

07-1319-CD

Wells Fargo vs Donald Wykoff

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed Receivables
LLC 2005-OP2 Mortgage Pass-Through
Certificates, Series 2005-OP2
2020 East First Street, Suite 100
Santa Ana, CA 92705

v.

Donald L. Wykoff
1026 8th Street
Casselberry, FL 32718

and

Diane M. Wykoff
1026 8th Street
Casselberry, FL 32718

Clearfield County
Court of Common Pleas

Number **07-1319-CD**

Attorneys for Plaintiff

FILED *Any pd. 85.00*
m/13:40/61
AUG 16 2007 *2cc Sheriff*
(JS)
William A. Shaw
Prothonotary/Clerk of Courts

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.

Dave Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas 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. Ademas, 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.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMATION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Dave Meholick
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McCABE, WEISBERG AND CONWAY, P.C.

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Attorneys for Plaintiff

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CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Wells Fargo Bank, National Association as Trustee for Securitized Asset Backed Receivables LLC 2005-OP2 Mortgage Pass-Through Certificates, Series 2005-OP2, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Donald L. Wykoff, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 1026 8th Street, Casselberry, FL 32718.

3. The Defendant is Diane M. Wykoff, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 1026 8th Street, Casselberry, FL 32718.

4. On 06/30/2005, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to H&R Block Mortgage Corporation which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200510238.

5. On 12/12/2005, the aforesaid mortgage was thereafter assigned by H&R Block Mortgage Corporation to Option One Mortgage Corporation by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book Instrument #200521412..

6. On 12/12/2005, the aforesaid mortgage was thereafter assigned by Option One Mortgage Corporation to Wells Fargo Bank, National Association as Trustee for Securitized Asset Backed Receivables LLC 2005-OP2 Mortgage Pass-Through Certificates, Series 2005-OP2, Plaintiff herein, by Assignment of Mortgage which will be duly recorded in the Office of the Recorder of Clearfield County.

7. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known 159 Stone Lane, Rockton, PA 15856.

8. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 02/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

9. The following amounts are due on the mortgage:

Principal Balance	\$ 50,944.50
Interest through 05/29/2007 (Plus \$ 14.03 per diem thereafter)	\$ 2,113.43
Attorney's Fee	\$ 2,547.23
Late Charges	\$ 407.55
Corporate Advance	\$ 4.70
NSF Fees	\$ 40.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 60,217.41

10. The attorney's 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 attorney's fees will be charged based on work actually performed.

11. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendants by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$60,217.41, together with interest at the rate of \$14.03 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

McCABE, WEISBERG AND CONWAY, P.C.

BY: Margaret Gairo
Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE

VERIFICATION

The undersigned attorney hereby certifies that he/she is the Attorney for the Plaintiff in the within action, and that he/she is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff, who is not available to sign this, are true and correct to the best of his/her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG AND CONWAY, P.C.

BY: Marg Gairo
Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE

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

***RETURN DOCUMENT TO:**

DIVERSIFIED SETTLEMENT SERVICES INC

Instrument Number - 200510238

Recorded On 7/8/2005 At 10:46:32 AM

*** Instrument Type - MORTGAGE**

*** Total Pages - 15**

Invoice Number - 132228

*** Mortgagor - WYKOFF, DONALD L**

*** Mortgagee - H & R BLOCK MORTGAGE CORPORATION**

*** Customer - DIVERSIFIED SETTLEMENT SERVICES INC**

*** FEES**

STATE WRIT TAX \$0.50

JCS/ACCESS TO JUSTICE \$10.00

RECORDING FEES - \$33.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL \$48.50

**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.**

Exhibit A

PREPARED BY:
OPTION ONE MORTGAGE CORP.
P.O. BOX 57076
IRVINE, CA 92619-7076

PROPERTY ADDRESS:

159 STONE LN,
ROCKTON, PA 15856-1717

Record & Return:
DIVERSIFIED SETTLEMENT
SERVICES, INC.

1206 New Rodgers Road
Bristol, PA 19007

Loan Number: 281016037
Servicing Number: 001751336-7
Parcel Number: 129-E7-52

WHEN RECORDED MAIL TO:
OPTION ONE MORTGAGE CORP.
P.O. BOX 57096
IRVINE, CA 92619-7096
(790) 790-3600
ATTN: RECORDS MANAGEMENT

DSS-20902
129-E07-000-00052 [Space Above This Line For Recording Data]
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 30, 2005 . The mortgagor is

Donald L. Wykoff and Diane M. Wykoff

("Borrower"). This Security Instrument is given to

H&R Block Mortgage Corporation, a Massachusetts Corporation

which is organized and existing under the laws of MASSACHUSETTS , and whose
address is

3 Burlington Woods, 2nd Floor, Burlington, MA 01803 ("Lender").

Borrower owes Lender the principal sum of

FIFTY ONE THOUSAND THREE HUNDRED SEVENTY FIVE

... AND NO/100THS Dollars (U.S. \$51,375.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 01, 2035 .

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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

Clearfield County, Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

Exhibit A

All that certain piece or parcel of land situate, lying and being in the Township of Union, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

Beginning at an iron pin at the Northwest corner of parcel herein described at the common corner of lands now or formerly of R. Harris, R. Brown and Mary Harris; thence South 89°54' East along lands now or formerly of R. Harris 371.06 feet to an iron pin; thence through lands now or formerly of Mary Harris, South 34°22'50" East 428.55 feet to an iron pin in or near a stream; thence South 57°04'30" East 159.0 feet to an iron pin in or near a stream; thence South 47°38'20" West 410.5 feet to an iron pin at the lands now or formerly of W. Knisley; thence North 41°30' West 587 feet along lands now or formerly of Knisley to an iron pin at the lands now or formerly of R. Brown; thence North 1°11'15" East along lands now or formerly of Brown, 277.67 feet to an iron pin, the place of beginning. The parcel contains 6.25 acres and is as set forth on plat dated August 5, 1979, by General Engineers and Technicians.

Subject to a right-of way over a dirt lane leading from Township Road No. T-499, first in an Easterly direction and thence in a Northwesterly direction to the Southeasterly boundary of the premises herein being conveyed the same as said right-of-way was conveyed to Grantors. Said right-of-way is to be used in common by the grantees their heirs and assigns and former Grantors and their heirs and assigns.

Being Tax Parcel #129-E07-000-00052

Loan Number: 281016037

Servicing Number: 001751336-7

Date: 06/30/05

which has the address of 159 STONE LN, ROCKTON

[Street, City]

Pennsylvania 15856-1717 ("Property Address");
[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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or

restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be subject to the provisions of this paragraph 5.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary/secondary residence. Lender makes non-owner residence loans of different terms. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary/secondary residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument. If Borrower breaches this promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument; (1) Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument; (2) Decrease the term of the loan and adjust the monthly payments under the Note accordingly, increase the interest rate and adjust the monthly payments under the Note accordingly, or (3) require that the principal balance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner occupied loans.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of

action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate in effect from time to time and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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.

If Lender exercises this option, 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law. The holder of the Note and this Security Instrument shall be deemed to be the Lender hereunder.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other (required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. If any installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage or other instrument secured by the Property, all sums secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of

any prior forbearance. In such event, Lender, at its option, and subject to applicable law, may then or thereafter invoke the power of sale and/or any other remedies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property for services rendered if the charging of the fee is permitted under applicable law.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Misrepresentation and Nondisclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately due and payable.

28. Time is of the Essence. Time is of the essence in the performance of each provision of this Security Instrument.

29. Waiver of Statute of Limitations. The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by applicable law.

30. Modification. This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

31. Reimbursement. To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender including, but not limited to assumption application fees; fees for payoff demands and, statements of loan balance; fees for making, transmitting and transporting copies of loan documents, verifications, full or partial lien releases and other documents requested by borrower or necessary for performance of Lender's rights or duties under this Security Instrument; fees arising from a returned or dishonored check; fees to determine whether the Property is occupied, protected, maintained or insured or related purposes; appraisal fees, inspection fees, legal fees, broker fees, insurance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other

fees and costs of a similar nature not otherwise prohibited by law. Permitted by applicable law, Borrower shall pay to Lender their fees in connection with Lender providing documents or services arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument.

32. Clerical Error. In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to re-execute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

33. Lost Stolen, Destroyed or Mutilated Security Instrument and Other Documents. In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan document, and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

34. Assignment of Rents. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security instrument and Borrower has not abandoned the Property.

35. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ No Prepayment Penalty Option Rider

☐ Planned Unit Development Rider

☐ Occupancy Rider

☐ Other(s) (specify)

☐

Loan Number: 281016037

Servicing Number: 001751336-7

Date: 06/30/05

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

[Signature]

[Signature] (Seal)
-Borrower

[Signature] (Seal)
DONALD L. WYKOFF -Borrower

[Signature] (Seal)
DIANE M. WYKOFF -Borrower

[Signature] (Seal)
-Borrower

[Signature] (Seal)
-Borrower

Certificate of Residence

I, Debbie Mumford, do hereby certify that the correct address of the within-named Mortgagee is

3 Burlington Woods, 2nd Floor, Burlington, MA 01803
Witness my hand this 30th day of June, 2005

[Signature]
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

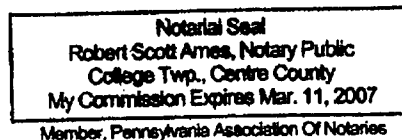
CLEARFIELD County ss:

On this, the 30th day of JUNE, 2005, before me, the undersigned officer, personally appeared DONALD L. WYKOFF AND DIANE M. WYKOFF

known to me (or satisfactorily proven) to be the person(s) whose names ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 03/11/07



[Signature]

Notary Public
Title of Officer

Loan Number: 281016037

Servicing Number: 001751336-7

Date: 06/30/05

ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made June 30, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

H&R Block Mortgage Corporation, a Massachusetts Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

159 STONE LN, ROCKTON, PA 15856-1717

[Property Address]

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

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

The Note provides for an initial interest rate of 10.050%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of August 01 2007, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(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 six-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 EIGHT AND 50/1000 percentage point(s) (8.050%) to the Current Index. The Note Holder will then round the result of this addition to the next higher one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will

Loan Number: 281016037 Servicing Number: 001751336-7 Date: 06/30/05

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

13.050% or less than 10.050%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding six months. In no event will my interest rate be greater than 16.050% or less than 10.050%.

(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 title and telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Covenant 17 of the Security Instrument is amended to read 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 may also 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.

Loan Number: 281016037

Servicing Number: 001751336-7

Date: 06/30/05


BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


DONALD L WYKOFF (Seal)

_____(Seal)

_____(Seal)

_____(Seal)


DIANE M WYKOFF (Seal)

_____(Seal)



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



National Association of
Professional Process Servers



Philadelphia Association
of Professional Process Servers

Wells Fargo Bank, et al : COURT Court of Common Pleas of Pennsylvania
-VS- : COUNTY Clearfield County
Donald L. Wykoff, et al : CASE NUMBER 07-1319-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF PHILADELPHIA:

B&R Control # CS042642 - 1
Reference Number 228-0059pa

SERVICE INFORMATION

On 28 day of August, 2007 we received the
Mortgage Foreclosure Complaint
for service upon Donald L. Wykoff
at 1026 8th Street Casselberry, FL 32718

FILED

SEP 27 2007

William A. Shaw
Prothonotary/Clerk of Courts

*** Special Instructions ***

☒ Served Date 9-4-07 Time 8:00pm Accepted By: _____

In the manner described below.

- ☒ Personally served.
☐ Adult family member. Relationship is _____
☐ Adult in charge of residence who refused to give name and/or relationship. _____
☐ Manager/Clerk of place of residence lodging _____
☐ Agent or person in charge of office or usual place of business _____
☐ Other _____

Description of Person Age _____ Height 5'6" Weight 350 Race White Sex M
Other _____

☐ Not Served Date _____ Time _____

Not Served Information

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

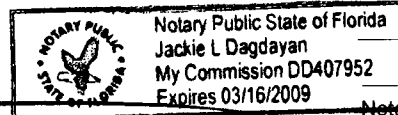
The Process Server, being duly sworn,
deposes and says that the facts set forth
herein are true and correct to the best of their
knowledge, information and belief.

Process Server/Sheriff _____

Sworn to and subscribed before me this

day of

September, 2007



Notary Public

Law Firm Phone (215)790-1010 Fo
Terrence McCabe, Esquire
McCabe, Weisberg & Conway, PC
123 South Broad Street
Suite 2080
Philadelphia, PA 19109

ServeBy Date 9/20/2007
Filed Date 8/16/2007

ORIGINAL

240VC

AFFIDAVIT OF SERVICE

Commonwealth of Pennsylvania

County of Clearfield

Common Pleas Court

Case Number: 07-1319-CD

Plaintiff:

Wells Fargo Bank, National Association, etc.

vs.

Defendant:

Donald L. Wykoff, et al.

For:

B&R Services For Professionals Inc.

235 South 13th Street
Philadelphia, PA 19107

Received by B&R Services For Professionals Inc. on the 31st day of August, 2007 at 1:18 pm to be served on **Donald L. Wykoff, 1026 8th Street, Casselberry, FL 32718.**

I, Linda J. Moran, being duly sworn, depose and say that on the **4th day of September, 2007 at 8:00 pm, I:**

INDIVIDUALLY SERVED: Served the within named person by delivering a true copy of this **Civil Action/Mortgage Foreclosure with Notice** with the date and hour of service endorsed thereon by me, pursuant to F.S. 48.031(1).

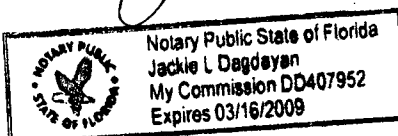
Military Status: Based upon inquiry of party served, defendant is not in the military service of the United States.

Description of Person Served: Age: ?, Sex: M, Race/Skin Color: White, Height: 5'6", Weight: 350, Hair: Brown, Glasses: N

I certify that I am a Certified Process Server, I am over the age of eighteen, and have no interest in the above action.

Subscribed and Sworn to before me on the 5th day of September, 2007 by the affiant who is personally known to me.

NOTARY PUBLIC




Linda J. Moran
Process Server # 0223

B&R Services For Professionals Inc.

235 South 13th Street
Philadelphia, PA 19107
(800) 503-7400
Our Job Serial Number: 2007016953
Ref: CS042642-1&2
Service Fee: _____



235 SOUTH 13TH STREET
PHILADELPHIA, PA 19107
PHONE: (215) 546-7400
FAX: (215) 985-0169



National Association of
Professional Process Servers



Philadelphia Association
of Professional Process Servers

Wells Fargo Bank, et al : COURT Court of Common Pleas of Pennsylvania
-VS- : COUNTY Clearfield County
Donald L. Wykoff, et al : CASE NUMBER 07-1319-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF PHILADELPHIA:

B&R Control # CS042642 - 2
Reference Number 228-0059pa

SERVICE INFORMATION

On 28 day of August, 2007 we received the
Mortgage Foreclosure Complaint
for service upon **Diane M. Wykoff**
at **1026 8th Street Casselberry, FL 32718**

*** Special Instructions ***

☒ Served Date 9-4-07 Time 8:00pm Accepted By: Donald Wykoff

In the manner described below.

- ☐ Personally served.
☒ Adult family member. Relationship is husband
☐ Adult in charge of residence who refused to give name and/or relationship.
☐ Manager/Clerk of place of residence lodging
☐ Agent or person in charge of office or usual place of business
☐ Other

Description of Person Age _____ Height 5'6" Weight 350 Race White Sex M
Other _____

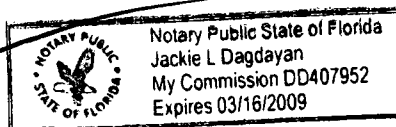
☐ Not Served Date _____ Time _____

Not Served Information

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

The Process Server, being duly sworn,
deposes and says that the facts set forth
herein are true and correct to the best of their
knowledge, information and belief.

Process Server/Sheriff _____



Sworn to and subscribed before me this

5 day of September, 2007

Notary Public

Law Firm Phone (215)790-1010 Fo
Terrence McCabe, Esquire
McCabe, Weisberg & Conway, PC
123 South Broad Street
Suite 2080
Philadelphia, PA 19109

ServeBy Date 9/20/2007
Filed Date 8/16/2007

ORIGINAL

240VC

AFFIDAVIT OF SERVICE

Commonwealth of Pennsylvania

County of Clearfield

Common Pleas Court

Case Number: 07-1319-CD

Plaintiff:

Wells Fargo Bank, National Association, etc.

vs.

Defendant:

Donald L. Wykoff, et al.

For:

B&R Services For Professionals Inc.

235 South 13th Street
Philadelphia, PA 19107

Received by B&R Services For Professionals Inc. on the 31st day of August, 2007 at 1:18 pm to be served on **Diane M. Wykoff, 1026 8th Street, Casselberry, FL 32718.**

I, Linda J. Moran, being duly sworn, depose and say that on the **4th day of September, 2007 at 8:00 pm, I:**

Substitute Service: Served a true copy of this **Civil Action/Mortgage Foreclosure with Notice** with the date and hour of service endorsed thereon by me, at the within named person's usual place of abode, to a person residing therein who is 15 years of age or older, to-wit: Donald Wykoff, husband/co-resident and informing said person of the contents thereof, pursuant to F.S. 48.031(1).

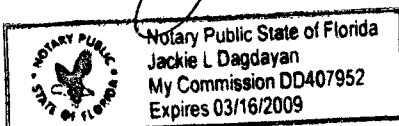
Military Status: Based upon inquiry of party served, defendant is not in the military service of the United States.

Description of Person Served: Age: ?, Sex: M, Race/Skin Color: White, Height: 5'6", Weight: 350, Hair: Brown, Glasses: N

I certify that I am a Certified Process Server, I am over the age of eighteen, and have no interest in the above action.

Subscribed and Sworn to before me on the 5th day of September, 2007 by the affiant who is personally known to me.

NOTARY PUBLIC




Linda J. Moran
Process Server # 0223

B&R Services For Professionals Inc.

235 South 13th Street
Philadelphia, PA 19107
(800) 503-7400
Our Job Serial Number: 2007016954
Ref: CS042642-1&2
Service Fee: _____

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
BONNIE DAHL, ESQUIRE - ID # 79294
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorneys for Plaintiff

FILED *Atty pd. 20.00*
m/d: 29/07
OCT 18 2007 *icc Notice to Defs.*
William A. Shaw
Prothonotary/Clerk of Courts *Statement to Atty*
(GK)

Wells Fargo Bank, National Association as Trustee for
Securitized Asset Backed Receivables LLC 2005-OP2
Mortgage Pass-Through Certificates, Series 2005-OP2
Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-1319-CD

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Kindly enter judgment by default in favor of Plaintiff and against Defendants, Donald L. Wykoff and Diane M. Wykoff in the above-captioned matter for failure to answer Complaint as required by Pennsylvania Rules of Civil Procedure and assess damages as follows:


Principal	\$ 60,217.41
Interest 05/30/2007 to 10/18/2007 @ \$14.03 per diem	\$ 1,992.26
Costs	\$
Total	\$ 62,209.67 (plus costs and interest)

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 
Attorneys for Plaintiff
ANDREW L. MARKOWITZ, ESQUIRE

AND NOW, this 18th day of October, 2007, Judgment is entered in favor of Plaintiff, Wells Fargo Bank, National Association as Trustee for Securitized Asset Backed Receivables LLC 2005-OP2 Mortgage Pass-Through Certificates, Series 2005-OP2, and against Defendants, Donald L. Wykoff and Diane M. Wykoff and damages are assessed in the amount of \$62,209.67, plus interest and costs.

BY THE PROTHONOTARY:



W.A. Shaw

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

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BONNIE DAHL, ESQUIRE - ID # 79294

ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Attorneys for Plaintiff

**Wells Fargo Bank, National Association as Trustee for
Securitized Asset Backed Receivables LLC 2005-OP2
Mortgage Pass-Through Certificates, Series 2005-OP2
Plaintiff**

v.

**Donald L. Wykoff and Diane M. Wykoff
Defendants**

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

Number 07-1319-CD

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA

The undersigned, being duly sworn according to law, deposes and says that the Defendants, Donald L. Wykoff and Diane M. Wykoff, are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendants, Donald L. Wykoff and Diane M. Wykoff, are over eighteen (18) years of age, and reside as follows:

Donald L. Wykoff
1026 8th Street
Casselberry, FL 32718

Diane M. Wykoff
1026 8th Street
Casselberry, FL 32718

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 17th DAY

OF OCTOBER, 2007.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

**Susan J. Markowitz, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Feb. 13, 2011**

Notary, Philadelphia Association of Notaries

McCABE, WEISBERG, AND CONWAY, P.C.

BY:

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

BONNIE DAHL, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
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BONNIE DAHL, ESQUIRE - ID # 79294
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-1319-CD

AFFIDAVIT OF LAST-KNOWN MAILING ADDRESS OF DEFENDANTS

I, Andrew L. Markowitz, Esquire, attorney for the Plaintiff in the within matter, being duly sworn according to law, hereby depose and say that the last-known mailing addresses of the Defendants are:

Donald L. Wykoff
1026 8th Street
Casselberry, FL 32718

Diane M. Wykoff
1026 8th Street
Casselberry, FL 32718

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 17th DAY

OF OCTOBER 2007.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Susan J. Markowitz, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Feb. 13, 2011
Member, Pennsylvania Association of Notaries

McCABE, WEISBERG, AND CONWAY, P.C.

BY:

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE
FRANK DUBIN, ESQUIRE
BONNIE DAHL, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
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FRANK DUBIN, ESQUIRE - ID # 19280
BONNIE DAHL, ESQUIRE - ID # 79294
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-1319-CD

CERTIFICATION

Andrew L. Markowitz, Esquire, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendants that judgment would be entered against them within ten (10) days from the date of said letter in accordance with Rule 237.5 of the Pennsylvania Rules of Civil Procedure. A copy of said letter is attached hereto and marked as Exhibit "A".

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 17th DAY

OF OCTOBER, 2007.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Susan J. Markowitz, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Feb. 13, 2011
Member, Pennsylvania Association of Notaries

McCABE, WEISBERG, AND CONWAY, P.C.

BY: _____

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE
FRANK DUBIN, ESQUIRE
BONNIE DAHL, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE

**OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Courthouse, Clearfield, PA 16830**

**William A. Shaw
Prothonotary**

September 25, 2007

To: Donald L. Wykoff
1026 8th Street
Casselberry, FL 32718

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2

vs.

Donald L. Wykoff
and
Diane M. Wykoff

Clearfield County
Court of Common Pleas

Number 07-1319-CD

**NOTICE, RULE 237.5
NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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.

Dave Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARECER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DEBERCHOS IMPORTANTES.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Dave Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE**

**OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Courthouse, Clearfield, PA 16830**

**William A. Shaw
Prothonotary**

September 25, 2007

To: Diane M. Wykoff
1026 8th Street
Casselberry, FL 32718

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2

vs.

Donald L. Wykoff

and

Diane M. Wykoff

Clearfield County
Court of Common Pleas

Number 07-1319-CD

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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.

Dave Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARECER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

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Dave Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

VERIFICATION

The undersigned, ANDREW L. MARKOWITZ, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. Section 4909 relating to unsworn falsification to authorities.

McCABE, WEISBERG, AND CONWAY, P.C.

BY:  _____

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

BONNIE DAHL, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

**OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Courthouse
Clearfield, PA 16830**

COPY

**William A. Shaw
Prothonotary**

To: Donald L. Wykoff
1026 8th Street
Casselberry, FL 32718

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff
v.

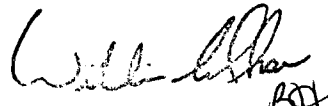
Donald L. Wykoff and Diane M. Wykoff
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 07-1319-CD

NOTICE

Pursuant to Rule 236, you are hereby notified that a JUDGMENT has been entered in the
above proceeding as indicated below.

 10/18/07
William A. Shaw
Prothonotary

- ☒ Judgment by Default
☐ Money Judgment
☐ Judgment in Replevin
☐ Judgment for Possession

If you have any questions concerning this Judgment, please call McCabe, Weisberg and Conway,
P.C. at (215) 790-1010.

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Courthouse
Clearfield, PA 16830

COPY

William A. Shaw
Prothonotary

To: Diane M. Wykoff
1026 8th Street
Casselberry, FL 32718

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff
v.

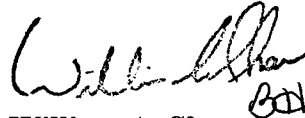
Donald L. Wykoff and Diane M. Wykoff
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COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 07-1319-CD

NOTICE

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above proceeding as indicated below.



William A. Shaw
Prothonotary

10/18/07

- ☒ Judgment by Default
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☐ Judgment for Possession

If you have any questions concerning this Judgment, please call McCabe, Weisberg and Conway,

P.C. at (215) 790-1010.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Wells Fargo Bank, National Association
Plaintiff(s)

No.: 2007-01319-CD

Real Debt: \$62,209.67

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Donald L. Wykoff
Diane M. Wykoff
Defendant(s)

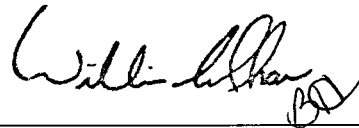
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 18, 2007

Expires: October 18, 2012

Certified from the record this 18th day of October, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

Praeipie for Writ of Execution-Mortgage Foreclosure

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-1319-CD

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue Writ of Execution in the above matter

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Donald L. Wykoff and Diane M. Wykoff defendants, and
3. Against _____ Garnishee(s);
4. And index this writ
 - a) Against Donald L. Wykoff and Diane M. Wykoff defendants
 - b) Against _____ Garnishee(s)

As a lis pendens against the real property of the defendants ~~in the name of~~ Garnishee(s) as follows:
(Specifically described property)*

159 STONE LANE, UNION TOWNSHIP, ROCKTON, PA 15856

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due	\$ 62,209.67
Interest from 10/19/2007 to DATE OF SALE	\$
@ \$10.23 per diem	
Costs	\$
Total	\$ Plus Costs
	<u>1675.00</u> Prothonotary costs

Andrew L. Markowitz, Esquire
McCabe, Weisberg and Conway, P.C.
Attorneys for Plaintiff(s)

Prothy. N. 63

FILED

OCT 18 2007

William A. Shaw
Prothonotary/Clerk of Courts

Atty. fee 20.00
1000
w/ prop. desc.
to Sheriff
(K)

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Union, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an iron pin at the Northwest corner of parcel herein described at the common corner of lands now or formerly of R. Harris, R. Brown and Mary Harris; thence South Eighty-nine (89) degrees Fifty-four (54) minutes East along lands now or formerly of R. Harris Three Hundred Seventy-one and Six Hundredths (371.06) feet to an iron pin; thence through lands now or formerly of Mary Harris, South Thirty-four (34) degrees Twenty-two (22) minutes Fifty (50) seconds East Four Hundred Twenty-eight and Fifty-five Hundredths (428.55) feet to an iron pin in or near a stream; thence South Fifty-seven (57) degrees Four (04) minutes Thirty (30) seconds East One Hundred Fifty-nine (159.0) feet to an iron pin in or near a stream; thence South Forty-seven (47) degrees Thirty-eight (38) minutes Twenty (20) seconds West Four Hundred Ten and Five-tenths (410.5) feet to an iron pin at the lands now or formerly of W. Knisley; thence North Forty-one (41) degrees Thirty (30) minutes West Five Hundred Eighty-seven (587) feet along lands now or formerly of Knisley to an iron pin at the lands now or formerly of R. Brown; thence North One (1) degree Eleven (11) minutes Fifteen (15) seconds East along lands now or formerly of Brown, Two Hundred Seventy-seven and Sixty-seven Hundredths (277.67) feet to an iron pin, the place of BEGINNING.

THE PARCEL contains Six and Twenty-five Hundredths (6.25) acres and is as set forth on plat dated August 5, 1979 by General Engineers and Technicians.

HAVING THEREON ERECTED a residential dwelling.

BEING KNOWN AS 159 Stone Lane, Rockton, PA 15856.

SUBJECT to a right-of-way over a dirt lane leading from Township Road No. T-499, first in an Easterly direction and thence in a Northwesterly direction to the Southeasterly boundary of the premises herein being conveyed the same as said right-of-way was conveyed to prior Grantors of these premises. Said right-of-way is to be used in common by the Grantees, their heirs and assigns and former Grantors and their heirs and assigns.

BEING TAX PARCEL NO. 129-E07-000-00052.

BEING THE SAME PREMISES which Donald L. Wykoff and Diane M. Kinder, now married to Donald L. Wykoff and now known as Diane M. Wykoff, husband and wife, by Deed dated May 13, 1997 and recorded in the Office of the Recorder of Deeds in and for Clearfield County in Deed Book Volume 1851, Page 484, granted and conveyed unto Donald L. Wykoff and Diane M. Wykoff, husband and wife.

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
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ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-1319-CD

AFFIDAVIT PURSUANT TO RULE 3129

I, Andrew L. Markowitz, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praeipce for the Writ of Execution was filed the following information concerning the real property located at: 159 Stone Lane, Union Township, Rockton, PA 15856, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name	Address
Donald L. Wykoff	1026 8th Street Casselberry, FL 32718
Diane M. Wykoff	1026 8th Street Casselberry, FL 32718

2. Name and address of Defendants in the judgment:

Name	Address
Donald L. Wykoff	1026 8th Street Casselberry, FL 32718
Diane M. Wykoff	1026 8th Street Casselberry, FL 32718

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Name	Address
------	---------

None other.

4. Name and address of the last recorded holder of every mortgage of record:

Name	Address
Pennsylvania Housing Finance Agency	511 North Front Street P.O. Box 15530 Harrisburg, PA 17105-5530

5. Name and address of every other person who has any record lien on the property:

Name	Address
------	---------

None.

6. Name and address of every other person who has any record interest in the property which may be affected by the sale:

Name	Address
------	---------

None.

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name	Address
Tenant/Occupants	159 Stone Lane Rockton, PA 15856
Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128

Department of Public Welfare
TPL Casualty Unit Estate
Recovery Program

Rick Redden - Director
Clearfield County Domestic
Relations Office

United States of America
c/o Attorney for the Western
District of PA

Internal Revenue Service
Federated Investors Tower

Commonwealth of PA
Department of Revenue
Bureau of Compliance

Willow Oak Building
P.O. Box 8486
Harrisburg, PA 17105-8486

Clearfield County Courthouse 230 East
Market Street
Clearfield, PA 16830

633 U.S. Post Office and Courthouse
7th & Grant Streets
Pittsburgh, PA 15219

1001 Liberty Avenue, Ste. 1300
Pittsburgh, PA 15222

Dept. 281230
Harrisburg, PA 17128-0948

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

DATE: October 17, 2007

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

BONNIE DAHL, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Union, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an iron pin at the Northwest corner of parcel herein described at the common corner of lands now or formerly of R. Harris, R. Brown and Mary Harris; thence South Eighty-nine (89) degrees Fifty-four (54) minutes East along lands now or formerly of R. Harris Three Hundred Seventy-one and Six Hundredths (371.06) feet to an iron pin; thence through lands now or formerly of Mary Harris, South Thirty-four (34) degrees Twenty-two (22) minutes Fifty (50) seconds East Four Hundred Twenty-eight and Fifty-five Hundredths (428.55) feet to an iron pin in or near a stream; thence South Fifty-seven (57) degrees Four (04) minutes Thirty (30) seconds East One Hundred Fifty-nine (159.0) feet to an iron pin in or near a stream; thence South Forty-seven (47) degrees Thirty-eight (38) minutes Twenty (20) seconds West Four Hundred Ten and Five-tenths (410.5) feet to an iron pin at the lands now or formerly of W. Knisley; thence North Forty-one (41) degrees Thirty (30) minutes West Five Hundred Eighty-seven (587) feet along lands now or formerly of Knisley to an iron pin at the lands now or formerly of R. Brown; thence North One (1) degree Eleven (11) minutes Fifteen (15) seconds East along lands now or formerly of Brown, Two Hundred Seventy-seven and Sixty-seven Hundredths (277.67) feet to an iron pin, the place of BEGINNING.

THE PARCEL contains Six and Twenty-five Hundredths (6.25) acres and is as set forth on plat dated August 5, 1979 by General Engineers and Technicians.

HAVING THEREON ERECTED a residential dwelling.

BEING KNOWN AS 159 Stone Lane, Rockton, PA 15856.

SUBJECT to a right-of-way over a dirt lane leading from Township Road No. T-499, first in an Easterly direction and thence in a Northwesterly direction to the Southeasterly boundary of the premises herein being conveyed the same as said right-of-way was conveyed to prior Grantors of these premises. Said right-of-way is to be used in common by the Grantees, their heirs and assigns and former Grantors and their heirs and assigns.

BEING TAX PARCEL NO. 129-E07-000-00052.

BEING THE SAME PREMISES which Donald L. Wykoff and Diane M. Kinder, now married to Donald L. Wykoff and now known as Diane M. Wykoff, husband and wife, by Deed dated May 13, 1997 and recorded in the Office of the Recorder of Deeds in and for Clearfield County in Deed Book Volume 1851, Page 484, granted and conveyed unto Donald L. Wykoff and Diane M. Wykoff, husband and wife.

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
BONNIE DAHL, ESQUIRE - ID # 79294
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorneys for Plaintiff

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed Receivables
LLC 2005-OP2 Mortgage Pass-Through
Certificates, Series 2005-OP2

Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 07-1319-CD

CERTIFICATE

Andrew L. Markowitz, Esquire hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the property is not subject to the provisions of Act 91 because it is:

- ☐ An FHA insured mortgage
- ☐ Non-owner occupied
- ☐ Vacant
- ☒ Act 91 procedures have been fulfilled.

This certification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG & CONWAY, PC

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE
FRANK DUBIN, ESQUIRE
BONNIE DAHL, ESQUIRE
ANDREW L. MARKOWITZ, ESQUIRE

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

COPY

Wells Fargo Bank, National Association as Trustee
for Securitized Asset Backed Receivables LLC
2005-OP2 Mortgage Pass-Through Certificates,
Series 2005-OP2

Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff

Defendants

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD, PENNSYLVANIA

Exec. No. _____ Term 20 ____

No. 07-1319-CD

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and
sell the following described property (specifically described property below):

All real property and improvements thereon located at:
159 Stone Lane, Union Township, Rockton, PA 15856
Improvements: residential dwelling

Amount Due \$ 62,209.67

Interest from 10/19/2007 to DATE OF SALE \$

@ \$10.23 per diem

Costs \$

Total \$ Plus Costs

125.00

Prothonotary costs

Dated: 10/18/07

(SEAL)

William L. Shaffer
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: _____

Deputy

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Union, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an iron pin at the Northwest corner of parcel herein described at the common corner of lands now or formerly of R. Harris, R. Brown and Mary Harris; thence South Eighty-nine (89) degrees Fifty-four (54) minutes East along lands now or formerly of R. Harris Three Hundred Seventy-one and Six Hundredths (371.06) feet to an iron pin; thence through lands now or formerly of Mary Harris, South Thirty-four (34) degrees Twenty-two (22) minutes Fifty (50) seconds East Four Hundred Twenty-eight and Fifty-five Hundredths (428.55) feet to an iron pin in or near a stream; thence South Fifty-seven (57) degrees Four (04) minutes Thirty (30) seconds East One Hundred Fifty-nine (159.0) feet to an iron pin in or near a stream; thence South Forty-seven (47) degrees Thirty-eight (38) minutes Twenty (20) seconds West Four Hundred Ten and Five-tenths (410.5) feet to an iron pin at the lands now or formerly of W. Knisley; thence North Forty-one (41) degrees Thirty (30) minutes West Five Hundred Eighty-seven (587) feet along lands now or formerly of Knisley to an iron pin at the lands now or formerly of R. Brown; thence North One (1) degree Eleven (11) minutes Fifteen (15) seconds East along lands now or formerly of Brown, Two Hundred Seventy-seven and Sixty-seven Hundredths (277.67) feet to an iron pin, the place of BEGINNING.

THE PARCEL contains Six and Twenty-five Hundredths (6.25) acres and is as set forth on plat dated August 5, 1979 by General Engineers and Technicians.

HAVING THEREON ERECTED a residential dwelling.

BEING KNOWN AS 159 Stone Lane, Rockton, PA 15856.

SUBJECT to a right-of-way over a dirt lane leading from Township Road No. T-499, first in an Easterly direction and thence in a Northwesterly direction to the Southeasterly boundary of the premises herein being conveyed the same as said right-of-way was conveyed to prior Grantors of these premises. Said right-of-way is to be used in common by the Grantees, their heirs and assigns and former Grantors and their heirs and assigns.

BEING TAX PARCEL NO. 129-E07-000-00052.

BEING THE SAME PREMISES which Donald L. Wykoff and Diane M. Kinder, now married to Donald L. Wykoff and now known as Diane M. Wykoff, husband and wife, by Deed dated May 13, 1997 and recorded in the Office of the Recorder of Deeds in and for Clearfield County in Deed Book Volume 1851, Page 484, granted and conveyed unto Donald L. Wykoff and Diane M. Wykoff, husband and wife.

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
BONNIE DAHL, ESQUIRE - ID # 79294
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorneys for Plaintiff

FILED *no cc*
m/12:49/20
DEC 17 2007
William A. Shaw
Prothonotary/Clerk of Courts

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-1319-CD

AFFIDAVIT OF SERVICE

I, the undersigned, attorney for the Plaintiff in the within matter, hereby certify that on the 13th day of December, 2007, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A."

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 13TH DAY

OF DECEMBER, 2007.


NOTARY PUBLIC

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

BONNIE DAHL, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Susan J. Markowitz, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Feb. 13, 2011

Member: Pennsylvania Association of Notaries

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
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BONNIE DAHL, ESQUIRE - ID # 79294
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorneys for Plaintiff

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

Number 07-1319-CD

AFFIDAVIT PURSUANT TO RULE 3129

I, Andrew L. Markowitz, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 159 Stone Lane, Union Township, Rockton, PA 15856, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name	Address
Donald L. Wykoff	1026 8th Street Casselberry, FL 32718
Diane M. Wykoff	1026 8th Street Casselberry, FL 32718

2. Name and address of Defendants in the judgment:

Name	Address
Donald L. Wykoff	1026 8th Street Casselberry, FL 32718
Diane M. Wykoff	1026 8th Street Casselberry, FL 32718

EXHIBIT A

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Name	Address
------	---------

None other.

4. Name and address of the last recorded holder of every mortgage of record:

Name	Address
------	---------

Pennsylvania Housing Finance Agency	511 North Front Street P.O. Box 15530 Harrisburg, PA 17105-5530
-------------------------------------	---

5. Name and address of every other person who has any record lien on the property:

Name	Address
------	---------

None.

6. Name and address of every other person who has any record interest in the property which may be affected by the sale:

Name	Address
------	---------

None.

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name	Address
------	---------

Tenant/Occupants	159 Stone Lane Rockton, PA 15856
------------------	-------------------------------------

Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
--	---------------------------------------

Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
--	---

Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
--	--

EXHIBIT A

Department of Public Welfare
TPL Casualty Unit Estate
Recovery Program

Rick Redden - Director
Clearfield County Domestic
Relations Office

United States of America
c/o Attorney for the Western
District of PA

Internal Revenue Service
Federated Investors Tower

Commonwealth of PA
Department of Revenue
Bureau of Compliance

Willow Oak Building
P.O. Box 8486
Harrisburg, PA 17105-8486

Clearfield County Courthouse 230 East
Market Street
Clearfield, PA 16830

633 U.S. Post Office and Courthouse
7th & Grant Streets
Pittsburgh, PA 15219

1001 Liberty Avenue, Ste. 1300
Pittsburgh, PA 15222

Dept. 281230
Harrisburg, PA 17128-0948

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

DATE: December 13, 2007

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIR, ESQUIRE

FRANK DUBIN, ESQUIRE

KEVIN DISKIN, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

EXHIBIT A

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

FRANK DUBIN, ESQUIRE - ID # 19280

BONNIE DAHL, ESQUIRE - ID # 79294

ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

Attorneys for Plaintiff

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-1319-CD

DATE: December 13, 2007

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Donald L. Wykoff and Diane M. Wykoff

PROPERTY: 159 Stone Lane, Union Township, Rockton, PA 15856

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **FRIDAY, JANUARY 4, 2008, at 10:00 a.m., Eastern Time**, in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

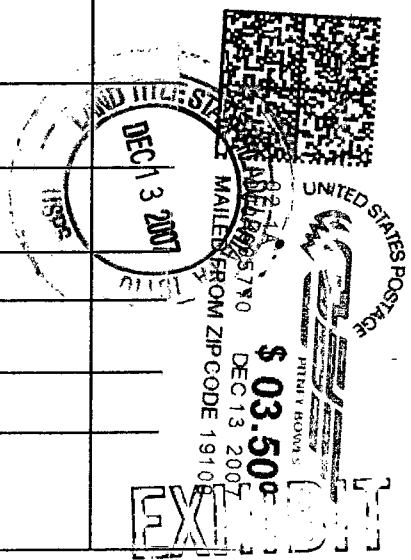
EXHIBIT B

Name and Address of Sender
 McCabe, Weisberg and Conway, P.C.
 123 S. Broad St., Suite 2080
 Philadelphia, PA 19109
 ATTN: Liz Campoli - 31922

- Check type of mail or service:
- ☐ Certified
 - ☐ COD
 - ☐ Delivery Confirmation
 - ☐ Express Mail
 - ☐ Insured
 - ☐ Registered
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation

Affix Stamp Here
 (if issued as a
 certificate of mailing,
 or for adding
 copies of the
 Postmark
 Date of R

Line	Article Number	Addressee Name, Street and PO Address	Postage	Fee										
1	OPTION ONE V. WYKOFF - 31922	Pennsylvania Housing Finance Agency 511 North Front Street P.O. Box 15530 Harrisburg, PA 17105-5530												
2		Tenant/Occupants 159 Stone Lane Rockton, PA 15856												
3		Commonwealth of PA Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105												
4		Commonwealth of Pennsylvania Inheritance Tax Office 1400 Spring Garden Street Philadelphia, PA 19130												
5		Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division 6th Floor, Strawberry Square Department #280501 Harrisburg, PA 17128												
6		Department of Public Welfare TPL Casualty Unit Estate Recovery Program Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486												
7		Rick Redden - Director Clearfield County Domestic Relations Office Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830												
8		United States of America c/o Attorney for the Western District of PA 633 U.S. Post Office and Courthouse 7th & Grant Streets Pittsburgh, PA 15219												



9	OPTION ONE V. WYKOFF - 31922	Internal Revenue Service Federated Investors Tower 1001 Liberty Avenue, Ste. 1300 Pittsburgh, PA 15222																	
10		Commonwealth of PA Department of Revenue Bureau of Compliance Dept. 281230 Harrisburg, PA 17128-0948																	
Total Number of Pieces Listed by Sender 10	Total Number of Pieces Received at Post Office																		

PS Form 3877, February, 2005

Complete by Typewriter, Ink, or Ball Point Pen

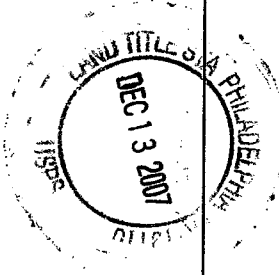


EXHIBIT B

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket #

103105

WELLS FARGO BANK, National Assoc.

Case #

07-1319-CD

vs.

DONALD L. WYKOFF and DIANE M. WYKOFF

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW January 21, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DONALD L. WYKOFF, DEFENDANT. 159 STONE LANE, ROCKTON, PA."VACANT".

SERVED BY: /

FILED

01/21/08
JAN 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **103105**

WELLS FARGO BANK, National Assoc.

Case # 07-1319-CD

vs.

DONALD L. WYKOFF and DIANE M. WYKOFF

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW January 21, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DIANE M. WYKOFF, DEFENDANT. 159 STONE LANE, ROCKTON, PA. "VACANT".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103105
NO: 07-1319-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, National Assoc.
vs.
DEFENDANT: DONALD L. WYKOFF and DIANE M. WYKOFF

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	814	20.00
SHERIFF HAWKINS	MCCABE	814	44.22

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,


by Marilyn Harris
Chester A. Hawkins
Sheriff

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed Receivables
LLC 2005-OP2 Mortgage Pass-Through
Certificates, Series 2005-OP2
2020 East First Street, Suite 100
Santa Ana, CA 92705

v.

Donald L. Wykoff
1026 8th Street
Casselberry, FL 32718
and

Diane M. Wykoff
1026 8th Street
Casselberry, FL 32718

Clearfield County
Court of Common Pleas

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

AUG 16 2007

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

Number 07-1319-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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.

Dave Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas 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. Ademas, 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.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Dave Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIR, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed Receivables
LLC 2005-OP2 Mortgage Pass-Through
Certificates, Series 2005-OP2
2020 East First Street, Suite 100
Santa Ana, CA 92705

v.

Donald L. Wykoff
1026 8th Street
Casselberry, FL 32718

and

Diane M. Wykoff
1026 8th Street
Casselberry, FL 32718

Clearfield County
Court of Common Pleas

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Wells Fargo Bank, National Association as Trustee for Securitized Asset Backed Receivables LLC 2005-OP2 Mortgage Pass-Through Certificates, Series 2005-OP2, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Donald L. Wykoff, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 1026 8th Street, Casselberry, FL 32718.

3. The Defendant is Diane M. Wykoff, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 1026 8th Street, Casselberry, FL 32718.

4. On 06/30/2005, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to H&R Block Mortgage Corporation which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200510238.

5. On 12/12/2005, the aforesaid mortgage was thereafter assigned by H&R Block Mortgage Corporation to Option One Mortgage Corporation by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book Instrument #200521412..

6. On 12/12/2005, the aforesaid mortgage was thereafter assigned by Option One Mortgage Corporation to Wells Fargo Bank, National Association as Trustee for Securitized Asset Backed Receivables LLC 2005-OP2 Mortgage Pass-Through Certificates, Series 2005-OP2, Plaintiff herein, by Assignment of Mortgage which will be duly recorded in the Office of the Recorder of Clearfield County.

7. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known 159 Stone Lane, Rockton, PA 15856.

8. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 02/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

9. The following amounts are due on the mortgage:

Principal Balance	\$ 50,944.50
Interest through 05/29/2007 (Plus \$ 14.03 per diem thereafter)	\$ 2,113.43
Attorney's Fee	\$ 2,547.23
Late Charges	\$ 407.55
Corporate Advance	\$ 4.70
NSF Fees	\$ 40.00
Title Search	<u>\$ 200.00</u>
GRAND TOTAL	\$ 60,217.41

10. The attorney's 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 attorney's fees will be charged based on work actually performed.

11. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendants by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$60,217.41, together with interest at the rate of \$14.03 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

McCABE, WEISBERG AND CONWAY, P.C.

BY: Margaret Gairo
Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE

VERIFICATION

The undersigned attorney hereby certifies that he/she is the Attorney for the Plaintiff in the within action, and that he/she is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff, who is not available to sign this, are true and correct to the best of his/her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG AND CONWAY, P.C.

BY: Marg Gairo
Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE

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

***RETURN DOCUMENT TO:**

DIVERSIFIED SETTLEMENT SERVICES INC

Instrument Number - 200510238

Recorded On 7/8/2005 At 10:46:32 AM

* Instrument Type - MORTGAGE

* Total Pages - 15

Invoice Number - 132228

* Mortgagor - WYKOFF, DONALD L

* Mortgagee - H & R BLOCK MORTGAGE CORPORATION

* Customer - DIVERSIFIED SETTLEMENT SERVICES INC

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$33.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$48.50

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.

Exhibit A

PREPARED BY:
OPTION ONE MORTGAGE CORP.
P.O. BOX 57076
IRVINE, CA 92619-7076

PROPERTY ADDRESS:

159 STONE LN,
ROCKTON, PA 15856-1717

Record & Return:
DIVERSIFIED SETTLEMENT
SERVICES, INC.

1206 New Rodgers Road
Bristol, PA 19007

Loan Number: 281016037
Servicing Number: 001751336-7
Parcel Number: 129-E7-52

WHEN RECORDED MAIL TO:
OPTION ONE MORTGAGE CORP.
P.O. BOX 57096
IRVINE, CA 92619-7096
(790) 790-3600
ATTN: RECORDS MANAGEMENT

DSS-20902
129-E7-000-00052 [Space Above This Line For Recording Data]
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 30, 2005 . The mortgagor is

Donald L. Wykoff and Diane M. Wykoff

("Borrower"). This Security Instrument is given to

H&R Block Mortgage Corporation, a Massachusetts Corporation

which is organized and existing under the laws of MASSACHUSETTS , and whose
address is

3 Burlington Woods, 2nd Floor, Burlington, MA 01803 ("Lender").

Borrower owes Lender the principal sum of

FIFTY ONE THOUSAND THREE HUNDRED SEVENTY FIVE

... AND NO/100THS Dollars (U.S. \$51,375.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 01, 2035 .

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (e) 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

Clearfield County, Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

Exhibit A

All that certain piece or parcel of land situate, lying and being in the Township of Union, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

Beginning at an iron pin at the Northwest corner of parcel herein described at the common corner of lands now or formerly of R. Harris, R. Brown and Mary Harris; thence South $89^{\circ}54'$ East along lands now or formerly of R. Harris 371.06 feet to an iron pin; thence through lands now or formerly of Mary Harris, South $34^{\circ}22'50''$ East 428.55 feet to an iron pin in or near a stream; thence South $57^{\circ}04'30''$ East 159.0 feet to an iron pin in or near a stream; thence South $47^{\circ}38'20''$ West 410.5 feet to an iron pin at the lands now or formerly of W. Knisley; thence North $41^{\circ}30'$ West 587 feet along lands now or formerly of Knisley to an iron pin at the lands now or formerly of R. Brown; thence North $1^{\circ}11'15''$ East along lands now or formerly of Brown, 277.67 feet to an iron pin, the place of beginning. The parcel contains 6.25 acres and is as set forth on plat dated August 5, 1979, by General Engineers and Technicians.

Subject to a right-of way over a dirt lane leading from Township Road No. T-499, first in an Easterly direction and thence in a Northwesterly direction to the Southeasterly boundary of the premises herein being conveyed the same as said right-of-way was conveyed to Grantors. Said right-of-way is to be used in common by the grantees their heirs and assigns and former Grantors and their heirs and assigns.

Being Tax Parcel #129-E07-000-00052

Loan Number: 281016037

Servicing Number: 001751336-7

Date: 06/30/05

which has the address of 159 STONE LN, ROCKTON

[Street, City]

Pennsylvania 15856-1717 ("Property Address");
[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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or

restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be subject to the provisions of this paragraph 5.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary/secondary residence. Lender makes non-owner residence loans of different terms. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary/secondary residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument. If Borrower breaches this promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument; (1) Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument, (2) Decrease the term of the loan and adjust the monthly payments under the Note accordingly, increase the interest rate and adjust the monthly payments under the Note accordingly, or (3) require that the principal balance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner occupied loans.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of

action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate in effect from time to time and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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.

If Lender exercises this option, 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law. The holder of the Note and this Security Instrument shall be deemed to be the Lender hereunder.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other (required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. If any installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage or other instrument secured by the Property, all sums secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of

any prior forbearance. In such event, Lender, at its option, and subject to applicable law, may then or thereafter invoke the power of sale and/or any other remedies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property for services rendered if the charging of the fee is permitted under applicable law.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Misrepresentation and Nondisclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately due and payable.

28. Time is of the Essence. Time is of the essence in the performance of each provision of this Security Instrument.

29. Waiver of Statute of Limitations. The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by applicable law.

30. Modification. This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

31. Reimbursement. To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender including, but not limited to assumption application fees; fees for payoff demands and, statements of loan balance; fees for making, transmitting and transporting copies of loan documents, verifications, full or partial lien releases and other documents requested by borrower or necessary for performance of Lender's rights or duties under this Security Instrument; fees arising from a returned or dishonored check; fees to determine whether the Property is occupied, protected, maintained or insured or related purposes; appraisal fees, inspection fees, legal fees, broker fees, insurance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other

fees and costs of a similar nature not otherwise prohibited by law. Permitted by applicable law, Borrower shall pay to Lender their fees in connection with Lender providing documents or services arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument.

32. Clerical Error. In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to re-execute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

33. Lost Stolen, Destroyed or Mutilated Security Instrument and Other Documents. In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan document, and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

34. Assignment of Rents. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security instrument and Borrower has not abandoned the Property.

35. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ No Prepayment Penalty Option Rider

☐ Planned Unit Development Rider

☐ Occupancy Rider

☐ Other(s) (specify)

☐

Loan Number: 281016037

Servicing Number: 001751336-7

Date: 06/30/05

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

[Signature]

[Signature] (Seal)
-Borrower

[Signature] (Seal)
DONALD L WYKOFF -Borrower

[Signature] (Seal)
DIANE M WYKOFF -Borrower

[Signature] (Seal)
-Borrower

[Signature] (Seal)
-Borrower

Certificate of Residence

I, Debbie Mumford, do hereby certify that the correct address of the within-named Mortgagee is

3 Burlington Woods, 2nd Floor, Burlington, MA 01803
Witness my hand this 30th day of June, 2005

[Signature]
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

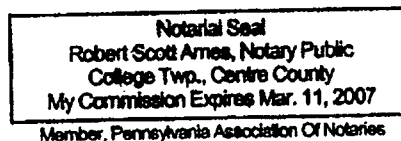
On this, the 30th day of JUNE, 2005, before me, the undersigned officer, personally appeared DONALD L. WYKOFF AND

DIANE M. WYKOFF known to me (or satisfactorily proven) to be the person S whose name S ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 03/11/07

[Signature]



Notary Public
Title of Officer

Loan Number: 281016037 Servicing Number: 001751336-7 Date: 06/30/05

ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made June 30, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

H&R Block Mortgage Corporation, a Massachusetts Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

159 STONE LN, ROCKTON, PA 15856-1717

[Property Address]

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

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

The Note provides for an initial interest rate of 10.050%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of August 01 2007, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(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 six-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 EIGHT AND 50/1000 percentage point(s) (8.050%) to the Current Index. The Note Holder will then round the result of this addition to the next higher one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will

Loan Number: 281016037 Servicing Number: 001751336-7 Date: 06/30/05

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 13.050% or less than 10.050%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding six months. In no event will my interest rate be greater than 16.050% or less than 10.050%.

(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 title and telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Covenant 17 of the Security Instrument is amended to read as follows:

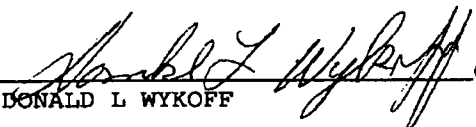
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its 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 may also 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.

Loan Number: 281016037 Servicing Number: 001751336-7 Date: 06/30/05

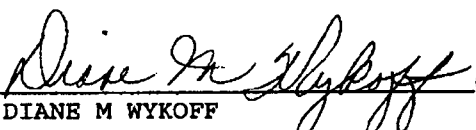
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 (Seal)
DONALD L WYKOFF

____ (Seal)

____ (Seal)

____ (Seal)

 (Seal)
DIANE M WYKOFF

____ (Seal)

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed Receivables
LLC 2005-OP2 Mortgage Pass-Through
Certificates, Series 2005-OP2
2020 East First Street, Suite 100
Santa Ana,, CA 92705

v.

Donald L. Wykoff
1026 8th Street
Casselberry, FL 32718
and

Diane M. Wykoff
1026 8th Street
Casselberry, FL 32718

Attorneys for Plaintiff

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

Clearfield County
Court of Common Pleas

AUG 16 2007

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

Number **07-1319-CD**

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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.

Dave Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas 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. Ademas, 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.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Dave Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA, 16830
814-765-2641 x 5982

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419

Attorneys for Plaintiff

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed Receivables
LLC 2005-OP2 Mortgage Pass-Through
Certificates, Series 2005-OP2
2020 East First Street, Suite 100
Santa Ana,, CA 92705

v.
Donald L. Wykoff
1026 8th Street
Casselberry, FL 32718
and
Diane M. Wykoff
1026 8th Street
Casselberry, FL 32718

Clearfield County
Court of Common Pleas

Number

CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Wells Fargo Bank, National Association as Trustee for Securitized Asset Backed Receivables LLC 2005-OP2 Mortgage Pass-Through Certificates, Series 2005-OP2, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Donald L. Wykoff, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 1026 8th Street, Casselberry, FL 32718.

3. The Defendant is Diane M. Wykoff, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 1026 8th Street, Casselberry, FL 32718.

4. On 06/30/2005, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to H&R Block Mortgage Corporation which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200510238.

5. On 12/12/2005, the aforesaid mortgage was thereafter assigned by H&R Block Mortgage Corporation to Option One Mortgage Corporation by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book Instrument #200521412..

6. On 12/12/2005, the aforesaid mortgage was thereafter assigned by Option One Mortgage Corporation to Wells Fargo Bank, National Association as Trustee for Securitized Asset Backed Receivables LLC 2005-OP2 Mortgage Pass-Through Certificates, Series 2005-OP2, Plaintiff herein, by Assignment of Mortgage which will be duly recorded in the Office of the Recorder of Clearfield County.

7. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known 159 Stone Lane, Rockton, PA 15856.

8. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 02/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

9. The following amounts are due on the mortgage:

Principal Balance	\$	50,944.50
Interest through 05/29/2007 (Plus \$ 14.03 per diem thereafter)	\$	2,113.43
Attorney's Fee	\$	2,547.23
Late Charges	\$	407.55
Corporate Advance	\$	4.70
NSF Fees	\$	40.00
Title Search	\$	<u>200.00</u>
GRAND TOTAL	\$	60,217.41

10. The attorney's 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 attorney's fees will be charged based on work actually performed.

11. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendants by regular mail with a certificate of mailing and by certified mail, return receipt requested.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$60,217.41, together with interest at the rate of \$14.03 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

McCABE, WEISBERG AND CONWAY, P.C.

BY: Margaret Gairo
Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE

VERIFICATION

The undersigned attorney hereby certifies that he/she is the Attorney for the Plaintiff in the within action, and that he/she is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff, who is not available to sign this, are true and correct to the best of his/her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

McCABE, WEISBERG AND CONWAY, P.C.

BY: Marc Gairo
Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE

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

***RETURN DOCUMENT TO:**

DIVERSIFIED SETTLEMENT SERVICES INC

Instrument Number - 200510238

Recorded On 7/8/2005 At 10:46:32 AM

* Instrument Type - MORTGAGE

* Total Pages - 15

Invoice Number - 132228

* Mortgagor - WYKOFF, DONALD L

* Mortgagee - H & R BLOCK MORTGAGE CORPORATION

* Customer - DIVERSIFIED SETTLEMENT SERVICES INC

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$33.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$48.50

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



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.

Exhibit A

PREPARED BY:
OPTION ONE MORTGAGE CORP.
P.O. BOX 57076
IRVINE, CA 92619-7076

PROPERTY ADDRESS:

159 STONE LN,
ROCKTON, PA 15856-1717

Record & Return:
DIVERSIFIED SETTLEMENT
SERVICES, INC.

1206 New Rodgers Road
Bristol, PA 19007

Loan Number: 281016037
Servicing Number: 001751336-7
Parcel Number: 129-E7-52

WHEN RECORDED MAIL TO:
OPTION ONE MORTGAGE CORP.
P.O. BOX 57096
IRVINE, CA 92619-7096
(790) 790-3600
ATTN: RECORDS MANAGEMENT

DSS-20902

129-E07-000-00052

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 30, 2005 . The mortgagor is

Donald L. WyKoff and Diane M. WyKoff

("Borrower"). This Security Instrument is given to

H&R Block Mortgage Corporation, a Massachusetts Corporation

which is organized and existing under the laws of MASSACHUSETTS , and whose
address is

3 Burlington Woods, 2nd Floor, Burlington, MA 01803 ("Lender").

Borrower owes Lender the principal sum of

FIFTY ONE THOUSAND THREE HUNDRED SEVENTY FIVE

... AND NO/100THs Dollars (U.S. \$51,375.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides
for monthly payments, with the full debt, if not paid earlier, due and payable on August 01, 2035 .

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and
all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced
under paragraph 7 to protect the security of this Security Instrument; and (e) 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

Clearfield County, Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

Exhibit A

All that certain piece or parcel of land situate, lying and being in the Township of Union, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

Beginning at an iron pin at the Northwest corner of parcel herein described at the common corner of lands now or formerly of R. Harris, R. Brown and Mary Harris; thence South 89°54' East along lands now or formerly of R. Harris 371.06 feet to an iron pin; thence through lands now or formerly of Mary Harris, South 34°22'50" East 428.55 feet to an iron pin in or near a stream; thence South 57°04'30" East 159.0 feet to an iron pin in or near a stream; thence South 47°38'20" West 410.5 feet to an iron pin at the lands now or formerly of W. Knisley; thence North 41°30' West 587 feet along lands now or formerly of Knisley to an iron pin at the lands now or formerly of R. Brown; thence North 1°11'15" East along lands now or formerly of Brown, 277.67 feet to an iron pin, the place of beginning. The parcel contains 6.25 acres and is as set forth on plat dated August 5, 1979, by General Engineers and Technicians.

Subject to a right-of way over a dirt lane leading from Township Road No. T-499, first in an Easterly direction and thence in a Northwesterly direction to the Southeasterly boundary of the premises herein being conveyed the same as said right-of-way was conveyed to Grantors. Said right-of-way is to be used in common by the grantees their heirs and assigns and former Grantors and their heirs and assigns.

Being Tax Parcel #129-E07-000-00052

Loan Number: 281016037

Servicing Number: 001751336-7

Date: 06/30/05

which has the address of 159 STONE LN, ROCKTON

[Street, City]

Pennsylvania 15856-1717 ("Property Address");
[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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or

restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be subject to the provisions of this paragraph 5.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary/secondary residence. Lender makes non-owner residence loans of different terms. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary/secondary residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument. If Borrower breaches this promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument; (1) Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument, (2) Decrease the term of the loan and adjust the monthly payments under the Note accordingly, increase the interest rate and adjust the monthly payments under the Note accordingly, or (3) require that the principal balance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner occupied loans.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of

action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate in effect from time to time and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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.

If Lender exercises this option, 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law. The holder of the Note and this Security Instrument shall be deemed to be the Lender hereunder.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other (required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. If any installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage or other instrument secured by the Property, all sums secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of

any prior forbearance. In such event, Lender, at its option, and subject to applicable law, may then or thereafter invoke the power of sale and/or any other remedies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property for services rendered if the charging of the fee is permitted under applicable law.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriffs sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Misrepresentation and Nondisclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately due and payable.

28. Time is of the Essence. Time is of the essence in the performance of each provision of this Security Instrument.

29. Waiver of Statute of Limitations. The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by applicable law.

30. Modification. This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

31. Reimbursement. To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender including, but not limited to assumption application fees; fees for payoff demands and, statements of loan balance; fees for making, transmitting and transporting copies of loan documents, verifications, full or partial lien releases and other documents requested by borrower or necessary for performance of Lender's rights or duties under this Security Instrument; fees arising from a returned or dishonored check; fees to determine whether the Property is occupied, protected, maintained or insured or related purposes; appraisal fees, inspection fees, legal fees, broker fees, insurance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other

fees and costs of a similar nature not otherwise prohibited by law. Permitted by applicable law, Borrower shall pay to Lender their fees in connection with Lender providing documents or services arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument.

32. Clerical Error. In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to re-execute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

33. Lost Stolen, Destroyed or Mutilated Security Instrument and Other Documents. In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan document, and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

34. Assignment of Rents. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security instrument and Borrower has not abandoned the Property.

35. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ No Prepayment Penalty Option Rider

☐ Planned Unit Development Rider

☐ Occupancy Rider

☐ Other(s) (specify)

☐

Loan Number: 281016037

Servicing Number: 001751336-7

Date: 06/30/05

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

[Signature]

[Signature] (Seal)

-Borrower

[Signature] (Seal)

DONALD L WYKOFF

-Borrower

[Signature] (Seal)

DIANE M WYKOFF

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

Certificate of Residence

I, Debbie Mumford
the within-named Mortgagee is

, do hereby certify that the correct address of

3 Burlington Woods, 2nd Floor, Burlington, MA 01803

Witness my hand this 30th day of June

2005

[Signature]

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

CERAMFIELD

County ss:

On this, the 30th day of JUNE, 2005, before me, the undersigned officer, personally appeared DONALD L. WYKOFF AND

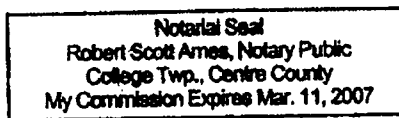
DIANE M. WYKOFF

known to me (or satisfactorily proven) to be the person S whose name S ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 03/11/07

[Signature]



Notary Public
Title of Officer

Loan Number: 281016037

Servicing Number: 001751336-7

Date: 06/30/05

ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made June 30, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

H&R Block Mortgage Corporation, a Massachusetts Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

159 STONE LN, ROCKTON, PA 15856-1717

[Property Address]

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

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

The Note provides for an initial interest rate of 10.050%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of August 01 2007, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(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 six-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 EIGHT AND 50/1000 percentage point(s) (8.050%) to the Current Index. The Note Holder will then round the result of this addition to the next higher one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will

Loan Number: 281016037 Servicing Number: 001751336-7 Date: 06/30/05

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 13.050% or less than 10.050%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding six months. In no event will my interest rate be greater than 16.050% or less than 10.050%.

(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 title and telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Covenant 17 of the Security Instrument is amended to read 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 may also 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.

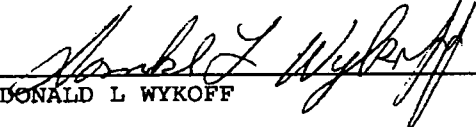
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. 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.

Loan Number: 281016037

Servicing Number: 001751336-7

Date: 06/30/05

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


DONALD L WYKOFF (Seal)

_____(Seal)

_____(Seal)

_____(Seal)


DIANE M WYKOFF (Seal)

_____(Seal)

McCABE, WEISBERG AND CONWAY, P.C.
BY: TERRENCE J. McCABE, ESQUIRE
Identification Number 16496
First Union Building
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 07-1319-CD

SUGGESTION OF RECORD

TO THE PROTHONOTARY:

It is hereby suggested of record that the Defendant, Diane
M. Wykoff is also known as Diane M. Kinder.



TERRENCE J. McCABE, ESQUIRE
Attorney for Plaintiff

FILED NO CC
M104730
FEB 13 2008
(6K)

William A. Shaw
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

FRANK DUBIN, ESQUIRE - ID # 19280

BONNIE DAHL, ESQUIRE - ID # 79294

ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

Attorneys for Plaintiff

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

Number 07-1319-CD

FILED
2/10/32/30 No cc
FEB 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

SUPPLEMENTAL AFFIDAVIT OF SERVICE

I, the undersigned, attorney for the Plaintiff in the within matter, hereby certify that on the 13th day of December, 2007, and the 13th day of February, 2008 a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A."

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 13TH DAY

OF FEBRUARY, 2008.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Susan J. Markowitz, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Feb. 13, 2011

Member, Pennsylvania Association of Notaries

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

BONNIE DAHL, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
MARC S. WEISBERG, ESQUIRE - ID # 17616
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123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorneys for Plaintiff

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-1319-CD

SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129

I, Andrew L. Markowitz, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 159 Stone Lane, Union Township, Rockton, PA 15856, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name	Address
Donald L. Wykoff	1026 8th Street Casselberry, FL 32718
Diane M. Wykoff	1026 8th Street Casselberry, FL 32718
Mark Kinder	159 Stone Lane Rockton, PA 15856
Mark Kinder	42 Beech Street Reynoldsville, PA 15851

2. Name and address of Defendants in the judgment:

Name	Address
------	---------

Exhibit A

Donald L. Wykoff

1026 8th Street
Casselberry, FL 32718

Diane M. Wykoff

1026 8th Street
Casselberry, FL 32718

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Name

Address

None other.

4. Name and address of the last recorded holder of every mortgage of record:

Name

Address

Pennsylvania Housing Finance
Agency

511 North Front Street
P.O. Box 15530
Harrisburg, PA 17105-5530

5. Name and address of every other person who has any record lien on the property:

Name

Address

None.

6. Name and address of every other person who has any record interest in the property which may be affected by the sale:

Name

Address

None.

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name

Address

Tenant/Occupants

159 Stone Lane
Rockton, PA 15856

Commonwealth of PA
Department of Public Welfare

P.O. Box 2675
Harrisburg, PA 17105

Exhibit A

Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service Federated Investors Tower	1001 Liberty Avenue, Ste. 1300 Pittsburgh, PA 15222
Commonwealth of PA Department of Revenue Bureau of Compliance	Dept. 281230 Harrisburg, PA 17128-0948

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

DATE: February 13, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

KEVIN DISKIN, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

Exhibit A

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

FRANK DUBIN, ESQUIRE - ID # 19280

BONNIE DAHL, ESQUIRE - ID # 79294

ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

Attorneys for Plaintiff

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

Number 07-1319-CD

DATE: February 13, 2008

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: Donald L. Wykoff and Diane M. Wykoff a/k/a Diane M. Kinder

PROPERTY: 159 Stone Lane, Union Township, Rockton, PA 15856

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **FRIDAY, APRIL 4, 2008, at 10:00 a.m., Eastern Time**, in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

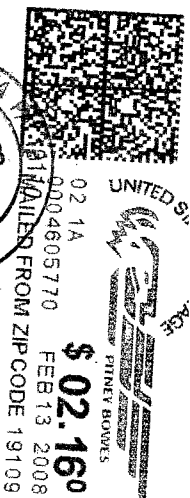
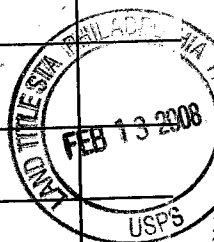
A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

Exhibit B

Name and Address of Sender
McCabe, Weisberg and Conway, P.C.
123 S. Broad St., Suite 2080
Philadelphia, PA 19109
ATTN: Liz Campoli - 31922

Check type of mail or service:
☐ Certified
☐ Registered
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Line	Article Number	Addressee Name, Street and PO Address	Postage
1	OPTION ONE V. WYKOFF - 31922	Mark Kinder 159 Stone Lane Rockton, PA 15856	
2		Mark Kinder 42 Beech Street Reynoldsville, PA 15851	
Total Number of Pieces Listed by Sender 2		Total Number of Pieces Received at Post Office	



McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
FRANK DUBIN, ESQUIRE - ID # 19280
KEVIN DISKIN, ESQUIRE - ID #
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009

123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorneys for Plaintiff

Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC 2005-OP2 Mortgage
Pass-Through Certificates, Series 2005-OP2
Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Number 07-1319-CD

FILED
m/10-3284
FEB 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

AMENDED AFFIDAVIT PURSUANT TO RULE 3129

I, Andrew L. Markowitz, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 159 Stone Lane, Union Township, Rockton, PA 15856, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. Name and address of Owners or Reputed Owners:

Name	Address
Donald L. Wykoff	1026 8th Street Casselberry, FL 32718
Diane M. Wykoff a/k/a Diane M. Kinder	1026 8th Street Casselberry, FL 32718
Mark Kinder	159 Stone Lane Rockton, PA 15856
Mark Kinder	42 Beech Street Reynoldsville, PA 15851

2. Name and address of Defendants in the judgment:

Name	Address
------	---------

Donald L. Wykoff

1026 8th Street
Casselberry, FL 32718

Diane M. Wykoff

1026 8th Street
Casselberry, FL 32718

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Name

Address

None other.

4. Name and address of the last recorded holder of every mortgage of record:

Name

Address

Pennsylvania Housing Finance
Agency

511 North Front Street
P.O. Box 15530
Harrisburg, PA 17105-5530

5. Name and address of every other person who has any record lien on the property:

Name

Address

None.

6. Name and address of every other person who has any record interest in the property which may be affected by the sale:

Name

Address

None.

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name

Address

Tenant/Occupants

159 Stone Lane
Rockton, PA 15856

Commonwealth of PA
Department of Public Welfare

P.O. Box 2675
Harrisburg, PA 17105

Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 th & Grant Streets Pittsburgh, PA 15219
Internal Revenue Service Federated Investors Tower	1001 Liberty Avenue, Ste. 1300 Pittsburgh, PA 15222
Commonwealth of PA Department of Revenue Bureau of Compliance	Dept. 281230 Harrisburg, PA 17128-0948

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

DATE: February 13, 2008

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

KEVIN DISKIN, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20681
NO: 07-1319-CD

PLAINTIFF: WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR SECURITIZED ASSET BACKED
RECEIVABLES LLC 2005-OP2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-OP2
vs.
DEFENDANT: DONALD L. WYKOFF AND DIANE M. WYKOFF

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/18/2007

LEVY TAKEN 11/1/2007 @ 10:30 AM

POSTED 11/1/2007 @ 10:30 AM

SALE HELD 4/4/2008

SOLD TO WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR SECURITIZED ASSET
BACKED RECEIVABLES LLC 2005-OP2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-OP2

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 5/13/2008

DATE DEED FILED

PROPERTY ADDRESS 159 STONE LANE ROCKTON , PA 15856

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES


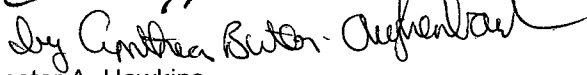
SHERIFF HAWKINS \$224.68

SURCHARGE \$40.00 PAID BY

Sworn to Before Me This

____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR SECURITIZED ASSET BACKED RECEIVABLES
vs LLC, 2005-OP2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-OP2
DONALD L. WYKOFF AND DIANE M. WYKOFF

1 11/10/200 @ SERVED DONALD L. WYKOFF

SERVED DONALD L. WYKOFF, DEFENDANT, BY CERT AND REG MAIL TO 1026 8TH STREET, CASSELBERRY, FL 32718, CERT #70060810000145074449. SIGNED FOR BY DONALD L. WYKOFF.

A TRUE AND ATTESTED COPY OF THE ORIGIANL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

2 11/20/200 @ SERVED DIANE M. WYKOFF

SERVED DIANE M. WYKOFF, DEFENDANT, BY REG. AND CERT MAIL TO 1026 8TH STREET, CASSELBERRY, FL 32718, CERT #70060810000145074456. RETURNED UNCLAIMED 11/20/07

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY FO THE LEVY.

3 1/8/2008 @ SERVED DIANE M. WYKOFF

DEPUTIZED JEFFERSON COUNTY TO SERVE DIANE M. WYKOFF AT 42 BEECH STREET, REYNOLDSVILLE, JEFFERSON COUNTY, PENNSYLVANIA.

4 1/10/2008 @ 10:06 AM SERVED DIANE M. WYKOFF

JEFFERSON COUNTY, DEPUTY DEAN SMITH, SERVED DIANE M. WYKOFF, DEFENDANT AT 42 BEECH STREET, BOROUGH OF REYNOLDSVILLE, COUNTY OF JEFFERSON, PENNSYLVANIA BY HANDING TO DIANE M. WYKOFF

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, JANUARY 3, 2008 RECEIVED A FAX LETTER TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JANUARY 4, 2008 TO APRIL 4, 2008.

@ SERVED

NOW, APRIL 14, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO VACATE THE SHERIFF SALE HELD ON APRIL 4, 2008, DUE TO A BANKRUPTCY FILING ON APRIL 2, 2008.

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)

P.R.C.P. 3180 to 3183 and Rule 3257

Wells Fargo Bank, National Association as Trustee
for Securitized Asset Backed Receivables LLC
2005-OP2 Mortgage Pass-Through Certificates,
Series 2005-OP2

Plaintiff

v.

Donald L. Wykoff and Diane M. Wykoff

Defendants

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD, PENNSYLVANIA

Exec. No. _____ Term 20 ____

No. 07-1319-CD

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

All real property and improvements thereon located at:
159 Stone Lane, Union Township, Rockton, PA 15856
Improvements: residential dwelling

Amount Due \$ 62,209.67

Interest from 10/19/2007 to DATE OF SALE \$

@ \$10.23 per diem

Costs \$

Total \$ Plus Costs

125.00 Prothonotary costs

Dated: 10/18/07
(SEAL)

William L. Thompson
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: _____
Deputy

Received this writ this 18th day
of October A.D. 2007
At 2:00 A.M./P.M.

Charles A. Hunsaker
Sheriff Dry Cynthia Bode-Alpha

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Union, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an iron pin at the Northwest corner of parcel herein described at the common corner of lands now or formerly of R. Harris, R. Brown and Mary Harris; thence South Eighty-nine (89) degrees Fifty-four (54) minutes East along lands now or formerly of R. Harris Three Hundred Seventy-one and Six Hundredths (371.06) feet to an iron pin; thence through lands now or formerly of Mary Harris, South Thirty-four (34) degrees Twenty-two (22) minutes Fifty (50) seconds East Four Hundred Twenty-eight and Fifty-five Hundredths (428.55) feet to an iron pin in or near a stream; thence South Fifty-seven (57) degrees Four (04) minutes Thirty (30) seconds East One Hundred Fifty-nine (159.0) feet to an iron pin in or near a stream; thence South Forty-seven (47) degrees Thirty-eight (38) minutes Twenty (20) seconds West Four Hundred Ten and Five-tenths (410.5) feet to an iron pin at the lands now or formerly of W. Knisley; thence North Forty-one (41) degrees Thirty (30) minutes West Five Hundred Eighty-seven (587) feet along lands now or formerly of Knisley to an iron pin at the lands now or formerly of R. Brown; thence North One (1) degree Eleven (11) minutes Fifteen (15) seconds East along lands now or formerly of Brown, Two Hundred Seventy-seven and Sixty-seven Hundredths (277.67) feet to an iron pin, the place of BEGINNING.

THE PARCEL contains Six and Twenty-five Hundredths (6.25) acres and is as set forth on plat dated August 5, 1979 by General Engineers and Technicians.

HAVING THEREON ERECTED a residential dwelling.

BEING KNOWN AS 159 Stone Lane, Rockton, PA 15856.

SUBJECT to a right-of-way over a dirt lane leading from Township Road No. T-499, first in an Easterly direction and thence in a Northwesterly direction to the Southeasterly boundary of the premises herein being conveyed the same as said right-of-way was conveyed to prior Grantors of these premises. Said right-of-way is to be used in common by the Grantees, their heirs and assigns and former Grantors and their heirs and assigns.

BEING TAX PARCEL NO. 129-E07-000-00052.

BEING THE SAME PREMISES which Donald L. Wykoff and Diane M. Kinder, now married to Donald L. Wykoff and now known as Diane M. Wykoff, husband and wife, by Deed dated May 13, 1997 and recorded in the Office of the Recorder of Deeds in and for Clearfield County in Deed Book Volume 1851, Page 484, granted and conveyed unto Donald L. Wykoff and Diane M. Wykoff, husband and wife.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DONALD L. WYKOFF

NO. 07-1319-CD

NOW, May 13, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 04, 2008, I exposed the within described real estate of Donald L. Wykoff And Diane M. Wykoff to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR SECURITIZED ASSET BACKED RECEIVABLES LLC 2005-OP2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-OP2 he/she being the highest bidder, for the sum of \$1.00 and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	12.61
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	18.07
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$224.68

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	62,209.67
INTEREST @ 10.2300	1,718.64
FROM 10/19/2007 TO 04/04/2008	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$63,968.31
--------------------------------	--------------------

COSTS:

ADVERTISING	1,366.95
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	224.68
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	

TOTAL COSTS	\$2,176.63
--------------------	-------------------

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>1. Article Addressed to:</p> <p style="text-align: center; margin-top: 20px;">DONALD L. WYKOFF 1026 8TH STREET CASSELBERRY, FL 32718</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>1. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature <i>Donald L. Wykoff</i></p> <p>B. Agent <input type="checkbox"/> Agent Addressee <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery Received by (Printed Name) <i>Donald L. Wykoff</i> <i>11/10/77</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>

6444 2054 7000 0780 9002

POSTNET POSTAGE RETURN RECEIPT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DIANE M. WYKOFF
1026 8TH STREET
CASSELBERRY, FL 32718

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7006 0810 0001 4507 4456

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

NOV 19 2007
1683
PS



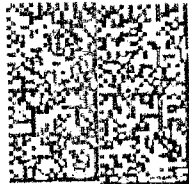
CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0001 4507 4456

016H16505405
\$05.380
11/07/2007
Mailed From 1PR30
US POSTAGE

Hasler



ANK

DIANE M. WYKOFF
1026 8TH STREET
CASSELBERRY, FL 32718

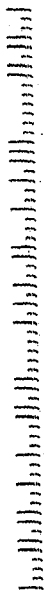
NIXIE

327 5C 1 76 11/14/07

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 16930247201 *1643-04322-07-39

32707+2661-26 C023

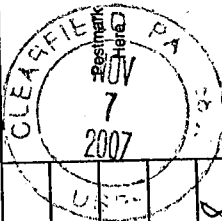


U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 58
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38



Sent To
DIANE M. WYKOFF
Street, Apt. No.,
or PO Box No. 1026 8TH STREET
City, State, Zip+4 CASSELBERRY, FL 32718

PS Form 3800, June 2002 See Reverse for Instructions

7006 0810 0001 4507 4456

LAW OFFICES
McCABE, WEISBERG & CONWAY, P.C.

TERRENCE J. McCABE***
 MARC S. WEISBERG**
 EDWARD D. CONWAY
 MARGARET GAIRO
 LISA L. WALLACE+
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 FRANK DUBIN
 ANDREW L. MARKOWITZ
 GAYL C. SPIVAK*
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 MARISA COHEN*
 KATHERINE SANT'ANGINI**
 JASON BROOKS*
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 145 HUGUENOT STREET
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 (914) 636-8900
 FAX (914) 636-8901
 Also servicing Connecticut

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 Also servicing The District of Columbia
 and Virginia

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 STEPHANIE H. HURLEY* - MD
 ALISA LACHOW-THURSTON*** - VA
 JOSEPH F. RIGA* - PA & NJ

* Licensed in PA & NJ
 ** Licensed in PA & NY
 + Licensed in NY
 * Licensed in NJ
 * Licensed in PA & WA
 *** Licensed in PA, NJ & NY
 † Licensed in NY & CT
 * Licensed in NJ & DC
 ** Licensed in MD
 *** Licensed in VA
 + Managing Attorney for NY
 † Managing Attorney for MD

January 2, 2008

Sheriff of Clearfield County
 Clearfield County Courthouse
 230 East Market Street
 Clearfield, PA 16830


Re: Wells Fargo Bank, National Association as Trustee for Securitized Asset Backed Receivables LLC 2005-OP2 Mortgage
 Pass-Through Certificates, Series 2005-OP2
 vs.
 Donald L. Wykoff and Diane M. Wykoff
 Clearfield County; Court of Common Pleas; No. 07-1319-CD
 Premises: 159 Stone Lane, Union Township, Rockton, PA, 15856

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the January 4, 2008 Sheriff's Sale. I am requesting at this time that you postpone this matter to the April 4, 2008 Sheriff's Sale.

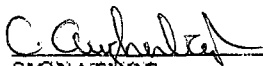
As acknowledgment of this postponement, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,


 Denise Williams
 Legal Assistant

/dw

SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915
 SHERIFF'S OFFICE-RECEIVED BY:


 SIGNATURE

1-3-08
 DATE

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



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20681

TERM & NO. 07-1319-CD

WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR SECURITIZED ASSET BACKED RECEIVABLES LLC
2005-OP2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-OP2

VS.

DONALD L. WYKOFF AND DIANE M. WYKOFF

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: MARCH 3, 2008

**MAKE REFUND PAYABLE TO
RETURN TO BE SENT TO THIS OFFICE**

SERVE: DIANE M. WYKOFF

ADDRESS: 42 BEECH STREET
REYNOLDSVILLE, PA 15851

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF JEFFERSON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Tuesday, January 8, 2008.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 07-1319 C.D.

Personally appeared before me, Dean Smith, Deputy for Carl J. Gotwald, Sr. Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on January 10, 2008 at 10:06 o'clock A.M. served the Notice of Sale, Writ of Execution and Copy of Levy upon DIANE M. WYKOFF, Defendant, at the address of 42 Beech Street, Borough of Reynoldsville, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Notice, Writ and Copy of Levy and by making known to her the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	30.61	Paid
Prothy:	2.00	
Total Costs:	32.61	
REFUNDED:	\$ 92.39	

So Answers,

Sworn and subscribed

to before me this

day of

By

My Commission Expires the
1st Monday, January 2010

Dean Smith Deputy

Carl J. Gotwald Sr Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

LAW OFFICES

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SCOTT TAGGART*
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KATHERINE SANTANGINI**
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DEBORAH K. CURRAN±
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April 10, 2008

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** Licensed in PA & NY
^ Licensed in NY
~ Licensed in NJ
± Licensed in PA & WA
*** Licensed in PA, NJ & NY
† Licensed in NY & CT
+ Licensed in MD & DC
±± Licensed in MD
- Managing Attorney for NY
± Managing Attorney for MD

Sheriff of Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
Attn: Cindy

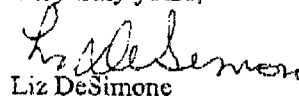
Re: Wells Fargo Bank, National Association as Trustee for Securitized Asset Backed Receivables LLC
2005-OP2 Mortgage Pass-Through Certificates, Series 2005-OP2
vs. Donald L. Wykoff and Diane M. Wykoff
CCP, Clearfield, No. 07-1319-CD
Premises: 159 Stone Lane, Union Township, Rockton, PA 15856

Dear Cindy:

With regard to the above-captioned matter, the Defendant, Diane M. Wykoff, a/k/a Kinder, filed a Ch 13 BK filed on 4/2/08 in the Western District of PA under # 08-10629, whereby our Sheriff's sale which took place on April 4, 2008 is invalid. Please vacate the Sheriff's Sale due to the BK and return any available distribution monies to our attention.

If you are in need of any further information, please feel free to contact me. Thank you for your courtesy and cooperation.

Very truly yours,


Liz DeSimone

For Terrence J. McCabe, Esquire

Ad

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
MARC S. WEISBERG, ESQUIRE - ID # 17616
EDWARD D. CONWAY, ESQUIRE - ID # 34687
MARGARET GAIRO, ESQUIRE - ID # 34419
ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009
HEIDI R. SPIVAK, ESQUIRE - ID # 74770
MARISA J. COHEN, ESQUIRE - ID # 87830
KEVIN T. MCQUAIL, ESQUIRE - ID # 307169
CHRISTINE L. GRAHAM, ESQUIRE - ID # 309480
BRIAN T. LAMANNA, ESQUIRE - ID # 310321
ANN E. SWARTZ, ESQUIRE - ID # 201926
JOSEPH F. RIGA, ESQUIRE - ID # 57716
JOSEPH I. FOLEY, ESQUIRE - ID # 314675

123 South Broad Street, Suite 1400
Philadelphia, Pennsylvania 19109
(215) 790-1010

Wells Fargo Bank, National Association as Trustee
for Securitized Asset Backed Receivables LLC
2005-OP2 Mortgage Pass-Through certificates,
series 2005-OP2

Plaintiff

v.

Mark Kinder, Donald L. Wykoff and Diane M.
Wykoff a/k/a Diane M. Kinder
Defendants

Attorneys for Plaintiff

2
FILED 1007.00 Atty
m/12:18ccm ICC Atty
4 JUL 01 2013 Riga
William A. Shaw
Prothonotary/Clerk of Courts

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

No. 07-1319-CD

PRAECIPE

TO THE PROTHONOTARY:

- ☐ Please mark the action Discontinued and Ended without prejudice.
☐ Please mark the above referenced case Settled, Discontinued and Ended.
☒ Please Vacate the judgment entered and mark the action Discontinued and Ended without prejudice.
☐ Please mark the in rem judgment Satisfied and the action Discontinued and Ended.
☐ Please Vacate the Judgment entered.

DATE: 6/27/13

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

[] Terrence J. McCabe, Esquire	[] Marc S. Weisberg, Esquire
[] Edward D. Conway, Esquire	[] Margaret Gairo, Esquire
[] Andrew L. Markowitz, Esquire	[] Heidi R. Spivak, Esquire
[] Marisa J. Cohen, Esquire	[] Kevin T. McQuail, Esquire
[] Christine L. Graham, Esquire	[] Brian T. LaManna, Esquire
[] Ann E. Swartz, Esquire	[x] Joseph F. Riga, Esquire
[] Joseph I. Foley, Esquire	

Attorneys for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**
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JOSEPH I. FOLEY, ESQUIRE - ID #314675

Attorneys for Plaintiff

123 South Broad Street, Suite 1400
Philadelphia, Pennsylvania 19109
(215) 790-1010

Wells Fargo Bank, National Association as Trustee for
Securitized Asset Backed Receivables LLC 2005-OP2
Mortgage Pass-Through certificates, series 2005-OP2
Plaintiff

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

No. 07-1319-CD

v.

Mark Kinder, Donald L. Wykoff and Diane M. Wykoff
a/k/a Diane M. Kinder
Defendants

CERTIFICATE OF SERVICE

The undersigned Attorney for Plaintiff, hereby certifies that a true and correct copy of the within Praecipe was served on the below persons by regular first class mail, postage prepaid, on 27th day of June, 2013.

Mark Kinder
Diane M. Wykoff a/k/a Diane M. Kinder
159 Stone Lane
Rockton, Pennsylvania 15856

Donald L. Wykoff
1026 8th Street
Casselberry, Florida 32718

DATE: 6/27/13

McCABE, WEISBERG AND CONWAY, P.C.

BY:

<input type="checkbox"/> Terrence J. McCabe, Esquire	<input type="checkbox"/> Marc S. Weisberg, Esquire
<input type="checkbox"/> Edward D. Conway, Esquire	<input type="checkbox"/> Margaret Gairo, Esquire
<input type="checkbox"/> Andrew L. Markowitz, Esquire	<input type="checkbox"/> Heidi R. Spivak, Esquire
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<input type="checkbox"/> Ann E. Swartz, Esquire	<input checked="" type="checkbox"/> Joseph F. Riga, Esquire
<input type="checkbox"/> Joseph I. Foley, Esquire	

Attorneys for Plaintiff