

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

COURT OF COMMON PLEAS  
CIVIL DIVISION

ALTEGRA CREDIT COMPANY  
150 ALLEGHENY CENTER MALL  
PITTSBURGH, PA 15212

TERM

Plaintiff

v.

NO. 02-537-00

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**

APR 08 2002  
10:08 AM  
William A. Shaw pd 80.00  
Prothonotary  
1cc 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  
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	509.12
7/30/98 to 3/4/02	
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>
<b>TOTAL</b>	<b>\$34,081.75</b>

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 place 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  $71^{\circ} 15'$  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  $18^{\circ} 45'$  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  $71^{\circ} 15'$  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  $18^{\circ} 45'$  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. Tozier'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 27, 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.

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

DATE: 4-5-02

**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

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**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)**

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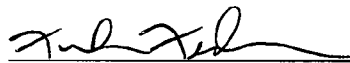
**PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE**

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

*guy* 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*  
*by Marilyn Hamer*  
Chester A. Hawkins  
Sheriff

**FILED**

012:12  
MAY 09 2002

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

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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)**

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**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** *At No CC*

*11:57*  
SEP 12 2002 *of* Certificate to

*Atty*

William A. Shaw  
Prothonotary

*Copy to CIA*

*E*  
*KAS*

**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.

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William A. Shaw, Prothonotary