

08-1398-CD *Green*
Wells Fargo vs William Green et al

FILED

JUL 30 2008

William A. Shaw
Prothonotary/Clerk of Courts

Attorneys for Plaintiff

McCABE, WEISBERG AND CONWAY, P.C.

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

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

Wells Fargo Bank, N.A. in trust for the
benefit of the Certificateholders of Asset
Backed Securities Corporation Home Equity
Loan Trust, Series OOMC 2005-HE6
2020 East First Street, Suite 100
Santa Ana,, California 92705

v.

William Green
151 Graham Road
Woodland, Pennsylvania 16881
and
Paularae Gallaher
151 Graham Road
Woodland, Pennsylvania 16881

Clearfield County
Court of Common Pleas

Number

2008-1398-CD

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

AVISO

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

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

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

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CIVIL ACTION/MORTGAGE FORECLOSURE

1. Plaintiff is Wells Fargo Bank, N.A. in trust for the benefit of the Certificateholders of Asset Backed Securities Corporation Home Equity Loan Trust, Series OOMC 2005-HE6 , a corporation duly organized and doing business at the above captioned address.

2. The Defendant is William Green, who is the mortgagor and real owner of the mortgaged property hereinafter described, and her last-known address is 151 Graham Road, Woodland, Pennsylvania 16881.

3. The Defendant is Paularae Gallaher, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is 151 Graham Road, Woodland, Pennsylvania 16881.

4. On May 2, 2005, mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to Option One Mortgage Corporation which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book Instrument #200506776.

5. The aforesaid mortgage was thereafter assigned by Option One Mortgage Corporation to Wells Fargo Bank, N.A. in trust for the benefit of the Certificateholders of Asset Backed Securities Corporation Home Equity Loan Trust, Series OOMC 2005-HE6, Plaintiff herein by Assignment of Mortgage which will be duly recorded in the Office of the Recorder of Clearfield County .

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as 151 Graham Road, Woodland, Pennsylvania 16881.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due April 1, 2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

8. The following amounts are due on the mortgage:

Principal Balance	\$	117,106.36
Interest through July 8, 2008 (Plus \$29.68 per diem thereafter)	\$	4,140.95
Attorney's Fee	\$	1,250.00
Late Charges	\$	255.92
Corporate Advance	\$	15.00
<hr/>		
GRAND TOTAL	\$	122,768.23

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

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$122,768.23, together with interest at the rate of \$29.68 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

McCABE, WEISBERG AND CONWAY, P.C.

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

VERIFICATION

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

McCABE, WEISBERG AND CONWAY, P.C.

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

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

EXECUTIVE CLOSING CO LLC

Instrument Number - 200506776

Recorded On 5/9/2005 At 11:31:19 AM

*** Instrument Type - MORTGAGE**

*** Total Pages - 15**

Invoice Number - 129035

*** Mortgagor - GREEN, WILLIAM R**

*** Mortgagee - OPTION ONE MORTGAGE CORPORATION**

*** Customer - EXECUTIVE CLOSING CO LLC**

*** FEES**

STATE WRIT TAX \$0.50

JCS/ACCESS TO JUSTICE \$10.00

RECORDING FEES - \$33.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL \$48.50

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

Exhibit A



Karen L. Starck

**Karen L. Starck
Recorder of Deeds**

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

PROPERTY ADDRESS:

151 GRAHAM RD,
WOODLAND, PA 16881-9021

Loan Number: 061058389
Servicing Number: 001657843-7
Parcel Number: 106 0 007 000
00105

WHEN RECORDED MAIL TO:
Executive Closing Company, LLC
37 Bellefonte Avenue
Suite 230
Lock Haven, PA 17745

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 02, 2005 . The mortgagor is
WILLIAM R GREEN A MARRIED MAN

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

Option One Mortgage Corporation, a California Corporation

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

3 Ada, Irvine, CA 92618

("Lender").

Borrower owes Lender the principal sum of

ONE HUNDRED TWENTY THOUSAND

... AND NO/100THs Dollars (U.S. \$120,000.00).

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

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and
all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced
under paragraph 7 to protect the security of this Security Instrument; and (e) the performance of Borrower's
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby
mortgage, grant and convey to Lender the following described property located in

Clearfield County, Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

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ALL that certain piece or parcel of land, including improvements in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike in the center of Township Road #619, said point is the northeast corner of the property of which this is a part of, said point is also the southeast corner now or formerly of Roger D. Billotte; thence along the centerline of said road South three degrees eighteen minutes West two hundred ten and eighteen hundredths (210.18) feet to a railroad spike and the northeast corner now or formerly of Ray A. and Lelia J. Maines; thence along lands of Ray A. and Lelia J. Maines South eighty six degrees thirty minutes West and passing through an iron pin eighteen (18') feet from the beginning of this course two hundred nine (209.0) feet to an iron pipe; thence along land now or formerly of Harold R. Green North three degrees eighteen minutes East two hundred ten and eighteen hundredths (210.18) feet to an iron pipe on line now or formerly of Roger D. Billotte; thence along lands of Roger D. Billotte and passing through an iron pin 18 feet from the end of this course, North eighty six degrees thirty minutes East two hundred nine (209.0) feet to a railroad spike and place of beginning. Containing one (1) acre.

BEING the same premises granted and conveyed unto William R. Green, an adult individual, by Deed of William R. Green and Betty Jo Green, a/k/a Betty J. Green, husband and wife, dated March 4, 1999 and recorded March 9, 1999 in Clearfield County Instrument #1999-03482.

EXHIBIT A *WRG.*

Loan Number: 061058389

Servicing Number: 001657843-7

Date: 05/02/05

which has the address of 151 GRAHAM RD, WOODLAND

[Street, City]

Pennsylvania 16881-9021 ("Property Address");
[Zip Code]

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

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

COVENANTS. Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Check applicable box(es)]

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> No Prepayment Penalty Option Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Occupancy Rider |
| <input type="checkbox"/> Other(s) (specify) | | <input type="checkbox"/> |

Loan Number: 061058389

Servicing Number: 001657843-7

Date: 05/02/05

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

Witnesses:

Arthur L MacKenzie (Seal)
-Borrower

-Borrower

William R Green (Seal) Paularae Gallaher (Seal)
WILLIAM R GREEN -Borrower PAULARAE GALLAHER -Borrower

-Borrower

Certificate of Residence

I, Arthur L MacKenzie, do hereby certify that the correct address of the within-named Mortgagee is

3 Ada, Irvine, CA 92618

Witness my hand this _____ day of _____

Arthur L MacKenzie
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 2nd day of May, 2005, before me, the undersigned officer, personally appeared

William R Green and Paularae Gallaher

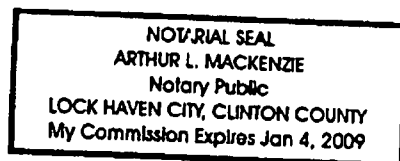
known to me (or satisfactorily proven) to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission Expires:

Arthur L MacKenzie

Notary Public
Title of Office



Loan Number: 061058389

Servicing Number: 001657843-7

Date: 05/02/05

ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made May 02, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

Option One Mortgage Corporation, a California Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

151 GRAHAM RD, WOODLAND, PA 16881-9021

[Property Address]

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

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

The Note provides for an initial interest rate of 7.950%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

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

(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 35/100 percentage point(s) (5.350%) to the Current Index. The Note Holder will then round the result of this addition to the next higher one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will

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Loan Number: 061058389 Servicing Number: 001657843-7 Date: 05/02/05

be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.950% or less than 7.950%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding six months. In no event will my interest rate be greater than 13.950% or less than 7.950%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

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

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

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

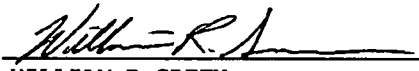
WRG

Loan Number: 061058389

Servicing Number: 001657843-7

Date: 05/02/05

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



WILLIAM R GREEN (Seal)



PAULARAE GALLAHER (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1398-CD

WELLS FARGO BANK, N.A.

vs

SERVICE # 1 OF 3

WILLIAM GREEN and PAULARAE GALLAHER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 08/29/2008

HEARING:

PAGE: 104476

DEFENDANT:

WILLIAM GREEN

ADDRESS:

151 GRAHAM ROAD
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

8-5-08 N/H NOTE
8-6-08 N/H

SHERIFF'S RETURN

NOW, 8/8/08 AT 2:40 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM GREEN, DEFENDANT

BY HANDING TO WILLIAM GREEN / DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED CLEARFIELD COUNTY SHERIFF OFFICE

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR WILLIAM GREEN

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO WILLIAM GREEN

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

RE Shaw

Deputy Signature

RE Shaw

Print Deputy Name

FILED

08/31/08
AUG 08 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1398-CD

WELLS FARGO BANK, N.A.

vs

SERVICE # 2 OF 3

WILLIAM GREEN and PAULARAE GALLAHER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 08/29/2008

HEARING:

PAGE: 104476

DEFENDANT: PAULARAE GALLAHER

ADDRESS: 1511 GRAHAM ROAD
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

8-5-08 N/H
8-6-08 N/H

SHERIFF'S RETURN

NOW, 8/8/08 AT 2:40 AM ~~PM~~ SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON PAULARAE GALLAHER, DEFENDANT

BY HANDING TO PAULARAE GALLAHER / DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED CLEARFIELD COUNTY SHERIFFS OFFICE

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR PAULARAE GALLAHER

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO PAULARAE GALLAHER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: RE SHERIFF
Deputy Signature

RE SHERIFF
Print Deputy Name

FILED
013:5361
AUG 08 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1398-CD

WELLS FARGO BANK, N.A.

vs

WILLIAM GREEN and PAULARAE GALLAHER

SERVICE # 3 OF 3

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 08/29/2008

HEARING:

PAGE: 104476

DEFENDANT:

OCCUPANT

ADDRESS:

151 GRAHAM ROAD

WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: OCCUPANT

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

8-5-08 N/H

8-6-08 N/H

SHERIFF'S RETURN

NOW, 8/8/08 AT 2:40 AM/PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT, DEFENDANT

BY HANDING TO WILLIAM GREEN / OCCUPANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED CLEARFIELD COUNTY SHERIFF

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR OCCUPANT

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO OCCUPANT

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

Print Deputy Name

FILED

013:5381
AUG 08 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED

OCT 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

Attorney for Plaintiff

McCABE, WEISBERG, CONWAY, P.C.

BY: Terrence J. McCabe, Esquire

Identification Number 16496

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Wells Fargo Bank, N.A. in trust for the
benefit of the Certificateholders of Asset
Backed Securities Corporation Home Equity
Loan Trust, Series OOMC 2005-HE6
2020 East First Street, Suite 100
Santa Ana,, California 92705

v.

William Green
151 Graham Road
Woodland, Pennsylvania 16881
and
Paularae Gallagher
151 Graham Road
Woodland, Pennsylvania 16881

Clearfield County
Court of Common Pleas

Number 2008-01398-CD

**MOTION PURSUANT TO RULE 405(a) Pa. R. C. P.
FOR AN ORDER DIRECTING SHERIFF'S OFFICE
TO FILE A RETURN OF SERVICE**

Plaintiff, Wells Fargo Bank, N.A. in trust for the benefit of the Certificateholders of Asset Backed Securities Corporation Home Equity Loan Trust, Series OOMC 2005-HE6, by and through its attorneys, hereby moves, pursuant to Rule 405 (a) of the Pennsylvania Rules of Civil Procedure, for an Order directing the Office of the Sheriff of Clearfield County, its officers, deputies and agents, to complete and file with the Prothonotary of Clearfield County a return of service in this matter, and in support thereof avers as follows:

1. On July 30, 2008, plaintiff commenced this action in mortgage foreclosure against the defendants, William Green and Paularae Gallagher, mortgagors and last owners of record of the subject property located at 151 Graham Road, Woodland, PA 16881.

2. Subsequently, on August 8, 2008, personal service of plaintiff's Complaint was made on the defendants, William Green and Paularae Gallagher, at the Clearfield County Sheriff's Office.

3. Notwithstanding such service, the Sheriff's office has failed to file with the Office of the Prothonotary a return of said service.

4. The Office of the Prothonotary has further advised plaintiff's counsel that the Prothonotary will not enter any default judgment in favor of plaintiff in this matter in the absence of such return of service being filed with the Prothonotary by the Sheriff's office.

5. The failure of the Sheriff's office to complete and file a return of service with the Prothonotary's office for such service has precluded plaintiff from proceeding any further in this matter to enforce its rights under the subject mortgage.

6. Accordingly, plaintiff hereby requests the Court to enter an Order directing the Office of the Sheriff, its officers, deputies and agents, to complete and file with the Prothonotary a return of service to enable plaintiff to proceed with further proceedings in this matter.

WHEREFORE, Plaintiff requests this Honorable Court to grant Plaintiff's Motion For An Order Directing Sheriff's Office to File a Return of Service and to enter an Order directing the Office of the Sheriff to file with the Prothonotary forthwith a return of service in accordance with Pa.R.C.P. 405(a).



TERRENCE J. MCCABE, ESQUIRE
Attorneys for Plaintiff

McCABE, WEISBERG, CONWAY, P.C.
BY: Terrence J. McCabe, Esquire
Identification Number 16496
123 South Broad Street, Suite 2080
Philadelphia, Pennsylvania 19109
(215) 790-1010

Attorney for Plaintiff

Wells Fargo Bank, N.A. in trust for the
benefit of the Certificateholders of Asset
Backed Securities Corporation Home Equity
Loan Trust, Series OOMC 2005-HE6
2020 East First Street, Suite 100
Santa Ana,, California 92705

Clearfield County
Court of Common Pleas

Number 2008-01398-CD

v.

William Green
151 Graham Road
Woodland, Pennsylvania 16881
and
Paularae Gallaher
151 Graham Road
Woodland, Pennsylvania 16881

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S
MOTION FOR AN ORDER DIRECTING SHERIFF TO
FILE A RETURN OF SERVICE**

Pursuant to Rule 405 (a) of the Pennsylvania Rules of Civil Procedure,

When service of original process has been made the sheriff ...
shall make a return of service forthwith.

And, as this Rule further provides in paragraph (e):

The return of service or of no service shall be filed with the
prothonotary.

In this instance, the sheriff's office completed service on the defendants, William Green and Paularae Gallagher, personally on August 8, 2008. Notwithstanding that such service has been completed, however, the sheriff's office has failed to file with the Prothonotary the necessary return of service as required by Rule 405 Pa. R. C. P. and as a result plaintiff is unable to proceed with the filing of a judgment by default against the defendants herein.

It is submitted therefore that plaintiff's Motion For An Order Directing Sheriff's Office to File Return of Service in this matter should be granted and the Sheriff's office should be directed to file with the Prothonotary's office forthwith a return of service.

An appropriate form of Order is attached hereto.

A handwritten signature in black ink, appearing to read "T J McCabe", is positioned above a horizontal line.

TERRENCE J. MCCABE, ESQUIRE
Attorneys for Plaintiff

VERIFICATION

The undersigned, TERRENCE J. McCABE, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.



TERRENCE J. McCABE, ESQUIRE

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

Attorney for Plaintiff

Wells Fargo Bank, N.A. in trust for the
benefit of the Certificateholders of Asset
Backed Securities Corporation Home Equity
Loan Trust, Series OOMC 2005-HE6
2020 East First Street, Suite 100
Santa Ana,, California 92705

Clearfield County
Court of Common Pleas

Number 2008-01398-CD

v.

William Green
151 Graham Road
Woodland, Pennsylvania 16881
and
Paularae Gallaher
151 Graham Road
Woodland, Pennsylvania 16881

CERTIFICATION OF SERVICE

I, Terrence J. McCabe, Esquire, attorney for the Plaintiff, hereby certify that I served a true and correct copy of the foregoing motion pursuant to rule 405(a) Pa R.C.P. for an order directing sheriff's office to file a return of service, by United States Mail, first class, postage prepaid, on the 1st day of October 2008, upon the following:

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

Office of Court Administration
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830



TERRENCE J. McCABE, ESQUIRE

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

WELLS FARGO BANK, N.A. in trust for the benefit of the
Certificateholders of Asset Backed Securities Corporation
Home Equity Loan Trust, Series OOMC 2005-HE6,
Plaintiff

vs.

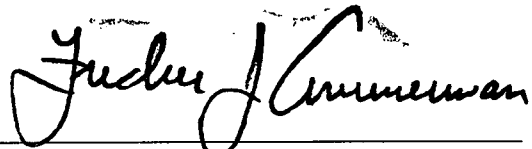
WILLIAM GREEN and PAULARAE GALLAHER,
Defendants

*
*
*
*
* NO. 08-1398-CD
*
*

ORDER

NOW, this 8th day of October, 2008, the Court noting that the Sheriff's Return of Service was filed with the Prothonotary's Office on August 8, 2008 and the difficulties caused relative no Sheriff's Return having yet been mailed to the Plaintiff, it is the ORDER of this Court that the Sheriff cause a copy of the Return of Service to be mailed to the Plaintiff within five (5) days of the date of this ORDER.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

5 FILED 3 CC Atty
d/a: 202m McCabe
OCT 10 2008 copy to Shff.
(ell)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104476
NO: 08-1398-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.
vs.
DEFENDANT: WILLIAM GREEN and PAULARAE GALLAHER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	30018	30.00
SHERIFF HAWKINS	MCCABE	30018	42.70

^S
FILED
0/3:30LM
OCT 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

McCABE, WEISBERG AND CONWAY, P.C.

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

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

Attorneys for Plaintiff

FILED *Att'y pd.*
m/1:42 *20.00*
OCT 22 2008 *ICC Notice*
to Defs.
William A. Shaw
Prothonotary/Clerk of Courts
Statement to
Att'y
(GID)

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
Corporation Home Equity Loan Trust, Series OOMC
2005-HE6

Plaintiff

v.

William Green and Paularae Gallaher

Defendants

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Number 2008-01398-CD

ASSESSMENT OF DAMAGES AND ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

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

Principal	\$ 122,769.23
Interest from 07/09/08 to 10/20/08	\$ 3,086.72
 Total	 \$ 125,854.95

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

AND NOW, this 22nd day of October, 2008, Judgment is entered in favor of Plaintiff, Wells
Fargo Bank, N.a. In Trust For The Benefit Of The Certificateholders Of Asset Backed Securities Corporation Home
Equity Loan Trust, Series OOMC 2005-HE6, and against Defendants, William Green and Paularae Gallaher, and
damages are assessed in the amount of \$125,854.95, plus interest and costs.

BY THE PROTHONOTARY:

William A. Shaw
2008

McCABE, WEISBERG AND CONWAY, P.C.

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

Attorneys for Plaintiff

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

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
Corporation Home Equity Loan Trust, Series OOMC
2005-HE6

Plaintiff

v.

William Green and Paularae Gallaher

Defendants

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Number 2008-01398-CD

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CLEARFIELD

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

William Green
151 Graham Road
Woodland, Pennsylvania 16881

Paularae Gallaher
151 Graham Road
Woodland, Pennsylvania 16881

SWORN AND SUBSCRIBED
BEFORE ME THIS 20TH DAY
OF OCTOBER, 2008

Stacey M. O'Connell
NOTARY PUBLIC

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
STACEY M. O'CONNELL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 10, 2012

McCABE, WEISBERG AND CONWAY, P.C.

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

Attorneys for Plaintiff

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

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
Corporation Home Equity Loan Trust, Series OOMC
2005-HE6

Plaintiff

v.

William Green and Paularae Gallaher

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-01398-CD

AFFIDAVIT OF LAST-KNOWN MAILING ADDRESS OF DEFENDANTS

The undersigned, attorney for the Plaintiff in the within matter, being duly sworn according to law, hereby
depose and say that the last-known mailing addresses of the Defendants are:

William Green
151 Graham Road
Woodland, Pennsylvania 16881

Paularae Gallaher
151 Graham Road
Woodland, Pennsylvania 16881

SWORN AND SUBSCRIBED
BEFORE ME THIS 20TH DAY
OF OCTOBER, 2008

Stacey M. O'Connell
NOTARY PUBLIC

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
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Attorneys for Plaintiff

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McCABE, WEISBERG AND CONWAY, P.C.

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

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

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
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2005-HE6

Plaintiff

v.

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Defendants

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Number 2008-01398-CD

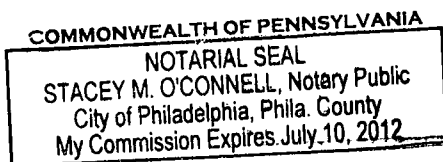
CERTIFICATION

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

SWORN AND SUBSCRIBED
BEFORE ME THIS 20TH DAY
OF OCTOBER, 2008


Stacey M. O'Connell
NOTARY PUBLIC

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE
Attorneys for Plaintiff



VERIFICATION

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


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

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

**William A. Shaw
Prothonotary**

September 4, 2008

To: William Green
151 Graham Road
Woodland, Pennsylvania 16881

Wells Fargo Bank, N.a. In Trust For The
Benefit Of The Certificateholders Of Asset
Backed Securities Corporation Home Equity
Loan Trust, Series OOMC 2005-HE6

vs.

William Green
Paularae Gallaher

Clearfield County
Court of Common Pleas

Number 2008-01398-CD

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

IMPORTANT NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Dave Mehlick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641 x 5982

NOTIFICACION IMPORTANTE

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

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McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

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

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

William A. Shaw
Prothonotary

September 4, 2008

To: Paularae Gallaher
151 Graham Road
Woodland, Pennsylvania 16881

Wells Fargo Bank, N.a. In Trust For The
Benefit Of The Certificateholders Of Asset
Backed Securities Corporation Home Equity
Loan Trust, Series OOMC 2005-HE6

vs.

William Green
Paularae Gallaher

Clearfield County
Court of Common Pleas

Number 2008-01398-CD

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McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

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

**William A. Shaw
Prothonotary**

September 4, 2008

To: William Green
P.O. Box 80
Woodland, Pennsylvania 16881

Wells Fargo Bank, N.a. In Trust For The
Benefit Of The Certificateholders Of Asset
Backed Securities Corporation Home Equity
Loan Trust, Series OOMC 2005-HE6

vs.

William Green
Paularae Gallaher

Clearfield County
Court of Common Pleas

Number 2008-01398-CD

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McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
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OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Courthouse, Clearfield, Pennsylvania 16830

William A. Shaw
Prothonotary

September 4, 2008

To: Paularae Gallaher
P.O. Box 80
Woodland, Pennsylvania 16881

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McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

**Attorneys for Plaintiff
TERRENCE J. McCABE, ESQUIRE
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MARGARET GAIRO, ESQUIRE**

OFFICE OF THE PROTHONOTARY
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Prothonotary

To: William Green
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Wells Fargo Bank, N.a. In Trust For The Benefit Of
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2005-HE6

Plaintiff

v.

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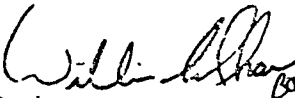
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 2008-01398-CD

NOTICE

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

 10/22/08
Prothonotary

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

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

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

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

Prothonotary

To: Paularae Gallaher
151 Graham Road
Woodland, Pennsylvania 16881

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
Corporation Home Equity Loan Trust, Series OOMC
2005-HE6

Plaintiff

v.

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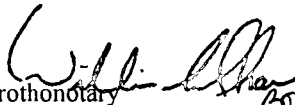
Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

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Prothonotary *BM* 10/22/08

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

COPY

Prothonotary

To: William Green
P.O. Box 80
Woodland, Pennsylvania 16881

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Plaintiff

v.

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COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 2008-01398-CD

NOTICE

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


Prothonotary *Box* 10/22/08

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

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

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

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

Prothonotary

To: Paularae Gallaher
P.O. Box 80
Woodland, Pennsylvania 16881

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
Corporation Home Equity Loan Trust, Series OOMC
2005-HE6

Plaintiff

v.

William Green and Paularae Gallaher

Defendants

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 2008-01398-CD

NOTICE

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

 10/22/08
Prothonotary

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

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

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

CCP

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

Wells Fargo Bank, N.A.
Plaintiff(s)

No.: 2008-01398-CD

Real Debt: \$125,854.95

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

William Green
Paularae Gallaher
Defendant(s)

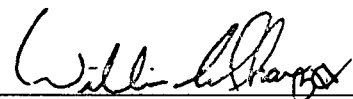
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 22, 2008

Expires: October 22, 2013

Certified from the record this 22nd day of October, 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 TO 3183, 3257

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
Corporation Home Equity Loan Trust, Series OOMC
2005-HE6

Plaintiff

v.

William Green and Paularae Gallaher

Defendants

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. _____ Term, _____

Orig. No. 2008-01398-CD

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against William Green and Paularae Gallahers, and
3. Against _____ Garnishee(s);
4. And index this writ
 - a. Against William Green and Paularae Gallaher defendants
 - b. Against _____ Garnishee(s)

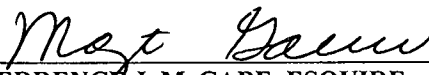
As a lis pendens against the real property of the defendants ~~in the name of~~ Garnishee(s) as follows:
(Specifically described property)*

151 Graham Road, Woodland, Pennsylvania 16881

5.	Amount Due	\$	125,854.95
	Interest from 10/21/08 to	\$	
	_____	\$	
	plus \$20.69 per diem thereafter		
	Total	\$	

135.00 Prothonotary costs

Dated _____


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

FILED

OCT 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

610
Any pd. 20.00
w/ prop desc.
to Sheriff

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

Exec. No. 2008-01398-CD Term,

Orig. No.

Wells Fargo Bank, N.a. In Trust For The Benefit Of The
Certificateholders Of Asset Backed Securities Corporation
Home Equity Loan Trust, Series OOMC 2005-HE6

v.

William Green and Paularae Gallaher

**PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)**

Filed:

Attorney for Plaintiff(s)

Address: William Green
151 Graham Road
Woodland, Pennsylvania 16881

Paularae Gallaher
151 Graham Road
Woodland, Pennsylvania 16881

Where papers may be served.

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, including improvements, in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a railroad spike in the center of township road #619, said point is the Northeast corner of the property of which this is a part of, said point is also the southeast corner now or formerly of Roger D. Billotte; thence along the centerline of said road south three degrees eighteen minutes west (s 3° 18' w) two hundred ten and eighteen hundredths (210.18) feet to a railroad spike and the northeast corner now or formerly of Ray A. and Leila J. Maines; thence along lands of Ray A. and Leila J. Maines south eighty-six degrees thirty minutes west (s86° 30' w) and passing through an iron pin eighteen (18°) feet from the beginning of this course two hundred nine (209.0) feet to an iron pipe; thence along land now or formerly of Harold R. Green north three degrees eighteen minutes east (n 3° 18' e) two hundred ten and eighteen hundredths (210.18) feet to an iron pipe on line now or formerly of Roger D. Billotte; thence along lands of Roger D. Billotte and passing through an iron pin 18 feet from the end of this course, north eighty-six degrees thirty minutes east (n 86° 30' e) two hundred nine (209.0) feet to a railroad spike and place of beginning.

TAX I.D. #: 106-07-105

Being known as: 151 GRAHAM ROAD, WOODLAND, PENNSYLVANIA 16881.

Title to said premises is vested in William Green by deed from William R. Green and Betty Jo Green, a/k/a Betty J. Green, husband and wife dated March 4, 1999 and recorded March 9, 1999 as Deed Instrument No. 199903482, Page.

McCABE, WEISBERG AND CONWAY, P.C.

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

Attorneys for Plaintiff

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

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
Corporation Home Equity Loan Trust, Series OOMC
2005-HE6

Plaintiff

v.

William Green and Paularae Gallaher

Defendants

CLEARFIELD COUNTY COURT OF COMMON
PLEAS

Number 2008-01398-CD

AFFIDAVIT PURSUANT TO RULE 3129

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: 151 Graham Road, Woodland, Pennsylvania 16881, a copy of the description of said property being attached hereto and marked Exhibit "A."

1. Name and address of Owners or Reputed Owners

Name	Address
William Green	151 Graham Road Woodland, PA 16881

2. Name and address of Defendants in the judgment:

Name	Address
William Green	151 Graham Road Woodland, PA 16881
Paularae Gallaher	151 Graham Road Woodland, PA 16881

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

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

Plaintiff herein

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

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

Plaintiff herein

Option One Mortgage Corporation	3 Ada Irvine, California 92618
---------------------------------	-----------------------------------

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

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

NONE

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

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

NONE

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

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

Tenants/Occupants	151 Graham Road Woodland, Pennsylvania 16881
-------------------	---

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

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

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

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
--	---

PA Department of Revenue

Bureau of Compliance
P.O. Box 281230
Harrisburg, PA 17128-1230

Commonwealth of Pennsylvania
Department of Revenue Bureau of
Compliance

Clearance Support Department 281230
Harrisburg, PA 17128-1230
ATTN: Sheriff's Sales

United States of America

Internal Revenue Service
Federated Investors Tower
1001 Liberty Avenue
13th Floor
Ste. 1300
Pittsburgh, PA 15222

United States of America

c/o United States Attorney for the
Western District of PA
U.S. Post Office and Courthouse
700 Grant Street, Suite 400
Pittsburgh, PA 15219

8. Name and address of Attorney of record:

Name

Address

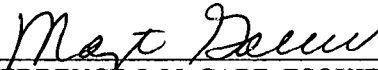
NONE

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.

October 20, 2008

DATE


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

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, including improvements, in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a railroad spike in the center of township road #619, said point is the Northeast corner of the property of which this is a part of, said point is also the southeast corner now or formerly of Roger D. Billotte; thence along the centerline of said road south three degrees eighteen minutes west (s 3° 18' w) two hundred ten and eighteen hundredths (210.18) feet to a railroad spike and the northeast corner now or formerly of Ray A. and Leila J. Maines; thence along lands of Ray A. and Leila J. Maines south eighty-six degrees thirty minutes west (s86° 30' w) and passing through an iron pin eighteen (18°) feet from the beginning of this course two hundred nine (209.0) feet to an iron pipe; thence along land now or formerly of Harold R. Green north three degrees eighteen minutes east (n 3° 18' e) two hundred ten and eighteen hundredths (210.18) feet to an iron pipe on line now or formerly of Roger D. Billotte; thence along lands of Roger D. Billotte and passing through an iron pin 18 feet from the end of this course, north eighty-six degrees thirty minutes east (n 86° 30' e) two hundred nine (209.0) feet to a railroad spike and place of beginning.

TAX I.D. #: 106-O7-105

Being known as: 151 GRAHAM ROAD, WOODLAND, PENNSYLVANIA 16881.

Title to said premises is vested in William Green by deed from William R. Green and Betty Jo Green, a/k/a Betty J. Green, husband and wife dated March 4, 1999 and recorded March 9, 1999 as Deed Instrument No.199903482, Page.

McCABE, WEISBERG AND CONWAY, P.C.

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

Attorneys for Plaintiff

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

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
Corporation Home Equity Loan Trust, Series OOMC
2005-HE6

Plaintiff

v.

William Green and Paularae Gallaher

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-01398-CD

CERTIFICATE

The undersigned, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

☐ An FHA insured mortgage

☐ Non-owner occupied

☐ Vacant

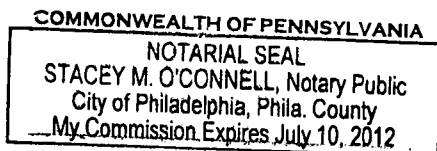
☒ Act 91 procedures have been fulfilled.

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

SWORN AND SUBSCRIBED
BEFORE ME THIS 20TH DAY
OF OCTOBER, 2008

Stacey M. O'Connell
NOTARY PUBLIC

Terrence J. McCabe
TERRENCE J. McCABE, ESQUIRE
MARC S. WEISBERG, ESQUIRE
EDWARD D. CONWAY, ESQUIRE
MARGARET GAIRO, ESQUIRE
Attorneys for Plaintiff



WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)

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

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
Corporation Home Equity Loan Trust, Series OOMC
2005-HE6

Plaintiff

v.

William Green and Paularae Gallaher

Defendants

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. _____ Term, _____

Orig. No. 2008-01398-CD

Commonwealth of Pennsylvania :
: SS.
County of Clearfield :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

All real property and improvements thereon located at:
151 Graham Road, Woodland, Pennsylvania 16881

Amount Due	\$ 125,854.95
Interest from 10/21/08 to DATE OF SALE @ \$20.69 per diem	\$
Costs	\$
Total	\$ _____ Plus costs as endorsed. 135.00 Prothonotary costs

Dated: 10/22/08
(SEAL)

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: William Green
Deputy

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, including improvements, in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a railroad spike in the center of township road #619, said point is the Northeast corner of the property of which this is a part of, said point is also the southeast corner now or formerly of Roger D. Billotte; thence along the centerline of said road south three degrees eighteen minutes west (s 3° 18' w) two hundred ten and eighteen hundredths (210.18) feet to a railroad spike and the northeast corner now or formerly of Ray A. and Leila J. Maines; thence along lands of Ray A. and Leila J. Maines south eighty-six degrees thirty minutes west (s86° 30' w) and passing through an iron pin eighteen (18°) feet from the beginning of this course two hundred nine (209.0) feet to an iron pipe; thence along land now or formerly of Harold R. Green north three degrees eighteen minutes east (n 3° 18' e) two hundred ten and eighteen hundredths (210.18) feet to an iron pipe on line now or formerly of Roger D. Billotte; thence along lands of Roger D. Billotte and passing through an iron pin 18 feet from the end of this course, north eighty-six degrees thirty minutes east (n 86° 30' e) two hundred nine (209.0) feet to a railroad spike and place of beginning.

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Being known as: 151 GRAHAM ROAD, WOODLAND, PENNSYLVANIA 16881.

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McCABE, WEISBERG AND CONWAY, P.C.

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

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

Attorneys for Plaintiff

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
Corporation Home Equity Loan Trust, Series OOMC
2005-HE6

Plaintiff

v.

William Green and Paularae Gallaher

Defendants

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Number 2008-01398-CD

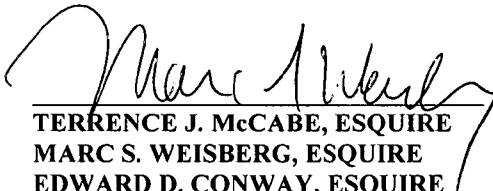
AFFIDAVIT OF SERVICE

I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 28th day of October, 2008, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A."

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

SWORN AND SUBSCRIBED
BEFORE ME THIS 28TH DAY
OF OCTOBER, 2008

NOTARY PUBLIC


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



5
FILED NO CC
m/jl/DB
NOV 13 2008
William A. Shaw
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.

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

Attorneys for Plaintiff

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

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
Corporation Home Equity Loan Trust, Series OOMC
2005-HE6

Plaintiff

v.

William Green and Paularae Gallaher

Defendants

CLEARFIELD COUNTY COURT OF COMMON
PLEAS

Number 2008-01398-CD

AFFIDAVIT PURSUANT TO RULE 3129

The undersigned, attorney for Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: 151 Graham Road, Woodland, Pennsylvania 16881, a copy of the description of said property being attached hereto and marked Exhibit "A."

1. Name and address of Owners or Reputed Owners

Name	Address
William Green	151 Graham Road Woodland, PA 16881

2. Name and address of Defendants in the judgment:

Name	Address
William Green	151 Graham Road Woodland, PA 16881
Paularae Gallaher	151 Graham Road Woodland, PA 16881

EXHIBIT A

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

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

Plaintiff herein

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

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

Plaintiff herein

Option One Mortgage Corporation	3 Ada Irvine, California 92618
---------------------------------	-----------------------------------

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

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

NONE

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

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

NONE

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

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

Tenants/Occupants	151 Graham Road Woodland, Pennsylvania 16881
-------------------	---

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

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

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

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
--	---

Exhibit A

PA Department of Revenue

Bureau of Compliance
P.O. Box 281230
Harrisburg, PA 17128-1230

Commonwealth of Pennsylvania
Department of Revenue Bureau of
Compliance

Clearance Support Department 281230
Harrisburg, PA 17128-1230
ATTN: Sheriff's Sales

United States of America

Internal Revenue Service
Federated Investors Tower
1001 Liberty Avenue
13th Floor
Ste. 1300
Pittsburgh, PA 15222

United States of America

c/o United States Attorney for the
Western District of PA
U.S. Post Office and Courthouse
700 Grant Street, Suite 400
Pittsburgh, PA 15219

8. Name and address of Attorney of record:


Name

Address

NONE

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.

October 20, 2008
DATE


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

RECEIVED
JAN 14 2009
FBI - PITTSBURGH

McCABE, WEISBERG AND CONWAY, P.C.

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

Attorneys for Plaintiff

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

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
Corporation Home Equity Loan Trust, Series OOMC
2005-HE6

Plaintiff

v.

William Green and Paularae Gallaher

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Number 2008-01398-CD

DATE: October 28, 2008

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNERS: William Green and Paularae Gallaher

PROPERTY: 151 Graham Road, Woodland, Pennsylvania 16881

IMPROVEMENTS: Residential Dwelling

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **January 9, 2009 at 10:00 a.m.** in the Sheriff's Office of the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

Exhibit B

Check type of mail or service:

<input type="checkbox"/> Certified	<input type="checkbox"/> Recorded Delivery (International)
<input type="checkbox"/> COD	<input type="checkbox"/> Registered
<input type="checkbox"/> Delivery Confirmation	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured	

Affix Stamp Here
(if issued as a
certificate of mailing,
etc.)

02 1A
0004605770
MAILED FROM SAMP CODE 19109

UNITED STATES POSTAGE
PITNEY BOWES
\$03.550

[illegible]

9	OPTION ONE V. GREEN - 37445	United States of America Internal Revenue Service Federated Investors Tower 1001 Liberty Avenue 13 th Floor Ste. 1800 Pittsburgh, PA 15222										
10		United States of America c/o United States Attorney for the Western District of PA U.S. Post Office and Courthouse 700 Grant Street, Suite 400 Pittsburgh, PA 15219										
Total Number of Pieces Listed by Sender 10		Total Number of Pieces Received at Post Office										

BITB

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20868
NO: 08-1398-CD

PLAINTIFF: WELLS FARGO BANK, N.A. IN TRUST FOR THE VENEFIT OF THE CERTIFICATEHOLDERS OF ASSET
BACKED SECURITIES CORPORATION HOME EQUITY LOAN TRUST, SERIES OOMC 2005-HE6

vs.

DEFENDANT: WILLIAM GREEN AND PAULARAE GALLAHER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/22/2008

LEVY TAKEN 10/30/2008 @ 10:15 AM

POSTED 10/30/2008 @ 10:06 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 6/17/2009

DATE DEED FILED **NOT SOLD**

FILED
07/19/09
JUN 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

10/30/2008 @ 10:45 AM SERVED WILLIAM GREEN

SERVED WILLIAM GREEN, DEFENDANT, AT HIS RESIDENCE 151 GRAHAM ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA
BY HANDING TO THOMAS LEIGEY, DAUGHTER'S BOYFRIEND/ADULT AT RESIDENCE

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

10/30/2008 @ 10:45 AM SERVED PAULARAE GALLAHER

SERVED PAULARAE GALLAHER, DEFENDANT, AT HER RESIDENCE 151 GRAHAM ROAD, WOODLAND, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO THOMAS LEIGEY, DAUGHTERS BOYFRIEND/ADULT AT RESIDENCE

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

@ SERVED

NOW, JANUARY 8, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED
FOR JANUARY 9, 2009 TO APRIL 3, 2009.

@ SERVED

NOW, MARCH 19, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR
APRIL 3, 2009. \$837.28 WAS PAID TO CURE THE DEFAULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20868

NO: 08-1398-CD

PLAINTIFF: WELLS FARGO BANK, N.A. IN TRUST FOR THE VENEFIT OF THE CERTIFICATEHOLDERS OF ASSET
BACKED SECURITIES CORPORATION HOME EQUITY LOAN TRUST, SERIES OOMC 2005-HE6
vs.

DEFENDANT: WILLIAM GREEN AND PAULARAE GALLAHER


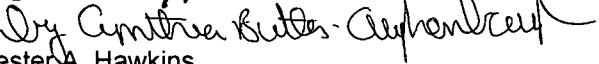
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$218.49

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)

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

Wells Fargo Bank, N.a. In Trust For The Benefit Of
The Certificateholders Of Asset Backed Securities
Corporation Home Equity Loan Trust, Series OOMC
2005-HE6

Plaintiff

v.

William Green and Paularae Gallaher

Defendants

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Exce. No. _____ Term, _____

Orig. No. 2008-01398-CD

Commonwealth of Pennsylvania :
: SS.
County of Clearfield :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

All real property and improvements thereon located at:
151 Graham Road, Woodland, Pennsylvania 16881

Amount Due	\$ 125,854.95
Interest from 10/21/08 to DATE OF SALE @ \$20.69 per diem	\$
Costs	\$
Total	\$ _____ Plus costs as endorsed. 135.00 Prothonotary costs

Dated: 10/22/08
(SEAL)

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: *William A. Hensley*
Deputy

Received this writ this 22nd day
of October A.D. 2008
At 10:00 A.M./P.M.

Charles A. Hensley
Sheriff *By Cynthia Butler-Augustin*

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, including improvements, in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a railroad spike in the center of township road #619, said point is the Northeast corner of the property of which this is a part of, said point is also the southeast corner now or formerly of Roger D. Billotte; thence along the centerline of said road south three degrees eighteen minutes west (s 3° 18' w) two hundred ten and eighteen hundredths (210.18) feet to a railroad spike and the northeast corner now or formerly of Ray A. and Leila J. Maines; thence along lands of Ray A. and Leila J. Maines south eighty-six degrees thirty minutes west (s86° 30' w) and passing through an iron pin eighteen (18°) feet from the beginning of this course two hundred nine (209.0) feet to an iron pipe; thence along land now or formerly of Harold R. Green north three degrees eighteen minutes east (n 3° 18' e) two hundred ten and eighteen hundredths (210.18) feet to an iron pipe on line now or formerly of Roger D. Billotte; thence along lands of Roger D. Billotte and passing through an iron pin 18 feet from the end of this course, north eighty-six degrees thirty minutes east (n 86° 30' e) two hundred nine (209.0) feet to a railroad spike and place of beginning.

TAX I.D. #: 106-O7-105

Being known as: 151 GRAHAM ROAD, WOODLAND, PENNSYLVANIA 16881.

Title to said premises is vested in William Green by deed from William R. Green and Betty Jo Green, a/k/a Betty J. Green, husband and wife dated March 4, 1999 and recorded March 9, 1999 as Deed Instrument No.199903482, Page.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME WILLIAM GREEN

NO. 08-1398-CD

NOW, June 17, 2009, 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 , I exposed the within described real estate of William Green And Paularae Gallaher to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	5.85
LEVY	15.00
MILEAGE	5.85
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$201.74

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	125,854.95
INTEREST @ 20.6900	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$125,894.95

COSTS:

ADVERTISING	283.75
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	201.74
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$746.49

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

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

SUITE 2080
 123 SOUTH BROAD STREET
 PHILADELPHIA, PA 19109
 (215) 790-1010
 FAX (215) 790-1274

TERRENCE J. McCABE**
 MARC S. WEISBERG**
 EDWARD D. CONWAY**
 MARGARET GAIRO**
 LISA L. WALLACE†
 DEBORAH K. CURRAN**
 LAURA H.G. O'SULLIVAN**
 FRANK DUBIN**
 ANDREW L. MARKOWITZ**
 GAYL C. SPIVAK*
 HEIDI R. SPIVAK*
 SCOTT TAGGART*
 MARISA COHEN*
 KATHERINE SANTANGINI**
 JASON BROOKS*
 STEPHANIE H. HURLEY**
 MARGARET MARY BALMFORTH**
 ADRIENNE CHAPMAN**
 DIANN GREEN**

SUITE 303
 216 HADDON AVENUE
 WESTMONT, NJ 08108
 (856) 858-7080
 FAX (856) 858-7020

SUITE 310
 145 HUGUENOT STREET
 NEW ROCHELLE, NY 10801
 (914) 636-8900
 FAX (914) 636-8901
 Also servicing Connecticut

SUITE 100
 8101 SANDY SPRING ROAD
 LAUREL, MD 20707
 (301) 490-3361
 FAX (301) 490-1568
 Also servicing the District of Columbia
 and Virginia

(Of Counsel)
 JOSEPH P. RIGA* - PA & NJ

January 8, 2009

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

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

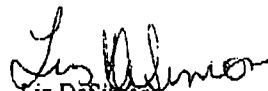
Re: Wells Fargo Bank, N.a. In Trust For The Benefit Of The Certificateholders Of Asset Backed Securities vs.
 William Green and Paularae Gallaher
 Clearfield County, Court of Common Pleas, No. 2008-01398-CD
 Premises: 151 Graham Road, Woodland, Pennsylvania 16881

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the January 9, 2009 Sheriff's Sale. I am requesting at this time that you postpone this matter to the April 3, 2009 Sheriff's Sale.

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

Very truly yours,


 Liz DeSimone
 Legal Assistant

/s/

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

SIGNATURE

DATE

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

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

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March 19, 2009

TERRENCE J. McCABE***
MARC S. WEISBERG**
EDWARD D. CONWAY**
MARGARET GAIRO**
LISA L. WALLACE†
DEBORAH K. CURRAN±
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* Licensed in PA & WA
*** Licensed in PA, NJ & NY
† Licensed in NY & CT
+ Licensed in MD & DC
± Licensed in MD
+ Managing Attorney for NY
+ Managing Attorney for MD
= Managing Attorney for NJ
< Licensed in VA
<* Licensed in CT & NJ

Of Counsel
JOSEPH F. RIGA* - PA & NJ

Chester A. Hawkins
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830

Re: Wells Fargo Bank, N.A. In Trust For The Benefit Of The Certificateholders Of Asset Backed Securities
vs. William Green and Paularae Gallaher
Clearfield County, Court of Common Pleas, No. 2008-01398-CD
Premises: 151 Graham Road, Woodland, Pennsylvania 16881


Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the April 3, 2009 Sheriff's Sale. I am requesting at this time that you stay this sale. Client accepted funds in the amount of \$837.28.

In addition, please return the Writ to the Prothonotary and forward any refund due my client.

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

Very truly yours,



Erin Gerew
Legal Assistant

/eg

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SHERIFF'S OFFICE-RECEIVED BY:

SIGNATURE

DATE

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