

02-537-CD
ALTEGRA CREDIT COMPANY -vs- BRENDA R. OVERBECK

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 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

ALTEGRA CREDIT COMPANY
150 ALLEGHENY CENTER MALL
PITTSBURGH, PA 15212

COURT OF COMMON PLEAS
CIVIL DIVISION

v.

Plaintiff

TERM

NO. 02-537-CO

CLEARFIELD COUNTY

BRENDA R. OVERBECK,
A/K/A BRENDA R. GRIFFITH
521 KNARR STREET
DU BOIS, PA 15801

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

BB
APR 08 2002
10/21/08/att/tolson
William A. Shaw pd \$0.00
Prothonotary
/cc Sheri

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
PITTSBURGH, PA 15212

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

BRENDA R. OVERBECK,
A/K/A BRENDA R. GRIFFITH
521 KNARR STREET
DU BOIS, PA 15801

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

3. On 7/30/98 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NATIONAL CITY which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1955, Page 593. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
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 7/4/01 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	\$29,682.67
Interest	2,339.96
6/4/01 through 3/4/02 (Per Diem \$8.54)	
Attorney's Fees	1,000.00
Cumulative Late Charges 7/30/98 to 3/4/02	509.12
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$34,081.75
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
TOTAL	\$34,081.75

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 mortgaged premises is vacant and abandoned.

9. Plaintiff hereby releases CHRISTOPHER A. OVERBECK, from liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$34,081.75, together with interest from 3/4/02 at the rate of \$8.54 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 that certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post on the Easterly side of Knarr Street and the Northwest corner of Lot No. 9; thence North 71° 15' East, by line of said Knarr Street, 31 feet, more or less, to a post at corner of lands now or formerly of Alva O. and Gertrude S. Grasham; thence South 18° 45' East, by line of land now or formerly of Grasham, a distance of 150 feet, more or less, to a post at an alley; thence South 71° 15' West by line of said alley a distance of 31 feet, more or less, to a post at the corner of Lot No. 9; thence North 18° 45' West, by line of said Lot No. 9, a distance of 150 feet, more or less, to a post at Knarr Street, the place of beginning. Known on the Plan of A.L. Tazier's Addition to said City of DuBois as the Southerly part of Lot No. 8.

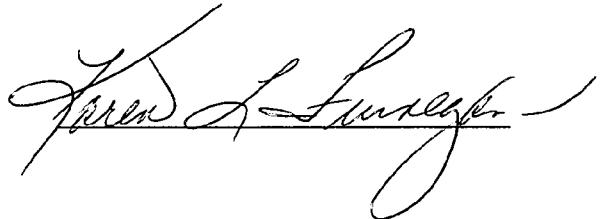
BEING the same premises conveyed to George W. Griffith and Brenda R. Griffith, husband wife, by deed from John R. Barger dated June 20, 1987, recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deeds and Records Book Volume 1187, at page 273.

PREMISES ON: 521 KNARR STREET

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.

DATE: 4-5-02

A handwritten signature in black ink, appearing to read "Karen L. Finnegans". The signature is fluid and cursive, with a large, stylized 'K' at the beginning.

FEDERMAN AND PHELAN, LLP
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. 02-537-CO**

**BRENDA R. OVERBECK,
A/K/A BRENDA R. GRIFFITH**

Defendant(s)

PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly withdraw the complaint filed in the instant matter, without prejudice, upon payment of your costs only. A Chapter 7 bankruptcy was filed on 3/18/02, which invalidated the complaint.

4/11/02
Date


Frank Federman
Attorney for Plaintiff

FILED

APR 18 2002

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12350

ALTEGRA CREDIT COMPANY

02-537-CD

VS.

OVERBECK, BRENDA R. a/k/a BRENDA R. GRIFFITH

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW APRIL 26, 2002 AT 2:41 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRENDA R. OVERBECK A/K/A BRENDA R. GRIFFITH, DEFENDANT AT RESIDENCE, 50 LINCOLN DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHAWN WOLF, BOYFRIEND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET

Return Costs

Cost	Description
47.70	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

9/1 Day Of May 2002
William A. Shaw

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED
01/21/2
MAY 09 2002
[Signature]

William A. Shaw
Prothonotary

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

ALTEGRA CREDIT COMPANY

Plaintiff
vs.
Court of Common Pleas
CLEARFIELD County
No. 02-537-CD

BRENDA R. OVERBECK, A/K/A BRENDA R. GRIFFITH

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.

9/9/02
Date

Francis S. Hallinan
Frank Federman, Esquire
Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Attorneys for Plaintiff

FILED

SEP 12 2002

William A. Shaw
Prothonotary

FILED

No cc

MLI:57
SEP 12 2002
Certificate to
Atty

William A. Shaw
Prothonotary
Copy to CIA
KA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Altegra Credit Company

Vs.

No. 2002-00537-CD

Brenda R. Overbeck
a/k/a Brenda R. Griffith

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 September 12, 2002, marked:

Discontinued and Ended without prejudice

Record costs in the sum of \$137.70 have been paid in full by Frank Federman, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 12th day of September A.D. 2002.

William A. Shaw, Prothonotary