

04-300-CD
WASHINGTON MUTUAL BANK, F.A. vs JILL M GODISSART

Washington Mutual Bank vs Jill Godissart
2004-300-CD

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

WASHINGTON MUTUAL BANK, F.A.
8120 NATIONS WAY BUILDING 100
JACKSONVILLE, FL 32256

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff
v.

TERM

NO. 04-300-CJ

CLEARFIELD COUNTY

JILL M. GODISSART
482 EAST 9TH STREET
CLEARFIELD, PA 16830

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

FILED

MAR 02 2004

William A. Shaw
Prothonotary Clerk of Courts

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.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

WASHINGTON MUTUAL BANK, F.A.
8120 NATIONS WAY BUILDING 100
JACKSONVILLE, FL 32256

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

JILL M. GODISSART
482 EAST 9TH STREET
CLEARFIELD, PA 16830

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

3. On 09/04/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 2002, Page 14451.
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 08/01/2003 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.

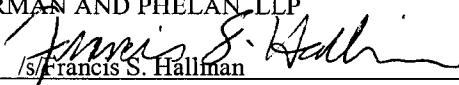
6. The following amounts are due on the mortgage:

Principal Balance	\$37,935.81
Interest	1,815.45
07/01/2003 through 03/01/2004	
(Per Diem \$7.41)	
Attorney's Fees	1,250.00
Cumulative Late Charges	64.45
09/04/2002 to 03/01/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 41,615.71
Escrow	
Credit	0.00
Deficit	63.28
Subtotal	<u>\$ 63.28</u>
TOTAL	\$ 41,678.99

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 41,678.99, together with interest from 03/01/2004 at the rate of \$7.41 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN LLP

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

ALL that certain lot of ground situate in the Fourth Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a corner on Ninth Street at corner of Lot No. 12; thence North 27 degrees 45 minutes East along Ninth Street Forty (40) feet to the corner of Lot No. 14; thence along the said Lot One Hundred Fifty (150) feet to an alley; thence along said alley Forty (40) feet to the corner of Lot No. 12; thence One Hundred Fifty (150) feet to Ninth Street and the place of beginning, said lot being Forty (40) feet on Ninth Street and extending back One Hundred Fifty (150) feet to an alley and being known as Lot No. 13, in the record plot of Walkor and Heath's Addition to Clearfield Borough.

PREMISES BEING: 482 EAST 9TH STREET

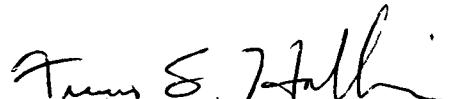
Being identified in the Clearfield County Mapping and Assessment Office as Map No. 44-K08-247-00078.

BEING the same premises as was conveyed to Julio L. Mitchell, et al by Deed of Julio L. Mitchell, Executrix of the Estate of Sandra Louise Godissart, dated January 5, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 199900192.

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: 3/1/04

FEDERMAN AND PHELAN, L.L.P.

Suite 1400

One Penn Center at Suburban Station

Philadelphia, PA 19103-1814

215-563-7000

Fax: 215-563-5534

NICKI BERNHARD
Complaint Department

*Representing Lenders in
Pennsylvania and New Jersey*

April 14, 2004

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 15853

Re: WASHINGTON MUTUAL BANK, F.A. vs. JILL M. GODISSART
 CCP, CLEARFIELD County, No. 04-300-CD

Dear Sir/Madam:

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

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

Thank you for your attention to this matter.

Very truly yours,

NICKI BERNHARD
for Federman and Phelan

Enclosures

FILED

APR 26 2004

WILLIAM A. SHAW
Prothonotary

Copy To
CA

1 copy to ATR

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

Attorney for Plaintiff

WASHINGTON MUTUAL BANK, F.A.

Plaintiff

vs.

**Court of Common Pleas
CLEARFIELD County
No. 04-300-CD**

JILL M. GODISSART

Defendant(s)

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

TO THE PROTHONOTARY:

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

4/4/04
Date



Frank Federman, Esquire
Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire

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

CIVIL DIVISION

Washington Mutual Bank, FA

Vs.
Jill M. Godissart **No. 2004-00300-CD**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 26, 2004, marked:

Withdrawn the complaint, without prejudice, discontinued and ended.

Record costs in the sum of \$85.00 have been paid in full by Federman & Phelan .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of April A.D. 2004.

William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

WASHINGTON MUTUAL BANK

VS.

GODISSART, JILL M

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15268

04-300-CD

SHERIFF RETURNS

NOW MARCH 5, 2004 AT 3:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JILL M. GODISSART, DEFENDANT AT RESIDENCE, 482 EAST 9TH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JILL GODISSART A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/MCCLEARY

Return Costs

Cost	Description
20.00	SHERIFF HAWKINS PAID BY: ATTY CK# 335125
10.00	SURCHARGE PAID BY: ATTY CK# 335126

Sworn to Before Me This

5th Day Of May 2004
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 Marilyn Harris
Chester A. Hawkins
Sheriff

FILED
03/30/04
MAY 05 2004
9:02

William A. Shaw
Prothonotary/Clerk of Courts