

03-380-CD  
ALTEGRA CREDIT COMPANY VS. TAMMY STARR

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQ., Id. No. 12248  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

ALTEGRA CREDIT COMPANY  
150 ALLEGHENY CENTER MALL  
IDC 24-050  
PITTSBURGH, PA 15212

TERM

Plaintiff  
v.

NO. 2003-380-C0

TAMMY STARR  
508 LOCUST STREET  
DUBOIS, PA 15801

CLEARFIELD COUNTY

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

Loan #: 2000001799BJP

FILED

MAR 18 2003

0/12:10 AM

William A. Shaw

Prothonotary/Clerk of Courts

I want to sue

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  
IDC 24-050  
PITTSBURGH, PA 15212

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

TAMMY STARR  
508 LOCUST STREET  
DUBOIS, PA 15801

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

3. On 12/28/00 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. Instrument # 200100164, Page .
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 12/03/2002 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	\$34,073.30
Interest	1,196.10
11/03/2002 through 03/17/2003	
(Per Diem \$8.86)	
Attorney's Fees	1,250.00
Cumulative Late Charges	120.57
12/28/2000 to 03/17/2003	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 37,189.97
Escrow	
Credit	0.00
Deficit	331.00
Subtotal	<u>\$ 331.00</u>
<b>TOTAL</b>	<b>\$ 37,520.97</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. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 37,520.97, together with interest from 03/17/2003 at the rate of \$8.86 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.

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



ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT AT THE CORNER OF LOCUST STREET AND A PRIVATE DRIVEWAY; THENCE ALONG LOCUST STREET IN A SOUTHWESTERLY DIRECTION 25.3 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS OF THOMAS W. MARANDO, JR.; THENCE ALONG THE LANDS OF SAID MARANDO IN A NORTHWESTERLY DIRECTION 150 FEET, MORE OR LESS, TO GINTER ALLEY; THENCE ALONG SAID ALLEY IN A NORTHEASTERLY DIRECTION 32.7 FEET TO THE CORNER OF GINTER ALLEY AND A PRIVATE DRIVEWAY; THENCE ALONG THE SAID PRIVATE DRIVEWAY IN A SOUTHEASTERLY DIRECTION 158.3 FEET TO THE INTERSECTION OF THE PRIVATE DRIVEWAY WITH LOCUST STREET AND THE PLACE OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO TAMMY STARR, SINGLE BY DEED FROM DAVID W. ANTHONY, SINGLE, RECORDED 12/11/2000 IN DEED BOOK PAGE 200018229.

PREMISES BEING: 508 LOCUST 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 in Mortgage Foreclosure 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: 3-13-03

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

Sheriff Docket # 13808

ALTEGRA CREDIT COMPANY

03-380-CD

VS.  
STARR, TAMMY

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW APRIL 2, 2003 AT 2:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TAMMY STARR, DEFENDANT AT THE SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY STARR A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY

**FILED**

10 MAY 19 2003  
0/22-406  
William A. Shaw  
Prothonotary/Clerk of Courts

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**Return Costs**

Cost	Description
68.40	SHERIFF HAWKINS PAID BY: ATTY CK# 262180
10.00	SURCHARGE PAID BY: ATTY CK# 262181

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**Sworn to Before Me This**

19 Day Of May 2003  


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

**So Answers,**

  
Chester A. Hawkins  
Sheriff

*D.*  
**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. 2003-380-CD**

**TAMMY STARR**

**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.

Date

*6/9/04*

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

**FILED**

JUN 17 2004

William A. Shaw  
Prothonotary

FILED  
115-BT 100 to  
JUN 17 2004

William A. Shaw  
Prothonotary

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

**CIVIL DIVISION**

**Altegra Credit Company**

**Vs.  
Tammy Starr**

**No. 2003-00380-CD**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 17, 2004, marked:

Discontinued, settled and ended without prejudice

Record costs in the sum of \$163.40 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of June A.D. 2004.

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William A. Shaw, Prothonotary

Date: 07/22/2002

## Clearfield County Court of Common Pleas

User: BHUDSON

Time: 08:46 AM

ROA Report

Page 6 of 7

Case: 1998-00051-CD

Current Judge: John K. Reilly Jr.

Civil Other

Date	Selected Items	Judge
05/13/2002	Præcipe to List For Argument, Motion for Order of Coordination. Filed by John K. Reilly Jr. s/John W. Blasko, 4 cc Atty Kesner	
05/14/2002	Certificate of Service, Rule to Show Cause on Defendants' Motion for Order of Coordination upon Atty Monteverde and Atty Snyder. Filed by s/Kim C. Kesner, Esq. 3 cc Atty Kesner	
05/17/2002	Plaintiffs' Answer To Defendants' Motion Pursuant To PA. R.C.P. 213.1 For John K. Reilly Jr. Order of Coordination. Filed by s/Stephen P. Chawaga, Esquire Certificate of Service 1 cc Atty Chawaga	
05/23/2002	Plaintiff's Answer to New Matter of Defendants R. J. Corman Railway Company/Pennsylvania Lines and Richard J. Corman, filed by Atty. Monteverde One Cert. to Atty. ORDER, NOW, this 23rd day of May, 2002, re: Non-Dispositive Pre-Trial Motions of Defendants Richard J. Corman, R.J. Corman Railway Company/Pennsylvania Lines, Inc. and The Clearfield & Mahoning Railroad Company--Plaintiff's testimony, argument and evidence at the trial of this case be limited to the breach of contract claim set forth in the First Count of Plaintiff's Second Amended Complaint, as limited by and in accordance with this Court's Opinion and Order of even date herewith, as well as any dividends to which Plaintiffs may be entitled as a result of any such breach. by the Court, s/JKR, JR., P.J. cc to Atty's of Record	John K. Reilly Jr.
	OPINION AND ORDER, NOW, the 22nd day of May, 2002, re: Defendant Richard J. Corman's Motion for Summary Judgment be and hereby is GRANTED. That Defendant R. J. Corman Railway Company/Pennsylvania Lines, Inc's Motion for Summary Judgment be and hereby is DENIED, in part, with respect to Plaintiff's Breach of Contract Claims arising before Feb. 1997; and (b) GRANTED, in part, with respect to Plaintiffs' Breach of Contract claims arising after Feb. 1997; and That the Fourth Count of Plaintiffs Second Amended Complaint be and hereby is DISMISSED. by the Court, s/JKR, JR., P.J. cc Atty's of Record	John K. Reilly Jr.
	ORDER AND NOW, this 23rd day of May, 2002, upon consideration of Defendants R.J. Corman Railway Company/Pennsylvania Lines, Inc., Richard J. Corman and The Clearfield & Mahoning Railroad Company's Motions for Order of Coordination Pursuant to Pa. R.C.P. 213.1, it is hereby ORDERED AND DECREED that (1) Plaintiff's Petition for an appraisal in the Court of Common Pleas of Philadelphia County, at May term, 2002, No. 000175, is hereby transferred to this Court, and that further action on the Petition is stayed pending the outcome of the trial scheduled for this matter on June 24, 2002, in the Court of Common Pleas of Clearfield County, and of the appeal that is currently before the Pennsylvania Superior Court at No. 1871 WDA 2001. (2) A certified copy of the instant Order shall be filed by Defendants in the Court of Common Pleas of Philadelphia County in the manner prescribed by Pa. R.C.P. 213.1(e), and that it be requested to send its file in May Term, 2002, to the Court of Common Pleas of Clearfield County, by the Court, s/JKR, JR., P.J. cc to Atty's of Record	John K. Reilly Jr.
05/31/2002	Transcript of Proceedings, Preliminary Injunction, held before the Honorable John K. Reilly, Jr., President Judge, on Friday, April 19, 2002.	John K. Reilly Jr.
	Transcript of Proceedings, Preliminary Injunction, held before the Honorable John K. Reilly, Jr., President Judge, on Friday, April 11, 2002.	John K. Reilly Jr.
06/03/2002	Filing: Subpoena Paid by: M. P. (attorney for Laird, Frank J.) Receipt no: 1843380 Date: 06/03/2002 Amount: \$30.00 (Check)	John K. Reilly Jr.