

03-1533-CD
WASHINGTON MUTUAL 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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

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

COURT OF COMMON PLEAS
CIVIL DIVISION

TERM

Plaintiff

NO. 03-1533-4

v.

CLEARFIELD COUNTY

FILED

CLINTON D. GOSS
2112 WILLOW DRIVE
CLEARFIELD, PA 16830

OCT 14 2003

BETH A. GOSS
2112 WILLOW DRIVE
CLEARFIELD, PA 16830

William A. Shaw
Prothonotary

Defendant(s)

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>
TOTAL	\$ 114,373.28

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

By: 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

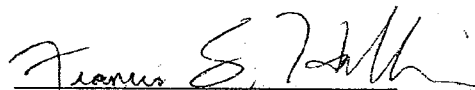
PREMISES BEING: 2112 WILLOW DRIVE

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

FILED

*M 11:11 AM Pd-55:00
Receipts 8/16*

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.

Sheriff Docket #

14666

03-1533-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 17, 2003 AT 2:31 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CLINTON D. GOSS, DEFENDANT AT RESIDENCE, 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.

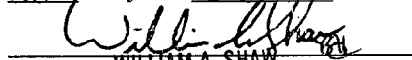
NOW OCTOBER 17, 2003 AT 2:31 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BETH A. GOSS, DEFENDANT AT RESIDENCE, 519 WILLIAMS ST., APT #27, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BETH A. GOSS (2) TWO TRUE AND ATTESTED COPIES OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE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

Return Costs

Cost	Description
38.00	SHERIFF HAWKINS PAID BY: ATTY
40.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

22nd Day Of Oct 2003


WILLIAM A. SHAW

Prothonotary

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

So Answers,


by Mauley Harris

Chester A. Hawkins

Sheriff

FILED

013:15:01
OCT 22 2003



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 11/18/03)	<u>753.69</u>

TOTAL **\$115,126.97**

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: Willi L. Hays DEPUTY

If you have any questions concerning this matter please contact:

FF
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

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

CLINTON D. GOSS
BETH A. GOSS

Defendants

: 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.

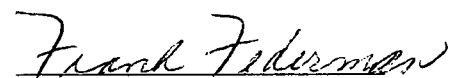
IMPORTANT NOTICE

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, 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
BETH A. GOSS

: NO. 03-1533-CD

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.

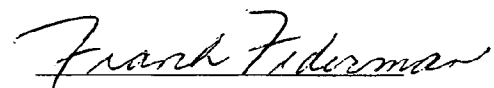
IMPORTANT NOTICE

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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.

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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

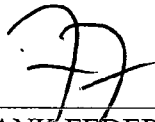
FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(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

Att'y pd. 20.00

11/18/03

1cc & Notice

NOV 18 2003

to def.

William A. Shaw

Prothonotary/Clerk of Courts

Statement to Att'y

WAS

D

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:

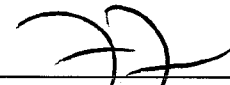
Amount Due

\$115,126.97

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

and Costs.

125.00 Prothonotary Costs



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

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)



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.

William A. Shaw
Prothonotary/Clerk of Courts

FILED
NOV 18 2003

My pd. 20.00
ICC elements w/ property
desc. to Shif
D

CLEARFIELD COUNTY

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

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 Praecipe 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 LOANS, INC. No.: 03-1533-CD

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 Praecipe 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.

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

Name

Last Known Address (if address cannot be
reasonably 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)

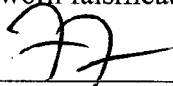
Commonwealth of Pennsylvania
Department of Welfare

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

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

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

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.**

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

vs.

NO.: 03-1533-CD

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

**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 \$115,126.97

Interest from 11/18/03 to _____
Date of Sale (\$18.92 per diem)

Total \$ _____ Plus costs as endorsed.

125.00 Prothonotary Costs
William L. Shantz

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated 11/18/03
(SEAL)

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)**

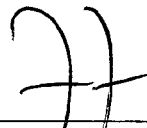
Real Debt \$115,126.97

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

Costs _____

Prothy. 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

MAY 11 09 54

MAY 25 2004

William A. Shaw

Prothonotary/Clerk of Courts

N/C
cc
[Signature]

112

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.

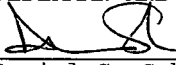
Clinton D. Goss
Beth A. Goss

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.

CLINTON D. GOSS
BETH A. GOSS

No. 03-1702-CD

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.

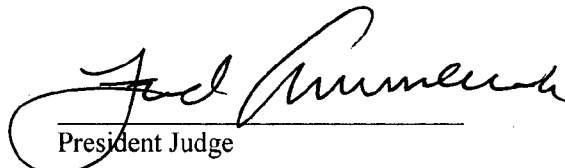
NOTICE

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
DEC
013:1484
MAY 27 2004
William A. Shaw
Prothonotary/Clerk of Courts
Att'y Schmiegel
w/ Henry K. 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

vs.
Clinton D. Goss
Beth A. Goss

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	<u>1,869.70</u>
TOTAL	\$121,609.52

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

: CIVIL DIVISION

: NO. 03-1533-CD

vs.

Clinton D. Goss
Beth A. Goss

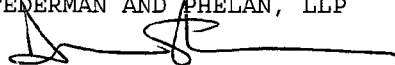
AFFIDAVIT OF SERVICE

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>
TOTAL	\$121,609.52

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

17-2315

2

FEDERAL NATIONAL MORTGAGE
ASSOCIATION

vs.

JOSEPH JEFFERSON and
ROSIE JEFFERSON, his wife

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY
CIVIL TRIAL DIVISION

MAY TERM, 1986
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 Nunc 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) Said 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 Va. 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**

cf **FILED** *no*
0110:08 BJA 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.

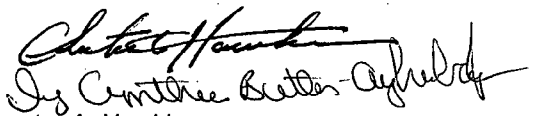
WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$175.55

SURCHARGE PAID BY

So Answers,


Chester 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.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: 03-1533-CD

CLINTON D. GOSS
BETH A. GOSS

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

\$115,126.97

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

\$ _____

Total

\$ _____ Plus costs as endorsed.

125.00 Prothonotary costs

William L. Shaffer

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. Hankins
By Cynthia Butler-Aughenbaugh

No. 03-1533-CD

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

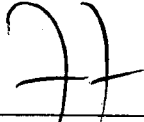
WASHINGTON MUTUAL BANK, FA, S/B/M TO WASHINGTON
MUTUAL HOME LOANS, INC.

vs.

CLINTON D. GOSS
BETH A. GOSS

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$115,126.97</u>
Int. from 11/18/03 to Date of Sale (\$18.92 per diem)	<u> </u>
Costs	<u> </u>
Prothy. Pd.	<u>125.00</u>
Sheriff	<u> </u>



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

ALSO 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 $73^{\circ} 30'$ West 425 feet to a post on public road (Township Road 517); thence South $56^{\circ} 18'$ East 110 feet to a post on public road (Township Road 517); thence South $27^{\circ} 6'$ East 220 feet to the public road (Township Road 517); thence South $34^{\circ} 51'$ 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	
TOTAL SHERIFF COSTS	\$175.55

DEED COSTS:

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

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	
TOTAL DEBT AND INTEREST	\$118,892.05

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	
TOTAL COSTS	\$797.83

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

CHESTER A. HAWKINS, Sheriff

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

Dan G. Trautz
Judgment Department, Ext. 1298

Representing Lenders in
Pennsylvania and New Jersey

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
--	--	--