

03-1418-CD
WASHINGTON MUTUAL BANK vs. LINDA JOHNSON, et al.

WASHINGTON MUTUAL BANK, FA SUCCESSOR
BY MERGER TO NORTH AMERICAN MORTGAGE
COMPANY

Plaintiff

vs.

LINDA JOHNSON AND EDWARD JOHNSON
ADMINISTRATORS OF THE ESTATE OF KEVIN
JOHNSON, DECEASED

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2003-1418-CO

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the 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 claim 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 LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

FILED

SEP 22 2003

11:12:10 AM

William A. Shaw

Prothonotary/Clerk of Courts

3 CENT TO SHF
1 CENT TO ATT

WASHINGTON MUTUAL BANK, FA
SUCCESSOR BY MERGER TO NORTH
AMERICAN MORTGAGE COMPANY,

Plaintiff

vs.

LINDA JOHNSON AND EDWARD JOHNSON
ADMINISTRATORS OF THE ESTATE OF
KEVIN JOHNSON,

Defendants

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

:
: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE
:

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THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

WASHINGTON MUTUAL BANK, FA
SUCCESSOR BY MERGER TO NORTH
AMERICAN MORTGAGE COMPANY

Plaintiff

vs.

LINDA JOHNSON AND EDWARD JOHNSON
ADMINISTRATORS OF THE ESTATE OF
KEVIN JOHNSON,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: ACTION OF MORTGAGE FORECLOSURE
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COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO NORTH AMERICAN MORTGAGE COMPANY, is a Corporation, with an address of P.O. Box 1169, Milwaukee, Wisconsin 53224.
2. Defendant, LINDA JOHNSON, is an adult individual, whose last known address is RD#1, BOX 345 GRAMPIAN, PENNSYLVANIA 16838. Defendant, EDWARD JOHNSON, is an adult individual, whose last known address is RD#1, BOX 345, GRAMPIAN, PENNSYLVANIA 16838. They were appointed Administrators of the Estates of Kevin Johnson on October 11, 2001 Files #2001-531.
3. On or about, June 19, 2000, the said Defendant, Kevin Johnson, executed and delivered a Mortgage Note in the sum of \$72,000.00 payable to NORTH AMERICAN MORTGAGE COMPANY, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendant, Kevin Johnson, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 200008740 conveying to original Mortgagee the subject premises. Washington Mutual Bank, FA is Successor By Merger to North American Mortgage Company. The Said Mortgage is incorporated herein by reference.

5. The land subject to the Mortgage is: RD#1, BOX 345, GRAMPIAN, PENNSYLVANIA 16838 and is more particularly described in Exhibit "B" attached hereto.
6. The Said, KEVIN JOHNSON died intestate on June 15, 2001. On October 11, 2001 letters of Administration were granted to Linda Johnson and Edward Johnson. The heirs of Kevin Johnson are the real owners of the property. Their interests are represented by the administrator.
7. The Mortgage is in default due to the fact that Defendants have failed to pay the installment due on March 01, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

| | |
|--|-------------------|
| UNPAID PRINCIPAL BALANCE | \$70,933.30 |
| Interest at \$19.91 per day From 02/01/2003 To 10/01/2003 (based on contract rate of 10.250%) | \$5,435.43 |
| Accumulated Late Charges | \$225.82 |
| Late Charges \$32.26 From 03/01/2003 to 10/01/2003 | \$290.33 |
| Escrow Balance | \$999.31 |
| Attorney's Fee at 5% of Principal Balance | \$3,546.67 |
| TOTAL | <hr/> \$81,430.86 |

**Together with interest at the per diem rate noted above after October 01, 2003 and other charges and costs to date of Sheriff's Sale.

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 that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of Intention to Foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 10.250% (\$19.91 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: _____

PURCELL, KRUG & HALLER

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

19 *KF*
JUNE 28, 2000
(Date)

NOTE

STATE COLLEGE
(City)

PENNSYLVANIA
(State)

RD 1 BOX 354, GRAMP IAN, PA 18838

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 72,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN MORTGAGE COMPANY

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.250 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on AUGUST 01

2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on JULY 01, 2030, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 645.20

4. 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 make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of 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 date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(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 overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and

MULTISTATE FIXED RATE NOTE- Single Family - Fannie Mae Uniform Instrument

Form 3200 12/99

Amended 12/99

NAMP MORTGAGE FORMS • D131293-8100 • (800) 521-3211

Page 1 of 8

Initials: *KF*



Exhibit "A"

all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(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. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. 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.

10. UNIFORM SECURED NOTE

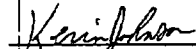
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses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

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

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.

THE ATTACHED TIMELY PAYMENT REWARDS ADDENDUM TO NOTE IS MADE A PART HEREOF.

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

| | | | |
|---|-----------|-------|-----------|
|  | (Seal) | _____ | (Seal) |
| KEVIN JOHNSON | -Borrower | | -Borrower |
| SSN: 198-06-3184 | | SSN: | |
| _____ | (Seal) | _____ | (Seal) |
| | -Borrower | | -Borrower |
| SSN: | | SSN: | |

(Sign Original Only)

LEGAL DESCRIPTION

File No. S/3813
Mortgagee North American Mortgage Company
Mortgagor Kevin Johnson

All that certain parcel of land and improvements thereon situate in Bloom Township, Clearfield County, Pennsylvania and designated as Parcel No. 104-D8-2 and more fully described in a Deed dated June 19, 2000 and intended to be recorded contemporaneously herewith.

Exhibit "B"

COMPANY NAME: WASHINGTON MUTUAL BANK, FA SUCCESSOR BY
MERGER TO NORTH AMERICAN MORTGAGE COMPANY

VERIFICATION

I verify that the statements made in the foregoing Complaint are true,
and correct.

I understand that false statements herein are made subject to the
penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to
authorities.

Dated 9/17/03

By Dean LaRocha
Dean LaRocha

Title Asst Secretary

In The Court of Common Pleas of Clearfield County, Pennsylvania

WASHINGTON MUTUAL BANK

VS.

JOHNSON, LINDA & EDWARD ADMIN. ET AL

COMPLAINT ACTION OF MORTGAGE FORECLOSURE

Sheriff Docket # 14595

03-1418-CD

SHERIFF RETURNS

NOW SEPTEMBER 25, 2003 AT 10:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LINDA JOHNSON, Administrator of Estate of Kevin Johnson, Deceased AT RESIDENCE, Rd#1 BOX 345, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDA JOHNSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MORGILLO

NOW SEPTEMBER 25, 2003 AT 10:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD JOHNSON, Administrator of Estate of Kevin Johnson, Deceased, DEFENDANT AT RESIDENCE, RD#1 BOX 345, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDA JOHNSON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MORGILLO

NOW SEPTEMBER 25, 2003 AT 10:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT (JOHNSON PROPERTY) AT RESIDENCE, RD#1 BOX 345, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDA JOHNSON, ADM. OF ESTATE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MORGILLO

Return Costs

| Cost | Description |
|-------|---|
| 38.64 | SHERIFF HAWKINS PAID BY: ATTY CK# 80337 |
| 30.00 | SURCHARGE PAID BY: ATTY CK# 80338 |

Sworn to Before Me This

30 Day Of September 2003
William A. Shaw

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

FILED

SEP 30 2003

William A. Shaw
Prothonotary

WASHINGTON MUTUAL BANK, FA SUCCESSOR
BY MERGER TO NORTH AMERICAN MORTGAGE
COMPANY,

PLAINTIFF

VS.

EDWARD JOHNSON AND LINDA JOHNSON,
ADMINISTRATORS OF THE ESTATE OF KEVIN
JOHNSON, DECEASED,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-1418-CD

IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY OF THE WITHIN COUNTY:

Please enter **JUDGMENT** in rem in favor of the Plaintiff and against Defendant(s) **EDWARD JOHNSON AND LINDA JOHNSON, ADMINISTRATORS OF THE ESTATE OF KEVIN JOHNSON, DECEASED** for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

| | |
|--------------------------|--------------------|
| Unpaid Principal Balance | \$70,933.30 |
| Interest | \$5,435.43 |
| Per diem of \$19.91 | |
| From 02/01/2003 | |
| To 10/01/2003 | |
| Accumulated Late Charges | \$225.82 |
| Late Charges | \$290.33 |
| (\$32.26 per month to | |
| 10/01/2003) | |
| Escrow Deficit | \$999.31 |
| 5% Attorney's Commission | \$3,546.67 |
| TOTAL | \$81,430.86 |

****Together with additional interest at the per diem rate indicated above from the date herein, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.**

PURCELL, KRUG & HALLER

By

Leon P. Haller PA I.D. # 15700
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

FILED

DEC 04 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED

Atty gen. 20:00

8/2:03:28
DEC 04 2003

1 cc a Notice to each def.
Statement to Atty

William A. Shaw

Prothonotary/Clerk of Courts

[Signature]

WASHINGTON MUTUAL BANK, FA SUCCESSOR
BY MERGER TO NORTH AMERICAN MORTGAGE
COMPANY,

PLAINTIFF

VS.

EDWARD JOHNSON AND LINDA JOHNSON,
ADMINISTRATORS OF THE ESTATE OF KEVIN
JOHNSON, DECEASED,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-1418-CD

IN MORTGAGE FORECLOSURE

COPY

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on December 4, 2003 the following judgment has been entered
against you in the above-captioned matter:

\$81,430.86 and for the sale and foreclosure of your property located at: **RD#1, BOX 345
GRAMPIAN, PENNSYLVANIA 16838**

Dated: December 3, 2003

PROTHONOTARY

Attorney for Plaintiff:
Leon P. Haller
1719 North Front Street
Harrisburg, PA 17102
Phone: (717) 234-4178

I hereby certify that the following person(s) and their respective addresses are the proper individuals to
receive this Notice pursuant to PA R.C.P. No. 236

EDWARD JOHNSON, ADMINISTRATOR
OF THE ESTATE OF KEVIN JOHNSON, DECEASED
RD#1, BOX 345
GRAMPIAN, PA 16838

LINDA JOHNSON, ADMINISTRATOR
OF THE ESTATE OF KEVIN JOHNSON, DECEASED
RD#1, BOX 345
GRAMPIAN, PA 16838

WASHINGTON MUTUAL BANK, FA SUCCESSOR
BY MERGER TO NORTH AMERICAN MORTGAGE
COMPANY,

PLAINTIFF

VS.

EDWARD JOHNSON AND LINDA JOHNSON,
ADMINISTRATORS OF THE ESTATE OF KEVIN
JOHNSON, DECEASED,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 2003-1418-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS


COUNTY OF DAUPHIN :

I, **LEON P. HALLER**, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

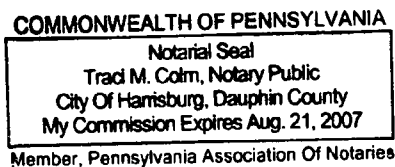
Sworn to and subscribed :

before me this 3rd day :

of December 20 03 :


Notary Public


LEON P. HALLER, ESQUIRE



WASHINGTON MUTUAL BANK, FA SUCCESSOR
BY MERGER TO NORTH AMERICAN MORTGAGE
COMPANY,

PLAINTIFF

VS.

EDWARD JOHNSON AND LINDA JOHNSON,
ADMINISTRATORS OF THE ESTATE OF KEVIN
JOHNSON, DECEASED,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-1418-CD

IN MORTGAGE FORECLOSURE

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

:

SS

COUNTY OF DAUPHIN

:

Personally appeared before me, a Notary Public in and for said Commonwealth and County,
LEON P. HALLER, ESQUIRE who being duly sworn according to law deposes and states that the
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

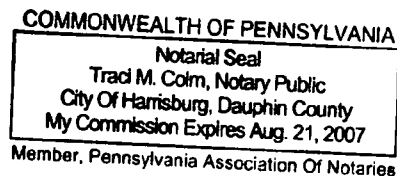
Sworn to and subscribed :

before me this 31 day :

of December 2003 :


Notary Public


LEON P. HALLER, ESQUIRE



WASHINGTON MUTUAL BANK, FA SUCCESSOR
BY MERGER TO NORTH AMERICAN MORTGAGE
COMPANY,

PLAINTIFF

VS.

EDWARD JOHNSON AND LINDA JOHNSON,
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IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-1418-CD

IN MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE
PURSUANT TO PA. R.C.P. 237.1

I hereby certify that on October 21, 2003 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By


Leon P. Haller PA I.D. # 15700

Attorney for Plaintiff

Purcell, Krug & Haller

1719 North Front Street

Harrisburg, PA 17102

WASHINGTON MUTUAL BANK, FA
SUCCESSOR BY MERGER TO NORTH
AMERICAN MORTGAGE COMPANY
Plaintiff

VS.

LINDA JOHNSON AND EDWARD
JOHNSON ADMINISTRATORS OF THE
ESTATE OF KEVIN JOHNSON, DECEASED
ESTATE OF KEVIN JOHNSON
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2003-01418

CIVIL ACTION LAW
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **October 21, 2003**

TO:

LINDA JOHNSON, ADMINISTRATOR OF THE
ESTATE OF KEVIN JOHNSON, DECEASED
RD#1, BOX 345
GRAMPIAN, PA 16838

EDWARD JOHNSON, ADMINISTRATOR OF THE
ESTATE OF KEVIN JOHNSON, DECEASED
RD#1, BOX 345
GRAMPIAN, PA 16838


**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS 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 LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

PURCELL, KRUG & HALLER

By 
LEON P. HALLER, Attorney for Plaintiff
I.D. # 15700
1719 N. Front St., Harrisburg, PA 17102
(717) 234-4178

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

6004

Washington Mutual Bank, FA
Plaintiff(s)

No.: 2003-01418-CD

Real Debt: \$81,430.86

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Edward Johnson and Linda Johnson,
Adminstrators of the Estate of Kevin Johnson
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 4, 2003

Expires: December 4, 2008

Certified from the record this 4th day of December, 2003.

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

WASHINGTON MUTUAL BANK, FA SUCCESSOR
BY MERGER TO NORTH AMERICAN MORTGAGE
COMPANY,

PLAINTIFF

VS.

EDWARD JOHNSON AND LINDA JOHNSON,
ADMINISTRATORS OF THE ESTATE OF KEVIN
JOHNSON, DECEASED,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-1418-CD

IN MORTGAGE FORECLOSURE

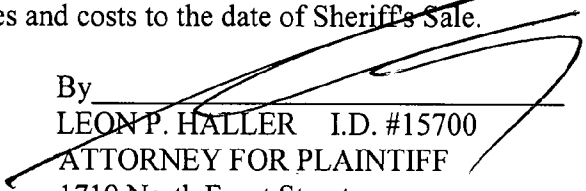
PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter on the real estate located at **RD#1, BOX 345
GRAMPIAN, PENNSYLVANIA 16838** as follows:

| | |
|-------------------------------|--------------------|
| Unpaid Principal Balance | \$70,933.30 |
| Interest | \$9,059.02 |
| Per diem of \$19.91 | |
| To 4/1/04 | |
| Late Charges | \$774.23 |
| (\$32.26 per month to 4/1/04) | |
| Escrow Deficit | \$1,063.04 |
| 5% Attorney's Commission | \$3,546.67 |
| TOTAL WRIT | \$85,376.26 |
| | 125.00 |

****Together with any additional interests, charges and costs to the date of Sheriff's Sale.**

By 
LEON P. HALLER I.D. #15700
ATTORNEY FOR PLAINTIFF
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

Dated: December 3, 2003

Attached is a description of the real estate.

FILED

DEC 04 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED 1cc ~~Staff~~ and le units w/prop. descr.
m/3:05:41
DEC 04 2003 Atty. pd. 20.00 *[Signature]*

William A. Shay
Prothonotary/Clerk of Courts

WASHINGTON MUTUAL BANK, FA SUCCESSOR
BY MERGER TO NORTH AMERICAN MORTGAGE
COMPANY,

PLAINTIFF

VS.

EDWARD JOHNSON AND LINDA JOHNSON,
ADMINISTRATORS OF THE ESTATE OF KEVIN
JOHNSON, DECEASED,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-1418-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129.1

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **RD#1, BOX 345 GRAMPIAN, PENNSYLVANIA 16838:**

1. Name and address of the Owner(s) or Reputed Owner(s):

EDWARD JOHNSON, ADMINISTRATOR
OF THE ESTATE OF KEVIN JOHNSON, DECEASED
RD#1, BOX 345
GRAMPIAN, PA 16838

LINDA JOHNSON, ADMINISTRATOR
OF THE ESTATE OF KEVIN JOHNSON, DECEASED
RD#1, BOX 345
GRAMPIAN, PA 16838

2. Name and address of Defendant(s) in the Judgment, if different from that listed. in (1) above: **SAME**

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

Department of Revenue
Inheritance Tax Division
Strawberry Square
Harrisburg, PA 17105

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

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

PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):

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

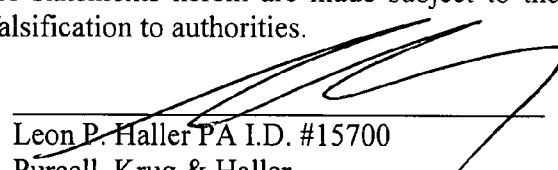
6. Name and address of every other person who has any **record interest** in the property and whose interest may be affected by the sale: **UNKNOWN**

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:

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

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



Leon P. Haller PA I.D. #15700
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Washington Mutual Bank, FA,
successor by merger to North American
Mortgage Company

COPY

Vs.

NO.: 2003-01418-CD

Edward Johnson and Linda Johnson,
Administrators of the Estate of Kevin Johnson, Deceased

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK, FA, Successor by merger to North American Mortgage Company, Plaintiff(s) from EDWARD JOHNSON and LINDA JOHNSON, Administrators of the Estate of KEVIN JOHNSON, Deceased, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

| | | | |
|---|--------------------|---------------------------------|-----------------|
| AMOUNT DUE: | \$85,376.26 | PAID: | \$125.00 |
| INTEREST per diem of \$19.91 to 4/1/04: | \$9,059.02 | SHERIFF: \$ | |
| PROTH. COSTS: \$ | | OTHER COSTS: \$ | |
| 5% ATTY'S COMM: | \$3,546.67 | LATE CHARGES (\$32.26 per month | |
| ESCROW DEFICIT: | \$1,063.04 | to 4/1/04): | \$774.23 |
| DATE: 12/04/2003 | | | |

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Leon P. Haller, Esq.
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

Sheriff

ALL that certain piece, parcel or message of land which is situated in the Township of Bloom, County of Clearfield, and Commonwealth of Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post in corner of land hereby conveyed, which is also a common corner of lands now or formerly of William Haag and Daniel Marshall; thence South 100 Rods, be it more or less, to a post or pin in line of lands now or formerly of Daniel Marshall; thence East, a distance of 41 Rods, be it more or less, to a Hemlock; thence North, a distance of 30 Rods, be it more or less, to a post or pin; thence East, a distance of 69 Rods, be it more or less, to a post or pin in the original line of the piece from which this was conveyed; thence North to a post which is a common corner of lands hereby conveyed and lands now or formerly of Millard Bloom, S. O. Sigworth and Hugh M. Irvin, a distance of $74\frac{1}{2}$ Rods, be it more or less; thence West a distance of 110 Rods, be it more or less, to a post or pin, which is the place of beginning. This piece of land contains about 60 acres, be it more or less, and is intended to embrace all of the cleared land within these boundaries.

EXCEPTING AND RESERVING from the above-set forth conveyance four parcels of land which were previously conveyed and are more particularly described as follows:

THE FIRST THEREOF: BEGINNING at a point in the intersection of Legislative Route 17028 and Township Road No. 360; thence North $78^{\circ} 56'$ West 151.5 feet to an iron pin; thence North $22^{\circ} 03'$ East 398.8 feet to a one inch iron pin; thence South along property of the Grantors herein, South $63^{\circ} 14'$ East 197.0 feet to a one inch iron pin on right of way line of Legislative Route No. 17028; thence along right of way line of Legislative Route No. 17028, South $29^{\circ} 41'$ West 357.2 feet to point and place of beginning. Containing 1.5 acre.

Grantors also grant and convey to the Grantees, their heirs and assigns, a right of way for a water line which presently leads from a spring located on the property of the Grantors herein, running through the property of the Grantors to the property herein conveyed to the Grantees. Said right of way shall be 10 feet in width and Grantees shall have the right to go upon the property of the Grantors to maintain and repair said water line.

THE SECOND THEREOF: BEGINNING at a point on line of land of Clyde Hatten and the right of way of Township Road No. 360; thence North $7^{\circ} 31'$ East 475.0 feet to a one inch iron pin on line of property of Grantors herein; thence along property of the Grantors herein, South $63^{\circ} 14'$ East 258.9 feet to a one inch iron pin on corner of lot conveyed to Daniel L. and Nancy A. Ott; thence along property of Daniel L. and Nancy A. Ott, South $22^{\circ} 03'$ West 398.8 feet to an iron pin on right of way of Township Road No. 360; thence along right of way of Township Road No. 360, North $83^{\circ} 50'$ West 144.3 feet to point and place of beginning. Containing 2 acres.

EXCEPTING AND RESERVING unto the Grantors herein that certain right of way for a water line which runs across property herein conveyed to the

Grantees, which right of way has been granted and conveyed to Daniel L. Ott and Nancy A. Ott by Deed dated April 22, 1977, and recorded in Clearfield County Deed Book Vol. 736, Page 443, on April 22, 1977.

THE THIRD THEREOF BEGINNING at a point in the center of Legislative Route 17028, being a public road leading from Irishtown to Chestnut Grove, which said point is common corner of the premises herein described and other property of Wilfred T. Cable, Jr., et al.; thence along line of Wilfred T. Cable, Jr., et al., North 64° 30' West 590.0 feet to a point on line of Clyde Hatten; thence along line of Clyde Hatten North 7° 31' East 166.0 feet to a 1½ inch pin, now stake, on line of Mike Saula; thence along line of Mike Saula South 82° 46' East 872.0 feet through an iron pin, corner of land of Mike Saula and Ronald Cable, and continuing on to a point in the centerline of said Legislative Route 17028, thence along the centerline of said Legislative Route 17028 South 49° 05' West 467.0 feet to a point and place of beginning. Containing 4.53 acres.

Under and subject, nevertheless, to any and all reservations and exceptions as contained in prior deeds of conveyance affecting the title hereto.

THE FOURTH THEREOF: BEGINNING at a 1 inch iron pin on Legislative Route 17028, said pin being at the northeasterly corner of lands formerly conveyed to Daniel L. and Nancy A. Ott by deed of Wilfred T. Cable, Jr., and Madeline H. Cable; thence along said Legislative Route 17028 in a northeasterly direction, 300 feet, more or less, to a point at the southeasterly corner of lands conveyed to James T. and Connie S. Cable by deed of Wilfred T. Cable, Jr., and Madeline H. Cable; thence along the southerly line of land now or formerly of James T. and Connie S. Cable, North 64° 30' West 590.0 feet to a point on the easterly line of lands now or formerly of Clyde Hatten; thence along the easterly line of lands now or formerly of Clyde Hatten South 7° 31' East 300 feet, more or less, to a point at the northwesterly corner of lands now or formerly of Ronald L. and Mary L. Butler; thence South 63° 14' East along the northerly line of lands of Ronald L. and Mary L. Butler and Daniel L. and Nancy A. Ott 455.9 feet to a 1 inch pin on Legislative Route 17028 and the place of beginning.

UNDER AND SUBJECT to all exceptions, reservations and restrictions as may be contained in prior deeds of conveyance.

UNDER AND SUBJECT to all other exceptions, reservations and restrictions as may appear in the recorded chain of title.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: RD#1, BOX 345
GRAMPIAN, PENNSYLVANIA 16838

BEING THE SAME PREMISES WHICH Nancy Ann Ott, Daniel L. Ott, Wilfred T. Cable, III, Mary Lou Butler, Ronald L. Butler, and James T. Cable, by Deed dated 6/19/00 and recorded 6/21/00 as Clearfield County Instrument Number 200008738, granted and conveyed unto Kevin Johnson. The said Kevin Johnson died intestate on June 15, 2001, survived by his parents, Edward and Linda Johnson. Letters of Administration were granted, by the Register of Wills of Clearfield County, to Edward Johnson and Linda Johnson, docketed to No. 2001-531. Edward and Linda Johnson are the real owners of the subject property pursuant to the Pennsylvania Intestate Succession Statute of 20 Pa.C.S.A. Section 2103.

Assessment #104-D08-2

WASHINGTON MUTUAL BANK, FA SUCCESSOR
BY MERGER TO NORTH AMERICAN MORTGAGE
COMPANY,

PLAINTIFF

VS.

EDWARD JOHNSON AND LINDA JOHNSON,
ADMINISTRATORS OF THE ESTATE OF KEVIN
JOHNSON, DECEASED,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-1418-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on
1-28-04, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA
R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail
(Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence),
and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are
as follows:

EDWARD JOHNSON, ADMINISTRATOR
OF THE ESTATE OF KEVIN JOHNSON, DECEASED
RD#1, BOX 345
GRAMPIAN, PA 16838

LINDA JOHNSON, ADMINISTRATOR
OF THE ESTATE OF KEVIN JOHNSON, DECEASED
RD#1, BOX 345
GRAMPIAN, PA 16838

Department of Revenue
Inheritance Tax Division
Strawberry Square
Harrisburg, PA 17105

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

FILED

MAR 17 2004

William A. Shaw
Prothonotary

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

By 
PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

LAW OFFICES

Purcell, Krug & Haller

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
TELEPHONE (717) 234-4178
FAX (717) 234-1206

HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
JILL M. WINKA
BRIAN J. TYLER
NICHOLE M. STALEY O'GORMAN

HERSHEY
(717) 533-3836
JOSEPH NISSLEY (1910-1982)
JOHN W. PURCELL
VALERIE A. GUNNOF
COUNSEL

EDWARD JOHNSON, ADMINISTRATOR
OF THE ESTATE OF KEVIN JOHNSON, DECEASED
RD#1, BOX 345
GRAMPIAN, PA 16838

LINDA JOHNSON, ADMINISTRATOR
OF THE ESTATE OF KEVIN JOHNSON, DECEASED
RD#1, BOX 345
GRAMPIAN, PA 16838

Department of Revenue
Inheritance Tax Division
Strawberry Square
Harrisburg, PA 17105

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

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

NOTICE IS HEREBY GIVEN to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

YOU ARE FURTHER NOTIFIED that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By: _____

Leon P. Haller PA I.D. 15700
Attorney for Plaintiff

WASHINGTON MUTUAL BANK, FA SUCCESSOR
BY MERGER TO NORTH AMERICAN MORTGAGE
COMPANY,

PLAINTIFF

VS.

EDWARD JOHNSON AND LINDA JOHNSON,
ADMINISTRATORS OF THE ESTATE OF KEVIN
JOHNSON, DECEASED,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2003-1418-CD

IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: FRIDAY, APRIL 2, 2004

TIME: 10:00 a.m.

LOCATION: Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

RD#1, BOX 345
GRAMPIAN, PENNSYLVANIA 16838

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 2003-1418-CD

JUDGMENT AMOUNT \$81,430.86

THE NAMES OF THE OWNERS OR REPUTED OWNERS of this property is:

**EDWARD JOHNSON AND LINDA JOHNSON AS ADMINISTRATORS AND HEIRS
OF THE ESTATE OF KEVIN JOHNSON, DECEASED**

A **SCHEDULE OF DISTRIBUTION**, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (**for example, to banks that hold mortgages and municipalities that are owed taxes**) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

**Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 (Ext. 5982)**

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

**PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178**

ALL that certain piece, parcel or messuage of land which is situated in the Township of Bloom, County of Clearfield, and Commonwealth of Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post in corner of land hereby conveyed, which is also a common corner of lands now or formerly of William Haag and Daniel Marshall, thence South 100 Rods, be it more or less, to a post or pin in line of lands now or formerly of Daniel Marshall; thence East, a distance of 41 Rods, be it more or less, to a Hemlock; thence North, a distance of 30 Rods, be it more or less, to a post or pin; thence East, a distance of 69 Rods, be it more or less, to a post or pin in the original line of the piece from which this was conveyed; thence North to a post which is a common corner of lands hereby conveyed and lands now or formerly of Millard Bloom, S. O. Sigworth and Hugh M. Irvin, a distance of $74\frac{1}{2}$ Rods, be it more or less; thence West a distance of 110 Rods, be it more or less, to a post or pin, which is the place of beginning. This piece of land contains about 60 acres, be it more or less, and is intended to embrace all of the cleared land within these boundaries.

EXCEPTING AND RESERVING from the above-set forth conveyance four parcels of land which were previously conveyed and are more particularly described as follows:

THE FIRST THEREOF: BEGINNING at a point in the intersection of Legislative Route 17028 and Township Road No. 360; thence North $78^{\circ} 56'$ West 151.5 feet to an iron pin; thence North $22^{\circ} 03'$ East 398.8 feet to a one inch iron pin; thence South along property of the Grantors herein, South $63^{\circ} 14'$ East 197.0 feet to a one inch iron pin on right of way line of Legislative Route No. 17028; thence along right of way line of Legislative Route No. 17028, South $29^{\circ} 41'$ West 357.2 feet to point and place of beginning. Containing 1.5 acre.

Grantors also grant and convey to the Grantees, their heirs and assigns, a right of way for a water line which presently leads from a spring located on the property of the Grantors herein, running through the property of the Grantors to the property herein conveyed to the Grantees. Said right of way shall be 10 feet in width and Grantees shall have the right to go upon the property of the Grantors to maintain and repair said water line.

THE SECOND THEREOF: BEGINNING at a point on line of land of Clyde Hatten and the right of way of Township Road No. 360; thence North $7^{\circ} 31'$ East 475.0 feet to a one inch iron pin on line of property of Grantors herein; thence along property of the Grantors herein, South $63^{\circ} 14'$ East 258.9 feet to a one inch iron pin on corner of lot conveyed to Daniel L. and Nancy A. Ott; thence along property of Daniel L. and Nancy A. Ott, South $22^{\circ} 03'$ West 398.8 feet to an iron pin on right of way of Township Road No. 360; thence along right of way of Township Road No. 360, North $83^{\circ} 50'$ West 144.3 feet to point and place of beginning. Containing 2 acres.

EXCEPTING AND RESERVING unto the Grantors herein that certain right of way for a water line which runs across property herein conveyed to the

Grantees, which right of way has been granted and conveyed to Daniel L. Ott and Nancy A. Ott by Deed dated April 22, 1977, and recorded in Clearfield County Deed Book Vol. 736, Page 443, on April 22, 1977.

THE THIRD THEREOF: BEGINNING at a point in the center of Legislative Route 17028, being a public road leading from Irishtown to Chestnut Grove, which said point is common corner of the premises herein described and other property of Wilfred T. Cable, Jr., et al.; thence along line of Wilfred T. Cable, Jr., et al., North 64° 30' West 590.0 feet to a point on line of Clyde Hatten; thence along line of Clyde Hatten North 7° 31' East 166.0 feet to a 1½ inch pin, now stake, on line of Mike Saula; thence along line of Mike Saula South 82° 46' East 872.0 feet through an iron pin, corner of land of Mike Saula and Ronald Cable, and continuing on to a point in the centerline of said Legislative Route 17028; thence along the centerline of said Legislative Route 17028 South 49° 05' West 467.0 feet to a point and place of beginning. Containing 4.53 acres.

Under and subject, nevertheless, to any and all reservations and exceptions as contained in prior deeds of conveyance affecting the title hereto.

THE FOURTH THEREOF: BEGINNING at a 1 inch iron pin on Legislative Route 17028, said pin being at the northeasterly corner of lands formerly conveyed to Daniel L. and Nancy A. Ott by deed of Wilfred T. Cable, Jr., and Madeline H. Cable; thence along said Legislative Route 17028 in a northeasterly direction, 300 feet, more or less, to a point at the southeasterly corner of lands conveyed to James T. and Connie S. Cable by deed of Wilfred T. Cable, Jr., and Madeline H. Cable; thence along the southerly line of land now or formerly of James T. and Connie S. Cable, North 64° 30' West 590.0 feet to a point on the easterly line of lands now or formerly of Clyde Hatten; thence along the easterly line of lands now or formerly of Clyde Hatten South 7° 31' East 300 feet, more or less, to a point at the northwesterly corner of lands now or formerly of Ronald L. and Mary L. Butler; thence South 63° 14' East along the northerly line of lands of Ronald L. and Mary L. Butler and Daniel L. and Nancy A. Ott 455.9 feet to a 1 inch pin on Legislative Route 17028 and the place of beginning.

UNDER AND SUBJECT to all exceptions, reservations and restrictions as may be contained in prior deeds of conveyance.

UNDER AND SUBJECT to all other exceptions, reservations and restrictions as may appear in the recorded chain of title.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: RD#1, BOX 345
GRAMPIAN, PENNSYLVANIA 16838

BEING THE SAME PREMISES WHICH Nancy Ann Ott, Daniel L. Ott, Wilfred T. Cable, III, Mary Lou Butler, Ronald L. Butler, and James T. Cable, by Deed dated 6/19/00 and recorded 6/21/00 as Clearfield County Instrument Number 200008738, granted and conveyed unto Kevin Johnson. The said Kevin Johnson died intestate on June 15, 2001, survived by his parents, Edward and Linda Johnson. Letters of Administration were granted, by the Register of Wills of Clearfield County, to Edward Johnson and Linda Johnson, docketed to No. 2001-531. Edward and Linda Johnson are the real owners of the subject property pursuant to the Pennsylvania Intestate Succession Statute of 20 Pa.C.S.A. Section 2103.

Assessment #104-D08-2

WASHINGTON MUTUAL BANK, FA v. ESTATE OF KEVIN JOHNSON
Clearfield County Sale 4-2-04 @ 10:00 a.m.

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

EDWARD JOHNSON, ADMINISTRATOR
OF THE ESTATE OF KEVIN JOHNSON, DECEASED
RD#1, BOX 345
GRAMPIAN, PA 16838

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

LINDA JOHNSON, ADMINISTRATOR
OF THE ESTATE OF KEVIN JOHNSON, DECEASED
RD#1, BOX 345
GRAMPIAN, PA 16838

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

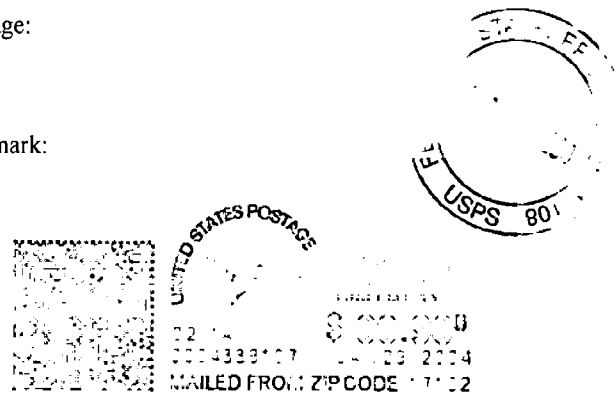
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Postmark:



WASHINGTON MUTUAL BANK, FA v. ESTATE OF KEVIN JOHNSON
Clearfield County Sale

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Department of Revenue
Inheritance Tax Division
Strawberry Square
Harrisburg, PA 17105

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

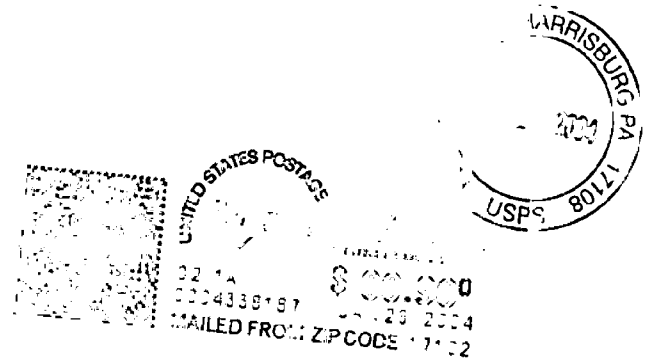
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

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

Postmark:



FILED

M 11:24 AM 100 to 100

MAR 17 2004

21
Ked

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15087

WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO NORTH 03-1418-CD

VS.

JOHNSON, EDWARD

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 6, 2004 @ 10:20 A.M. A LEVY WAS TAKEN ON THE PROPERTY
THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF APRIL 2, 2004 WAS SET.

FILED
01/31/24/04
MAY 24 2004
William A. Shaw
Prothonotary/Clerk of Courts

NOW, FEBRUARY 2, 2004 @ 1:53 P.M. SERVED EDWARD JOHNSON, DEFENDANT
AT HIS RESIDENCE 10028 MAHAFFEY-GRAMPIAN ROAD, GRAMPIAN, CLEARFIELD
COUNTY, PENNSYLVANIA, BY HANDING TO EDWARD JOHNSON, 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 HIM THE CONTENTS THEREOF.

NOW, FEBRUARY 2, 2004 @ 9:30 A.M. SERVED LINDA JOHNSON, DEFENDANT, AT
HER RESIDENCE 10028 MAHAFFEY-GRAMPIAN ROAD, GRAMPIAN, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO LINDA JOHNSON, DEFENANT, 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, APRIL 2, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS,
THE PROPERTY WAS PURCHASED BY THE PLAINTFF FOR \$1.00 + COSTS.

NOW. MAY 24, 2004 PAID THE COSTS FROM THE ADVANCE AND MADE A REFUND
OF THE UNUSED ADVANCE TO THE ATTORNEY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15087

WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO NORTH 03-1418-CD

VS.

JOHNSON, EDWARD

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

NOW, MAY 24, 2004 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, MAY 24, 2004 A DEED WAS FILED.

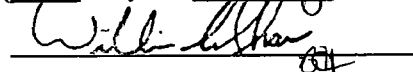
SHERIFF HAWKINS \$257.44

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

24th Day Of May 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 and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Washington Mutual Bank, FA,
successor by merger to North American
Mortgage Company

Vs.

NO.: 2003-01418-CD

Edward Johnson and Linda Johnson,
Administrators of the Estate of Kevin Johnson, Deceased

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WASHINGTON MUTUAL BANK, FA, Successor by merger to North American Mortgage Company, Plaintiff(s) from EDWARD JOHNSON and LINDA JOHNSON, Administrators of the Estate of KEVIN JOHNSON, Deceased, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description

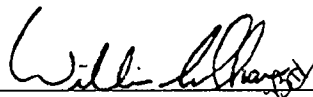
(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

| | | | |
|---|--------------------|---------------------------------|-----------------|
| AMOUNT DUE: | \$85,376.26 | PAID: | \$125.00 |
| INTEREST per diem of \$19.91 to 4/1/04: | \$9,059.02 | SHERIFF: \$ | |
| PROTH. COSTS: \$ | | OTHER COSTS: \$ | |
| 5% ATTY'S COMM: | \$3,546.67 | LATE CHARGES (\$32.26 per month | |
| ESCROW DEFICIT: | \$1,063.04 | to 4/1/04): | \$774.23 |
| DATE: 12/04/2003 | | | |



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 4th day
of December A.D. 2003
At 3:00 A.M./P.M.

Robert A. Harkins
Sheriff By Cynthia Butler

Requesting Party: Leon P. Haller, Esq.
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

- ALL that certain piece, parcel or messuage of land which is situated in the Township of Bloom, County of Clearfield, and Commonwealth of Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a post in corner of land hereby conveyed, which is also a common corner of lands now or formerly of William Haag and Daniel Marshall, thence South 100 Rods, be it more or less, to a post or pin in line of lands now or formerly of Daniel Marshall; thence East, a distance of 41 Rods, be it more or less, to a Hemlock; thence North, a distance of 30 Rods, be it more or less, to a post or pin; thence East, a distance of 69 Rods, be it more or less, to a post or pin in the original line of the piece from which this was conveyed; thence North to a post which is a common corner of lands hereby conveyed and lands now or formerly of Millard Bloom, S. O. Sigworth and Hugh M. Irvin, a distance of $74\frac{1}{2}$ Rods, be it more or less; thence West a distance of 110 Rods, be it more or less, to a post or pin, which is the place of beginning. This piece of land contains about 60 acres, be it more or less, and is intended to embrace all of the cleared land within these boundaries

EXCEPTING AND RESERVING from the above-set forth conveyance four parcels of land which were previously conveyed and are more particularly described as follows:

THE FIRST THEREOF: BEGINNING at a point in the intersection of Legislative Route 17028 and Township Road No. 360; thence North $78^{\circ} 56'$ West 151.5 feet to an iron pin; thence North $22^{\circ} 03'$ East 398.8 feet to a one inch iron pin; thence South along property of the Grantors herein, South $63^{\circ} 14'$ East 197.0 feet to a one inch iron pin on right of way line of Legislative Route No. 17028; thence along right of way line of Legislative Route No. 17028, South $29^{\circ} 41'$ West 357.2 feet to point and place of beginning. Containing 1.5 acre.

Grantors also grant and convey to the Grantees, their heirs and assigns, a right of way for a water line which presently leads from a spring located on the property of the Grantors herein, running through the property of the Grantors to the property herein conveyed to the Grantees. Said right of way shall be 10 feet in width and Grantees shall have the right to go upon the property of the Grantors to maintain and repair said water line.

THE SECOND THEREOF: BEGINNING at a point on line of land of Clyde Hatten and the right of way of Township Road No. 360; thence North $7^{\circ} 31'$ East 475.0 feet to a one inch iron pin on line of property of Grantors herein; thence along property of the Grantors herein, South $63^{\circ} 14'$ East 258.9 feet to a one inch iron pin on corner of lot conveyed to Daniel L. and Nancy A. Ott; thence along property of Daniel L. and Nancy A. Ott, South $22^{\circ} 03'$ West 398.8 feet to an iron pin on right of way of Township Road No. 360; thence along right of way of Township Road No. 360, North $83^{\circ} 50'$ West 144.3 feet to point and place of beginning. Containing 2 acres.

EXCEPTING AND RESERVING unto the Grantors herein that certain right of way for a water line which runs across property herein conveyed to the

Grantees, which right of way has been granted and conveyed to Daniel L. Ott and Nancy A. Ott by Deed dated April 22, 1977, and recorded in Clearfield County Deed Book Vol. 736, Page 443, on April 22, 1977.

THE THIRD THEREOF BEGINNING at a point in the center of Legislative Route 17028, being a public road leading from Irishtown to Chestnut Grove, which said point is common corner of the premises herein described and other property of Wilfred T. Cable, Jr., et al.; thence along line of Wilfred T. Cable, Jr., et al., North 64° 30' West 590.0 feet to a point on line of Clyde Hatten; thence along line of Clyde Hatten North 7° 31' East 166.0 feet to a 1½ inch pin, now stake, on line of Mike Saula; thence along line of Mike Saula South 82° 46' East 872.0 feet through an iron pin, corner of land of Mike Saula and Ronald Cable, and continuing on to a point in the centerline of said Legislative Route 17028, thence along the centerline of said Legislative Route 17028 South 49° 05' West 467.0 feet to a point and place of beginning. Containing 4.53 acres.

Under and subject, nevertheless, to any and all reservations and exceptions as contained in prior deeds of conveyance affecting the title hereto.

THE FOURTH THEREOF: BEGINNING at a 1 inch iron pin on Legislative Route 17028, said pin being at the northeasterly corner of lands formerly conveyed to Daniel L. and Nancy A. Ott by deed of Wilfred T. Cable, Jr., and Madeline H. Cable; thence along said Legislative Route 17028 in a northeasterly direction, 300 feet, more or less, to a point at the southeasterly corner of lands conveyed to James T. and Connie S. Cable by deed of Wilfred T. Cable, Jr., and Madeline H. Cable; thence along the southerly line of land now or formerly of James T. and Connie S. Cable, North 64° 30' West 590.0 feet to a point on the easterly line of lands now or formerly of Clyde Hatten; thence along the easterly line of lands now or formerly of Clyde Hatten South 7° 31' East 300 feet, more or less, to a point at the northwesterly corner of lands now or formerly of Ronald L. and Mary L. Butler; thence South 63° 14' East along the northerly line of lands of Ronald L. and Mary L. Butler and Daniel L. and Nancy A. Ott 455.9 feet to a 1 inch pin on Legislative Route 17028 and the place of beginning.

UNDER AND SUBJECT to all exceptions, reservations and restrictions as may be contained in prior deeds of conveyance.

UNDER AND SUBJECT to all other exceptions, reservations and restrictions as may appear in the recorded chain of title.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: RD#1, BOX 345
GRAMPIAN, PENNSYLVANIA 16838

BEING THE SAME PREMISES WHICH Nancy Ann Ott, Daniel L. Ott, Wilfred T. Cable, III, Mary Lou Butler, Ronald L. Butler, and James T. Cable, by Deed dated 6/19/00 and recorded 6/21/00 as Clearfield County Instrument Number 200008738, granted and conveyed unto Kevin Johnson. The said Kevin Johnson died intestate on June 15, 2001, survived by his parents, Edward and Linda Johnson. Letters of Administration were granted, by the Register of Wills of Clearfield County, to Edward Johnson and Linda Johnson, docketed to No. 2001-531. Edward and Linda Johnson are the real owners of the subject property pursuant to the Pennsylvania Intestate Succession Statute of 20 Pa.C.S.A. Section 2103.

Assessment #104-D08-2

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JOHNSON NO. 03-1418-CD

NOW, April 2, 2004 , 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 2ND day of APRIL 2004, I exposed the within described real estate of EDWARD JOHNSON AND LINDA JOHNSON, ADMINISTRATORS OF THE ESTATE OF KEVIN JOHNSON, DECEASED to public venue or outcry at which time and place I sold the same to WASHINGTON MUTUAL BANK FA, SUCCESSOR BY MERGER TO NORTH AMERICAN MORTGAGE COMPANY he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

| | |
|-------------------|-------|
| RDR | 15.00 |
| SERVICE | 15.00 |
| MILEAGE | 9.00 |
| LEVY | 15.00 |
| MILEAGE | 9.00 |
| 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 | 30.00 |
| ADD'L POSTING | 15.00 |
| ADD'L MILEAGE | 9.00 |
| ADD'L LEVY | 15.00 |
| BID AMOUNT | 1.00 |
| RETURNS/DEPUTIZE | |
| COPIES/BILLING | 15.00 |
| | 5.00 |
| BILLING/PHONE/FAX | 5.00 |

**TOTAL SHERIFF
COSTS 257.44**

DEED COSTS:

| | |
|-----------------------------|--------------|
| ACKNOWLEDGEMENT | 5.00 |
| REGISTER & RECORDER | 33.50 |
| TRANSFER TAX 2% | |
| TOTAL DEED COSTS | 33.50 |

PLAINTIFF COSTS, DEBT & INTEREST:

| | |
|----------------------------------|------------------|
| DEBT-AMOUNT DUE | 85,376.26 |
| INTEREST TO 4/1/04 @ 19.91 | 9,059.02 |
| TO BE ADDED TO SALE DATE | |
| ATTORNEY FEES | 3,546.67 |
| PROTH. SATISFACTION | |
| LATE CHARGES & FEES | 774.23 |
| COST OF SUIT -TO BE ADDED | |
| FORECLOSURE FEES/ESCROW DEFICIT | 1,063.04 |
| ATTORNEY COMMISSION | |
| REFUND OF ADVANCE | |
| REFUND OF SURCHARGE | |
| SATISFACTION FEE | |
| ESCROW DEFICIENCY | |
| TOTAL DEBT & INTEREST | 99,819.22 |

COSTS:

| | |
|--------------------------------|--------|
| ADVERTISING | 982.74 |
| TAXES - collector TO 7/2/04 PD | |
| TAXES - tax claim NONE | |
| DUE | |
| LIEN SEARCH | 100.00 |
| ACKNOWLEDGEMENT | 5.00 |
| DEED COSTS | 34.00 |
| SHERIFF COSTS | 257.44 |
| LEGAL JOURNAL AD | 216.00 |
| PROTHONOTARY | 125.00 |
| MORTGAGE SEARCH | 40.00 |
| MUNICIPAL LIEN | |

TOTAL COSTS 1,760.18

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