

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

34th Judicial District

Vol. 1 ★ June 24, 2016 ★ Montrose, PA ★ No. 12



**IN THIS ISSUE**

COURT OPINION .....	4
LEGAL NOTICES .....	9
SHERIFF'S SALES .....	11
MORTGAGES & DEEDS .....	14

**CASES REPORTED**

Ron Boyd, Plaintiff  
v.  
Jeffrey Kerr and Joan Kerr, Defendants

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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.

***The Official Legal Publication of Susquehanna County, Pennsylvania***



Legal Journal of Susquehanna County

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Publisher:  
Bailey Design and Advertising  
3305 Lake Ariel Highway, Suite 3  
Honesdale, PA 18431  
P: 570-251-1512  
F: 570-647-0086  
susqco.com

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*The Legal Journal of Susquehanna County is published and produced by the Susquehanna County Bar Association and Bailey Design and Advertising.*

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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.

All legal notices must be submitted either via email or in typewritten form and are published exactly as submitted by the advertiser. *The Legal Journal* assumes no responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes in context. As pertains to all content in each issue, all efforts have been made to accurately publish the information provided by court sources, however Publisher and Susquehanna County Bar Association cannot be held liable for any typographical errors or errors in factual information contained therein.

Legal notices must be received before 10:00 AM on the Monday preceding publication or, in the event of a holiday, on the preceding Friday.

## 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.

### **PRICING & RATES**

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Michelle Estabrook

#### ***Coroner***

Anthony J. Conarton

#### ***Auditors***

George Starzec  
Susan Jennings

Susquehanna County Courthouse — 105 Maple Street, Montrose, PA 18801 ★ 570.278.4600  
Hours: Monday–Friday, 8:30 a.m.–4:30 p.m.

**COURT OPINION**

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

<b>RON BOYD</b>	:	
<b>Plaintiff</b>	:	
	:	
<b>v.</b>	:	
	:	
<b>JEFFREY KERR and</b>	:	<b>No. 2015 - 226 CP</b>
<b>JOAN KERR</b>	:	
<b>Defendants</b>	:	

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**OPINION**

**I. INTRODUCTION**

Ron Boyd (hereinafter referred to as “Plaintiff”) filed a complaint against Defendants Jeffrey Kerr and Joan Kerr (hereinafter referred to as “Defendants”) arising out of a residential landscaping. Plaintiff was hired to construct a flagstone patio, a retaining wall, and a stone staircase on Defendants’ property. After a dispute arose between the parties, the project was never completed - but substantial performance apparently occurred. Defendants filed an answer and new matter which raised the defense of accord and satisfaction. Defendants then filed a motion for summary judgment asserting that there is no issue of material fact relating to the defense of accord and satisfaction. The parties have briefed the issue and the matter is ripe for disposition.

**II. UNDISPUTED FACTS**

There is no dispute that Plaintiff performed landscaping work at the Defendants’ residence. (Plf. Comp. ¶¶ 1-8; ; Def Ans. ¶¶ 7-8, 19). The parties never entered into a written contract. As such, the parties differ as to the contractual terms, the scope of the project, how much work was completed, and the reasons the parties terminated their relationship. (Plf. Comp. ¶¶ 4-13; Def Ans. ¶¶ 3-13.) As it relates to the defense of accord and satisfaction, the following facts are not in dispute: (1) Plaintiff and Defendants had a disagreement over the amount of money owed to Plaintiff for work performed under the verbal agreement; (2) in an attempt to resolve their disagreement, the parties exchanged a number of email correspondences;<sup>1</sup> and (3) Defendants offered \$10,800.00 as a final resolution of the disputed amount and Plaintiff accepted payment.

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<sup>1</sup> The emails were attached as exhibits to the parties’ respective briefs addressing Defendants’ summary judgment motion. For purposes of this opinion, they will be referred to simply as Plaintiff’s or Defendants’ exhibits. Neither party has challenged the authenticity of the exhibits. The chain of email correspondences will be set forth in detail below.

On November 17, 2014, Plaintiff emailed Defendant Jeffrey Kerr regarding the dispute, titling his message, “How did we get here.” (Plf. Ex. F.) The contents of the email message indicate a breakdown in communication in the preceding months and that there was a billing dispute concerning the number of hours Plaintiff worked. (Plf. Ex. F.) Defendant Jeffrey Kerr responded in an email message the same day indicating that Defendants were cognizant of a dispute and acknowledging that the project was to be put on hold until the dispute was resolved. (Plf. Ex. G.) On November 18, 2014, Plaintiff presented Defendants with an invoice totaling \$24,970.00. (Plf. Ex. E.)

On November 20, 2014, Plaintiff emailed Defendant Jeffrey Kerr saying he would “accept a \$20.00 labor rate (half) for the hours in question.” (Plf. Ex. H.) The email message indicated that Defendants had paid \$3,200.00 to that date and owed \$18,210.00 after the reduction in the labor rate. (Plf. Ex. H.) Plaintiff sent another email message later that day, alleging that he would settle for a lump sum payment of \$15,000.00. (Plf. Ex. I.) On November 21, 2014, Defendant Jeffrey Kerr replied that a payment of \$15,000.00 was not acceptable. (Plf. Ex. J.) Later that day, Plaintiff responded, saying “There is really no need to negotiate any further Jeff. You choose whatever figure within the range you feel is reasonable and mail the amount in two payments if you must.” (Plf. Ex. K.)

On November 22, 2014, Defendant Jeffrey Kerr emailed Plaintiff and proposed a resolution of the debt, indicating that \$6,000.00 would be mailed the next Monday morning, and a second check for \$4,800.00 would be mailed “in early to middle of December.” (Def. Ex. L.) Plaintiff never rejected this offer and later accepted the \$6,000.00 payment. Plaintiff emailed Defendant Jeffery Kerr on November 27, 2014, acknowledging receipt of the first check in the amount of \$6,000.00. (Def. Ex. M.) Plaintiff did not indicate at that time that he was rejecting the Defendants’ settlement proposal. On December 12, 2014, Defendant Jeffrey Kerr messaged Plaintiff to notify Plaintiff that the second check was mailed - Plaintiff acknowledged through his own email, and thanked the Defendants. (Def. Ex. N.) Defendants paid \$10,800.00 pursuant to the settlement offer made in the November 23, 2014 email, Plaintiff accepted these sums and never rejected the settlement offer.

There is no dispute that Plaintiff received and cashed these sums knowing (1) that Defendants disputed the amount owed; and (2) payment was tendered as a final resolution of the dispute. After cashing both checks, Plaintiff filed a complaint seeking the balance due - namely, \$14,170.00. (Plf. Comp. ¶¶ 11-12).<sup>2</sup>

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2 The landscaping services provided in this case fall under the definition of “home improvement” in the Home Improvement Consumer Protection Act, 73 P.S. § 517.2. Under the Act, any home improvement contract must be written to be enforceable. 73 P.S. § 517.7. In the absence of a written contract, the contractor is limited to quantum meruit recovery. See *Shafer Elec. & Const. v. Mantia*, 67 A.3d 8, 13-14 (Pa. Super. Ct. 2013); *Durst v. Milroy Gen. Contracting, Inc.*, 52 A.3d 357, 361 (Pa. Super. Ct. 2013). Plaintiff has filed a complaint with two counts: (1) breach of contract; and (2) unjust enrichment (quantum meruit). While Defendants have not raised the Home Improvement Consumer Protection Act, it is clear that Plaintiffs cannot seek to enforce an oral agreement relating to home improvement work and Plaintiff is limited to quantum meruit recovery. See *Temple Univ. Hosp., Inc. v. Healthcare Mgmt. Alternatives, Inc.*, 832 A.2d 501, 507 (Pa. Super. Ct. 2003)(when there is no express contract between the parties, a plaintiff still may recover under a quasi-contract theory).

### III. DISCUSSION

“Summary judgment may be granted when the pleadings, depositions, answers to interrogatories, and admission on file, together with affidavits, if any, show that there is no genuine issue as to any material facts and that the moving party is entitled to judgment as a matter of law.” See Coleman v. Coleman, 663 A.2d 741, 742-741 (Pa. Super. Ct. 1995); Pa.R.C.P. 1035.2(1). The court must examine the record in the light most favorable to the non-moving party when considering a motion for summary judgment. See Jones v. SEPTA, 772 A.2d 435, 438 (Pa. 2001). Moreover, all doubts as to whether a genuine issue of material fact exists must be resolved against the moving party. Id. Summary judgment may only be granted when the right to said judgment is clear and free from doubt. See Sevast v. Kakouras, 915 A.2d 1147, 1153 (Pa. 2007) (citing Marks v. Tasman, 589 A.2d 205, 206 (Pa. 1991).

An accord and satisfaction is contractual in nature. See Hayden v. Coddington, 82 A.2d 285, 286-87 (Pa. Super. Ct. 1951). The elements of an accord and satisfaction are as follows: (1) a disputed debt; (2) a clear and unequivocal offer of payment in full satisfaction; and (3) acceptance and retention of payment by the offeree. See Law v. Mackie, 95 A.2d 656 (Pa. 1953).

There must be a genuine, good faith dispute – an actual and substantial difference in opinion as to the amount due. See PNC Bank, Nat. Ass’n v. Balsamo, 634 A.2d 645, 655 (Pa. Super. Ct. 1993). One cannot fabricate confusion or a disagreement as a pretext to avoid an obligation. See Hayden, 82 A.2d at 286-87. The offer of a lesser payment to resolve a disputed debt must be express and understood; there is no implied accord and satisfaction or implied from language of doubtful meaning. See In re Kosman’s Estate, 8 A.2d 548, 549 (Pa. Super. Ct. 1939). A payment tendered in full satisfaction of a disputed debt operates as an accord and satisfaction if the payment is accepted and retained; a cashed check indicates acceptance, and thus an accord and satisfaction. See Godoway Mktg., Inc. v. Faulkner Avert. Associates, Inc., 545 F. Supp. 263, 266 (E.D. Pa. 1982)(citing Law v. Mackie, 95 A.2d 656, 660 (Pa. 1953)); Cohen v. Sabin, A.2d 845, 849-50 (Pa. 1973).

In order for an accord and satisfaction be established, the creditor must receive some consideration for acceptance of less than the alleged amount owed. See Hayden, 82 A.2d at 286-87. If a debt is disputed, the proposed offer of a sum certain to resolve the dispute then constitutes consideration to support the accord and satisfaction. See Nowicki Const. Co. v. Panar Corp., N.V., 492 A.2d 36, 40 (Pa. Super. Ct. 1985). Conversely, refusal to pay an undisputed claim does not equal consideration for an accord and satisfaction. See Id.

After examining the record in a light most favorable to the Plaintiff, there are no genuine issues of material fact. The record demonstrates that the parties reached an accord and satisfaction over a disputed claim relating to Plaintiff’s work. This case meets the three elements needed to establish accord and satisfaction. See Law, supra.

First, the record demonstrates a genuine good faith dispute as to what was owed to Plaintiff for his landscaping work. The parties do not agree on the existence of an initial

contract or the terms of any contractual work.<sup>3</sup> The extensive email correspondence submitted by both parties show that there was confusion as to what was owed and that the parties disagreed on the number of hours worked, the method of billing, and work completed with/without consent or permission. (Plf. Exs. C-L; Def. Exs. C-O.)<sup>4</sup>

Second, there was an offer of payment. On November 18, 2014, Plaintiff sent Defendant Jeffrey Kerr an invoice contending that \$24,970.00 was due. (Def. Ex. I.) Two days later, Plaintiff sent an email proposing to resolve the dispute for \$18,210.00 - with this proposal containing the reduction in the labor rate. (Def. Ex. J.) Thereafter, on the same day, Plaintiff sent another email suggesting a settlement amount of \$15,000.00. (Def. Ex. J.) Plaintiff threatened litigation if this offer was not accepted. (Def. Ex. J.) Defendant Jeffrey Kerr rejected the offer. (Def. Ex. K.) That same day, Plaintiff provided the following proposal: "There is really no need to negotiate any further, Jeff. You choose whatever figure within the range you feel is appropriate and mail the amount in two payments if you must. I would prefer that you send one check if possible." (Def. Ex. K.) Plaintiff concluded this offer with the following language: "I will not pursue you or Joan in court and as soon as you post me the check, I'll be able to put this episode behind me." (Def. Ex. K.)

Thereafter, Plaintiff then sent another email to Defendant Jeffrey Kerr asking that Kerr "Take a moment and write or call telling me what amount you have decided to pay and when." (Def. Ex. L.) Defendant Jeffrey Kerr responded as follows: "I will mail you a \$6,000 check on Monday morning. I will mail you a \$4,800 check in early to middle of December." (Def. Ex. L.) Defendant Jeffrey Kerr did pay the \$6,000.00 to Plaintiff – and Plaintiff responded by accepting the offer and thanking Defendant Jeffrey Kerr. (Def. Ex. M.) On December 9, 2014, Plaintiff emailed Defendant Jeffrey Kerr stating: "I have wrapped up my affairs for the season and I am now only waiting on the receipt of your check so I can deposit it before leaving." (Def. Ex. N.) Defendant Jeffrey Kerr responded by indicating that it was being sent on December 12, 2014. (Def. Ex. N.) Plaintiff again

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3 This would be the primary reason that the Home Improvement Consumer Protection Act requires all home improvement contracts to be in writing - and include specific statutorily imposed provisions – to be enforceable. 73 P.S. § 517.7(a)(a)-(13). No signed written contract exists in this case. The Home Improvement Consumer Protection Act requires all contractors to be registered prior to performing any home improvement work. 73 P.S. § 517.3. Registered contractors can be searched on the Attorney General's website. A search of the website reveals that Plaintiff is not a registered contractor as required under the Act. See Pa.R.E. 201(c)(1); Horton v. Washington Cty. Tax Claim Bureau, 81 A.3d 883 (Pa. 2013)(the Court may take judicial notice of government publications). Proof of registration is required to be provided by the contractor on any contract, proposals, or estimates. 73 P.S. § 517.6. This did not happen in this case as Plaintiff is not properly registered – and Plaintiff failed to provide a written contract to the Defendants.

4 Plaintiff argues that there was no good faith dispute over the amount owed – and that tendering a lesser amount on a certain debt cannot provide consideration for an accord and satisfaction. (Plf. Br., unnumbered page 5.) Plaintiff's argument presupposes that the parties had a valid and enforceable verbal contract. It is clear that the terms of the contract were not well-defined. In any event, the absence of a written home improvement contract makes the verbal agreement, if any, unenforceable. 73 P.S. § 517.7(a)(1). As noted, Plaintiff is left with only the equitable remedy of quantum meruit to collect for the value of the work done. See Shafter Elec., *supra*; Temple Univ. Hosp., *supra*. For this reason, Plaintiff's suggestion that there was an undisputable obligation must fail.

received and accepted the payment without any indication that he was rejecting Defendants' settlement offer.

Third, there was an acceptance and retention of payment. Plaintiff was aware that Defendants were offering \$10,800.00 in full payment to resolve the disputed monies owed. Plaintiff accepted both payments without protest or reservation. Upon acceptance of said monies, knowing they were tendered as full and final payment of the disputed debt, Plaintiff confirmed the accord and satisfaction between the parties.

#### **IV. CONCLUSION**

The undisputed record demonstrates that a legitimate accord and satisfaction occurred in this case. As such, because there is no genuine issue as to any material facts, Defendants' motion for summary judgment will be granted.



## **LEGAL NOTICES**

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

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#### **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.*

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#### **EXECUTRIX NOTICE**

Estate of Alice S. Saxe  
**EXECUTRIX**  
Sandra A. Saxe  
4526 Deer Bonn Rd.  
Keswick, VA 22947  
**ATTORNEY**  
John R. Dean, Esq.  
72 Public Ave.  
Montrose, PA 18801

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**6/24/2016 • 7/1/2016 • 7/8/2016**

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#### **EXECUTRIX NOTICE**

Estate of Albert Ellis  
**EXECUTRIX**  
Charlotte M. Ellis  
338 Cedar Street  
Montrose, PA 18801  
**ATTORNEY**  
Wilbur D. Dahlgren  
181 Maple Street  
Montrose, PA 18801

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**6/24/2016 • 7/1/2016 • 7/8/2016**

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#### **EXECUTRIX NOTICE**

Estate of David L. Baker  
Late of Bridgewater Township  
**EXECUTRIX**  
Margaret L. Baker  
3336 Post Pond Road  
Montrose, PA 18801  
**ATTORNEY**  
Susan L. English  
181 Maple Street  
Montrose, PA 18801

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**6/24/2016 • 7/1/2016 • 7/8/2016**

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#### **EXECUTRIX NOTICE**

Estate of Margaret Mazzarelli  
AKA Margaret M. Mazzarelli  
**EXECUTRIX**  
Helen M. Barlow  
454 Pierson Rd.  
Meshoppen, PA 18630  
**ATTORNEY**  
John R. Dean, Esq.  
72 Public Ave.  
Montrose, PA 18801

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**6/17/2016 • 6/24/2016 • 7/1/2016**

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#### **EXECUTOR NOTICE**

Estate of Nancy Joan LoSapio  
Late of Gibson Township  
**EXECUTOR**  
Sandello LoSapio AKA Sandy  
LoSapio  
11242 State Route 92  
South Gibson, PA 18842  
**ATTORNEY**  
David F. Bianco, Esq.

707 Main Street, P.O. Box 84  
Forest City, PA 18421-0084

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**6/17/2016 • 6/24/2016 • 7/1/2016**

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### **EXECUTRIX NOTICE**

Estate of Norman J. Holzman, Jr.  
Late of Brooklyn Township  
**EXECUTRIX**  
Norma S. Holzman  
7987 State Route 167  
Kingsley, PA 18826  
**EXECUTRIX**  
Maureen Holzman  
3678 State Route 6  
Tunkhannock, PA 18657  
**ATTORNEY**  
Robert J. Hollister, Esquire  
Giangrieco Law, PC  
P.O. Box 126  
Montrose, PA 18801

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**6/10/2016 • 6/17/2016 • 6/24/2016**

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### **EXECUTRIX NOTICE**

Estate of Arline E. Snyder  
Late of Oakland Township  
**EXECUTRIX**  
Dorene Murphy  
1188 Oak Hill Road  
Susquehanna, PA 18847  
**EXECUTRIX**  
Darlene Mallery  
19 Pierson Street  
Susquehanna, PA 18847

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**6/10/2016 • 6/17/2016 • 6/24/2016**

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### **OTHER NOTICES**

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#### **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:

Evelyn M. Pullen, deceased  
Sandra L. Kinsey a/k/a Sandra L.  
Kinsley And Kirk W. Pullen,  
Co-Executors

Estate of Lois C. Redman,  
deceased

Gary E. Robbins, Administrator

Dorothy Canfield, deceased  
Virginia Pease and William Storr,  
Co-Executors

William H. Wallace, III a/k/a  
William H. Wallace, deceased  
Kathy B. Arnold, Executrix

Anthony E. Trecoske, Jr., deceased  
Malaine Trecoske and  
Paul Trecoske, Co-Executors

The above accounting will be presented to the Judge of the Court of Common Pleas on Wednesday, July 6, 2016, at 10:00 A.M. for Nisi Confirmation, and if no exceptions are filed thereto, on

Wednesday, July 20, 2016 the accounts will be Confirmed Final.

**MICHELLE ESTABROOK  
CLERK OF ORPHANS' COURT**

**6/24/2016 • 7/1/2016**

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**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.*

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**SHERIFF'S SALE  
MORTGAGE FORECLOSURE  
JULY 12, 2016**

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**

**7-12-2016 9:00 AM**

Writ of Execution No.: 2016-310 CP

PROPERTY ADDRESS: 9004 & 9034 State Route 3023 Springville, Pa 18844

LOCATION: Dimock Township Tax ID #: 180.00-2,031.00,000.

IMPROVEMENTS: One – 30 x 130 Wood Framed Ware House with Office, Steel Exterior

One – 41 x 104 Wood Framed Garage with attached Storage Sheds, Steel Exterior

One – 10 x 104 Wood Framed Ware House/Storage Sheds, Steel Exterior

**DEFENDANTS:** Unique Building Systems, Inc., Gary E. Johnson, Shirley E. Johnson and United Flowback Service, LLC.

**ATTORNEY FOR PLAINTIFF:**  
James T. 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:

[www.susquehannasheriff.com/sheriffsales.html](http://www.susquehannasheriff.com/sheriffsales.html)

Lance M. Benedict,  
Susquehanna County Sheriff

**6/17/2016 • 6/24/2016 • 7/1/2016**

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**SHERIFF'S SALE  
MORTGAGE FORECLOSURE  
JULY 12, 2016**

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**

**7-12-2016 9:30 AM**

Writ of Execution No.: 2016-351  
CP

PROPERTY ADDRESS: 200  
Franklin Street N/K/A 94 Franklin  
Street

Great Bend, Pa 18821

LOCATION: Great Bend Borough  
Tax ID #: 031.16-1,022.00,000.

IMPROVEMENTS: ONE - TWO  
STORY WOOD FRAMED  
DWELLING  
ONE - WOOD FRAMED 16 X 22  
GARAGE  
ONE - 18 X 22 METAL FRAMED  
CAR PORT  
DEFENDANTS: CATHERINE L.  
FORMOSA  
ATTORNEY FOR PLAINTIFF:  
Matthew Fissel, Esq  
(215)825-6345

**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:

[www.susquehannasheriff.com/  
sheriffsales.html](http://www.susquehannasheriff.com/sheriffsales.html)

Lance M. Benedict,  
Susquehanna County Sheriff

**6/17/2016 • 6/24/2016 • 7/1/2016**

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**SHERIFF'S SALE  
MORTGAGE FORECLOSURE  
JULY 12, 2016**

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**

**7-12-2016 10:30 AM**

Writ of Execution No.: 2016-376  
CP

PROPERTY ADDRESS: 104 Vine  
Street  
Susquehanna, Pa 18847  
LOCATION: Borough of

Susquehanna Depot  
Tax ID #: 054.15-2,042.00,000.  
IMPROVEMENTS: ONE - 2  
STORY WOOD FRAMED  
DWELLING  
DEFENDANTS: Timothy E.  
Dewey  
ATTORNEY FOR PLAINTIFF:  
Scott Dietterick, Esq  
(717)533-3280

**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

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[www.susquehannasheriff.com/  
sheriffsales.html](http://www.susquehannasheriff.com/sheriffsales.html)

Lance M. Benedict,  
Susquehanna County Sheriff

**6/17/2016 • 6/24/2016 • 7/1/2016**

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**MORTGAGES AND DEEDS**

**RECORDED FROM JUNE 9, 2016 TO JUNE 15, 2016**  
**ACCURACY OF THE ENTRIES IS NOT GUARANTEED.**

**MORTGAGES**

Information:	Consideration: \$44,000.00
Mortgagor: CHIARELLA, LISA	Mortgagee: COMMUNITY BANK
Locations: Parce 1 - N/A	Municipality SILVER LAKE TOWNSHIP
Information:	Consideration: \$35,000.00
Mortgagor: FETTERMAN, MARVIN D	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - FETTERMAN, CHERYL A	
Locations: Parce 1 - N/A	Municipality GREAT BEND TOWNSHIP
Information:	Consideration: \$40,000.00
Mortgagor: GILLERAN, RYAN PATRICK 2 - NUTT, JESSICA EMMA	Mortgagee: GILLERAN, ROBERT RACHAEL
Locations: Parce 1 - N/A	Municipality SUSQUEHANNA
Information:	Consideration: \$58,000.00
Mortgagor: PANZO, ANDREW 2 - PANZO, PATRICIA	Mortgagee: KUESTERS, WERNER 2 - KUESTERS, MAUREEN
Locations: Parce 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$120,000.00
Mortgagor: TRAVIS, RICHARD M JR	Mortgagee: MANUFACTURERS & TRADERS TRUST COMPANY
Locations: Parce 1 - N/A	Municipality LIBERTY TOWNSHIP
Information:	Consideration: \$152,000.00
Mortgagor: YOUNG, DAVID 2 - YOUNG, MARCIE	Mortgagee: NBT BANK
Locations: Parce 1 - N/A	Municipality LENOX TOWNSHIP
Information: OPEN-END MTG	Consideration: \$100,000.00
Mortgagor: SCOTT AND LONGACRE TRUCKING	Mortgagee: NORTHERN TIER REGIONAL PLANNING AND DEVELOPMENT COMMISSION
Locations: Parce 1 - N/A	Municipality GREAT BEND TOWNSHIP
Information:	Consideration: \$353,250.00
Mortgagor: MAKARA, KAREN A	Mortgagee: BRYN MAWR TRUST COMPANY
Locations: Parce 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$90,000.00
Mortgagor: DELAMARTER, DENISE L (AKA) 2 - MCCARTY, DENISE L	Mortgagee: MANUFACTURERS & TRADERS TRUST COMPANY
Locations: Parce 1 - N/A	Municipality AUBURN TOWNSHIP

*For further information on these listings, call the Recorder of Deeds' office at 570-278-4600.*

Information:	Consideration: \$69,200.00
Mortgagor: LEE, KAMI 2 - LEE, RAYMOND 3 - LEE, LINDA	Mortgagee: COMMUNITY BANK
Locations: Parce 1 - N/A	Municipality THOMPSON TOWNSHIP
Information:	Consideration: \$23,995.00
Mortgagor: LUNGER, ATWOOD A 2 - LUNGER, JANET E	Mortgagee: P & G MEHOOPANY EMPLOYEES FED CR UNION
Locations: Parce 1 - N/A	Municipality DIMOCK TOWNSHIP
Information:	Consideration: \$187,500.00
Mortgagor: LIGGETT, GREGORY T 2 - LIGGETT, CATHY A 3 - DAVIS, ROBERT M	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - QUICKEN LOANS INC
Locations: Parce 1 - N/A	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$303,200.00
Mortgagor: CANFIELD, LEE D 2 - CANFIELD, ERIKA K	Mortgagee: FIRST NATIONAL COMMUNITY BANK
Locations: Parce 1 - N/A	Municipality NEW MILFORD TOWNSHIP
Information:	Consideration: \$90,000.00
Mortgagor: DAVIS, ALICE M 2 - DAVIS, ALICE M	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parce 1 - N/A	Municipality SPRINGVILLE TOWNSHIP
Information:	Consideration: \$90,000.00
Mortgagor: DAVIS, RAYMOND C 2 - DAVIS, ALICE M	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parce 1 - N/A	Municipality SPRINGVILLE TOWNSHIP
Information:	Consideration: \$80,000.00
Mortgagor: TRUEMAN, CHARLES A 2 - HALL, ALLYSA	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - STATE FARM BANK
Locations: Parce 1 - N/A	Municipality MONTROSE
Information:	Consideration: \$112,082.00
Mortgagor: HALL, MOLLY E 2 - HALL, ALLYSA	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - EVERETT FINANCIAL INC (DBA) 3 - SUPREME LENDING
Locations: Parce 1 - N/A	Municipality CLIFFORD TOWNSHIP
Information:	Consideration: \$162,011.00
Mortgagor: TREIBER, STEPHEN C 2 - GLICK, ELIZABETH A	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - FIRST NATIONAL BANK OF PENNSYLVANIA
Locations: Parce 1 - N/A	Municipality LIBERTY TOWNSHIP

Information:	Consideration: \$25,000.00
Grantor: SALAK, JOSEPH J	Grantee: PSECU
2 - SALAK, DIANE B	
Locations: Parce	Municipality
1 - N/A	CLIFFORD TOWNSHIP

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## DEEDS

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Information:	Consideration: \$25,000.00
Grantor: FANNIE MAE (AKA)	Grantee: MANNING, KANISHA
2 - FEDERAL NATIONAL MORTGAGE ASSOCIATION	2 - RACE, CHRISTOPHER
Locations: Parce	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$34,517.66
Grantor: JOHNSON, TARONNA	Grantee: BEAMER, SHANE
	2 - BAKER, BROOKLYNNE
Locations: Parce	Municipality
1 - N/A	SUSQUEHANNA
Information:	Consideration: \$55,000.00
Grantor: WILLIAMS, CRAIG A	Grantee: CHIARELLA, LISA
Locations: Parce	Municipality
1 - N/A	SILVER LAKE TOWNSHIP
Information:	Consideration: \$160,000.00
Grantor: CROSSMAN, ROBERT (TRUST BY TRUSTEE)	Grantee: STROKA FAMILY TRUST
2 - CROSSMAN, PATRICIA (TRUST BY TRUSTEE)	
Locations: Parce	Municipality
1 - N/A	AUBURN TOWNSHIP
Information:	Consideration: \$23,000.00
Grantor: HENRY, JOHN	Grantee: LEHMAN, DAVID
2 - HENRY, ANN	2 - LEHMAN, CINDY
3 - HENRY, FRANK	
4 - TOPORCHER, BERNARD	
5 - TOPORCHER, JEAN	
Locations: Parce	Municipality
1 - N/A	RUSH TOWNSHIP
Information:	Consideration: \$2,925.79
Grantor: COAN, JAMES M (BY SHERIFF)	Grantee: JPMORGAN CHASE BANK (SBM)
	2 - BANK ONE
Locations: Parce	Municipality
1 - N/A	ARARAT TOWNSHIP
Information:	Consideration: \$100,000.00
Grantor: TINGLEY, RICHARD G	Grantee: GILLERAN, RYAN PATRICK
2 - TINGLEY, CAROL J	2 - NUTT, JESSICA EMMA
Locations: Parce	Municipality
1 - N/A	SUSQUEHANNA
Information:	Consideration: \$1.00
Grantor: HERMAN, SALENE M	Grantee: HERMAN, MICKI L
Locations: Parce	Municipality
1 - N/A	RUSH TOWNSHIP

★ L E G A L J O U R N A L O F S U S Q U E H A N N A C O U N T Y ★

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Information:	Consideration: \$68,000.00
Grantor: KUESTER, WERNER 2 - KUESTER, MAUREEN	Grantee: PANZO, ANDREW 2 - PANZO, PATRICIA
Locations: Parce 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$60,000.00
Grantor: WOOD, ROBERT C 2 - WOOD, DEBRA A 3 - BURDICK, JUDITH ANN 4 - BURDICK, EDMUND W	Grantee: WOOD, WILLIAM H 2 - WOOD, ELAINE
Locations: Parce 1 - N/A	Municipality GIBSON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: CARNESE, DORIS	Grantee: COOK, JILL I 2 - COOK, MICHAEL A
Locations: Parce 1 - N/A	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$1.00
Grantor: SMITH, THOMAS P 2 - SMITH, BARBARA C	Grantee: SMITH, THOMAS P (TRUST) 2 - LANE-SMITH, BARBARA LA ROSA (TRUST)
Locations: Parce 1 - N/A	Municipality JESSUP TOWNSHIP
Information:	Consideration: \$156,000.00
Grantor: CUNNINGHAM, MICHAEL T 2 - CUNNINGHAM, JEAN M	Grantee: BLYE, JUSTIN FRAZIER
Locations: Parce 1 - N/A 2 - N/A	Municipality FRIENDSVILLE BOROUGH MIDDLETOWN TOWNSHIP
Information:	Consideration: \$1.00
Grantor: TITMAN, HAROLD FRANK 2 - TITMAN, JOAN MARIE	Grantee: TITMAN, HAROLD FRANK (TRUST) 2 - TITMAN, JOAN MARIE (TRUST)
Locations: Parce 1 - N/A	Municipality JACKSON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: VANGORDEN, SCOTT T 2 - VANGORDEN, MINDY J	Grantee: VANGORDEN, SCOTT T 2 - VANGORDEN, MINDY J
Locations: Parce 1 - N/A	Municipality JACKSON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: BARTKUS, MICHAEL J	Grantee: BARTKUS, KELLY
Locations: Parce 1 - N/A	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$190,000.00
Grantor: TAGLIATERRA, FRED J III (ESTATE AKA) 2 - TAGLIATERRA, FRED III 3 - LEE, LISA ANN 4 - TAGLIARRA, FRED J JR 5 - TAGLIARRA, JUDITH ANN 6 - TAGLIARRA, JOSEPH	Grantee: YOUNG, DAVID 2 - YOUNG, MARCIE
Locations: Parce 1 - N/A	Municipality LENOX TOWNSHIP
Information:	Consideration: \$74,000.00
Grantor: SCHULTZ, PAUL D	Grantee: KAMINSKI, DANIEL
Locations: Parce 1 - N/A	Municipality AUBURN TOWNSHIP

★ L E G A L J O U R N A L O F S U S Q U E H A N N A C O U N T Y ★

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Information:	
Grantor: WILLIAMS, RANDY L 2 - WILLIAMS, GLORIA 3 - WELLS, CANDY J 4 - WELLS, JERRY W	Consideration: \$75,000.00 Grantee: DAVIS, ALICE M
Locations: Parce 1 - N/A	Municipality SPRINGVILLE TOWNSHIP
Information:	
Grantor: BIRCHARD, BRADLEY A 2 - BIRCHARD, BRADLEY (AKA) 3 - BIRCHARD, DONNA	Consideration: \$100,000.00 Grantee: TRUEMAN, CHARLES A
Locations: Parce 1 - N/A	Municipality MONTROSE
Information:	
Grantor: WHIPPLE, JOHN 2 - WHIPPLE, DIANE (NKA) 3 - INGRAHAM, DIANE	Consideration: \$1.00 Grantee: WHIPPLE, JOHN
Locations: Parce 1 - N/A	Municipality SPRINGVILLE TOWNSHIP
Information:	
Grantor: HUGHES, KENNETH J	Consideration: \$1.00 Grantee: HUGHES, LORI L
Locations: Parce 1 - N/A	Municipality LIBERTY TOWNSHIP
Information:	
Grantor: HUGHES, KENNETH J 2 - HUGHES, LORI L (AKA) 3 - HUGHES, LORI	Consideration: \$1.00 Grantee: HUGHES, KENNETH J
Locations: Parce 1 - N/A	Municipality LIBERTY TOWNSHIP
Information:	
Grantor: SHULTZ, GORDON H (ESTATE) 2 - KANE, DIANA L 3 - SHULTZ, LOUIE D 4 - SHULTZ, CLAYTON L 5 - SHULTZ, DAWN (AKA) 6 - SHULTZ, DAWN M 7 - SHULTZ, GARY (AKA) 8 - SHULTZ, GARY A 9 - SHULTZ, JUDY	Consideration: \$14,100.00 Grantee: CAMPBELL, JASON S 2 - KANE-CAMPBELL, MAUREEN E (AKA) 3 - CAMPBELL, MAUREEN E KANE
Locations: Parce 1 - N/A	Municipality BRIDGEWATER TOWNSHIP
Information:	
Grantor: HARRIS, MICHAEL B 2 - CIRBA, RICHARD J	Consideration: \$109,000.00 Grantee: HALL, ALYSSA 2 - HALL, MOLLY E
Locations: Parce 1 - N/A	Municipality CLIFFORD TOWNSHIP
Information:	
Grantor: U S BANK NATIONAL ASSOCIATION (TRUSTEE FOR) 2 - PENNSYLVANIA HOUSING FINANCE AGENCY	Consideration: \$1.00 Grantee: UNITED STATES SECRETARY OF HOUSING AND URBAN DEVELOPMENT
Locations: Parce 1 - N/A	Municipality HALLSTEAD BOROUGH
Information:	
Grantor: NEILD, GERALD	Consideration: \$165,000.00 Grantee: TREIBER, STEPHEN C 2 - GLICK, ELIZABETH A
Locations: Parce 1 - N/A	Municipality LIBERTY TOWNSHIP

Information:	Consideration: \$1.00
Grantor: STEVENS, HELEN E (ESTATE)	Grantee: STEVENS, DONALD L
2 - STEVENS, HELEN (AKA)	
3 - STEVENS, HELEN EUDORA (AKA)	
Locations: Parce	Municipality
1 - N/A	AUBURN TOWNSHIP
Information:	Consideration: \$49,880.00
Grantor: CITIMORTGAGE INC	Grantee: BARNES, PAUL
Locations: Parce	Municipality
1 - N/A	SUSQUEHANNA
Information: CORRECTIVE DEED	Consideration: \$1.00
Grantor: PHALEN, BONNIE	Grantee: PHALEN, BONNIE
Locations: Parce	Municipality
1 - N/A	MIDDLETON TOWNSHIP

Legal Journal of Susquehanna County  
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