

05-1716-CD
US Bank vs Richard A Lopez

US Bank, NA al vs Richard Lopez
05-1716-CD

STEPHEN M. HLADIK, ESQUIRE
ATTORNEY I.D. NO. 66287
KERNIS, PEARLSTINE, ONORATO & FATH, LLP
425 West Main Street,
P.O. Box 29,
Lansdale, PA 19446-0029
(215) 855-9521

US Bank, National Association as
Trustee for Sasco Aames Mortgage Loan
Trust, Series 2003-1,
c/o WILSHIRE CREDIT CORPORATION,
14523 SW Millikan Way, Suite 200,
Beaverton, OR 97005,
PLAINTIFF,

v.

Richard A. Lopez
409 E. Locust Street,
Clearfield, PA 16830,
DEFENDANT(S).

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA

NO: 05-1716-CD

COMPLAINT - CIVIL ACTION

MORTGAGE FORECLOSURE

NOTICE

FILED 300Shff
m/14/05 10:44 AM pd.
NOV 02 2005 8:50 AM
FBI

William A. Shaw
Prothonotary/Clerk of Courts

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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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:

CLEARFIELD COUNTY COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
814-765-2641, EXT. 5982

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECCIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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DEFENDANT(S).

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA

NO:

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff hereby complains against Defendant as follows:

1. Plaintiff is US Bank, National Association as Trustee for Sasco Aames Mortgage Loan Trust, Series 2003-1, ("Plaintiff"), with an address in care of WILSHIRE CREDIT CORPORATION, 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005.
2. Plaintiff is the current holder of the mortgage described below (the "Mortgage"):

(a) Parties to Mortgage:

Mortgagee: Aames Funding Corp. d/b/a Aames Home Loan

Mortgagor: Richard A. Lopez

(b) Date of Mortgage: 6/24/2003

(c) Place and Date of Record of Mortgage:

Recorder of Deeds
Clearfield
Mortgage Instrument Number: 200311070
Date: 6/25/2003

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No.1019 (g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignment:

Assignor: Aames Funding Corp. d/b/a Aames Home Loan
Assignee: USBank, National Association as Trustee for Sasco
Aames Mortgage Loan Trust, Series 2003-1
Date of Assignment: As Recorded
Recording Date: As Recorded
Book: As Recorded Page: As Recorded

3. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment.

4. Contemporaneous with execution of the Mortgage, Defendant executed an Adjustable Rate Note (the "Note"). As this is an Adjustable Rate Note, the interest amount may fluctuate from time to time during the course of this litigation. A true and correct copy of the Note is attached hereto and marked as Exhibit "B."

5. The real property which is subject to the Mortgage is generally known as 409 E. Locust Street, Clearfield, PA, 16830. A true and correct copy of the legal description is attached hereto and marked as Exhibit "C."

6. The name and mailing address of Defendant is: Richard A. Lopez,
409 E. Locust Street, Clearfield, PA 16830.

7. The interest of Defendant is as Mortgagor, Real Owner, or both.
8. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of July 01, 2005, and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.

9. The following amounts are due as of October 31, 2005:

Principal of Mortgage debt due and unpaid	\$75,413.00
Interest currently due and owing at 8.80% per annum calculated from June 01, 2005, currently at \$ 22.47 each day	\$3,437.91
Property Inspections	\$ 11.00
Broker's Price Opinion	\$ 166.12
Certified Mail Costs	\$ 3.45
Late Charges at \$71.76 and for each month hereafter	\$ 433.64
Title Search	\$ 195.00
Court Costs (filing and service)	\$ 185.00
Attorneys' Fees	\$1,250.00
<u>TOTAL</u>	<u>\$81,095.12</u>

10. Interest accrues at a per diem rate of \$ 22.47 each day that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.

11. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.

12. Notice pursuant to Act 91/160, was sent to Defendant on August 30, 2005.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendant, in the amount set forth in paragraphs 9 and 10, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

Respectfully submitted,

KERNS, PEARLSTINE, ONORATO & FATH, LLP

Date: 10/31/05

BY: 

Stephen M. Hladik, Esquire
Attorney for Plaintiff

(File #16-811)

VERIFICATION

Stephen M. Hladik, Esquire, hereby states that he is the attorney for Plaintiff in this action, that he is authorized to take this Verification on behalf of said Plaintiff, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. Due to the Plaintiff being out of the state and jurisdiction, counsel has been unable to obtain the Plaintiff's verification at this time, which verification, when received, shall be substituted in place and in stead of this verification.

The undersigned understands that this statement herein is made subject to the penalties of 18 PA. C.S. §4904, relating to unsworn falsification to authorities.

Date: 10/31/05



Stephen M. Hladik, Esquire
Attorney for Plaintiff

KAREN L. STARK
REGISTERS AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200311070
RECORDED ON
JUN 25, 2003
11:37:10 AM
Total Pages: 20

8147656089
RECORDING FEES - \$65.00
REORDER
COURT INFORMATION \$2.00
FILING
RECORDED INFORMATION \$3.00
FILING
JFS ACCESS TO
JUSTICE
STATE MFT TAX
TOTAL
\$10.50
\$10.50

UNIVERSITY REAL EST
SERVICES INC

Prepared By:
Tracie Hubbard
8160 Baymeadows Way West
Jacksonville, FL
32256
Parcel Number:
4.4-K03-217-62

Return To:
Aames Funding Corporation DBA
Aames Home Loan
350 South Grand Avenue
42nd Floor
Los Angeles, CA 90071
Attn: Collateral Control

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 24, 2003, together with all Riders to this document.
(B) "Borrower" is Richard A Lopez

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Aames Funding Corporation DBA Aames Home Loan

Lender is a Corporation

DOC 4-317871 APPL #0005635212
PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

WMP -6(PA)(0008)
Page 1 of 16 0000 0000.00
Initials: R.A.L

VMP MORTGAGE FORMS - (800)521-7201



LEGAL DESCRIPTION - EXHIBIT 'A'

ALL that certain lot of ground situate in Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

FRONTING fifty (50) feet on the South side of Locust Street and running back one hundred seventy-two (172) feet to an alley and bounded on the North by Locust Street on the East by an alley and on the South by an alley and on the West by Lot No. 193 and being known in the general plan of said Borough as Lot No. 194.

BEING the same premises as were conveyed to Richard A. Lopez, an adult individual, by Deed of Paula G. Spilman and Wayne R. Spilman, her husband, dated May 19, 2003 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200311069.

Being further identified as Tax Map No. 4.4-K8-217-62

R. A. L.

organized and existing under the laws of The State of California
 Lender's address is 350 South Grand Avenue, 42nd Floor, Los Angeles, CA
 90071

Lender is the mortgagor under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated June 24, 2003
 The Note states that Borrower owes Lender Seventy Six Thousand Five Hundred and
 No/100

(U.S. \$ 76,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic
 Payments and to pay the debt in full not later than July 1, 2033

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
 Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
 due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
 Riders are to be executed by Borrower (check box as applicable):

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) (specify)

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
 ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
 non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
 charges that are imposed on Borrower or the Property by a condominium association, homeowners
 association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check,
 draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument,
 computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an
 account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine
 transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by
 any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
 damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property;
 (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or
 condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
 the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
 Note, plus (ii) any amounts under Section 3 of this Security Instrument.

DOC #:317872

APPL #:0085835232

WPP-6(PA) (0908)

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Initate: R.A.

Form 2039 1/01

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of **CLEARFIELD** [Type of Recording Jurisdiction] [Name of Recording Jurisdiction].

As per Exhibit A attached hereto and made a part hereof

which currently has the address of **409 East Locust Street**

CLEARFIELD
("Property Address"):

[City], Pennsylvania 16830

(Street)
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

DOC #:317673

APPL #:0005835232

Initials: R.A.L

200-8(PA) (0008)

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Form 3039 1/01

CLEARFIELD COUNTY RECORDER OF DEEDS

**Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830**

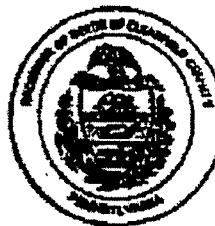
Instrument Number - 200516534
Recorded On 10/4/2005 At 3:54:52 PM
*Instrument Type - MORTGAGE
*Total Pages - 19
Invoice Number - 137080
*Mortgagor - LOPEZ, RICHARD A
*Mortgagee - NEW CENTURY MORTGAGE CORPORATION
*Customer - UNLIMITED REAL EST SERVICES INC

***RETURN DOCUMENT TO:**
UNLIMITED REAL EST SERVICES INC
331 E. MARKET ST.
CLEARFIELD, PA 16830
ATTN: JENNIFER MICHAELS

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$41.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$56.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

**Karen L. Starck
Recorder of Deeds**

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

COPY

33311

ADJUSTABLE RATE NOTE

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

June 24, 2003

[Date]

Irvine

[City]

, California

[State]

409 East Locust Street, CLEARFIELD, PA 16830

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 76,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Aames Funding Corporation DBA Aames Home Loan

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.800 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on August 1st, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date." I will make my monthly payments at 350 South Grand Avenue, 47th Floor, LOS ANGELES, CA 90071 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 604.56. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of July, 2005, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

PENNSYLVANIA ADJUSTABLE RATE NOTE - LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -
Single Family

DOC # 503571 APPL #: 0005835232
AP838PA (5101)

VMP MORTGAGE FORMS (800)521-7291

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Initials: R.A.L

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Seven and 380 Thousandths percentage point(s) (7.380 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.800 % or less than 8.800 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding Six months. My interest rate will never be greater than 14.800 % or less than 8.800 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

Except as provided below, I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

However, if within the first 2 years after the execution of the Mortgage, I make any prepayments(s) of principal, I will pay a prepayment charge in an amount equal to the payment of six (6) months' interest on the total amount of my prepayment(s). Such a prepayment charge will be made whether said prepayments are made voluntarily, involuntarily, or upon acceleration of the Note. If the remaining term of the loan is less than six (6) months, the prepayment consideration shall be the amount of the interest for the remaining term of the note.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10,000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

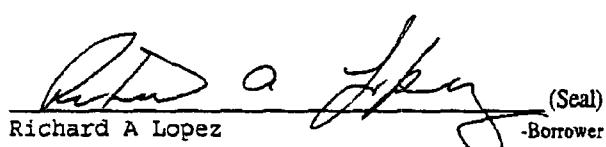
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses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

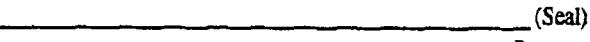
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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


Richard A Lopez (Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower

[Sign Original Only]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100971
NO: 05-1716-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: US BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR SASCO AAMES MORTGAGE LOAN
TRUST
vs.
DEFENDANT: RICHARD A. LOPEZ

SHERIFF RETURN

NOW, November 09, 2005 AT 11:03 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
ON RICHARD A. LOPEZ DEFENDANT AT 409 E. LOCUST ST., CLEARFIELD, CLEARFIELD COUNTY,
PENNSYLVANIA, BY HANDING TO WENDY LOPEZ, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED

03/09/06
FEB 15 2006

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KERNS	3137	10.00
SHERIFF HAWKINS	KERNS	3137	20.00

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Marilyn Hagan
Chester A. Hawkins
Sheriff

STEPHEN M. HLADIK, ESQUIRE
ATTORNEY I.D. NO. 66287
KERNs, PEARLSTINE, ONORATO & FATH, LLP
425 West Main Street,
P.O. Box 29,
Lansdale, PA 19446-0029
(215) 855-9521

US Bank, National Association as
Trustee for Sasco Aames Mortgage Loan
Trust, Series 2003-1,
c/o WILSHIRE CREDIT CORPORATION,
14523 SW Millikan Way, Suite 200,
Beaverton, OR 97005,
PLAINTIFF,

v.

Richard A. Lopez
409 E. Locust Street,
Clearfield, PA 16830,
DEFENDANT(S).

ATTORNEY FOR PLAINTIFF

COPY

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA

NO: 05-1716-CJ

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

COMPLAINT - CIVIL ACTION

NOV 02 2005

MORTGAGE FORECLOSURE

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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:

CLEARFIELD COUNTY COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
814-765-2641, EXT. 5982

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECCIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

CLEARFIELD COUNTY COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
814-765-2641, EXT. 5982

STEPHEN M. HLADIK, ESQUIRE
ATTORNEY I.D. NO. 66287
KERN, PEARLSTINE, ONORATO & FATH, LLP
425 West Main Street,
P.O. Box 29,
Lansdale, PA 19446-0029
(215) 855-9521

ATTORNEY FOR PLAINTIFF

US Bank, National Association as
Trustee for Sasco Aames Mortgage Loan
Trust, Series 2003-1,
c/o WILSHIRE CREDIT CORPORATION,
14523 SW Millikan Way, Suite 200,
Beaverton, OR 97005,
PLAINTIFF,

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA

NO:

v.

Richard A. Lopez
409 E. Locust Street,
Clearfield, PA 16830,
DEFENDANT(S).

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff hereby complains against Defendant as follows:

1. Plaintiff is US Bank, National Association as Trustee for Sasco Aames Mortgage Loan Trust, Series 2003-1, ("Plaintiff"), with an address in care of WILSHIRE CREDIT CORPORATION, 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005.
2. Plaintiff is the current holder of the mortgage described below (the "Mortgage"):

(a) Parties to Mortgage:

Mortgagee: Aames Funding Corp. d/b/a Aames Home Loan

Mortgagor: Richard A. Lopez

(b) Date of Mortgage: 6/24/2003

(c) Place and Date of Record of Mortgage:

Recorder of Deeds
Clearfield
Mortgage Instrument Number: 200311070
Date: 6/25/2003

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No.1019 (g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignment:

Assignor: Aames Funding Corp. d/b/a Aames Home Loan
Assignee: USBank, National Association as Trustee for Sasco
Aames Mortgage Loan Trust, Series 2003-1
Date of Assignment: As Recorded
Recording Date: As Recorded
Book: As Recorded Page: As Recorded

3. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment.

4. Contemporaneous with execution of the Mortgage, Defendant executed an Adjustable Rate Note (the "Note"). As this is an Adjustable Rate Note, the interest amount may fluctuate from time to time during the course of this litigation. A true and correct copy of the Note is attached hereto and marked as Exhibit "B."

5. The real property which is subject to the Mortgage is generally known as 409 E. Locust Street, Clearfield, PA, 16830. A true and correct copy of the legal description is attached hereto and marked as Exhibit "C."

6. The name and mailing address of Defendant is: Richard A. Lopez, 409 E. Locust Street, Clearfield, PA 16830.

7. The interest of Defendant is as Mortgagor, Real Owner, or both.
8. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of July 01, 2005, and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.

9. The following amounts are due as of October 31, 2005:

Principal of Mortgage debt due and unpaid	\$75,413.00
Interest currently due and owing at 8.80% per annum calculated from June 01, 2005, currently at \$ 22.47 each day	\$3,437.91
Property Inspections	\$ 11.00
Broker's Price Opinion	\$ 166.12
Certified Mail Costs	\$ 3.45
Late Charges at \$71.76 and for each month hereafter	\$ 433.64
Title Search	\$ 195.00
Court Costs (filing and service)	\$ 185.00
Attorneys' Fees	\$1,250.00
<u>TOTAL</u>	<u>\$81,095.12</u>

10. Interest accrues at a per diem rate of \$ 22.47 each day that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.

11. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.

12. Notice pursuant to Act 91/160, was sent to Defendant on August 30, 2005.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendant, in the amount set forth in paragraphs 9 and 10, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

Respectfully submitted,

KERNNS, PEARLSTINE, ONORATO & FATH, LLP

Date: 10/31/05

BY: 
Stephen M. Hladik, Esquire
Attorney for Plaintiff

(File #16-811)

VERIFICATION

Stephen M. Hladik, Esquire, hereby states that he is the attorney for Plaintiff in this action, that he is authorized to take this Verification on behalf of said Plaintiff, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. Due to the Plaintiff being out of the state and jurisdiction, counsel has been unable to obtain the Plaintiff's verification at this time, which verification, when received, shall be substituted in place and in stead of this verification.

The undersigned understands that this statement herein is made subject to the penalties of 18 PA. C.S. §4904, relating to unsworn falsification to authorities.

Date: 10/31/05



Stephen M. Hladik, Esquire
Attorney for Plaintiff

KAREN L. STRECK
REGISTERED NURSE
GLASSFIELD COUNTY

[55]

Jun 25, 2003
11:37:10 AM

10 JDI

8147656099

Prepared By:
Tracie Hubbard
8160 Baymeadows Way West
Jacksonville, FL
32256

Rebun To:
James Funding Corporation DBA
James Home Loan
350 South Grand Avenue
42nd Floor
Los Angeles, CA 90071
Attn: Collateral Control

— [Space Above This Line For Recording Data] —

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 26, 2003 together with all Riders to this document.

(B) "Borrower" is Richard A Lopez

Buttow is the mortgagor under this Security Instrument.

(C) "Lender" is Aames Funding Corporation DBA Aames Home Loan

Enterprise Corporation

DOC # 317871 APFL # 0005815212
PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3038 1/91

WMP-5(PA) (0008)
IM36 0004.00
Page 1 of 16

YMB MORTGAGE FORMS - 1800352-3273



LEGAL DESCRIPTION - EXHIBIT 'A'

ALL that certain lot of ground situate in Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

FRONTING fifty (50) feet on the South side of Locust Street and running back one hundred seventy-two (172) feet to an alley and bounded on the North by Locust Street on the East by an alley and on the South by an alley and on the West by Lot No. 193 and being known in the general plan of said Borough as Lot No. 194.

BEING the same premises as were conveyed to Richard A. Lopez, an adult individual, by Deed of Paula G. Spilman and Wayne R. Spilman, her husband, dated May 19, 2003 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200311069.

Being further identified as Tax Map No. 4.4-K8-217-62

R. A. L.

organized and existing under the laws of The State of California
 Lender's address is 350 South Grand Avenue, 42nd Floor, Los Angeles, CA
 90071

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated June 24, 2003
 The Note states that Borrower owes Lender Seventy Six Thousand Five Hundred and
 No/100

(U.S. \$ 76,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic
 Payments and to pay the debt in full not later than July 1, 2033

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
 Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
 due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
 Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) (specify)

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
 ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
 non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
 charges that are imposed on Borrower or the Property by a condominium association, homeowners
 association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check,
 draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument,
 computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an
 account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine
 transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by
 any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
 damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property;
 (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or
 condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
 the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
 Note, plus (ii) any amounts under Section 3 of this Security Instrument.

DOC #:317872

APPL #:0085835232

WD-6(PA) (0008)

Page 2 of 18

Initials: 

Form 3039 1/01

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County [Type of Recording Jurisdiction]
of **CLEARFIELD** [Name of Recording Jurisdiction]:
As per Exhibit A attached hereto and made a part hereof

which currently has the address of **409 East Locust Street**

CLEARFIELD
("Property Address"):

[Street]
[City], Pennsylvania 16830

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

DOC #:317873

APPL #:0005835232

1400-B(PA) (0008)

Page 2 of 18

Initials: R.A.L

Form 3039 1/01

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

Instrument Number - 200516534
Recorded On 10/4/2005 At 3:54:52 PM
*Instrument Type - MORTGAGE
*Total Pages - 19
Invoice Number - 137080
*Mortgagor - LOPEZ, RICHARD A
*Mortgagee - NEW CENTURY MORTGAGE CORPORATION
*Customer - UNLIMITED REAL EST SERVICES INC

* FEES
STATE WRIT TAX \$0.50
JCS/ACCESS TO JUSTICE \$10.00
RECORDING FEES - \$41.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL \$56.50

***RETURN DOCUMENT TO:**

UNLIMITED REAL EST SERVICES INC
331 E MARKET ST.
CLEARFIELD, PA 16830
ATTN: JENNIFER MICHAELS

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

COPY

33317

ADJUSTABLE RATE NOTE

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

June 24, 2003

[Date]

Irvine

[City]

California

[State]

409 East Locust Street, CLEARFIELD, PA 16830

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 76,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Aames Funding Corporation DBA Aames Home Loan

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.800 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on August 1st, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date." I will make my monthly payments at 350 South Grand Avenue, 47th Floor, LOS ANGELES, CA 90071 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 604.56. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of July, 2005, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

PENNSYLVANIA ADJUSTABLE RATE NOTE - LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -
Single Family

DOC # 503571 APPL #:0005835232

AP836PA (0101)

VMP MORTGAGE FORMS (800)521-7291

Page 1 of 4

Initials: R.A.L

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Seven and 380 Thousandths** percentage point(s) (**7.380 %**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.800 %** or less than **8.800 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **One** percentage point(s) (**1.000 %**) from the rate of interest I have been paying for the preceding **Six** months. My interest rate will never be greater than **14.800 %** or less than **8.800 %**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

Except as provided below, I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

However, if within the first **2** years after the execution of the Mortgage, I make any prepayments(s) of principal, I will pay a prepayment charge in an amount equal to the payment of six (6) months' interest on the total amount of my prepayment(s). Such a prepayment charge will be made whether said prepayments are made voluntarily, involuntarily, or upon acceleration of the Note. If the remaining term of the loan is less than six (6) months, the prepayment consideration shall be the amount of the interest for the remaining term of the note.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

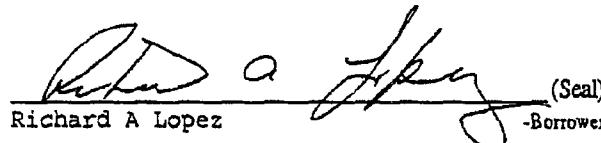
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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


Richard A Lopez (Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower

(Sign Original Only)

STEPHEN M. HLADIK, ESQUIRE
ATTORNEY I.D. NO. 66287
KERNs, PEARLSTINE, ONORATO & FATH, LLP
425 West Main Street,
P.O. Box 29,
Lansdale, PA 19446-0029
(215) 855-9521

US Bank, National Association as
Trustee for Sasco Aames Mortgage Loan
Trust, Series 2003-1,
c/o WILSHIRE CREDIT CORPORATION,
14523 SW Millikan Way, Suite 200,
Beaverton, OR 97005,
PLAINTIFF,

v.

Richard A. Lopez
409 E. Locust Street,
Clearfield, PA 16830,
DEFENDANT(S).

ATTORNEY FOR PLAINTIFF

COPY

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA

NO: 05-1716-CD

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

NOV 02 2005

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

COMPLAINT - 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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:

CLEARFIELD COUNTY COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
814-765-2641, EXT. 5982

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECCIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

CLEARFIELD COUNTY COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
814-765-2641, EXT. 5982

STEPHEN M. HLADIK, ESQUIRE
ATTORNEY I.D. NO. 66287
KERN, PEARLSTINE, ONORATO & FATH, LLP
425 West Main Street,
P.O. Box 29,
Lansdale, PA 19446-0029
(215) 855-9521

ATTORNEY FOR PLAINTIFF

US Bank, National Association as
Trustee for Sasco Aames Mortgage Loan
Trust, Series 2003-1,
c/o WILSHIRE CREDIT CORPORATION,
14523 SW Millikan Way, Suite 200,
Beaverton, OR 97005,
PLAINTIFF,

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA

NO:

v.

Richard A. Lopez
409 E. Locust Street,
Clearfield, PA 16830,
DEFENDANT(S).

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff hereby complains against Defendant as follows:

1. Plaintiff is US Bank, National Association as Trustee for Sasco Aames Mortgage Loan Trust, Series 2003-1, ("Plaintiff"), with an address in care of WILSHIRE CREDIT CORPORATION, 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005.
2. Plaintiff is the current holder of the mortgage described below (the "Mortgage"):

(a) Parties to Mortgage:

Mortgagee: Aames Funding Corp. d/b/a Aames Home Loan

Mortgagor: Richard A. Lopez

(b) Date of Mortgage: 6/24/2003

(c) Place and Date of Record of Mortgage:

Recorder of Deeds
Clearfield
Mortgage Instrument Number: 200311070
Date: 6/25/2003

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No.1019 (g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignment:

Assignor: Aames Funding Corp. d/b/a Aames Home Loan
Assignee: USBank, National Association as Trustee for Sasco
Aames Mortgage Loan Trust, Series 2003-1
Date of Assignment: As Recorded
Recording Date: As Recorded
Book: As Recorded Page: As Recorded

3. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment.

4. Contemporaneous with execution of the Mortgage, Defendant executed an Adjustable Rate Note (the "Note"). As this is an Adjustable Rate Note, the interest amount may fluctuate from time to time during the course of this litigation. A true and correct copy of the Note is attached hereto and marked as Exhibit "B."

5. The real property which is subject to the Mortgage is generally known as 409 E. Locust Street, Clearfield, PA, 16830. A true and correct copy of the legal description is attached hereto and marked as Exhibit "C."

6. The name and mailing address of Defendant is: Richard A. Lopez, 409 E. Locust Street, Clearfield, PA 16830.

7. The interest of Defendant is as Mortgagor, Real Owner, or both.
8. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of July 01, 2005, and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.

9. The following amounts are due as of October 31, 2005:

Principal of Mortgage debt due and unpaid	\$75,413.00
Interest currently due and owing at 8.80% per annum calculated from June 01, 2005, currently at \$ 22.47 each day	\$3,437.91
Property Inspections	\$ 11.00
Broker's Price Opinion	\$ 166.12
Certified Mail Costs	\$ 3.45
Late Charges at \$71.76 and for each month hereafter	\$ 433.64
Title Search	\$ 195.00
Court Costs (filing and service)	\$ 185.00
Attorneys' Fees	\$1,250.00
<u>TOTAL</u>	<u>\$81,095.12</u>

10. Interest accrues at a per diem rate of \$ 22.47 each day that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.

11. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.

12. Notice pursuant to Act 91/160, was sent to Defendant on August 30, 2005.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendant, in the amount set forth in paragraphs 9 and 10, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

Respectfully submitted,

KERNS, PEARLSTINE, ONORATO & FATH, LLP

Date: 10/31/05

BY: 
Stephen M. Hladik, Esquire
Attorney for Plaintiff

(File #16-811)

VERIFICATION

Stephen M. Hladik, Esquire, hereby states that he is the attorney for Plaintiff in this action, that he is authorized to take this Verification on behalf of said Plaintiff, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. Due to the Plaintiff being out of the state and jurisdiction, counsel has been unable to obtain the Plaintiff's verification at this time, which verification, when received, shall be substituted in place and in stead of this verification.

The undersigned understands that this statement herein is made subject to the penalties of 18 PA. C.S. §4904, relating to unsworn falsification to authorities.

Date: 10/31/05



Stephen M. Hladik, Esquire
Attorney for Plaintiff

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200311070
RECORDED ON
June 25, 2003
11:37:10 AM

Total Pages: 24

RECORDED FEES -	\$15.00
RECORDER	\$15.00
COURT IMPROVEMENT	\$2.00
FILING	
RECORDER INSURANCE \$5.00	
FILING	
REC'D/ACCESS CO	\$10.00
JUSTICE	
STATE MORT TAX	\$0.50
TOTAL	\$40.50
CUSTOMER	
UNIVERSAL REAL EST SERVICES INC.	

Prepared By:
Tracie Hubbard
8160 Baymeadows Way West
Jacksonville, FL
32256

Parcel Number:
4.4-K08-217-62

Remain To:
Aames Funding Corporation DBA
Aames Home Loan
350 South Grand Avenue
42nd Floor
Los Angeles, CA 90071
Attn: Collateral Control

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 24, 2003 together with all Riders to this document.

(B) "Borrower" is Richard A Lopez

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Aames Funding Corporation DBA Aames Home Loan

Lender is a Corporation

DOC #317871 APPL #:0005815212
PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

1200-5(PA)(0008)
Page 1 of 16

Initials: *R.A.L.*

VMP MORTGAGE FORMS - (800)521-7201



LEGAL DESCRIPTION - EXHIBIT 'A'

ALL that certain lot of ground situate in Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

FRONTING fifty (50) feet on the South side of Locust Street and running back one hundred seventy-two (172) feet to an alley and bounded on the North by Locust Street on the East by an alley and on the South by an alley and on the West by Lot No. 193 and being known in the general plan of said Borough as Lot No. 194.

BEING the same premises as were conveyed to Richard A. Lopez, an adult individual, by Deed of Paula G. Spilman and Wayne R. Spilman, her husband, dated May 19, 2003 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200311069.

Being further identified as Tax Map No. 4.4-K8-217-62

R. A. L.

organized and existing under the laws of The State of California
 Lender's address is 350 South Grand Avenue, 42nd Floor, Los Angeles, CA
 90071

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated June 24, 2003
 The Note states that Borrower owes Lender Seventy Six Thousand Five Hundred and
 No/100

(U.S. \$ 76,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic
 Payments and to pay the debt in full not later than July 1, 2033 Dollars

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
 Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
 due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
 Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
 ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
 non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
 charges that are imposed on Borrower or the Property by a condominium association, homeowners
 association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check,
 draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument,
 computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an
 account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine
 transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by
 any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
 damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property;
 (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or
 condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
 the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
 Note, plus (ii) any amounts under Section 3 of this Security Instrument.

DDC #:317872

APPL #:0005835232

REC'D -5(PA) (0008)

Page 2 of 14

Initials: R.A.L

Form 3039 1/01

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County [Type of Recording Jurisdiction] of [Name of Recording Jurisdiction]. As per Exhibit A attached hereto and made a part hereof

which currently has the address of 409 East Locust Street

CLEARFIELD
("Property Address"):

[City], Pennsylvania 16830

(Street)
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

DOC #:317873

APPL #:0005835232

440-B(PA) (0008)

Page 3 of 18

Initially: R.A.L

Form 3039 1/01

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

Instrument Number - 200516534
Recorded On 10/4/2005 At 3:54:52 PM
*Instrument Type - MORTGAGE
*Total Pages - 19
Invoice Number - 137080
*Mortgager - LOPEZ, RICHARD A
*Mortgagee - NEW CENTURY MORTGAGE CORPORATION
*Customer - UNLIMITED REAL EST SERVICES INC

***RETURN DOCUMENT TO:**

UNLIMITED REAL EST SERVICES INC
331 E. MARKET ST.
CLEARFIELD, PA 16830
ATTN: JENNIEF MICHAELS

*** FEES**
STATE WRIT TAX \$0.50
JCS/ACCESS TO JUSTICE \$10.00
RECORDING FEES - \$41.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL \$56.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

COPY

33317

ADJUSTABLE RATE NOTE

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

June 24, 2003

[Date]

Irvine

[City]

, California

[State]

409 East Locust Street, CLEARFIELD, PA 16830

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 76,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Aames Funding Corporation DBA Aames Home Loan

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.800 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on August 1st, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date." I will make my monthly payments at 350 South Grand Avenue, 47th Floor, LOS ANGELES, CA 90071 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 604.56. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of July, 2005, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

PENNSYLVANIA ADJUSTABLE RATE NOTE - LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL).
Single Family

DOC # 503571 APPL #: 0005635232

AP538PA (0101)

VMP MORTGAGE FORMS (800)521-7291

Page 1 of 4

Initials: R.A.L

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Seven and 380 Thousandths** percentage point(s) (**7.380 %**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.800 %** or less than **8.800 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **One** percentage point(s) (**1.000 %**) from the rate of interest I have been paying for the preceding **Six** months. My interest rate will never be greater than **14.800 %** or less than **8.800 %**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

Except as provided below, I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

However, if within the first **2** years after the execution of the Mortgage, I make any prepayments(s) of principal, I will pay a prepayment charge in an amount equal to the payment of six (6) months' interest on the total amount of my prepayment(s). Such a prepayment charge will be made whether said prepayments are made voluntarily, involuntarily, or upon acceleration of the Note. If the remaining term of the loan is less than six (6) months, the prepayment consideration shall be the amount of the interest for the remaining term of the note.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

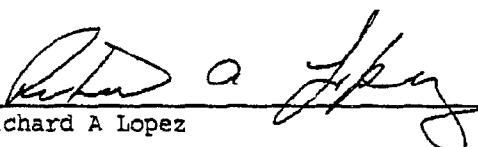
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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


Richard A Lopez (Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower

[Sign Original Only]

STEPHEN M. HLADIK, ESQUIRE
ATTORNEY I.D. NO. 66287
KERNs, PEARLSTINE, ONORATO & FATH, LLP
425 West Main Street,
P.O. Box 29,
Lansdale, PA 19446-0029
(215) 855-9521

US Bank, National Association as
Trustee for Sasco Aames Mortgage Loan
Trust, Series 2003-1,
c/o WILSHIRE CREDIT CORPORATION,
14523 SW Millikan Way, Suite 200,
Beaverton, OR 97005,
PLAINTIFF,

v.

Richard A. Lopez
409 E. Locust Street,
Clearfield, PA 16830,
DEFENDANT(S).

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA

NO: 05-1716-CD

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above-captioned matter as settled, discontinued and
ended.

Kerns, Pearlstine, Onorato
& Fath, LLP

By: 

Stephen M. Hladik
Attorney for Plaintiff

Dated: 4/28/08

FILED
MAY 1 2008  cc+1 copy of
disc issued to
MAY - 1 2008 Atty Hladik +
copy to c/a

William A. Shaw
Prothonotary

KERNS,
PEARLSTINE, ONORATO
& HLADIK, LLP

Robert J. Kerns
Neal R. Pearlstine *♦
David C. Onorato **
Stephen M. Hladik •
Richard S. Watt
Carol A. Sweeney •
Dana J. Rhode
Gregory W. Fox

Of Counsel
Kristen Zollers Fath •♦
John C. Rafferty, Jr.
Kevin Conrad

ATTORNEYS AT LAW

* Also Admitted to FL Bar

** Also Admitted to CA Bar

• Also Admitted to NJ Bar

♦ LL.M. in Taxation

PLEASE REPLY TO:
P.O. Box 29
Lansdale, PA 19446-0029

April 28, 2006

Office of the Prothonotary
CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, PA 16830

**RE: U.S. Bank, N.A. v. Richard A. Lopez
Docket No. 05-1716-CD
Our File Number: 16-811**

Dear Sir/Madam:

Enclosed please find a Praeclipe to Settle, Discontinue and End the above-referenced matter. Kindly file the original of record and return the extra copy time-stamped in the self-addressed stamped envelope provided.

Thank you for your attention to the above.

Very truly yours,

Stephen M. Hladik

SMH/sam
Enclosures

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**US Bank, National Association
Sasco Aames Mortgage Loan Trust**

Vs. **No. 2005-01716-CD**
Richard A. Lopez

CERTIFICATE OF DISCONTINUATION

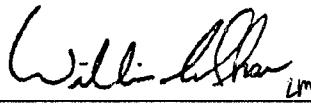
Commonwealth of PA
County of Clearfield

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 May 1, 2006, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Kerns Pearlstine Onorato & Fath LLP.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of May A.D. 2006.



William A. Shaw, Prothonotary