

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-CO

CLEARFIELD COUNTY

TAMMY STARR
508 LOCUST STREET
DUBOIS, 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

Loan #: 2000001799BJP

FILED
MAR 18 2003
0/12:30/14
William A. Shaw
Prothonotary/Clerk of Courts
1 SENT TO SWE

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.

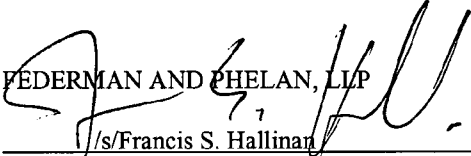
3. On 12/28/00 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. Instrument # 200100164, Page .
4. The premises subject to said mortgage is described 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>
TOTAL	\$ 37,520.97

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.


FEDERMAN AND PHELAN, LLP
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:

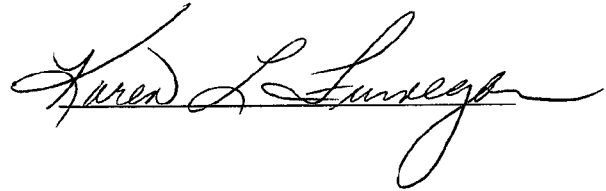
BEGINNING AT A POINT AT THE CORNER OF LOCUST STREET AND A PRIVATE DRIVEWAY; THENCE ALONG LOCUST STREET IN A SOUTHWESTERLY DIRECTION 25.3 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS OF THOMAS W. MARANDO, JR.; THENCE ALONG THE LANDS OF SAID MARANDO IN A NORTHWESTERLY DIRECTION 150 FEET, MORE OR 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.

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

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

MAY 19 2003

0/22:40/2

William A. Shaw

Prothonotary/Clerk of Courts

Return Costs

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

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
My Manly Ham

Chester A. Hawkins
Sheriff

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)

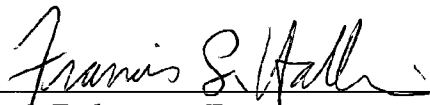
**PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE,
AND DISCONTINUE AND END**

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


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

FILED

JUN 17 2004

William A. Shaw
Prothonotary

FILED
1:15 BA 100 to
JUN 17 2004
Other

William A. Shaw
Prothonotary

2

DS

**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.

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: 1993-00051-CD

Current Judge: John K. Reilly Jr.

Civil Other

Date	Selected Items	Judge
05/13/2002	Praeceipe to List For Argument, Motion for Order of Coordination. Filed by s/John W. Blasko, 4 cc Atty Kesner	John K. Reilly Jr.
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	John K. Reilly Jr.
05/17/2002	Plaintiffs' Answer To Defendants' Motion Pursuant To PA. R.C.P. 213.1 For Order of Coordination. Filed by s/Stephen P. Chawaga, Esquire Certificate of Service 1 cc Atty Chawaga	John K. Reilly Jr.
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 OPINION AND ORDER, NOW, this 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 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 the 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 by Term, 2002, No. 000175 and any other papers or documentation 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 Hearings, held before the Honorable John K. Reilly, Jr., President Judge, on Monday, April 19, 2002. Transcript of Proceedings, Preliminary Conference, held before the Honorable John K. Reilly, Jr., President Judge, on Friday, April 11, 2002.	John K. Reilly Jr. John K. Reilly Jr.
06/03/2002	Filing: Subpoena Paid by: Monteverde, Frank P. (attorney for Laird, Frank J.) Receipt number: 1843380 Date: 06/03/2002 Amount: \$30.00 (Check)	John K. Reilly Jr.