

2004-791-CD
National City et al vs Tammy Starr

04-791-CD
NATIONAL CITY HOME LOAN SERVICE, INC. et al. 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

NATIONAL CITY HOME LOAN SERVICES, INC., F/K/A
ALTEGRA CREDIT COMPANY
150 ALLEGHENY CENTER MALL
IDC 24-050
PITTSBURGH, PA 15212

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

Plaintiff

NO. 04-791-C

v.

CLEARFIELD COUNTY

TAMMY STARR
508 LOCUST STREET
DUBOIS, PA 15801

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
412-765-2641 x 5982

FILED

JUN 03 2004

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.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

NATIONAL CITY HOME LOAN SERVICES, INC., F/K/A
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 12/28/2000 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 ID No. 200100164.
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 02/03/2004 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	\$33,787.86
Interest	1,334.56
01/03/2004 through 06/02/2004	
(Per Diem \$8.78)	
Attorney's Fees	1,250.00
Cumulative Late Charges	323.55
12/28/2000 to 06/02/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 37,245.97
Escrow	
Credit	0.00
Deficit	486.57
Subtotal	<u>\$ 486.57</u>
TOTAL	\$ 37,732.54

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 \$ 37,732.54, together with interest from 06/02/2004 at the rate of \$8.78 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

SCHEDULE "A"

70-01584728

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.

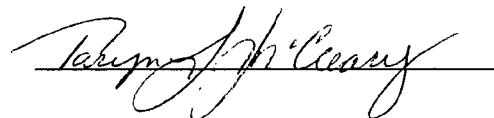
BEING THE SAME PROPERTY CONVEYED TO TAMMY STARR, SINGLE BY DEED FROM DAVID W. ANTHONY, SINGLE RECORDED 12/11/2000 IN DEED DOCUMENT NO. 200018229, IN THE OFFICE OF THE RECORDER OF DEEDS OF CLEARFIELD COUNTY, PENNSYLVANIA.

TAX ID# 7-5-10-2779

PREMISES BEING: 508 LOCUST STREET

VERIFICATION

TARYN MCMREARY hereby states that he is FORECLOSURE SPECIALIST of NATIONAL CITY HOME LOANS SERVICES, INC mortgage servicing agent for Plaintiff in this matter, that he 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 his 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: 5/28/04

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY HOME LOAN SERVICES INC.

VS.

STARR, TAMMY

Sheriff Docket # 15706

04-791-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 7, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TAMMY STARR, DEFENDANT. DEFENDANT CURRENTLY AT WHITE DEER RUN REHAB, 360 WHITE DEER RUN ROAD, PO BOX 97, ALLENWOOD, PA. 18710.

Return Costs

Cost	Description
33.25	SHERIFF HAWKINS PAID BY: ATTY CK# 356899
10.00	SURCHARGE PAID BY: ATTY CK# 358749

Sworn to Before Me This

7 Day Of July 2004


So Answers,


Chester A. Hawkins
Sheriff

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

FILED 

JUL 07 2004

07:00 AM
William A. Shaw
Prothonotary

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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814-765-2641 x 5982

Attest.

William L. Hall
Prothonotary/
Clerk of Courts

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SCHEDULE "A"

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TAX ID# 7-5-10-2779

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DATE: 5/28/04

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

**NATIONAL CITY HOME LOAN SERVICES, INC.,
F/K/A ALTEGRA CREDIT COMPANY**

Plaintiff

vs.

Court of Common Pleas
CLEARFIELD County
No. 04-791-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.

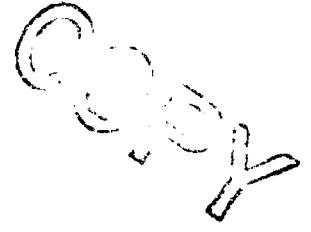
7/20/04
Date

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

7/20/04
JUL 26 2004
m/128/04
No ce
Cert. of Disc.
to Atty
Copy to cl.4

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION



**National City Home Loan Services, Inc.
f/k/a Altegra Credit Company**

Vs.
Tammy Starr

No. 2004-00791-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 July 26, 2004, marked:

Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Federman and Phelan, LLP.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of July A.D. 2004.

William A. Shaw, Prothonotary