

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

34th Judicial District

Vol. 2 ★ March 23, 2018 ★ Montrose, PA ★ No. 51



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**CASES REPORTED**

Alexander Zingher and Devon Zingher, Plaintiffs  
v.  
Jessie Young and CJ's Transportation Services, Inc., Defendants  
v.  
Christopher Campbell, Additional 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  
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Bar Association.

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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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Fictitious Name Registration	\$45
Petition for Change of Name	\$45
Estate Notice (3-time insertion)	\$65
Orphans Court; Accounting on Estates (2-time insertion)	\$45

*All other notices will be billed at \$1.90 per line. Minimum insertion fees apply.*

*A fee of \$10 will be added to all legal notices for the Notarized Proof of Publication.*

#### **Subscription Rates**

##### *Per Year*

Mailed Copy	\$100
Emailed Copy	\$50
Mailed & Emailed	\$125

*Individual copies available for \$5 each*

*Subscription Year: March–February*

*Prorated subscriptions available*

### SUSQUEHANNA COUNTY OFFICIALS

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Jason J. Legg, *President Judge*

Kenneth W. Seamans, *Senior Judge*

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Jeffrey Hollister

Jodi L. Cordner, Esq.

Suzanne Brainard

#### **Court Administrator**

Cathy Hawley

#### **Sheriff**

Lance Benedict

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Marion O'Malley, Esq.

#### **Prothonotary, Clerk of The Court**

Jan Krupinski

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#### **Clerk of The Orphan's Court**

Michelle Estabrook

#### **Coroner**

Anthony J. Conarton

#### **Auditors**

George Starzec

Susan Jennings

Richard Suraci

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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**No. 2015-785 CP**

**ALEXANDER ZINGHER and DEVON ZINGHER, Plaintiffs**

**v.**

**JESSIE YOUNG and CJ's TRANSPORTATION SERVICES, INC., Defendants**

**v.**

**CHRISTOPHER CAMPBELL, Additional Defendant**

*Opinion continued from the March 16, 2018 issue*

**IV. Discussion**

In order to prevail on a negligence claim, a plaintiff must demonstrate: (1) that the defendant owed him a legally recognized duty of care; (2) that the defendant breached that duty of care; (3) that the defendant's breach was the proximate cause of his injuries; and (4) proof of actual loss or damages suffered. See Krishack v. Milton Hershey Sch., 145 A.3d 762, 765 (Pa. Super. 2016) (quoting Eckroth v. Pennsylvania Elec., Inc., 12 A.3d 422, 427-28 (Pa. Super. 2010), appeal denied, 21 A.3d 678 (Pa. 2011)). Campbell's summary judgment argument hinges upon the assertion that the sole cause of the accident was the negligence of Young in failing to keep an assured clear distance between her vehicle and that operated by Zingher and that Campbell did not violate any duty owed to Zingher. Campbell asserts that the evidence is clear that at the time of the accident, Zingher was either stopped or coming to a stop and that Campbell was not in the roadway at the time Young struck Zingher's stopped vehicle.

As a general rule, the scope of duty any one person owes to another is limited to those risks that are reasonably foreseeable by the actor in the circumstances of the case. Zanaine v. Gallagher, 497 A.2d 1332 (Pa. Super. 1985). Furthermore, "even when it is established that the defendant breached some duty of care owed the plaintiff, it is incumbent on a plaintiff to establish a causal connection between defendant's conduct, and it must be shown to have been the proximate cause of plaintiff's injury." Taylor v. Jackson, 643 A.2d 771, 775 (Pa. Commw. 1994).

"Proximate causation is defined as a wrongful act which was a substantial factor in bringing about the plaintiff's harm. Proximate cause does not exist where the causal chain of events resulting in [the] plaintiff's injury is so remote as to appear highly extraordinary that the conduct could have brought about the harm." Lux v. Gerald E. Ort Trucking, Inc., 887 A.2d 1281, 1286-87 (Pa. Super. Ct. 2005) (citations omitted). The

alleged wrongful act cannot be merely “one of the happenings in the series of events leading up to an injury.” Krishack, 145 A.3d at 765. Nor can the negligent act be so remote that it cannot be reasonably connected to the injury that occurred. Id. “[T]he court must determine whether the injury would have been foreseen by an ordinary person as the natural and probable outcome of the act complained of.” Lux, 887 A.2d at 1286-87; Venzel v. Valley Camp Coal Co., 156 A. 240, 242 (Pa. 1931) (“Liability for negligence depends on antecedent probability, not the mere possibility, of harmful results therefrom. The general test of liability is whether the injury could have been foreseen by an ordinary intelligent person as the natural and probable outcome of the act complained of...”).

Furthermore, “[w]hen an injury occurs through the concurrent negligence of two persons, and would not have occurred in the absence of either, the negligence is both the proximate cause of the accident and both are answerable.” Howard v. Bennett, 894 N.W.2d 391, 396 n. 3 (S.D. 2017) (citing Rumbolz v. Wipf, 145 N.W.2d 520, 522 (S.D. 1966)). Only highly extraordinary negligence of an intervening actor will relieve a tortfeasor from the consequences of his tortious act. Grainy v. Campbell, 425 A.2d 379 (Pa. 1981). In determining whether an intervening negligent act of a second actor will discharge a first actor’s liability for antecedent negligence, the Supreme Court has explained that “[t]he controlling rule of law in Pennsylvania on the extent of liability of a negligent actor, i.e., the law of proximate causation, where that question is presented in the light of an intervening act of negligence, is contained in the Restatement (Second) of Torts (1965).” Grainy, 425 A.2d at 381 (citing Estate of Flickinger v. Ritski, 305 A.2d. 40, 43 (Pa. 1973)). The Restatement (Second) of Torts § 447 states:

The fact that an intervening act of a third person is negligent in itself or is done in a negligent manner does not make it a superseding cause of harm to another which the actor’s negligent conduct is a substantial factor in bringing about, if

- (a) the actor at the time of his negligent conduct should have realized that a third person might so act, or
- (b) a reasonable man knowing the situation existing when the act of the third person was done would not regard it as highly extraordinary that the third person had so acted, or
- (c) the intervening act is a normal consequence of a situation created by the actor’s conduct and the manner in which it is done is not extraordinarily negligent.

In Grainy, a twelve-year old boy was struck by a truck when the boy was forced to walk in the roadway as a result of an excavation area obstructing his otherwise safe passageway along the berm. The excavation was created by a contractor hired by a natural gas company to replace a gas pipeline. The truck driver observed two boys approaching the excavation and he moved his truck partially over the center line. The first boy successfully proceeded around the excavation and the 12-year old followed him. As he was passing the boys, the truck driver then moved back into the lane and struck

the 12-year old boy who suffered severe injuries as a result of being thrown into the excavation. A jury returned a verdict in favor of the 12-year old against the truck driver, the truck driver's employer, the contractor and the gas company. The Superior Court affirmed the judgment against the truck driver but reversed the judgment against the contractor and gas company, concluding that the truck driver's intervening negligence discharged the liability of the contractor and the gas company as a matter of law. The Supreme Court reversed the Superior Court and reinstated the jury's verdict which had imposed liability on all parties.

The Supreme Court held that the Restatement (Second) of Torts § 447 is controlling on the issue of whether an intervening act of negligence relieves the first actor of liability.<sup>1</sup> Pursuant to §447, the liability of the first actor continues whenever at least one of three conditions is met: (a) the first actor "should have realized" that the second actor "might so act"; (b) a reasonable man would not regard the second actor's action as "highly extraordinary"; or (c) the second actor's conduct is a "normal consequence of the situation created" by the first actor and "not extraordinarily negligent." *Grainy*, 425 A.2d at 381.

Applying § 447 to the instant case, the first condition has been met. When Campbell crossed the road in his skid-steer and proceeded to drive westbound in the roadway on 467 on a blind corner, he should have realized that an accident could occur given that a vehicle traveling on 467 was likely to stop in order to avoid hitting the skid steer and then be struck by another vehicle that was approaching the stopped vehicle after traversing the blind curve in the road. (§447(a)).<sup>2</sup>

The second condition has also been met under the presented facts as a reasonable person could not regard Young's action in crashing into the back of Zingher's vehicle after he stopped to avoid Campbell's skid steer as "highly extraordinary" when Campbell blocked a highway with his skid steer on a blind corner.

Finally, the third condition has been met where Young's action of crashing into the back of Zingher's vehicle is a normal consequence of the situation created by Campbell

1 In making its decision, the Supreme Court overruled Kline v. Moyer, 191 A.2d 43 (1937). Kline held that if a second actor is aware of a potential danger brought about by the negligence of the original tortfeasor and commits an independent act of negligence, the first tortfeasor is relieved of liability because the condition created by him was merely a circumstance of the accident and not its proximate cause.

2 Zingher alleges that Young's sole negligence in this matter arises under the "assured clear distance" rule, which is codified in the Vehicle Code at 75 Pa.C.S. § 3361 and requires a motorist to be capable of stopping within the distance that he or she can clearly see. See Springer v. Luptowski, 635 A.2d 134 (Pa. 1993) (explaining that the assured clear distance ahead rule applies to motorists negotiating hill crests and curves and that a person may not enter blindly upon such topography, but must proceed slowly enough so as to avoid colliding with obstructions that may be on the roadway; where a violation of the assured clear distance rule has been clearly established by the evidence, the violation can be deemed negligence as a matter of law). A violation of the "assured clear distance" rule would establish that Young was negligent, but would not necessarily relieve Campbell of responsibility for his negligent conduct. As such, it is necessary to consider the applicability of § 447 to determine whether Campbell's liability continued or whether it was superseded by Young's superseding negligence.

driving his skid steer on the highway in proximity to a blind corner and causing Zingher to stop under circumstances where a following motorist might lack sufficient sight distance to react to the blocked roadway as the trailing motorist rounded the blind corner. Young's actions under these conditions were not extraordinarily negligent.<sup>3</sup>

Given that the record when accepted in a light most favorable to Young raises a material question of fact as to Campbell's negligence and whether Young's negligence was a superseding act that relieved Campbell of any liability, Campbell's motion for summary judgment will be denied.



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3 The Supreme Court in Grainy, in describing "extraordinary negligence," referred to the comment section in the Restatement (Second) of Torts § 447, which explains that extraordinary negligence:

...denote[s] the fact that men of ordinary experience and reasonable judgment, looking at the matter after the event and taking into account the prevalence of that "occasional negligence, which is one of the incidents of human life," would not regard it as extraordinary that the third person's intervening act should have been done in the negligent manner in which it was done. Since the third person's action is a product of the actor's negligent conduct, there is good reason for holding him responsible for its effects, even though it be done in a negligent manner, unless the nature or extent of the negligence is altogether unusual.

Id. §447 cmt. e.

## 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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#### EXECUTOR'S NOTICE

Estate of Mary E. Palmer, Deceased. Late of Great Bend, Susquehanna County, PA. D.O.D. 10/21/16. Letters of Administration 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 Robin R. Talbott, Administratrix, 122 S. Van Buren St., Rockville, MD 20850. Or to her Atty.: Jennifer M. Merx, Skarlatos Zonarich LLC, 17 S. 2nd St., 6th Fl., Harrisburg, PA 17101-2039.

3/23/2018 • 3/30/2018 • 4/6/2018

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#### EXECUTOR NOTICE

Estate of Sylvia Louise Secord  
Late of Bridgewater Township  
EXECUTOR  
Richard Shawn Secord

835 New York Avenue  
Hallstead, PA 18822  
ATTORNEY  
Michael Brieckle, Esquire  
4 Chestnut Street  
Montrose, PA 18801

3/16/2018 • 3/23/2018 • 3/30/2018

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#### NOTICE

IN THE ESTATE OF **DAVID L. BRAMAN**, late of the Township of Gibson, County of Susquehanna, Pennsylvania, Letters Testamentary having been granted to the undersigned, all persons indebted to said Estate are requested to make prompt payment and all having claims against said Estate will present them without delay to:

**Gary Braman, Executor**  
445 Fox Farm Road  
Windsor, NY 13865

OR

**Robert H. Sayers, Esq.**  
Attorney for the Estate  
811-813 Mulberry Street  
Scranton, PA 18510

3/16/2018 • 3/23/2018 • 3/30/2018

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#### ESTATE NOTICE

In the Estate of Richard P. Zrowka,  
late of Susquehanna County,  
Pennsylvania:



Letters Testamentary have been granted in the above captioned estate to Mark Zrowka. All persons indebted to said estate are to make prompt payment and all having claims against said estate will present them without delay to:

Michael Briechle, Esquire  
Briechle Law Offices, PC  
707 Main Street PO Box 157  
Forest City, PA 18421  
(570) 785-3232  
Attorney for the Estate

**3/16/2018 • 3/23/2018 • 3/30/2018**

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#### **ADMINISTRATRIX NOTICE**

Estate of Ronald E. Kocak  
Late of Choconut Township  
ADMINISTRATRIX  
Elena Groover  
294 Rafferty Road  
Montrose, PA 18844  
ADMINISTRATRIX  
Lisa A. Kocak  
c/o Zachary Morahan, Esq.  
Coughlin & Gerhart, LLP  
21-23 Public Ave.  
Montrose, PA 18801  
ATTORNEY  
Robert J. Hollister, Esq.  
Giangrieco Law, PC  
P.O. Box 126  
Montrose, PA 18801

**3/16/2018 • 3/23/2018 • 3/30/2018**

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#### **EXECUTOR NOTICE**

Estate of John E. Wulff AKA John Wulff  
Late of Lathrop Township

EXECUTOR  
Edward R. Wulff, Jr.  
17632 Dimock to Nicholson Rd.  
Nicholson, PA 18446  
ATTORNEY  
John R. Dean, Esq.  
72 Public Ave.  
Montrose, PA 18801

**3/9/2018 • 3/16/2018 • 3/23/2018**

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#### **ADMINISTRATRIX NOTICE**

Estate of Robert Klein  
Late of New Milford Township  
ADMINISTRATRIX  
Kelly-Jo A. Klein  
1509 Creek Road  
New Milford, PA 18834  
ATTORNEY  
Michael J. Giangrieco, Esq.  
Giangrieco Law, PC  
P.O. Box 126  
Montrose, PA 18801

**3/9/2018 • 3/16/2018 • 3/23/2018**

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#### **OTHER NOTICES**

#### **INCORPORATION NOTICE**

Notice is hereby given that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania, on February 26, 2018 with respect to a Pennsylvania corporation, Stone Bros. Automotive & Accessories, Inc., which has been incorporated under the Pennsylvania Business Corporation Law of 1988.

**3/23/2018**

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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  
APRIL 10, 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  
4-10-2018 9:00 AM**

Writ of Execution No.:

2017-1345 CP

PROPERTY ADDRESS: 149

Broad Avenue F/K/A 303 Broad  
Avenue

Susquehanna, Pa 18847

LOCATION: Borough of  
Susquehanna Depot

Tax ID #: 054.11-2,073.00,000.

IMPROVEMENTS: ONE - TWO  
STORY WOOD FRAMED  
DWELLING

ONE – 18 X 20 WOOD FRAMED  
GARAGE

DEFENDANTS: Pam Ervin, solely  
in her capacity as heir of Dorothy  
M. Spoonhower, Deceased, and  
any and all unknown heirs of  
Dorothy M. Spoonhower, Deceased

**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

**3/16/2018 • 3/23/2018 • 3/30/2018**

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**SHERIFF'S SALE  
MORTGAGE FORECLOSURE  
APRIL 10, 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**

**4-10-2018 9:30 AM**

Writ of Execution No.:

2017-1351 CP

PROPERTY ADDRESS: 315

Jackson Street

Thompson, Pa 18465

LOCATION: Borough of

Thompson

Tax ID #: 115.09-1,068.00,000.

IMPROVEMENTS: ONE - TWO

STORY WOOD FRAMED

DWELLING

ONE – 18 X 32 WOOD FRAMED

GARAGE

DEFENDANTS: The Unknown

Heirs, Executors, Administrators

and Devises of the Estate of

Patricia Ann Schneyer, Deceased

ATTORNEY FOR PLAINTIFF:

Jessica Manis, Esq

(215) 572-5025

**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

**3/16/2018 • 3/23/2018 • 3/30/2018**

**SHERIFF'S SALE  
MORTGAGE FORECLOSURE  
APRIL 10, 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**

**4-10-2018 10:30 AM**

Writ of Execution No.:

2017-1361 CP

PROPERTY ADDRESS: 70

Washington Street FKA 801

Washington Street

Susquehanna, Pa 18847

LOCATION: Borough of

Susquehanna Depot

Tax ID #: 054.14-2,064.00,000.

IMPROVEMENTS: ONE - TWO

STORY WOOD FRAMED

DWELLING

DEFENDANTS: Andrew I. Miller

ATTORNEY FOR PLAINTIFF:

Stephen Hladik, Esq

(215) 855-9521

**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

**3/16/2018 • 3/23/2018 • 3/30/2018**

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**SHERIFF'S SALE  
MORTGAGE FORECLOSURE  
APRIL 10, 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**

**4-10-2018 11:00 AM**

Writ of Execution No.:  
2017-1353 CP

PROPERTY ADDRESS: 4217 SR  
267

Meshoppen, Pa 18630

LOCATION: Auburn Township

Tax ID #: 214.00-1,024.01,000.

IMPROVEMENTS: ONE - TWO  
STORY WOOD FRAMED  
DWELLING

DEFENDANTS: Bucky E. Beaver  
and Christina I. Cook

ATTORNEY FOR PLAINTIFF:  
Jill Manuel-Coughlin, 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

**3/16/2018 • 3/23/2018 • 3/30/2018**

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**MORTGAGES AND DEEDS**

*RECORDED FROM MARCH 8, 2018 TO MARCH 14, 2018  
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

**MORTGAGES**

Information:	Consideration: \$55,788.93
Mortgagor: SINCO, PATRICIA A	Mortgagee: PSECU
2 - SINCO, HARRY J	
Locations: Parcel #	Municipality
1 - 248.00-1,020.01,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$232,000.00
Mortgagor: CALLAHAN, JOSEPH R	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - CALLAHAN, JULIE	2 - QUICKEN LOANS INC
Locations: Parcel #	Municipality
1 - 111.10-1,020.00,000.	NEW MILFORD TOWNSHIP
Information: OPEN-END MTG	Consideration: \$26,000.00
Mortgagor: CHERNOFF, ETHAN H	Mortgagee: CHICKEY, THOMAS J
Locations: Parcel #	Municipality
1 - N/A	FRANKLIN TOWNSHIP
Information:	Consideration: \$98,000.00
Mortgagor: CHRISMAN, HAL K	Mortgagee: RUIZ, MARY LOUISE
	2 - RUIZ, CHARLIE G
Locations: Parcel #	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$73,000.00
Mortgagor: ARNOLD, ELIZABETH M	Mortgagee: VISIONS FEDERAL CREDIT UNION
Locations: Parcel #	Municipality
1 - 161.00-1,018.00,000.	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$149,933.00
Mortgagor: DAMIANI, CHRISTOPHER J	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - DAMIANI, BREYNN S	2 - FINANCE OF AMERICA MORTGAGE LLC
Locations: Parcel #	Municipality
1 - 261.00-1,009.00,000.	LENOX TOWNSHIP
Information:	Consideration: \$80,000.00
Mortgagor: ALLEN, BRENDA LEE	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - STEARNS LENDING LLC
Locations: Parcel #	Municipality
1 - 157.00-1,057.00,000.	RUSH TOWNSHIP
Information:	Consideration: \$88,065.00
Mortgagor: LONGCOY, CAROL	Mortgagee: WAYNE BANK
Locations: Parcel #	Municipality
1 - 268.11-1,001.00,000.	FOREST CITY
Information: AMENDMENT TO MTG 201601122	Consideration: \$0.00
Mortgagor: WELLS FARGO STRATEGIC CAPITAL INC (FKA)	Mortgagee: ABARTA OIL & GAS CO LLC (FKA)
2 - WELLS FARGO ENERGY CAPITAL INC	2 - ABARTA OIL & GAS CO INC
3 - BELKNAP, DOROTHY J (TRUST)	
4 - RUSSELL, LANNY	
5 - SWACKHAMMER, REBECCA	
6 - SORBER, JOHN H	
7 - LINDBERG, PATRICIA	

8 - ALDERSON, VERNE  
 9 - FRATICK, THOMAS P  
 10 - WARNER, CHARLES E  
 11 - VANECK, STEPHEN  
 12 - PARK, JAMES D  
 13 - PEARCE, CHARLES R  
 14 - WIEDER, MICHAEL  
 15 - HESTON, GARY W  
 16 - MARTIN, JOHN W  
 17 - NAIBERK, JOSEPH  
 18 - PURTELL, CHERYL  
 19 - ELLIS, DONALD R  
 20 - PHILLIPS, TERRY  
 21 - FERRILL, MITCHELL G  
 22 - HOULIHAN, SUSAN E  
 23 - CHASE, ALAN W  
 No Municipality Information

Information:	Consideration: \$65,000.00
Mortgagor: BLAISURE, SHAWN	Mortgagee: BURKE, GERALD 2 - BURKE, GAIL
Locations: Parcel # 1 - N/A	Municipality DIMOCK TOWNSHIP
Information:	Consideration: \$76,000.00
Mortgagor: MOWBRAY, BRUCE JR	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - LIVE WELL FINANCIAL INC
Locations: Parcel # 1 - 236.00-1,082.00,000.	Municipality SPRINGVILLE TOWNSHIP
Information:	Consideration: \$130,000.00
Mortgagor: JOHNSON, DEREK C 2 - JOHNSON, LINDSEY M	Mortgagee: SERSHEN, JOHN
Locations: Parcel # 1 - 214.00-1,049.00,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$450,000,000.00
Mortgagor: NEW ENTERPRISE STONE & LIME CO INC	Mortgagee: WELLS FARGO BANK
Locations: Parcel # 1 - 245.00-2,081.00,000. 2 - 245.00-2,080.00,000. 3 - 245.00-2,066.00,000. 4 - 245.00-2,083.00,000. 5 - 245.00-2,076.00,000. 6 - 245.00-2,024.00,000.	Municipality CLIFFORD TOWNSHIP CLIFFORD TOWNSHIP CLIFFORD TOWNSHIP CLIFFORD TOWNSHIP CLIFFORD TOWNSHIP CLIFFORD TOWNSHIP
Information:	Consideration: \$202,674.00
Mortgagor: BARNIKOW, ROBERT 2 - BARNIKOW, DENISE	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - QUICKEN LOANS INC
Locations: Parcel # 1 - 122.00-2,024.00,000.	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$440,000.00
Mortgagor: JBAR REALTY INC	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 218.00-2,061.00,000.	Municipality SPRINGVILLE TOWNSHIP

**DEEDS**

Information:	Consideration: \$200,000.00
Grantor: SALVANTO, STEVEN M	Grantee: SALVANTO, JOHN JR
2 - RESTAINO, ELIZABETH ANN	
Locations: Parcel #	Municipality
1 - 040.00-1,044.00,000.	APOLACON TOWNSHIP
Information:	Consideration: \$15,000.00
Grantor: ADAMS, MICHAEL	Grantee: CHERNOFF, ETHAN
Locations: Parcel #	Municipality
1 - N/A	FRANKLIN TOWNSHIP
Information:	Consideration: \$148,000.00
Grantor: RUIZ, MARY LOUISE	Grantee: CRISMAN, HAL K
2 - RUIZ, CHARLIE G	
Locations: Parcel #	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$1.00
Grantor: AYLWARD, MAUREEN G (ESTATE AKA)	Grantee: MALLON, LAURA JEAN
2 - AYLWARD, MARY G (ESTATE)	
3 - MALLON, LAURA JEAN	
Locations: Parcel #	Municipality
1 - 127.19-1,002.00,000.	NEW MILFORD TOWNSHIP
Information:	Consideration: \$45,142.35
Grantor: DESANTIS, LYNDA	Grantee: TROIANO, LANCE
Locations: Parcel #	Municipality
1 - 188.00-1,008.01,000.	GIBSON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: ARNOLD, ELIZABETH M	Grantee: ARNOLD, ELIZABETH M
Locations: Parcel #	Municipality
1 - 161.00-1,018.00,000.	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$152,700.00
Grantor: STALKER, RYAN D	Grantee: DAMIANI, CHRISTOPHER J
2 - STALKER, REBECCA K	2 - DAMIANI, BREYNNE S
Locations: Parcel #	Municipality
1 - 261.00-1,009.00,000.	LENOX TOWNSHIP
Information:	Consideration: \$100,000.00
Grantor: ALLEN FAMILY AT TWIN CREEKS (TRUST)	Grantee: ALLEN, BRENDA LEE
Locations: Parcel #	Municipality
1 - N/A	RUSH TOWNSHIP
Information:	Consideration: \$110,000.00
Grantor: TIERNEY, EDWARD M SR (ESTATE)	Grantee: BENACQUISTO, CHRISTY ANN
Locations: Parcel #	Municipality
1 - N/A	GREAT BEND TOWNSHIP
Information:	Consideration: \$162,500.00
Grantor: FORRER, GEORGE JR	Grantee: OFALT, JAMES R
2 - LISTA, FRANK A (ESTATE AKA)	2 - OFALT, SARAH D
3 - LISTA, FRANCIS A (ESTATE)	
Locations: Parcel #	Municipality
1 - N/A	GIBSON TOWNSHIP
Information:	Consideration: \$92,783.00
Grantor: KOSCIOW, WILLIAM (ESTATE)	Grantee: LONGCOY, CAROL
Locations: Parcel #	Municipality
1 - 268.11-1,001.00,000.	FOREST CITY

Information:	Consideration: \$120,000.00
Grantor: WENZEL, GERALD C	Grantee: VALENTINE, CARA S
Locations: Parcel #	Municipality
1 - 032.00-1,054.00,000.	GREAT BEND TOWNSHIP
Information: QUITCLAIM	Consideration: \$10.00
Grantor: FRANCK, SUSAN	Grantee: FRANCK, SUSAN C (TRUST)
Locations: Parcel #	Municipality
1 - 110.00-2,054.00,000.	NEW MILFORD TOWNSHIP
Information: QUITCLAIM	Consideration: \$10.00
Grantor: FRANCK, SUSAN	Grantee: FRANCK, SUSAN C (TRUST)
Locations: Parcel #	Municipality
1 - 047.00-1,009.00,000.	LIBERTY TOWNSHIP
Information:	Consideration: \$11,639.08
Grantor: ODELL, RACHAEL (BY SHERIFF)	Grantee: FEDERAL NATIONAL MORTGAGE ASSOCIATION
Locations: Parcel #	Municipality
1 - 114.12-1,004.00,000.	THOMPSON BOROUGH
Information:	Consideration: \$95,000.00
Grantor: BURKE, GERALD E	Grantee: DONNORA, ANTHONY C
2 - BURKE, GAIL M	
Locations: Parcel #	Municipality
1 - N/A	AUBURN TOWNSHIP
Information:	Consideration: \$65,000.00
Grantor: BURKE, GERALD	Grantee: BLAISURE, SHAWN
2 - BURKE, GAIL	
Locations: Parcel #	Municipality
1 - N/A	DIMOCK TOWNSHIP
Information: INT NO (S) 47 UNIT NO (S) 26	Consideration: \$100.00
Grantor: GAMBUCCI, GERTRUDE	Grantee: BREMER HOF OWNERS INC
2 - GANGEMI, ANTHONY J JR	2 - GANGEMI, ANTHONY J JR
	3 - GANGEMI, KAREN
Locations: Parcel #	Municipality
1 - N/A	HERRICK TOWNSHIP
Information: INT NO (S) 08 UNIT NO (S) 43 ODD	Consideration: \$100.00
Grantor: GARRETT, MARIAN	Grantee: BREMER HOF OWNERS INC
Locations: Parcel #	Municipality
1 - N/A	HERRICK TOWNSHIP
Information:	Consideration: \$15,000.00
Grantor: ALICE C FITZGERALD LIMITED PARTNERSHIP	Grantee: SNYDER, CHARLES H JR
Locations: Parcel #	Municipality
1 - 054.11-4,054.00,000.	SUSQUEHANNA
Information:	Consideration: \$1.00
Grantor: KOMAR, JOHN M	Grantee: KOMAR, JOHN M
2 - KOMAR, BETH A	2 - KOMAR, BETH A
Locations: Parcel #	Municipality
1 - 265.00-1,019.00,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: KOMAR, JOHN	Grantee: KOMAR, JOHN
2 - KOMAR, BETH A	2 - KOMAR, BETH A
Locations: Parcel #	Municipality
1 - 187.00-2,037.00,000.	GIBSON TOWNSHIP



Information:	Consideration: \$1.00
Grantor: HARDIC, LAWRENCE	Grantee: HARDIC, LAWRENCE
2 - HARDIC, MICHELE	2 - HARDIC, MICHELE
3 - HARDIC, DONALD	
4 - HARDIC, MARIE	
Locations: Parcel #	Municipality
1 - N/A	RUSH TOWNSHIP
Information:	Consideration: \$4.00
Grantor: FRANTZ, JACQUELINE (NKA)	Grantee: KILMER, JACQUELINE
2 - KILMER, JACQUELINE	
3 - FRANTZ, KARCH (NKA)	
4 - KILMER, KARCH	
Locations: Parcel #	Municipality
1 - 187.00-2,040.00,000.	GIBSON TOWNSHIP
Information:	Consideration: \$140,000.00
Grantor: SERSHEN, JOHN	Grantee: JOHNSON, DEREK C
2 - SERSHEN, HELEN MARIE	2 - JOHNSON, LINDSEY M
Locations: Parcel #	Municipality
1 - 214.00-1,049.00,000.	AUBURN TOWNSHIP
Information:	Consideration: \$2,500.00
Grantor: FITZGERALD, STEVEN (BY ATTY)	Grantee: VINSKO, DANIEL F
Locations: Parcel #	Municipality
1 - 054.15-2,045.00,000.	SUSQUEHANNA
Information:	Consideration: \$1.00
Grantor: BARTKUS, MICHAEL J	Grantee: BARTKUS, MICHAEL J
2 - BARTKUS, KELLY L	2 - BARTKUS, KELLY L
Locations: Parcel #	Municipality
1 - 107.03-1,006.00,000.	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$1.00
Grantor: DEGIRONIMO, PHYLLIS (ESTATE)	Grantee: DEGIRONIMO, ENRICO
2 - DEGIRONIMO, ENRICO	2 - SWEENEY, JEAN
3 - SWEENEY, JEAN	3 - DEGIRONIMO, FRANK
4 - DEGIRONIMO, FRANK	4 - DEGIRONIMO, JOSEPH
5 - DEGIRONIMO, JOSEPH	
6 - SWEENEY, THOMAS	
Locations: Parcel #	Municipality
1 - 116.00-1,001.00,000.	THOMPSON TOWNSHIP
Information:	Consideration: \$1,340.44
Grantor: WOLF, BONNIE (BY SHERIFF)	Grantee: QUICKEN LOANS INC
Locations: Parcel #	Municipality
1 - 054.11-2,018.00,000.	SUSQUEHANNA
Information:	Consideration: \$124,000.00
Grantor: BACCILE, CARLO G	Grantee: KAVETSKI, TERENCE F
	2 - KAVETSKI, MELANIE S
Locations: Parcel #	Municipality
1 - N/A	GIBSON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: CAREY, ALLYN B	Grantee: CAREY, ALLYN B
2 - CAREY, WENDY M	2 - CAREY, BETTY W
3 - CAREY, BETTY W	
Locations: Parcel #	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP

Information:

Grantor: CAREY, ALLYN B  
2 - CAREY, WENDY M  
3 - CAREY, BETTY W

Locations: Parcel #

1 - N/A

Information:

Grantor: COLWELL, LYNN RONALD (ESTATE AKA)  
2 - COLWELL, LYNN R (ESTATE)

Locations: Parcel #

1 - 068.00-1,027.00,000.

Consideration: \$1.00

Grantee: CAREY, ALLYN B  
2 - CAREY, WENDY M  
3 - CAREY, BETTY W

Municipality

BRIDGEWATER TOWNSHIP

Consideration: \$1.00

Grantee: COLWELL, ARNOLD JAMES  
2 - COLWELL, JANE M

Municipality

LIBERTY TOWNSHIP



**SUSQUEHANNA COUNTY BAR ASSOCIATION**

# Susquehanna County LEGAL JOURNAL

3305 Lake Ariel Highway, Suite 3  
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Phone: 570-251-1512  
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