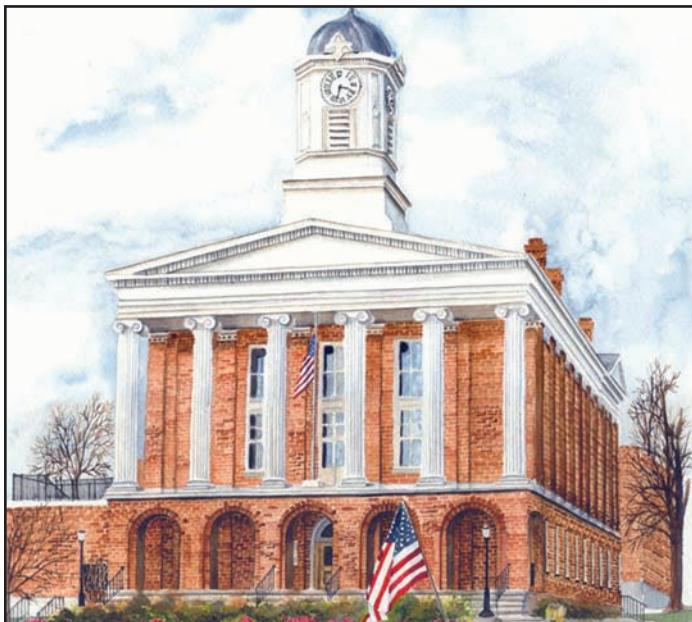


**OFFICIAL
LEGAL JOURNAL
OF SUSQUEHANNA COUNTY, PA**

34th Judicial District

Vol. 2 ★ March 2, 2018 ★ Montrose, PA ★ No. 48



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CASES REPORTED

John Sershen, Plaintiff
v.
Helen Marie Sershen, Defendant

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**Court of Common Pleas
34th Judicial District:**

The Hon. Jason J. Legg
President Judge

The Hon. Kenneth W. Seamans
Senior Judge

The Legal Journal of Susquehanna County contains decisions of the Susquehanna County Court, legal notices, advertisements & other matters of legal interest. It is published every Friday by the Susquehanna County Bar Association.

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By requirement of Law and Order of Court the *Legal Journal of Susquehanna County* is made the medium for the publication of all Legal Advertisements required to be made in Susquehanna County, and contains all Notices of the Sheriff, Register, Clerk of the Courts, Prothonotary and all other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the formation and dissolution of Partnerships, affording indispensable protection against loss resulting from want of notice. It also contains the Trial and Argument Lists of all the Courts in Susquehanna County, and selected Opinions and Decisions of the Courts of Susquehanna County.

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MESSAGE FROM THE SUSQUEHANNA COUNTY BAR ASSOCIATION



The Legal Journal of Susquehanna County is a comprehensive weekly guide containing legal decisions of the 34th Judicial District encompassing civil actions filed; mortgages and deeds filed; legal notices; advertisements and other matters of legal interest. On behalf of the Susquehanna County Bar Association, we appreciate the opportunity to serve the legal community by providing a consolidated source of significant matters of legal importance.

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Hours: Monday–Friday, 8:30 a.m.–4:30 p.m.

COURT OPINION

No. 2017-1142 CP

JOHN SERSHEN, Plaintiff

v.

HELEN MARIE SERSHEN, Defendant

Opinion continued from the February 23, 2018 issue

II. Discussion

A party to a post-nuptial agreement may seek enforcement of that post-nuptial agreement in a divorce proceeding. 23 Pa.C.S.A. §3105(a). Thus, the court has subject matter jurisdiction to enforce the parties' post-nuptial agreement. See Annechino v. Joire, 964 A.2d 121 (Pa. Super. Ct. 2008).

1. Validity of Post-Nuptial Agreement

Wife contends that the post-nuptial agreement is not enforceable because: (1) Husband did not provide a full and fair disclosure of his assets before entering into the agreement; and (2) she executed the agreement under duress. Conversely, Husband argues that there was a full and fair disclosure. Even if some assets were not specifically listed, Husband argues that Wife was fully aware of these assets. Finally, Husband asserts that no duress or coercion occurred as Wife had the proposed agreement months prior to its execution.

"The determination of marital property rights through prenuptial, postnuptial and settlement agreements has long been permitted, and even encouraged" and both prenuptial and post-nuptial agreements are contracts governed by contract law. Laudig v. Laudig, 624 A.2d 651, 653 (Pa. Super. Ct. 1993). The validity of a post-nuptial separation agreement depends upon the presence of one of two elements: (1) a reasonable provision for the claiming spouse; or (2) a full and fair disclosure of the other's worth. In re Estate of Geyer, 487 A.2d 901 (Pa. Super. Ct. 1985). If an agreement provides that full disclosure has been made, a presumption of full disclosure arises. Simeone v. Simeone, 581 A.2d 162, 167 (Pa. 1990). The proponent of avoiding the agreement then bears the burden of proving an asserted fraud, misrepresentation or duress by clear and convincing evidence. Id.³ The mere fact that a party is faced with stress and anxiety resulting from contemplated or potential divorce proceedings does not

³ "'Clear and convincing evidence' means the evidence is so clear, direct and substantial that [the factfinder] is convinced, without hesitation, that a fact is true." Pa. Sugg. Stand. Civ. Jury Instr. § 5.10; see 1 West's Pa. Prac., Evidence § 323-2 (4th ed. 2015)(collecting cases defining "clear and convincing evidence" as including proof that is "clear, precise and indisputable," "clear, precise, convincing, and of the most satisfactory character," "clear and satisfactory," and "clear, precise and

establish duress in the legal sense. See Adams v. Adams, 848 A.2d 991 (Pa. Super. Ct. 2004). Duress has been defined as “that degree of restraint or danger, either actually inflicted or threatened and impending, which is sufficient in severity or apprehension to overcome the mind of a person of ordinary firmness.” Strickland v. Univ. of Scranton, 700 A.2d 979, 986 (Pa. Super. Ct. 1997). In the absence of a threat of actual bodily harm, a party who has a reasonable opportunity to consult with an attorney before entering into a contract cannot later invalidate that contract by claiming duress. Degenhardt v. Dillon Co., 669 A.2d 946, 950 (Pa. 1996).

Wife testified she stopped attending school after the 10th grade but got her G.E.D. in 2000. She has a learning disability and struggles with reading. During their relationship, Husband would assist her with reading and spelling. Despite these limitations, Wife managed the parties’ rental properties during their marriage. After the parties began to experience marital difficulties, Wife had a consultation with a divorce attorney concerning a possible divorce. Husband provided Wife with the monies for the consultation. Thereafter, the parties began negotiating with each other to amicably end their marriage. Husband hired an attorney to memorialize the parties’ negotiations in a post-nuptial agreement.

In November 2016, Wife found a draft of the post-nuptial agreement in Husband’s email. She printed it out and made notes on it. On her edited draft, Wife made the following notation several times: “Will not sign all my rights away.” (Pl. Ex. 1). She crossed out Husband’s listed Proctor & Gamble retirement accounts and 401K and noted “Because OF your failure to are [sic] verbal Agreement These will not be sign over now.” Id. Wife’s draft also contains a notation dated May 15, 2017 with an email address for Judy at giangriecolaw.com. Id.⁴

Wife stated Husband never incorporated her proposed edits into the final post-nuptial agreement and she did not have money to hire an attorney. Wife admitted that she negotiated with Husband to have him purchase the New Milford property in return for her signing off the remainder of the marital property. Wife selected the real property and asked Husband to come with her to look at it. Wife told Husband that she wanted that real property and wanted Husband to buy it for her. Husband told her he would not buy her the real property unless she signed the post-nuptial agreement. Wife contended that she believed she had to sign the post-nuptial agreement or she would have no place to live. There is no evidence that Husband ever threatened Wife.⁵

Husband testified the parties separated in May of 2017 because Wife said she could

unequivocal”); see also In re Estate of Cella, 12 A.3d 374, 380 (Pa. Super. Ct. 2010) (“The clear and convincing evidence standard is the highest standard of proof for civil claims. This standard requires evidence so clear, direct, weighty, and convincing as to enable the trier of fact to come to a clear conviction, without hesitancy of the truth of the precise facts in issue.” (internal quotations omitted and citations omitted)).

4 Giangrieco Law, P.C., is a local law firm located in Montrose, Pennsylvania.

5 The only allegation of alleged abuse was a comment by Husband many months prior to the execution of the post-nuptial agreement that Wife frustrated Husband to the point that he “wanted” to hit her.

not live with him anymore and wanted a place of her own. Wife had told Husband she wanted a divorce in the summer of 2016. She told Husband she was going to an attorney and Husband gave her money to pay for the initial consultation. Husband then removed Wife's name from a joint checking account because he believed she was seeking a divorce and monies began to disappear from the joint account. Husband indicated that Wife initially suggested a post-nuptial agreement and had drafted a proposed agreement. Husband would not sign Wife's proposed agreement but he hired an attorney to draft a legally binding document. Wife hacked into Husband's email to get her initial copy of the draft agreement. Husband incorporated some of Wife's proposals into the final post-nuptial agreement.⁶ Wife told Husband she was taking the draft to her attorney for review and Wife had the final proposed draft for some time prior to its execution.

Husband further testified Wife was aware of the value of the properties and assets because she wrote checks out, paid taxes, handled the insurance, went to all the closings, and handled all the finances. She had access to his P&G retirement and his Teamsters Pension statements. In response to Wife's demand that Husband purchase her a house, Husband indicated that he refused to do so until the post-nuptial agreement was finalized. Husband took out a mortgage on the marital residence to get the money to buy the residence and real property for Wife as required under the post-nuptial agreement. Husband testified that when Wife signed the Agreement, she was not upset or crying.⁷

The validity of a post-nuptial separation agreement depends upon either the presence of a reasonable provision for the claiming spouse or a full and fair disclosure of the other's worth. The parties' post-nuptial agreement contains the statement that the parties "are satisfied that full and fair disclosure has been made, and that they enter into this agreement with full knowledge of the financial affairs of the other." Both parties listed their assets as exhibits to the post-nuptial agreement. Even absent such a disclosure, Wife was aware of the value of the assets as she had been responsible for the couple's finances during their marriage.⁸ Based upon these facts, full disclosure was

6 Husband included a provision in the post-nuptial agreement that recognized the "informal" agreement between the parties whereby Husband would assist Wife in renovating the New Milford property - and that such support would continue for up to 12 months. Husband conceded that he did agree to provide such support and that he did so up until the time that Wife refused to sign the necessary paperwork for Husband to transfer the marital residence to his daughter.

7 The record is unclear as to how the actual agreement was executed. There is no dispute, however, that the parties signed it.

8 Where the circumstances indicate that a spouse has knowledge of the general value of the couple's assets, an agreement will be upheld where the agreement recites that full and fair disclosure was made. Paroly v. Paroly, 876 A.2d 1061, 1067 (Pa. 2005). Full and fair disclosure does not require disclosure of the exact amount of the party's assets; rather, there must be a sufficient disclosure to allow the intended party to make an informed decision concerning the rights which are relinquished pursuant to the agreement. Gula v. Gula, 551 A.2d 324, 327 (Pa. Super. Ct. 1988) (citing Estate of Geyer, 533 A.2d at 427).

Given that the post-nuptial agreement provides that a full disclosure has been made, there is a presumption that such a disclosure occurred which can only be overcome by clear and convincing evidence of fraud, misrepresentation or duress. There is no evidence on this record of any fraud or misrepresentation. As to duress, Wife has presented scant evidence to support the assertion of duress

properly made of each parties' assets and the post-nuptial agreement is enforceable.⁹

III. Conclusion

The parties mutually entered into negotiations over a post-nuptial agreement. The primary purpose of the post-nuptial agreement was to consummate an oral agreement that the parties had negotiated. Wife wanted Husband to utilize monies to purchase her a residence and real property in her name only. Husband would not do so unless Wife waived any further claims. Wife had already met with a divorce attorney several months prior to entering into these negotiations. Wife reviewed the draft post-nuptial agreement and made extensive notations, edits and suggestions upon it. Husband then incorporated some of Wife's revisions in the final draft which Wife had for some period of time prior to its execution. The final draft provided a full disclosure of the parties' assets and any minor omissions from said disclosure were not material as Wife had full knowledge of the parties' finances. The parties executed the agreement and Husband complied with its terms and purchased the residence and real property that Wife had demanded. Wife accepted Husband's action without representing that she no longer agreed to the terms of the post-nuptial agreement. After receiving the specific benefit of her bargain, Wife now refuses to honor the post-nuptial agreement that she negotiated and executed. Wife has failed to present clear and convincing evidence of any fraud, misrepresentation, coercion or duress necessary to set aside the parties' post-nuptial agreement. For these reasons, Husband's motion to compel enforcement of the parties' post-nuptial agreement will be granted and Wife's motion to invalidate the post-nuptial agreement will be denied.



or coercion. Instead, the record shows that Wife had consulted an attorney in the summer of 2016 regarding her rights in any divorce proceeding. Wife initially drafted a proposed post-nuptial agreement, which Husband rejected. Husband then hired an attorney to draft a post-nuptial agreement which included Wife's demand that Husband purchase a property for her in return for her signing off on any other marital property. Wife obtained a copy of this agreement and made extensive edits/notes on her draft. Husband made changes to the draft post-nuptial agreement based on Wife's demands. Wife had the proposed final draft for some time prior to its execution. There is no evidence of duress or coercion-let alone clear and convincing evidence-in this record.

9 Further, the post-nuptial agreement provided for reasonable provisions for Wife as Husband purchased her a new residence, paid for materials to renovate the residence, performed work in renovating the residence, provided cash payments to Wife, and had a continuing duty of caring for Wife's residence until May 2018. Wife has failed to demonstrate, given the limited nature of the marital estate, that the post-nuptial agreement did not make reasonable provision for her post-separation.

LEGAL NOTICES

IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY COMMONWEALTH OF PENNSYLVANIA

ESTATE NOTICES

Notice is hereby given that, in the estate of the decedents set forth below, the Register of Wills, has granted letters testamentary or of administration to the persons named. All persons having claims or demands against said estates are requested to present the same without delay and all persons indebted to said estates are requested to make immediate payment to the executors or administrators or their attorneys named below.

NOTICE

In the Estate of Theodora Georgette Ahrends, deceased, late of Rush Township, Susquehanna County, Pennsylvania.

Letters Administration in the above estate having been issued to Gregory Myers, all persons indebted to the said estate are requested to make payment; those having claims to present the same without delay to:

Gregory Myers
382 Church Street
Montrose, PA 18801

OR

Michael J. Gathany
Attorney at Law
PO Box 953
Hallstead, PA 18822

3/2/2018 • 3/9/2018 • 3/16/2018

ESTATE NOTICE

Estate of Jennie A. Bowen a/k/a Jennie Adams Bowen, Deceased. Late of Montrose Borough, Susquehanna County, PA. D.O.D. 1/20/18. Letters Testamentary on the above Estate have been granted to the undersigned, who request all persons having claims or demands against the estate of the decedent to make known the same and all persons indebted to the decedent to make payment without delay to Anne C. Bowen, Executrix, 1713 Towne Dr., West Chester, PA 19380. Or to her Atty.: Karen M. Stockmal, KMS Law Offices, LLC, 1055 Westlakes Dr., Ste. 160, Berwyn, PA 19312.

2/23/2018 • 3/2/2018 • 3/9/2018

ESTATE NOTICE

In the Estate of MARY JANE CHRISTIAN, deceased, late of Dimock Township, Susquehanna County, Pennsylvania who died testate on January 24th, 2018. Letters of Administration in the above estate having been granted to the undersigned, all persons indebted to said estate are requested to make immediate payment and those having claims against the same are requested to present them without delay to: Judith E. Kelly

404 Church Street
Montrose, PA 18801
or
Laurence M. Kelly
Kelly Law Office
Attorney for the Estate
65 Public Avenue
Montrose, PA 18801
Telephone: 570-278-3861

2/23/2018 • 3/2/2018 • 3/9/2018

EXECUTOR'S NOTICE

Estate of Marjorie A. Eberly a/k/a/
Marjorie Ann Eberly
Late of Harford Township,
Deceased

Letters of Testamentary on said
estate having been granted to the
undersigned, all persons indebted
thereto are requested to make
immediate payment, and those
having claims or demands against
the same will present them without
without delay for settlement to the
undersigned.

Residing at c/o 135 North George
Street, York, PA 17401.

James Lamar Eberly, Executor

CGA Law Firm, PC
By: Devon M. Myers, Attorney

2/16/2018 • 2/23/2018 • 3/2/2018

EXECUTOR NOTICE

Estate of Phyllis M. Callender
Late of Dimock Township
EXECUTOR
David Callender
PO Box 22
Hallstead, PA 18822

2/16/2018 • 2/23/2018 • 3/2/2018

OTHER NOTICES

ORPHANS' COURT DIVISION ESTATE NOTICE

Public notice is hereby given to
all persons interested in the
following named Estate. The
accountant of said Estate has filed
in the Register's Office of
Susquehanna County the
accounting which has been
certified to the Clerk of the
Orphans' Court Division, Court of
Common Pleas:

First and Final Accountings:
Estate of GERALD M. CONBOY,
deceased
Deborah Purtell, Executrix

Estate of RAY O. HARDIC,
deceased
Karen Vargason, Executrix

Estate of FRANCES STRAUB,
deceased
Cindy Sue Gula, Executrix

The above accountings will be
presented to the Judge of the
Court of Common Pleas on
Tuesday, March 20, 2018, and if
no exceptions have been filed

thereto the account will be
Confirmed Final.

MICHELLE ESTABROOK
CLERK OF ORPHANS' COURT

3/2/2018 • 3/9/2018

**NOTICE OF FILING OF
SHERIFF'S SALES**

*Individual Sheriff's Sales can be
cancelled for a variety of reasons. The
notices enclosed were accurate as of
the publish date. Sheriff's Sale notices
are posted on the public bulletin board
of the Susquehanna County Sheriff's
Office, located at 105 Maple Street,
Montrose, PA.*

**SHERIFF'S SALE
MORTGAGE FORECLOSURE
MARCH 13, 2018**

IN THE COURT OF COMMON
PLEAS OF SUSQUEHANNA
COUNTY, upon Judgment entered
therein, there will be exposed to
public sale and outcry in the
Sheriff's Office, Susquehanna
County Courthouse, Montrose,
Pennsylvania, the following
described real estate, to wit:

Sale Date and Time

3-13-2018 9:00 AM

Writ of Execution No.:
2017-1243 CP

PROPERTY ADDRESS: 18857
State Route 706

Montrose, Pa 18801

LOCATION: Township of
Bridgewater

Tax ID #: 125.00-1,007.00,000.

IMPROVEMENTS: ONE - TWO
STORY WOOD FRAMED
DWELLING

ONE - 28 X 60 WOOD FRAMED
GARAGE

ONE - 16 X 32 SWIMMING
POOL

DEFENDANTS: David R. Potter

and Carol A. Potter

ATTORNEY FOR PLAINTIFF:

Deana Maier, Esq

(215) 942-2090

NOTICE

The Sheriff shall not be liable for
loss or damage to the premises sold
resulting from any cause whatsoever
and makes no representation or
warranty regarding the condition of
the premises. **Notice** is hereby given
and directed to all parties in interest
and claimants that a Schedule of
Distribution will be filed by the
Sheriff no later than 30 days after
the sale and that distribution will be
made in accordance with that
Schedule unless exceptions are filed
thereto within ten (10) days
thereafter. Full amount of bid plus
poundage must be paid on the date
of the sale by 4:30 p.m. or deed will
not be acknowledged. For details on
individual Sheriff Sales please go
to: <http://susqco.com/> -Law
Enforcement, Sheriff's Office, Sale
listings

Lance M. Benedict,
Susquehanna County Sheriff

2/16/2018 • 2/23/2018 • 3/2/2018

**SHERIFF'S SALE
MORTGAGE FORECLOSURE
MARCH 13, 2018**

IN THE COURT OF COMMON
PLEAS OF SUSQUEHANNA
COUNTY, upon Judgment entered
therein, there will be exposed to

public sale and outcry in the Sheriff's Office, Susquehanna County Courthouse, Montrose, Pennsylvania, the following described real estate, to wit:

Sale Date and Time

3-13-2018 9:30 AM

Writ of Execution No.:

2017-1294 CP

PROPERTY ADDRESS: 402

Bethel Hill Road

Susquehanna, Pa 18847

LOCATION: Township of Harmony

Tax ID #: 076.00-1,027.00,000.

IMPROVEMENTS: ONE - ONE STORY MANUFACTURED HOME

ONE - 8 X 12 WOOD FRAMED SHED

DEFENDANTS: Barry Heller and Sheri L. Heller

ATTORNEY FOR PLAINTIFF:

James Shoemaker, Esq

(570) 287-3000

NOTICE

The Sheriff shall not be liable for loss or damage to the premises sold resulting from any cause whatsoever and makes no representation or warranty regarding the condition of the premises. **Notice** is hereby given and directed to all parties in interest and claimants that a Schedule of Distribution will be filed by the Sheriff no later than 30 days after the sale and that distribution will be made in accordance with that Schedule unless exceptions are filed thereto within ten (10) days thereafter. Full amount of bid plus poundage must be paid on the date of the sale by 4:30 p.m. or deed will not be

acknowledged. For details on individual Sheriff Sales please go to: <http://susqco.com/> -Law Enforcement, Sheriff's Office, Sale listings

Lance M. Benedict,
Susquehanna County Sheriff

2/16/2018 • 2/23/2018 • 3/2/2018

**SHERIFF'S SALE
MORTGAGE FORECLOSURE
MARCH 13, 2018**

IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY, upon Judgment entered therein, there will be exposed to public sale and outcry in the Sheriff's Office, Susquehanna County Courthouse, Montrose, Pennsylvania, the following described real estate, to wit:

Sale Date and Time

3-13-2018 10:00 AM

Writ of Execution No.:

2017-1277 CP

PROPERTY ADDRESS: 303 Chase Avenue AKA 277 Chase Avenue

Hallstead, Pa 18822

LOCATION: Borough of Hallstead

Tax ID #: 031.19-1,007.00,000.

IMPROVEMENTS: ONE - ONE AND HALF STORY WOOD FRAMED DWELLING

ONE - UNKNOWN SIZE WOOD FRAMED SHED

ONE - 10 X 16 WOOD FRAMED CLOSED SHED

DEFENDANTS: James F. Jackson and Jessica Jackson

ATTORNEY FOR PLAINTIFF:

Jennie Tsai, Esq

(215) 563-7000

NOTICE

The Sheriff shall not be liable for loss or damage to the premises sold resulting from any cause whatsoever and makes no representation or warranty regarding the condition of the premises. **Notice** is hereby given and directed to all parties in interest and claimants that a Schedule of Distribution will be filed by the Sheriff no later than 30 days after the sale and that distribution will be made in accordance with that Schedule unless exceptions are filed thereto within ten (10) days thereafter. Full amount of bid plus poundage must be paid on the date of the sale by 4:30 p.m. or deed will not be acknowledged. For details on individual Sheriff Sales please go to: <http://susqco.com/> -Law Enforcement, Sheriff's Office, Sale listings

Lance M. Benedict,
Susquehanna County Sheriff

2/16/2018 • 2/23/2018 • 3/2/2018

SHERIFF'S SALE MORTGAGE FORECLOSURE MARCH 13, 2018

IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY, upon Judgment entered therein, there will be exposed to public sale and outcry in the Sheriff's Office, Susquehanna County Courthouse, Montrose, Pennsylvania, the following described real estate, to wit:

Sale Date and Time

3-13-2018 10:30 AM

Writ of Execution No.:

2017-1288 CP

PROPERTY ADDRESS: RR1 Box 1812 aka 208 Sorensen Road Friendsville, Pa 18818

LOCATION: Township of Choconut

Tax ID #: 042.00-2,005.01,000.

IMPROVEMENTS: ONE -ONE AND ONE HALF STORY WOOD FRAMED DWELLING ONE - 24 X 30 WOOD FRAMED GARAGE

DEFENDANTS: Chris Sorensen aka Christian E. Sorensen

ATTORNEY FOR PLAINTIFF:
Jennie C. Tsai, Esq
(215) 563-7000

NOTICE

The Sheriff shall not be liable for loss or damage to the premises sold resulting from any cause whatsoever and makes no representation or warranty regarding the condition of the premises. **Notice** is hereby given and directed to all parties in interest and claimants that a Schedule of Distribution will be filed by the Sheriff no later than 30 days after the sale and that distribution will be made in accordance with that Schedule unless exceptions are filed thereto within ten (10) days thereafter. Full amount of bid plus poundage must be paid on the date of the sale by 4:30 p.m. or deed will not be acknowledged. For details on individual Sheriff Sales please go to: <http://susqco.com/> -Law Enforcement, Sheriff's Office, Sale listings

Enforcement, Sheriff's Office,
Sale listings

Lance M. Benedict,
Susquehanna County Sheriff

2/16/2018 • 2/23/2018 • 3/2/2018

**SHERIFF'S SALE
MORTGAGE FORECLOSURE
MARCH 27, 2018**

IN THE COURT OF COMMON
PLEAS OF SUSQUEHANNA
COUNTY, upon Judgment entered
therein, there will be exposed to
public sale and outcry in the
Sheriff's Office, Susquehanna
County Courthouse, Montrose,
Pennsylvania, the following
described real estate, to wit:

Sale Date and Time

3-27-2018 9:00 AM

Writ of Execution No.:

2017-1307 CP

PROPERTY ADDRESS: 1219

Helens Road

Union Dale, Pa 18470

LOCATION: Township of Gibson
Tax ID #: 189.00-1,061.00,000

IMPROVEMENTS: ONE- 2

STORY WOOD FRAMED

DWELLING

ONE- 24 X 46 WOOD FRAMED

GARAGE

ONE- 12 X 20 WOOD FRAMED

SHED

DEFENDANTS: Christopher
Rappolt and Barbara Rappolt and
The United States of America By
and Through the Internal Revenue
Service

ATTORNEY FOR PLAINTIFF:

David Gregory, Esq
(570) 254-9960

NOTICE

The Sheriff shall not be liable for
loss or damage to the premises sold
resulting from any cause
whatsoever and makes no
representation or warranty
regarding the condition of the
premises. **Notice** is hereby given
and directed to all parties in
interest and claimants that a
Schedule of Distribution will be
filed by the Sheriff no later than 30
days after the sale and that
distribution will be made in
accordance with that Schedule
unless exceptions are filed thereto
within ten (10) days thereafter. Full
amount of bid plus poundage must
be paid on the date of the sale by
4:30 p.m. or deed will not be
acknowledged. For details on
individual Sheriff Sales please go
to: <http://susqco.com/> -Law
Enforcement, Sheriff's Office, Sale
listings

Lance M. Benedict,
Susquehanna County Sheriff

3/2/2018 • 3/9/2018 • 3/16/2018

**SHERIFF'S SALE
MORTGAGE FORECLOSURE
MARCH 27, 2018**

IN THE COURT OF COMMON
PLEAS OF SUSQUEHANNA
COUNTY, upon Judgment
entered therein, there will be
exposed to public sale and outcry
in the Sheriff's Office,
Susquehanna County Courthouse,
Montrose, Pennsylvania, the
following described real estate,
to wit:

Sale Date and Time

3-27-2018 9:30 AM

Writ of Execution No.:

2017-1328 CP

PROPERTY ADDRESS: 31 Peck Hill Street a/k/a 1766 Peck Hill Street

New Milford, Pa 18834

LOCATION: Borough of New Milford

Tax ID #: 109.05-1,032.00,000.

IMPROVEMENTS: One - One Story Manufactured Dwelling

DEFENDANTS: Carol S. Patrick and The United States of America c/o U.S. Attorney's Office

ATTORNEY FOR PLAINTIFF:
Andrew Marley, Esq
(215) 572-8111

NOTICE

The Sheriff shall not be liable for loss or damage to the premises sold resulting from any cause whatsoever and makes no

representation or warranty regarding the condition of the premises. **Notice** is hereby given and directed to all parties in interest and claimants that a Schedule of Distribution will be filed by the Sheriff no later than 30 days after the sale and that distribution will be made in accordance with that Schedule unless exceptions are filed thereto within ten (10) days thereafter. Full amount of bid plus poundage must be paid on the date of the sale by 4:30 p.m. or deed will not be acknowledged. For details on individual Sheriff Sales please go to: <http://susqco.com/> -Law Enforcement, Sheriff's Office, Sale listings

Lance M. Benedict,
Susquehanna County Sheriff

3/2/2018 • 3/9/2018 • 3/16/2018

MORTGAGES AND DEEDS

RECORDED FROM FEBRUARY 15, 2018 TO FEBRUARY 21, 2018
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.

MORTGAGES

Information: OPEN-END MTG	Consideration: \$100,000.00
Mortgagor: CAIN, NATHAN D	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - CAIN, TAMMY R	
Locations: Parcel # 1 - 107.03-1,019.00,000.	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$126,170.00
Mortgagor: CHAPMAN, KEVIN P	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - RELIANCE FIRST CAPITAL LLC	
Locations: Parcel # 1 - 183.00-1,068.00,000.	Municipality BROOKLYN TOWNSHIP
Information:	Consideration: \$99,669.00
Mortgagor: SCHWENK, SANDY D	Mortgagee: JPMORGAN CHASE BANK
Locations: Parcel # 1 - 124.18-1,037.00,000.	Municipality MONTROSE
Information:	Consideration: \$272,800.00
Mortgagor: SORENSEN, ROBERT D	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - QUICKEN LOANS INC	
Locations: Parcel # 1 - 124.15-2,027.00,000.	Municipality MONTROSE
Information:	Consideration: \$128,000.00
Mortgagor: LACORTE FAMILY LIMITED PARTNERSHIP	Mortgagee: FNCF BANK
Locations: Parcel # 1 - 172.00-1,010.00,000.	Municipality ARARAT TOWNSHIP
Information: OPEN-END MTG	Consideration: \$100,000.00
Mortgagor: ROY JR, WILLIAM J	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - ROY, PATRICIA	
Locations: Parcel # 1 - 036.00-2,013.00,000.	Municipality LANESBORO BOROUGH
Information:	Consideration: \$242,000.00
Mortgagor: FILER, JOHN E JR	Mortgagee: SERFASS, KELLY J
2 - FILER, KATHRYN L	2 - GROOVER, KAREN A 3 - SERFASS, KEVIN A 4 - ROGERS, MICHAEL W JR
Locations: Parcel # 1 - N/A	Municipality SPRINGVILLE TOWNSHIP
Information:	Consideration: \$137,600.00
Mortgagor: KELLEY, JAMES P	Mortgagee: PS BANK
Locations: Parcel # 1 - 265.00-1,030.00,000.	Municipality CLIFFORD TOWNSHIP

DEEDS

Information:	Consideration: \$1.00	Tax Basis:
Grantor: ARCHAMBAULT, MARIANNE (AKA) 2 - DELVECCHIO, MARIANNE	Grantee: DELVECCHIO, MARIANNE 2 - ARCHAMBAULT, BRETT JOSEPH 3 - ARCHAMBAULT, WILLIAM CHARLES III 4 - DELVECCHIO, WILLIAM III	
Locations: Parcel # 1 - 153.00-1,103.00.000.	Municipality ARARAT TOWNSHIP	
Information: CORRECTIVE DEED	Consideration: \$1.00	
Grantor: ANGELIDES, JASON 2 - WESTON, SEAN M 3 - WESTON, HEIDI Z	Grantee: ANGELIDES, JASON 2 - WESTON, SEAN M 3 - WESTON, HEIDI Z	
Locations: Parcel # 1 - 190.00-1,062.00.000.	Municipality HERRICK TOWNSHIP	
Information:	Consideration: \$5,000.00	
Grantor: MORRIS, BRUCE 2 - MORRIS, ANN MARIE 3 - DAVIS, WAYLAND 4 - DAVIS, THERESA	Grantee: MORRIS, BRUCE 2 - MORRIS, ANN MARIE	
Locations: Parcel # 1 - 172.00-1,041.00.000.	Municipality ARARAT TOWNSHIP	
Information:	Consideration: \$1.00	
Grantor: CHAPMAN, MISTY M 2 - CHAPMAN, KEVIN P	Grantee: CHAPMAN, KEVIN P	
Locations: Parcel # 1 - 183.00-1,068.00.000.	Municipality BROOKLYN TOWNSHIP	
Information: CORRECTIVE	Consideration: \$1.00	
Grantor: CASTERLINE, JACK 2 - CASTERLINE, THERESA	Grantee: HASTINGS, ROBERT P (TRUST) 2 - HASTINGS, ELEANOR E (TRUST)	
Locations: Parcel # 1 - 002.03-1,023.00.000.	Municipality LITTLE MEADOWS BOROUGH	
Information: CORRECTIVE	Consideration: \$1.00	
Grantor: HASTINGS, ROBERT (AKA) 2 - HASTINGS, ROBERT P 3 - HASTINGS, ELEANOR	Grantee: HASTINGS, ROBERT P (TRUST) 2 - HASTINGS, ELEANOR E (TRUST)	
Locations: Parcel # 1 - 002.03-1,019.00.000.	Municipality LITTLE MEADOWS BOROUGH	
Information:	Consideration: \$1.00	
Grantor: DECKER, RONALD G 2 - DECKER, BRENDA J	Grantee: DECKER, RONALD G 2 - DECKER, BRENDA J 3 - DECKER, MICHAEL	
Locations: Parcel # 1 - N/A	Municipality RUSH TOWNSHIP	
Information:	Consideration: \$1.00	
Grantor: DECKER, RONALD G 2 - DECKER, BRENDA J	Grantee: DECKER, RONALD G 2 - DECKER, BRENDA J 3 - DECKER, MICHAEL	
Locations: Parcel # 1 - N/A	Municipality RUSH TOWNSHIP	

Information:	Consideration: \$1.00
Grantor: DECKER, RONALD G 2 - DECKER, BRENDA J	Grantee: DECKER, RONALD G 2 - DECKER, BRENDA J 3 - DECKER, MICHAEL
Locations: Parcel # 1 - N/A 2 - N/A	Municipality RUSH TOWNSHIP JESSUP TOWNSHIP
Information:	Consideration: \$5,500.00
Grantor: BURNS, SHAWN R 2 - BURNS, JULIE D	Grantee: CONRAD, ROBERT D 2 - CONRAD, PENNY A
Locations: Parcel # 1 - 114.12-1,007.00,000.	Municipality THOMPSON BOROUGH
Information:	Consideration: \$13,200.00
Grantor: BURNS, SHAWN R 2 - BURNS, JULIE D	Grantee: CONRAD JR, ROBERT
Locations: Parcel # 1 - 054.14-3,027.00,000.	Municipality SUSQUEHANNA
Information:	Consideration: \$1.00
Grantor: ORD, WILLIAM T 2 - ORD, AUDREY K	Grantee: ORD, WILLIAM GEORGE 2 - ORD, KYMBERLY
Locations: Parcel # 1 - N/A	Municipality BROOKLYN TOWNSHIP
Information:	Consideration: \$1.00
Grantor: TRI-BORO MUNICIPAL AUTHORITY	Grantee: SUSQUEHANNA DEPOT BOROUGH
Locations: Parcel # 1 - 054.11-5,001.00,000.	Municipality SUSQUEHANNA
Information:	Consideration: \$160,000.00 Tax Basis:
Grantor: GATELY, THOMAS JR	Grantee: LACORTE FAMILY LIMITED PARTNERSHIP
Locations: Parcel # 1 - 172.00-1,010.00,000.	Municipality ARARAT TOWNSHIP
Information:	Consideration: \$225,000.00
Grantor: DAVIS, RAYMOND C 2 - DAVIS, ALICE M	Grantee: FILER, JOHN E JR 2 - FILER, KATHRYN L
Locations: Parcel # 1 - N/A	Municipality SPRINGVILLE TOWNSHIP
Information:	Consideration: \$1,100.00
Grantor: BURNS, SHAWN R (AKA) 2 - BURNS, SHAWN 3 - BURNS, JULIE D (AKA) 4 - BURNS, JULIE	Grantee: PETROSKI LLC
Locations: Parcel # 1 - 054.11-5,038.00,000. 2 - 054.11-5,039.00,000.	Municipality SUSQUEHANNA SUSQUEHANNA
Information:	Consideration: \$7,700.00
Grantor: BURNS, SHAWN 2 - BURNS, JULIE	Grantee: HENNEKENS, MARIO
Locations: Parcel # 1 - 054.15-2,013.00,000.	Municipality SUSQUEHANNA
Information: WK 22 UNIT 39	Consideration: \$100.00
Grantor: BMA SERVICES LLC	Grantee: BREMER HOF OWNERS INC
Locations: Parcel # 1 - N/A	Municipality HERRICK TOWNSHIP

Information:	Consideration: \$0.00
Grantor: MOWBRAY, BRUCE JR 2 - MOWBRAY, TARA	Grantee: MOWBRAY, BRUCE JR
Locations: Parcel # 1 - N/A	Municipality SPRINGVILLE TOWNSHIP
Information:	Consideration: \$15,000.00
Grantor: PARRY, ROBERT N (BY TAX CLAIM BUREAU) 2 - SUSQUEHANNA COUNTY TAX CLAIM BUREAU	Grantee: LOPATOSKY, THOMAS J
Locations: Parcel # 1 - 245.00-2,098.00,000.	Municipality CLIFFORD TOWNSHIP
Information:	Consideration: \$15,100.00
Grantor: WATSON, ALBERT (BY TAX CLAIM BUREAU) 2 - WATSON, HELDEGARD (BY TAX CLAIM BUREAU) 3 - SUSQUEHANNA COUNTY TAX CLAIM BUREAU	Grantee: SHAFFER, O KENNETH
Locations: Parcel # 1 - 189.00-1,009.01,000.	Municipality GIBSON TOWNSHIP
Information:	Consideration: \$16,000.00
Grantor: PARRY, ROBERT N (BY TAX CLAIM BUREAU) 2 - SUSQUEHANNA COUNTY TAX CLAIM BUREAU	Grantee: SHAFFER, O KENNETH
Locations: Parcel # 1 - 245.00-2,099.00,000.	Municipality CLIFFORD TOWNSHIP
Information:	Consideration: \$2,500.00
Grantor: CUADRA, RAFAEL (BY TAX CLAIM BUREAU) 2 - SUSQUEHANNA COUNTY TAX CLAIM BUREAU	Grantee: PETROSKI LLC 2 - PETROSKI, THOMAS
Locations: Parcel # 1 - 037.00-1,053.00,000.	Municipality HARMONY TOWNSHIP
Information:	Consideration: \$2,000.00
Grantor: CUADRA, RAFAEL (BY TAX CLAIM BUREAU) 2 - SUSQUEHANNA COUNTY TAX CLAIM BUREAU	Grantee: PETROSKI LLC 2 - PETROSKI, THOMAS
Locations: Parcel # 1 - 037.00-1,052.00,000.	Municipality HARMONY TOWNSHIP
Information:	Consideration: \$4,000.00
Grantor: BURRELL, THOMAS (BY TAX CLAIM BUREAU) 2 - BURRELL, GLADYS (BY TAX CLAIM BUREAU) 3 - SUSQUEHANNA COUNTY TAX CLAIM BUREAU	Grantee: LOPATOSKY, THOMAS J
Locations: Parcel # 1 - 242.00-1,022.00,000.	Municipality LENOX TOWNSHIP
Information:	Consideration: \$1,600.00
Grantor: LOWRY, HOWARD (BY TAX CLAIM BUREAU) 2 - LOWRY, SUSAN (BY TAX CLAIM BUREAU) 3 - SUSQUEHANNA COUNTY TAX CLAIM BUREAU	Grantee: MIKLOICHE, JEFFERY
Locations: Parcel # 1 - 191.09-2,077.00,000.	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$5,000.00
Grantor: ROWLANDS, WILLIAM H (BY TAX CLAIM BUREAU) 2 - ROWLANDS, LINDA A (BY TAX CLAIM BUREAU) 3 - SUSQUEHANNA COUNTY TAX CLAIM BUREAU	Grantee: CNH PROPERTIES LLC
Locations: Parcel # 1 - 049.00-1,028.00,000.	Municipality LIBERTY TOWNSHIP
Information:	Consideration: \$2,600.00
Grantor: MAST, JOHN S (BY TAX CLAIM BUREAU) 2 - SUSQUEHANNA COUNTY TAX CLAIM BUREAU	Grantee: CNH PROPERTIES LLC
Locations: Parcel # 1 - 137.02-1,036.00,000.	Municipality RUSH TOWNSHIP

Information:

Grantor: HUMPHRY, LORI J (BY TAX CLAIM BUREAU AKA)
2 - DEWITT, LORI J (BY TAX CLAIM BUREAU)
3 - SUSQUEHANNA COUNTY TAX CLAIM BUREAU

Locations: Parcel #
1 - 054.14-3,033.00,000.

Consideration: \$9,034.95

Grantee: NEPA, GREGORY SCOTT

Municipality
SUSQUEHANNA

Susquehanna County LEGAL JOURNAL

3305 Lake Ariel Highway, Suite 3
Honesdale, PA 18431
Phone: 570-251-1512
Fax: 570-647-0086

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Certain Restrictions Apply

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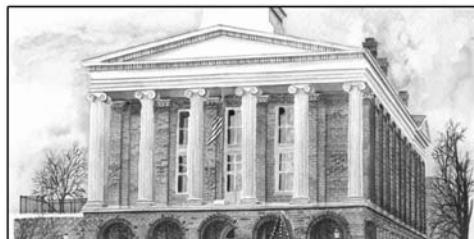
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