



# GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER.

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL, F.A. SUCCESSOR TO  
NORTH AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

*Plaintiff*

vs.

GARY TONER  
TAMMY L. TONER  
**Mortgagor(s) and Real Owner(s)**

P.O Box 39 Berwind Street  
Irvona, PA 16656

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 04-338-C

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

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

#### NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

#### Aviso

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA. RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO. PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEER CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEER INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE A UN HONORARIO REDUCIDO O GRATIS.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

MAR 11 2004

William A. Shaw  
Firm Honorary

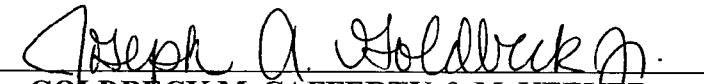
## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY, 9451 Corbin Avenue, Northridge, CA 91324.
2. The name(s) and address(es) of the Defendant(s) is/are GARY TONER, P.O Box 39 Berwind Street, Irvona, PA 16656 and TAMMY L. TONER, P.O Box 39 Berwind Street, Irvona, PA 16656, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On May 09, 2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #: 200006687. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due July 01, 2003, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$24,443.13
Interest from 06/01/2003	\$1,844.85
through 01/31/2004 at 11.2500%	
Per Diem interest rate at \$7.53	
Reasonable Attorney Fee	\$1,250.00
Late Charges from 07/01/2003 to 01/31/2004	\$84.27
Monthly late charge amount at \$12.04	
Costs of suit and Title Search	<hr/> \$900.00
	<hr/> \$28,522.25
Fees	+\$88.50
Escrow Advance	+\$3,495.42
Monthly Escrow amount \$172.89	
	<hr/> \$32,106.17

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 based on work actually performed.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$32,106.17, together with interest at the rate of \$7.53, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By:   
**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, CASSANDRA INOUYE, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 11/17/04

  
WASHINGTON MUTUAL, F.A.  
SUCCESSOR TO NORTH AMERICAN  
MORTGAGE COMPANY

*Cassandra Inouye, VP*

#0100111434 - GARY TONER and TAMMY L. TONER

## MORTGAGE TITLE INSURANCE POLICY

### SCHEDULE A CONTINUED

Policy No. 39 0155 107 00011698

File No. T00000029113

#### Legal Description

ALL that certain piece or parcel of land situate in the Borough of Irvona, Clearfield County, Pennsylvania, being known as part of Lot No. 188 in the Plan of the said Borough, bounded and described as follows:

Beginning at a point on Berwind Street at a point where said street is intersected by the boundary line between Lots #188 and #187, thence along the aforesaid boundary line and at right angles to Berwind Street one hundred fifty (150) feet to an alley; thence along said alley in an approximately direction thirty (30) feet; thence by residue of lot #188 one hundred fifty (150) feet to Berwind Street; thence along Berwind Street thirty (30) feet to the place of beginning.

Parcel #110-H16-353-144 & 110-H16-353-144-TL-01

Deed Book: 597 Pg: 210

This policy is invalid unless the insuring provisions and Schedules A and B are attached

Chicago Title Insurance Company

# EXHIBIT A ACT 91 NOTICE

## DATE OF NOTICE: February 3, 2004

## TAKE ACTION TO SAVE YOUR

## HOME FROM FORECLOSURE

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

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869.)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact any attorney in your area. The local bar association may be able to help you find a lawyer.

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notification obtenga una traduccion inmediatamente llamanda esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & MCKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734

Certified Article Number

7160 3901 9848 2711 9156

SENDERS RECORD

Certified Article Number

7160 3901 9848 2711 9163

SENDERS RECORD

Date: **February 3, 2004**

Homeowners Name: **GARY TONER and TAMMY L. TONER**

Property Address: **P.O Box 39 Berwind Street, Irvona, PA 16656**

Loan Account No.: **0100111434**

Original Lender: **WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY**

Current Lender/Servicer: **WASHINGTON MUTUAL**

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL  
ASSISTANCE WHICH CAN SAVE YOUR HOME FROM  
FORECLOSURE AND HELP YOU MAKE FUTURE  
MORTGAGE PAYMENTS**

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE  
ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR  
CONTROL,**

**\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR  
MORTGAGE PAYMENTS, AND**

**\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE  
PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may **NOT** take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your fact-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: P.O Box 39 Berwind Street, Irvona, PA 16656 IS SERIOUSLY IN DEFAULT because:

**A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** for the following months and the following amounts are now past due:

- (a) Monthly payment from 07/01/2003 thru 2/3/2004  
(8 mos. at \$413.78/month) \$3,310.24
- (b) Late charges from 07/01/2003 thru 2/3/2004  
(8 mos. at \$12.04/month) \$96.32
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$3,406.56

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$3,406.56, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

WASHINGTON MUTUAL  
9451 Corbin Avenue  
Northridge, CA 91324

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender brings legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements

under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** WASHINGTON MUTUAL

**Address:** 9451 Corbin Avenue  
Northridge, CA 91324

**Phone Number:** 818-775-2133 x8908

**Fax Number:** 818-775-2869

**Contact Person:** Kym Tendler

**EFFECT OF SHERIFF'S SALE** - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Kym Tendler  
Phone Number: 818-775-2133 x8908

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

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

**WASHINGTON MUTUAL**

**VS.**

**TONER, GARY & TAMMY L.**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**Sheriff Docket #** 15299

**04-338-CD**

**SHERIFF RETURNS**

NOW MARCH 19, 2004 AT 10:29 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TAMMY L. TONER, DEFENDANT AT RESIDENCE, PO BOX 39, BERWIND ST., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY L. TONER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS

NOW MARCH 19, 2004 AT 10:29 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GARY TONER, DEFENDANT AT RESIDENCE, O BOX 39, BERWIND ST., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY TONER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>44.25</b>	<b>SHERIFF HAWKINS PAID BY: ATT CK# 194061</b>
<b>20.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 194062</b>

**Sworn to Before Me This**

10<sup>th</sup> 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 Harper*  
Chester A. Hawkins

Sheriff

**FILED**

*01/16/04*  
**MAY 10 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WASHINGTON MUTUAL, F.A. SUCCESSOR TO  
NORTH AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

vs.

GARY TONER  
TAMMY L. TONER  
(Mortgagor(s) and Record owner(s))  
P.O Box 39 Berwind Street  
Irvona, PA 16656

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 04-338-CD

**ORDER FOR JUDGMENT**

Please enter Judgment in favor of WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY, and against GARY TONER and TAMMY L. TONER for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$33,576.30.

\_\_\_\_\_  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY 9451 Corbin Avenue Northridge, CA 91324 and that the name(s) and last known address(es) of the Defendant(s) is/are GARY TONER, P.O Box 39 Berwind Street Irvona, PA 16656 and TAMMY L. TONER, P.O Box 39 Berwind Street Irvona, PA 16656;

\_\_\_\_\_  
GOLDBECK McCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**FILED**

MAY 11 2004

5/11/2004  
William A. Shaw

Prothonotary Clerk of Courts

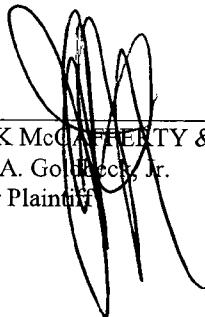
Notice to Defendant  
Statement to Attorney

**ASSESSMENT OF DAMAGES**

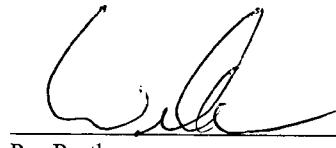
TO THE PROTHONOTARY:

Kindly assess the damages in this case to be as follows:

Principal Balance	\$24,443.13
Interest from 06/01/2003 through 05/07/2004	\$2,575.26
Attorney's Fee at 0.0100% of principal balance	\$1,250.00
Late Charges	\$132.43
Costs of Suit and Title Search	\$900.00
Escrow Balance Deficit	\$691.56
Fees	\$88.50
Escrow Advance	\$3,495.42
	<hr/>
	\$33,576.30

  
GOLDBECK McCARTHY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

AND NOW, this 11 day of May, 2004 damages are assessed as above.

  
\_\_\_\_\_  
Pro Prothy

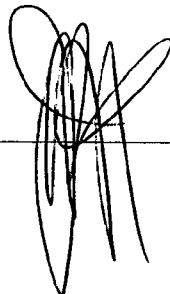
VERIFICATION OF NON-MILITARY SERVICE

The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, GARY TONER, is about unknown years of age, that Defendant's last known residence is P.O Box 39 Berwind Street, Irvona, PA 16656, and is engaged in the unknown business located at unknown address.

2. That Defendant is 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 Action of Congress of 1940 and its Amendments.

Date:

A handwritten signature in black ink, appearing to read "John Doe", is written over a horizontal line.

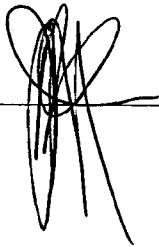
VERIFICATION OF NON-MILITARY SERVICE

The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, TAMMY L. TONER, is about unknown years of age, that Defendant's last known residence is P.O Box 39 Berwind Street, Irvona, PA 16656, and is engaged in the unknown business located at unknown address.

2. That Defendant is 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 Action of Congress of 1940 and its Amendments.

Date:

A handwritten signature in black ink, appearing to read "TAMMY L. TONER", is written over a horizontal line. The signature is somewhat stylized and cursive.

In the Court of Common Pleas of Clearfield County

WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH  
AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

vs.

GARY TONER  
TAMMY L. TONER  
(Mortgagor(s) and Record Owner(s))  
P.O Box 39 Berwind Street  
Irvington, PA 16656

No. 04-338-CD

Defendant(s)

**PRAECLPICE FOR JUDGMENT**

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

Enter the Judgment in favor of Plaintiff and against GARY TONER and TAMMY L. TONER by default for want of an Answer.

Assess damages as follows:

Debt \$33,576.30

Interest - 06/01/2003 to 05/07/2004

Total

(Assessment of Damages attached)

**I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO  
BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.**

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff  
I.D. #16132

AND NOW May 11, 2004, Judgment is entered in favor of  
WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY and against GARY  
TONER and TAMMY L. TONER by default for want of an Answer and damages assessed in the sum of \$33,576.30 as per  
the above certification.

Prothonotary

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

**DATE OF THIS NOTICE: April 23, 2004**

TO:

**TAMMY L. TONER**  
188 Berwind Street  
Irvington, PA 16656

WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH  
AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

*Plaintiff*

vs.  
**GARY TONER**  
**TAMMY L. TONER**  
(Mortgagor(s) and Record Owner(s))  
P.O. Box 39 Berwind Street  
Irvington, PA 16656

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 04-338-CD

*Defendant(s)*

TO: **TAMMY L. TONER**  
188 Berwind Street  
Irvington, PA 16656

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS 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.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106 215-627-1322

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO  
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED  
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**DATE OF THIS NOTICE: April 23, 2004**

TO:

**GARY TONER**  
188 Berwind Street  
Irvona, PA 16656

WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH  
AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

*Plaintiff*

vs.  
**GARY TONER**  
**TAMMY L. TONER**  
(Mortgagor(s) and Record Owner(s))  
P.O Box 39 Berwind Street  
Irvona, PA 16656

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 04-338-CD

*Defendant(s)*

TO: **GARY TONER**  
188 Berwind Street  
Irvona, PA 16656

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**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106 215-627-1322

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DATE OF THIS NOTICE: **April 23, 2004**

TO:

**TAMMY L. TONER**  
P.O Box 39 Berwind Street  
Irvona, PA 16656

WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH  
AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

*Plaintiff*

vs.  
**GARY TONER**  
**TAMMY L. TONER**  
(Mortgagor(s) and Record Owner(s))  
P.O Box 39 Berwind Street  
Irvona, PA 16656

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 04-338-CD

*Defendant(s)*

TO: **TAMMY L. TONER**  
P.O Box 39 Berwind Street  
Irvona, PA 16656

**IMPORTANT NOTICE**

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P.O. Box 186  
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211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106 215-627-1322

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO  
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FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

**DATE OF THIS NOTICE: April 23, 2004**

TO:

**GARY TONER**  
P.O Box 39 Berwind Street  
Iriona, PA 16656

WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH  
AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

*Plaintiff*

vs.  
**GARY TONER**  
**TAMMY L. TONER**  
(Mortgagor(s) and Record Owner(s))  
P.O Box 39 Berwind Street  
Iriona, PA 16656

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 04-338-CD

*Defendant(s)*

TO: **GARY TONER**  
P.O Box 39 Berwind Street  
Iriona, PA 16656

**IMPORTANT NOTICE**

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Clearfield, PA 16830  
814-765-9646

**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106 215-627-1322

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

No. 04-338-CD

vs.

GARY TONER  
TAMMY L. TONER  
**(Mortgagors and Record Owner(s))**  
P.O Box 39 Berwind Street  
Irvington, PA 16656

Defendant(s)

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

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw  
Prothonotary

By: 

Deputy

If you have any questions concerning the above, please contact:

Joseph A. Goldbeck, Jr.  
**Goldbeck McCafferty & McKeever**  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322

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

Washington Mutual, F.A.  
Plaintiff(s)

No.: 2004-00338-CD

Real Debt: \$33,576.30

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tammy L. Toner  
Gary Toner  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 11, 2004

Expires: May 11, 2009

Certified from the record this May 11, 2004

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

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

Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WASHINGTON MUTUAL, F.A. SUCCESSOR TO  
NORTH AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

vs.

GARY TONER  
TAMMY L. TONER  
**Mortgagor(s) and Record Owner(s)**  
P.O Box 39 Berwind Street  
Irvington, PA 16656

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 04-338-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

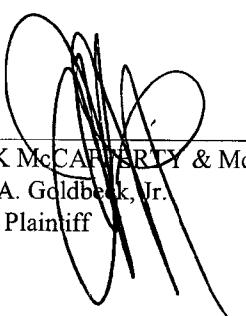
Amount Due

\$33,576.30

Interest from  
06/01/2003 to  
05/07/2004 at  
11.2500%

(Costs to be added)

189.25

  
GOLDBECK McCARTHY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**FILED**

*buy*  
MAY 11 2004

*0/11/04*

William A. Shaw

Prothonotary/Clerk of Courts

6 WAYS TO SERVE

~~6 WAYS TO SERVE~~ COPIES

Term  
No. 04-338-CD  
**IN THE COURT OF COMMON PLEAS**  
WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH  
AMERICAN MORTGAGE COMPANY

vs.

GARY TONER and  
TAMMY L. TONER  
(Mortgagor(s) and Record Owner(s))  
P.O Box 39 Berwind Street  
Irving, PA 16656

---

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

---

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322

ALL that certain piece or parcel of land situate in the Borough of Irvona,  
Clearfield County, Pennsylvania, being known as part of Lot No. 188 in the Plan of  
the said Borough, bounded and described as follows:

Beginning at a point on Berwind Street at a point where said street is intersected  
by the boundary line between Lots #188 and #187, thence along the aforesaid  
boundary line and at right angles to Berwind Street one hundred fifty (150) feet to  
an alley; thence along said alley in an approximately direction thirty (30) feet;  
thence by residue of lot #188 one hundred fifty (150) feet to Berwind Street;  
thence along Berwind Street thirty (30) feet to the place of beginning.

Parcel #110-H16-353-144 & 110-H16-353-144-TL-01

**FILED**

**MAY 11 2004**

William A. Shaw  
Prothonotary Clerk of Court

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

WASHINGTON MUTUAL, F.A. SUCCESSOR TO  
NORTH AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

vs.

GARY TONER  
TAMMY L. TONER  
P.O Box 39 Berwind Street  
Irvona, PA 16656

In the Court of Common Pleas of  
Clearfield County

No. 04-338-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:

PREMISES: P.O Box 39 Berwind Street Irvona, PA 16656

See Exhibit "A" attached

AMOUNT DUE	\$33,576.30
Interest From 06/01/2003 Through 05/07/2004	
(Costs to be added)	<u>189.25</u>

Dated: May 11, 2004  
\_\_\_\_\_  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy WILLIAM A. SHAW  
\_\_\_\_\_  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

Term  
No. 04-338-CD

IN THE COURT OF COMMON PLEAS

WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH  
AMERICAN MORTGAGE COMPANY

vs.

GARY TONER and  
TAMMY L. TONER  
Mortagor(s)

P.O Box 39 Berwind Street Irwin, PA 16656

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$33,576.30
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ _____
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
(215) 627-1322

ALL that certain piece or parcel of land situate in the Borough of Irvona,  
Clearfield County, Pennsylvania, being known as part of Lot No. 188 in the Plan of  
the said Borough, bounded and described as follows:

Beginning at a point on Berwind Street at a point where said street is intersected  
by the boundary line between Lots #188 and #187, thence along the aforesaid  
boundary line and at right angles to Berwind Street one hundred fifty (150) feet to  
an alley; thence along said alley in an approximately direction thirty (30) feet;  
thence by residue of lot #188 one hundred fifty (150) feet to Berwind Street;  
thence along Berwind Street thirty (30) feet to the place of beginning.

Parcel #110-H16-353-144 & 110-H16-353-144-TL-01

GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

FILED: 10  
m/12/43 64  
JUL 19 2004  
William A. Sha.  
Prothonotary, Clerk of C.  
EBS

WASHINGTON MUTUAL, F.A. SUCCESSOR TO  
NORTH AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff  
vs.

GARY TONER  
TAMMY L. TONER  
**Mortgagor(s) and Record Owner(s)**

P.O Box 39 Berwind Street  
Irvington, PA 16656

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 04-338-CD

**CERTIFICATE OF SERVICE**  
**PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)**

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

Personal Service by the Sheriff's Office/ [REDACTED] (copy of return attached). *Gary & Tammy served 6/10/04 per Cindy [initials] Sheriff's Office*  
 Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).  
 Certified mail by Sheriff's Office.  
 Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).  
 Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).  
 Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

Premises was posted by Sheriff's Office/competent adult (copy of return attached).  
 Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).  
 Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

*Joseph Goldbeck, Jr.*  
By: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**GOLDBECK MCCAFFERTY & MCKEEVER**  
Mellon Independence Center, Suite 5000  
701 Market Street  
Philadelphia, PA 19106-1532

PS Form 3877, April 1989

2000 JOURNAL OF HYDROGRAPHY

8600-WM

7160 3901 9848 3829 2398

**TO:** TONER, GARY  
**GARY TONER**  
P.O Box 39 Berwind Street  
Irvona, PA 16656

**SENDER:** GOLDBECK MCCAFFERTY & MCKEEVER  
May 7, 2004

**REFERENCE:** TONER, GARY / WM-0098  
8/6/04  
- Clearfield

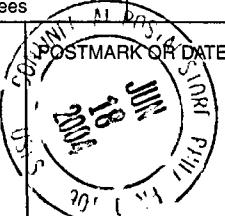
PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service

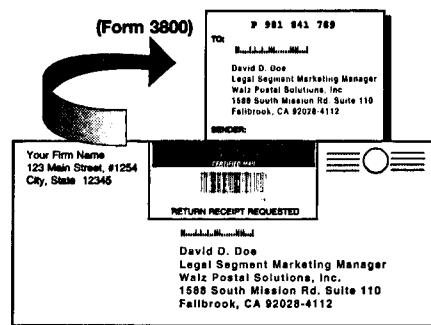
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES.**

1. Detach the form 3811, Domestic return receipt by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.

7160 3901 9848 3829 2404

**TO:** TONER, TAMMY L.  
**TAMMY L. TONER**  
P.O Box 39 Berwind Street  
Irvona, PA 16656

**SENDER:** GOLDBECK MCCAFFERTY & MCKEEVER  
May 7, 2004

**REFERENCE:** TONER, GARY / WM-0098  
8/6/04  
- Clearfield

PS Form 3800, June 2000

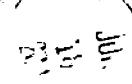
RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service

**Receipt for  
Certified Mail**

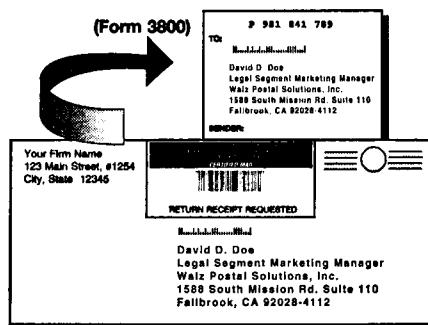
No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES.**

1. Detach the form 3811, Domestic return receipt by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.

Goldbeck McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WASHINGTON MUTUAL, F.A. SUCCESSOR TO  
NORTH AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

vs.

GARY TONER  
TAMMY L. TONER  
**(Mortgagor(s) and Record Owner(s))**  
P.O Box 39 Berwind Street  
Irvona, PA 16656

Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 04-338-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., 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:

P.O Box 39 Berwind Street  
Irvona, PA 16656

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

GARY TONER  
P.O Box 39 Berwind Street  
Irvona, PA 16656

TAMMY L. TONER  
P.O Box 39 Berwind Street  
Irvona, PA 16656

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

GARY TONER  
P.O Box 39 Berwind Street  
Irvona, PA 16656

TAMMY L. TONER  
P.O Box 39 Berwind Street  
Irvona, PA 16656

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

NORTH AMERICA MORTGAGE COMPANY  
231 EAST AVENUE  
ALBION, NY 95403

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

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

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

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

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.

TENANTS/OCCUPANTS  
P.O Box 39 Berwind Street  
Irvona, PA 16656

(attach separate sheet if more space is needed)

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

DATED: July 12, 2004

*Joseph Goldbeck, Jr.*  
GOLDBECK McCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

ALL that certain piece or parcel of land situate in the Borough of Irvona,  
Clearfield County, Pennsylvania, being known as part of Lot No. 188 in the Plan of  
the said Borough, bounded and described as follows:

Beginning at a point on Berwind Street at a point where said street is intersected  
by the boundary line between Lots #188 and #187, thence along the aforesaid  
boundary line and at right angles to Berwind Street one hundred fifty (150) feet to  
an alley; thence along said alley in an approximately direction thirty (30) feet;  
thence by residue of lot #188 one hundred fifty (150) feet to Berwind Street;  
thence along Berwind Street thirty (30) feet to the place of beginning.

Parcel #110-H16-353-144 & 110-H16-353-144-TL-01

**The Superior Court of Pennsylvania  
Sitting at Pittsburgh**

1015 Grant Building  
Pittsburgh, Pennsylvania  
15219

**CERTIFICATE OF CONTENTS OF REMANDED RECORD  
AND NOTICE OF REMAND  
under**

**PENNSYLVANIA RULES OF APPELLATE PROCEDURE 2571 AND 2572**

THE UNDERSIGNED, Prothonotary (or Deputy Prothonotary) of the Superior Court of Pennsylvania, the said court of record, does hereby certify that annexed to the original hereof, is a true and correct copy of the entire record:

**RECORD 2 PARTS/ 1 TRANSCRIPT/1 ENVELOPE  
SUPERIOR COURT JUDGMENT ORDER AND OPINION**

As remanded from said court in the following matter:  
**BALL V PLOUSE-NO. 380 WDA 2004**

**COURT OF COMMON PLEAS-CIVIL DIVISION-CLEARFIELD COUNTY  
NO. 2003-338-CD**

**FILED**  
m/15/2004  
DEC 27 2004

William A. Shaw  
Prothonotary/Clerk of Courts

In compliance with Pennsylvania Rules of Appellate Procedure 2571.

The date of which the record is remanded **DECEMBER 22, 2004**

An additional copy of this certificate is enclosed with the original hereof and the clerk or prothonotary of the lower court or the head, chairman, deputy, or the secretary of the other government unit is hereby directed to acknowledge receipt of the remanded record by executing such copy at the place indicated by forthwith returning the same to this court.

*Eleanor R. Valecko*

**DEPUTY PROTHONOTARY**

RECORD, ETC. RECEIVED:

DATE: December 27, 2004

*William A. Shaw*  
\_\_\_\_\_  
(Signature & Title)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15729

NO: 04-338-CD

PLAINTIFF: WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY  
VS.  
DEFENDANT: GARY TONER AND TAMMY L. TONER

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 05/11/2004

LEVY TAKEN 06/10/2004 @ 10:40 AM  
POSTED 06/10/2004 @ 10:40 AM  
SALE HELD 08/06/2004  
SOLD TO WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY  
SOLD FOR AMOUNT \$1.00 PLUS COSTS  
WRIT RETURNED 03/14/2005

DATE DEED FILED

PROPERTY ADDRESS P. O. BOX 39, BERWIND STREET IRVONA , PA 16656

**SERVICES**

06/10/2004 @ 10:40 AM SERVED GARY TONER

SERVED GARY TONER, DEFENDANT, AT HIS RESIDENCE, PO BOX 39, BERWIND STREET, IRVONA, PENNSYLVANIA, BY HANDING TO TAMMY TONER, WIFE/DEFENDANT,

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

06/10/2004 @ 10:40 AM SERVED TAMMY L. TONER

SERVED TAMMY L. TONER, DEFENDANT AT HER RESIDENCE, PO BOX 39, BERWIND STREET, IRVONA, PENNSYLVANIA, BY HANDING TO TAMMY . TONER

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

@ SERVED

NOW, 01/04/2005 RECEIVED A FAX LETTER FROM THE ATTORNEY NOT TO RECORD THE SHERIFF'S DEED FOR THE DEFENDANTS PROPERTY.

01/21/05  
FAR 15 2005 (6K)

William J. [Signature]  
Prothonotary, Clearfield County, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15729  
NO: 04-338-CD

PLAINTIFF: WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY  
vs.  
DEFENDANT: GARY TONER AND TAMMY L. TONER

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

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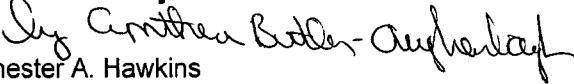
SHERIFF HAWKINS \$210.94

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,

  
By   
Chester A. Hawkins  
Sheriff

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

Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WASHINGTON MUTUAL, F.A. SUCCESSOR TO  
NORTH AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

Plaintiff

vs.

GARY TONER  
TAMMY L. TONER  
**Mortgagor(s) and Record Owner(s)**  
P.O Box 39 Berwind Street  
Irving, PA 16656

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 04-338-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

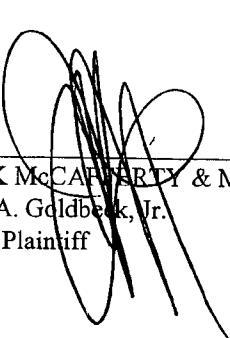
Amount Due

\$33,576.30

Interest from  
06/01/2003 to  
05/07/2004 at  
11.2500%

(Costs to be added)

189.25

  
GOLDBECK McCARTHY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

Term  
No. 04-338-CD  
**IN THE COURT OF COMMON PLEAS**

WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH  
AMERICAN MORTGAGE COMPANY

vs.

GARY TONER and  
TAMMY L. TONER  
(Mortgagor(s) and Record Owner(s))  
P.O Box 39 Berwind Street  
Irving, PA 16656

---

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

---

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

Goldbeck McCafferty & McKeever  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322

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

WASHINGTON MUTUAL, F.A. SUCCESSOR TO  
NORTH AMERICAN MORTGAGE COMPANY  
9451 Corbin Avenue  
Northridge, CA 91324

In the Court of Common Pleas of  
Clearfield County

vs.

GARY TONER  
TAMMY L. TONER  
P.O Box 39 Berwind Street  
Irvona, PA 16656

No. 04-338-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:

PREMISES: P.O Box 39 Berwind Street Irvona, PA 16656

See Exhibit "A" attached

AMOUNT DUE	<u>\$33,576.30</u>
Interest From 06/01/2003 Through 05/07/2004	<u> </u>
(Costs to be added)	<u>189.25</u>

Dated: May 11, 2004

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
Deputy \_\_\_\_\_  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

Received May 11, 2004 @ 3:40 P.M.  
Chester A. Hawkins  
by Cynthia Butter-Augustbaugh

Term  
No. 04-338-CD

IN THE COURT OF COMMON PLEAS

WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH  
AMERICAN MORTGAGE COMPANY

vs.

GARY TONER and  
TAMMY L. TONER  
Mortagor(s)  
P.O Box 39 Berwind Street Irivona, PA 16656

WRIT OF EXECUTION	
(Mortgage Foreclosure)	
REAL DEBT	\$33,576.30
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ _____
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

Goldbeck McCafferty & McKeever  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
(215) 627-1322

ALL that certain piece or parcel of land situate in the Borough of Irvona,  
Clearfield County, Pennsylvania, being known as part of Lot No. 188 in the Plan of  
the said Borough, bounded and described as follows:

Beginning at a point on Berwind Street at a point where said street is intersected  
by the boundary line between Lots #188 and #187, thence along the aforesaid  
boundary line and at right angles to Berwind Street one hundred fifty (150) feet to  
an alley, thence along said alley in an approximately direction thirty (30) feet;  
thence by residue of lot #188 one hundred fifty (150) feet to Berwind Street;  
thence along Berwind Street thirty (30) feet to the place of beginning.

Parcel #110-H16-353-144 & 110-H16-353-144-TL-01

## REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME GARY TONER NO. 04-338-CD

NOW, March 14, 2005, 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 August 06, 2004, I exposed the within described real estate of Gary Toner And Tammy L. Toner to public venue or outcry at which time and place I sold the same to WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	15.00	DEBT-AMOUNT DUE	33,576.30
SERVICE	15.00	INTEREST @ %	0.00
MILEAGE	20.25	FROM TO 08/06/2004	
LEVY	15.00		
MILEAGE	20.25	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	4.44	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	<b>TOTAL DEBT AND INTEREST</b>	<b>\$33,616.30</b>
RETURNS/DEPUTIZE			
COPIES	15.00	<b>COSTS:</b>	
	5.00	ADVERTISING	295.68
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	324.95
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$210.94</b>	LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	
<b>DEED COSTS:</b>		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	210.94
REGISTER & RECORDER		LEGAL JOURNAL COSTS	144.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	189.25
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>	MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	478.60
		<b>TOTAL COSTS</b>	<b>\$1,783.42</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

**GOLDBECK McCAFFERTY & MCKEEVER**  
**A PROFESSIONAL CORPORATION**  
**SUITE 5000 - MELLON INDEPENDENCE CENTER**  
**701 MARKET STREET**  
**PHILADELPHIA, PA 19106-1532**  
**(215) 627-1322**  
**FAX (215) 627-7734**

JOSEPH A. GOLDBECK, JR.  
GARY E. McCAFFERTY  
MICHAEL T. MCKEEVER

January 3, 2005

Clearfield

Chester A. Hawkins  
SHERIFF OF CLEARFIELD COUNTY  
Sheriff's Office  
230 E. Market Street  
Clearfield, PA 16830  
FAX :814-765-5915

**BOOK WRIT**

RE: WASHINGTON MUTUAL, F.A. SUCCESSOR TO NORTH AMERICAN MORTGAGE COMPANY  
vs.  
GARY TONER and TAMMY L. TONER  
Term No. 04-338-CD

**Property address:**

P.O Box 39 Berwind Street  
Irving, PA 16656

Sheriff's Sale Date: August 06, 2004

Dear Sheriff Hawkins:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs. Please do not record the deed to my client, they have elected not to take title to this property.

Thank you for your cooperation.

Very truly yours,  
**GOLDBECK, McCAFFERTY & MCKEEVER**

BY:

  
MICHAEL T. MCKEEVER

JAG/aju

cc: Mark Petts  
WASHINGTON MUTUAL  
Acct. #0100111434