

02-1454-CD
ABN Amro Mtg. Vs Ward Goodrow Jr



02-1454-CD
ABN AMRO MORTGAGE GROUP, INC. vs. WARD O. GOODROW, et al

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258

TERM

Plaintiff

v.

NO. 02-1454-0

CLEARFIELD COUNTY

WARD O. GOODROW, JR.
JOAN A. GOODROW
A/K/A JOAN ANN GOODROW
RD1 BOX 483
WOODLAND, PA. 16881

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

****THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. ****

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

FILED

SEP 20 2002

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William A. Shaw
Prothonotary

See shift

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF
THE DEBT OR ANY PORTION THEREOF. IF
DEFENDANT(S) DO SO IN WRITING WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS
PLEADING, COUNSEL FOR PLAINTIFF WILL
OBTAIN AND PROVIDE DEFENDANT(S) WITH
WRITTEN VERIFICATION THEREOF;
OTHERWISE, THE DEBT WILL BE ASSUMED TO
BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS
PLEADING, COUNSEL FOR PLAINTIFF WILL
SEND DEFENDANT(S) THE NAME AND ADDRESS
OF THE ORIGINAL CREDITOR, IF DIFFERENT
FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT
UNTIL THE END OF THE THIRTY (30) DAY
PERIOD FOLLOWING FIRST CONTACT WITH
YOU BEFORE SUING YOU TO COLLECT THIS
DEBT. EVEN THOUGH THE LAW PROVIDES
THAT YOUR ANSWER TO THIS COMPLAINT IS
TO BE FILED IN THIS ACTION WITHIN TWENTY
(20) DAYS, YOU MAY OBTAIN AN EXTENSION OF
THAT TIME. FURTHERMORE, NO REQUEST
WILL BE MADE TO THE COURT FOR A
JUDGMENT UNTIL THE EXPIRATION OF THIRTY
(30) DAYS AFTER YOU HAVE RECEIVED THIS
COMPLAINT. HOWEVER, IF YOU REQUEST
PROOF OF THE DEBT OR THE NAME AND
ADDRESS OF THE ORIGINAL CREDITOR WITHIN
THE THIRTY (30) DAY PERIOD THAT BEGINS
UPON YOUR RECEIPT OF THIS COMPLAINT,
THE LAW REQUIRES US TO CEASE OUR
EFFORTS (THROUGH LITIGATION OR
OTHERWISE) TO COLLECT THE DEBT UNTIL
WE MAIL THE REQUESTED INFORMATION TO
YOU. YOU SHOULD CONSULT AN ATTORNEY
FOR ADVICE CONCERNING YOUR RIGHTS AND
OBLIGATIONS IN THIS SUIT.**

1. Plaintiff is

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258

2. The name(s) and last known address(es) of the Defendant(s) are:

WARD O. GOODROW, JR.
JOAN A. GOODROW
A/K/A JOAN ANN GOODROW
RD1 BOX 483
WOODLAND, PA. 16881

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.


3. On 10/27/00 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200016399.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/1/01 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor. the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$35,806.69
Interest	3,319.62
9/1/01 through 9/1/02 (Per Diem \$9.07)	
Attorney's Fees	1,225.00
Cumulative Late Charges	177.70
10/27/00 to 9/1/02	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$41,079.01
Escrow	
Credit	0.00
Deficit	<u>33.32</u>
Subtotal	<u>\$ 33.32</u>
TOTAL	\$41,112.33

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c.
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants; or
 - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$41,112.33, together with interest from 9/1/02 at the rate of \$9.07 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN LLP
By: 
/s/ Francis S. Hallinan
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

When recorded mail to:
ABN AMRO MORTGAGE GROUP, INC.
P.O. BOX 5064
TROY, MICHIGAN 48084
ATTN:FINAL/TRAILING DOCUMENTS

*Certified to be
a true copy*

*Wm. F. Goodrow
10-31-2000*

LOAN #: 612258771

Parcel Number:

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 27, 2000.**
WARD O. GOODROW/AND JOAN A. GOODROW, HUSBAND AND WIFE

The mortgagor is

*Jr. WOG Jr
JAG*

("Borrower").

This Security Instrument is given to **ABN AMRO MORTGAGE GROUP, INC., A DELAWARE CORPORATION,**

which is organized and

existing under the laws of **THE STATE OF DELAWARE,**
and whose address is **2600 W. BIG BEAVER RD., TROY, MICHIGAN 48084**

("Lender").

Borrower owes Lender the principal sum of *******THIRTY SIX THOUSAND AND NO/100**
***** Dollars
(U.S. **\$36,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"),
which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **NOVEMBER 1, 2030.**
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect
the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security
Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described
property located in **CLEARFIELD** County, Pennsylvania:

LOAN #: 612258771

which has the address of RD 1 BOX 483
SMOKERUN, WoodLAND
Pennsylvania 16881 ("Property Address");
[Zip Code]

W.O.F. Jr
JAG

[Street, City].

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

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

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

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

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

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

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

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

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

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

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

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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

W.A.G. Jr
JAG

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

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

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

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

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

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

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

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

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

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

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

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agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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

21. **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 paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate 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. If the default is not cured as specified, 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 paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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

LOAN #: 612258771

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

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

[Check applicable box(es)]

☐ Adjustable Rate Rider

☐ Graduated Payment Rider

☐ Balloon Rider

☐ V.A. Rider

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Rate Improvement Rider

☐ Other(s) [specify]

☐ 1-4 Family Rider

☐ Biweekly Payment Rider

☐ Second Home Rider

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

Witnesses:

Willard D. Goodrow

Ward O. Goodrow, Jr.
WARD O. GOODROW JR

Willard D. Goodrow

Joan A. Goodrow
JOAN A. GOODROW

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

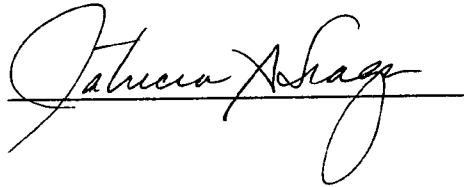
BEGINNING at a point on Township Route No. T-611 and land formerly of John Goodrow, now of Ward O. and Harriet Goodrow; thence in a Northeasterly direction along said Township Route No. T-611 a distance of about five hundred eighty-three (583) feet to a run or stream; thence in a Westerly direction a distance of about five hundred ten (510) feet along said run or stream to land formerly of John Goodrow now of Ward O. and Harriet Goodrow; thence in a Southerly direction a distance of about five hundred seventy (570) feet to place of beginning. Containing three (3) acres more or less, and having erected thereon a one and one-half (1½) story dwelling house.

BEING the same premises which Ward O. Goodrow and Harriet E. Goodrow his wife, by their Deed dated August 14, 1973 recorded at the Clearfield County Court House in Deed Book 655, page 262 conveyed to Ward O. Goodrow, Jr. and Thelma E. Goodrow.

PREMISES ON: RD 1 BOX 483

VERIFICATION

PATRICIA SRAGA hereby states ~~that she is~~ VICE PRESIDENT of ABN-AMRO MORTGAGE GROUP, INC. mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Patricia Sraga", is written over a horizontal line.

DATE: 9/17/02

FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification No. 12248
One Penn Center at Suburban
Station, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

Attorney for Plaintiff

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS

vs.

: CIVIL DIVISION

WARD O. GOODROW, JR.
RD1 BOX 483
WOODLAND, PA 16881
JOAN A. GOODROW, A/K/A
JOAN ANN GOODROW
RD1 BOX 483
WOODLAND, PA 16881

: NO. 02-1454-CD

**PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against WARD O. GOODROW, JR. and JOAN A. GOODROW, A/K/A JOAN ANN GOODROW, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$41,112.33
Interest - 9/1/02-11/5/02	\$ 598.62
TOTAL	\$41,710.95

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: November 12, 2002


PRO PROTHY

NOV 12 2002

William A. Shaw
Prothonotary

FEDERMAN AND PHELAN

BY: FRANK FEDERMAN, ESQUIRE

Attorney for Plaintiff

Identification No. 12248

1617 John F. Kennedy Boulevard Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

ABN AMRO MORTGAGE GROUP, INC.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

WARD O. GOODROW, JR.

JOAN A. GOODROW, A/K/A JOAN

ANN GOODROW

: NO. 02-1454-CD

Defendant (s)

TO: WARD O. GOODROW, JR.

RD 1 BOX 483

WOODLAND, PA 16881

FILE COPY


DATE OF NOTICE: OCTOBER 25, 2002

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641


Frank Federman, Esquire
Attorney for Plaintiff

- FEDERMAN AND PHELAN

BY: FRANK FEDERMAN, ESQUIRE

Attorney for Plaintiff

Identification No. 12248

1617 John F. Kennedy Boulevard Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

ABN AMRO MORTGAGE GROUP, INC.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

WARD O. GOODROW, JR.

JOAN A. GOODROW, A/K/A JOAN

: NO. 02-1454-CD

ANN GOODROW

Defendant(s)

TO: JOAN A. GOODROW, A/K/A JOAN ANN GOODROW

RD 1 BOX 483

WOODLAND, PA 16881

DATE OF NOTICE: OCTOBER 25, 2002

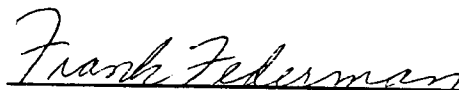
FILE COPY

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CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641


Frank Federman, Esquire
Attorney for Plaintiff

. . .
FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification No. 12248
One Penn Center at Suburban
Station, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

Attorney for Plaintiff

ABN AMRO MORTGAGE GROUP, INC.

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

vs.

: NO. 02-1454-CD

WARD O. GOODROW, JR.
JOAN A. GOODROW, A/K/A
JOAN ANN GOODROW

:

VERIFICATION OF NON-MILITARY SERVICE

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant WARD O. GOODROW, JR. is over 18 years of age and resides at RD1 BOX 483, WOODLAND, PA 16881.

(c) that defendant JOAN A. GOODROW, A/K/A JOAN ANN GOODROW is over 18 years of age, and resides at RD1 BOX 483, WOODLAND, PA 16881.

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


FRANK FEDERMAN, ESQUIRE

Atty pd. 20.00
m/2:11 ~~BN~~ Notice to each Def.
NOV 12 2012 Statement to Atty
William A. Shaw
Prothonotary

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

vs.

WARD O. GOODROW, JR.

JOAN A. GOODROW, A/K/A

JOAN ANN GOODROW

Defendants

)

) NO. 02-1454-CD

)

)

Notice is given that a Judgment in the above-captioned
matter has been entered against you on November 12, 2002.

By: _____ DEPUTY

If you have any questions concerning this matter, please contact:

FRANK FEDERMAN, ESQUIRE

Attorney for Party Filing
One Penn Center at Suburban
Station, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE
PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND
SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT
ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

vs.

WARD O. GOODROW, JR.

JOAN A. GOODROW, A/K/A

JOAN ANN GOODROW

Defendants

)

) NO. 02-1454-CD

)

)

Notice is given that a Judgment in the above-captioned
matter has been entered against you on November 12, 2002.

By: _____ DEPUTY

If you have any questions concerning this matter, please contact:

FRANK FEDERMAN, ESQUIRE

Attorney for Party Filing
One Penn Center at Suburban
Station, Suite 1400
Philadelphia, PA 19103
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ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

COPY

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

ABN Amro Mortgage Group, Inc.
Plaintiff(s)

No.: 2002-01454-CD

Real Debt: \$41,710.95

Atty's Comm:

Vs.

Costs: \$

Int. From:

Ward O. Goodrow Jr.
Joan A. Goodrow
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 12, 2002

Expires: November 12, 2007

Certified from the record this 12th day of November, 2002.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180-3183

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258

: CLEARFIELD COUNTY
:
: COURT OF COMMON
: PLEAS
:

Plaintiff

: CIVIL DIVISION
:

vs.

: NO. 02-1454-CD
:

WARD O. GOODROW, JR.
RD1 BOX 483
WOODLAND, PA 16881
JOAN A. GOODROW, A/K/A JOAN
ANN GOODROW
RD1 BOX 483
WOODLAND, PA 16881

:
:
:
:
:
:

Defendant(s)

TO THE DIRECTOR OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due \$ 41,710.95

Interest from \$_____ and Costs
11/6/02 - (sale date)
(per diem - \$6.86)

Prothonotary costs 120.00

Frank Federman

FRANK FEDERMAN, ESQUIRE
ONE PENN CENTER AT SUBURBAN STATION
SUITE 1400
PHILADELPHIA, PA 19103
Attorney for Plaintiff

Note: Please attach description of property.

FILED

NOV 12 2002

William A. Shaw
Prothonotary

No. 02-1454-CD Term
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA


ABN AMRO MORTGAGE GROUP, INC.

vs.

WARD O. GOODROW, JR.
JOAN A. GOODROW, A/K/A JOAN ANN GOODROW

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:


Attorney for Plaintiff

Address: RD1 BOX 483 RD1 BOX 483
WOODLAND, PA 16881 WOODLAND, PA 16881

Where papers may be served.

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

BEGINNING at a point on Township Route No. T-611 and land formerly of John Goodrow, now of Ward O. and Harriet Goodrow; thence in a Northeasterly direction along said Township Route No. T-611 a distance of five hundred eighty-three (583) feet to a run or stream; thence in a Westerly direction a distance of about five hundred ten (510) feet along said run or stream to land formerly of John Goodrow of Ward O. and Harriet Goodrow; thence in a Southerly direction a distance of about five hundred seventy (570) feet to place of beginning.

CONTAINING three (3) acres more or less and having erected thereon a one and one-half (1 1/2) story dwelling house.

Parcel #106.0-NO7-000-00036

TITLE TO SAID PREMISES IS VESTED IN Ward O. Goodrow, Jr. and Jean Ann Goodrow, husband and wife by Deed from Ward O. Goodrow, Jr. dated 3/4/2002 and recorded 3/6/2002, in Instrument ID #200203605.

100 Shift @ 6 units w/ Pop. desc.
M 13:43 ~~511~~ Aug pd. 2000
NOV 12 2000

William A. Shaw
Prothonotary

WAS

2
FEDERMAN and PHELAN
By: FRANK FEDERMAN
Identification No. 12248
Suite 1400
One Penn Center at Suburban Station
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

ABN AMRO MORTGAGE GROUP, INC.

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

vs.

: NO. 02-1454-CD

WARD O. GOODROW, JR.
JOAN A. GOODROW, A/K/A
JOAN ANN GOODROW

:

CERTIFICATION

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

- () an FHA Mortgage
- () non-owner occupied
- () vacant
- (X) Act 91 procedures have been fulfilled

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


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.)	
)	
Plaintiff)	CIVIL DIVISION
vs.)	
)	
WARD O. GOODROW, JR.)	
JOAN A. GOODROW, A/K/A)	
JOAN ANN GOODROW)	NO. 02-1454-CD
Defendant(s))	

AFFIDAVIT PURSUANT TO RULE 3129.1

ABN AMRO MORTGAGE GROUP, INC., Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at RD1 BOX 483, WOODLAND, PA 16881.

1. Name and address of owner(s) or reputed owner (s):

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	------------------------------------------------------------------------------

<u>WARD O. GOODROW, JR.</u>	<u>RD1 BOX 483</u> <u>WOODLAND, PA 16881</u>
-----------------------------	-------------------------------------------------

<u>JOAN A. GOODROW, A/K/A</u> <u>JOAN ANN GOODROW</u>	<u>RD1 BOX 483</u> <u>WOODLAND, PA 16881</u>
----------------------------------------------------------	-------------------------------------------------

2. Name and address of defendant(s) in the judgment:

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	------------------------------------------------------------------------------

SAME AS ABOVE

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

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	------------------------------------------------------------------------------

NONE

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

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	------------------------------------------------------------------------------

NONE

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

Name

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

Name

**CLEARFIELD COUNTY DOMESTIC
RELATIONS DEPARTMENT**

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

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

Name

COMMONWEALTH OF PA
DEPT. OF WELFARE

P.O. BOX 2675
HARRISBURG, PA 17105

TENANT/OCCUPANT

RD1 BOX 483
WOODLAND, PA 16881

(Attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. #4904 relating to unsworn falsification to authorities.

November 11, 2002
Date

Frank Federman
FRANK FEDERMAN, ESQ.
Attorney for Plaintiff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258
Plaintiff

vs.

WARD O. GOODROW, JR.
RD1 BOX 483
WOODLAND, PA 16881
JOAN A. GOODROW, A/K/A JOAN
ANN GOODROW
RD1 BOX 483
WOODLAND, PA 16881

: CLEARFIELD COUNTY
:
: COURT OF COMMON
: PLEAS
:
: CIVIL DIVISION
:
: NO. 02-1454-CD
:
:
:
:
:

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Premises RD1 BOX 483, WOODLAND, PA 16881
(see attached legal description)

Amount Due \$ 41,710.95

Interest from \$ _____
11/6/02 - (sale date)
(per diem - \$6.86)

Total \$ _____ Plus Costs as endorsed.

Prothonotary Costs 120.00

William L. Lukan *WLL*

Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

Dated: November 12, 2002
(Seal) No. 02-1454-CD Term

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.

vs.

WARD O. GOODROW, JR.

JOAN A. GOODROW, A/K/A JOAN ANN GOODROW

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

Frank S. Tolman

Attorney for Plaintiff

Address: RD1 BOX 483 RD1 BOX 483
WOODLAND, PA 16881 WOODLAND, PA 16881

Where papers may be served.

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

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CONTAINING three (3) acres more or less and having erected thereon a one and one-half (1 1/2) story dwelling house.

Parcel #106.0-NO7-000-00036

TITLE TO SAID PREMISES IS VESTED IN Ward O. Goodrow, Jr. and Joan Ann Goodrow, husband and wife by Deed from Ward O. Goodrow, Jr. dated 3/4/2002 and recorded 3/6/2002, in Instrument ID #200203605.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13085

ABN AMRO MORTGAGE GROUP, INC.

02-1454-CD

VS.

GOODROW, WARD O. JR. & JOAN A.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 4, 2002 AT 10:24 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOAN A. GOODROW A/K/A/ JOAN ANN GOODROW, DEFENDANT AT RESIDENCE, RD 1, BOX 483, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOAN ANN GOODROW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW OCTOBER 4, 2002 AT 10:24 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WARD O. GOODROW, JR., DEFENDANT AT RESIDENCE, RD 1, BOX 483, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOAN ANN GOODROW, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

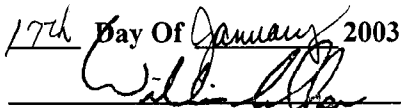
Return Costs

Cost	Description
32.25	SHFF. HAWKINS PD. BY ATTY.
20.00	SURCHARGE PD. BY ATTY.

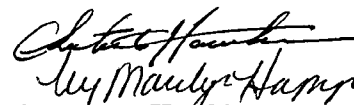
FILED
BA 0 2:03 PM NOV
JAN 17 2003

William A. Shaw
Prothonotary

Sworn to Before Me This

17th Day Of January 2003


So Answers,


Chester A. Hawkins
Sheriff

AFFIDAVIT OF SERVICE

PLAINTIFF ABN AMRO MORTGAGE GROUP, INC.

CLEARFIELD COUNTY

No. 02-1454-CD

DEFENDANT(S) WARD O. GOODROW, JR.
JOAN A. GOODROW, A/K/A
JOAN ANN GOODROW

Type of Action
- Notice of Sheriff's Sale

SERVE AT RD1 BOX 483
WOODLAND, PA 16881

Sale Date: February 7, 2003

SERVED

Served and made known to Joan A. Goodrow, Defendant, on the 13 day of December, 2002,
at 4:43 o'clock P.m., at RD#1 Box 483, Woodland 16881, Commonwealth of Pennsylvania, in the
manner described below:

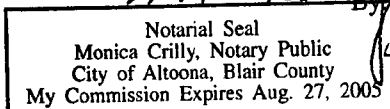
☒ Defendant personally served.
____ Adult family member with whom Defendant(s) reside(s). Relationship is ____
____ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
____ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
____ Agent or person in charge of Defendant(s)'s office or usual place of business.
____ an officer of said Defendant(s)'s company.
____ Other: _____

Description: Age 58 Height 5'4" Weight 220 Race W Sex F Other _____

I, Thomas P. Chatham, a competent adult, being duly sworn according to law, depose and state that I personally handed
a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at
the address indicated above.

Sworn to and subscribed
before me this 14th day
of December, 2002.

Notary: _____



NOT SERVED

On the 14th day of December, 2002, at _____ o'clock ____m., Defendant **NOT FOUND** because:

____ Moved ____ Unknown ____ No Answer ____ Vacant

Other: _____

Sworn to and subscribed
before me this ____ day
of _____, 200 ____.

Notary: _____

By: _____

Loan # 0612258771

Attorney for Plaintiff

Frank Federman, Esquire - I.D. No. 12248

One Penn Center at Suburban Station- Suite 1400

Philadelphia, PA 19103

(215) 563-7000

AFFIDAVIT OF SERVICE

PLAINTIFF ABN AMRO MORTGAGE GROUP, INC.

CLEARFIELD COUNTY

No. 02-1454-CD

DEFENDANT(S) WARD O. GOODROW, JR.
JOAN A. GOODROW, A/K/A
JOAN ANN GOODROW

Type of Action
- Notice of Sheriff's Sale

SERVE AT RD1 BOX 483
WOODLAND, PA 16881

Sale Date: February 7, 2003

SERVED

Served and made known to Ward O. Goodrow Jr., Defendant, on the 13 day of December, 2002
at 4:43 o'clock P.m., at RD#1 Box 483, Woodland 16881, Commonwealth of Pennsylvania, in the
manner described below:

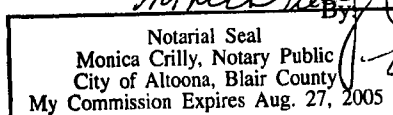
☐ Defendant personally served.
☒ Adult family member with whom Defendant(s) reside(s). Relationship is Wife.
☐ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
☐ Agent or person in charge of Defendant(s)'s office or usual place of business.
☐ an officer of said Defendant(s)'s company.
☐ Other: _____

Description: Age 58 Height 5'4" Weight 220 Race W Sex F Other _____

I, Thomas P. Chatham, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 14th day
of December, 2002

Notary: _____



NOT SERVED

On the 14th day of December, 2002, at _____ o'clock _____ m., Defendant **NOT FOUND** because:

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other: _____

Sworn to and subscribed
before me this _____ day
of _____, 200 ____

Notary: _____

By: _____

Loan # 0612258771

Attorney for Plaintiff

Frank Federman, Esquire - I.D. No. 12248

One Penn Center at Suburban Station- Suite 1400

Philadelphia, PA 19103

(215) 563-7000

SALE DATE: 2/7/03

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

ABN AMRO MORTGAGE GROUP, INC.

No.: 02-1454-CD

vs.

WARD O. GOODROW, JR.
JOAN A. GOODROW A/K/A JOAN ANN
GOODROW

m/110801
2/7/03
W. O. Shaw
Prothonotary


**AFFIDAVIT PURSUANT TO RULE 3129.1
AND RETURN OF SERVICE PURSUANT TO
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at:

RD 1 BOX 483, WOODLAND, PA 16881.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Supplemental Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ABN AMRO MORTGAGE GROUP, INC.)	
)	
Plaintiff)	CIVIL DIVISION
vs.)	
)	
WARD O. GOODROW, JR.)	
JOAN A. GOODROW, A/K/A)	
JOAN ANN GOODROW)	NO. 02-1454-CD
Defendant(s))	

AFFIDAVIT PURSUANT TO RULE 3129.1

ABN AMRO MORTGAGE GROUP, INC., Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at RD1 BOX 483, WOODLAND, PA 16881.

1. Name and address of owner(s) or reputed owner (s):

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	------------------------------------------------------------------------------

<u>WARD O. GOODROW, JR.</u>	<u>RD1 BOX 483</u>
	<u>WOODLAND, PA 16881</u>
<u>JOAN A. GOODROW, A/K/A</u>	<u>RD1 BOX 483</u>
<u>JOAN ANN GOODROW</u>	<u>WOODLAND, PA 16881</u>

2. Name and address of defendant(s) in the judgment:

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	------------------------------------------------------------------------------

SAME AS ABOVE

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

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	------------------------------------------------------------------------------

NONE

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

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	------------------------------------------------------------------------------

NONE

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

Name Address (if address cannot be reasonably
ascertained, please so indicate)

NONE

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

Name Address (if address cannot be reasonably
ascertained, please so indicate)

CLEARFIELD COUNTY DOMESTIC
RELATIONS DEPARTMENT

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

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

Name Address (if address cannot be reasonably
ascertained, please so indicate)

COMMONWEALTH OF PA
DEPT. OF WELFARE

P.O. BOX 2675
HARRISBURG, PA 17105

TENANT/OCCUPANT

RD1 BOX 483
WOODLAND, PA 16881

(Attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and
correct to the best of my personal knowledge or information and belief. I
understand that false statements herein are made subject to the penalties of
18 Pa. C.S. #4904 relating to unsworn falsification to authorities.

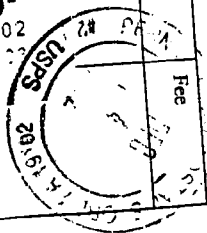
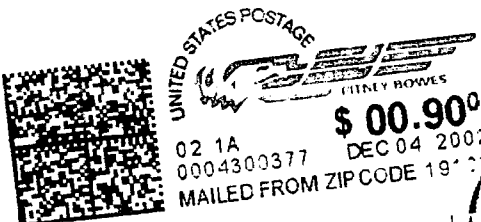
November 11, 2002
Date


FRANK FEDERMAN, ESQ.
Attorney for Plaintiff

Name and Address of Sender
FEDERMAN & PHELAN
 One Penn Center at Suburban, Suite 1400
 Philadelphia, PA 19103

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	TEAM2 *****	CLEARFIELD COUNTY DOMESTIC RELATIONS DEPARTMENT CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830		
2	*****	COMMONWEALTH OF PA DEPT. OF WELFARE P.O. BOX 2675 HARRISBURG, PA 17105		
3	*****	TENANT/OCCUPANT RD1 BOX 483 WOODLAND, PA 16881		
4	*****			
5	*****			
6	*****			
7	*****			
8	*****			
9	*****			
10	*****			
11	*****			
15		RE: WARD O. GOODROW, JR.		
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	

SPL



DATE: November 11, 2002

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

OWNER(S): WARD O. GOODROW, JR.
JOAN A. GOODROW, A/K/A JOAN ANN GOODROW

PROPERTY: RD1 BOX 483
WOODLAND, PA 16881

Improvements: Residential dwelling

Judgment Amount: \$41,710.95

CLEARFIELD COUNTY

NO. 02-1454-CD

The above-captioned property is scheduled to be sold at the CLEARFIELD County Sheriff's Sale on February 7, 2003 at CLEARFIELD County Courthouse, 1 North 2nd Street, Suite 110, Clearfield, PA 16830 at 10:00 a.m.

Our records indicate that you may hold a mortgage or judgment on the property which may be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

FEDERMAN AND PHELAN, L.L.P.

Suite 1400
One Penn Center at Suburban Station
Philadelphia, PA 19103-1814
215-563-7000
Fax: 215-563-5534

Victoria Snigareva
Complaint Department

Representing Lenders in
Pennsylvania and New Jersey

April 7, 2003

Office of the Prothonotary
One North 2nd Street
Clearfield, PA 16830

Re: ABN AMRO MORTGAGE GROUP, INC.
vs. WARD O. GOODROW, JR. and JOAN A. GOODROW,
A/K/A JOAN ANN GOODROW
CCP, CLEARFIELD County, No. 02-1454-CD

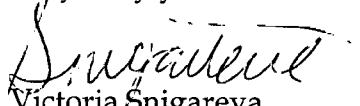
Dear Sir/Madam:

Enclosed please find Plaintiff's Praecipe to Withdraw Complaint, Without Prejudice, and Discontinue and End with respect to the above matter. Also enclosed is a check for the filing fee, if applicable.

Please file the original of record and return a time-stamped copy to me in the envelope enclosed.

Thank you for your attention to this matter.

Very truly yours,


Victoria Snigareva
for Federman and Phelan

FILED

APR 21 2003

Enclosures

William A. Shaw
Prothonotary

FEDERMAN AND PHELAN, LLP

By: Frank Federman, Esquire I.D. No. 12248
Lawrence T. Phelan, Esquire I.D. No. 32227
Francis S. Hallinan, Esquire I.D. No. 62695
One Penn Center at Suburban Station
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ABN AMRO MORTGAGE GROUP, INC.

Plaintiff

vs.

Court of Common Pleas
CLEARFIELD County
No. 02-1454-CD

**WARD O. GOODROW, JR.
JOAN A. GOODROW, A/K/A JOAN
ANN GOODROW**

Defendant(s)

PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE,
AND DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly withdraw the complaint filed in the instant matter, without prejudice, and mark this case discontinued and ended, upon payment of your costs only.

Date

4-16-03

Francis S. Hallinan

Frank Federman, Esquire
Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Attorneys for Plaintiff

FILED

M 2:39 PM
APR 21 2003

200 East
2nd Street

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ABN Amro Mortgage Group, Inc.

Vs.

No. 2002-01454-CD

Ward O. Goodrow Jr.

Joan A. Goodrow

COPY

CERTIFICATE OF DISCONTINUATION

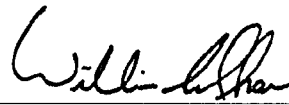
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 21, 2003, marked:

Discontinued, Settled and Ended

Record costs in the sum of \$172.25 have been paid in full by Attorney for Plaintiff.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 21st day of April A.D. 2003.



William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13337

ABN AMRO MORTGAGE GROUP, INC.

02-1454-CD

VS.

GOODROW, WARD O. JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 26, 2002 @ 11:00 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF FEBRUARY 7, 2003 WAS SET.

EOK
NO
CC

01/22/04
001 26 2004

NOW, NOVEMBER 26, 2002 @ 11:00 A.M. SERVED JOAN A. GOODROW, A/K/A JOAN ANN GOODROW, DEFENDANT, AT HER RESIDENCE RD #1, BOX 483, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA 16881 BY HANDING TO JOAN A. GOODROW, A/K/A JOAN ANN GOODROW A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, NOVEMBER 26, 2002 @ 11:00 A.M. O'CLOCK SERVED WARD O. GOODROW, JR DEFENDANT, AT HIS RESIDENCE RD #1, BOX 483, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA 16881, BY HANDING TO JOAN A. GOODROW A/K/A JOAN ANN GOODROW, WIFE/DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, FEBRUARY 6, 2004 RECEIVED A FAX LETTER FROM THE PLALINTIFF'S ATTORNEY TO RESCHEDULE THE SHERIFF'S SALE SCHEDULED FOR FEBRUARY 7, 2003 TO MAY 2, 2003.

NOW, APRIL 30, 2003 RECEIVED A FAL LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE SCHEDULED FOR MAY 2, 2003.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13337

ABN AMRO MORTGAGE GROUP, INC.

02-1454-CD

VS.

GOODROW, WARD O. JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 26, 2004 RETURN WRIT AS NO SALE HELD ON THE PROPERTY
OF THE DEFENDANTS. THE PLAINTIFF'S ATTORNEY STAYED THE SALE. TIME
EXPIRED.

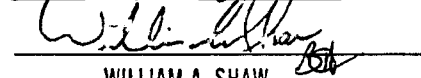
SHERIFF HAWKINS \$176.64

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

26th Day Of October 2004

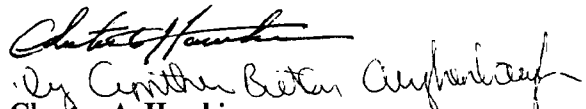


WILLIAM A. SHAW

Prothonotary

My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,



Chester A. Hawkins

Sheriff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

ABN AMRO MORTGAGE GROUP, INC.
7159 CORKLAN DRIVE
JACKSONVILLE, FL 32258
Plaintiff

vs.

WARD O. GOODROW, JR.
RD1 BOX 483
WOODLAND, PA 16881
JOAN A. GOODROW, A/K/A JOAN
ANN GOODROW
RD1 BOX 483
WOODLAND, PA 16881

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Premises RD1 BOX 483, WOODLAND, PA 16881
(see attached legal description)

Amount Due \$ 41,710.95

Interest from \$ _____
11/6/02 - (sale date)
(per diem - \$6.86)

Total \$ _____ Plus Costs as endorsed.

Prothonotary costs 120.00



Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

Dated: November 12, 2002
(Seal) No. 02-1454-CD Term

Received 11-12-02 @ 3:30 P.M.
Chester A. Hawkins
By Cynthia Butler-Aughenbaugh

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

AMRO MORTGAGE GROUP, INC.

vs.

WARD O. GOODROW, JR.

JOAN A. GOODROW, A/K/A JOAN ANN GOODROW

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

Harold Goodrow
Attorney for Plaintiff

Address: RD1 BOX 483 RD1 BOX 483
WOODLAND, PA 16881 WOODLAND, PA 16881

Where papers may be served.

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

BEGINNING at a point on Township Route No. T-611 and land formerly of John Goodrow, now of Ward O. and Harriet Goodrow; thence in a Northeasterly direction along said Township Route No. T-611 a distance of five hundred eighty-three (583) feet to a run or stream; thence in a Westerly direction a distance of about five hundred ten (510) feet along said run or stream to land formerly of John Goodrow of Ward O. and Harriet Goodrow; thence in a Southerly direction a distance of about five hundred seventy (570) feet to place of beginning.

CONTAINING three (3) acres more or less and having erected thereon a one and one-half (1 1/2) story dwelling house.

Parcel #106.0-NO7-000-00036

TITLE TO SAID PREMISES IS VESTED IN Ward O. Goodrow, Jr. and Joan Ann Goodrow, husband and wife by Deed from Ward O. Goodrow, Jr. dated 3/4/2002 and recorded 3/6/2002, in Instrument ID #200203605.

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME GOODROW NO. 02-1454

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the _____ day of _____ 2002, I exposed the within described real estate of _____ to public venue or outcry at which time and place I sold the same to

he/she being the highest bidder, for the sum of _____ and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	3.60
LEVY	15.00
MILEAGE	3.60
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
TOTAL SHERIFF COSTS	176.64

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	
TRANSFER TAX 2%	
TOTAL DEED COSTS	0.00

DEBIT & INTEREST:

DEBT-AMOUNT DUE	41,710.95
INTEREST FROM 11/12/02	
TO BE ADDED TO SALE DATE	

TOTAL DEBT & INTEREST	41,710.95
----------------------------------	------------------

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	308.07
LATE CHARGES & FEES	
TAXES - collector	
TAXES - tax claim	NONE
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	200.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	176.64
LEGAL JOURNAL AD	228.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	120.00
MORTGAGE SEARCH	80.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
MUNICIPAL LIEN	

TOTAL COSTS	1,112.71
--------------------	-----------------

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

Law Offices
FEDERMAN AND PHELAN, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Daniel.Trautz@fedphe-pa.com

Dan G. Trautz
Judgment Department, Ext. 1298

Representing Lenders in
Pennsylvania and New Jersey

February 6, 2003

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

RE: ABN AMRO MORTGAGE GROUP, INC.

vs.

**WARD O. GOODROW, JR. and JOAN A. GOODROW, A/K/A JOAN ANN
GOODROW
No. 02-1454-CD
RD1 BOX 483, WOODLAND, PA 16881**

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is
scheduled for February 7, 2003.

The property is to be relisted for the May 2, 2003 Sheriff's Sale.

Very truly yours,



Dan G. Trautz

Law Offices
FEDERMAN AND PHELAN, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1811
Daniel.Trautz@fedphe-pa.com

Dan G. Trautz
Judgment Department, Ext. 1298

Representing Lenders in
Pennsylvania and New Jersey

April 30, 2003

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: ABN AMRO MORTGAGE GROUP, INC. v. WARD O. GOODROW, JR. and JOAN A.
GOODROW A/K/A JOAN ANN GOODROW
02-1454-CD
RD 1 BOX 483, WOODLAND, PA 15881

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for May 2,
2003.

No funds were received in consideration for the stay.

Very truly yours,


Dan G. Trautz