

#2008-0462

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

FILED
SUPERIOR COURT OF NJ
FEB 13 2009

ENTERED ON ACMS

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY

:
: Docket No.F-12418-08

Plaintiff

vs.

:
: CIVIL ACTION

William P. Wolf, et al.

:
: **PROOF OF MAILING**

Defendant(s)

1. I, the undersigned, am a legal assistant with POWERS KIRN, LLC, attorneys for Plaintiff in the above entitled matter.

2. On July 16, 2008, I mailed in the United States Post Office in Mount Laurel, New Jersey, a sealed envelope with postage prepaid thereon, by regular mail to:

William P. Wolf
2340 Woodland Road
Manchester NJ 08759

Donna J. Raney
607 N. 2nd St. East
Haskell TX 79521

Mr. Raney, husband of Donna J. Raney
607 N. 2nd St. East
Haskell TX 79521

State of New Jersey
25 Market Street, CN 112
Trenton NJ 08625

containing a copy of the Filed Request to Enter Default.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.


Carol R. Romero

Dated: July 16, 2008

12418-08

Resubmitted
2/5/09
kim

RETURN NOTICE

Your papers cannot be processed at this time because of deficiencies noted below. Please resubmit all items requested below, along with all papers returned herewith and this notice to the above address.

1. Prior lien holders are not proper parties defendant to a mortgage foreclosure action (except for judgments prior to a purchase money mortgage being foreclosed). See 30 N.J. Prac. § 29.13; N.J.S.A. 46:9-8.
2. Municipal tax liens cannot be extinguished in a mortgage foreclosure action. N.J.S.A. 54:5-9
3. Submit dismissal as to defendant(s) _____
4. Fictitiously named defendants are not designated in compliance with R.4:26-5.
5. Order Correcting Clerical Error/Defendant's Name must be submitted to this office. R. 1:34-6(l), (2).
6. Guardian ad litem must be appointed for infant or incompetent defendant. R.4:43-2(b); R.4:64-1 (f).
7. No proof of service on file as to _____
8. Service on county prosecutor required where State of New Jersey made a party defendant because of recognizance. R.4:4-(a)(7).
9. Affidavit of inquiry required for substituted service. R.4:4-3; R.4:4-4(b); R.4:4-5; R.4:4-7.
A. Supply postal service verification that out-of-state defendant resides address mailed to. *for Donna Raney*
10. Proceed before the Chancery Judge of the vicinage for relief requested.
11. 60 day summons required for service on the United States Of America and the State of New Jersey 28 U.S.C. § 2410(b). R.4:64-1(g). 30A NJ Prac. § 30.21
12. Dual service on U.S.A. required. See requirements in 28 U.S.C.A. 24-10 (b)
13. Acknowledgment of service by non-attorney must be notarized. R.4:4-6.
14. Request and affidavit of default must be filed as to _____ R.4:43-1.
15. Default period has expired as to _____. Submit order to enter default to this office with notice to defaulting defendant(s). R.4:43-1; R. 1:6-3.
16. Judgment period has expired. Notice of motion for judgment must be given to all parties in default. Submit notice and proof of service of the notice. R.4:43-2(d); R. 1:6-3.
17. Notice of motion for judgment must be given to all appearing parties (even if answer stricken). Submit notice and proof of service of notice. R.4:64- l(b).
18. 33 days notice of motion for judgment must be given when there are other encumbrances. R.4:64-1(30days) and R.1:3-3 (additional 3 days for mailed service of notice).
19. Default premature. Time to answer had not expired as of certification date. R.4:6-1(a).
20. A contested pleading has been filed. This office has no jurisdiction to proceed unless contest is removed. R.1:34-6; R.4:64-1.
21. Incorrect form of final judgment and/or writ of execution submitted. See 30B NJ Prac. Appendix G, pgs 450-458, Pg. 465
22. Incorrect form of proof of amount due. See 30 N.J. Prac. 597-98; 30 N.J. Prac. § 253 (Supp.) ¶ 1, ¶ 2.
A. Must have schedule in form shown on 30B NJ Prac., Pg. 441.
B. Late charges—specify amount per month, # of months and date of last charge (which may not be beyond date complaint filed).
C. Late charges may not be based on percentage of total principle balance.
D. Itemize escrow advances; only advances will be reimbursed, but not escrow deficiency.
E. Figures on proof do not add up.
F. Principal balance may not exceed face amount of mortgage unless specifically provided for in note or mortgage.
G. Interest appears high – please review and correct or explain.
H. Attorney fee in lien claim is too high.
I. Default rate of interest is too high.
23. One attorney certified copy of each of the following must be submitted: bond or note, recorded mortgage, assignment(s), if any.
24. Condominium association liens can only be foreclosed for exact monetary amount set forth in recorded claim of lien plus interest. See 30 NJ Prac. § 26.7, page 437; N.J.S.A. 46:8B-21 (a)
25. Submit proof that bankruptcy stay has been lifted.
26. All papers to be filed must be in pleading form. R.1:4-1.
27. Failure to comply with Fair Foreclosure Act (L. 1995,C.244) provision(s). See attached.
28. Substitution of attorney required.
29. Certification is postdated and is therefore a false oath.
30. Need consent of answering party.
31. If an original of any above item has been previously filed with Clerk, please submit a copy of your filed copy.

REMARKS

DATED:

1/27/09.

John R. Connolly, Esq.

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A. Supply postal service verification that out-of-state defendant resides address mailed to. — *to Danni Kuroy*
10. Proceed before the Chancery Judge of the vicinage for relief requested.
11. 60 day summons required for service on the United States Of America and the State of New Jersey 28 U.S.C. § 2410(b). R.4:64-1(g). 30A NJ Prac. § 30.21
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E. Figures on proof do not add up.
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H. Attorney fee in lien claim is too high.
I. Default rate of interest is too high.
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30. Need consent of answering party.
31. If an original of any above item has been previously filed with Clerk, please submit a copy of your filed copy.

REMARKSDATED: 1/27/09John R. Connolly, Esq.
388-8/00

I certify this to be a true copy.

Sarah E. Powers
Sarah E. Powers, An Attorney-
at-Law of the State of New Jersey.

INSTR # 2008053229
OR BK 14009 PG 0242
RECORDED 05/13/2008 09:39:00 AM
CARL W. BLOCK, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

2008-0462

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned hereby assigns, transfers and sets over unto: **The Bank of New York, as Trustee for the Holders of Structured Asset Mortgage Investments II Trust 2006-AR8, Mortgage Pass-Through Certificates, Series 2006-AR8**, c/o Countrywide Homes Loans, Inc., 7105 Corporate Drive, PTX-B209, Plano, TX 75024, all of its rights, title and interest in and to a certain mortgage which is dated September 7, 2006 and made by William P. Wolf and Donna J. Raney to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Bank, N.A., which mortgage was recorded on September 26, 2006, in the office of the Clerk of Mortgages for the County of Ocean in MORTGAGE BOOK 13344, page 1682&c and covers premises: **2340 Woodland Road, Manchester, New Jersey**, which mortgage secured a certain note/bond in the sum of \$240,000.00.

WITNESS that this assignment is dated March 14, 2008.

Mortgage Electronic Registration Systems,
Inc. as nominee for Countrywide Bank, N.A.

by: *M. Kelly Michie* corp.seal
M. Kelly Michie, 1st Vice President - name
Vice President - title

Duo cash

STATE OF TEXAS

SS

COUNTY OF COLLIN

On MAR 21 2008 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared M. Kelly Michie, 1st Vice President, Vice President to me personally known, who being duly sworn by me, did say that he/she is the Vice President of the Corporation named above which executed the within Assignment of Mortgage, that the seal affixed is the corporate seal; that said instrument was signed and sealed on behalf of the corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said Corporation.

Patricia Lucas
Notary Public
Commission Expires

RECORD AND RETURN TO:
POWERS KIRN, LLC
728 Marne Highway
P.O. Box 848
Moorestown, NJ 08057
(856) 802-1000



Superior Court of New Jersey

FILED
SUPERIOR COURT OF NJ
FEB 13 2009

ENTERED ON ACMS

Taxed Costs for Docket No. F- 12418-08

	<u>Allowed Amount</u>	<u>Maximum</u>
Plaintiff's costs, foreclosure (N.J.S.A. 22A:2-10):	\$ 50.00	\$50.00
Costs on application for writ of execution (N.J.S.A. 22A:2-10):	\$ 10.00	\$10.00
Fee for filing foreclosure complaint (N.J.S.A. 22A:2-8): (as of July 1, 2002 - \$200.00)	\$ 200.00	\$200.00
Fee for filing lis pendens (N.J.S.A. 2A:15-13): (as of July 21, 2003 the maximum fee is \$50.00)	\$ 40.00	\$ 50.00
Fees for filing motion(s) ____ @ \$30.00 per motion: (N.J.S.A. 22A:2-8)		
Search fees pursuant (R. 4:42-10(a)): (cannot exceed the greater of 1% of the total amount due plaintiff under the final judgment or \$500.00)	\$ 275.00	\$ 2,640.92 or \$500.00
Service of process on defendant(s): (N.J.S.A. 22A:2-8, R. 4:4-3(c) and R. 4:42-8(c))	\$ 66.00 35.00	Maximum of \$35 per Dft.
Costs for service of process by publication (N.J.S.A. 22A:2-8):	\$ 26.60	
Costs for service of process by mail (N.J.S.A. 22A:2-8):	\$ 11.32	
Subtotal	\$ 678.92	
Attorney's fees	\$ 2,790.92	
Total taxed costs	\$ 3,469.84 3,412.24	
Total amount due for FJ Order & Writ:	\$ 264,091.91	

Date Taxed and Filed: 2/13, 2008-2009

PL

JTC

#2008-0462

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

ENTERED ON ACMS **FILED**
SUPERIOR COURT OF NJ
FEB 13 2009

The Bank of New York, as Trustee
for the Holders of Structured Asset
Mortgage Investments II Trust
2006-AR8, Mortgage Pass-Through
Certificates, Series 2006-AR8

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY
:
: DOCKET NO.F-12418-08
:
: CIVIL ACTION
: NOTICE OF DISMISSAL OF DEFENDANT

Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

The above entitled matter against the below listed Defendants only is hereby
dismissed without prejudice and without costs:

Mrs. Wolf, wife of William P. Wolf

Mr. Raney, husband of Donna J. Raney

the heirs, devisees, and personal representatives of William P. Wolf and Mrs. Wolf, wife of
William P. Wolf and Donna J. Raney and Mr. Raney, husband of Donna J. Raney and his/her,
their, or any of their successors in right, title and interest.

POWERS KIRN, LLC
Attorneys for the Plaintiff

By: _____

Sarah E. Powers

Dated: May 21, 2008

FILED
SUPERIOR COURT OF NJ

APR 07 2009

FILED
APR 7 2009
SUPERIOR COURT
CLERK'S OFFICE

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8
Plaintiff

vs.

William P. Wolf, et al.
Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY
:
: Docket No.F-12418-08
:
: CIVIL ACTION
:
: **ORDER DIRECTING THE SHERIFF**
: **OF OCEAN COUNTY TO PAY**
: **PLAINTIFF ADDITIONAL FUNDS:**

THIS MATTER being opened to the Court by Sarah E. Powers, Attorney for Plaintiff, on application directing the Sheriff of Ocean County to pay plaintiff amounts over and above the judgment on the basis that it has advanced additional sums of money after final judgment for taxes, insurance and necessary items to protect the plaintiff's mortgage and for good cause shown:

IT IS on this 7th day of April, 20 09 ORDERED that the Sheriff pay to the plaintiff, in addition to its judgment, the additional sums which represent advances

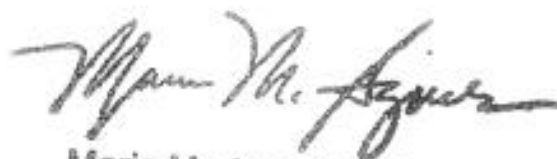
for real estate taxes and/or hazard insurance and/or mortgage insurance premiums in the sum of \$7725.43.

IT IS further ORDERED that a copy of this Order be served upon all answering defendants within 10 days from the date hereof.

IT IS further ORDERED that this shall only be effective if it is served and delivered upon the Sheriff prior to the foreclosure sale.

IT IS further ORDERED that this shall supersede all previous orders directing the Sheriff of Ocean County to pay plaintiff additional funds in this action.

Respectfully recommended
R. 1:34-6 OFFICE OF FORECLOSURE


Maria Marinari Sypek, P.J.Ch.

2008-0462

FILED
APR 7 2009
SUPERIOR COURT,
OCEAN COUNTY

FILED
SUPERIOR COURT OF NJ
APR 07 2009

#2008-0462

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8

Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY
:
: Docket No. F-12418-08
:
: CIVIL ACTION
:
: CERTIFICATION IN SUPPORT
: OF APPLICATION FOR ORDER
: DIRECTING PAYMENT OF
: ADDITIONAL FUNDS TO
: PLAINTIFF

MICALL BACHMAN

_____, hereby certifies:

1. I am 1ST VICE PRESIDENT of Countrywide Home Loans Servicing, LP, servicing agent for The Bank of New York, as Trustee for the Holders of Structured Asset Mortgage Investments II Trust 2006-AR8, Mortgage Pass-Through Certificates, Series 2006-AR8 and I have knowledge of the facts contained herein.

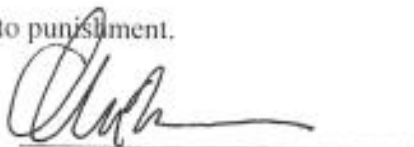
2. The judgment in this matter is based on a Certification of Proof of Amount Due dated August 25, 2008 and reflects the principal balance, interest and advances made by the plaintiff to that date.

3. Plaintiff has advanced additional funds for the preservation of the property and to protect its lien in the total amount of \$ 7725.43, which is broken down as follows:

Real estate taxes:	\$6800.43
Hazard Insurance:	\$925.00
Mortgage Insurance Premiums:	\$0.00

4. This certification is made in support of application directing the payment of additional funds to Plaintiff from a surplus fund, if any, at sale, the aforesaid advances.

5. I certify the above facts are true. I am aware that if any of the above facts are wilfully false, that I am subject to punishment.



MCALL BACHMAN, 1ST VICE PRESIDENT

Dated: March 9, 2009

#2008-0462

#2008-0462

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

✓
Default has been entered
is to this filed request and
affidavit of default of the
plaintiff.

Christian P. Haggins

REC'D & FILED
SUPERIOR COURT
OF NEW JERSEY

JUN 30 2008

Christian P. Haggins
ACTING CLERK

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8

Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY

FILED

: Docket No. F-12418-08

JUN 30 2008

: CIVIL ACTION SUPERIOR COURT
: CLERK'S OFFICE

: **REQUEST TO ENTER DEFAULT**
: **AND CERTIFICATION REGARDING**
: **SERVICE**

TO THE CLERK OF THE ABOVE NAMED COURT:

Please enter the default of the Defendants, **William P. Wolf, Donna J. Raney, Mr. Raney, husband of Donna J. Raney, State of New Jersey**, for failure to plead or otherwise defend, as provided by the Rules of Civil Practice of the Superior Court. There is annexed hereto a Certification in support of this request.

POWERS KIRN, LLC
Attorneys for the Plaintiff


By: 
Sarah E. Powers

Dated: June 24, 2008

Sarah E. Powers, hereby certifies:

1. I am an attorney at law of the State of New Jersey and am the person actually entrusted with the management of this matter.
2. Service of the Summons and Complaint and any amendments was made upon the defendant William P. Wolf by a private process server on April 8, 2008 as the return of service will disclose.
3. Service of the Summons and Complaint and any amendments was made upon the defendant Donna J. Raney by certified mail return receipt requested and regular mail, which service was effected on May 17, 2008 as shown in the enclosed proof of mailing.
4. Service of the Summons and Complaint and any amendments was made upon the defendant Mr. Raney, husband of Donna J. Raney by certified mail return receipt requested and regular mail, which service was effected on May 17, 2008 as shown in the enclosed proof of mailing.
5. Service was made upon the State of New Jersey by sending a Notice to the Attorney General of New Jersey, who acknowledged receipt on April 7, 2008 as set forth in the Notice filed herewith.
6. The time within which the Defendants may answer or otherwise move as to the Complaint has expired, and the Defendants have not answered or otherwise moved, and the time for the Defendants to answer or otherwise move has not been extended.
7. I certify the above facts are true. I am aware that if any facts are willfully false,

that I am subject to punishment.



Sarah E. Powers

DATED: June 24, 2008

#2008-0462

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

Default has been entered
as to this filed request and
affidavit of default of the
plaintiff

REC'D & FILED
SUPERIOR COURT
OF NEW JERSEY

JUN 30 2008

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8

Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

Christine V. Higgins
ACTING CLERK


Christine P. Higgins

SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY
:
: Docket No. F-12418-08
:
: CIVIL ACTION
:
: REQUEST TO ENTER DEFAULT
: AND CERTIFICATION REGARDING
: SERVICE

TO THE CLERK OF THE ABOVE NAMED COURT:

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POWERS KIRN, LLC
Attorneys for the Plaintiff

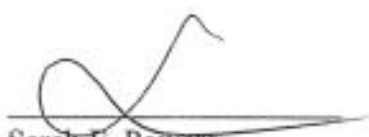
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that I am subject to punishment.



Sarah E. Powers

DATED: June 24, 2008

ENTERED ON ACMS

FILED
SUPERIOR COURT
OF NEW JERSEY

113750

ACCOUNT CHARGED
PAID
MAR 31 2008
SUPERIOR COURT OF NJ
GENERAL ESTATE UNIT

MAR 28 2008

Andrew J. Pita
NOTICE CLERK

#2008-0462

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8

Plaintiff

vs.

✓ William P. Wolf, his heirs, devisees, and
personal representatives and his/her, their, or
any of their successors in right, title and
interest, Mrs. Wolf, wife of William P.
Wolf, her heirs, devisees, and personal
representatives and his/her, their, or any of
their successors in right, title and interest,
✓ Donna J. Raney, her heirs, devisees, and
personal representatives and his/her, their, or
any of their successors in right, title and
interest, Mr. Raney, husband of Donna J.
Raney, his heirs, devisees, and personal
representatives and his/her, their, or any of
their successors in right, title and interest,
✓ State of New Jersey,

Defendant(s)

The Bank of New York, as Trustee for the Holders of Structured Asset Mortgage

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY

: Docket No. F- **12418-08**

CIVIL ACTION

COMPLAINT

*OK
ORF*

Investments II Trust 2006-AR8, Mortgage Pass-Through Certificates, Series 2006-AR8 having its principal place of business in New York, NY, the plaintiff in the above entitled cause, says:

FIRST COUNT

1. On the date set forth in 1-a following, the obligors named in 1-b following, in the sum set forth in 1-d following executed to said obligee so named in 1-c following, an obligation (bond/note) dated the date set forth in 1-a following, to secure the sum set forth in 1-d following, payable on the date set forth in 1-f following, with interest at the rate per annum set forth in 1-e following, payable as set forth in 1-g following.

1-a. Date: September 7, 2006

1-b. Obligors: William P. Wolf

1-c. Obligee: Countrywide Bank, N.A.

1-d. Amount of Obligation: \$240,000.00

1-e. Per annum interest rate: 8.125%

1-f. Due date of Obligation: October 1, 2036

1-g. Manner of payment of Obligation: By the payment of the sum of \$948.29 per month.

1-h. Monthly late charge: \$47.41

1-i. Default Date (Date Payment Due): September 1, 2007

2. To secure the payment of the aforesaid obligation, the parties named in paragraph 1-b above together with the parties named in 2-e below, if any additional mortgagors, executed to the obligee named in paragraph 2-d, a mortgage of even date with said obligation, and thereby conveyed to obligee named in 2-d in fee the land hereinafter described, on the express condition that such conveyance should be void if payment should be made at the time and times, and in the

manner described in said obligation. Said mortgage was duly recorded on the date set forth in 2-a following, in the County Office set forth in 2-b following, and in the County Mortgage Book set forth in 2-c following:

2-a. Date mortgage was recorded: September 26, 2006

2-b. County Office where mortgage was recorded: Clerk of Ocean County

2-c. Mortgage Book 13344 Page 1682&c

2-d. Mortgage Electronic Registration Systems, Inc. as nominee for

Countrywide Bank, N.A.

2-e. William P. Wolf and Donna J. Raney

3. The mortgaged premises are described as follows: ALL THAT certain land and premises situated in the Municipality of Manchester Township, County of Ocean , State of New Jersey, and more particularly described as follows:

BEGINNING at a point in the southeasterly sideline of Woodland Road distant 225 feet southwesterly from the intersection of the same with the southwesterly sideline of Hemlock Lane and running;

THENCE (1) South 33 degrees 00 minutes East 150.00 feet to a point;

THENCE (2) South 57 degrees 00 minutes West 75.00 feet to a point;

THENCE (3) North 33 degrees 00 minutes West 150.00 feet to a point in the southeasterly sideline of Woodland Road;

THENCE (4) Along the southeasterly sideline of Woodland Road, North 57 degrees 00 minutes East 75 feet to the point and place of **BEGINNING**.

BEING COMMONLY KNOWN AS: 2340 Woodland Road, Manchester Township, New Jersey

Block 60.18 Lot 6 Tax map of Manchester Township

4. The holder of the obligation and mortgage referred to in paragraphs 1 and 2 above assigned said obligation and mortgage as follows:

4-a. Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Bank, N.A. assigned its bond and mortgage to The Bank of New York, as Trustee for the Holders of Structured Asset Mortgage Investments II Trust 2006-AR8, Mortgage Pass-Through Certificates, Series 2006-AR8 which is being recorded in the aforesaid office.

5. The obligation aforesaid contained an agreement that if any installment payment of interest and principal, taxes and insurance premiums should remain unpaid for 30 days after the same shall fall due, the whole principal sum, with all unpaid interest, should at the option of the above named mortgagee or heirs, executors, administrators, representatives or assigns, become immediately due and payable.

6. The following instruments appear of record which affect or may affect the premises described in paragraph 3 above, all of which instruments are subordinate to the lien of the mortgage set forth in paragraph 2 above.

6-a. William P. Wolf executed the Mortgage as an unmarried person. The Present marital status of William P. Wolf cannot be ascertained and defendant Mrs. Wolf, wife of William P. Wolf, the unknown spouse of William P. Wolf, is hereby named for any interest this person may hold in the property. Any interest or possessory right of Mrs. Wolf, wife of William P. Wolf has in such property is subordinate and subject to the aforesaid mortgage.

6-b. Donna J. Raney executed the Mortgage as an unmarried person. The Present marital status of Donna J. Raney cannot be ascertained and defendant Mr. Raney, husband of Donna J. Raney, the unknown spouse of Donna J. Raney, is hereby named for any interest this person may hold in the property. Any interest or possessory right of Mr. Raney,

husband of Donna J. Raney has in such property is subordinate and subject to the aforesaid mortgage.

6-c. State of New Jersey (Division of Motor Vehicles) is a defendant because it has a judgment against defendant Donna J. Raney which was entered in the Superior Court of New Jersey on 01/04/2008, for \$748.00 under Judgment No. DJ-003054-2008.

7. Pursuant to the terms of the obligation referred to in paragraph 1 above (the terms of which are incorporated in the mortgage referred to in paragraph 2 above), the obligee named in said obligation reserved the right to pay taxes or other liens affecting the premises herein described, which liens are affecting the premises herein described, which liens are superior to the lien of the mortgage referred to in paragraph 2 above and which liens, when paid by the obligee or assignee, together with interest thereon as provided in said obligation and mortgage, are to be added to the amount due on the obligation and mortgage. The obligee may be required to pay such liens during the pendency of this action and will demand that such payments so made by said obligee or assignee be added to the mortgage debt as aforesaid.

8. The person or persons named in paragraph 1-b above, or the grantee or grantees, if any, of said person or persons, have defaulted in making the payments to the plaintiff herein as required by the terms of the obligation and mortgage referred to in paragraphs 1 and 2 above, and said payments have remained unpaid for more than 30 days from the date of said payments due, and are still unpaid. Plaintiff, herein, by reason of said default elected that the whole unpaid principal sum due on the aforesaid obligation and mortgage referred to in paragraphs 1 and 2 above with all unpaid interest and advances made thereon shall now be due.

9. The mortgage set forth herein held by plaintiff is a first mortgage (not a purchase money mortgage).

10. The heirs, devisees and personal representatives of the owners of the premises herein and their or any of their successors in right, title and interest are made party defendants to this action by reason of the fact that the whereabouts of the mortgagors cannot be ascertained at this time and those heirs, devisees and personal representatives and their or any of their successors in right, title and interest are made party defendants to this action to foreclose any interest they may have in the property being foreclosed herein.

11. Any interest or lien on the premises described in paragraph 3 above which the mortgagors named in paragraph 2 above or the grantees of said mortgagors, or which subsequent encumbrancers or lien holders, if any, named in paragraph 6 above, who are the defendants herein have or claim to have in or upon the aforesaid mortgaged premises or some part thereof are subject and subordinate to the lien of the mortgage set forth in paragraph 2 above, which mortgage is held by the plaintiff herein.

12. Plaintiff has complied with the provisions of R.S. §2A:50-53 et seq.

WHEREFORE, the plaintiff demands judgment:

- (a) Fixing the amount due on the mortgage referred to in paragraph 2 above;
- (b) Barring and foreclosing the defendants and each of them of all equity of redemption in and to the aforesaid lands, except to the extent of the priority given to Condominium liens, if any, by virtue of N.J.S.A. 46:8B-21;
- (c) Directing that plaintiff be paid the amount due to plaintiff as provided in the mortgage set forth in paragraph 2 above, together with interest and costs;
- (d) Adjudging that the lands described in paragraph 3 above be sold according to law

to satisfy the amount due to plaintiff on the mortgage set forth in paragraph 2 above;

- (e) Appointing a receiver of the rents, issues and profits of the lands described in Paragraph 3 above.

SECOND COUNT

1. By the terms of the obligation and mortgage referred to in paragraph 1 and 2 of the First Count of this Complaint, the plaintiff, its assignee or the purchaser at sheriff's sale herein is entitled to possession of the tract of land with the appurtenances as more particularly described in paragraph 3 of the First Count herein.

2. On the date set forth in 2-a following, the plaintiff, by the terms of the obligation and mortgage aforesaid, became entitled to possession of the premises described in paragraph 3 of the First Count of this Complaint.

2-a. Date: October 1, 2007.

3. The person or persons named in paragraph 1-b, or their grantee or grantees, and those holding under them, and paragraph 6 of the First Count of the Complaint have or may claim to have certain rights in the premises described in paragraph 3 of the First Count of this Complaint and by reason thereof have since the date set forth in paragraph 2-a above deprived the plaintiff herein of the possession of the premises aforesaid.

WHEREFORE, the plaintiff demands judgment against the defendants:

- (a) For possession of said premises
- (b) For damages for mesne profits;
- (c) For costs;

CERTIFICATION PER RULE 4:64-1(a)

The undersigned hereby certifies that a title search has been received and reviewed to identify lienholders and other entities with an interest in the property.

CERTIFICATION PER RULE 4:5-1

The undersigned hereby certifies that this matter is not the subject of any other action pending in any court or of a pending arbitration proceeding, nor is there any other action or arbitration proceeding contemplated.

POWERS KIRN, LLC
Attorneys for Plaintiff

By: _____


Sarah E. Powers

DATED: March 26, 2008

Verify this to be a true copy
Sarah E. Powers, An Attorney-at-Law of the State of New Jersey

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS 8V-79 DOCUMENT PROCESSING
P.O. Box 10423
Van Nuys, CA 91410-0423

Prepared By:
LORIE MCAVOY

INSTRUMENT NUMBER: 00014388487609006

INSTR 4 2006153877
OR BK 13344 PG 1682
RECORDED 09/26/2006 09:17:35 AM
CARL W. BLOCK, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

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(Doc ID #)

MORTGAGE

MIN 1001337-0001421245-1

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 07, 2006, together with all Riders to this document.

(B) "Borrower" is
WILLIAM P WOLF, AND DONNA J RANNEY

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, First, NJ 08501-2026, tel. (888) 679-MERS.

(D) "Lender" is
Countrywide Bank, N.A.
Lender is a NATL. ASSN.
organized and existing under the laws of THE UNITED STATES
Lender's address is
1199 North Fairfax St. Ste. 500, Alexandria, VA 22314

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 07, 2006. The Note states that Borrower owes Lender
TWO HUNDRED FORTY THOUSAND and 00/100

Dollars (U.S. \$ 240,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 01, 2036

NEW JERSEY Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
Page 1 of 13

44(N.J.) (2004) CHL (8006)(4) VMP Mortgage Solutions, Inc. (800)921-7201
CON/VA

Form 1021 1/01



(17)
190 - Carl

NPM
R 9/26/06
our mtg.

COMMONWEALTH LAND TITLE INSURANCE COMPANY OF NEW
JERSEY

TITLE INSURANCE COMMITMENT
SCHEDULE B SECTION I

File Number: EXP06-1109

SCHEDULE C
LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the Township of Manchester, County of Ocean State of New Jersey:

BEGINNING at a point in the southeasterly sideline of Woodland Road distant 225 feet
southwesterly from the intersection of the same with the southwesterly sideline of Hemlock Lane
and running;

THENCE (1) South 33 degrees 00 minutes East 150.00 feet to a point;

THENCE (2) South 57 degrees 00 minutes West 75.00 feet to a point;

THENCE (3) North 33 degrees 00 minutes West 150.00 feet to a point in the southeasterly sideline
of Woodland Road;

THENCE (4) Along the southeasterly sideline of Woodland Road, North 57 degrees 00 minutes
East 75 feet to the point and place of BEGINNING.

Also known as Lot 6 on "Final Major Subdivision Knollwoods, Section No. 1", which map was
recorded in the Ocean County Register's Office on December 30, 1976 as Map No. J-105.

NOTE: Being Lot(s) 6, Block 60.18, Tax Map of the Township of Manchester, County of Ocean.

NOTE: Lot and Block shown for informational purposes only.

ADJUSTABLE RATE RIDER
(PayOption MTA Twelve Month Average Index - Payment Caps)

00014388487609006

[Doc ID #]

THIS ADJUSTABLE RATE RIDER is made this SEVENTH day of SEPTEMBER, 2006, 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 ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Countrywide Bank, N.A.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

2340 Woodland Rd
Manchester, NJ 08759-6134
[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.

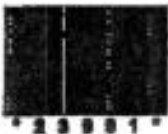
ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

• PayOption MTA ARM Rider
1E310-XX (09/05)(d)

Page 1 of 6



2. INTEREST**(A) Interest Rate**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first monthly payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 8.125%. Additional days interest collected prior to the first monthly payment due date is sometimes called "Per Diem" interest and is due at the time I close my loan. Thereafter until the first Interest Rate Change Date, defined below in Section 2(B), I will pay interest at a yearly rate of 2.500%. This rate is sometimes referred to as the "Start Rate" and is used to calculate the initial monthly payment described in Section 3. The interest rate required by this Section 2 of the Note is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the first _____ day of NOVEMBER, 2006, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent index figure available as of the date 15 days before each Interest Rate Change Date 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.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE & 575/1000 percentage point(s) (3.575 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950%. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS**(A) Time and Place of Payments**

I will make a payment every month.

DOC ID #: 00014388487609006

I will make my monthly payments on the FIRST day of each month beginning on November, 2006 . I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under the Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 01, 2036 , I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
P.O. Box 660694, Dallas, TX 75266-0694

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 948.29 , unless adjusted under Section 3 (F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the first day of NOVEMBER, 2007 , and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.500% of my prior monthly payment. This 7.500% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075 . The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN percent (115 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my Minimum Payment would cause me to exceed that limit, I will instead pay a new Minimum Payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the tenth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, the Note Holder may provide me with up to three (3) additional payment options that are **greater** than the Minimum Payment, which are called "Payment Options." The Payment Options are calculated using the new interest rate in accordance with Section 2(D). I may be given the following Payment Options:

(i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

DOC ID #: 00014388487609006

(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. 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.

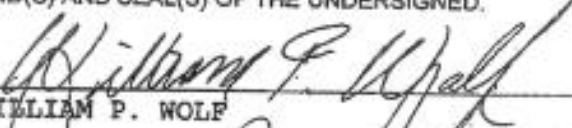
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by

DOC ID #: 00014388487609006

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.

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

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



WILLIAM P. WOLF -Borrower



DONNA J. RANBY -Borrower

-Borrower

-Borrower

- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
 (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
 (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify]

EXHIBIT A

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
 (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
 (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
 (L) "Escrow Items" means those items that are described in Section 3.
 (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
 (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
 (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
 (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
 (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For these purposes, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

COUNTY of OCEAN
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: _____ which currently has the address of
 2340 Woodland Rd, Manchester
(Street/City)
 New Jersey 08759-6134 ("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. If Lender accepts such payments, it shall apply such payments at the time such payments are accepted. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attach priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment.

within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can obtain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can obtain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges

that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for

enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 14, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and

agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest

in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spill, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNEFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (e) the Borrower's right to

reinstates after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and (f) any other disclosure required under the Fair Foreclosure Act, codified at Sections 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

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

Signed, sealed and delivered in the presence of:

William P. Wolf (Seal)
WILIAM P. WOLF -Borrower

Donna J. Kenney (Seal)
DONNA J. KENNEY -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF NEW JERSEY,

Ocean

County ss:

On this 7th day of September 2006, before me, the subscriber, personally appeared

William P. Wolf and Donna J. Kenney

____ who, I am satisfied, is/are the person(s) named in and who executed the within instrument, and thereupon acknowledged that he/she/they signed, sealed and delivered the same as his/hers/their act and deed, for the purposes therein expressed.

Notary Public

Carol Covolus
CAROL COVOLUS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 25, 2011

ADJUSTABLE RATE NOTE

(MTA - Twelve Month Average Index - Payment Cap)

FORM # 143884876
I certify this to be a true copy.

Sarah E. Powers, An Attorney-
at-Law of the State of New Jersey.

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THIS NOTE.

SEPTEMBER 07, 2006
[Date]

MANCHESTER
[City]

NEW JERSEY
[State]

2340 Woodland Rd, Manchester, NJ 08759-6134
[Property Address]

ORIGINAL

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 240,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. The Principal amount may increase as provided under the terms of this Note but will never exceed 115 percent of the Principal amount I originally borrowed. This is called the "Maximum Limit." Lender is Countrywide Bank, N.A.

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. 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

(A) Interest Rate

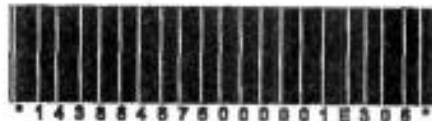
Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first monthly payment due date set forth in Section 3 of this Note, I will pay interest at a yearly rate of 8.125 %. Additional days interest collected prior to the first monthly payment due date is sometimes called "Per Diem" interest and is due at the time I close my loan. Thereafter until the first Interest Rate Change Date, defined below in Section 2(B), I will pay interest at a yearly rate of 2.500 %. This rate is sometimes referred to as the "Start Rate" and is used to calculate the initial monthly payment described in Section 3. The interest rate required by this Section 2 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the first day of NOVEMBER, 2006, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates"



(H.15) (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent index figure available as of the date 15 days before each Interest Rate Change Date 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.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding ~~THREE~~ $\frac{575}{1000}$ percentage point(s) 3.575 ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

I will make my monthly payments on the first day of each month beginning on

NOVEMBER 01, 2006. I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 01, 2036, 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

P.O. Box 660694, Dallas, TX 75266-0694

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 948.29, unless adjusted under Section 3(F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the first day of NOVEMBER, 2007, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.500% of my prior monthly payment. This

7.500% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075 . The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date.

in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN percent (115 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my Minimum Payment would cause me to exceed that limit, I will instead pay a new Minimum Payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the tenth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, the Note Holder may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." The Payment Options are calculated using the new interest rate in accordance with Section 2(D). I may be given the following Payment Options:

(i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to 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. 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 any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments. My partial Prepayment may reduce the amount of my monthly payments after the first Payment Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

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: (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 me

that 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 Minimum Payment by the end of fifteen (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 the Minimum Payment. 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 Minimum Payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the Minimum Payment by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe. The date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) 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.

(E) 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. These 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.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by delivering it or 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 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 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 the amounts owed under this Note.

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 that 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 these conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 11, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond

for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. 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 given in accordance with Section 15 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.

William P. Wolf ORIGINAL

WILLIAM P. WOLF - Borrower

- Borrower

- Borrower

- Borrower

ENTERED ON ACMS

#2008-0462-C

ENTERED IN THE RECORDS OF EXECUTIONS
ISSUED IN THE SUPERIOR COURT CLERK'S
OFFICE

2144 F09

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8

Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY
:
: Docket No.F-12418-08

CIVIL ACTION

WRIT OF EXECUTION

THE STATE OF NEW JERSEY

To the Sheriff of Ocean County

GREETING:

WHEREAS on the following date, 2/13/09, by a certain Judgment in the Superior Court of New Jersey, in a certain cause therein pending, wherein the Plaintiff is The Bank of New York, as Trustee for the Holders of Structured Asset Mortgage Investments II Trust 2006-AR8, Mortgage Pass-Through Certificates, Series 2006-AR8, and the following named parties are the Defendants: William P. Wolf, Donna J. Raney, Mr. Raney, husband of Donna J. Raney, State of New Jersey, it was ordered and adjudged that certain mortgaged premises, with the appurtenances, in the Complaint (and Amendment to Complaint, if any) in the said cause

particularly set forth and described, that is to say:

The mortgaged premises are described as set forth upon the rider annexed hereto and made a part hereof.


Together with all and singular rights, liberties, privileges, hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversion and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, use, property, claim and demand of the said Defendants, of, in, to and out of the same, be sold to pay and satisfy in the first place unto the plaintiff, The Bank of New York, as Trustee for the Holders of Structured Asset Mortgage Investments II Trust 2006-AR8, Mortgage Pass-Through Certificates, Series 2006-AR8 the sum of \$264,091.91 being the principal and interest secured by a certain mortgage dated September 7, 2006 and given by William P. Wolf and Donna J. Raney together with lawful interest thereon from August 25, 2008, until the same be paid and satisfied and also the costs of the aforesaid Plaintiff.

And for that purpose a Writ of Execution should issue, directed to the Sheriff of Ocean County, commanding him or her to make sale as aforesaid; and that the surplus money arising from such sale, if any thereby, should be brought into the said court, subject to the further order of the said court, as by the said Judgment remaining as of record in the said Superior Court of New Jersey, at Trenton, doth and may more fully appear; and whereas, the costs of the said Plaintiff have been duly taxed at the following sum of \$


3,412.24.

Therefore, you are hereby commanded that you cause to be made of the premises aforesaid, by selling so much of the same as may be needful and necessary for the purpose, the aforesaid sum, and the same you do pay to the said Plaintiff together with lawful interest thereon as aforesaid, the sum aforesaid of costs, and that you have the surplus money if any there be, before the said Superior Court of New Jersey, aforesaid, at Trenton, within 30 days after sale (if no sale, Writ returnable within 24 months. R.4:59-1(a)), to abide the further order of the said court, according to the Judgment aforesaid; and you are to make return at the time and place aforesaid, by certificate under your hand, of the manner in which you have executed this our Writ, together with this Writ.

WITNESS, the Honorable Maria Marinari Sypek, Judge of the Superior Court at Trenton aforesaid, this 13th day of February, 2009.


JENNIFER M. PEREZ, ESQ.
Clerk of Superior Court

POWERS KIRN, LLC
Attorneys for Plaintiff

By: 
Sarah E. Powers

3. The mortgaged premises are described as follows: ALL THAT certain land and premises situated in the Municipality of Manchester Township, County of Ocean , State of New Jersey, and more particularly described as follows:

BEGINNING at a point in the southeasterly sideline of Woodland Road distant 225 feet southwesterly from the intersection of the same with the southwesterly sideline of Hemlock Lane and running;

THENCE (1) South 33 degrees 00 minutes East 150.00 feet to a point;

THENCE (2) South 57 degrees 00 minutes West 75.00 feet to a point;

THENCE (3) North 33 degrees 00 minutes West 150.00 feet to a point in the southeasterly sideline of Woodland Road;

THENCE (4) Along the southeasterly sideline of Woodland Road, North 57 degrees 00 minutes East 75 feet to the point and place of **BEGINNING**.

BEING COMMONLY KNOWN AS: 2340 Woodland Road, Manchester Township, New Jersey
Block 60.18 Lot 6 Tax map of Manchester Township

ENTERED ON ACMS

FILED
SUPERIOR COURT OF NJ
FEB 13 2009

#2008-0462

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8

Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY

:
: Docket No.F-12418-08

:
: CIVIL ACTION

:
: **FINAL JUDGMENT**
:

This matter being opened to the Court by POWERS KIRN, LLC, attorneys for the Plaintiff, and it appearing to the Court that the Summons and Complaint have been duly issued and returned served upon the Defendants, William P. Wolf, Donna J. Raney, Mr. Raney, husband of Donna J. Raney, State of New Jersey, and the Clerk having entered a default against said Defendants for failure to plead or otherwise defend, and it appearing from the Plaintiff's

certification filed in the within action that the Plaintiff has made an investigation but was unable to ascertain the Social Security Number to determine whether the defaulting defendant(s), Mr. Raney, husband of Donna Raney, is/are in military service and good reason appearing that the judgment applied for should be granted at this time and that the judgment should be entered without the filing of a Servicemembers Civil Relief Act bond, and the Plaintiff's bond and mortgage and assignment of mortgage having been presented and marked as Exhibits by the Court, and proofs having been submitted of the amount due on Plaintiff's mortgage, and sufficient cause appearing;

IT IS on this 13th day of February 2009 ORDERED AND ADJUDGED that the

Plaintiff is entitled to have the sum of \$264,091.91 together with lawful interest thereon computed from August 25, 2008, together with its costs of suit to be taxed, including a counsel fee of \$ 2,790.92 raised and paid out of the mortgaged premises; and it is further

ORDERED that the Plaintiff or purchaser at Sheriff's sale duly recover against the said William P. Wolf, Donna J. Raney, Mr. Raney, husband of Donna J. Raney, State of New Jersey, the possession of the premises mentioned and described in the said Complaint, with the appurtenances; and it is further

ORDERED and adjudged that the mortgaged premises be sold to raise and satisfy the several sums of money due to the Plaintiff in the total sum of \$264,091.91 together with lawful interest thereon to be computed from August 25, 2008 together with its costs to be taxed and that an Execution for that purpose duly issue out of this Court directed to the To the Sheriff of Ocean County, commanding him or her to make sale according to law of the mortgaged premises described in the Complaint, and out of the moneys arising from such sale that he pay to the Plaintiff its said debt with interest thereon as aforesaid, and its costs aforesaid, and in case

more money shall be realized by said sale than shall be sufficient to answer such several payments, that such surplus be brought into this Court to abide the further order of this Court, and that the Sheriff of Ocean County shall make his report of sale without delay as required by the Rules of this Court; and it is further

ORDERED and adjudged that the Defendants, and each of them, stand absolutely debarred and foreclosed of and from all equity of redemption of, in and to said mortgaged premises described in the Complaint when sold as aforesaid by virtue of this judgment.

Notwithstanding anything herein to the contrary, this judgment shall not affect the rights of any person protected by the New Jersey Tenant Anti-Eviction Act, N.J.S.A. 2A:18-61.1, et seq., the right of redemption given the United States of America under 28 U.S.C. Section 2410, the limited priority rights for the aggregate customary condominium assessment for the six month period prior to the recording of any association lien as allowed by N.J.S.A. 46:8B-21 or rights afforded by the Servicemembers Civil Relief Act, 50 U.S.C. App. 501 et seq. or N.J.S.A. 38:23C-4.



Maria Marinari Sypek, P.J.Ch.

Respectfully recommended:
R. 1:34-6 OFFICE OF FORECLOSURE

BANK OF NEW YORK AS TRUSTEE FOR THE HOLDERS OF STRUCTURED ASSET MORTGAGE INVESTMENTS II TRUST 2006-AR8 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-AR8

Plaintiff

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION:
OCEAN COUNTY

WILLIAM P. WOLF, ET AL

vs

Defendant

DOCKET NO. F-12418-08

ENTERED ON ACMS
FILED
SUPERIOR COURT OF NJ
FEB 13 2009

Person to be served: WILLIAM P. WOLF

2340 WOODLAND ROAD
MANCHESTER NJ 08759

Attorney:

POWERS KIRN, LLC
728 MARNE HIGHWAY SUITE 200
MOORESTOWN NJ 08057

AFFIDAVIT OF SERVICE
(for use by Private Service)

Cost of Service pursuant to R4:4-30

\$ _____

Papers Served:

SUMMONS & COMPLAINT

Service Data:

Served Successfully Not Served _____ Date: 4/8/08 Time: 7:30 PM Attempts: 1

Delivered a copy to him/her personally _____
Name of Person Served and relationship/title

_____ Left a copy with a competent household member over 14 years of age residing therein at place of abode. _____

_____ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc. _____

Description of Person Accepting Service:

Age: 48 Height: 5'10 Weight: 185 Hair: Brown Sex: Male Race: Caucasian

Unserved:

() Defendant is unknown at the address furnished by the attorney

() All reasonable inquiries suggest defendant moved to an undetermined address

() No such street in municipality

() No response on: _____ Date _____ Time _____

_____ Date _____ Time _____

() Other: _____ Comments or Remarks _____

Server Data:

Subscribed and Sworn to me this 8th day of April 2008

Iva A. Brigati
Notary Signature

I, ROBERT SCHIEK, was at time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Robert Schiek 4/8/08
Signature of Process Server Date

IVA A. BRIGATI
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/18/2010

DGR - THE SOURCE FOR LEGAL SUPPORT
47 Bloomfield Avenue, Caldwell, NJ 07006
(973) 403-1700 Fax (973) 403-9222

WORK ORDER No. 454554
FILE No. 2008-0462

✓

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8
Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

FROM THE STATE OF NEW JERSEY

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY

:
: Docket No.F-12418-08

:
: CIVIL ACTION

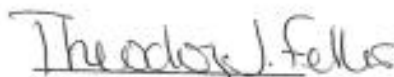
:
: **SUMMONS**

The Plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for the lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625. A \$135.00 filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to the Plaintiff's attorney whose name and address appear above. A telephone call will not protect your rights; you must file and serve a written answer or motion if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these services is provided herewith.

Dated: April 4, 2008
#:2008-0462


Theodore J. Fetter
Clerk of the Superior Court

William P. Wolf
2340 Woodland Road
Manchester NJ 08759

<p>New Jersey Bar Association Lawyer Referral Service (800)367-0089</p> <p>Legal Services of New Jersey, Inc. (908)572-9100</p>	<p><u>Gloucester County</u> Gloucester County Bar Association Lawyer Referral Service (856)848-4589</p> <p>*Regional Legal Services (856)848-5360</p>	<p><u>Passaic County</u> Passaic County Bar Association Lawyer Referral Service (973)278-9223</p> <p>Passaic County Legal Aid (973)345-7171</p>
<p><u>Atlantic County</u> Atlantic County Bar Association Lawyer Referral Service (609)345-3444</p> <p>Cape-Atlantic Legal Services (609)348-4200</p>	<p><u>Hudson County</u> Hudson County Bar Association Lawyer Referral Service (201)798-2727</p> <p>Hudson County Legal Services (201)792-6363</p>	<p><u>Salem County</u> Salem County Bar Association Lawyer Referral Service (856)678-8363</p> <p>*Regional Legal Services (856)451-0003</p>
<p><u>Bergen County</u> Bergen County Bar Association Lawyer Referral Service (201)488-0044</p> <p>Bergen County Legal Services (201)487-2166</p>	<p><u>Hunterdon County</u> Hunterdon County Bar Association Lawyer Referral Service (908)735-2611</p> <p>Hunterdon County Legal Services (908)782-7979</p>	<p><u>Somerset County</u> Somerset County Bar Association Lawyer Referral Service (908)685-2323</p> <p>Somerset-Sussex Legal Services (908)231-0840</p>
<p><u>Burlington County</u> Burlington County Bar Association Lawyer Referral Service (609)261-4862</p> <p>*Regional Legal Services (609)261-1088</p>	<p><u>Mercer County</u> Mercer County Bar Association Lawyer Referral Service (609)585-6200</p> <p>Legal Aid Society-Mercer County (609)695-6249</p>	<p><u>Sussex County</u> Sussex County Bar Association Lawyer Referral Service (973)267-5882</p> <p>Somerset-Sussex Legal Services (973-383-7400</p>
<p><u>Camden County</u> Camden County Bar Association Lawyer Referral Service (856)964-4520</p> <p>*Regional Legal Services (800)496-3001</p>	<p><u>Middlesex County</u> Middlesex County Bar Association Lawyer Referral Service (732)828-0053</p> <p>Middlesex County Legal Services (732)249-7600</p>	<p><u>Union County</u> Union County Bar Association Lawyer Referral Service (908)353-4715</p> <p>Union County Legal Services (908)354-4340</p>
<p><u>Cape May County</u> Cape May County Bar Association Lawyer Referral Service (609)463-0313</p> <p>Cape-Atlantic Legal Services (609)465-3001</p>	<p><u>Monmouth County</u> Monmouth County Bar Association Lawyer Referral Service (732)431-5544</p> <p>Ocean-Monmouth Legal Services (732)866-0020</p>	<p><u>Warren County</u> Warren County Bar Association Lawyer Referral Service (973)267-5882</p> <p>Warren County Legal Services (908)475-2010</p>
<p><u>Cumberland County</u> Cumberland County Bar Assoc. Lawyer Referral Service (609)692-6207</p> <p>Legal Aid Society (609)451-0003</p>	<p><u>Morris County</u> Morris County Bar Association Lawyer Referral Service (973)267-5882</p> <p>Legal Aid Society of Morris (973)285-6911</p>	
<p><u>Essex County</u> Essex County Bar Association Lawyer Referral Service (973)622-6207</p> <p>Essex County Legal Aid Assoc. (973)622-1513</p>	<p><u>Ocean County</u> Ocean County Bar Association Lawyer Referral Service (732)240-3666</p> <p>Ocean-Monmouth Legal Services (732)341-2727</p>	<p>* Camden Regional Legal Services, Inc. serves Burlington, Cumberland, Gloucester and Salem Counties.</p>

NJ Service

#2008-0462

ENTERED ON ACMS

FILED
SUPERIOR COURT OF NJ
FEB 13 2009

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8
Plaintiff

vs.

William P. Wolf, et al.
Defendant(s)

:SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY
:
: Docket No.F-12418-08
:
: CIVIL ACTION
:
: **NOTICE TO THE STATE OF**
: **NEW JERSEY**
:

NOTICE IS HEREBY GIVEN that the State of New Jersey is made a party Defendant to the foreclosure Complaint (and Amendment(s) to Complaint, if any), in the above entitled action, because it is alleged in the Complaint, (and Amendment(s) to Complaint, if any), that the State of New Jersey may have a lien against the mortgage premises, which liens are set forth in the schedule attached hereto and made a part hereof.

THE STATE OF NEW JERSEY is HEREBY SUMMONED in the above entitled action in the Superior Court of New Jersey, instituted by The Bank of New York, as Trustee for the Holders of Structured Asset Mortgage Investments II Trust 2006-AR8, Mortgage Pass-Through Certificates, Series 2006-AR8, Plaintiff, and required to serve upon the Attorneys for Plaintiff, Powers Kim, LLC, 728 Marne Highway, P.O. Box 848, Moorestown, NJ 08057, an Answer to the Complaint, (and Amendment(s) to Complaint, if any), a copy of which is herewith served upon the Attorney General of the State of New Jersey, in your behalf, within sixty (60) days after

service of this Notice and Complaint (and Amendment to Complaint, if any), exclusive of the day of service. If you fail to do so, Judgment by default may be rendered against you for the relief demanded in the Complaint, (and Amendment to Complaint, if any).

You shall file your Answer and Proof of Service in duplicate with the Clerk of the Superior Court of New Jersey, in accordance with the rules of civil practice and procedure.

Theodore J. Fetter
Theodore J. Fetter
Clerk of the Superior Court

Service of the within Notice to the State of New Jersey and Complaint (and Amendment(s) to Complaint, if any) is hereby acknowledged this day of April 2008.

STUART RABNER
Attorney General for the State of New Jersey

ANNE MILGRAM
ATTORNEY GENERAL

By: APR 07 2008
Ranette Smallwood

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-003054-2008

DATE DOCKETED: 01/04/08

TYPE OF ACTION: CERTIF OF DEBT

VENUE: MERCER

DEBT: \$ 748.00

CREDITOR(S):

DIV OF MOTOR VEHICLES ,DMV AUTOMATED SURCHARGE

ATTORNEY: PRO SE

DEBTOR(S):

DONNA J RANEY , DRIVERS LICENSE # = R04141747157636 DOB: 07/06/1963

2340 WOODLAND RD, MANCHESTER, NJ 08759-6134

ATTORNEY: PRO SE

*** End of Abstract ***

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-003054-2008

DATE DOCKETED: 01/04/08

TYPE OF ACTION: CERTIF OF DEBT

VENUE: MERCER

CREDITOR(S): DEBT: \$ 748.00
DIV OF MOTOR VEHICLES ,DMV AUTOMATED SURCHARGE
ATTORNEY: PRO SE

DEBTOR(S):
DONNA J RANEY , DRIVERS LICENSE # = R04141747157636 DOB: 07/06/1963
2340 WOODLAND RD, MANCHESTER, NJ 08759-6134
ATTORNEY: PRO SE

*** End of Abstract ***

2008 JAN 14 10 10 AM
CLERK OF SUPERIOR COURT

2008-0462

FILED
SUPERIOR COURT OF NJ
FEB 13 2009

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

ENTERED ON ACMS

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8
Plaintiff

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEANCOUNTY
:
: Docket No. F-12418-08
:
: CIVIL ACTION
:
: **CERTIFICATION OF PROOF OF**
: **AMOUNT DUE**
:

vs.

William P. Wolf, et al.

Defendant(s)

Micall Bachman does hereby certify as follows:

1. I am Vice President of Countrywide Home Loans, Inc., servicing agent for The Bank of New York, as Trustee for the Holders of Structured Asset Mortgage Investments II Trust 2006-AR8, Mortgage Pass-Through Certificates, Series 2006-AR8 , and have complete knowledge of the amount due for principal and interest on Plaintiff's obligation and mortgage set forth in the Complaint (and Amendment to Complaint, if any) filed in this action. I am authorized to make this certification.

2. I have examined the records of the plaintiff concerning the above referred to obligation and mortgage, and I find from said records that there is due to the Plaintiff in this cause the sum of \$264,091.91 as set forth on the schedule annexed hereto, together with interests to grow due thereon from August 25, 2008.

3. I further state that the property described in the Complaint filed in the cause cannot be divided and should be sold as a single tract.

4. There are no just debts, set-offs, credits or allowances due or to become due from the Plaintiff to the Defendants, other than those set forth herein.

5. Plaintiff is still the holder and owner of the aforesaid obligation and mortgage.

6. I hereby certify that the foregoing statements made by me are true; I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

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

MICALL BACHMAN, VICE PRESIDENT

DATED: **JUL 22 2008**

August 19, 2008
#2008-0462

SCHEDULE TO CERTIFICATION OF PROOF OF AMOUNT DUE

Principal Balance as of Default	\$241,790.17
Interest from 08/01/2007 through 8/25/2008	\$20,385.87
Advances for Insurance	\$1,464.00
Advances for Taxes	\$0.00
Late charges to filing of complaint 3/28/2008	\$331.87
Advances to winterize and/or secure property	\$120.00
TOTAL AMOUNT DUE PLAINTIFF	\$264,091.91

#2008-0462

ENTERED ON ACMS

FILED
SUPERIOR COURT OF NJ
FEB 13 2009

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8

Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY
:

: Docket No.F-12418-08
:

: CIVIL ACTION
:

: **CERTIFICATION OF
: PROOF OF COSTS**
:

Sarah E. Powers, hereby certifies:


1. I am an Attorney at Law in the State of New Jersey and actually entrusted with the conduct of this action.
2. I caused a title search to be done in the county where the premises are located for the purpose of determining the state of the title to be foreclosed.

3. Allowance is asked for the following costs incurred in this action:

(a) title search	\$275.00
(b) filing complaint	\$200.00
(c) filing lis pendens	\$40.00
(d) Sheriff's fees for service	\$66.00
(e) Motion filing fee	\$0.00
(f) certified mail	\$11.32
(g) publication	\$26.60
TOTAL COSTS	\$618.92

4. The above mentioned sums should be added to the costs in this action.

5. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


Sarah E. Powers

DATED: August 19, 2008

2008-0462

FILED
SUPERIOR COURT OF NJ
FEB 13 2009

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

ENTERED ON ACMS

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8

Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

:SUPERIOR COURT OF NEW JERSEY
:CHANCERY DIVISION
:OCEAN COUNTY

:
: Docket No.F-12418-08

:
: CIVIL ACTION

:
: **PROOF OF MAILING**
:

1. I, the undersigned, am a secretary at the law offices of POWERS KIRN, LLC, Attorneys for Plaintiff in the above entitled action.

2. On May 14, 2008, I mailed in the U. S. Post Office in Mount Laurel, New Jersey, a sealed envelope with postage prepaid thereon, by certified and regular mail, return receipt requested, addressed to said addressee's last known address:

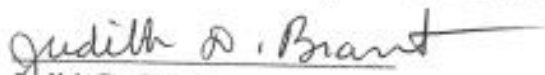
Donna J. Raney
607 N. 2nd St. East
Haskell TX 79521

Mr. Raney, husband of Donna J. Raney
607 N. 2nd St. East
Haskell TX 79521

containing copies of 35 day Summons and Complaint(and Amendment to Complaint, if any)

R.1:5-3 Return receipt card attached to the original hereof #7007 3020 0001 8546 9507
#7007 3020 0001 8546 9514

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, that I am subject to punishment.


Judith D. Brant

Dated: May 14, 2008

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

#2008-0462-Wolf jdb
 Mr. Raney, husband of Donna J. Raney
 607 N. 2nd St. East
 Haskell, TX 79521

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Bobby J. Wolf* Agent Addressee

Date of Delivery *5-19-08*

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

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

7007 3020 0001 8546 9514

PS Form 3811, February 2004

Domestic Return Receipt

102505-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

#2008-0462-Wolf, William P. jdb
 Donna J. Raney
 607 N. 2nd St. East
 Haskell, TX 79521

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Bobby J. Wolf* Agent Addressee

Date of Delivery *5-17-08*

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

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

7007 3020 0001 8546 9507

PS Form 3811, February 2004

Domestic Return Receipt

102505-02-M-1540

**U.S. Postal Service™
 CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only: No Insurance Coverage Provided)**

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

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees		\$5.06

#2008-0462-Wolf jdb
 Mr. Raney, husband of Donna J. Raney
 607 N. 2nd St. East
 Haskell, TX 79521

See Reverse for Instructions

**U.S. Postal Service™
 CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only: No Insurance Coverage Provided)**

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

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

#2008-0462-Wolf, William P. jdb
 Donna J. Raney
 607 N. 2nd St. East
 Haskell, TX 79521

See Reverse for Instructions

7007 3020 0001 8546 9507

7007 3020 0001 8546 9514

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8

Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY

:
: Docket No.F-12418-08

:
: CIVIL ACTION

:
: **SUMMONS**


FROM THE STATE OF NEW JERSEY

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If you cannot afford an attorney, you may call the Legal Services office in the county where you live. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these services is provided herewith.

Dated: April 4, 2008
#:2008-0462


Theodore J. Fetter
Clerk of the Superior Court

Donna J. Raney
607 N. 2nd St. East
Haskell TX 79521

Mr. Raney, husband of Donna J. Raney
607 N. 2nd St. East
Haskell TX 79521

<p>New Jersey Bar Association Lawyer Referral Service (732)-249-5000</p> <p>Legal Services of New Jersey, Inc. (732)572-9100</p>	<p><u>Gloucester County</u> Gloucester County Bar Association Lawyer Referral Service (856)848-4589 *Regional Legal Services (856)848-5360</p>	<p><u>Passaic County</u> Passaic County Bar Association Lawyer Referral Service (973)278-9223 Passaic County Legal Aid (973)523-2900</p>
<p><u>Atlantic County</u> Atlantic County Bar Association Lawyer Referral Service (609)345-3444 Cape-Atlantic Legal Services (609)348-4200</p>	<p><u>Hudson County</u> Hudson County Bar Association Lawyer Referral Service (201)798-2727 Hudson County Legal Services (201)792-6363</p>	<p><u>Salem County</u> Salem County Bar Association Lawyer Referral Service (856)935-5629 *Regional Legal Services (856)451-0003</p>
<p><u>Bergen County</u> Bergen County Bar Association Lawyer Referral Service (201)488-0044 Bergen County Legal Services (201)487-2166</p>	<p><u>Hunterdon County</u> Hunterdon County Bar Association Lawyer Referral Service (908)735-2611 Hunterdon County Legal Services (908)782-7979</p>	<p><u>Somerset County</u> Somerset County Bar Association Lawyer Referral Service (908)685-2323 Somerset-Sussex Legal Services (908)231-0840</p>
<p><u>Burlington County</u> Burlington County Bar Association Lawyer Referral Service (609)261-4862 *Regional Legal Services (609)261-1088</p>	<p><u>Mercer County</u> Mercer County Bar Association Lawyer Referral Service (609)585-6200 Legal Aid Society-Mercer County (609)695-6249</p>	<p><u>Sussex County</u> Sussex County Bar Association Lawyer Referral Service (973)267-5882 Somerset-Sussex Legal Services (973)-383-7400</p>
<p><u>Camden County</u> Camden County Bar Association Lawyer Referral Service (856)482-0618 *Regional Legal Services (856)964-2010</p>	<p><u>Middlesex County</u> Middlesex County Bar Association Lawyer Referral Service (732)828-0053 Middlesex County Legal Services (732)249-7600</p>	<p><u>Union County</u> Union County Bar Association Lawyer Referral Service (908)353-4715 Union County Legal Services (908)354-4340</p>
<p><u>Cape May County</u> Cape May County Bar Association Lawyer Referral Service (609)463-0313 Cape-Atlantic Legal Services (609)465-3001</p>	<p><u>Monmouth County</u> Monmouth County Bar Association Lawyer Referral Service (732)431-5544 Ocean-Monmouth Legal Services (732)866-0020</p>	<p><u>Warren County</u> Warren County Bar Association Lawyer Referral Service (908)387-1835 Warren County Legal Services (908)475-2010</p>
<p><u>Cumberland County</u> Cumberland County Bar Assoc. Lawyer Referral Service (856)825-2001 Legal Aid Society (609)451-0003</p>	<p><u>Morris County</u> Morris County Bar Association Lawyer Referral Service (973)267-5882 Legal Aid Society of Morris (973)285-6911</p>	
<p><u>Essex County</u> Essex County Bar Association Lawyer Referral Service (973)622-6207 Essex County Legal Aid Assoc. (973)622-1513</p>	<p><u>Ocean County</u> Ocean County Bar Association Lawyer Referral Service (732)240-3666 Ocean-Monmouth Legal Services (732)341-2727</p>	<p>* Camden Regional Legal Services, Inc. serves Burlington, Cumberland, Gloucester and Salem Counties.</p>

FILED
SUPERIOR COURT OF NJ
FEB 13 2009

ENTERED ON ACMS

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8
Plaintiff

vs.

William P. Wolf, et al.
Defendant(s)

:SUPERIOR COURT OF NEW JERSEY
:CHANCERY DIVISION
:OCEAN COUNTY

:
: Docket No.F-12418-08

:
: CIVIL ACTION

:
: **CERTIFICATION OF INQUIRY**
:

Sarah E. Powers, hereby certifies:

1. I am an Attorney at Law of the State of New Jersey actually entrusted with the conduct of this matter.
2. I caused inquiry to be made at the premises of 2340 Woodland Road, Manchester, NJ, the premises which are being foreclosed in this matter in order to determine the whereabouts of the defendants, Donna J. Raney and Mr. Raney, husband of Donna J. Raney, who are the makers of the bond and mortgage and owners thereof in order to serve a copies of the summons and complaint.
3. DGR (subpoena service) was unable to serve the defendants at 2340 Woodland Road, Manchester, NJ because the defendants have moved, and the new address is unknown to neighbors.

4. A postal search revealed that the defendants now reside out of state at 607 N. 2nd St. East, Haskell, TX.

5. Inquiry to directory assistance confirmed that defendants reside at that address.

6. As set forth in the Proof of Mailing filed herein, service of process was effected through certified mail, return receipt requested and regular mail, to the defendants at 607 N. 2nd St. East, Haskell, TX 79521.

7. I believe that the defendants are unable to be served within the jurisdiction of New Jersey and so regular and certified mail service is necessary.

8. I certify that the above facts are true. I am aware that if any of the above facts are wilfully false that I am subject to punishment.


Sarah E. Powers

DATED: May 14, 2008

William M.E. Powers, Jr
William M.E. Powers, III
Sarah E. Powers
Edward W. Kirm, III

POSTMASTER, United States Post Office
Haskell, TX 79521

May 14, 2008

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER
INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address for the following:

NAME: Donna J. Raney ; Mr. Raney, husband of Donna J. Raney

ADDRESS: 607 N. 2nd St. East, Haskell, TX 79521

Note: The name and last known address are required for change of address information. The name and post office box are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with CFR 265.6(d)(1) & (2) and corresponding Administrative Support Manual 352.44a and b.

1. Requester capacity:(process server/attorney/party representing self): ATTORNEY

2. Statute or regulation that empowers serving process (not required when requester an attorney): N/A

3. The names of all known parties to the litigation: The Bank of New York, as Trustee for the Holders of Structured Asset Mortgage Investments II Trust 2006-ARS, Mortgage Pass-Through Certificates, Series 2006-ARS v. William P. Wolf, Donna J. Raney ; Mr. Raney, husband of Donna J. Raney, et al.

4. The court in which the case is to be heard: SUPERIOR COURT OF NEW JERSEY

5. The docket or other identifying number if one has been issued: F-12418-08

6. The capacity in which individual is to be served: DEFENDANT

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Sarah E. Powers
Sarah E. Powers

728 Marine Highway
P.O. Box 848
Moorestown, NJ 08057

#2008-0462-William P. Wolf-jdb

Delivered as Addressed
FOR POST OFFICE USE ONLY
No change of address order on file. NEW ADDRESS or BOXHOLDER'S POSTMARK
___ Not known at address given
___ Moved, no forwarding address
___ No such address

NAME and STREET ADDRESS



#2008-0462

FILED
SUPERIOR COURT OF NJ
FEB 13 2009

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

ENTERED ON ACMS

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8
Plaintiff

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY

vs.

: Docket No.F-12418-08 .

William P. Wolf, et al.

CIVIL ACTION

Defendant(s)

: CERTIFICATION OF COMPLIANCE

Sarah E. Powers does hereby certify:

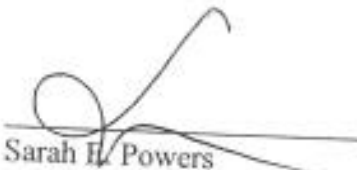
1. I am an Attorney at Law of New Jersey actually entrusted with the conduct of this action.
2. Application is made hereunder for an uncontested judgment pursuant to R.4:64-1, and R.1:34-6.
3. All defendants have been served in accordance with the rules of court or applicable law, and, to my knowledge, proof of service has been filed with the court.
4. All non-answering defendants have been defaulted and all answering or appearing parties have been given a 30-day notice of motion for judgment, 3 additional days for mail, (including defendants whose answers have been stricken), except subsequent encumbrancers who have already filed their proofs.

5. All residential debtor defendants have been given at least 14 days prior notice of application for entry of final judgment in accordance with NJSA 2A:50-58, and time has expired.

6. Where the default period has expired, an order for default out of time has been entered, in accordance with R.4:43-1, and where the judgment period has expired the required 19-day notice to defaulting defendants has been given in accordance with R.4:43-2(d).

7. To the best of my knowledge the within submission is complete and includes (a) an affidavit or certification of amount due; (b) an affidavit or certification of search fees [R.4:42-10]; (c) the note or bond and recorded mortgage or certified copies thereof [R.4:64-2]; (d) form of final judgment; (e) form of writ of execution; and/or (f) writ of possession where needed. Where applicable, this submission also includes an affidavit or certification of default [R.4:43-1], and a notice of motion for judgment to all answering or appearing parties, including defendants whose answers have been stricken, the return date for which has already expired [R.4:64-1(b)].

8. I hereby certify that the foregoing statements made by me are true; I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.


Sarah H. Powers

Dated: August 19, 2008

2008-0462

ENTERED ON ACMS

FILED
SUPERIOR COURT OF NJ
FEB 13 2009

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8
Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY
:
: Docket No. F-12418-08

CIVIL ACTION

**CERTIFICATION OF
NON-MILITARY SERVICE**

Kimberly Marie Eastep does hereby certify as follows:


1. I am a Legal Secretary in the Law Offices of POWERS KIRN, LLC.
2. None of the debtors, mortgagors or borrowers in this matter are in the military service

of the United States, or its allies, except the following:

3. Attached hereto is a copy of the department of Defense Records.
4. Plaintiff is unable to determine whether Mr. Raney, husband of Donna J. Raney, is

in the military service as the Department of Defense requires the social security number of said individuals to verify Military Service.

5. I hereby certify that the foregoing statements made by me are true; I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


Kimberly Marie Eastep

DATED: August 19, 2008

Department of Defense Manpower Data Center

MAR-27-2008 06:01:01



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

< Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
RANEY	Donna J.		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military. **HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.**

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

Department of Defense Manpower Data Center

MAR-27-2008 05:59:28



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
WOLF	William P	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

#2008-0462

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

FILED
SUPERIOR COURT OF NJ
FEB 13 2009

ENTERED ON ACMS

The Bank of New York, as Trustee for
the Holders of Structured Asset
Mortgage Investments II Trust
2006-AR8, Mortgage Pass-Through
Certificates, Series 2006-AR8

Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY

: Docket No. F-12418-08

CIVIL ACTION

PROOF OF MAILING

1. I, the undersigned, am a secretary in the law offices of POWERS KIRN, LLC, attorneys for Plaintiff in the above entitled action.

2. On July 16, 2008, I mailed in the U. S. Post Office in Mount Laurel, New Jersey, a sealed envelope with postage prepaid thereon, by regular and certified mail, return receipt requested, addressed to:

William P. Wolf
2340 Woodland Road
Manchester NJ 08759

CMRRR#70081140000250652061

Donna J. Raney
607 N. 2nd St. East
Haskell TX 79521

CMRRR#70081140000250652078

Donna J. Raney
2340 Woodland Road
Manchester NJ 08759-

CMRRR#70081140000250652085

Mr. Raney, husband of Donna J. Raney
607 N. 2nd St. East

Haskell TX 79521

CMRRR#70081140000250652092

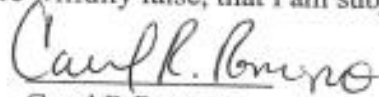
Mr. Raney, husband of Donna J. Raney
2340 Woodland Road
Manchester NJ 08759-

CMRRR#70081140000250652108

containing Notice To Residential Mortgage Debtor(s) pursuant to NJSA 2A:50-58

R.1:5-3 Return receipt card(s) is/are attached to the original hereof.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, that I am subject to punishment.


Carol R. Romero

DATED: July 16, 2008

#2008-0462

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8

Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY
:
: Docket No. F-12418-08
:
: CIVIL ACTION
:
: **NOTICE TO RESIDENTIAL**
: **MORTGAGE DEBTOR(S)**
:

TO:

William P. Wolf
2340 Woodland Road
Manchester NJ 08759

Donna J. Raney
607 N. 2nd St. East
Haskell TX 79521

Donna J. Raney
2340 Woodland Road
Manchester NJ 08759-


Mr. Raney, husband of Donna J. Raney
607 N. 2nd St. East
Haskell TX 79521

Mr. Raney, husband of Donna J. Raney
2340 Woodland Road
Manchester NJ 08759-

PLEASE TAKE NOTICE that absent a response, the undersigned attorney for the plaintiff, (hereinafter referred to as lender), shall make application on July 31, 2008, at 9:00 the forenoon or as soon thereafter as counsel can be heard, in the Superior Court of New Jersey, Chancery Division located at the Hughes Justice Complex in Trenton, New Jersey for the entry of Final Judgment in the above entitled case. Upon entry of final judgment, the residential mortgage debtors, (hereinafter referred to as debtor), will lose his, her or their right to cure the default. Any debtor who can in good faith certify that there exists a reasonable likelihood that such debtor will be able to provide the full payment necessary to cure the default, including all applicable charges, fees and costs, within 45 days of July 16, 2008, shall mail, no later than 10 days from receipt of this notice, a statement certified as true indicating such reasonable likelihood by registered or certified mail, return receipt requested, addressed to lender, c/o Powers Kim, LLC, 728 Marne Highway, P.O. Box 848, Moorestown, NJ 08057.

To obtain the amount necessary to cure the default, the debtor must contact the lender, The Bank of New York, as Trustee for the Holders of Structured Asset Mortgage Investments II Trust 2006-AR8, Mortgage Pass-Through Certificates, Series 2006-AR8, c/o Powers Kim, LLC, 728 Marne Highway, P.O. Box 848, Moorestown, NJ 08057, 856-802-1000 or Maria Elena Duran, , 7105 Corporate Drive, PTX-B-209, Plano TX, 75024.

POWERS KIRN, LLC
Attorneys for the Plaintiff


By: _____
Sarah E. Powers

Dated: July 16, 2008

ENTERED ON ACMS

FILED
SUPERIOR COURT OF NJ
FEB 13 2009

#2008-0462

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

The Bank of New York, as Trustee for the
Holders of Structured Asset Mortgage
Investments II Trust 2006-AR8, Mortgage
Pass-Through Certificates, Series 2006-AR8

Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY
:
: Docket No.F-12418-08

CIVIL ACTION


: **CERTIFICATION OF NO STATEMENT**
: **RECEIVED BY LENDER**
:

Sarah E. Powers does hereby certify:

1. I am an Attorney at Law of New Jersey actually entrusted with the conduct of this action, and I have personal knowledge of the facts contained herein.
2. Application is made hereunder for an uncontested judgment pursuant to R.4:64-1, and R.1:34-6.
3. All residential debtor defendants have been given at least 14 days prior notice of application for entry of final judgment in accordance with NJSA 2A:50-58, as reflected on the Notices and Proof of Service filed herewith.

4. Neither the lender nor this office has received a statement in which the residential debtor stated there was a reasonable likelihood that the debtor would be able to provide payment necessary to cure the default within 45 days of the notice, and more than 10 days has lapsed since the notice was received by the debtor.

5. I hereby certify that the foregoing statements made by me are true; I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.



Sarah E. Powers

Dated: August 19, 2008

2008-0462

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

RECEIVED

MAR 25 2009

SUPERIOR COURT
CLERK'S OFFICE

FILED

MAR 25 2009

SUPERIOR COURT
CLERK'S OFFICE

The Bank of New York, as Trustee

Plaintiff

vs.

William P. Wolf, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY

: Docket No. F-12418-08

CIVIL ACTION

PROOF OF MAILING

1. I, the undersigned, am a secretary in the law offices of POWERS KIRN, LLC, attorneys for Plaintiff in the above entitled action.

2. On March 9, 2009, I mailed in the U. S. Post Office in Moorestown, New Jersey, a sealed envelope with postage prepaid thereon, by regular and certified mail, return receipt requested, addressed to said addressee's last known address:

William P. Wolf Cert Mail RRR#70082810000054673421
2340 Woodland Road
Manchester, NJ 08759

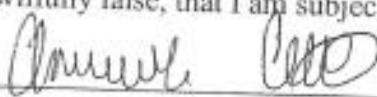
Donna J. Raney Cert Mail RRR#70082810000054673438
607 N. 2nd St. East
Haskell, TX 79521

Mr. Raney, husband of Donna J. Raney Cert Mail RRR#70082810000054673445
607 N. 2nd St. East
Haskell, TX 79521

Containing copies of Notice of Sheriff Sale.

R.1:5-3 The return receipt card is attached to the original hereof.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, that I am subject to punishment.


Amanda Conicella

DATED: March 9, 2009

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

7008 2810 0000 5467 3445

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	5.32



Sent To: #2008-0462-Wolf, William P. ac-SS
 Mr. Raney, husband of Donna J. Raney
 607 N. 2nd St. East
 Haskell, TX 79521

PS Form 3800, August 2006

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

#2008-0462-Wolf, William P. ac-SS
 Mr. Raney, husband of Donna J. Raney
 607 N. 2nd St. East
 Haskell, TX 79521

2. Article Number
 (Transfer from service label)

7008 2810 0000 5467 3445

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15r

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Amanda Crain Agent
 Addressee

B. Received by (Printed Name)
 Amanda Crain

C. Date of Delivery
 3-11-07

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

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

TEHE 2945 0000 0192 9002

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



Postmark Here

Sent To #2008-0462-Wolf, William P. ac-SS
 William P. Wolf
 2340 Woodland Road
 Manchester, NJ 08759

PS Form 3800, August 2006

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

GEHE 2945 0000 0192 9002

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



Postmark Here

Sent To #2008-0462-Wolf, William P. ac-SS
 Donna J. Raney
 607 N. 2nd St. East
 Haskell, TX 79521

PS Form 3800, August 2006

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

#2008-0462-Wolf, William P. ac-SS
 William P. Wolf
 2340 Woodland Road
 Manchester, NJ 08759

COMPLETE THIS SECTION ON DELIVERY

- A. Signature *[Signature]* Agent Addressee
- B. Received by (Printed Name) *[Signature]* Agent Addressee
- C. Date of Delivery *[Signature]*
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No
3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)
 PS Form 3811, February 2004

7008 2810 0000 5467 3421

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

#2008-0462-Wolf, William P. ac-SS
 Donna J. Raney
 607 N. 2nd St. East
 Haskell, TX 79521

COMPLETE THIS SECTION ON DELIVERY

- A. Signature *[Signature]* Agent Addressee
- B. Received by (Printed Name) *[Signature]* Agent Addressee
- C. Date of Delivery *[Signature]*
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No
3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)

7008 2810 0000 5467 3438

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540