

03-1533-CD  
WASHINGTON MORTGAGE BANK, FA, vs. CLINTON D. GOSS, 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

WASHINGTON MUTUAL BANK, FA,  
S/B/M TO WASHINGTON MUTUAL HOME LOANS, INC.  
568 ATRIUM DRIVE  
P.O. BOX 986FC/437BKY  
VERNON HILLS, IL 60061

Plaintiff

v.

CLINTON D. GOSS  
2112 WILLOW DRIVE  
CLEARFIELD, PA 16830

BETH A. GOSS  
2112 WILLOW DRIVE  
CLEARFIELD, PA 16830

Defendant(s)

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

COURT OF COMMON PLEAS  
CIVIL DIVISION  
TERM

NO. 03-1533-4

CLEARFIELD COUNTY  
**FILED**

OCT 14 2003

William A. Shaw  
Prothonotary

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**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 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 5982

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

WASHINGTON MUTUAL BANK, FA,  
S/B/M TO WASHINGTON MUTUAL HOME LOANS, INC.  
568 ATRIUM DRIVE  
P.O. BOX 986FC/437BKY  
VERNON HILLS, IL 60061

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

CLINTON D. GOSS  
2112 WILLOW DRIVE  
CLEARFIELD, PA 16830

BETH A. GOSS  
2112 WILLOW DRIVE  
CLEARFIELD, PA 16830

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

3. On 5/11/01 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CSB BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book document ID # 200106877. By Assignment of Mortgage recorded 6/04/01 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book Document ID # 200108340.
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 02/01/2003 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	\$106,226.64
Interest	5,825.82
01/01/2003 through 10/13/2003	
(Per Diem \$20.37)	
Attorney's Fees	1,225.00
Cumulative Late Charges	143.72
05/11/2001 to 10/13/2003	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 113,971.18
Escrow	
Credit	0.00
Deficit	402.10
Subtotal	<u>\$ 402.10</u>
<b>TOTAL</b>	<b>\$ 114,373.28</b>

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. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 114,373.28, together with interest from 10/13/2003 at the rate of \$20.37 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  
*Francis S. Hallinan*  
 By: /s/Francis S. Hallinan  
 FRANK FEDERMAN, ESQUIRE  
 LAWRENCE T. PHELAN, ESQUIRE  
 FRANCIS S. HALLINAN, ESQUIRE  
 Attorneys for Plaintiff

ALL THAT CERTAIN TRACT OR PARCEL OF GROUND SITUATE IN THE TOWNSHIP OF LAWRENCE, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A STONE ON STATE HIGHWAY (ROUTE 17098) LEADING FROM CURWENSVILLE TO CLEARFIELD; THENCE NORTH 3° (ERRONEOUSLY REFERRED TO AS 30° IN VOLUME 1603 PAGE 275) 45' EAST, 615 FEET TO A POST; THENCE SOUTH 73° 30' WEST 425 FEET TO A POST ON PUBLIC ROAD (TOWNSHIP ROAD 517); THENCE SOUTH 56° 18' EAST 110 FEET TO A POST ON PUBLIC ROAD (TOWNSHIP ROAD 517); THENCE SOUTH 27° 6' EAST 220 FEET TO A POST ON THE PUBLIC ROAD (TOWNSHIP ROAD 517); THENCE SOUTH 34° 51' EAST 282 FEET TO A STONE POST AND PLACE OF BEGINNING, CONTAINING THREE (3) ACRES.

BEING THE SAME PROPERTY CONVEYED TO CLINTON D. GOSS AND BETH A. GOSS, HUSBAND AND WIFE BY DEED FROM JOHN G. PETERS AND DEBRA J. PETERS, HUSBAND AND WIFE, RECORDED 05/11/2001 IN DEED BOOK PAGE 200106876

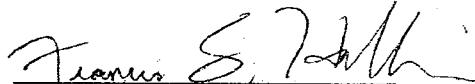
TAX KEY NUMBER: 123-J09-00019

PREMISES BEING: 2112 WILLOW DRIVE

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 ( c ), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsifications to authorities.

  
Francis S. Hallinan, Esquire  
Attorney for Plaintiff

DATE: 10-13-03

三

11:11 AM Oct 26 1985

OCT 14 2003

William A. Shaw  
Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**WASHINGTON MUTUAL BANK**

**VS.**

**GOSS, CLINTON D. & BETH A.**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**Sheriff Docket #** 14666

**03-1533-CD**

**SHERIFF RETURNS**

---

NOW OCTOBER 17, 2003 AT 2:31 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CLINTON D. GOSS, DEFENDANT AT RSIDENCE, 519 WILLIAMS ST., APT #27, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CLINTON D. GOSS (2) TWO TRUE AND ATTESTED COPIES OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF. DEFENDANT NO LONGER RESIDES AT 2112 WILLOW DRIVE, CLEARFIELD, PA.

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NOW OCTOBER 17, 2003 AT 2:31 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BETH A. GOSS, DEFENDANT AT RESIDENCE, 519 WILLIAMS ST., APT #27, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BETH A. GOSS (2) TWO TRUE AND ATTESTED COPIES OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. DEFENDANT NO LONGER RESIDES AT 2112 WILLOW DRIVE, CLEARFIELD, PA.

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>38.00</b>	<b>SHERIFF HAWKINS PAID BY: ATTY</b>
<b>40.00</b>	<b>SURCHARGE PAID BY: ATTY</b>

---

**Sworn to Before Me This**

22<sup>nd</sup> Day Of Oct 2003

William A. Shaw  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**So Answers,**

Chester A. Hawkins  
by Mailey Harris  
Chester A. Hawkins  
Sheriff

**FILED**

*01/31/04*  
OCT 22 2003

*WAS*  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, FA,  
S/B/M TO WASHINGTON MUTUAL HOME  
LOANS, INC.  
568 ATRIUM DRIVE, P.O. BOX  
986FC/437BKY  
VERNON HILLS, IL 60061

No.: 03-1533-CD

vs.

CLINTON D. GOSS  
BETH A. GOSS  
2112 WILLOW DRIVE  
CLEARFIELD, PA 16830

FILED

NOV 18 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against CLINTON D. GOSS and BETH A. GOSS, 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:

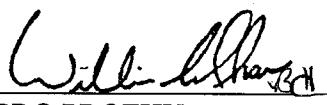
As set forth in Complaint	\$114,373.28
Interest (10/13/03 to	<u>753.69</u>
11/18/03)	
<b>TOTAL</b>	<b>\$115,126.97</b>

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 EDERMAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 11/18/03

  
PRO PROTHY

SZB

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

WASHINGTON MUTUAL BANK, FA,  
S/B/M TO WASHINGTON MUTUAL HOME  
LOANS, INC.

No.: 03-1533-CD

Plaintiff

vs.

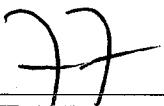
CLINTON D. GOSS  
BETH A. GOSS

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered  
against you on November 18, 2003.

By: Willie L. Haze DEPUTY

If you have any questions concerning this matter please contact:

  
\_\_\_\_\_  
FRANK FEDERMAN, ESQUIRE  
Attorney or Party Filing  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(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.\*\*

FEDERMAN AND PHELAN, LLP  
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

WASHINGTON MUTUAL BANK, FA, S/B/M TO  
WASHINGTON MUTUAL HOME LOANS, INC.

Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

CLINTON D. GOSS  
BETH A. GOSS

Defendants

: CLEARFIELD COUNTY

: NO. 03-1533-CD

**FILE COPY**

**TO:** CLINTON D. GOSS  
519 WILLIAMS STREET APT #27  
CLEARFIELD, PA 16830-1431

**DATE OF NOTICE: NOVEMBER 7, 2003**

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 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 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

*Frank Federman*  
FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

FEDERMAN AND PHELAN, LLP  
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

WASHINGTON MUTUAL BANK, FA, S/B/M TO : COURT OF COMMON PLEAS  
WASHINGTON MUTUAL HOME LOANS, INC.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

CLINTON D. GOSS : NO. 03-1533-CD  
BETH A. GOSS

Defendants

**TO:** BETH A. GOSS  
519 WILLIAMS STREET APT #27  
CLEARFIELD, PA 16830-1431

**DATE OF NOTICE:** NOVEMBER 7, 2003

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 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 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

  
FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
IDENTIFICATION NO. 12248  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BLVD., SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

WASHINGTON MUTUAL BANK, FA,  
S/B/M TO WASHINGTON MUTUAL HOME  
LOANS, INC.

CLEARFIELD COUNTY  
No.: 03-1533-CD

vs.

CLINTON D. GOSS  
BETH A. GOSS

**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, CLINTON D. GOSS, is over 18 years of age, and resides at 519 WILLIAMS STREET, APT. #27, CLEARFIELD, PA 16830-1431 .

(c) that defendant, BETH A. GOSS, is over 18 years of age, and resides at 519 WILLIAMS STREET, APT. #27, CLEARFIELD, PA 16830-1431.

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

  
FRANK FEDERMAN, ESQUIRE

**FILED** Any pd. 20.00

10/20/03  
NOV 18 2003  
ICC & Notice

William A. Shaw  
Prothonotary/Clerk of Courts

Statement to Atty  
to Def.

*filed*

*Atty*

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

COPY

Washington Mutual Bank, FA  
Plaintiff(s)

No.: 2003-01533-CD

Real Debt: \$115,126.97

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Clinton D. Goss  
Beth A. Goss  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 18, 2003

Expires: November 18, 2008

Certified from the record this 18th day of November, 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

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

---

**WASHINGTON MUTUAL BANK, FA, S/B/M TO  
WASHINGTON MUTUAL HOME LOANS, INC.**

---

vs.

---

**CLINTON D. GOSS  
BETH A. GOSS**

---

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

**No. 03-1533-CD**

**PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	<u>\$115,126.97</u>
Interest from 11/18/03 to	<u>125.00</u> and Costs.
Date of Sale (\$18.92 per diem)	<i>Prothonotary Costs</i>

  
Frank Federman, Esquire  
Attorney for Plaintiff  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

SZB

**FILED**

**NOV 18 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

No. 03-1533-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, FA, S/B/M TO  
WASHINGTON MUTUAL HOME LOANS, INC.

vs.

CLINTON D. GOSS  
BETH A. GOSS

Prothonotary/Clerk of Court  
William A. Shaw  
Clerk of Court  
NOV 18 2003  
10:30 AM  
PRAECLP  
(Mortgage Foreclosure)  
FILED  
Atty pd, 3000



\_\_\_\_\_  
Attorney for Plaintiff(s)

Address: 519 WILLIAMS STREET, APT. #27, CLEARFIELD, PA 16830-1431  
519 WILLIAMS STREET, APT. #27, CLEARFIELD, PA 16830-1431  
Where papers may be served.

CLEARFIELD COUNTY

WASHINGTON MUTUAL BANK, FA,  
S/B/M TO WASHINGTON MUTUAL HOME No.: 03-1533-CD  
LOANS, INC.

vs.

CLINTON D. GOSS  
BETH A. GOSS

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No. 1)**

WASHINGTON MUTUAL BANK, FA, S/B/M TO WASHINGTON MUTUAL HOME LOANS, INC., Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 2112 WILLOW DRIVE, CLEARFIELD, PA 16830:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
CLINTON D. GOSS	519 WILLIAMS STREET, APT. #27 CLEARFIELD, PA 16830-1431
BETH A. GOSS	519 WILLIAMS STREET, APT. #27 CLEARFIELD, PA 16830-1431

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

SAME AS ABOVE

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

November 14, 2003

CLEARFIELD COUNTY

WASHINGTON MUTUAL BANK, FA,  
S/B/M TO WASHINGTON MUTUAL HOME No.: 03-1533-CD  
LOANS, INC.

vs.

CLINTON D. GOSS  
BETH A. GOSS

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No. 2)**

**WASHINGTON MUTUAL BANK, FA, S/B/M TO WASHINGTON MUTUAL HOME LOANS, INC.**, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at 2112 WILLOW DRIVE, CLEARFIELD, PA 16830:

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

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

None.

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

Name	Last Known Address (if address cannot be reasonable ascertained, please indicate)
------	---

None.

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

Name	Last Known Address (if address cannot be reasonable ascertained, please 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	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

Clearfield County Domestic Relations	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
--------------------------------------	--

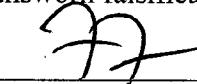
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

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

Commonwealth of Pennsylvania Department of Welfare	PO Box 2675 Harrisburg, PA 17105
---	-------------------------------------

Tenant/Occupant	2112 WILLOW DRIVE CLEARFIELD, PA 16830
-----------------	---

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

November 14, 2003

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
ONE PENN CENTER AT  
SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

WASHINGTON MUTUAL BANK, FA,  
S/B/M TO WASHINGTON MUTUAL  
HOME LOANS, INC.

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

No.: 03-1533-CD

vs.

CLEARFIELD COUNTY

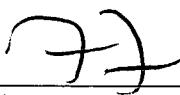
CLINTON D. GOSS  
BETH A. GOSS

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
- 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

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)  
Pa.R.C.P. 3180 to 3183 and Rule 3257

---

**WASHINGTON MUTUAL BANK, FA, S/B/M TO  
WASHINGTON MUTUAL HOME LOANS, INC.**

---

vs.

---

**CLINTON D. GOSS  
BETH A. GOSS**

---

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

**NO.: 03-1533-CD**

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

**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: **2112 WILLOW DRIVE, CLEARFIELD, PA 16830**

(See legal description attached.)

Amount Due	<u>\$115,126.97</u>
Interest from 11/18/03 to Date of Sale (\$18.92 per diem)	\$ _____
Total	\$ _____ Plus costs as endorsed. <i>125.00 Prothonotary costs</i> <i>Willie L. Sharpe</i>

Dated 11/18/03  
(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By:

Deputy

SZB

No. 03-1533-CD

**In the Court of Common Pleas of  
Clearfield County, Pennsylvania**

WASHINGTON MUTUAL BANK, FA, S/B/M TO WASHINGTON  
MUTUAL HOME LOANS, INC.

VS.

CLINTON D. GOSS  
BETH A. GOSS

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

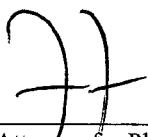
Real Debt \$115,126.97

Int. from 11/18/03 \_\_\_\_\_  
to Date of Sale (\$18.92 per diem)

Costs \_\_\_\_\_

Proth. Pd. 125.00

Sheriff \_\_\_\_\_



\_\_\_\_\_  
Attorney for Plaintiff

Address: 519 WILLIAMS STREET, APT. #27, CLEARFIELD, PA 16830-1431  
519 WILLIAMS STREET, APT. #27, CLEARFIELD, PA 16830-1431  
Where papers may be served.

Frank Federman, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ALL THAT CERTAIN tract or parcel of ground situate in the Township of Lawrence, Clearfield County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a stone on State Highway (Route 17098) leading from Curwensville to Clearfield; thence North 3° (erroneously referred to as 30° in Volume 1603 page 275) 45° East, 615 feet to a post; thence South 73° 30' West 425 feet to a post on public road (Township Road 517); thence South 56° 18' East 110 feet to a post on public road (Township Road 517); thence South 27° 6' East 220 feet to the public road (Township Road 517); thence South 34° 51' East 287 feet to a stone post and place of beginning. Containing three (3) acres.

EXCEPTING AND RESERVING that portion of the premises conveyed by Edwin D. O'Dell, et ux to Valarie J. Flegal by deed dated July 3, 1981, and recorded in Clearfield County, Pennsylvania in Deed Book 816, Page 240.

Tax Parcel #123-J09-19

TITLE TO SAID PREMISES IS VESTED IN Clinton D. Goss and Beth A. Goss, husband and wife by Deed from John G. Peters and Debra J. Peters husband and wife dated 4/30/2001 and recorded 5/11/2001 in Instrument #200106876.

FILED NO  
MAY 25 2004  
cc  
FBI

William A. Shaw  
Prothonotary/Clerk of Courts

FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA S/B/M  
To Washington Mutual Home Loans, INC.

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: NO. 03-1533-CD

vs.  
Clinton D. Goss  
Beth A. Goss

**PRAECIPE FOR RULE TO SHOW CAUSE**

TO THE PROTHONOTARY:

Kindly enter a Rule upon Clinton D. Goss, Beth A. Goss, Defendant(s) to show cause why the attached Order for Reassessment of Damages should not be entered.

FEDERMAN AND PHELAN, LLP  
By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

**FILED**

**MAY 25 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WASHINGTON MUTUAL BANK

vs.

No. 03-1702-CD

CLINTON D. GOSS  
BETH A. GOSS

FILED

MAY 27 2004

William A. Shaw  
Prothonotary/Clerk of Courts

NOW, this 27 day of May, 2004, upon consideration of the Plaintiff's Petition for Reassessment of Damages, a Rule is hereby issued upon the Defendants to Show Cause why the Petition should not be granted. Rule Returnable the 16 day of June, 2004, for filing written response.

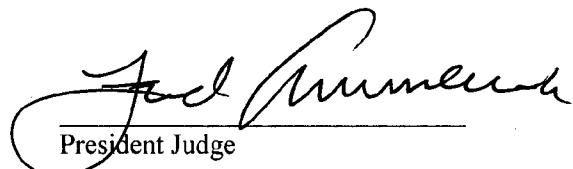
NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION OR MOTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641, Ext. 1300 or 1301

BY THE COURT:

  
President Judge

**FILED**  
cc  
MAY 31 2004  
MAY 27 2004  
Amy Schmieg  
William A. Shaw  
Prothonotary/Clerk of Courts  
WJH memo & service

FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA S/B/M  
To Washington Mutual Home Loans, INC.

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
  
: CIVIL DIVISION  
  
: NO. 03-1533-CD

## ORDER

AND NOW, this day of , 2004, the  
Prothonotary is ORDERED to reassess the damages in this case as follows:

Principal Balance	106,226.64
Interest Amount	10,610.46
January 1, 2003 through June 4, 2004	
Per Diem \$20.37	
Late Charges	143.72
Legal fees	1,250.00
Cost of Suit and Title	1,072.50
Sheriff's Sale Costs	0.00
Property Inspections	389.70
MIP/PMI	46.80
NSF Fees	0.00
Suspense/Misc. Credits	(0.00)
Appraisal/BPO	0.00
Escrow	
Credit	0.00
Deficit	1,869.70
<b>TOTAL</b>	<b>\$121,609.52</b>

Plus interest per diem from June 4, 2004 through Date of Sale at six (6%) percent.

NOTE: THE ABOVE FIGURE IS NOT A PAY OFF - SHERIFF'S SALE COSTS AND COMMISSION ARE NOT INCLUDED IN THE ABOVE FIGURES.

BY THE COURT:

J

FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA S/B/M  
To Washington Mutual Home Loans, INC.

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS

vs.  
Clinton D. Goss  
Beth A. Goss

: CIVIL DIVISION  
: NO. 03-1533-CD

**AFFIDAVIT OF SERVICE**

Daniel G. Schmieg, Esquire, hereby certifies that a copy of Plaintiff's Petition for Reassessment of Damages have been sent to the individuals indicated below on May 12, 2004.

Clinton D. Goss  
Beth A. Goss  
519 Williams Street, APT. #27  
Clearfield, PA 16830-1431

DATE: May 12, 2004

FEDERMAN AND PHELAN, LLP  
By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA S/B/M  
To Washington Mutual Home Loans, INC.

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS

vs.  
Clinton D. Goss  
Beth A. Goss

: CIVIL DIVISION  
: NO. 03-1533-CD

**PLAINTIFF'S PETITION FOR REASSESSMENT OF DAMAGES**

Plaintiff, by its Attorney, Daniel G. Schmieg, Esquire, moves the Court to direct the Prothonotary to reassess the damages in this matter, and in support thereof avers the following:

1. Complaint in Mortgage Foreclosure was filed on October 14, 2003.
2. Judgment was entered against Defendant(s) on November 18, 2003 in the amount of 115,126.97.
3. The mortgaged premises are listed for Sheriff's Sale on June 4, 2004.
4. Additional sums have been incurred or expended on Defendant(s) behalf since the Complaint was filed and Defendant(s) have been given credit for any payments that have been made since the judgment, if any.

The amount of damages should now read as follows:

Principal Balance	106,226.64
Interest Amount	10,610.46
January 1, 2003 through June 4, 2004	
Per Diem \$20.37	
Late Charges	143.72
Legal fees	1,250.00
Cost of Suit and Title	1,072.50
Sheriff's Sale Costs	0.00
Property Inspections	389.70
MIP/PMI	46.80
NSF Fees	0.00
Suspense/Misc. Credits	(0.00)
Appraisal/BPO	0.00
Escrow	
Credit	0.00
Deficit	<u>1,869.70</u>
<b>TOTAL</b>	<b>\$121,609.52</b>

5. Under the terms of the mortgage, which mortgage is recorded in the Office of the Recorder of Deeds in Book Document ID. (#200106877), Plaintiff is entitled to judgment in the amount as set forth in paragraph four herein the amount of judgment against the Defendant(s).

WHEREFORE, Plaintiff respectfully requests this Honorable Court issue an Order to the Prothonotary to reassess the damages as set forth above.

FEDERMAN AND PHELAN, LLP  
By: 

Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

12-2315.

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION

vs

JOSEPH JEFFERSON and  
ROSIE JEFFERSON, his wife

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY  
CIVIL TRIAL DIVISION

MAY TERM, 1985  
NO. 2359

ORDER AND OPINION

WHITE, J.

AND NOW, this 4 day of FEB., 1986,

upon consideration of Plaintiff, Federal National Mortgage Association's Petition for Reconsideration Nonc pro Tunc of this Court's Order of November 7, 1985 and the Answer thereto of Defendants, Joseph Jefferson and Rosie Jefferson, it is hereby ORDERED and DECREED as follows:

1) Said Petition is GRANTED;

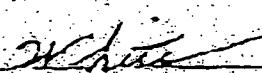
2) The Court's Order of November 7, 1985 is REVERSED and Plaintiff's Motion for Reassessment of Damages is GRANTED;

3) Judgment is hereby increased to \$6,147.71.

Because Plaintiff was required to accept current mortgage payments upon the filing of Defendants' bankruptcy petition and in fact did so, it is necessary to reassess the amount of damages that initially were assessed after judgment by default was entered in this action. Because Defendants have not refuted the specific amounts claimed.

by Plaintiff in the instant Motion for Reassessment, this Court finds that Defendants have admitted these amounts, pursuant to par R.C.P. 1029(c).

BY THE COURT:

  
THOMAS A. WHITE, J.

VERIFICATION

Daniel G. Schmieg, Esquire, hereby states that he is the attorney for Plaintiff in this action, that he is authorized to take this affidavit, and that the statements made in the foregoing Petition for Reassessment of Damages are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: May 12, 2004

FEDERMAN AND PHELAN, LLP  
By:   
Daniel G. Schmieg, Esquire  
Attorney For Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15051  
NO: 03-1533-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, FA, S/B/M TO WASHINGTON MUTUAL HOME LOANS, INC.  
vs.  
DEFENDANT: GOSS, CLINTON D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/18/2003

LEVY TAKEN 02/12/2004 @ 2:15 PM

POSTED 02/12/2004 @ 2:15 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 05/16/2005

DATE DEED FILED **NOT SOLD**

CR FILED NO  
01/10/08 BY CC  
MAY 16 2005

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

02/17/2004 @ 10:20 AM SERVED CLINTON D. GOSS

SERVED CLINTON D. GOSS, DEFENDANT, AT THE RESIDENCE 519 WILLIAMS STREET, APT #28, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BETH A. GOSS, WIFE/DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

02/17/2004 @ 10:20 AM SERVED BETH A. GOSS

SERVED BETH A. GOSS, DEFENDANT, AT THE RESIDENCE 519 WILLIAMS STREET, APT #28, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BETH A GOSS

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, MAY 26, 2004, RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SERIFF SALE. TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15051  
NO: 03-1533-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, FA, S/B/M TO WASHINGTON MUTUAL HOME LOANS, INC.  
vs.  
DEFENDANT: GOSS, CLINTON D.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$175.55

SURCHARGE PAID BY

So Answers,

*Chester Hawkins*  
By: Christine Butter-Aydelot  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)  
Pa.R.C.P. 3180 to 3183 and Rule 3257

---

WASHINGTON MUTUAL BANK, FA, S/B/M TO  
WASHINGTON MUTUAL HOME LOANS, INC.

---

vs.

---

CLINTON D. GOSS  
BETH A. GOSS

---

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.: 03-1533-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

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: **2112 WILLOW DRIVE, CLEARFIELD, PA 16830**

(See legal description attached.)

Amount Due	<u>\$115,126.97</u>
Interest from 11/18/03 to Date of Sale (\$18.92 per diem)	<u>\$</u> _____
Total	<u>\$</u> _____ Plus costs as endorsed. <i>125.00 Prothonotary costs</i>

Will H. Hansen  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 11/18/03  
(SEAL)

By:

Deputy

SZB

Received November 18, 2003 @ 3:30 P.M.  
Chester A. Hawkins  
by Cynthia Butter-Aughenbaugh

No. 03-1533-CD

**In the Court of Common Pleas of  
Clearfield County, Pennsylvania**

WASHINGTON MUTUAL BANK, FA, S/B/M TO WASHINGTON  
MUTUAL HOME LOANS, INC.

vs.

CLINTON D. GOSS  
BETH A. GOSS

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

Attorney for Plaintiff

Address: 519 WILLIAMS STREET, APT. #27, CLEARFIELD, PA 16830-1431  
519 WILLIAMS STREET, APT. #27, CLEARFIELD, PA 16830-1431  
Where papers may be served.

Frank Federman, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ALL THAT CERTAIN tract or parcel of ground situate in the Township of Lawrence, Clearfield County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a stone on State Highway (Route 17098) leading from Curwensville to Clearfield; thence North 3° (erroneously referred to as 30° in Volume 1603 page 275) 45° East, 615 feet to a post; thence South 73° 30' West 425 feet to a post on public road (Township Road 517); thence South 56° 18' East 110 feet to a post on public road (Township Road 517); thence South 27° 6' East 220 feet to the public road (Township Road 517); thence South 34° 51' East 287 feet to a stone post and place of beginning. Containing three (3) acres.

EXCEPTING AND RESERVING that portion of the premises conveyed by Edwin D. O'Dell, et ux to Valarie J. Flegal by deed dated July 3, 1981, and recorded in Clearfield County, Pennsylvania in Deed Book 816, Page 240.

Tax Parcel #123-J09-19

TITLE TO SAID PREMISES IS VESTED IN Clinton D. Goss and Beth A. Goss, husband and wife by Deed from John G. Peters and Debra J. Peters husband and wife dated 4/30/2001 and recorded 5/11/2001 in Instrument #200106876.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME CLINTON D. GOSS

NO. 03-1533-CD

NOW, December 15, 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 June 04, 2004, I exposed the within described real estate of Goss, Clinton D. 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	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.55
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	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$175.55</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	115,126.97
INTEREST @ 18.9200	3,765.08
FROM 11/18/2003 TO 06/04/2004	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$118,892.05</b>

**COSTS:**

ADVERTISING	335.28
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	175.55
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$797.83</b>

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](mailto:Daniel.Trautz@fedphe-pa.com)

Dan G. Trautz  
Judgment Department, Ext. 1298

Representing Lenders in  
Pennsylvania and New Jersey

March 3, 2004

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

ATTENTION: CINDY (814) 765-5915

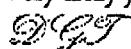
Re: WASHINGTON MUTUAL BANK, FA, S/B/M TO WASHINGTON  
MUTUAL HOME LOANS, INC. v. CLINTON D. GOSS BETH A. GOSS  
No. 03-1533-CD  
2112 WILLOW DRIVE, CLEARFIELD, PA 16830

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is  
scheduled for MARCH 5, 2004.

The property is to be relisted for the JUNE 4, 2004 Sheriff's Sale.

Very truly yours,



Dan G. Trautz

VIA TELECOPY (814) 765-5915

CC:	CLINTON D. GOSS 519 WILLIAMS STREET, APT. #27 CLEARFIELD, PA 16830-1431	BETH A. GOSS 519 WILLIAMS STREET, APT. #27 CLEARFIELD, PA 16830-1431
-----	--	---

Law Offices  
**FEDERMAN AND PHELAN, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814

Sandra Cooper  
Judgment Department, Ext. 1258

Representing Lenders in  
Pennsylvania and New Jersey

May 26, 2004

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

ATTENTION: CINDY (814) 765-5915

Re: WASHINGTON MUTUAL BANK, FA, S/B/M TO WASHINGTON MUTUAL HOME  
LOANS, INC. v. CLINTON D. GOSS BETH A. GOSS  
No. 03-1533-CD  
2112 WILLOW DRIVE, CLEARFIELD, PA 16830

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for JUNE 04, 2004.  
return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

No funds were received in consideration for the stay.

Very truly yours,

Genevieve Mautz

VIA TELECOPY (814) 765-5915

CC:	CLINTON D. GOSS 519 WILLIAMS STREET, APT. #27 CLEARFIELD, PA 16830-1431	BETH A. GOSS 519 WILLIAMS STREET, APT. #27 CLEARFIELD, PA 16830-1431	WASHINGTON MUTUAL HOME LOANS, INC. Attn: KAM & CLIENT Loan No: 51794444
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