LEGAL SERVICES OF NEW JERSEY, INC.

Melville D. Miller, Jr., President 100 Metroplex Drive, Suite 402

Edison, NJ 08818-1357

Tel.: (732) 572-9100 Fax: (732) 572-0066 Attorneys for Defendant, William P. Wolf

By: Rebecca Schore

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,

Defendants.

RECEIVED & FILED

JAN - 7 2010

: SUPERIOR COURTION NEWGERS CO.

: CHANCERY DIVISION : OCEAN COUNTY

: DOCKET NO. F-12418-08

Civil Action

SECOND SUPPLEMENTAL CERTIFICATION OF REBECCA SCHORE, ESQ. IN SUPPORT OF MOTION TO VACATE JUDGMENT

Rebecca Schore, attorney at law in the State of New Jersey, certifies as follows:

- 1. I am the employed by Legal Services of New Jersey, attorneys for defendant in the above-titled action. I am the attorney primarily responsible for this matter. As such, I have personal knowledge of the facts set forth herein.
- I submit this second supplemental certification in support of Mr. Wolf's Motion to Vacate Final Judgment.

3. At the November 20, 2009 oral argument on Mr. Wolf's motion to vacate judgment, the Court instructed Plaintiff's counsel to produce an indorsed Note.

4. On December 10, 2009, I received an e-mail from Plaintiff's counsel with a 53 page attachment.

5. No certification was included in the 53 page attachment.

6. Attached as Exhibit A is a copy of the Note contained in the December 10, 2009 e-mail.

7. Attached as Exhibit B, for comparison, is a copy of the Note produced in connection with Plaintiff's Motion for Entry of Final Judgment filed on February 13, 2009.

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.

Dated: January 6, 2010

Rebecca Schore, Esq.

EXHIBIT A

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

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

MANCHESTER

NEW JERSEY

[Date]

[City]

[State]

2340 Woodland Rd, Manchester, NJ 08759-6134 ORIGINAL

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

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

 PayOption ARM Note - MTA Index 1E308-XX (12/05)(d)

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(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 the first Interest Rate Change Date, my interest rate will never be lower than the Margin. 9.950 %. Beginning with

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 pay those amounts in full on that date, which is called the "Maturity Date." , I still owe amounts under this Note, I will

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 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

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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 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.

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.

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.

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

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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

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.

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

(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.

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.

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.

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 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

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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.

ORIGINAL - Borrower - Borrower - Borrower - Borrower

PAY TO THE ORDER OF

WITHOUT RECOURSE COUNTRYWIDE BANK, N.A.

ADRIANA GARCIA COLLATERAL PROCESSING OFFICER

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EXHIBIT B

I EBITING this to be a true copy.

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

Sakah & Powers, An Attomeyat-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)

NAMCHISTER

MEN JERSBY

[Bala]

2340 Woodland Rd. Memobencer, NJ 08759-6134 ORIGINAL

BURROWER'S PROMISE TO PAY

In return for a loan that I have received, I prumise to pay U.S. \$ 240,000.00 ples interest, to the order of Lender. The Principal amount may increase as provided under the terms of this Note but will never (this emount is called "Principal"). 1.15 percent of the Principal amount I originally borrowed. This is called the "Maximum Limit." Lander is Countrywide Bank, M.A.

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

I understand their Leader may transfer this Note. Lander or anyone who takes this Note by transfer and who is emissed to receive payments under this Note is called the "Note Holder."

INTEREST

(A) Interest Rais

instress will be charged on unpaid Principal sastil the full assount of Principal has been poid. Up until the first day of the calendar moust that immediately precedes the first monthly payment due date set forth in Section 3 of this Note, I will pay interest 8.125 %. Additional days interest collected prior to the first mostly payment due date is sometimes called "Per Dient" interest and is case at the time I close my born. Thereafter until the first Interest Rate Change Dete, 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 Rase, and is used to extensite 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 take I will pay may change on the first that day every month thereafter. Each date on which my merces rate could change is called on "Interest Rate Change Date." The day of MOVENBER, 2006 now rate of lasterest will become effective on each leserest Rate Change Date. The interest rate may change monthly, but the monthly payment is recologisted in accordance with Section 3.

(C) Didag

Beginning with the first interest Rate Change Date, my adjustable interest rate will be based on as Index. The "ladex" is the "I walve bloom Average" of the annuel yields on actively traded United States Treasury Secondless adjusted to a occupant managery of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release emittles "Selected Interest Rules

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If the index is no longer available, the Note Hokker will choose a new index that is besed upon comparable information. The

Note Holder will give me notice of this choice.

(D) Culculation of Interest Rate Changes

Define each interest Rate Change Date, the Note Holder will extend see my new interest rare by adding. TYPER & 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 the first interest Rate Change Date, my interest rate will never be lower than the Margin. 9.950 % Besinging with

PAYMORNES

(A) Thee and Place of Payments

I will make a payment every month.

I will make my monthly payments on the first day of each mouth beginning on . 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 see date and will be applied to interest before Principal. If, on OCTOBES, DI, 2036 , I still owe smounts under this Note, I will pay those amounts in full on that date, which is called the "Metarity Date."

I will make my monthly payments at P.O. Box 550694, Dallas, YX 75266-0694 or at a different place if required by the Note Holder.

(B) Amount of My Initial Mouthly Payments:

Back of my initial mountily providents would the first Payment Charge Date will be in the amount of U.S. \$948.29 , unless adjusted under Section 3(F).

(C) Paymon! Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the first. MOVEMBER. 2007 , and on that day every 12th arough thereafter. Bach of these dotter is called a "Payacent Change Detn." bdy mosthly payment also will change at any time Scotled 3(F) or 3(O) 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 Paymont is not sufficient to cover the mnouse of the interest due then nagative amortization will occur.

I will pay the amount of my new Minimum Payment each mouth beginning on each Payment Change Dain or as provided in

Section 3(F) or 3(O) below.

(D) Cukulation of Monthly Payment Changes

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effective on a Poyment Change Data, will not increase by more than . 7.550% 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 escreen payments Lender may require sader the Security instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minhaum Payment due the month preceding the Paymount Change Date and archiptying 1.075. The result of this calculation is called the "Limited Proposent." Unless Section 3(F) or 3(O) It by the number below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Physical.

(E) Additions to Div Unpute Principal

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

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in full on the Manusty Date in activisatically equal payments. For each month that my monthly payment is less than the interest portion, the Note Hobbs will subtract the smount of my monthly payment from the amount of the interest portion and will add the difference to any unpaid Principal, and interest will account on the amount of this difference at the interest rate required by Section 2. For each month that the mosthly payment is greater than the interest portion, the Note Holder will apply the payment as

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

My unpaid Principal can never access the Maximum Limit equal to ONE HUNDERD PIFTEEN 115 %) of the Principal assessed I originally bestowed. My unpaid Principal could exceed that Maximum Limbs due to Missignum Payments and inserest rate increases. In this event, on the date that my paying my Minkeum Payment would cause me to exceed that famit, I will instead pay a new Minkston Payment. This means that my munchly payment may change more frequently than assessely 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 recay my then unpaid Principal in fall on the Materity Date in substantially equal payments at the content interest rate.

(G) Required Full Payment

Payment Change Date and on sects succeeding fifth Payment Change Date Change Date Change Date Change On the tenth begin paying the Pall 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.

(II) 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 Pryment, 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) Induced Only Payment: the smooth that would pay the interest portion of the mosthly payment. The Principal belance will not be decreased by this Payment Option and it is unly 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 exceedily payment emount is calculated on the assumption that the current rate will remain in effect for the remaining term.

(iii) 15 Year Amorthard Payment: the amount necessary to pay the lean off (Principal and interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This mentally payment emesses is calculated on the assumption that the current rate will remain in effect for the reasoning 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 may change. The notice will include information required by law to be given to me and also the title and telephense number of a person who will answer any question I may have regarding the action.

5. BORROWER'S RIGHT TO FREPAY

I have the right to make payments of Principal at my time before they are due. A payment of Principal only is known as a "Propayment." When I make a Prapayment, I will tell the Nose Holder in writing that I am doing so. I may not designate a

payment as a Prepayment of I have not made all the mountly payments due under this Note.

Firsty make a fall Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Propayments to reduce the amount of Principal that I own sader this Note. If I make a partial Prepayment, there will be an changes in the day dates of my monthly payments. My partial Propayment 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 office by an interest rate increase.

& LOAN CHARGES

If a law, which applies to this from and which sets maximum loss charges, is finally interpresed so that the interest or other ions charges collected or to be collected in connection with this loss exceed the permitted limits, then: (a) any such loss charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) my sums abreedy collected from me

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that exceeded permitted limits will be refunded to use. 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 refend reduces Principal, the reduction will be treated as a partial

7. DOBROWER'S FAILURE TO PAY AS REQUERED

(A) Late Charges for Overdoe Payments

If the Note Holder has not received the full amount of my Minimum Payment by the east of fiftnen (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 into charge procaptly but only once on each into payment.

(B) Dufnul

If I do not pay the full senount of each Minimum Payment on the date it is due, I will be in definuit.

(C) Notice of Default

If I am in definit, the Note Holder may send use a written notice selling use that if I do not pay the Minimum Payment by a certain date, the Note Holder may require use to pay insmediately the full uncount of Principal that has not been paid and all the interest that I own. The date mass the at least 30 days after the date on which the notice is mailed to one or delivered by other means.

(D) No Wairer By Note Holder

Even if, at a time when I men in default, the Mote Holder does not require me to pay interestistivity in full as described above, the Mote 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 sitocostal face.

& GIVENG OF NOTICES

Unders applicable has requires a different method, any notice that mest 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 any different address.

Unless the Now Holder recolless a different method, any notice that must be given to the Note Holder eacher this Note will be given by delivering it or by mailing it by first class mall to the Note Holder at the address sixted in Section 3(A) above or at a different address if I am given a notice of that different address.

9. PILIGATIONS OF PERSONS UNDER THIS HOTE

If noce then one person signs this Note, each person is fully and personally exsignated to keep sill the promises made in this Note, including the proteins to pay the full amount owed. Any person who is a guarantor, secrety or endorser of this Note is also obligated to do those chings. Any person who takes over these obligations, including the obligations of a guarantor, surely or endorser of this Note, is also obligated to keep all the premises 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. WALVERS

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 denote payment of amounts due. "Notice of Dishonor means the right to require the Pêtre Holder to give notice to other persons that amounts due have not been paid.

II. SECURED NOTE

is addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Truck, or Security Deed (the "Security Instrument"), dotted the same date so this Note, protects the Note Holder from possible learns 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 over under this Note. Some of these conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Berrower. 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 tunniferred in a bond

* Pay Option ARM Note - NEA Index 12366-XX (1205)

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LCAN #: 143884876

for deed, command for deed, installment miles commet or astrow agreement, the intent of which is the transfer of little by Borrower

at a figure 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 unitral person and a beneficial interest in Bourovey 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 species shall not be exercised by Lander if such exercipe is probabled by Applicable Law, Lender also shall not exercise this option if. (a) Berrower causes to be submissed to Lander information required by Lander to evaluate the introded transfered as if a new loan were being made in the transfered; and (b) Lender resonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any coverant or agreement in this Security instrument is socceptable to Leader.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Leader's consent to the lean assumption. Lander may also require the transferred to sign an assumption agreement that is acceptable to Lander and that obligates the transferes to keep all the promises and agreements made in the Note and in this Scountry instrument. Economy will

concluse to be obligated under the Note and this Security Instrument unless Lender releases Borrower is 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 Bearowar must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period. Lender may invoke may remedies permitted by this Security Instrument without further notice or descend on Borrower.

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

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HILLIAM P. WOLF	The state of the s	- Воножег
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[·] PayOption ARM Note - MTA Index TEMPAX (1208)

LEGAL SERVICES OF NEW JERSEY, INC. Melville D. Miller, Jr., President 100 Metroplex Drive, Suite 402 Edison, NJ 08818-1357

Tel.: (732) 572-9100 Fax: (732) 572-0066 Attorneys for Defendant, William P. Wolf

By: Rebecca Schore

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,

Defendants.

JAN - 7 2010
SUPERIOR CT., OCEAN CO.

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

: DOCKET NO. F-12418-08

Civil Action

CERTIFICATION OF SERVICE

Maria S. Giovene, of full age, hereby certifies as follows:

- 1. I am employed by Legal Services of New Jersey as an Administrative Assistant.
- 2. On January 6, 2010, the original and a copy of Second Supplemental Certification

of Rebecca Schore, Esq. in Support of Motion to Vacate Judgment were sent to the following by

Lawyers Service:

Clerk, Superior Court Chancery Division, Ocean County 120 Hooper Avenue Toms River, New Jersey 08754



3. On January 6, 2010, a copy of Second Supplemental Certification of Rebecca Schore, Esq. in Support of Motion to Vacate Judgment was sent to the following by Lawyers Service:

Honorable Frank A. Buczynski, Jr. 206 Courthouse Lane, 1st Floor Toms River, New Jersey 08754

Powers Kirn, LLC 728 Marne Highway, Suite 200 Moorestown, New Jersey 08057 Attn: Sarah Powers/Edward Kirn

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.

Maria S. Giovene

Dated: January 6, 2010