

05-1873-CD
Wells Fargo vs. Thomas Lannen et al

Wells Fargo et al vs Thomas Lannen et al
2005-1873-CD

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as
Trustee for Merrill Lynch
Mortgage Investors Trust Mortgage
Loan Asset-Backed Certificates,
Series 2004-OP1
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

v.

Thomas W. Lannen
Jennifer R. Lannen
Box 99, 1619 Maple Street
Lanse, PA 16849
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

FILED *pd \$85.00 Atty*
m/11:16 am *No CC*
2 CC Shff
DEC 01 2005 *(CW)*
NO. *05-1873-CD*
William A. Shaw
Prothonotary

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Adem as, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE 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.

**David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982**

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**UDREN LAW OFFICES, P.C.
/s/ Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: Option One Mortgage Corporation

Assignments of Record to: Wells Fargo Bank, N.A., as Trustee for Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset-Backed Certificates, Series 2004-OP1

Recording Date: **LODGED FOR RECORDING**

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: Box 99, 1619 Maple Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Cooper Township

COUNTY: Clearfield

DATE EXECUTED: 03/19/04

DATE RECORDED: 03/30/04 Instru No. 200404768

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 11/17/05:

Principal of debt due	\$63,248.53
Unpaid Interest at 7.8% * from 8/1/05 to 11/17/05 (the per diem interest accruing on this debt is \$13.52 and that sum should be added each day after 11/17/05)	1,463.13
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$27.64 should be added in accordance with the terms of the note each month after 11/17/05)	304.04
Suspense Balance	(119.56)
NSF	60.00
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,162.43</u>
TOTAL	\$68,723.57


*** This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.**

7. The attorney's fee 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 attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in

accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$68,723.57 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



Mark J. Udren, ESQUIRE
UDREN LAW OFFICES; P.C.
Attorney for Plaintiff
Attorney I.D. No. 04302

ALL THAT CERTAIN PARCEL OR TRACT OF LAND SITUATE IN COOPER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF A CERTAIN LOT OF GROUND SOLD TO JOHN OLSON BY DEED DATED THE FIRST DAY OF MARCH A.D. 1905; THENCE ALONG PLUM ROAD NORTH FORTY-THREE (43) DEGREES WEST SIXTY TWO AND FIVE TENTHS (62.5) FEET TO STAKE; THENCE SOUTH SIXTY FIVE DEGREES WEST TEN HUNDRED AND FORTY-FIVE (1045) FEET TO STAKE; THENCE SOUTH FORTY-THREE (43) DEGREES EAST SIXTY-TWO AND FIVE TENTHS (62.5) FEET TO SOUTH-WEST CORNER OF THE JOHN OLSON LOT; THENCE ALONG THE SAID LOT NORTH SIXTY-FIVE (65) DEGREES EAST TEN HUNDRED AND FORTY-FIVE TO PLACE OF BEGINNING. CONTAINING ONE AND FIVE TENTHS ACRES, AND BEING PART OF TRACT IN THE NAME OF JOHN HOUSTON.

EXCEPTING AND RESERVING ALL RESERVATIONS MADE IN PRIOR DEEDS IN THE CHAIN OF TITLE INSOFAR AS THEY DO NOT OFFEND THE PRINCIPLES OF LAW AS TO PERSONS WHO MAY BE, OR BECOME, TITLE OWNERS.

09-04-05
LOAN= 0012976098 DATE=08-24 USER=R54
KEY=OP793 VERS=010 TITLE=Part 1 PA NOI bor 1 prop
LINES-PER PAGE=NO CONDITIONS=4
647/0012976098/OP793/1/9/0000000000000

MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05

PAGE181,671
1c FORM=CKPX PRINTER=P23z SECURITY=2

August 24, 2005

Thomas W Lannen
Box 99 1619 Maple St
Lanse PA 16849

Homeowners Name: Thomas W Lannen
Jennifer R Lannen
Property Address: Box 99 1619 Maple St, Lanse PA 16849
Loan Account No.: 0012976098
Original Lender: OPTION ONE MORTGAGE CORPORATION
Current Lender/Service: Option One Mortgage Corporation
HOMEOWNER'S
EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL

ASSISTANCE WHICH CAN SAVE YOUR HOME FROM

FORECLOSURE AND HELP YOU MAKE FUTURE

MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY
MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR
EMERGENCY MORTGAGE ASSISTANCE:
* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR
CONTROL,
* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR
MORTGAGE PAYMENTS, AND
* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY
THE PENNSYLVANIA HOUSING FINANCE AGENCY.
TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

OP793 (Page 1 of 9)

EXHIBIT A

09-04-05 MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05
LOAN= 0012976098 DATE=08-24 USER=R54 KEY=OP793 VERS=010 TITLE=Part 1 PA NOI bor 1 prop
LINES=PER-PAGE=NO CONDITIONS=4

PAGE181,672
1c FORM=CKPX PRINTER=P23Z SECURITY=2

a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

THIS MEETING MUST OCCUR WITHIN THE NEXT (33) DAYS. IF YOU DO

NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR

MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE

YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO

DATE.

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the

consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers

of designated consumer credit counseling agencies for the county in

which the property is located are set forth at the end of this Notice,

or you may contact Pennsylvania Housing Finance Agency at 800-342-2397 (persons with impaired hearing can call (717) 780-1869 or visit the Pennsylvania Housing Finance Agency website at www.phfa.org. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default

for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

(Page 2 of 9)
OP793 010 R54

09-04-05 MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05
LOAN= 0012976098 DATE=08-24 USER=R54 KEY=OP794 VERS=010 TITLE=Part 1 PA NOI bor 1 Prop
LINES-PER-PAGE=NO CONDITIONS=4
647/0012976098/OP794/3/9/000000000000

PAGE181,673
1C FORM=CKPX PRINTER=P23Z SECURITY=2

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO
OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS
LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND
YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION - Available funds for emergency mortgage assistance

are very limited. They will be disbursed by the Agency under the
eligibility criteria established by the Act. The Pennsylvania
Housing Finance Agency has sixty (60) days to make a decision after
it receives your application. During that time, no foreclosure
proceedings will be pursued against you if you have met the time
requirements set forth above. You will be notified directly by the
Pennsylvania Housing Finance Agency of its decision on your
application.

(Page 3 of 9)
OP794 010 R54

09-04-05
LOAN= 0012976098 DATE=08-24 USER=R54 KEY=OP795 VERS=016 TITLE=Part 2 PA NOT bor 1 prop
LINES--PER-PAGE=NO CONDITIONS=0
647/0012976098/OP795/4/9/000000000000

PAGE181,674
1c FORM=CKPX PRINTER=P232 SECURITY=2

Re: Loan No. 0012976098

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (BRING IT UP TO DATE).

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on
your property located at:
Box 99 1619 Maple St, Lanse PA 16849

IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments: 3 MONTHS @ \$ 460.72
MONTHS @ \$.00 \$ 1382.16

(b) Previous late charges; \$ 221.12

(c) Other charges; Escrow, Inspection,
NSF checks \$ 2.00

(d) Other provisions of the mortgage obligation,
if any \$ 0.00

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED
AS OF THIS DATE \$ 1605.28

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not
applicable):

OP795 (Page 4 of 9)

09-04-05 MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05
LOAN= 0012976098 DATE=08-24 USER=RS4 KEY=OP795 VERS=016 TITLE=Part 2 PA NOI bor 1 prop
LINES-PER-PAGE=NO CONDITIONS=0

PAGE181,675
1c FORM=CKPX PRINTER=P232 SECURITY=2

HOW TO CURE THE DEFAULT - You may cure the default within thirty (30)

days of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE
TO THE LENDER WHICH IS \$1605.28, PLUS ANY MORTGAGE PAYMENTS
AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.
Payments must be made either by cash, cashier's check, certified

check or money order made payable and send to:

Overnight Mail Address Western Union Quick Collect

4600 Touchton Rd E Pay to: Option One Mortgage Corporation
Bldg 200 Ste 102 Code City: OptionJax, Fl
Jacksonville, FL 32246

Mailstop: J1 CASH

You can cure any other default by taking the following action within
thirty (30) days of the date of this letter. (Do not use if not

(applicable.)

(Page 5 of 9)
OP795 016 RS4

09-04-05
LOAN= 0012976098 DATE=08-24 USER=R54 KEY=OP796 VERS=009 TITLE=Part 3 PA NOI bor 1 prop
LINES-PER-PAGE=NO CONDITIONS=0
647/0012976098/OP796/6/9/000000000000

MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05
1c FORM=CKPX PRINTER=PZ3Z SECURITY=2
PAGE181,676

Re: Loan No. 0012976098
IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within
THIRTY (30) DAYS of the date of this Notice, the lender intends to
exercise its rights to accelerate the mortgage debt.

This means that the entire outstanding balance of this debt will be
considered due immediately and you may lose the chance to pay the
mortgage in monthly installments. If full payment of the total amount
past due is not made within THIRTY (30) DAYS, the lender also intends
to instruct its attorneys to start legal action to foreclose upon your
mortgaged property.

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

OTHER LENDER REMEDIES - The lender may also sue you personally for the
unpaid principal balance and all other sums due under the mortgage.
RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not
cured the default within the THIRTY (30) DAY period and foreclosure
proceedings have begun, you still have the right to cure the default
and prevent the sale at any time up to one hour before the Sheriff's
Sale. You may do so by paying the total amount then past due, plus
any late or other charges then due, reasonable attorney's fees and
costs connected with the foreclosure sale and any other costs
connected with the Sheriff's Sale as specified in writing by the
lender and by performing any other requirements under the mortgage.

09-04-05 MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05
LOAN= 0012976098 DATE=08-24 USER=R54 KEY=OP796 VERS=009 TITLE=Part 3 PA NOI bor 1 prop
LINES-PER-PAGE=NO CONDITIONS=0

PAGE181,677
1c FORM-CKPX PRINTER=P23Z SECURITY=2

Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the

earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately (7) SEVEN Months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

(Page 7 of 9)
OP796 009 R54

09-04-05
LOAN= 0012976098 DATE=08-24 USER=R54 KEY=OP797 VERS=023 TITLE=Part 4 PA NOI bor 1 prop
LINES-PER-PAGE=NO CONDITIONS=0
647/0012976098/OP797/8/9/0000000000000

MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05
PAGE181,678
1c FORM=CKPX PRINTER=P232 SECURITY=2

Re: Loan No. 0012976098
HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation
Address: 4600 Touchton Road East Bldg 200 Ste 102
Attn: Daryl Johnson, Sara Haliko and Robinn Abel
Address: Jacksonville, FL 32246
Phone Number: 904-996-1730 or 1-800-326-1500 ext. 61730
Fax Number: 1-866-497-1263
Contact Persons: Daryl Johnson, Sara Haliko and Robinn Abel
Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.
Friday and Saturday 8:00 a.m. to 5:00 p.m.
Email Address: PHPA@OONC.com

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will
end your ownership of the mortgaged property and your right to occupy it.
If you continue to live in the property after the Sheriff's Sale, a
lawsuit to remove you and your furnishings and other belongings could
be started by the lender at any time.
ASSUMPTION OF MORTGAGE - You may or X may not (CHECK ONE) sell

or transfer your home to a buyer or transferee who will assume the
mortgage debt, provided that all the outstanding payments, charges and
attorney's fees and costs are paid prior to or at the sale and that the
other requirements of the mortgage are satisfied.
YOU MAY ALSO HAVE THE RIGHT TO:

* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE
DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF
THIS DEBT.
* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT
HAD OCCURRED, IF YOU CURED THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS
RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE
PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
OP797 (Page 8 of 9)

09-04-05 MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05
LOAN= 0012976098 DATE=08-24 USER=R54 KEY=OP797 VERS=023 TITLE=Part 4 PA NOI box 1-prop
LINES-PER-PAGE=NO CONDITIONS=0

PAGE181,679
1c FORM=CKPX PRINTER=P23Z SECURITY=2

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE. THIS DOES NOT IMPLY THAT OPTION ONE IS
ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN
DISCHARGED UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.

(Page 9 of 9)
OP797 023 R54

August 24, 2005

Jennifer R Lannen
Box 99 1619 Maple St
Lanse PA 16849

Homeowners Name: Thomas W Lannen
Jennifer R Lannen
Property Address: Box 99 1619 Maple St, Lanse PA 16849
Loan Account No.: 0012976098
Original Lender: OPTION ONE MORTGAGE CORPORATION
Current Lender/Service: Option One Mortgage Corporation
HOMEOWNER'S
EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL

ASSISTANCE WHICH CAN SAVE YOUR HOME FROM

FORECLOSURE AND HELP YOU MAKE FUTURE

MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY
MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR
EMERGENCY MORTGAGE ASSISTANCE:
* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR
CONTROL,
* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR
MORTGAGE PAYMENTS, AND
* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY
THE PENNSYLVANIA HOUSING FINANCE AGENCY.
TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

09-04-05 MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05
LOAN= 0012976098 DATE=08-24 USER=R21 KEY=OP840 VERS=012 TITLE=Part 1 PA NOI CO-BOR 2 PROP
LINES-PER-PAGE=NO CONDITIONS=4

PAGE181,681
1c FORM=CKPX PRINTER=PZ3Z SECURITY=2

a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

THIS MEETING MUST OCCUR WITHIN THE NEXT (33) DAYS. IF YOU DO

NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers

of designated consumer credit counseling agencies for the county in

which the property is located are set forth at the end of this Notice,

or you may contact Pennsylvania Housing Finance Agency at 800-342-2397 (Persons with impaired hearing can call (717) 780-1869 or visit the Pennsylvania Housing Finance Agency website at www.phfa.org. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default

for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.
(Page 2 of 9)
OP840 012 R21

09-04-05 MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05
LOAN= 0012976098 DATE=08-24 USER=R21 KEY=OP841 VERS=010 TITLE=Part 1 PA NOI CO-BOR 2 PROP 1c FORM=CRPX PRINTER=P23Z SECURITY=2
LINES-PER-PAGE=NO CONDITIONS=4
647/0012976098/OP841/3/9/000000000000

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO
OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS
LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND
YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.
AGENCY ACTION - Available funds for emergency mortgage assistance

are very limited. They will be disbursed by the Agency under the
eligibility criteria established by the Act. The Pennsylvania
Housing Finance Agency has sixty (60) days to make a decision after
it receives your application. During that time, no foreclosure
proceedings will be pursued against you if you have met the time
requirements set forth above. You will be notified directly by the
Pennsylvania Housing Finance Agency of its decision on your
application.
(Page 3 of 9)
OP841 010 R21

09-04-05
LOAN= 0012976098 DATE=08-24 USER=R21 KEY=OP842 VERS=015 TITLE=Part 2 PA NOI CO BOR 2 PROP
LINES=PER-PAGE=NO CONDITIONS=0
647/0012976098/OP842/4/9/0000000000000

MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05
1c FORM=CKPX PRINTER=PZ3Z SECURITY=2
PAGE181,683

Re: Loan No. 0012976098

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (BRING IT UP TO DATE).

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on
your property located at:
Box 99 1619 Maple St, Lanse PA 16849

IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments: 3 MONTHS @ \$ 460.72
MONTHS @ \$.00 \$ 1382.16

(b) Previous late charges; \$ 221.12

(c) Other charges; Escrow, Inspection,
NSF checks \$ 2.00

(d) Other provisions of the mortgage obligation,
if any \$ 0.00

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED
AS OF THIS DATE \$ 1605.28

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not
applicable):

HOW TO CURE THE DEFAULT - You may cure the default within thirty (30)

days of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$1605.28, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified

check or money order made payable and send to:

Overnight Mail Address Western Union Quick Collect

4600 Touchton Rd E Pay to: Option One Mortgage Corporation
Bldg 200 Ste 102 Code City: OptionJax, FL
Jacksonville, FL 32246
Mailstop: J1 CASH

You can cure any other default by taking the following action within thirty (30) days of the date of this letter. (Do not use if not

(applicable.)

09-04-05
LOAN= 0012976098 DATE=08-24 USER=R21 KEY=OP843 VERS=007 TITLE=Part 3 PA NOI CO BOR 2 PROP
LINES-PER-PAGE=NO CONDITIONS=0
647/0012976098/OP843/6/9/000000000000

MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05
PAGE181,685
1c FORM=CKPX PRINTER=P23Z SECURITY=2

Re: Loan No. 0012976098

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within
THIRTY (30) DAYS of the date of this Notice, the lender intends to
exercise its rights to accelerate the mortgage debt.

This means that the entire outstanding balance of this debt will be
considered due immediately and you may lose the chance to pay the
mortgage in monthly installments. If full payment of the total amount
past due is not made within THIRTY (30) DAYS, the lender also intends
to instruct its attorneys to start legal action to foreclose upon your
mortgaged property.

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

OTHER LENDER REMEDIES - The lender may also sue you personally for the
unpaid principal balance and all other sums due under the mortgage.
RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not
cured the default within the THIRTY (30) DAY period and foreclosure
proceedings have begun, you still have the right to cure the default
and prevent the sale at any time up to one hour before the Sheriff's
Sale. You may do so by paying the total amount then past due, plus
any late or other charges then due, reasonable attorney's fees and
costs connected with the foreclosure sale and any other costs
connected with the Sheriff's Sale as specified in writing by the
lender and by performing any other requirements under the mortgage.

OP843 (Page 6 of 9)

09-04-05 MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05 PAGE181,686
LOAN= 0012976098 DATE=08-24 USER=R21 KEY=OP843 VERS=007 TITLE=Part 3 PA NOI CO BOR 2 PROP 1C FORM=CKPX PRINTER=P23Z SECURITY=2
LINES-PER-PAGE=NO CONDITIONS=0

Curing your default in the manner set forth in this notice will
restore your mortgage to the same position as if you had never
defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the

earliest date that such a Sheriff's Sale of the mortgaged property
could be held would be approximately (7) SEVEN Months from the date
of this Notice. A notice of the actual date of the Sheriff's Sale
will be sent to you before the sale. Of course, the amount needed
to cure the default will increase the longer you wait. You may find
out at any time exactly what the required payment or action will be
by contacting the lender.

(Page 7 of 9)
OP843 007 R21

Re: Loan No. 0012976098
HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation
Address: 4600 Touchon Road East Bldg 200 Ste 102
Attn: Daryl Johnson, Sara Haliko and Robinn Abel
Address: Jacksonville, FL 32246
Phone Number: 904-996-1730 or 1-800-326-1500 ext. 61730
Fax Number: 1-866-497-1263
Contact Persons: Daryl Johnson, Sara Haliko and Robinn Abel
Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.
Friday and Saturday 8:00 a.m. to 5:00 p.m.
Email Address: PHFA@OWC.com
EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will

end your ownership of the mortgaged property and your right to occupy it.
If you continue to live in the property after the Sheriff's Sale, a
lawsuit to remove you and your furnishings and other belongings could
be started by the lender at any time.
ASSUMPTION OF MORTGAGE - You may or X may not (CHECK ONE) sell
or transfer your home to a buyer or transferee who will assume the
mortgage debt, provided that all the outstanding payments, charges and
attorney's fees and costs are paid prior to or at the sale and that the
other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT TO:

- * TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE
DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF
THIS DEBT.
- * TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT
HAD OCCURRED, IF YOU CURED THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS
RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- * TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE
PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

OP844 (Page 8 of 9)

09-04-05 MSP LETTERWRITER ACTIVITY FOR MONTH OF 08-05
LOAN= 0012976098 DATE=08-24 USER=R21 KEY=OP844 VERS=024 TITLE=Part 4 PA NOI CO BOR 2 PROP
LINES-PER-PAGE=NO CONDITIONS=0

PAGE181,688
1C FORM=CKPX PRINTER=PZ3Z SECURITY=2


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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE. THIS DOES NOT IMPLY THAT OPTION ONE IS
ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN
DISCHARGED UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.

(Page 9 of 9)
OP844 024 R21

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD

SUITE 200

CHERRY HILL, NEW JERSEY 08003-3620

856 . 669 . 5400

FAX: 856 . 669 . 5399

PENNSYLVANIA OFFICE

215-568-9500

215-568-1141 FAX

MARK J. UDREN*

STUART WINNEG**

GAYL SPIVAK ORLOFF***

HEIDI R. SPIVAK***

CHRISTOPHER J. FOX***

MARISA JOY MYERS***

LORRAINE DOYLE**

ALAN M. MINATO***

DWIGHT MICHAELSON***

***ADMITTED NJ, PA, FL**

****ADMITTED PA**

*****ADMITTED NJ, PA**

TINA MARIE RICH

OFFICE ADMINISTRATOR

FREDDIE MAC
PENNSYLVANIA
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

November 30, 2005

Prothonotary of Clearfield County

Clearfield County Courthouse

230 East Market Street

Clearfield, PA 16830

**Re: Wells Fargo Bank, N.A., as Trustee for Merrill Lynch
Mortgage Investors Trust Mortgage Loan Asset-Backed
Certificates, Series 2004-OP1**

vs.

Thomas W. Lannen

Jennifer R. Lannen

Complaint in Mortgage Foreclosure

Gentlemen:

**In connection with the above captioned matter, enclosed please
find the following:**

- 1. Original Complaint in Mortgage Foreclosure to be filed
together with a copy of the first page to be time stamped and
returned in the enclosed self-addressed stamped envelope.**
- 2. Our check payable to the Prothonotary of Clearfield County
in the amount of \$85.00 in payment of your filing fee.**
- 3. Package to be forwarded to the Sheriff's Office for service
on the Defendant (s). Would you kindly place the action number
on the Sheriff's copies.**

Your assistance in this matter is greatly appreciated.

Sincerely yours,

Mark J. Udren, Esquire

UDREN LAW OFFICES, P.C.

MJU/ca

Enclosures

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as
Trustee for Merrill Lynch
Mortgage Investors Trust
Mortgage Loan Asset-Backed
Certificates, Series 2004-OP1
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County


NO. 05-1873-CD

v.
Thomas W. Lannen
Jennifer R. Lannen
Defendant

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly mark the above DISCONTINUED WITHOUT PREJUDICE,
upon payment of your costs only.



Mark J. Udren, Esquire
UDREN LAW OFFICES, P.C.
Attorney for Plaintiff

DATED: February 20, 2006

FILED No CC
m/3:42/81
MAR 02 2006 Cert. of Disc.
to Any
William A. Shaw
Prothonotary/Clerk of Courts Copy to CIA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Wells Fargo Bank, N. A.
Merrill Lynch Mortgage Investors Trust Mortgage

Vs.
Thomas W. Lannen
Jennifer R. Lannen

No. 2005-01873-CD

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 March 2, 2006, marked:

Discontinued without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Mark J. Udren, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of March A.D. 2006.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101047
NO: 05-1873-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK

vs.

DEFENDANT: THOMAS W. LANNEN and JENNIFER R. LANNEN

SHERIFF RETURN

NOW, December 31, 2005 AT 6:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS W. LANNEN DEFENDANT AT BOX 99, 1619 MAPLE ST., LANSE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JENNIFER R. LANNEN, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED
0125761
MAR 07 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101047
NO: 05-1873-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK

vs.

DEFENDANT: THOMAS W. LANNEN and JENNIFER R. LANNEN

SHERIFF RETURN

NOW, December 31, 2005 AT 6:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JENNIFER R. LANNEN DEFENDANT AT BOX 99, 1619 MAPLE ST., LANSE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JENNIFER R. LANNEN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101047
NO: 05-1873-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK

vs.

DEFENDANT: THOMAS W. LANNEN and JENNIFER R. LANNEN

SHERIFF RETURN

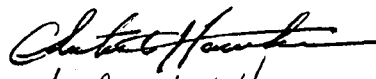
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	48089	20.00
SHERIFF HAWKINS	UDREN	48089	62.80

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


by Marilyn Harris

Chester A. Hawkins
Sheriff