

02-101-CD
ALTEGRA CREDIT COMPANY -vs- JEFFERY A. MOORE et al

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD
SUITE 1400
PHILADELPHIA, PA 19102-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

ALTEGRA CREDIT COMPANY
150 ALLEGHENY CENTER MALL, IDC24-050
PITTSBURGH, PA 15212

TERM

Plaintiff

v.

NO. 02-101-CO

CLEARFIELD COUNTY

JEFFERY A. MOORE
TAMMY A. MOORE
RR1 BOX 508
OSCEOLA MILLS, PA 16666

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

****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 AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. ****

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

FILED

JAN 21 2002
Mia: 461 atty Federman
William A. Shaw pd \$0.00
Prothonotary
2cc Sherry

**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

ALTEGRA CREDIT COMPANY
150 ALLEGHENY CENTER MALL, IDC24-050
PITTSBURGH, PA 15212

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

JEFFERY A. MOORE
TAMMY A. MOORE
RR1 BOX 508
OSCEOLA MILLS, PA 16666

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

3. On 7/15/99 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 Instrument No. 199912909.
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 8/20/01 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	\$42,274.89
Interest	2,668.32
7/20/01 through 1/1/02 (Per Diem \$13.08)	
Attorney's Fees	1,000.00
Cumulative Late Charges	236.78
7/15/99 to 1/1/02	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$46,729.99
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
TOTAL	\$46,729.99

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. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c.
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants;
 - or
 - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$46,729.99, together with interest from 1/1/02 at the rate of \$13.08 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.



/s/ Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

ALL those certain pieces of ground situate in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Beginning at a post; thence by the land now or formerly of Mary Ann Taylor, South Seventy-seven and One-half degrees East (S 77 1/2 degrees E) One Hundred Eighty-two (182') feet to a post; thence by the land now or formerly of John Crain Estate North Forty-three degrees East (N 43 degrees E) Thirty and eight tenths (30.8') feet to a post; thence by the land now or formerly of Susan Taylor North Forty-seven degrees West (N 47 degrees W) One Hundred Fifty-seven (157') feet to a post; thence by the road leading from Osceola to Philipsburg, South Forty-three degrees West (S 43 degrees W) Sixty-one and Seven tenths (61.7') feet to a post and place of beginning.

THE SECOND THEREOF: Beginning at a post on the road leading from Osceola to Philipsburg; thence along said road North Forty-three degrees East (N 43 degrees E) Forty-eight (48') feet to a post; thence along land now or formerly of Fredrick Shields, South Forty-seven degrees East (S 47 degrees E) One Hundred Fifty-seven (157') feet to a post; thence along land now or formerly of John Crain Estate, South Forty-three degrees West (S 43 degrees W) Forty-eight (48') feet to a post; thence along land now or formerly of Andrew Taylor North Forty-seven degrees West (N 47' W) One Hundred Fifty-seven (157') feet to a post and place of beginning.

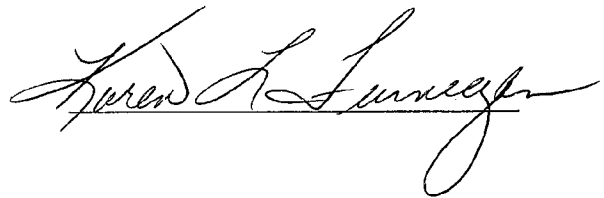
THE THIRD THEREOF: Including all of the right, title and interest acquired therein by tax sale deed from the Commissioners of Clearfield County dated the 10th day of September, 1900, and recorded at Clearfield in Deed Book 172, Page 200, on the 12th day of March, 1909. Said premises convey house and one-half (1/2 acre of ground to Decatur Township. Also all of the right, title and interest acquired by Edmund Ashworth by Treasurer's deed of George M. Dimeling for house and lot in Decatur Township dated the 22nd day of August, 1895, and recorded in Docket 64, Page 220 in Prothonotary's Office.

Parcel 112-P13-62
DBV 1617 page 237

PREMISES BEING: RR1 BOX 508

VERIFICATION

KAREN L. FINNEGAN hereby states that she is FORECLOSURE SPECIALIST of ALTEGRA CREDIT COMPANY mortgage servicing agent for Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

A handwritten signature in cursive script, reading "Karen L. Finnegan", written over a horizontal line.

DATE: 1/16/02

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11998

ALTEGRA CREDIT COMPANY

02-101-CD

VS.

MOORE, JEFFREY A. AND TAMMY A.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 23, 2002 AT 10:13 AM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON TAMMY A. MOORE, DEFENDANT AT
RESIDENCE, RR#1 BOX 508, OSCEOLA MILLS, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO TAMMY A. MOORE A TRUE AND ATTESTED
COPY OF THE ORIGNIAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE
KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

NOW JANUARY 23, 2002 AT 10:13 AM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON JEFFREY A. MOORE, DEFENDANT AT
RESIDENCE, RR#1 BOX 508, OSCEOLA MILLS, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO TAMMY A. MOORE, WIFE A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE
AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING/MARSHALL

Return Costs

Cost	Description
37.00	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED

MAR 25 2002
01930am
William A. Shaw
Prothonotary

Sworn to Before Me This

25th Day Of March 2002

Jacqueline Kendrick
Deputy Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FEDERMAN AND PHELAN

By: Frank Federman, Esquire
Atty. I.D. No.: 12248
One Penn Center at Suburban Station
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ALTEGRA CREDIT COMPANY

Plaintiff

vs.

**Court of Common Pleas
CLEARFIELD County
No. 02-101-CD**

**JEFFERY A. MOORE
TAMMY A. MOORE**

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.

4-19-2002
Date

Frank Federman
Frank Federman
Attorney for Plaintiff

FILED

APR 25 2002

**William A. Shaw
Prothonotary**

FILED

APR 25 2002

11/1/01 *Plent Do to City of Edmon*
William A. Shaw
Prothonotary

for

Copy 2

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Altegra Credit Company

Vs.

No. 2002-00101-CD

Jeffery A. Moore and
Tammy A. Moore

CERTIFICATE OF DISCONTINUATION

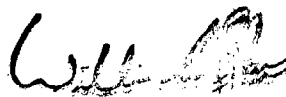
Commonwealth of PA
County of Clearfield

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 25, 2002 marked:

discontinued and ended

Record costs in the sum of \$137.00 have been paid in full by Frank Federman, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield,
Clearfield County, Pennsylvania this 25th day of April A.D. 2002.



William A. Shaw, Prothonotary