

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

In re:

Bankruptcy No. 10-24850-MER
Chapter 7

PHILLIP P. MALONEY, XXX-XX-5370
BARBARA L. SELLERS, XXX-XX-2908
Debtors,

WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF
SOUNDVIEW HOME LOAN TRUST 2007-OPT4, ASSET-BACKED CERTIFICATES,
SERIES 2007-OPT4,
Movant,

PHILLIP P. MALONEY, XXX-XX-5370
BARBARA L. SELLERS, XXX-XX-2908, and
Harvey Sender,
The Chapter 7 Trustee,
Respondents,

RELIEF FROM STAY COVER SHEET FOR 11 U.S.C. § 362(d)

Date Petition Filed: June 15, 2010

Prior hearings on this obligation: _____

Nature of Relief: Terminate Stay Annul Stay Modify Stay Condition Stay

Other (describe) _____

Is relief sought from the co-debtor's stay? Yes No

1. **MOVANT:**

Secured Creditor: WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF SOUNDVIEW HOME LOAN TRUST 2007-OPT4,
ASSET-BACKED CERTIFICATES, SERIES 2007-OPT4

Current Servicer: American Home Mortgage Servicing

Owner of Property: Phillip Patrick Maloney and Barbara Lynn Sellers

2. **COLLATERAL:**

Real Property (type, address) 4232 S Fairplay Cir Unit F, Aurora, CO 80014-6163

Fair market value of collateral: \$185,000.00

Source of value: Debtors' Schedule A If appraisal, date: _____

3. **DEBT:**

Total Due: \$220,059.43 as of 8/13/2010

Monthly Payment: \$1467.46* includes: principal interest taxes insurance

*monthly payment subject to change per contract

4. **DEFAULT:**

Chapter 7:

Contractual Default: \$30,319.74

Payment history attached to motion.

5. **OTHER ALLEGATIONS:**

Other "Cause," 11 U.S.C. § 362(d)(1): **Failure to Make Payments**

Lack of Adequate Protection, 11 U.S.C. § 362(d)(1)

Other Foreclosure Completed

No Equity and Not Necessary for an Effective Reorganization, 11.U.S.C.§ 362(d)(2)

6. **OTHER LIENS AND ENCUMBRANCES:**

Specify name & status of other liens & encumbrances, if known (e.g. trust deeds, tax liens, etc):

Position	Name	Amount
1st Trust Deed	WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF SOUNDVIEW HOME LOAN TRUST 2007- OPT4, ASSET-BACKED CERTIFICATES, SERIES 2007-OPT4	\$220,059.43
2nd Trust Deed		
Totals		\$220,059.43

Per Debtors' Schedules

Per Title Report

Dated: August 16, 2010

CASTLE MEINHOLD & STAWIARSKI, LLC



Deanna L. Westfall, #23449

Britney Beall-Eder, #34935

Katharine E. Fisher #39230

Kimberly Martinez, #40351

BankruptcyDept@cmsatty.com

Attorneys for Movant

999 18th Street, Suite 2201

Denver, CO 80202

303-865-1440

(303) 865-1410 (facsimile)

File No. 09-15270

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

In re:

Bankruptcy No. 10-24850-MER
Chapter 7

PHILLIP P. MALONEY, XXX-XX-5370
BARBARA L. SELLERS, XXX-XX-2908
Debtors,

WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF
SOUNDVIEW HOME LOAN TRUST 2007-OPT4, ASSET-BACKED CERTIFICATES,
SERIES 2007-OPT4,
Movant,

PHILLIP P. MALONEY, XXX-XX-5370
BARBARA L. SELLERS, XXX-XX-2908, and
Harvey Sender,
The Chapter 7 Trustee,
Respondents,

MOTION FOR RELIEF FROM AUTOMATIC STAY

WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS
OF SOUNDVIEW HOME LOAN TRUST 2007-OPT4, ASSET-BACKED CERTIFICATES,
SERIES 2007-OPT4, its predecessors, successors and assigns (Creditor), through its attorneys,
CASTLE MEINHOLD & STAWIARSKI, LLC, respectfully represents:

1. The Debtors are indebted to Creditor pursuant to a Note and Deed of Trust for which the Creditor claims a valid lien or security interest in the following described property (hereinafter "Property"):

LOT 339, BLOCK 1, SUMMIT PARK SUBDIVISION FILING NO.
2, COUNTY OF ARAPAHOE, STATE OF COLORADO.

*** LOAN MODIFICATION AGREEMENT SIGNED BY PHILLIP
PATRICK MALONEY AND BARBARA LYNN SELLERS ON
AUGUST 21, 2008

Also known and numbered as: 4232 S Fairplay Cir Unit F, Aurora, Colorado 80014-6163

2. Movant has confirmed that the Debtors are not on active military duty, pursuant to this Court's General Procedure Order 2005-2 (see affidavit attached hereto).

3. This lien or security interest arose from a Note and a Deed of Trust for the benefit of Option One Mortgage Corporation, A California Corporation, true and correct copies of which are attached hereto. The Creditor is the current owner of this lien or security interest as evidenced by the Assignment of Deed of Trust.

4. Notice of this lien or security interest was given by recording said Deed of Trust in the public record of the County of Arapahoe reflecting the lien of the Creditor.

5. The Debtors are in default in the performance of the terms and conditions of said Note and Deed of Trust by the failure to make **eighteen** monthly payments through **August** of 2010.

6. The approximate amount due the Creditor on said indebtedness is the amount shown in this paragraph, calculated as follows:

Payments due, late charges, advances,
Attorney fees and costs

\$30,319.74

Total Debt Owed

\$220,059.43

7. The Debtors and/or the Property shall be accountable for any payments that become due after the date of this motion.

8. Enforcement of this lien or security interest has been stayed automatically by operation of 11 U.S.C. § 362.

9. The Creditor requests that the automatic stay be terminated with respect to the property above described pursuant to 11 U.S.C. § 362 (d)(1) and (2).

10. The value of the property described in paragraph one (1) above is \$185,000.00 according to the Debtors' Real Property schedule. The amount of the Creditor's secured Claim, \$220,059.43, is more than the value of the property. As a result, there is no equity in the property, nor does any equity cushion exist to provide adequate protection for the Creditor. 11 U.S.C. § 362 (d)(2).

11. The Property is not necessary to an effective reorganization because the Debtors are proceeding under Chapter 7 of the Bankruptcy Code. 11 U.S.C. § 362 (d)(2)(b).

12. For the foregoing reasons, this Creditor is entitled to relief from the automatic stay under 11 U.S.C. § 362 (d)(1) and (2).

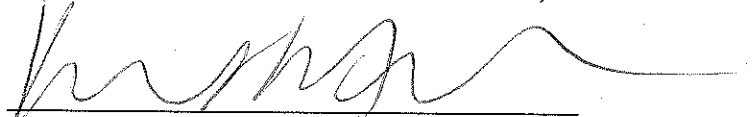
13. The Creditor further requests that the requirements of Fed.R.Bankr.P. 4001(a)(3) be waived so that the Creditor may immediately enforce and implement an order granting relief from stay.

14. Creditor further requests approval of its reasonable attorney's fees and costs in the amount of \$700.00, pursuant to the terms of the loan documents. Creditor is not seeking an administrative claim but intends to add the fees and costs to the loan pursuant to the contract provisions.

WHEREFORE, Creditor respectfully requests entry of an Order granting Relief from Automatic Stay from the Debtors and the Debtors' Estate, to allow the Creditor to proceed solely *in rem* against the property described in paragraph one above for approval of Creditor's reasonable attorney's fees and costs and that the Creditor be granted such further relief as may be proper.

Dated: August 16, 2010

CASTLE MEINHOLD & STAWIARSKI, LLC



Deanna L. Westfall, #23449

Britney Beall-Eder, #34935

Katharine E. Fisher #39230

Kimberly Martinez, #40351

BankruptcyDept@cmsatty.com

Attorneys for Movant

999 18th Street, Suite 2201

Denver, CO 80202

303-865-1440

(303) 865-1410 (facsimile)

File No. 09-15270

In re:

PHILLIP P. MALONEY, XXX-XX-5370,
BARBARA L. SELLERS, XXX-XX-2908

Case No. 10-24850-MER

AFFIDAVIT PURSUANT TO THE SERVICEMEMBER CIVIL RELIEF ACT OF 2003

I, Becky Bradshaw, being of lawful age, first duly sworn, hereby state as follows:

I am over the age of 18 and am an employee of Castle Meinhold & Stawiarski, LLC.

1. On August 13, 2010, I, Becky Bradshaw, performed a search on the Department of Defense Manpower Data Center. Upon searching the information data banks of the Department of Defense Manpower Data Center (DMDC), the DMDC does not possess any information indicating that the Debtors, Phillip P. Maloney and Barbara L. Sellers, are currently on active duty as to all branches of the Military.

Dated: August 13, 2010

Original signature on file.

By: 
Becky Bradshaw

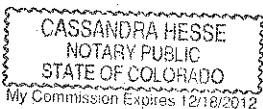
The foregoing was subscribed and sworn to before me on this 13th day of August 2010.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: 12/18/12

Original signature on file.


NOTARY PUBLIC



File No. 09-15270

Loan Number: [redacted] Servicing Number: [redacted]

Date: 07/13/07

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL (LIBOR Index - Rate Caps)



COPY

[Signature]
THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENTS. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

CERTIFIED TO BE A TRUE AND CORRECT COPY OF ORIGINAL

Certified to be a true and correct copy of the original

4232 S FAIRPLAY CIR UNIT F, AURORA, CO 80014-6163
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$180,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Option One Mortgage Corporation, a California Corporation. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. Interest will be calculated on the basis of a 12-month year and a 30-day month. I will pay interest at a yearly rate of 9.800%. The interest rate I will pay may change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month. I will make my monthly payments on the first day of each month beginning on September 01, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on August 01, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at OPTION ONE MORTGAGE CORPORATION, P.O. BOX 92103 LOS ANGELES, CA 90009-2103 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments
Each of my initial monthly payments will be in the amount of U.S. \$1,553.09. This amount may change.

(C) Monthly Payment Changes
Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

(D) Application of Payments

Payments received by the Note Holder will be applied in the following order: (i) prepayment charges due under this Note; (ii) amounts payable under paragraph 2 of the Security Instrument (defined below); (iii) interest due under this Note; (iv) principal due under this Note; and (v) late charges due under this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of August 01, 2009 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 SIX AND 20/100 percentage point(s) (6.200%) 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 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.

[Signature]

Loan Number: [REDACTED]

Servicing Number: [REDACTED] 2

Date: 07/13/07

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.300% or less than 6.200%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one and a half percentage points (1.5%) from the rate of interest I have been paying for the preceding six months. In no event will my interest rate be greater than 15.800% or less than 6.200%.

(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.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due, together with accrued interest. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

*** PREPAYMENT CHARGE NOTE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF ***

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all interest that I owe on that amount, together with any other charges that I owe under this Note or the Security Instrument, except as otherwise required by applicable law.

(C) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law, whether or not a lawsuit is filed. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Loan Number: [REDACTED]

Servicing Number: [REDACTED]

Date: 07/13/07

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. SECURED NOTE


In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
BARBARA LYNN SELLERS -Borrower

_____(Seal)
-Borrower

 (Seal)
PHILLIP PATRICK MALONEY -Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

[Sign Original Only]

Loan Number: [REDACTED]

Servicing Number: [REDACTED]

Date: 07/13/07

PREPAYMENT CHARGE NOTE ADDENDUM

For value received, the undersigned (the "Borrower") agree(s) that the following provisions shall be incorporated into and shall be deemed to amend and supplement the Note made by the Borrower in favor of Option One Mortgage Corporation, a California Corporation (the "Lender"), and dated as of even date herewith (the "Note"). To the extent that the provisions of this Prepayment Charge Note Addendum (the "Addendum") are inconsistent with the provisions of the Note, the provisions of this Addendum shall prevail over and shall supersede any such inconsistent provision on the Note

Section 5 of the Note is amended to read in its entirety as follows:

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "Full Prepayment." A prepayment of only part of the unpaid principal is known as a "Partial Prepayment." When I make a Full Prepayment or Partial Prepayment, I will tell the Note Holder in writing that I am doing so.

If I make a Partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. If within 24 Months from the date of execution of the Security Instrument I make a Full Prepayment or, in certain cases a Partial Prepayment, I will at the same time pay to the Note Holder a prepayment charge. The prepayment charge will be equal to six (6) months' advance interest on the amount of any prepayment that, when added to all other amounts prepaid during the twelve (12) month period immediately preceding the date of the prepayment, exceeds twenty percent (20%) of the original principal amount of this Note. In no event will such a charge be made unless it is authorized by state or federal law.

Barbara Lynn Sellers 7/13/07
Borrower BARBARA LYNN SELLERS Date

Borrower Date

Phillip Patrick Maloney 7/13/07
Borrower PHILLIP PATRICK MALONEY Date

Borrower Date

Borrower Date

Borrower Date

Loan Number: [REDACTED] 6

Servicing Number: [REDACTED] 2

Date: 07/13/07

**ALLONGE TO NOTE
(INVESTOR)**

This allonge makes reference to the following Note:

Borrowers: BARBARA LYNN SELLERS and PHILLIP PATRICK MALONEY

Loan #: [REDACTED]

Property Address: 4232 S FAIRPLAY CIR UNIT F, AURORA, CO 80014-6163

Loan Amount: \$180,000.00

Note Date: 07/13/07

Therefore, in reference to the captioned note, the following applies:

Pay to the order of:

Without Recourse

Option One Mortgage Corporation
A California Corporation

By: 
Vikki Savo

Assistant Secretary

56

COPY

WHEN RECORDED MAIL TO:

OPTION ONE MORTGAGE CORPORATION
P.O. BOX 57096
IRVINE, CA 92619-7096

ATTN: RECORDS MANAGEMENT

Arapahoe County Clerk & Recorder, Nancy A. Doty
Reception #: B7092534
Receipt #: 5348008 Recording Fee: \$56.00
Pages Recorded: 11
Date Recorded: 7/19/2007 3:47:59 PM



Loan Number: ██████████
Servicing Number: ██████████

[Space Above This Line For Recording Data]

/-//

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on July 13, 2007, among the grantor, PHILLIP PATRICK MALONEY AND BARBARA LYNN SELLERS

("Borrower"), the Public Trustee of Arapahoe County ("Trustee"), and the beneficiary, 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 EIGHTY THOUSAND AND NO/100THs Dollars (U.S. \$180,000.00).

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 August 01, 2037. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Arapahoe County, Colorado: 207306413339

Lot 339, Block 1, Summit Park Subdivision Filing No. 2, County of Arapahoe, State of Colorado.

which has the address of 4232 S FAIRPLAY CIR UNIT F, AURORA, [Street, City], Colorado 80014-6163 ("Property Address"); [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to 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

Loan Number: ~~001-00000000~~Servicing Number: 00~~00000000~~

Date: 07/13/07

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

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall amount to Borrower 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 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 premium and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

Date: 07/13/07

Loan Number: [REDACTED] Servicing Number: [REDACTED]

prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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 or Trustee 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, 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 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.

COD10013 (12-01-98)

Loan Number: 581000016

Servicing Number: [REDACTED]

Date: 07/13/07

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

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

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that, my 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 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 this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for 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

Loan Number: ██████████

Servicing Number: 002330300

Date: 07/13/07

action, loss, damage, cost (including actual attorney's 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 deed of trust 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.

Lender shall mail a copy of the notice to Borrower as provided in paragraph 14. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by applicable law and shall mail copies of the notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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. Waiver of Homestead. Borrower waives all right to homestead exemption in the Property.

24. 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. To the extent permitted by applicable law, Trustee, upon presentation to it of an affidavit signed by Lender setting forth facts showing a default by Borrower under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

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

26. 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.

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

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

29. 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 reexecute 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.


 COD10015 (12-01-98)

Loan Number: 501400006

Servicing Number: 000000000

Date: 07/13/07

30. 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.

31. 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.

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

[Check applicable box(es)]

- Adjustable Rate Rider
- No Prepayment Penalty Option Rider
- Other(s) (specify)
- Condominium Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Occupancy Rider

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:

Barbara Lynn Sellers (Seal) _____ (Seal)
 BARBARA LYNN SELLERS -Borrower -Borrower

Phillip Patrick Maloney (Seal) _____ (Seal)
 PHILLIP PATRICK MALONEY -Borrower -Borrower

 _____ (Seal) _____ (Seal)
 -Borrower -Borrower

STATE OF COLORADO,

County ss:

The foregoing instrument was acknowledged before me this 13th day of July 2007 by Barbara Lynn Sellers & Phillip Patrick Maloney

Witness my hand and official seal.

My Commission Expires:

Nicki A. Markoe
Notary Public



My Commission Expires 2/28/2008

Loan Number: [REDACTED] Servicing Number: [REDACTED] 2 Date: 07/13/07

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made July 13, 2007, 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 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:

4232 S FAIRPLAY CIR UNIT F, AURORA, CO 80014-6163

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as

SUMMIT PARK

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE PUD RIDER--Single Family--FNMA/FHLMC UNIFORM INSTRUMENT--Form 3150 09/90

US1011/wp (11-19-04)

Loan Number: [REDACTED] Servicing Number: [REDACTED] Date: 07/13/07

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

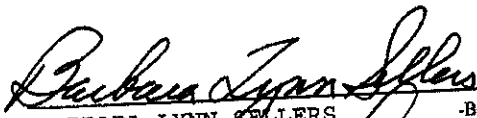
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

or
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender, if allowed by applicable law, may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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 and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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


BARBARA LYNN SELLERS (Seal)
-Borrower

(Seal)
-Borrower


PHILLIP PATRICK MALONEY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Loan Number: [REDACTED] Servicing Number: [REDACTED] Date: 07/13/07

ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made July 13, 2007 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:

4232 S FAIRPLAY CIR UNIT F, AURORA, CO 80014-6163

[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 9.800%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of August 01, 2009, 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 SIX AND 20/100 percentage point(s) (6.200%) 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

 (P) [Signature] (03-08-07)

Loan Number: ~~401025016~~ Servicing Number: ~~000200000~~ Date: 07/13/07

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 11.300% or less than 6.200%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one and a half percentage points (1.5%) from the rate of interest I have been paying for the preceding six months. In no event will my interest rate be greater than 15.800% or less than 6.200%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

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

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

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

Loan Number: ██████████ Servicing Number: ██████████ Date: 07/13/07

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

Barbara Lynn Sellers (Seal)
BARBARA LYNN SELLERS

Philip Patrick Maloney (Seal)
PHILIP PATRICK MALONEY

(Seal)

(Seal)

(Seal)

(Seal)

When Recorded Mail To:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
Parcel No. 2073-06-4-13-339

[Space Above This Line for Recording Data]
Original Recorded Date: JULY 19, 2007 Fannie Mae Loan No. ~~801020040~~
Original Principal Amount: \$ 180,000.00 Loan No. ~~000000000~~

LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15TH day of AUGUST, 2008
between PHILLIP PATRICK MALONEY AND BARBARA LYNN

("Borrower") and AMERICAN HOME MORTGAGE SERVICING, INC. ("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated JULY 13, 2007 and recorded in
Instrument No. B7092534, of the Official Records of
(Name of Records)

ARAPAHOE COUNTY, COLORADO, and (2) the Note bearing the same date as, and
(County and State, or other jurisdiction)
secured by, the Security Instrument, which covers the real and personal property described in the Security
Instrument and defined therein as the "Property", located at

4232 S FAIRPLAY CIR UNIT F, AURORA, COLORADO 80014
(Property Address)

~~0032203000~~

the real property described being set forth as follows:

LOT 339, BLOCK 1, SUMMIT PARK SUBDIVISION FILING NO.2, COUNTY OF ARAPAHOE, STATE OF COLORADO.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **AUGUST 31, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **193,927.11** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first year at the yearly rate of **7.000000 %** from **AUGUST 31, 2008**, and Borrower promises to pay monthly payments of principal and interest in the amount of \$ **1,304.60** beginning on the **1ST** day of **OCTOBER, 2008**. During the second year, interest will be charged at the yearly rate of **7.500000 %** from **SEPTEMBER 1, 2009**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,368.33** beginning on the **1ST** day of **OCTOBER, 2009**. During the third year, interest will be charged at the yearly rate of **8.500000 %** from **SEPTEMBER 1, 2010**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,496.60** beginning on the **1ST** day of **OCTOBER, 2010**. During the fourth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **9.500000 %**, from **SEPTEMBER 1, 2011**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,626.45** beginning on the **1ST** day of **OCTOBER, 2011** and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 01, 2037**, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the 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 the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- ~~XXXXXXXXXX~~
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
 - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

_____ [Space Below This Line for Acknowledgments] _____

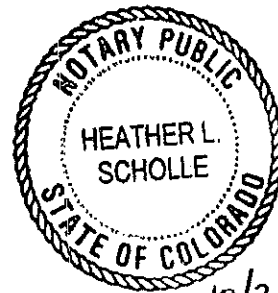
BORROWER'S ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 21st day of August, 2008 by
PHILLIP PATRICK MALONEY AND BARBARA LYNN SELLERS

Witness my hand and official seal.

HS
Heather Scholle - Notary
Title of Officer
Date My Commission Expires 10/20/10



My Comm. Expires 10/20/10

LENDER'S ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by

Witness my hand and official seal.

Title of Officer
Date My Commission Expires

MALONEY
4232 S FAIRPLAY CIR UNIT F
AURORA, COLORADO 80014
AMERICAN HOME MORTGAGE SERVICING, INC.

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Phillip Patrick Maloney 8/21/08
Borrower _____ Date
PHILLIP PATRICK MALONEY

Barbara Lynn Sellers 8/21/08
Borrower _____ Date
BARBARA LYNN SELLERS

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

[REDACTED]

MALONEY
4232 S FAIRPLAY CIR UNIT F
AURORA, COLORADO 80014
AMERICAN HOME MORTGAGE SERVICING, INC.

00255050

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of
AMERICAN HOME MORTGAGE SERVICING, INC.

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Phillip Patrick Maloney 8/21/08

PHILLIP PATRICK MALONEY Date

Barbara Lynn Sellers 8/21/08

BARBARA LYNN SELLERS Date

Date

Date

Date

Date

Loan No. [REDACTED]
Borrower **PHILLIP PATRICK MALONEY AND BARBARA LYNN SELLERS**

Address **4232 S FAIRPLAY CIR UNIT F, AURORA, COLORADO 80014**

Colorado Notice to Cosigner

You agree to pay the debt identified below although you may not personally receive any goods, services or money. You may be sued for payment although the person who receives the goods, services of money is able to pay. This notice is not the contract that obligates you to pay the debt. Read the contract for the exact terms of your obligation.

IDENTIFICATION OF DEBT YOU MAY HAVE TO PAY PHILLIP PATRICK MALONEY AND BARBARA LYNN SELLERS

(Name of Debtor)

AMERICAN HOME MORTGAGE SERVICING, INC.

(Name of Creditor)
AUGUST 31, 2008
(Date)

Fannie Mae Step Rate Modification
(Kind of Debt)

By signing below, you acknowledge receiving a copy of this Notice.

Barbara Lynn Sellers 8/21/08
Cosigner **BARBARA LYNN SELLERS** Date Cosigner Date

Cosigner Date Cosigner Date

ASSIGNMENT OF DEED OF TRUST

Date of Assignment: August 2, 2010
Assignor: Sand Canyon Corporation f/k/a Option One Mortgage Corporation
Assignee: Wells Fargo Bank, N.A., as Trustee for the Certificateholders of Soundview Home Loan Trust 2007-OPT4, Asset-Backed Certificates, Series 2007-OPT4
Date of Deed of Trust: July 13, 2007
Recording Date: July 19, 2007
County of Recording: Arapahoe
Recorded: At Reception No. B7092534***

KNOW ALL MEN BY THESE PRESENTS that on, July 13, 2007, Phillip Patrick Maloney and Barbara Lynn Sellers, did grant, bargain, sell and convey the property described in the Deed of Trust to the Public Trustee of the County in which said Deed of Trust was recorded, which property was to be held in trust, by such Public Trustee for the use and benefit of Assignor, to secure the payment of a Promissory Note for the original principal sum of \$180,000.00, together with interest.

NOW THEREFORE, in consideration of the sum of ten dollars and other valuable consideration, paid to the Assignor, the receipt, adequacy and sufficiency of which is hereby acknowledged, Assignor hereby assigns unto the said Assignee, the said Deed of Trust and note secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all powers and of all the covenants and provisos therein contained, and said Assignor hereby grants and conveys unto the said Assignee, all of Assignor's beneficial right, title and interest, under the Deed of Trust, in and to the following described property, situated in the County of Arapahoe, State of Colorado, to wit:

LOT 339, BLOCK 1, SUMMIT PARK SUBDIVISION FILING NO. 2, COUNTY OF ARAPAHOE, STATE OF COLORADO.

*** LOAN MODIFICATION AGREEMENT SIGNED BY PHILLIP PATRICK MALONEY AND BARBARA LYNN SELLERS ON AUGUST 21, 2008

also known by street and number as: 4232 S Fairplay Cir Unit F, Aurora, CO 80014-6163

TO HAVE AND TO HOLD the said Deed of Trust and note, and also the said property unto the said Assignee forever, subject to the terms contained in said Deed of Trust and note.

IN WITNESS WHEREOF, the Assignor has executed this assignment the day and year first above written

ASSIGNOR: Sand Canyon Corporation f/k/a Option One Mortgage Corporation

By: [Signature]
Name: Joseph Kaminski
Title: Assistant Secretary

STATE OF Florida }
} ss.
COUNTY OF Duval }

The foregoing instrument was acknowledged before me on August 4, 2010 by Joseph Kaminski as Assistant Secretary of Sand Canyon Corporation f/k/a Option One Mortgage Corporation, Assignor.

Witness my hand and seal.
My Commission Expires: 4-30-2013
NOTARY PUBLIC STATE OF FLORIDA
Brenda L. Frazier
Commission # DD885641
Expires: APR. 30, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Notary Public

Return to:
Bankruptcy Dept., re:
Castle Meinhold & Stawiariski, LLC
999 18th St., Ste. 2201
Denver, CO 80202

SER1 ██████████ CUSTOMER SERVICE INV ██████████ 08/09/10 17:22:10
 BARBARA LYNN SELLERS ██████████ OC TYPE CONV. RES. ARM MAN B
 PHILLIP PATRICK MALONEY ██████████ IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* HIST -----* LOAN HISTORY *----- (MORE)

<u>PROC-DT</u>	<u>DUE-DT</u>	<u>TRAN</u>	<u>TRAN-DESCRIPTION</u>	<u>TRAN-EFFECTIVE-DATE</u>
<u>TRAN-AMT</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>ESCROW</u>	<u>AMOUNT/CD/DESCRIPTION</u>
09-04-08	05-08	312	COUNTY TAX DISBURSEMENT	
1,207.37-	0.00	0.00	1,207.37-	PAYEE = 05005
			1,207.37-	
08-15-08	00-00	632	STATUTORY EXPENSES	
1,085.40	0.00	0.00	0.00	1,085.40 MTGR REC CORP ADV BA
08-15-08	00-00	630	ATTORNEY ADVANCES	
720.00	0.00	0.00	0.00	720.00 MTGR REC CORP ADV BA
08-08-08	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
105.00	0.00	0.00	0.00	105.00 MTGR REC CORP ADV BA
08-05-08	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
8.50	0.00	0.00	0.00	8.50 MTGR REC CORP ADV BA

-----* PF2 FOR ADDL MESSAGES *-----

PRESS PF14 FOR MEMOS

ACTIVE CH 7 BANKRUPTCY

HMPQUT: HAMP MOD PACKAGE SENT

REMOVED LOSS MITIGATION

SUSPENDED FORECLOSURE

SER1 [REDACTED] CUSTOMER SERVICE INV: [REDACTED] 08/09/10 17:22:10
 BARBARA LYNN SELLERS [REDACTED] OC TYPE CONV. RES: ARM MAN B
 PHILLIP PATRICK MALONEY [REDACTED] IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* LOAN HISTORY *----- (MORE)
 HIST-----

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION	TRAN-EFFECTIVE-DATE
09-12-08	10-08	494		0.00	0.00	0.00	0.00		
09-11-08	00-00	632	STATUTORY EXPENSES	266.48	0.00	0.00	0.00	266.48	MTGR REC CORP ADV BA
09-11-08	10-08	143	ADJUSTMENT						
NEW DUE DATE: 10-01-08, OLD DUE DATE: 12-01-07									
09-11-08	12-07	143	ADJUSTMENT	0.00	14,178.42	0.00	0.00		
193,927.11									
09-05-08	12-07	161	ESCROW ADVANCE	1,207.37	0.00	0.00	1,207.37		

---* PF2 FOR ADDL MESSAGES *---

PRESS PF14 FOR MEMOS

HMPROT: HAMP MOD PACKAGE SENT

REMOVED LOSS MITIGATION

ACTIVE CH 7 BANKRUPTCY

SUSPENDED FORECLOSURE

SER1 [REDACTED] CUSTOMER SERVICE INV [REDACTED] 08/09/10 17:22:10
 BARBARA LYNN SELLERS [REDACTED] OC TYPE CONV. RES. ARM MAN B
 PHILLIP PATRICK MALONEY [REDACTED] IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* LOAN HISTORY *----- (MORE)
 HIST-----

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCRW	AMOUNT/CD/DESCRIPTION
09-17-08	10-08	170	LOAN CLOSING OR PREDISTRIBUTED PAYMENT	
0.00	0.00	0.00	0.00	50.00 * 50.00-
09-17-08	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
50.00-	0.00	0.00	0.00	50.00- MTGR REC CORP ADV BA
09-17-08	10-08	170	LOAN CLOSING OR PREDISTRIBUTED PAYMENT	
0.00	0.00	501.08	0.00	501.08-
09-17-08	10-08	168	REPAY OF ESCROW ADVANCE	
0.00	0.00	0.00	1,207.37-	1,207.37
09-17-08	10-08	170	LOAN CLOSING OR PREDISTRIBUTED PAYMENT	
0.00	0.00	0.00	1,759.32	1,759.32-
			551.95	

-----* PF2 FOR ADDL MESSAGES *-----
 PRESS PF14 FOR MEMOS
 HMPROT: HAMP MOD PACKAGE SENT
 REMOVED LOSS MITIGATION
 ACTIVE CH 7 BANKRUPTCY
 SUSPENDED FORECLOSURE

SER1 ██████████ CUSTOMER SERVICE INV ██████████ 08/09/10 17:22:10
 BARBARA LYNN SELLERS ██████████ OC TYPE CONV. RES. ARM. MAN. B
 PHILLIP PATRICK MALONEY ██████████ IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
09-17-08	10-08	170	LOAN CLOSING OR PREDISTRIBUTED PAYMENT	
0.03	0.00	0.00	0.00	0.03
09-17-08	10-08	170	LOAN CLOSING OR PREDISTRIBUTED PAYMENT	
0.01	0.00	0.00	0.00	450.00 W MODIFICATION FEE W 449.99
09-17-08	10-08	170	LOAN CLOSING OR PREDISTRIBUTED PAYMENT	
0.01	0.00	0.00	0.00	19.20 8 PROP. INSPECT FEE 8 19.19
09-17-08	10-08	170	LOAN CLOSING OR PREDISTRIBUTED PAYMENT	
0.01	0.00	0.00	0.00	155.30 1 LATE CHARGES FEE 1 155.29

-----* PF2 FOR ADDL MESSAGES *-----

PRESS PF14 FOR MEMOS ACTIVE CH 7 BANKRUPTCY
 HMPROT: HAMP MOD PACKAGE SENT
 REMOVED LOSS MITIGATION SUSPENDED FORECLOSURE

SER1 ██████████ CUSTOMER SERVICE INV ██████████ 08/09/10 17:22:10
 BARBARA LYNN SELLERS ██████████ OC TYPE CONV. RES. ARM MAN B
 PHILLIP PATRICK MALONEY ██████████ IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* HIST -----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
	193,742.18			
09-26-08	10-08	175	PRINCIPAL PAYMENT	09-25-08
0.00	11.50	0.00	0.00	11.50-
	193,915.61			
09-25-08	10-08	173	PAYMENT	
0.00	0.00	0.00	0.00	126.90 * 126.90-
09-25-08	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
126.90-	0.00	0.00	0.00	126.90- MTGR REC CORP ADV BA
09-22-08	00-00	632	STATUTORY EXPENSES	
50.00	0.00	0.00	0.00	50.00 MTGR REC CORP ADV BA

-----* PF2 FOR ADDL MESSAGES *-----

PRESS PF14 FOR MEMOS ACTIVE CH 7 BANKRUPTCY
 HMPDUT: HAMP MOD PACKAGE SENT
 REMOVED LOSS MITIGATION SUSPENDED FORECLOSURE

SER1 ██████████ CUSTOMER SERVICE INV: ██████████ 08/09/10 17:22:10
 BARBARA LYNN SELLERS ██████████ OC TYPE CONV. RES. ARM MAN B
 PHILLIP PATRICK MALONEY ██████████ IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* HIST -----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
12-16-08	12-08	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	65.23-1 LATE CHARGES FEE 1
12-04-08	12-08	173	PAYMENT	
0.00	0.00	0.00	0.00	65.23 1 LATE CHARGES FEE 1
				65.23--
12-03-08	11-08	172	PAYMENT	
1,642.49	174.44	1,130.16	272.66	65.23
	1,93,567.74		824.61	
11-17-08	11-08	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	65.23-1 LATE CHARGES FEE 1
10-15-08	10-08	173	PAYMENT	
1,304.60	173.43	1,131.17	0.00	

---* PF2 FOR ADDL MESSAGES *---

PRESS RE14 FOR MEMOS ACTIVE CH 7 BANKRUPTCY
 HMPDUT: HAMP MOD PACKAGE SENT
 REMOVED LOSS MITIGATION SUSPENDED FORECLOSURE

SER1 ██████████ CUSTOMER SERVICE INV ██████████ 08/09/10 17:22:10
 BARBARA LYNN SELLERS ██████████ GC TYPE CONV. RES. ARM MAN B
 PHILLIP PATRICK MALONEY ██████████ IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* HIST -----* LOAN HISTORY *----- (MORE)

<u>PROC-DT</u>	<u>DUE-DT</u>	<u>TRAN</u>	<u>TRAN-DESCRIPTION</u>	<u>TRAN-EFFECTIVE-DATE</u>
<u>TRAN-AMT</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>ESCROW</u>	<u>AMOUNT/CD/DESCRIPTION</u>
	193,215.81		1,989.58	
01-27-09	01-09	173	PAYMENT	
0.00	0.00	0.00	0.00	65.23-1 LATE CHARGES FEE 1
				65.23--
01-26-09	12-08	172	PAYMENT	
1,642.49	175.45	1,129.15	272.66	65.23
	193,392.29		1,716.92	
01-19-09	12-08	164	TAX REFUND DEPOSIT	
619.65	0.00	0.00	619.65	FR PAY = 3400000142
			1,444.26	OVERPMT
01-18-09	12-08	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	65.23-1 LATE CHARGES FEE 1

---* PF2 FOR ADDL MESSAGES *---

PRESS PF14 FOR MEMOS ACTIVE CH 7 BANKRUPTCY
HMPQUT: HAMP MOD PACKAGE SENT
REMOVED LOSS MITIGATION SUSPENDED FORECLOSURE

SER1 [REDACTED] CUSTOMER SERVICE INV: [REDACTED] 08/09/10 17:22:10
 BARBARA LYNN SELLERS [REDACTED] OC TYPE CONV. RES. ARM MAN B
 PHILLIP PATRICK MALONEY [REDACTED] IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESGROW	AMOUNT/CD/DESCRIPTION
02-19-09	02-09	312	COUNTY TAX DISBURSEMENT	
594.76-	0.00	0.00	594.76-	PAYEE = 05005
			1,394.82	
02-16-09	02-09	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	65.23-1 LATE CHARGES FEE 1
02-14-09	02-09	173	PAYMENT	
0.00	0.00	0.00	0.00	
02-14-09	02-09	170	LOAN CLOSING OR PREDISTRIBUTED PAYMENT	
0.00	0.00	0.00	0.00	65.23 1 LATE CHARGES FEE 1
				65.23-
02-13-09	01-09	172	PAYMENT	
1,642.49	176.48	1,128.12	272.66	65.23

---* PF2 FOR ADDL MESSAGES *---

PRESS PF14 FOR MEMOS

HMRBOUT: HAMP MOD PACKAGE SENT

REMOVED LOSS MITIGATION

ACTIVE CH 7 BANKRUPTCY

SUSPENDED FORECLOSURE

SER1 [REDACTED] CUSTOMER SERVICE INV [REDACTED] 08/09/10 17:22:10
 BARBARA LYNN SELLERS [REDACTED] OC TYPE CONV. RES: ARM MAN B
 PHILLIP PATRICK MALONEY [REDACTED] IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10
 -----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
05-05-09	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
85.00	0.00	0.00	0.00	85.00 MTGR REC CORP ADV BA
05-05-09	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
100.00	0.00	0.00	0.00	100.00 MTGR REC CORP ADV BA
04-20-09	02-09	172	PAYMENT	
1,642.49	177.51	1,127.09	272.66	65.23
	193,038.30		1,667.48	
04-16-09	02-09	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	65.23-1 LATE CHARGES FEE 1
03-16-09	02-09	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	65.23-1 LATE CHARGES FEE 1

---* PF2 FOR ADDL MESSAGES *---
 PRESS PF14 FOR MEMOS
 HMPROT: HAMP MOD PACKAGE SENT
 REMOVED LOSS MITIGATION

ACTIVE CH 7 BANKRUPTCY
 SUSPENDED FORECLOSURE

SER1 ██████████ CUSTOMER SERVICE INV ██████████ 08/09/10 17:22:10
 BARBARA LYNN SELLERS ██████████ OC TYPE CONV. RES. ARM MAN B
 PHILLIP PATRICK MALONEY ██████████ IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* HIST -----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE			
		<u>TRAN-AMT</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>ESGROW</u>	<u>AMOUNT/CD/DESCRIPTION</u>	
08-10-09	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES				
		9.60	0.00	0.00	0.00	9.60	MTGR REC CORP ADV BA
07-24-09	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES				
		9.60	0.00	0.00	0.00	9.60	MTGR REC CORP ADV BA
06-16-09	03-09	152	LATE CHARGE ASSESSMENT				
		0.00	0.00	0.00	0.00	65.23-1	LATE CHARGES FEE 1
05-26-09	05-09	312	COUNTY TAX DISBURSEMENT				
		594.74	0.00	0.00	594.74		PAYEE = 05005
					1,072.74		
05-16-09	03-09	152	LATE CHARGE ASSESSMENT				
		0.00	0.00	0.00	0.00	65.23-1	LATE CHARGES FEE 1

-----* PF2 FOR ADDL MESSAGES *-----

PRESS PF14 FOR MEMOS ACTIVE CH Z BANKRUPTCY
HMPROUT: HAMP MOD PACKAGE SENT
REMOVED LOSS MITIGATION SUSPENDED FORECLOSURE

SER1. ██████████ CUSTOMER SERVICE INV ██████████ 08/09/10 17:22:10
 BARBARA LYNN SELLERS ██████████ OC TYPE CONV. RES. ARM MAN B
 PHILLIP PATRICK MALONEY ██████████ IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
11-05-09	00-00	632	STATUTORY EXPENSES	
5.32	0.00	0.00	0.00	5.32 MTGR REC CORP ADV BA
11-05-09	00-00	630	ATTORNEY ADVANCES	
125.00	0.00	0.00	0.00	125.00 MTGR REC CORP ADV BA
11-02-09	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
9.60	0.00	0.00	0.00	9.60 MTGR REC CORP ADV BA
10-08-09	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
9.60	0.00	0.00	0.00	9.60 MTGR REC CORP ADV BA
10-05-09	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
100.00	0.00	0.00	0.00	100.00 3RD REC CORP ADV
08-31-09	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
8.50	0.00	0.00	0.00	8.50 MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *---

PRESS PF14 FOR MEMOS

HMPDUT: HAMP MOD PACKAGE SENT
 REMOVED LOSS MITIGATION

ACTIVE CH 7 BANKRUPTCY

SUSPENDED FORECLOSURE

SER1 ██████████ CUSTOMER SERVICE INV ██████████ 08/09/10 17:22:10
 BARBARA LYNN SELLERS ██████████ OC TYPE CONV. RES. ARM MAN. B
 PHILLIP PATRICK MALONEY ██████████ IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* LOAN HISTORY *----- (MORE)
 ~HIST~

PROC-DI	DUE-DI	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
02-12-10	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
9.60	0.00	0.00	0.00	9.60 MTGR REC CORP ADV BA
01-20-10	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
9.60	0.00	0.00	0.00	9.60 MTGR REC CORP ADV BA
12-16-09	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
9.60	0.00	0.00	0.00	9.60 MTGR REC CORP ADV BA
11-16-09	00-00	632	STATUTORY EXPENSES	
1,338.51	0.00	0.00	0.00	1,338.51 MTGR REC CORP ADV BA
11-16-09	00-00	630	ATTORNEY ADVANCES	
787.50	0.00	0.00	0.00	787.50 MTGR REC CORP ADV BA
11-11-09	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
4.25	0.00	0.00	0.00	4.25 MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *---

PRESS PF14 FOR MEMOS ACTIVE CH 7 BANKRUPTCY
 HMPQUIT: HAMP MOD PACKAGE SENT
 REMOVED LOSS MITIGATION SUSPENDED FORECLOSURE

SER1 ██████████ CUSTOMER SERVICE INV ██████████ 08/09/10 17:22:10
 BARBARA LYNN SELLERS ██████████ CC TYPE CONV. RES. ARM. MAN. B
 PHILLIP PATRICK MALONEY ██████████ IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* HIST -----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
04-08-10	03-09	351	HAZARD INSURANCE DISBURSEMENT (PRIMARY POLICY)	
1,775.94-	0.00	0.00	1,775.94-	PAYEE = 7ZCS1
			1,159.77-	
03-16-10	03-09	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	68.42-1 LATE CHARGES FEE 1
03-15-10	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
9.60	0.00	0.00	0.00	9.60 MTGR REC CORP ADV BA
02-16-10	03-09	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	68.42-1 LATE CHARGES FEE 1
02-12-10	02-10	312	COUNTY TAX DISBURSEMENT	
456.57-	0.00	0.00	456.57-	PAYEE = 05005
			616.17	

-----* PF2 FOR ADDL MESSAGES *-----

PRESS PF14 FOR MEMOS ACTIVE CH 7 BANKRUPTCY
 HMPQUT: HAMP MOD PACKAGE SENT
 REMOVED LOSS MITIGATION SUSPENDED FORECLOSURE

SER1 ██████████ CUSTOMER SERVICE INV ██████████ 08/09/10 17:22:10
 BARBARA LYNN SELLERS ██████████ OC TYPE CONY. RES. ARM MAN B
 PHILLIP PATRICK MALONEY ██████████ IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* HIST -----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
05-17-10	03-09	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	68.42-1 LATE CHARGES FEE 1
04-30-10	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
85.00	0.00	0.00	0.00	85.00 3RD REC CORP ADV
04-28-10	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
100.00	0.00	0.00	0.00	100.00 MTGR REC CORP ADV BA
04-16-10	03-09	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	68.42-1 LATE CHARGES FEE 1
04-16-10	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
9.60	0.00	0.00	0.00	9.60 MTGR REC CORP ADV BA
04-08-10	03-09	161	ESCROW ADVANCE	
1,159.77	0.00	0.00	1,159.77	

---* PF2 FOR ADDL MESSAGES *---

PRESS F14 FOR MEMOS ACTIVE CH 7 BANKRUPTCY
 HMPROT: HAMP MOD PACKAGE SENT
 REMOVED LOSS MITIGATION SUSPENDED FORECLOSURE

SER1 ██████████ CUSTOMER SERVICE INV ██████████ 08/09/10 17:22:10
 BARBARA LYNN SELLERS ██████████ OC TYPE CONV. RES. ARM MAN B
 PHILLIP PATRICK MALONEY ██████████ IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* HIST -----* LOAN HISTORY *----- (MORE)

<u>PROC-DT</u>	<u>DUE-DT</u>	<u>TRAN</u>	<u>TRAN-DESCRIPTION</u>	<u>TRAN-EFFECTIVE-DATE</u>
<u>TRAN-AMT</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>ESCROW</u>	<u>AMOUNT/CD/DESCRIPTION</u>
06-15-10	03-10	351	HAZARD INSURANCE DISBURSEMENT (PRIMARY POLICY)	
1,775.94-	0.00	0.00	1,775.94-	PAYEE = 7ZCS1
			3,392.24-	
06-10-10	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
85.00	0.00	0.00	0.00	85.00 3RD REC CORP ADV
05-28-10	03-09	161	ESCROW ADVANCE	
456.53	0.00	0.00	456.53	
05-28-10	05-10	312	COUNTY TAX DISBURSEMENT	
456.53-	0.00	0.00	456.53-	PAYEE = 05005
			1,616.30-	
05-18-10	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
9.60	0.00	0.00	0.00	9.60 MTGR REC CORP ADV BA

-----* PF2 FOR ADDL MESSAGES *-----

PRESS PF14 FOR MEMOS ACTIVE CH 7 BANKRUPTCY
HMPDUT: HAMP MOD PACKAGE SENT
REMOVED LOSS MITIGATION SUSPENDED FORECLOSURE

SER1 ██████████ CUSTOMER SERVICE INV ██████████ 08/09/10 17:22:10
 BARBARA LYNN SELLERS ██████████ OC TYPE CONV. RES: ARM MAN B
 PHILLIP PATRICK MALONEY ██████████ IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* LOAN HISTORY *----- (MORE)
 ~HIST~

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
07-16-10	03-09	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	68.42+1 LATE CHARGES FEE 1
06-23-10	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
9.60	0.00	0.00	0.00	9.60 MTGR REC CORP ADV BA
06-22-10	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
3.58	0.00	0.00	0.00	3.58 MTGR REC CORP ADV BA
06-16-10	03-09	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	68.42+1 LATE CHARGES FEE 1
06-16-10	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
100.00	0.00	0.00	0.00	100.00 3RD REC CORP ADV
06-15-10	03-09	161	ESCROW ADVANCE	
1,775.94	0.00	0.00	1,775.94	

---* PF2 FOR ADDL MESSAGES *---

PRESS PF14 FOR MEMOS

HMPROT: HAMP MOD PACKAGE SENT

REMOVED LOSS MITIGATION

ACTIVE CH 7 BANKRUPTCY

SUSPENDED FORECLOSURE

SER1 ██████████ CUSTOMER SERVICE INV ██████████ 08/09/10 17:22:10
 BARBARA LYNN SELLERS ██████████ OC TYPE CONV. RES. ARM MAN B
 PHILLIP PATRICK MALONEY ██████████ IR 7.00000 BR 00 000-000-0000
 4232 S FAIRPLAY CIR UN AURORA CO 80014 000-000-0000
 CCN018 < CCN VIEW LOAN ACTIVITY >: 08/08/10

-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
08-09-10	03-09	168	REPAY OF ESCROW ADVANCE	
0.00	0.00	0.00	1,775.94-	1,775.94
08-09-10	03-09	163	HAZARD INSURANCE DEPOSIT	
1,775.94	0.00	0.00	1,775.94	1,227.50-
08-09-10	03-09	168	REPAY OF ESCROW ADVANCE	
0.00	0.00	0.00	388.80-	388.80
08-09-10	03-09	163	HAZARD INSURANCE DEPOSIT	
388.80	0.00	0.00	388.80	3,003.44-
07-28-10	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
9.60	0.00	0.00	0.00	9.60 3RD REC CORP ADV

-----* PF2 FOR ADDL MESSAGES *-----
 PRESS PF14 FOR MEMOS ACTIVE CH 7 BANKRUPTCY
 HMPROT: HAMP MOD PACKAGE SENT
 REMOVED LOSS MITIGATION SUSPENDED FORECLOSURE

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

In re:

Bankruptcy No. 10-24850-MER
Chapter 7

PHILLIP P. MALONEY, XXX-XX-5370
BARBARA L. SELLERS, XXX-XX-2908
Debtors,

WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF
SOUNDVIEW HOME LOAN TRUST 2007-OPT4, ASSET-BACKED CERTIFICATES,
SERIES 2007-OPT4,
Movant,

PHILLIP P. MALONEY, XXX-XX-5370
BARBARA L. SELLERS, XXX-XX-2908, and
Harvey Sender,
The Chapter 7 Trustee,
Respondents,

LOCAL BANKRUPTCY FORM 4001-1.1

**NOTICE OF MOTION FOR RELIEF FROM STAY AND OPPORTUNITY FOR
HEARING PURSUANT TO 11 U.S.C. § 362(d)**

OBJECTION DEADLINE: September 1, 2010

YOU ARE HEREBY NOTIFIED that a Motion for Relief for Stay has been filed, a copy of which is attached hereto.

A hearing on the motion has been set for **September 8, 2010 at 9:30 AM** at the U.S. Bankruptcy Court, U.S. Custom House, 721 19th Street, **Courtroom D** Fifth Floor, Denver Colorado 80202. The hearing will be conducted in accordance with the provisions of L.B.R. 4001-1.

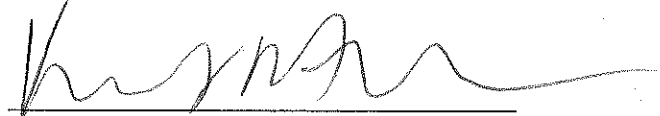
IF YOU DESIRE TO OPPOSE THIS MOTION, you must file with this court a WRITTEN OBJECTION to the motion on or before the objection deadline stated above and serve a copy upon Movant's attorney, whose address is listed below.

If you file an objection, you are REQUIRED to comply with L.B.R. 4001-1 regarding hearing procedures, including (1) the timely submission and exchange of witness lists and exhibits and (2) attendance at the above-scheduled hearing in person or through counsel, if represented.

IF YOU FAIL TO FILE AN OBJECTION, the scheduled hearing will be vacated and an order granting the relief requested may be granted without further notice to you.

Dated: August 16, 2010

CASTLE MEINHOLD & STAWIARSKI, LLC



Deanna L. Westfall, #23449

Britney Beall-Eder, #34935

Katharine E. Fisher #39230

Kimberly Martinez, #40351

BankruptcyDept@cmsatty.com

Attorneys for Movant

999 18th Street, Suite 2201

Denver, CO 80202

303-865-1440

303-865-1410 (facsimile)

In re:

PHILLIP P. MALONEY, XXX-XX-5370,
BARBARA L. SELLERS, XXX-XX-2908

Case No. 10-24850-MER

CERTIFICATE OF MAILING

The undersigned hereby certifies that on 8-16-10, the foregoing **NOTICE OF HEARING OR PRELIMINARY HEARING** with a copy of the **MOTION FOR RELIEF FROM AUTOMATIC STAY** was placed in the United States mail, first class postage prepaid, to the following:

Phillip P. Maloney
4232 S. Fairplay Cir. #F
Aurora, CO 80014

Barbara L. Sellers
4232 S. Fairplay Cir. #F
Aurora, CO 80014

Matthew R. Osborne, Esq.
2055 S. Oneida St.
Ste. 370
Denver, CO 80224

Harvey Sender
Chapter 7 Trustee
1660 Lincoln St.
Ste. 2200
Denver, CO 80264

US Trustee
999 18th St.
Ste. 1551
Denver, CO 80202

File No. 09-15270

