

08-154-CD
Deutsche Bank vs Arnold Pelka al

UDREN LAW OFFICES, P.C.
MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Deutsche Bank National Trust
Company, as Trustee for the
Certificateholders of Soundview
Home Loan Trust 2006-OPT5, Asset-
Backed Certificates, Series 2006-
OPT5
6501 Irvine Center Drive
Irvine, CA 92618

Plaintiff

v.

Arnold Pelka
Pauline Pelka
344 Sawmill Road
Winburne, PA 16879

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

NO. 08-154-CD

pd \$95.00
ATT
m/11/45 cm ACC Shft
JAN 30 2008
W.A. Shaw
Prothonotary/Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: Option One Mortgage Corporation

Assignments of Record to: Deutsche Bank National Trust Company, as Trustee for the Certificateholders of Soundview Home Loan Trust 2006-OPT5, Asset-Backed Certificates, Series 2006-OPT5

Recording Date: **LODGED FOR RECORDING**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 344 Sawmill Road

MUNICIPALITY/TOWNSHIP/BOROUGH: Cooper Township

COUNTY: Clearfield

DATE EXECUTED: 5/16/06

DATE RECORDED: 5/23/06 Instrument # 200608007

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

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

5. After demand, the Defendant(s) continues to fail or

said Mortgage itemized below, shall be immediately due.

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

- (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 1/15/08:

Principal of debt due	\$269,214.63
Unpaid Interest at 9.875% *	
from 10/1/07 to 1/15/08	
(the per diem interest accruing on this debt is \$72.84 and that sum should be added each day after 1/15/08)	7,738.76
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$239.89 and that sum should be added on the first of each month after 1/15/08)	2,398.85
Late Charges (monthly late charge of \$142.62 should be added in accordance with the terms of the note each month after 1/15/08)	2,133.32
Suspense Balance	(95.21)
NSF Charges	60.00
Interest on Advance	364.91
Attorneys Fees (anticipated and actual to 5% of principal)	<u>13,460.73</u>
TOTAL	\$295,880.99

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

7. The attorney's fee set forth above are in conformity with

fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$124,830.43 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

All that certain parcel of land and improvements thereon situate in Cooper Township, Clearfield County, Pennsylvania and designated as Parcel No. 110-S09-242 and more fully described in a Deed dated 05/05/2000 and recorded in Clearfield County Deed/Record Book Volumes 2000 , page 06752.

EXCEPTING AND RESERVING all that certain parcel of land situate in Cooper Township and designated as Parcel Number Two conveyed to Jeffrey Banghart, et al on a deed dated June 22, 2000 and recorded as Instrument Number 2000D8819.

ALSO EXCEPTING AND RESERVING all those 4 tracks of land that comprise Parcel Number three in a Deed dated May 5, 2000 and recorded as Clearfield County Instrument Number 200006752.

Option One Mortgage Corporation
PO Box 9025
Temecula, CA 92589-9025



7113 8257 1472 5425 7683

Send Payments To

Option One Mortgage Corporation
Attn: Payment Processing
P.O. Box 44042
Jacksonville, FL 32231

Send Correspondence To

Option One Mortgage Corporation
Attn: DA CSRESLUT
6501 Irvine Center Drive
Irvine, CA 92618

Arnold Pelka
344 SAWMILL RD
WINBURN, PA 16879-9706

EXHIBIT A



ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

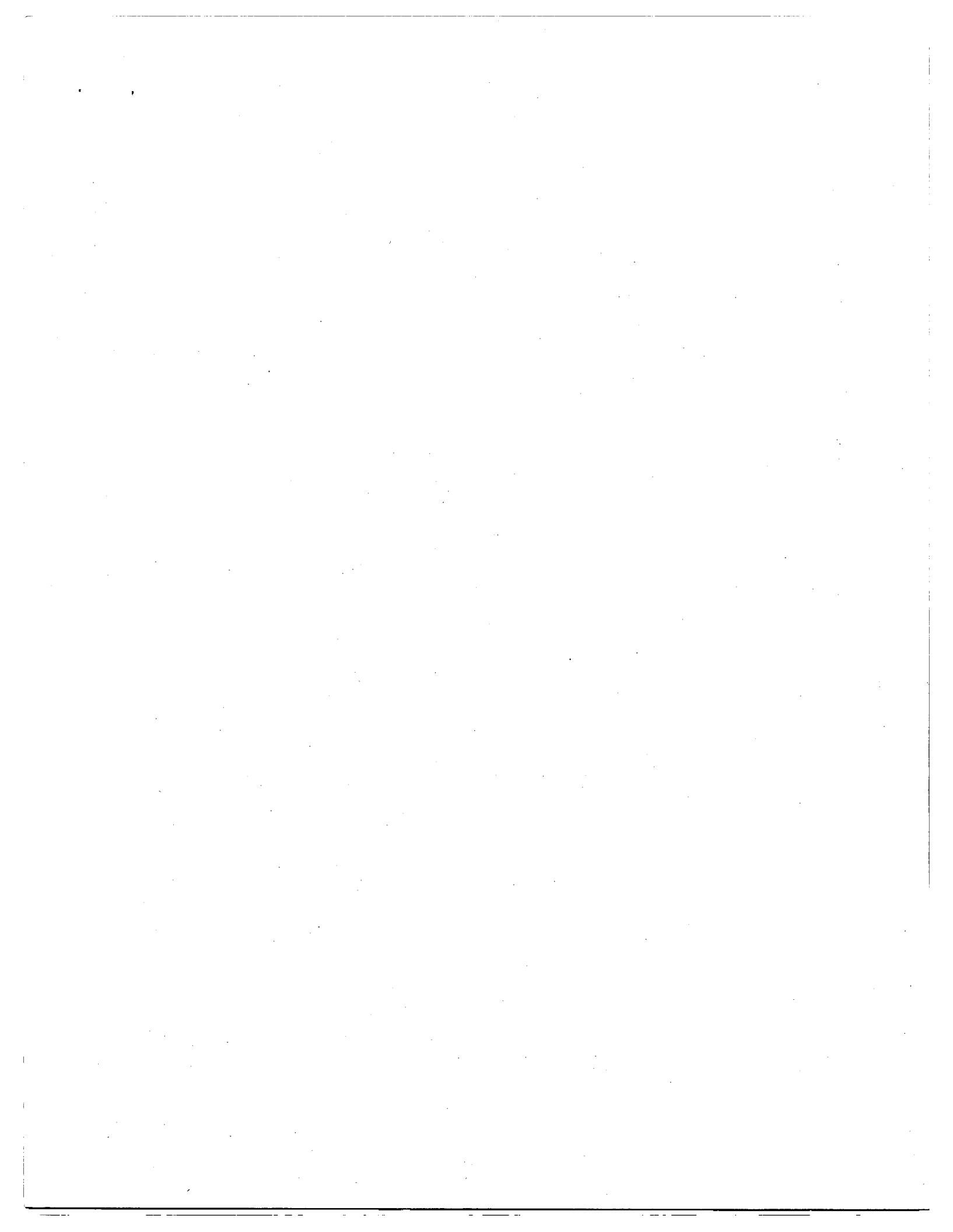
To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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 (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 an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUSTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.





December 04, 2007

Arnold Pelka
344 Sawmill Rd
Winburne PA 16879

Homeowners Name: Arnold Pelka
Pauline Pelka
Property Address: 344 Sawmill Rd, Winburne PA 16879
Loan Account No.: 0021572318
Original Lender: OPTION ONE MORTGAGE CORPORATION
Current Lender/Servicer: Option One Mortgage Corporation

HOMEOWNER'S
EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

OP793 (Page 1 of 9)



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, or you may find them by visiting the website at http://www.phfa.org/applications/counseling_agencies.aspx. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions to schedule one face-to-face meeting.

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

(Page 2 of 9)

OP793 016 R31

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

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

(Page 3 of 9)

OP794 013 R31



Re: Loan No. 0021572318

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:
344 Sawmill Rd, Winburne PA 16879

IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments: 3 MONTHS @ \$ 968.67
MONTHS @ \$.00

(b) Previous late charges;	\$ 2906.01
(c) Other charges; Escrow, Inspection, NSF checks	\$ 464.96
(d) Other provisions of the mortgage obligation, if any	\$ 58.81
(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED AS OF THIS DATE	\$ 0.00
	\$ 3429.78

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

HOW TO CURE THE DEFAULT - You may cure the default within thirty (30) days of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$3429.78, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Overnight Mail Address
4600 Touchton Rd E
Bldg 200 Ste 102
Jacksonville, FL 32246
Mailstop: J1 CASH

Western Union Quick Collect
Pay to: Option One Mortgage Corporation
Code City: OptionJax, FL

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

(Page 5 of 9)

OP795 022 R31



Re: Loan No. 0021572318

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.

OP796 (Page 6 of 9)

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 (6) SIX Months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

(Page 7 of 9)

OP796 014 R31



Re: Loan No. 0021572318

HOW TO CONTACT THE LENDER:

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

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

ASSUMPTION OF MORTGAGE - You may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT TO:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

(Page 9 of 9)

OP797 035 R31



Option One Mortgage Corporation
PO Box 9025
Temecula, CA 92589-9025



Send Payments To

Option One Mortgage Corporation
Attn: Payment Processing
P.O. Box 44042
Jacksonville, FL 32231

Send Correspondence To

Option One Mortgage Corporation
Attn: DA.CSPRSOLUT
6501 Irvine Center Drive
Irvine, CA 92618

Pauline Pelka
344 SAWMILL RD
WINBURN, PA 16879-9706



ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

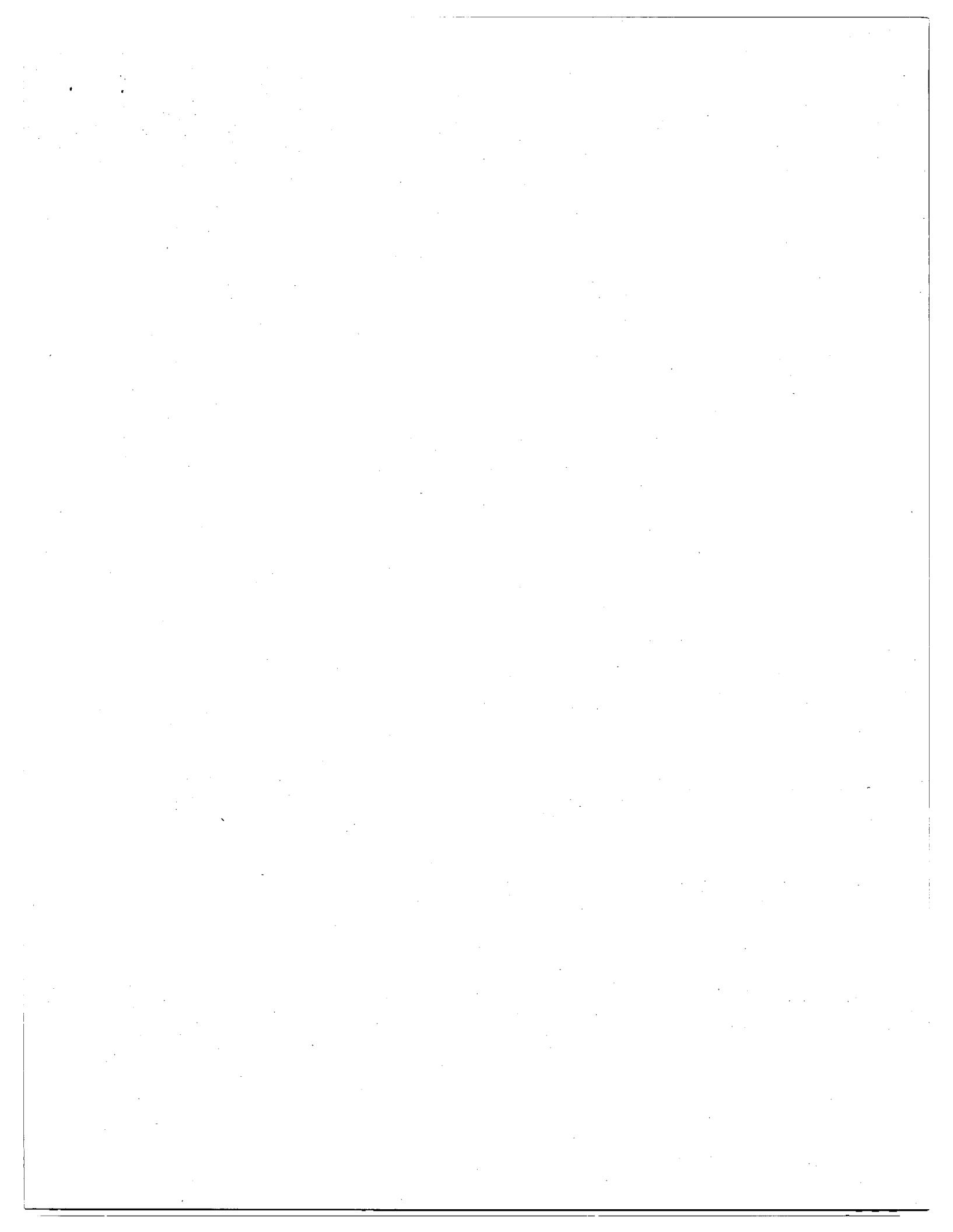
To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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 (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 an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUSTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTeca.





December 04, 2007

Pauline Pelka
344 Sawmill Rd
Winburne, PA 16879-9706

Homeowners Name: Arnold Pelka
Pauline Pelka
Property Address: 344 Sawmill Rd, Winburne PA 16879
Loan Account No.: 0021572318
Original Lender: OPTION ONE MORTGAGE CORPORATION
Current Lender/Servicer: Option One Mortgage Corporation

HOMEOWNER'S
EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

OP820 (Page 1 of 9)



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, or you may find them by visiting the website at http://www.phfa.org/applications/counseling_agencies.aspx. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions to schedule one face-to-face meeting.

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

(Page 2 of 9)

OP820 014 R30

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

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

(Page 3 of 9)

OP821 011 R30



Re: Loan No. 0021572318

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:

344 Sawmill Rd, Winburne PA 16879

IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments: 3 MONTHS @ \$ 968.67
MONTHS @ \$.00

(b) Previous late charges;	\$ 2906.01
(c) Other charges; Escrow, Inspection, NSF checks	\$ 464.96
(d) Other provisions of the mortgage obligation, if any	\$ 58.81
(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED AS OF THIS DATE	\$ 0.00
	\$ 3429.78

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

HOW TO CURE THE DEFAULT - You may cure the default within thirty (30) days of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$3429.78, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Overnight Mail Address
4600 Touchton Rd E
Bldg 200 Ste 102
Jacksonville, FL 32246
Mailstop: J1 CASH

Western Union Quick Collect
Pay to: Option One Mortgage Corporation
Code City: OptionJax, FL

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

(Page 5 of 9)

OP822 019 R30



Re: Loan No. 0021572318

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.

OP823 (Page 6 of 9)

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 (6) SIX Months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

(Page 7 of 9)

OP823 013 R30



Re: Loan No. 0021572318

HOW TO CONTACT THE LENDER:

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

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

ASSUMPTION OF MORTGAGE - You may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT TO:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

(Page 9 of 9)

OP824 031 R30



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

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

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.
MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
LOUIS A. SIMONI, ESQUIRE - ID #200869
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400 pleadings@udren.com

ATTORNEY FOR PLAINTIFF

FILED

MAR 03 2008

W/ 2-30-08
William A. Shaw
Prothonotary/Clerk of Courts

1 Cents to Attn

Deutsche Bank National Trust
Company, as Trustee for the
Certificateholders of
Soundview Home Loan Trust
2006-OPT5, Asset-Backed
Certificates, Series 2006-OPT5
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Arnold Pelka
Pauline Pelka
Defendant

NO. 08-154-CD

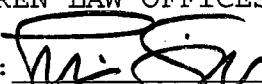
PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

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

DATED: February 27, 2008

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE
LOUIS A. SIMONI, ESQUIRE

08010436

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103695
NO: 08-154-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY, As Trustee
vs.
DEFENDANT: ARNOLD PELKA and PAULINE PELKA

SHERIFF RETURN

NOW, February 11, 2008 AT 3:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ARNOLD PELKA DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ARNOLD PELKA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

344 SAWMILL ROAD, WINBURN, PA. "OCCUPIED"

SERVED BY: HAWKINS /

FILED
02:54 PM
MAY 21 2008
WAS
William A. Shan
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103695
NO: 08-154-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY, As Trustee
VS.
DEFENDANT: ARNOLD PELKA and PAULINE PELKA

SHERIFF RETURN

NOW, February 11, 2008 AT 3:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ARNOLD PELKA DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ARNOLD PELKA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

344 SAWMILL ROAD, WINBURN, PA. "OCCUPIED"

SERVED BY: HAWKINS /

FILED
02/21/08
MAY 21 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103695
NO: 08-154-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY, As Trustee
VS.
DEFENDANT: ARNOLD PELKA and PAULINE PELKA

SHERIFF RETURN

NOW, February 11, 2008 AT 3:17 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PAULINE PELKA DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ARNOLD PELKA SR., HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

344 SAWMILL ROAD, WINBURN, PA. "OCCUPIED"

SERVED BY: HAWKINS /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103695
NO: 08-154-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY, As Trustee
vs.
DEFENDANT: ARNOLD PELKA and PAULINE PELKA

SHERIFF RETURN

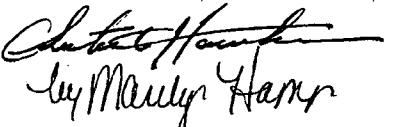
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	106099	20.00
SHERIFF HAWKINS	UDREN	106099	45.20

Sworn to Before Me This

So Answers,

____ Day of _____ 2008


Chester A. Hawkins
Sheriff