

08-01-CD

US Bank vs Frank Nida

2

GOLDBECK McCAFFERTY &
McKEEVER

BY: MICHAEL T. MCKEEVER
ATTORNEY I.D. #56129
SUITE 5000 – MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
(215) 627-1322
ATTORNEY FOR PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5
6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA
28 Road PO Box 181
Smithmill, PA 16680

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

CIVIL ACTION - LAW

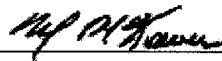
ACTION OF MORTGAGE
FORECLOSURE

Term
No. 08-01-CD

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

By:



GOLDBECK McCAFFERTY & McKEEVER
MICHAEL T. MCKEEVER, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED Atty pd. 7.00
m/2-22-08 1CC & 2 Compl.
FEB 26 2008 Reinstated to
William A. Shaw Sheriff
Prothonotary/Clerk of Courts
1CC & 1 Compl.
Reinstated to
Atty
@

GOLDBECK McCAFFERTY & McKEEVER

BY: MICHAEL T. McKEEVER

ATTORNEY I.D. #56129

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701 MARKET STREET

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WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE
FOR THE STRUCTURED ASSET INVESTMENT LOAN
TRUST 2005-5

6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA

Mortgagor and Real Owner

28 Road PO Box 181

Smithmill, PA 16680

Defendant

FILED ICC Sheriff

JAN 02 2008 ICC Atty

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd \$95.00

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

08-1-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 the 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 claim 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 OR CANNOT AFFORD ONE, 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.

Feb. 26, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw GK
Deputy Prothonotary

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

Resources available for Homeowners in Foreclosure

ACT NOW!

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to SAVE YOUR HOME FROM FORECLOSURE.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at 800-648-9605 and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at homeretention@goldbecklaw.com. Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of OPT-0753.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

This Action of Mortgage Foreclosure will continue unless you take action to stop it.

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-5, 6501 Irvine Center Drive, Irvine, CA 92618.
2. The names and addresses of the Defendant is FRANK NIDA, 181 Smithmill Avenue, P.O. Box 28, Smithmill, PA 16680, who is the mortgagor and real owner of the mortgaged premises hereinafter described.
3. On December 27, 2004 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to H & R BLOCK MORTGAGE CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200500060. The mortgage has been assigned to: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-5 by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for September 01, 2006 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$51,067.38
Interest from 08/01/2006 through 12/31/2007 at 8.1000%.....	\$5,868.94
Per Diem interest rate at \$11.33	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph	\$2,553.37
Late Charges from 09/01/2006 to 12/31/2007	\$475.36
Monthly late charge amount at \$29.71	
Costs of suit and Title Search	\$900.00
Escrow Advance	\$864.00
Fees	\$140.53
Recoverable Balance.....	\$1,348.35
Suspense.....	-\$202.13

\$63,015.80

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendant in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant has received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendant have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$63,015.80, together with interest at the rate of \$11.33, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: Michael T. McKeever
GOLDBECK McCAFFERTY & McKEEVER
BY: MICHAEL T. MCKEEVER, ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Josh Lade, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 12/11/07



Option One Mortgage Corporation
Josh Lade ASST. Secretary

0015015928 FRANK NIDA

Exhibit A

EXHIBIT "A"
LEGAL DESCRIPTION

All those certain pieces or parcels of land situate in Galich Township, county of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

The first thereof: beginning at a post on "D" Street, and thence along other lands of John Cytickich, north 40° west, three hundred seventy eight feet to post on "G" Alley; thence along said "G" Alley, South 50° west, two hundred thirty one feet to post on other lands of John Cytickich; thence along same South 40° east, three hundred seventy eight feet to post on "D" Street aforesaid, and thence along "D" Street, north 50° east, two hundred thirty one feet to post and place of beginning.

The second thereof: beginning at a post on Street leading from Eureka No. 28 Colliery to Fernwood; thence along said Street, North 40° West, three hundred seventy eight feet to a post on an alley; thence along said alley south 50° west, two hundred twenty nine feet to post, corner of Frances Powers (formerly land of John Cytickich); thence thereby South 42° east, three hundred seventy eight feet to post on an alley and thence thereby north 58° east, two hundred twenty nine feet to post and place of beginning.

The third thereof: beginning at a post on Street; thence thereby south 40° east, three hundred seventy five feet to post corner on Alley; thence thereby South 50° west, four hundred sixty five feet to post on Alley aforesaid, corner of other land of Joseph Knapper; thence there by north 40° west, three hundred seventy five feet to post corner of Alley; thence thereby north 50° east, four hundred sixty five feet to post and place of beginning.

The Fourth thereof: All courses according to Magnetic Meridian of 1891. Beginning at a stake in the easterly line of the Christian Stake Warrant bearing South 40° 18' East, 1885.3 feet from a cut stone at the northeasterly corner thereof; thence along said easterly line south 40° 18' east, 374 feet to a stake; thence by other lands now or formerly of the Kittanning Coal Company, South 49° 42' West, 644.6 feet to a stake; thence still by same, parallel to and eighty feet distant from the center line of the Little Muddy Run Branch of the Pennsylvania Railroad, by a curve to the right in a northeasterly direction, 375 feet, more or less, to a stake; and thence still by other land now or formerly of the Kittanning Coal Company, north 49° 42' east, 656.7 feet to a stake and the place of beginning.

The fifth thereof: beginning at a stake in the easterly line of Christian Stake Warrant, bearing South 40° 18' East, Eighteen hundred eighty five and five tenths feet from a cut stone at the northeast corner thereof; thence along said Easterly line South 40° 18' east, three hundred seventy four feet to a stake; thence north 49° 42' east, forty nine feet to stake at the southwest corner of land conveyed to John Nida by Craig Bros. And Knapper by deed dated ; thence north 40° 25' West three hundred seventy three feet to stake at northwest corner of said conveyance to John Nida; thence South 49° 42' west forty one feet to a stake in said Easterly line of Christian Stake to the place of beginning.

Parcel No.: 118-L16-143

Current/Prior Deed Reference: Deed from Clifford A. Johnston, Executor of the Last Will and Testament of Fannie Nida, deceased to Frank Nida, Jr., Sole Beneficiary and Administrator of the Estate of Frank Nida, Sr. dated 2/27/1970 recorded on 2/27/1970 at DBV 558, Page 252.

File Number: 200401989

MORTGAGE

FROM: Frank Nida Jr.

TO: H & R Block Mortgage Corp.

MAIL TO:

Renaissance Settlements, L.L.C.
400 Penn Center Boulevard, Suite 707
Pittsburgh, PA 15235

Exhibit B

ACT 91 NOTICE
DATE OF NOTICE: October 30, 2007
TAKE ACTION TO SAVE YOUR
HOME FROM FORECLOSURE

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869.)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact any attorney in your area. The local bar association may be able to help you find a lawyer.

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER
Suite 5000 - Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106
Fax (215) 627-7734

Date: October 30, 2007

Homeowners Name: **FRANK NIDA**

Property Address: **28 Road PO Box 181, Smithmill, PA 16680**

Loan Account No.: **0015015928**

Original Lender: **H & R BLOCK MORTGAGE CORPORATION**

Current Lender/Service: **OPTION ONE MORTGAGE CORPORATION**

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO
DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may **NOT** take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: 28 Road PO Box 181, Smithmill, PA 16680 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 09/01/2006 thru 10/30/07
(14 mos. at \$385.20/month) \$5,392.80
(b) Late charges from 09/01/2006 thru 10/30/07 \$260.81
(c) Other charges; Escrow, Inspec., NSF Checks
(d) Other provisions of the mortgage obligation, if any
(e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$5,653.61

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$5,653.61**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

OPTION ONE MORTGAGE CORPORATION
4600 Touchton Road East
Bldg 200, Suite 102
Jacksonville, FL 32246

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within **THIRTY (30) DAYS** of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within **THIRTY (30) DAYS**, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately four (4) to six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: OPTION ONE MORTGAGE CORPORATION

Address: 4600 Touchton Road East
Bldg 200, Suite 102
Jacksonville, FL 32246

Phone Number: 800-326-1500 x61730 or 904-996-1730

Fax Number: 866-497-1263

Email: PHFA@OOMC.com

Contact: Daryl Johnson, Sara Haliko or Robinn Abel

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

ASSUMPTION OF MORTGAGE - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact: Daryl Johnson, Sara Haliko or Robinn Abel
Phone Number: 800-326-1500 x61730 or 904-996-1730

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

CONSUMER CREDIT COUNSELING AGENCIES

FAYETTE COUNTY

ACTION HOUSING INC.
425 6th Avenue
Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412) 281-2102
FAX (412) 391-4512

CCCS OF WESTERN PENNSYLVANIA INC.

1 North Gate Square
2 Garden Center Drive
Greensburg, PA 15601
(724) 838-1290

TABLELAND SERVICES INC.

131 North Center Avenue
Somerset, PA 15501
(814) 445-9628
FAX (814) 443-3690

MON-VALLEY UNEMPLOYED COMMITTEE

120 East 9th Avenue
Homestead, PA 15120
(412) 462-9962

COMMUNITY ACTION SOUTHWEST

22 West High Street
Waynesburg, PA 15370
(724) 852-2893

FAYETTE CO COMMUNITY ACTION AGENCY INC.

137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 or (800) 427-INFO
FAX (412) 437-4418

CCCS OF WESTERN PA

199 Edison Street
Uniontown, PA 15401
(724) 439-8939

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103809
NO: 08-01-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee
vs.
DEFENDANT: FRANK NIDA

SHERIFF RETURN

NOW, February 27, 2008, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON FRANK NIDA.

NOW, March 20, 2008 AT 11:40 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON FRANK NIDA, DEFENDANT. THE RETURN OF BLAIR COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

*2nd
Service*

FILED

9/3:15 am
MAY 05 2008

(LM)
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103809
NO: 08-01-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee
vs.
DEFENDANT: FRANK NIDA

SHERIFF RETURN

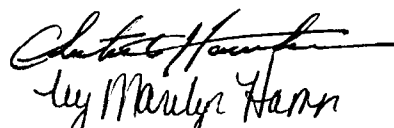
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	327424	10.00
SHERIFF HAWKINS	GOLDBECK	327424	12.00
BLAIR CO.	GOLDBECK	327425	28.50

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

10389

DATE RECEIVED

DATE PROCESSED

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSD ENV. #

600401

1. PLAINTIFF / S / <u>U.S. Bank</u>		2. COURT NUMBER <u>08-01-CD</u>	
3. DEFENDANT / S / <u>Frank N. da</u>		4. TYPE OF WRIT OR COMPLAINT <u>Mortgage Foreclosure</u>	
5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD. <u>Frank N. da</u>			
6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) <u>2717 Fairway Drive APT B Altoona Pa 16602</u>			
7. INDICATE UNUSUAL SERVICE: <input checked="" type="checkbox"/> PERSONAL <input checked="" type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> REGISTERED MAIL <input type="checkbox"/> POSTED <input type="checkbox"/> OTHER			
NOW, _____, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.			
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:			

SHERIFF OF BLAIR COUNTY

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of: <u>Michael T. Mahan</u>		10. TELEPHONE NUMBER <u>215-825-6365</u>	11. DATE
SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE			
12. I acknowledge receipt of the writ or complaint as indicated above. <u>Diane S. Wilt</u>		13. Date Received <u>3/27/08</u>	14. Expiration/Hearing date
15. I hereby CERTIFY and RETURN that I <input checked="" type="checkbox"/> have personally served, <input type="checkbox"/> have served person in charge, <input type="checkbox"/> have legal evidence of service as shown in "Remarks" (on reverse) <input type="checkbox"/> have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand ing/ or Posting a TRUE and ATTESTED COPY thereof.			
16. <input type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)			
17. Name and title of individual served <u>Frank N. da</u>		18. A person of suitable age and discretion then residing in the defendant's usual place of abode. <input type="checkbox"/> Read Order <input type="checkbox"/>	
19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) <u>Sheriff's office</u>		20. Date of Service <u>3-20-08</u>	21. Time <u>12:40 AM</u>
22. ATTEMPTS	Date	Miles	Dep. Int.
1	3/20/08	12	00
23. Advance Costs	24. Receipt	25. 12982	26. 7230.50
\$150.00		27. 500	28. 2850
30. REMARKS		39. Date Received	

SO ANSWER.

AFFIRMED and subscribed to before me this

COMMONWEALTH OF PENNSYLVANIA

day of

APRIL

Notary Seal

Timothy J. Suscungoli, Notary Public

Hollidaysburg Boro, Blair County

My Commission Expires April 13, 2011

Member, Pennsylvania Association of Notaries

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Signature of Sheriff

SHERIFF OF BLAIR COUNTY

Date

3-20-08

Date

MY COMMISSION EXPIRES

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

SHERIFF'S RETURN OF SERVICE

- () (1) The within _____
upon _____, the within named
defendant by mailing to _____
by _____ mail, return receipt requested, postage
prepaid _____ on the _____,
a true and attested copy thereof at _____

The return receipt signed by _____
defendant on the _____ is hereto attached and
made part of this return.

- () (2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and
attested copy thereof at _____

in the following manner.

- () (a) To the defendant by () registered () certified mail, return receipt requested,
postage prepaid, addressee only on the _____,
said receipt being returned NOT signed by defendant, but with a notation by the Postal
Authorities that defendant refused to accept the same. The returned receipt and envelope
is attached hereto and made part of this return.

And thereafter:

- () (b) To the defendant by ordinary mail addressed to defendant at same address, with the
return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said
envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a
proof of mailing.

- () (3) By publication in a daily publication of general circulation in the County of **Blair**,
Commonwealth of Pennsylvania, _____ time (s) with publication appearing

The affidavit from said publication is hereto attached.

- () (4) By mailing to _____
by _____ mail, return receipt requested, postage prepaid,
_____ on the _____
a true and attested copy thereof at _____

The _____ returned by the Postal
Authorities marked _____
is hereto attached.

- () (5) Other _____

GOLDBECK McCAFFERTY & McKEEVER

BY: MICHAEL T. McKEEVER

ATTORNEY I.D. #30129

SUITE 5000 - MILLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE
FOR THE STRUCTURED ASSET INVESTMENT LOAN
TRUST 2005-5

6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA

Mortgagor and Real Owner

28 Road PO Box 181

Smithmill, PA 16680

Defendant

I HEREBY CERTIFY THAT THIS IS
A TRUE AND CORRECT COPY OF
THE ORIGINAL FILED

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 08-01-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 the 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 claim 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 OR CANNOT AFFORD ONE, 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.

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

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

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

JAN 02 2008

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

Resources available for Homeowners in Foreclosure

ACT NOW!

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to SAVE YOUR HOME FROM FORECLOSURE.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at 800-648-9605 and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at homeretention@goldbecklaw.com. Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of OPT-0753.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

This Action of Mortgage Foreclosure will continue unless you take action to stop it.

COMPLAINT IN MORTGAGE FORECLOSURE

**ATTORNEY
COPY**

1. Plaintiff is U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-5, 6501 Irvine Blvd., Suite 200, Philadelphia, PA 19106. **HEREBY CERTIFY THAT THIS IS THE TRUE AND CORRECT COPY OF THE ORIGINAL FILED**
2. The names and addresses of the Defendant is FRANK NIDA, 181 Smithmill Avenue, P.O. Box 28, Smithmill, PA 16680, who is the mortgagor and real owner of the mortgaged premises hereinafter described.
3. On December 27, 2004 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to H & R BLOCK MORTGAGE CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200500060. The mortgage has been assigned to: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-5 by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for September 01, 2006 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$51,067.38
Interest from 08/01/2006 through 12/31/2007 at 8.1000%.....	\$5,868.94
Per Diem interest rate at \$11.33	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph	\$2,553.37
Late Charges from 09/01/2006 to 12/31/2007	\$475.36
Monthly late charge amount at \$29.71	
Costs of suit and Title Search	\$900.00
Escrow Advance	\$864.00
Fees	\$140.53
Recoverable Balance.....	\$1,348.35
Suspense.....	-\$202.13

\$63,015.80

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendant in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant has received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendant have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

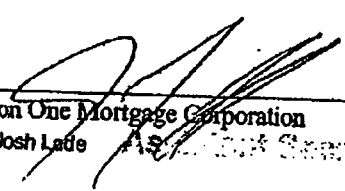
WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$63,015.80, together with interest at the rate of \$11.33, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: Michael T. McKeever
GOLDBECK McCAFFERTY & McKEEVER
BY: MICHAEL T. MCKEEVER, ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Josh Lade, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made ~~subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities~~

Date: 12/11/07



Option One Mortgage Corporation
Josh Lade AS/Assistant Secretary

0015015928 FRANK NIDA

Exhibit A

EXHIBIT "A"
LEGAL DESCRIPTION

All these certain pieces or parcels of land situate in Galich Township, county of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

The first thereof: beginning at a post on "D" Street, and thence along other lands of John Cytychick, north 44° west, three hundred seventy eight feet to post on "C" Alley; thence along said "C" Alley, South 30° west, two hundred sixty one feet to post on other lands of John Cytychick; thence along same South 40° west, three hundred seventy eight feet to post on "D" Street above said, and thence along "D" Street, north 50° east, two hundred twenty nine feet to post and place of beginning.

The second thereof: beginning at a post on Street leading from Emma No. 28 Colliery to Fernwood; thence along said Street, North 44° West, three hundred seventy eight feet to a post on an alley; thence along said alley south 50° west, two hundred twenty nine feet to post, corner of Frances Powers (formerly land of John Cytychick); thence thenceby South 40° east, three hundred seventy eight feet to post on an alley and thence thenceby north 30° east, two hundred twenty nine feet to post and place of beginning.

The third thereof: beginning at a post on Street; thence thenceby south 40° east, three hundred seventy five feet to post corner on Alley; thence thenceby South 30° west, five hundred sixty five feet to post on Alley above said, corner of other land of Joseph Knipper; thence thenceby north 40° west, three hundred seventy five feet to post corner of Alley; thence thenceby north 30° east, five hundred sixty five feet to post and place of beginning.

The fourth thereof: All courses according to Magnetic Meridian of 1891. Beginning at a stake in the easterly line of the Christian Stake Wharves bearing South 40° 18' East, 1825.5 feet from a cut stone at the northeasterly corner thereof; thence along said easterly line south 40° 18' east, 374 feet to a stake; thence by other lands now or formerly of the Kittanning Coal Company, South 43° 42' West, 644.6 feet to a stake; thence still by same, parallel to and eighty feet distant from the center line of the Little Madley Run Branch of the Pennsylvania Railroad, by a curve to the right in a northeasterly direction, 373 feet, more or less, to a stake; and thence still by other land now or formerly of the Kittanning Coal Company, north 49° 42' east, 636.7 feet to a stake and the place of beginning.

The fifth thereof: beginning at a stake in the easterly line of Christian Stake Wharves, bearing South 40° 18' East, Eighteen hundred eighty five and five tenths feet from a cut stone at the southeast corner thereof; thence along said easterly line South 40° 18' east, three hundred seventy four feet to a stake; thence north 49° 42' east, forty nine feet to stake at the southeast corner of land conveyed to John Nida by Craig Bros. And Knipper by deed dated : thence north 40° 23' West three hundred seventy three feet to stake at northwest corner of said conveyance to John Nida; thence South 49° 42' west thirty one feet to a stake in said easterly line of Christian Stake to the place of beginning.

Parcel No: 112-L-16-143

Current/Prior Deed Reference: Deed from Clifford A. Johnston, Executor of the Last Will and Testament of Frank Nida, deceased to Frank Nida, Jr., Sole Beneficiary and Administrator of the Estate of Frank Nida, Sr. dated 2/27/1970 recorded on 2/27/1970 at DBV 558, Page 252.

File Number: 280401909

MORTGAGE

FROM: Frank Nida Jr.

TO: H & B Black Mortgage Corp.

MAIL TO:

Remittance Settlements, L.L.C.
400 Penn Center Boulevard, Suite 707
Pittsburg, PA 15235

Exhibit B

ACT 91 NOTICE

DATE OF NOTICE: October 30, 2007

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869.)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact any attorney in your area. The local bar association may be able to help you find a lawyer.

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER
Suite 5000 - Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106
Fax (215) 627-7734

Date: October 30, 2007

Homeowners Name: **FRANK NIDA**
Property Address: 28 Road PO Box 181, Smithmill, PA 16680
Loan Account No.: 0015015928
Original Lender: H & R BLOCK MORTGAGE CORPORATION
Current Lender/Servicer: OPTION ONE MORTGAGE CORPORATION

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO
DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: 28 Road PO Box 181, Smithmill, PA 16680 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 09/01/2006 thru 10/30/07
(14 mos. at \$385.20/month) \$5,392.80
(b) Late charges from 09/01/2006 thru 10/30/07 \$260.81
(c) Other charges; Escrow, Inspec., NSF Checks
(d) Other provisions of the mortgage obligation, if any
(e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$5,653.61

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$5,653.61, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

OPTION ONE MORTGAGE CORPORATION
4600 Touchton Road East
Bldg 200, Suite 102
Jacksonville, FL 32246

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within **THIRTY (30) DAYS** of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within **THIRTY (30) DAYS**, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: OPTION ONE MORTGAGE CORPORATION

Address: 4600 Touchton Road East
Bldg 200, Suite 102
Jacksonville, FL 32246

Phone Number: 800-326-1500 x61730 or 904-996-1730

Fax Number: 866-497-1263

Email: PHFA@OOMC.com

Contact: Daryl Johnson, Sara Haliko or Robinn Abel

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

ASSUMPTION OF MORTGAGE - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact: Daryl Johnson, Sara Haliko or Robinn Abel
Phone Number: 800-326-1500 x61730 or 904-996-1730

Date: 01/02/2008
Time: 01:58 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1922060
Page 1 of 1

Received of: Michael T. McKeever, Esq. \$ 95.00

Ninety-Five and 00/100 Dollars

Case: 2008-00001-CD	Plaintiff: U.S. Bank National Association	Amount
Civil Complaint		95.00
Total:		95.00

Check: 320843

Payment Method: Check
Amount Tendered:
Change Returned:
Clerk: BHUDSON

95.00
0.00

William A. Shaw, Prothonotary/Clerk of Cou
By: _____
Deputy Clerk

GOLDBECK McCAFFERTY & McKEEVER

BY: MICHAEL T. MCKEEVER, ESQ.

ATTORNEY I.D. #56129

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

**U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5**

6501 Irvine Center Drive

Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA, JR.

Mortgagor(s) and Record Owner(s)

28 Road PO Box 181

Smithmill, PA 16680

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE
FORECLOSURE

Term
No. 08-01-CD

PRAECIPE TO CORRECT CAPTION

Kindly correct the docket to reflect the correct caption of **FRANK NIDA, JR.**

Respectfully submitted,

GOLDBECK, McCAFFERTY & McKEEVER

By:



Michael T. McKeever, Esquire
Attorney for Plaintiff

FILED *no cc*
mjt/2BD
MAY 13 2008 *CK*

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103609**

U.S. BANK NATIONAL ASSOCIATION, As Trustee

Case # 08-01-CD

vs.

FRANK NIDA

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW May 05, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO FRANK NIDA, DEFENDANT. ACCORDING TO POST OFFICE MOVED TO ALTOONA AREA.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	320844	10.00
SHERIFF HAWKINS	GOLDBECK	320844	42.28

Sworn to Before me This

_____ Day of _____ 2008

So Answers,

William A. Shaw

Prothonotary/Clerk of Courts

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED

03:15 PM
MAY 05 2008

*1st
service*

GOLDBECK McCAFFERTY & McKEEVER

BY: MICHAEL T. McKEEVER

ATTORNEY I.D. #56129

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

**I HEREBY CERTIFY THAT THIS IS
A TRUE AND CORRECT COPY OF
THE ORIGINAL FILED**

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE
FOR THE STRUCTURED ASSET INVESTMENT LOAN
TRUST 2005-5

6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA

Mortgagor and Real Owner

28 Road PO Box 181

Smithmill, PA 16680

Defendant

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. *08-01-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 the 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 claim 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 OR CANNOT AFFORD ONE, 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.

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

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

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

JAN 02 2008

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÔMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186
Harrisburg, PA 17108
800-692-7375

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

Resources available for Homeowners in Foreclosure

ACT NOW!

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to SAVE YOUR HOME FROM FORECLOSURE.

1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.

2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.

3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.

4). Call the Plaintiff (your lender) at 800-648-9605 and ask to speak to someone about Loss Mitigation or Home Retention options.

5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at homeretention@goldbecklaw.com. Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of OPT-0753.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

This Action of Mortgage Foreclosure will continue unless you take action to stop it.

COMPLAINT IN MORTGAGE FORECLOSURE

**I HEREBY CERTIFY THAT THIS IS
A TRUE AND CORRECT COPY OF
THE ORIGINAL FILED**

1. Plaintiff is U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-5, 6501 Irvine Center Drive, Irvine, CA 92618.
2. The names and addresses of the Defendant is FRANK NIDA, 181 Smithmill Avenue, P.O. Box 28, Smithmill, PA 16680, who is the mortgagor and real owner of the mortgaged premises hereinafter described.
3. On December 27, 2004 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to H & R BLOCK MORTGAGE CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200500060. The mortgage has been assigned to: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-5 by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for September 01, 2006 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$51,067.38
Interest from 08/01/2006 through 12/31/2007 at 8.1000%.....	\$5,868.94
Per Diem interest rate at \$11.33	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph	\$2,553.37
Late Charges from 09/01/2006 to 12/31/2007	\$475.36
Monthly late charge amount at \$29.71	
Costs of suit and Title Search	\$900.00
Escrow Advance	\$864.00
Fees	\$140.53
Recoverable Balance.....	\$1,348.35
Suspense.....	-\$202.13

\$63,015.80

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendant in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant has received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendant have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

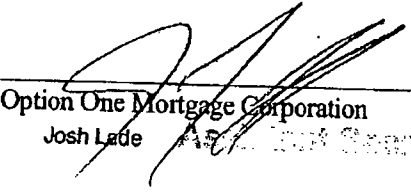
WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$63,015.80, together with interest at the rate of \$11.33, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: Michael T. McKeever
GOLDBECK McCAFFERTY & McKEEVER
BY: MICHAEL T. McKEEVER, ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Josh Lade, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made ~~subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities~~

Date: 12/11/07



Option One Mortgage Corporation
Josh Lade ASST. Sec. Secretary

0015015928 FRANK NIDA

Exhibit A

EXHIBIT "A"
LEGAL DESCRIPTION

All those certain pieces or parcels of land situate in Galich Township, county of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

The first thereof: beginning at a post on "D" Street, and thence along other lands of John Cytkitch, north 40° west, three hundred seventy eight feet to post on "C" Alley; thence along said "C" Alley, South 50° west, two hundred thirty one feet to post on other lands of John Cytkitch; thence along same South 40° east, three hundred seventy eight feet to post on "D" Street aforesaid, and thence along "D" Street, north 50° east, two hundred thirty one feet to post and place of beginning.

The second thereof: beginning at a post on Street leading from Eureka No. 28 Colliery to Fernwood; thence along said Street, North 40° West, three hundred seventy eight feet to a post on an alley; thence along said alley south 50° west, two hundred twenty nine feet to post, corner of Frances Powers (formerly land of John Cytkitch); thence thereby South 40° east, three hundred seventy eight feet to post on an alley and thence thereby north 50° east, two hundred twenty nine feet to post and place of beginning.

The third thereof: beginning at a post on Street; thence thereby south 40° east, three hundred seventy five feet to post corner on Alley; thence thereby South 50° west, four hundred sixty five feet to post on Alley aforesaid, corner of other land of Joseph Knapp; thence there by north 40° west, three hundred seventy five feet to post corner of Alley; thence thereby north 50° east, four hundred sixty five feet to post and place of beginning.

The Fourth thereof: All courses according to Magnetic Meridian of 1891. Beginning at a stake in the easterly line of the Christian Stake Warrant bearing South 40° 18' East, 1883.5 feet from a cut stone at the northeasterly corner thereof; thence along said easterly line south 40° 18' east, 374 feet to a stake; thence by other lands now or formerly of the Kittanning Coal Company, South 49° 42' West, 644.6 feet to a stake; thence still by same, parallel to and eighty feet distant from the center line of the Little Muddy Run Branch of the Pennsylvania Railroad, by a curve to the right in a northeasterly direction, 375 feet, more or less, to a stake; and thence still by other land now or formerly of the Kittanning Coal Company, north 49° 42' east, 656.7 feet to a stake and the place of beginning.

The fifth thereof: beginning at a stake in the easterly line of Christian Stake Warrant, bearing South 40° 18' East, Eighteen hundred eighty five and five tenths feet from a cut stone at the northeast corner thereof; thence along said Easterly line South 40° 18' east, three hundred seventy four feet to a stake; thence north 49° 42' east, forty nine feet to stake at the southwest corner of land conveyed to John Nida by Craig Bros. And Knapp by deed dated ; thence north 40° 25' West three hundred seventy three feet to stake at northwest corner of said conveyance to John Nida; thence South 49° 42' west forty one feet to a stake in said Easterly line of Christian Stake to the place of beginning.

Parcel No.: 118-L-16-143

Current/Prior Deed Reference: Deed from Clifford A. Johnston, Executor of the Last Will and Testament of Fannie Nida, deceased to Frank Nida, Jr., Sole Beneficiary and Administrator of the Estate of Frank Nida, Sr. dated 2/27/1970 recorded on 2/27/1970 at DBV 558, Page 252.

File Number: 200401989

MORTGAGE

FROM: Frank Nida Jr.

TO: H & R Block Mortgage Corp.

MAIL TO:

Renaissance Settlements, L.L.C.
400 Penn Center Boulevard, Suite 707
Pittsburgh, PA 15235

Exhibit B

ACT 91 NOTICE
DATE OF NOTICE: October 30, 2007
TAKE ACTION TO SAVE YOUR
HOME FROM FORECLOSURE

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869.)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact any attorney in your area. The local bar association may be able to help you find a lawyer.

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER
Suite 5000 - Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106
Fax (215) 627-7734

Date: October 30, 2007

Homeowners Name: FRANK NIDA

Property Address: 28 Road PO Box 181, Smithmill, PA 16680

Loan Account No.: 0015015928

Original Lender: H & R BLOCK MORTGAGE CORPORATION

Current Lender/Servicer: OPTION ONE MORTGAGE CORPORATION

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO
DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may **NOT** take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: 28 Road PO Box 181, Smithmill, PA 16680 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 09/01/2006 thru 10/30/07
(14 mos. at \$385.20/month) \$5,392.80
- (b) Late charges from 09/01/2006 thru 10/30/07 \$260.81
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$5,653.61

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$5,653.61**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

OPTION ONE MORTGAGE CORPORATION
4600 Touchton Road East
Bldg 200, Suite 102
Jacksonville, FL 32246

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately four (4) to six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: OPTION ONE MORTGAGE CORPORATION

Address: 4600 Touchton Road East
Bldg 200, Suite 102
Jacksonville, FL 32246

Phone Number: 800-326-1500 x61730 or 904-996-1730

Fax Number: 866-497-1263

Email: PHFA@OOMC.com

Contact: Daryl Johnson, Sara Haliko or Robinn Abel

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

ASSUMPTION OF MORTGAGE - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact: Daryl Johnson, Sara Haliko or Robinn Abel
Phone Number: 800-326-1500 x61730 or 904-996-1730

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

CONSUMER CREDIT COUNSELING AGENCIES

FAYETTE COUNTY

ACTION HOUSING INC.
425 6th Avenue
Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412) 281-2102
FAX (412) 391-4512

CCCS OF WESTERN PENNSYLVANIA INC.

1 North Gate Square
2 Garden Center Drive
Greensburg, PA 15601
(724) 838-1290

TABLELAND SERVICES INC.

131 North Center Avenue
Somerset, PA 15501
(814) 445-9628
FAX (814) 443-3690

MON-VALLEY UNEMPLOYED COMMITTEE

120 East 9th Avenue
Homestead, PA 15120
(412) 462-9962

COMMUNITY ACTION SOUTHWEST

22 West High Street
Waynesburg, PA 15370
(724) 852-2893

FAYETTE CO COMMUNITY ACTION AGENCY INC.

137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 or (800) 427-INFO
FAX (412) 437-4418

CCCS OF WESTERN PA

199 Edison Street
Uniontown, PA 15401
(724) 439-8939

In the Court of Common Pleas of Clearfield County

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE STRUCTURED ASSET INVESTMENT LOAN TRUST
2005-5
6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA, JR.
(Mortgagor(s) and Record Owner(s))
28 Road PO Box 181
Smithmill, PA 16680

Defendant(s)

No. 08-01-CD

PRAECIPE FOR JUDGMENT

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

Enter the Judgment in favor of Plaintiff and against FRANK NIDA, JR. by default for want of an Answer.

Assess damages as follows:

Debt

\$64,671.24

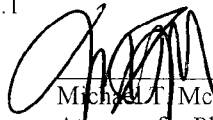
Interest from **05/13/2008** to Date of Sale

Total

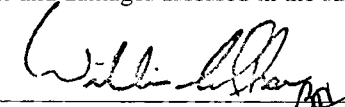
(Assessment of Damages attached)

I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1


Michael T. McKeever
Attorney for Plaintiff
I.D. #56129

AND NOW May 13, 2008, Judgment is entered in favor of U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-5 and against FRANK NIDA, JR. by default for want of an Answer and damages assessed in the sum of \$64,671.24 as per the above certification.


Prothonotary

FILED

MAY 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

Notice to Def.

w/ copy of Order
for Judgment

Statement to Atty
(60)

Any ad. \$20.00

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN
TRUST 2005-5
6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

No. 08-01-CD

vs.

FRANK NIDA, JR.
(Mortgagors and Record Owner(s))
28 Road PO Box 181
Smithmill, PA 16680

Defendant(s)

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT
OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE
PURPOSE OF COLLECTING THE DEBT.**

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw
Prothonotary

By:  5/13/08

Deputy

If you have any questions concerning the above, please contact:

Michael T. McKeever
Goldbeck McCafferty & McKeever
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

DATE OF THIS NOTICE: **April 10, 2008**

TO:

FRANK NIDA

2717 Fairway Drive, Apt B
Altoona, PA 16602

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE STRUCTURED ASSET INVESTMENT LOAN TRUST
2005-5
6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA
(Mortgagor(s) and Record Owner(s))
28 Road PO Box 181
Smithmill, PA 16680

Defendant(s)

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 08-01-CD

TO:

FRANK NIDA

2717 Fairway Drive, Apt B
Altoona, PA 16602

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.

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

Michael T. McKeever

GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever, Esq.

Attorney for Plaintiff

Suite 5000 – 701 Market Street.

Philadelphia, PA 19106 215-825-6318

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

DATE OF THIS NOTICE: **April 10, 2008**

TO:

FRANK NIDA
28 Road PO Box 181
Smithmill, PA 16680

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE STRUCTURED ASSET INVESTMENT LOAN TRUST
2005-5
6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA
(Mortgagor(s) and Record Owner(s))
28 Road PO Box 181
Smithmill, PA 16680

Defendant(s)

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 08-01-CD

TO: **FRANK NIDA**
28 Road PO Box 181
Smithmill, PA 16680

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.

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P.O. Box 186
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800-692-7375

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

Michael T. McKeever

GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever, Esq.

Attorney for Plaintiff

Suite 5000 – 701 Market Street.

Philadelphia, PA 19106 215-825-6318

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A
DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED
FOR THE PURPOSE OF COLLECTING THE DEBT.**

DATE OF THIS NOTICE: **April 10, 2008**

TO:

FRANK NIDA

181 Smithmill Avenue, P.O. Box 28
Smithmill, PA 16680

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE STRUCTURED ASSET INVESTMENT LOAN TRUST
2005-5
6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA
(Mortgagor(s) and Record Owner(s))
28 Road PO Box 181
Smithmill, PA 16680

Defendant(s)

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 08-01-CD

TO:

FRANK NIDA

181 Smithmill Avenue, P.O. Box 28
Smithmill, PA 16680

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.

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

Michael T. McKeever

GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever, Esq.

Attorney for Plaintiff

Suite 5000 -- 701 Market Street.

Philadelphia, PA 19106 215-825-6318

VERIFICATION OF NON-MILITARY SERVICE

The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, FRANK NIDA, JR., is about unknown years of age, that Defendant's last known residence is 2717 Fairway Drive, Apt B, Altoona, PA 16602, and is engaged in the unknown business located at unknown address.

2. That Defendant is 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 Action of Congress of 1940 and its Amendments.

Date:

5/12/08

A handwritten signature in black ink, appearing to be "Frank Nida, Jr.", written over a horizontal line.

GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever
Attorney I.D. #56129
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5
6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA, JR.
(Mortgagor(s) and Record owner(s))
28 Road PO Box 181
Smithmill, PA 16680

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 08-01-CD

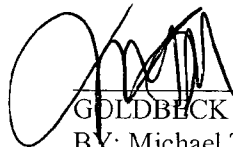
ORDER FOR JUDGMENT

Please enter Judgment in favor of U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-5, and against FRANK NIDA, JR. for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$64,671.24.



Michael T. McKeever
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-5 6501 Irvine Center Drive Irvine, CA 92618 and that the name(s) and last known address(es) of the Defendant(s) is/are FRANK NIDA, JR., 2717 Fairway Drive, Apt B Altoona, PA 16602;



GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly assess the damages in this case to be as follows:

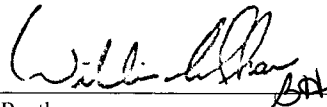
Principal Balance	\$51,067.38
Interest from 08/01/2006 through 05/12/2008	\$7,375.83
Reasonable Attorney's Fee	\$2,553.37
Late Charges	\$623.91
Costs of Suit and Title Search	\$900.00
Escrow Advance	\$864.00
Fees	\$140.53
Recoverable Balance	\$1,348.35
Suspense	-\$202.13

\$64,671.24



GOLDBECK McCafferty & McKEEVER
BY: Michael T. McKeever
Attorney for Plaintiff

AND NOW, this 13th day of May, 2008 damages are assessed as above.



Pro Prothy

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

U.S. Bank National Association

Vs.

No. 2008-00001-CD

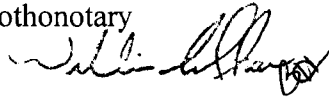
Frank Nida Jr.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$64,671.24 on May 13, 2008.

William A. Shaw

Prothonotary



William A. Shaw

copy

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

COPY

U.S. Bank National Association
Plaintiff(s)

No.: 2008-00001-CD

Real Debt: \$64,671.24

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Frank Nida Jr.
Defendant(s)


Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 13, 2008

Expires: May 13, 2013

Certified from the record this 13th day of May, 2008.



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

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P 3180-3183

Michael T. McKeever
Attorney I.D.#56129
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5
6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA, JR.
Mortgagor(s) and Record Owner(s)
28 Road PO Box 181
Smithmill, PA 16680

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION -- LAW

ACTION OF MORTGAGE FORECLOSURE

No. 08-01-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$64,671.24

Interest from

05/13/2008 to Date of
Sale at 8.1000%

(Costs to be added)

Prothonotary costs

142.00



GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever

Attorney for Plaintiff

FILED Atty. pd. \$20.00
MAY 13 2008 ICC @ 6 w/its w/
prop. desc. to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
GR

Term
No. 08-01-CD
IN THE COURT OF COMMON PLEAS

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE
FOR THE STRUCTURED ASSET INVESTMENT LOAN
TRUST 2005-5

vs.

FRANK NIDA, JR.
(Mortgagor(s) and Record Owner(s))
28 Road PO Box 181
Smithmill, PA 16680

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Michael T. McKeever
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322

FILED

MAY 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

Goldbeck McCafferty & McKeever
BY: Michael T. McKeever
Attorney I.D. #56129
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5
6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA, JR.
(Mortgagor(s) and Record Owner(s))
28 Road PO Box 181
Smithmill, PA 16680

Defendant(s)

IN THE COURT OF COMMON PLEAS
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 08-01-CD

AFFIDAVIT PURSUANT TO RULE 3129

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-5, Plaintiff in the above action, by its attorney, Michael T. McKeever, Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

28 Road PO Box 181
Smithmill, PA 16680

1. Name and address of Owner(s) or Reputed Owner(s):

FRANK NIDA, JR.
2717 Fairway Drive, Apt B
Altoona, PA 16602

2. Name and address of Defendant(s) in the judgment:

FRANK NIDA, JR.
2717 Fairway Drive, Apt B
Altoona, PA 16602

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

DOMESTIC RELATIONS OF CLEARFIELD COUNTY
230 E. Market Street
Clearfield, PA 16830

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
Harrisburg, PA 17105-2675

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

PENNSYLVANIA HOUSING FINANCE AGENCY
211 North Front Street
PO BOX 15057
Harrisburg, PA 17101

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

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.

TENANTS/OCCUPANTS
28 Road Po Box 181
Smithmill, PA 16680

(attach separate sheet if more space is needed)

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.

DATED: May 12, 2008



GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever, Esq.
Attorney for Plaintiff

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

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5
6501 Irvine Center Drive
Irvine, CA 92618

vs.

FRANK NIDA, JR.
28 Road PO Box 181
Smithmill, PA 16680

In the Court of Common Pleas of
Clearfield County

No. 08-01-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

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:

PREMISES: 28 Road PO Box 181 Smithmill, PA 16680

See Exhibit "A" attached

AMOUNT DUE

\$64,671.24

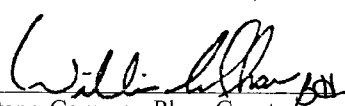
Interest From **05/13/2008**
Through Date of Sale

(Costs to be added)

Prothonotary costs

142.00

Dated: 5/13/08


Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

~~Deputy~~

IN THE COURT OF COMMON PLEAS

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-

5

vs.

FRANK NIDA, JR.
Mortgagor(s)
28 Road PO Box 181 Smithmill, PA 16680

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	
INTEREST from	
COSTS PAID:	\$64,671.24
	\$
PROTHY	\$
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$
Office of Judicial Support	\$
Judg. Fee	
Cr.	
Sat.	

Michael T. McKeever
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
(215) 627-1322

All those certain piece or parcels of land situate in Gulich Township, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

The first thereof beginning at a post on "D" Street, and thence along other lands of John Cyletickh, north 40 degrees west, three hundred seventy eight feet to post on "G" Alley; thence along said "G" Alley, South 50 degrees west, two hundred thirty one feet to post on other lands of John Cyletickh; thence along same South 40 degrees east, three hundred Seventy eight feet to post on "B" Street aforesaid and thence along "B" Street, north 50 degrees east, two hundred thirty one feet to post and place of beginning.

The second thereof; beginning at a post on Street leading from Emeka No. 28 Colliery to Fernwood; thence along said Street, North 40 degrees West, three hundred seventy eight feet to a post on an alley; thence along said alley south 50 degrees west, two hundred twenty nine feet to post, corner of Frances Power (formerly land of John Cytish); thence thereby South 40 degrees east, three hundred seventy eight feet to post on an alley thence thereby north 50 degrees east, two hundredth twenty nine feet to post and place of beginning.

The third thereof: beginning at a post on Street; thence forty South 40 degrees east, three hundred seventy five feet to post corner an Alley: thence thereby South 50 degrees West, for bounded sixty five feet to post on Alley aforesaid corner of other lands of Joseph Knapper; thence there by north 40 degrees west, three hundred seventy five feet to post corner of Alley; thence thereby north 50 degrees east, four hundred sixty five feet to post and place of beginning.

The Fourth thereof: All courses according to Magnetic Meridian of 1891. Beginning at a stake in the easterly line of the Christian Stake Warrant bearing South 40 degrees 18 minutes East, 1885.5 feet from a out stone at the northeasterly corner thereof; thence along said easterly line south 40 degrees 18 minutes East, 374 feet to a stake; thence by other lands now or formerly of the Kittanning Coal Company, South 49 degrees 42 minutes west, 644.6 feet to a stake; thence still by same, parallel to said eighty feet distant from the center plan of the Little Muddy Run Branch of the Pennsylvania Railroad, by a curve to the right in a northeasterly direction, 37.5 feet, more or less, to a stake and thence still by other land now or formerly of the Kittanning Coal Company, north 49 degrees 42 minuets East, 656.7 feet to a stake and the place of beginning.

The fifth thereof: beginning at a stake in the easterly line of Christian Stake Warrant, bearing South 40 degrees 18 minutes East, Eighteen hundred eighty five and five tenths feet from a set stone at the northeast corner thereof; thence along said Easterly line South 40 degrees 18 minutes east, three hundred seventy four feet to a stake; thence north 49 degrees 42 minutes east, forty nine feet to a stake at the southwest corner of land conveyed to John Nide by Craig Bros. And Knapper by deed dated ;thence north 40 degrees 25 minutes West three hundred seventy three feet to stake at northwest corner of said conveyance to John Nide; thence South 49 degrees 42 minute West forty one feet to a stake in said Easterly line of Christina Stake to the place of beginning.

TAX PARCEL #: 118-L16-000-00143

PROPERTY ADDRESS: 28 ROAD P.O. BOX 181, SMITHMILL, PA 16680

GOLDBECK McCAFFERTY & McKEEVER

MICHAEL T. MCKEEVER

Attorney I.D.#56129

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

FILED

0111:58 a.m. 6K

JUN 18 2008

No CC

William A. Shaw
Prothonotary/Clerk of Courts

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5
6501 Irvine Center Drive
Irvine, CA 92618

vs.

FRANK NIDA, JR.
28 Road PO Box 181
Smithmill, PA 16680

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 08-01-CD

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

MOTION FOR SUBSTITUTED SERVICE
UNDER P.A.R.C.P. 430(a)

Plaintiff, by and through its attorney, David B. Fein, Esq., in support of its Motion for
Substituted Service, represents as follows:

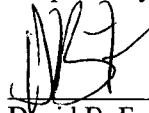
1. Plaintiff is the holder of a first mortgage upon the premises 28 Road PO Box 181,
Smithmill, PA, 16680, hereinafter, the "mortgaged premises".
2. Defendant, FRANK NIDA, JR., is the mortgagor and real owner of the mortgaged
premises.
3. The last known address of Defendant, Frank Nida, Jr., is 2717 Fairway Drive, Apt B,
Altoona, PA 16602.
4. The Sheriff has been unable to effect service of the Notice of Sale upon Defendant, Frank
Nida, Jr., at the property, 28 Road PO Box 181, Smithmill, PA, 16680. Per Sheriff, the Defendant was not
found and the Defendant moved to the Altoona area. Service was also attempted at the last known

address, 2717 Fairway Drive, Apt B, Altoona, PA 16602. Per Process Server, there was no answer, after numerous attempts, however, he did confirm that the Defendant resides at said address.

5. The following investigation was conducted in a good faith attempt to ascertain the whereabouts of Defendant, Frank Nida, Jr.

WHEREFORE, Plaintiff prays that the Court enter the attached order allowing Plaintiff to serve the Notice of Sale upon Defendant, Frank Nida, Jr., by posting the premises and certified and regular mail to the Defendant's last known address.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'DBF', is written over a horizontal line.

David B. Fein, Esq.

ProVest, LLC

Affidavit of Good Faith Investigation

Client provided information:

File Number: OPT-0753

Attorney Firm: GOLDBECK, MCCAFFERTY & MCKEEVER

Subject Name: Frank Nida, Jr.

Property Address:

Street: 28 Road PO Box 181

City: Smithmill

State: PA

Zip 16680

Skip Results:

Date of Birth: 03/22/1952

ProVest File Number: 1021877

Verified

Dates: As of 6/4/2008

Street: 2717 Fairway Drive, Apt B

Phone:

City: Altoona

State: PA

Zip: 16602

Death Records:

As of 6/4/2008, the Social Security Administration has no death record on file for Frank Nida, Jr..

Social Security Number Search Completed.**Employment Search:**

Unable to verify current employer.

Creditor Information:

Creditors indicated the last reported address for Frank Nida, Jr. as 2717 Fairway Drive, Apt B, Altoona, PA 16602.

Department of Motor Vehicle Records:

The Pennsylvania Department of Motor Vehicles provided no change for Frank Nida, Jr. from 2717 Fairway Drive, Apt B, Altoona, PA 16602.

Public Licenses (Pilot, Real Estate, etc):

Search performed provided no information.

Voter Registration Information:

The County Voters Registration Office has no listing for Frank Nida, Jr..

National Postal Address Search:

Has no change for Frank Nida, Jr. from 2717 Fairway Drive, Apt B, Altoona, PA 16602.

Military Search:

There was no active military status found.

Comments:

814-942-6209: Spoke with neighbor, Florine Gardner, verified current address as 2717 Fairway Drive, Apt B, Altoona, PA 16602

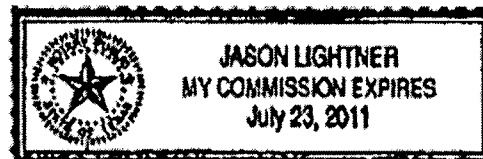
On 6/4/2008, I, Patti Garrett being duly sworn according to the law, deposes and says: I am employed by ProVest, LLC. I have conducted an investigation into the whereabouts of the above named subject. Above are the results of my investigation.


Affiant Name: Patti Garrett

Subscribed and sworn to before me,


Notary Public

Date: 6/4/2008



In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103609**

U.S. BANK NATIONAL ASSOCIATION, As Trustee

Case # 08-01-CD

vs.

FRANK NIDA

**"28 ROAD, PO BOX 181"
SMITHWILL, PA 16680**

COPY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW May 05, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO FRANK NIDA, DEFENDANT. ACCORDING TO POST OFFICE MOVED TO ALTOONA AREA.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	320844	10.00
SHERIFF HAWKINS	GOLDBECK	320844	42.28

Sworn to Before me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

AFFIDAVIT OF SERVICE

U.S. BANK NATIONAL ASSOCIATION
Plaintiff (Petitioner)

vs.

FRANK NIDA, JR.
Defendant (Respondent)

CASE and/or DOCKET: 08-01-CD

I, Douglas Priest declare that I am a Pennsylvania State Constable and/or Process Server, in and for the County of Berks, that I am not a party to this action, not an employee of a party to this action, or an attorney to the action, and that within the boundaries of the state where service was effected. I was authorized by law to perform the said service.

SERVICE UPON: FRANK NIDA, JR.

ADDRESS: 2717 FAIRWAY DRIVE, APT B, ALTOONA PA 16602

On:

At:

Description: Approximate Age ___ Height ___ Weight ___ Race ___ Sex ___ Hair ___

With Documents: NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

Manner of Service

By handing to:

- ☐ DEFENDANT(S) PERSONALLY SERVED
- ☐ ADULT WITH WHOM THE SAID DEFENDANT(S) RESIDE.
- ☐ NAME: _____ RELATIONSHIP: _____
- ☐ ADULT IN CHARGE OF DEFENDANTS RESIDENCE.
- ☐ NAME: _____ RELATIONSHIP: _____
- ☐ POSTED PROPERTY
- ☐ AGENT OR PERSON IN CHARGE OF PLACE OF BUSINESS.
- ☐ NAME: _____ TITLE: _____
- ☐ MILITARY STATUS: NO / YES BRANCH: _____

COMMENTS: Confirmed defendant resides.

DEFENDANT WAS NOT SERVED BECAUSE:

___ MOVED ___ UNKNOWN X NO ANSWER ___ VACANT ___ OTHER: _____

SERVICE WAS ATTEMPTED ON THE FOLLOWING DATES/TIMES:

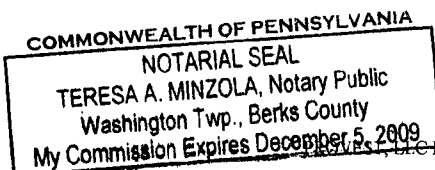
1.) 5/22/08 8:48 pm 2.) 5/25/08 6:12 pm 3.) 5/29/08 8:15 am

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 29 DAY OF
May, 2008

[Signature]
NOTARY

[Signature]
CONSTABLE/PROCESS SERVER

OPT-0753



GOLDBECK McCafferty & McKeever

MICHAEL T. MCKEEVER

Attorney I.D.#56129

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5
6501 Irvine Center Drive
Irvine, CA 92618

vs.


FRANK NIDA, JR.
28 Road PO Box 181
Smithmill, PA 16680

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 08-01-CD

VERIFICATION

I, David B. Fein, Esq., Attorney for Petitioner do hereby verify that the facts set forth in the foregoing Motion for Substituted Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

BY: 
David B. Fein, Esq.

GOLDBECK McCAFFERTY & McKEEVER

MICHAEL T. MCKEEVER

Attorney I.D.#56129

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5

6501 Irvine Center Drive

Irvine, CA 92618

vs.

FRANK NIDA, JR.

28 Road PO Box 181

Smithmill, PA 16680

IN THE COURT OF COMMON PLEAS

Of Clearfield County

No. 08-01-CD

CERTIFICATE OF SERVICE

David B. Fein, Esq., does hereby certify that true and correct copies of the foregoing Motion for Substituted Service have been served upon the Defendant, Frank Nida, Jr., this 16th day of June, 2008, by first class mail, postage prepaid.

FRANK NIDA, JR.


2717 Fairway Drive, Apt B

Altoona, PA 16602

FRANK NIDA, JR.

28 Road PO Box 181

Smithmill, PA 16680

BY: _____
David B. Fein, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5,
Plaintiff

vs.
FRANK NIDA, JR.,
Defendant

NO. 08-01-CD

ORDER

NOW, this 19th day of June, 2008, the Plaintiff is granted leave to serve the
Notice of Sheriff's Sale upon the Defendant **FRANK NIDA, JR.** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 28 Road, PO Box 181, Smithmill, PA 16680 and
2717 Fairway Drive, Apt. B, Altoona, PA 16602;
3. By certified mail, return receipt requested, to 28 Road, PO Box 181,
Smithmill, PA 16680 and 2717 Fairway Drive, Apt. B, Altoona, PA
16602; and
4. By posting the mortgaged premises known in this herein action as 28
Road, PO Box 181, Smithmill, PA 16680.

Service of the aforementioned publication and mailings is effective upon the
date of publication and mailing and is to be done by Plaintiff's attorney, who will file
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

FILED

JUN 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

FREDRIC J. AMMERMAN
President Judge

3 cent & Att

GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever
Attorney I.D.#56129
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322

OPT-0753
CF: 01/02/2008
SD: 08/01/2008
\$64,671.24

Attorney for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5
6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA, JR.
Mortgagor(s) and
Record Owner(s)

28 Road PO Box 181
Smithmill, PA 16680

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 08-01-CD

FILED

JUL 22 2008

7/11:50/w
William A. Shaw
Prothonotary/Clerk of Courts
No 1/c

CERTIFICATE OF SERVICE
PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)

Michael T. McKeever, Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- ☐ Personal Service by the Sheriff's Office/competent adult (copy of return attached).
- ☐ Certified mail by Michael T. McKeever (original green Postal return receipt attached).
- ☐ Certified mail by Sheriff's Office.
- ☐ Ordinary mail by Michael T. McKeever, Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
- ☐ Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
- ☐ Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.

- ☒ Premises was posted by ~~Sheriff's Office~~/competent adult (copy of return attached).
- ☐ Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
- ☒ Certified Mail & ordinary mail by Michael T. McKeever (original receipt(s) for Certified Mail attached).

☒ Published in accordance with court order ~~(copy of publication attached)~~ **Clearfield County Legal 7-4-08**
Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been **The Progress News 6-30-08**
made by ordinary mail by Michael T. McKeever, Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

Michael T. McKeever
BY: Michael T. McKeever, Esquire
Attorney for Plaintiff

Name and Address of Sender
**GOLDBECK
SUITE 5000
701 MARKET STREET
PHILADELPHIA, PA
19106-1532**

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Registered
☐ Delivery Confirmation
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Insured

Article Number

Address (Name, Street, City, State, & ZIP Code)

Postage

Affix Stamp Here
(If issued as a
certificate of mailing
or for additional or
of this bill)
Postmark and
Date of Receipt

Fee

Ha

Cr

1.

DOMESTIC RELATIONS OF CLEARFIELD
COUNTY
230 E. Market Street
Clearfield, PA 16830

2.

PA DEPARTMENT OF PUBLIC WELFARE -
Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
Harrisburg, PA 17105-2675

3.

PENNSYLVANIA HOUSING FINANCE
AGENCY
211 North Front Street
PG-BOX 15057
Harrisburg, PA 17101

4.

TENANTS/OCCUPANTS
28 Road Po Box 181
Smithmill, PA 16680

6.

7.

8.

Total Number of Pieces
Listed by Sender

Postmaster, Per (Name of receiving employee)

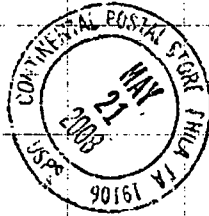
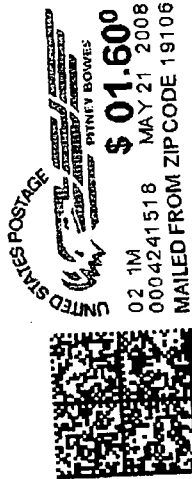
See Privacy Act Statement on Reverse

PS Form 3877, February 2002 (Page 1 of 2)

OPT-0753 Clearfield County Sale Date:

FRANK NIDA, JR.

Complete by Typewriter, Ink, or Ball Point Pen



Name and Address of Sender
**GOLDBECK
SUITE 5000
701 MARKET STREET
PHILADELPHIA, PA
19106-1532**

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured

- ☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
(If issued as a
certificate of mailing,
or for additional copies
of this bill)
Postmark and
Date of Receipt

Article Number

Postage

Addressee (Name, Street, City, State, & ZIP Code)

Fee

RD RR
Fee Fee

1.

2.

**NIDA, JR. FRANK
2717 Fairway Drive Apt B**

3.

Alcona, PA 16602

4.

**NIDA, JR. FRANK
28 Road PO Box 181**

5.

Smithmill, PA 16830

6.

7.

8.

Total Number of Pieces
Listed by Sender

Total Number of Pieces
Received at Post Office

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

OPT-0753 Clearfield County Sale Date: 07/11/2008

FRANK NIDA, JR.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5,
Plaintiff

vs.

FRANK NIDA, JR.,
Defendant

*
*
*
*
*
*

NO. 08-01-CD

ORDER

NOW, this 19th day of June, 2008, the Plaintiff is granted leave to serve the
Notice of Sheriff's Sale upon the Defendant **FRANK NIDA, JR.** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 28 Road, PO Box 181, Smithmill, PA 16680 and
2717 Fairway Drive, Apt. B, Altoona, PA 16602;
3. By certified mail, return receipt requested, to 28 Road, PO Box 181,
Smithmill, PA 16680 and 2717 Fairway Drive, Apt. B, Altoona, PA
16602; and
4. By posting the mortgaged premises known in this herein action as 28
Road, PO Box 181, Smithmill, PA 16680.

Service of the aforementioned publication and mailings is effective upon the
date of publication and mailing and is to be done by Plaintiff's attorney, who will file
Affidavits of Service with the Prothonotary of Clearfield County.

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

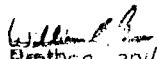
BY THE COURT,

/S/ Fredric J Ammerman

JUN 23 2008

FREDRIC J. AMMERMAN
President Judge

Attest,


Prothonotary/
Clerk of Courts

Form 3877
Domestic USPS Firm Mailing Book

Name and Address of Sender:
JOSEPH A GOLDBECK JR
MELLON INDEPENDENCE CENT
701 MARKET ST STE 5000
PHILADELPHIA, PA 19106

Permit Number

Sequence Number
348A

Ascent - MAC v7.20.7.20.I

Piece ID	Article #	Delivery Address Addressee Name	SS Type	Fee	Postage	Value Insur./Register	Sender Due	Charges Total
CWD6677AY7-30	71114342363000354395	YOCHUM, AMY E. 1847 Gravel Pike Perkiomenville, PA 18074-9331	C RRE	2.65 0.85	0.41			3.91
CWD6677RY7-30	71114342363000354401	YOCHUM, ROBERT W. 1847 Gravel Pike Perkiomenville, PA 18074-9331	C RRE	2.65 0.85	0.41			3.91
OPT0753FN7-11	71114342363000354418	NIDA, JR. FRANK 2717 Fairway Drive, Apt B Altoona, PA 16602	C RRE	2.65 0.85	0.41			3.91
OPT0753FN7-11	71114342363000354425	NIDA, JR. FRANK 28 Road PO Box 181 Smithmill, PA 16680	C RRE	2.65 0.85	0.41			3.91
53960CN8-5	71114342363000354432	NYECHE, CHIMA 6329 Paschall Avenue Philadelphia, PA 19142	C RRE	2.65 0.85	0.41			3.91

Page Totals:	5	17.50	2.05	19.55
Cumulative Totals:	5	17.50	2.05	19.55

USPS CERTIFICATION

Total Number of Pieces Received: _____

Round Stamp: _____

Signature of Receiving Employee
Form 3877 (Facsimile) Date of Manifest: 06/27/2008
Page 1



AFFIDAVIT OF SERVICE

U.S. BANK NATIONAL ASSOCIATION

Plaintiff (Petitioner)

vs.

FRANK NIDA, JR.

Defendant (Respondent)

CASE and/or DOCKET: 08-01-CD

I, Robert Wagner declare that I am a Pennsylvania State Constable and/or Process Server, in and for the County of Berks, that I am not a party to this action, not an employee of a party to this action, or an attorney to the action, and that within the boundaries of the state where service was effected. I was authorized by law to perform the said service.

SERVICE UPON: FRANK NIDA, JR.

ADDRESS: 28 ROAD, P.O. BOX 181, SMITHMILL PA 16680

On: 7/2/08 At: 10:21pm

Description: Approximate Age ___ Height ___ Weight ___ Race ___ Sex ___ Hair ___

With Documents: NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

Manner of Service

By handing to:

- ☐ DEFENDANT(S) PERSONALLY SERVED
☐ ADULT WITH WHOM THE SAID DEFENDANT(S) RESIDE.
☐ NAME: _____ RELATIONSHIP: _____
☐ ADULT IN CHARGE OF DEFENDANTS RESIDENCE.
☐ NAME: _____ RELATIONSHIP: _____
☒ POSTED PROPERTY
☐ AGENT OR PERSON IN CHARGE OF PLACE OF BUSINESS.
☐ NAME: _____ TITLE: _____
☐ MILITARY STATUS: NO / YES BRANCH: _____

COMMENTS:

DEFENDANT WAS NOT SERVED BECAUSE:

___ MOVED ___ UNKNOWN ___ NO ANSWER ___ VACANT ___ OTHER: _____

SERVICE WAS ATTEMPTED ON THE FOLLOWING DATES/TIMES:

1.) _____ 2.) _____ 3.) _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 3 DAY OF
July, 2008

NOTARY

Robert Wagner
CONSTABLE/PROCESS SERVER

OPT-0753

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

ERIC M. AFFLERBACH, Notary Public

Washington Twp., Berks County

My Commission Expires November 18, 2009

GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever
Attorney I.D.#56129
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-825-6320
Attorney for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5
6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

vs.

FRANK NIDA, JR.
Mortgagor(s) and Record Owner(s)

28 Road PO Box 181
Smithmill, PA 16680

Defendant(s)

IN THE COURT OF COMMON PLEAS
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 08-01-CD

AFFIDAVIT PURSUANT TO RULE 3129

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-5, Plaintiff in the above action, by its attorney, Michael T. McKeever, Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

28 Road PO Box 181
Smithmill, PA 16680

1. Name and address of Owner(s) or Reputed Owner(s):

FRANK NIDA, JR.
28 Road PO Box 181
Smithmill, PA 16680

2. Name and address of Defendant(s) in the judgment:

FRANK NIDA, JR.
28 Road PO Box 181
Smithmill, PA 16680

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY
230 E. Market Street
Clearfield, PA 16830

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

PENNSYLVANIA HOUSING FINANCE AGENCY
211 North Front Street
PO BOX 15057
Harrisburg, PA 17101

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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


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.

TENANTS/OCCUPANTS
28 Road Po Box 181
Smithmill, PA 16680

(attach separate sheet if more space is needed)

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.

DATED: July 16, 2008


GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever, Esq.
Attorney for Plaintiff

FILED

JUL 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

DA MACE 11

From UPS

RECEIVED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20774
NO: 08-01-CD

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT
LOAN TRUST 2005-5

vs.

DEFENDANT: FRANK NIDA, JR.

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 5/13/2008

LEVY TAKEN 5/30/2008 @ 11:30 AM

POSTED 5/30/2008 @ 11:30 AM

SALE HELD 8/1/2008

SOLD TO U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5

SOLD FOR AMOUNT \$12,000.00 PLUS COSTS

WRIT RETURNED 8/26/2008

DATE DEED FILED 8/26/2008

PROPERTY ADDRESS 28 ROAD, P. O. BOX 181 A/K/A 101 HARLEY DRIVE (GINTER) 16651 SMITHMILL , PA 16680

SERVICES

6/19/2008 @ SERVED FRANK NIDA, JR.

SERVED FRANK NIDA, JR., DEFEDANT, BY REG & CERT MAIL TO 2717 FAIRWAY DRIVE, APT. B, ALTOONA, PENNSYLVANIA, SIGNED
FOR BY FRANK NIDA, JR. CERT #70060810000145074098. ATTORNEY'S OFFICE TO GET PERSONAL SERVICE.

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

@ SERVED

NOW, JULY 8, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF'S SALE SCHEDULED
FOR JULY 11, 2008 TO AUGUST 1, 2008.

FILED
013:09601
W. Hart A. Shaw
Deputy/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20774

NO: 08-01-CD

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT
LOAN TRUST 2005-5

vs.

DEFENDANT: FRANK NIDA, JR.

Execution REAL ESTATE

SHERIFF RETURN


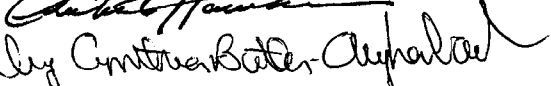
SHERIFF HAWKINS \$508.52

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

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

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5
6501 Irvine Center Drive
Irvine, CA 92618

vs.

FRANK NIDA, JR.
28 Road PO Box 181
Smithmill, PA 16680

In the Court of Common Pleas of
Clearfield County

No. 08-01-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

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:

PREMISES: 28 Road PO Box 181 Smithmill, PA 16680

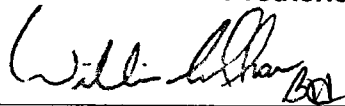
See Exhibit "A" attached

AMOUNT DUE \$64,671.24

Interest From **05/13/2008**
Through Date of Sale

(Costs to be added)

Prothonotary costs 142.00

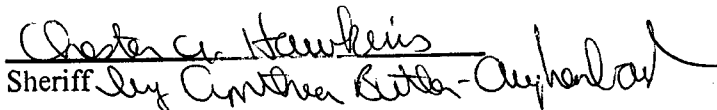


Dated: 5/13/08

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy _____

Received this writ this 13th day
of May A.D. 2008
At 3:30 A.M. (P.M.)


Sheriff Jeff Anthony Bitter-Ayhan

Term
No. 08-01-CD

IN THE COURT OF COMMON PLEAS

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-
5.

vs.

FRANK NIDA, JR.
Mortgagor(s)
28 Road PO Box 181 Smithmill, PA 16680

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$64,671.24
INTEREST from	\$
COSTS PAID:	\$
PROTHY	\$
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$
Office of Judicial Support	\$
Judg. Fee	\$
Cr.	\$
Sat.	\$

Michael T. McKeever
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
(215) 627-1322

All those certain piece or parcels of land situate in Gulich Township, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

The first thereof beginning at a post on "D" Street, and thence along other lands of John Cyletickh, north 40 degrees west, three hundred seventy eight feet to post on "G" Alley; thence along said "G" Alley, South 50 degrees west, two hundred thirty one feet to post on other lands of John Cyletickh; thence along same South 40 degrees east, three hundred Seventy eight feet to post on "B" Street aforesaid and thence along "B" Street, north 50 degrees east, two hundred thirty one feet to post and place of beginning.

The second thereof; beginning at a post on Street leading from Emeka No. 28 Colliery to Fernwood; thence along said Street, North 40 degrees West, three hundred seventy eight feet to a post on an alley; thence along said alley south 50 degrees west, two hundred twenty nine feet to post, corner of Frances Power (formerly land of John Cytish); thence thereby South 40 degrees east, three hundred seventy eight feet to post on an alley thence thereby north 50 degrees east, two hundredth twenty nine feet to post and place of beginning.

The third thereof: beginning at a post on Street; thence forty South 40 degrees east, three hundred seventy five feet to post corner an Alley: thence thereby South 50 degrees West, for bounded sixty five feet to post on Alley aforesaid corner of other lands of Joseph Knapper; thence there by north 40 degrees west, three hundred seventy five feet to post corner of Alley; thence thereby north 50 degrees east, four hundred sixty five feet to post and place of beginning.

The Fourth thereof: All courses according to Magnetic Meridian of 1891. Beginning at a stake in the easterly line of the Christian Stake Warrant bearing South 40 degrees 18 minutes East, 1885.5 feet from a out stone at the northeasterly corner thereof; thence along said easterly line south 40 degrees 18 minutes East, 374 feet to a stake; thence by other lands now or formerly of the Kittanning Coal Company, South 49 degrees 42 minutes west, 644.6 feet to a stake; thence still by same, parallel to said eighty feet distant from the center plan of the Little Muddy Run Branch of the Pennsylvania Railroad, by a curve to the right in a northeasterly direction, 37.5 feet, more or less, to a stake and thence still by other land now or formerly of the Kittanning Coal Company, north 49 degrees 42 minuets East, 656.7 feet to a stake and the place of beginning.

The fifth thereof: beginning at a stake in the easterly line of Christian Stake Warrant, bearing South 40 degrees 18 minutes East, Eighteen hundred eighty five and five tenths feet from a set stone at the northeast corner thereof; thence along said Easterly line South 40 degrees 18 minutes east, three hundred seventy four feet to a stake; thence north 49 degrees 42 minutes east, forty nine feet to a stake at the southwest corner of land conveyed to John Nide by Craig Bros. And Knapper by deed dated ;thence north 40 degrees 25 minutes West three hundred seventy three feet to stake at northwest corner of said conveyance to John Nide; thence South 49 degrees 42 minute West forty one feet to a stake in said Easterly line of Christina Stake to the place of beginning.

TAX PARCEL #: 118-L16-000-00143

PROPERTY ADDRESS: 28 ROAD P.O. BOX 181, SMITHMILL, PA 16680

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME FRANK NIDA, JR.

NO. 08-01-CD

NOW, August 26, 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 August 01, 2008, I exposed the within described real estate of Frank Nida, Jr. to public venue or outcry at which time and place I sold the same to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST 2005-5 he/she being the highest bidder, for the sum of \$12,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	28.28
LEVY	15.00
MILEAGE	28.28
POSTING	15.00
CSDS	10.00
COMMISSION	240.00
POSTAGE	11.96
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	12,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$508.52

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	64,671.24
INTEREST @ %	0.00
FROM TO 08/01/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$64,691.24

COSTS:

ADVERTISING	663.46
TAXES - COLLECTOR	197.52
TAXES - TAX CLAIM	1,015.10
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	508.52
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	782.98
TOTAL COSTS	\$3,647.08

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 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:

FRANK NIDA, JR.
2717 FAIRWAY DRIVE, APT. B
ALTOONA, PA 16602

2. Article Number

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

x Frank Nida

☐ Agent

☒ Addressee

B. Received by (Printed Name)

Frank Nida Jr

C. Date of Delivery

6.19.08

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☒ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7006 0810 0001 4507 4098

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

ALTOONA PA 16602

OFFICIAL USE

Postage	\$	\$0.57	0830
Certified Fee		\$2.70	07
Return Receipt Fee (Endorsement Required)		\$2.20	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$5.47	06/03/2008

Postmark
Here

Sent To

Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

FRANK NIDA, JR.
2717 FAIRWAY DRIVE, APT. B
ALTOONA, PA 16602

PS Form 3800, June 2002

See Reverse for Instructions

**GOLDBECK McCAFFERTY & McKEEVER
A PROFESSIONAL CORPORATION
SUITE 5000 - MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
(215) 627-1322
FAX (215) 627-7734**

July 8, 2008

Clearfield

Chester A Hawkins
SHERIFF OF CLEARFIELD COUNTY
230 East Market Street
Clearfield, PA 16830
FAX 814-765-5915

RE: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET
INVESTMENT LOAN TRUST 2005-5

vs.

FRANK NIDA, JR.
Term No. 08-01-CD

Property address:

*28 Road PO Box 181
Smithmill, PA 16680*

Sheriff's Sale Date: July 11, 2008

Dear Sir/Madam:

Kindly postpone the above-captioned Sheriff's Sale scheduled for July 11, 2008 to August 01, 2008.

Thank you for your cooperation.

Very truly yours,



Michael T. McKeever

MTM/AmyG

cc: Donna Kalb
OPTION ONE MORTGAGE CORPORATION
Acct. #0015015928