

OFFICIAL
LEGAL JOURNAL
OF SUSQUEHANNA COUNTY, PA

34th Judicial District

Vol. 1 ★ April 29, 2016 ★ Montrose, PA ★ No. 4



IN THIS ISSUE

COURT OPINION	4
LEGAL NOTICES	8
SHERIFF’S SALES.....	11
VERDICTS	14
MORTGAGES & DEEDS.....	15

CASES REPORTED

Shelly Stanton, Plaintiff
v.
JM Renovations, LLC and Center Street Rentals, LLC, Defendants

© 2016 Legal Journal of Susquehanna County



**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

Michael Briechle, Esq., Editor
mike@briechlelaw.com

Publisher:
Bailey Design and Advertising
3305 Lake Ariel Highway, Suite 3
Honesdale, PA 18431

P: 570-251-1512
F: 570-647-0086

susqco.com

Submit advertisements to
baileyd@ptd.net

OFFICERS

President

Raymond C. Davis, Esq.

Vice-President

Michael Briechle, Esq.

Secretary

Marion O'Malley, Esq.

Treasurer

Zachary D. Morahan, Esq.

Court Administrator

Cathy Hawley

Cover illustration by Kathleen Howell, an award-winning Pennsylvania artist. Her renderings of the "Pennsylvania County Courthouse Series" are on display at the Pennsylvania Judicial Center in Harrisburg, Pennsylvania.

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

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

Notice Pricing

One time Insertions

Incorporation Notices	\$45
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

Judge of the Court of Common Pleas

Jason J. Legg, *President Judge*

Kenneth W. Seamans, *Senior Judge*

Magisterial District Judges

Jeffrey Hollister

Jodi L. Cordner, Esq.

Suzanne Brainard

Court Administrator

Cathy Hawley

Sheriff

Lance Benedict

District Attorney

Robert Klein, Esq.

Prothonotary, Clerk of The Court

Susan F. Eddleston

Chief Public Defender

Linda LaBarbara, Esq.

Commissioners

Alan M. Hall

Elizabeth M. Arnold

MaryAnn Warren

Treasurer

Jason D. Miller

Register of Wills/Recorder of Deeds/

Clerk of The Orphan's Court

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

SHELLY STANTON	:	IN THE COURT OF
	:	COMMON PLEAS OF
Plaintiff	:	SUSQUEHANNA
	:	COUNTY, PA
v.	:	
	:	
JM RENOVATIONS, LLC AND	:	No. 2012 – 775 CP
CENTER STREET RENTALS,	:	
LLC	:	
Defendants	:	

OPINION**I. FINDINGS OF FACTS**

1. Gerald Mensel (hereinafter referred to as “Mensel”) owned a 40 plus-acre parcel of rural property in Lenox Township, Pennsylvania (hereinafter referred to as “the Property”).
2. On September 9, 2008 Mensel executed a Consent of Landowner (hereinafter referred to as “the Consent”) to Shelly Stanton (hereinafter referred to as “Stanton”). The Consent was recorded in the Susquehanna County Recorder’s Office on September 22, 2008 to Instrument number 200814606. Stanton was identified as the mining operator. (Plf. Ex. 4.)
3. The Consent provided: “The Mining Operator has the right to enter upon and use the land for purposes of conducting surface mining activities.” (Plf. Ex. 5.)
4. The Consent granted Stanton (and the Commonwealth): “the right to enter upon the aforesaid land before beginning the mining activity(ies), and for a period of five (5) years after termination, completion, or abandonment of the mining activity(ies) for the purpose of inspecting, studying, backfilling, planting, and reclaiming the land and abating pollution...” (Plf. Ex. 4.)
5. The Consent had another provision that provides: “This consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.” (Plf. Ex. 4.)
6. The Consent was signed under the following acknowledgment: “In witness whereof and intending to legally bind (myself)(ourselves), (my)(our) heirs, successors, and assigns, (I)(we) have hereunto set (my)(our) hand(s) and seal...” (Plf. Ex. 4.)
7. On March 5, 2009, approximately 6 months after execution of the Consent, Mensel and Stanton entered into a quarry lease which granted Stanton the right to conduct quarrying activities on the Property. (Plf. Ex. 5.)

8. Unlike the Consent, there is no indication that the quarry lease is binding upon the heirs, executors, administrators, successors, transferees, or assigns of either party. (Plf. Ex. 5.)
9. The quarry lease indicated that it was valid for a term equivalent to “the same time allowed on the executed contractual consent of landowner form dated September 9, 2008 and recorded in Susquehanna County Recorder of Deeds Instrument No. 200814606.” (Plf. Ex. 5.)
10. The Consent does not provide for any specific duration of time except to the extent that it allows for reentry “for a period of five (5) years after the termination, completion or abandonment of mining activities,” and said reentry period is limited to reclamation purposes. (Plf. Ex. 4.)
11. On June 18, 2009, Stanton received a permit from the Department of Environmental Protection to quarry the Property. (Plf. Ex. 8.)
12. Stanton actively quarried the Property in the spring and summer of 2009, but has not engaged in any quarry/mining activities since August 2009. (Plf. Ex. 6.)
13. After August 2009, Stanton did not mine the quarry as a result of a dispute with Mensel which Stanton explained as Mensel having “a personal problem.” (N.T., Jan. 19, 2016, at 81-83.)
14. Stanton admitted that he was not interested in mining the Property if Mensel was involved with the Property. (N.T., Jan. 19, 2016, at 81.)
15. John Tosi¹ inspected the Property on three occasions: February 2011, March 2011, and May 2011. During the inspections, Tosi found the Property to contain no quarry equipment, workers, or active quarry activities, but he did notice some stone pallets on the Property which appeared to have been there for some time. (N.T., Jan 19, 2016, Stipulated Facts at 9.)
16. John Tosi admitted to having actual knowledge of both the Consent and quarry lease prior to purchasing the Property. (N.T. Jan. 19, 2016 at 67-68. 73.)
17. Prior to purchasing the Property, John Tosi spoke on the telephone with Stanton regarding the quarry lease and learned that Stanton was not mining the quarry as a result of a dispute with Mensel and that Stanton was not interested in mining the quarry if Mensel was involved with the Property. (N.T., Jan. 19, 2016, at 64, 81-82.)
18. On May, 23, 2011, JM Renovations, LLC (hereinafter referred to as “JM”), purchased the Property from Mensel. (Plf. Ex. 2.)
19. On March 29, 2012, after purchasing the Property, JM provided Stanton with notice that there was no valid lease between the parties, and that Stanton was not allowed on the Property. (Plf. Ex. 9.)

¹ John Tosi was the sole member of JM, and is now the sole member of Center Street Rentals, LLC. (Plf. Ex. 3.)

II. DISCUSSION²

1. Quarry Lease & Consent of Landowner

JM had constructive notice of the Consent. *See* 21 P.S. § 357 (“The legal effect of the recording of such agreements shall be to give constructive notice to subsequent purchasers...”); Chesapeake Appalachia, LLC v. Golden, 35 A.3d 1277 (Pa. Cmwlth. Ct. 2012)(recognizing that the recording act applies to mineral leases). JM also had actual notice of both the Consent and the quarry lease. *See* Hicks v. American Natural Gas Co., 57 A. 55 (Pa. 1904)(finding a subsequent purchaser bound by an unrecorded agreement based on actual notice); Sabbeth v. Tax Claim Bureau of Fulton Cty., 714 A.2d 514, 517 (Pa. Cmwlth. Ct. 1998)(describing what constitutes actual notice). Thus, the first question is whether the quarry lease bound JM as the subsequent purchaser of the Property.³

A lease is governed by contract law. *See* T.W. Phillips Gas & Oil Co. v. Jedlicka, 42 A.3d 261, 267 (Pa. 2012); Willison v. Consolidation Coal Co., 637 A.2d 979, 982 (Pa. 1994)(citing Amoco Oil Co. v. Snyder, 478 A.2d 795, 798 (Pa. 1984)); Hutchison v. Sunbeam Coal Corp., 519 A.2d 35, 389-90 (Pa. 1986). The interpretation of the quarry lease rests with the court. *See* Standard Venetian Blind Co. v. Am. Empire Ins. Co., 469 A.2d 563, 566 (Pa. 1983).

A contract is to be construed with the terms of the agreement as manifestly expressed, and meaning is determined by content alone when the terms of the written agreement are clear and unambiguous. *See* Willison v. Consolidated Coal Co., 637 A.2d 979, 982 (Pa. 1994); Hutchison, 519 A.2d at 390. When the terms of the lease are manifestly expressed, the Court will apply only the accepted and plain meaning of the contractual language and will not look to the silent intent of the contracting parties. *See* Heasley v. KSM Energy, Inc., 52 A.3d 341, 345 (Pa. Super. Ct. 2012). While the intention of the parties is a paramount consideration in the interpretation of any contract, that intent is to be ascertained from the document itself when the terms are clear and unambiguous. *See* Hutchison, 519 A.2d at 389-90 (citing Robert F. Felt, Inc. v. White, 302 A.2d 347, 351 (Pa. 1973)). If the terms are ambiguous or confusing, the Court may take into consideration of the surrounding circumstances, the situation of the parties and the nature of the subject matter of the agreement. *See* Hutchison, 519 A.2d at 389-90; Major v. Flock Brewing Co., 2 Pa. D. & C.2d 496, 499-500 (Pa. Commw. Ct. 1955).

The quarry lease does not contain any language that would suggest that it would bind any subsequent purchaser of the Property. Moreover, there is no indication as to whether Stanton could assign the quarry lease. Rather, the quarry lease only provides reference to Mensel and Stanton. In this regard, the quarry lease has no ambiguity –

2 The Declaratory Judgment Act provides the Court with jurisdiction to construe a contract to resolve a contractual dispute between two parties. 42 Pa. C.S. § 7534.

3 The Court recognizes that JM is no longer the owner of the real property, but that Center Street Rentals, LLC purchased the real property from JM. Given that both JM and Center Street Rentals are owned, operated and controlled by John Tosi, the notice analysis applies equally to both parties.

there is no language whatsoever that would make the quarry lease binding on the heirs, successors, or assigns of either party.

When the contract references the duties of Mensel, it provides: (1) “*He will allow entry upon lands owned by him. . .;*” and (2) “*He will allow the quarrying and removal of agreed upon stone. . .*” (Plf. Ex. 5 (emphasis added).) As to the royalty to be paid, the quarry lease indicated that it would be set forth in writing at a rate agreed upon by “both the party of the first part and the party of the second part.” (Id.) There is nothing within the contractual agreement to suggest that it binds any persons except Stanton and Mensel.

The quarry lease is particular clear on this particular issue when it provided that Mensel would “allow entry upon lands owned by him.” (Id.) If the quarry lease was intended to be binding upon any subsequent purchasers, the quarry lease would have included language indicating relating to Mensel’s heirs, assigns, and successors. No such language appears in the quarry lease which demonstrates that it was intended as a personal contract between the parties not binding upon any subsequent purchaser.

The Superior Court considered a similar lease provision in Hobaugh v. Philadelphia Company, 67 Pa. Super. 407 (1917). In that case, George Hobaugh entered into a contractual lease with a gas company that included the following provision:

And the party of the second part hereby agrees that when and so long as gas is being produced from the wells on said land, or is being conducted over the same in pipe lines laid down under this agreement, the party of the first part [Hobaugh] may have therefrom gas sufficient for fuel at the two principal dwelling houses on said land by laying his own pipes to conduct the same from the well or pipeline.

Id. at 410. Thereafter, George Hobaugh died and left his property to his children. The children then sold the property to third parties. The gas company later refused to provide gas to George Hobaugh’s successors in title, and they sued the gas company to enforce the provision relating to the provision of gas to the residential properties.

Upon reviewing the contractual agreement, the Superior Court noted that there was no language within the agreement that suggested George Hobaugh’s successors would be entitled to free gas for the residences. In making this conclusion, the Superior Court opined: “The grant lacks words essential to create an exception as to the gas and right thereto is not attached to the land acquired by the plaintiff. It was a personal covenant or at most a reservation without words of inheritance and the plaintiff never acquired an interest therein.” Id. at 411. The Court found that the language was clear and unambiguous. Id. In essence, the Court viewed the gas agreement as a personal covenant that terminated upon the death of George Hobaugh. Id.; Cf. Treasure Lake Prop. Owners Ass’n, Inc. v. Meyer, 832 A.2d 477, 482 (Pa. Super. 2002) (“A personal covenant binds only the person who made the covenant, and not future successors in title.”).

The Court Opinion will be continued in the next issue.

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.

EXECUTOR NOTICE

Estate of Alfred Lueck
Late of Auburn Township
EXECUTOR

Jeffrey Wright
420 Diamond Road
Jackson, NJ 08527
ATTORNEY

Zachary D. Morahan
181 Maple Street
Montrose, PA 18801

4/29/2016 • 5/6/2016 • 5/13/2016

EXECUTOR NOTICE

Estate of Helen E. Stevens AKA
Helen Eudora Stevens
Late of Auburn Township,
Susquehanna Cty, PA
EXECUTOR

Donald L. Stevens
3704 Harrogate Dr.
Valrico, FL 33596
ATTORNEY
John R. Dean, Esq.

72 Public Ave.
Montrose, PA 18801

4/29/2016 • 5/6/2016 • 5/13/2016

EXECUTRIX NOTICE

Estate of Arletta Sechrist
Late of Forest Lake Township
EXECUTRIX
Cheryl McCollum
20022 SR 267
Montrose, PA 18801
ATTORNEY
Michael J. Giangrieco, Esq.
P.O. Box 126
Montrose, PA 18801

4/29/2016 • 5/6/2016 • 5/13/2016

EXECUTOR NOTICE

Estate of Frances R. Ely
Late of Bridgewater Township
EXECUTOR
Gerald E. Ely
369 Loomis Road
Montrose, PA 18801

4/22/2016 • 4/29/2016 • 5/6/2016

ESTATE NOTICE

Estate of GERALD C.
HOLBROOK, late of Great Bend,
Susquehanna County, Pennsylvania.
Letters of Testamentary in the
above named estate having been
granted to the undersigned, all
persons indebted to the estate are

requested to make immediate payment, and those having claims are directed to present the same without delay to the undersigned or his attorney within four (4) months from the date hereof and to file with the Clerk of the Court of Common Pleas of Monroe County, Orphan's Court Division, a particular statement of claim, duly verified by an affidavit setting forth an address within the county where notice may be given to claimant.

Julie M. Maginley, Executrix
2 Church St, Apt. #2
Deposit, NY 13754

MICHELLE F. FARLEY, ESQ.
FISHER & FISHER LAW
OFFICES, LLC
P.O. Box 222, Cresco, PA 18326

4/22/2016 • 4/29/2016 • 5/6/2016

ADMINISTRATOR NOTICE

Estate of Myrna E. Lamb
Late of Thompson Township
ADMINISTRATRIX
Erma Lee
18553 SR 171
Susquehanna, PA 18847
ADMINISTRATOR
Lewis M. Lamb
9 Whiting Way
Conklin, NY 13748
ATTORNEY
Myron B. DeWitt
1220 Main Street, P.O. Box 244
Susquehanna, PA 18847

4/22/2016 • 4/29/2016 • 5/6/2016

EXECUTOR NOTICE

Estate of Karen M. DeWitt
Late of Lanesboro Borough
EXECUTOR
Myron B. DeWitt
P.O. Box 244
Susquehanna, PA 18847
ATTORNEY
Myron B. DeWitt
1220 Main Street, P.O. Box 244
Susquehanna, PA 18847

4/22/2016 • 4/29/2016 • 5/6/2016

EXECUTRIX NOTICE

Estate of Boyd C. Manzer
Late of Gibson Township
EXECUTRIX
Sarah Manzer
10034 State Route 92
South Gibson, PA 18842
ATTORNEY
Michael J. Giangrieco, Esquire
P.O. Box 126
Montrose, PA 18801

4/15/2016 • 4/22/2016 • 4/29/2016

NOTICE

In the Estate of Maureen G.
Aylward a/k/a Mary G. Aylward,
late of the Township of New
Milford, Susquehanna County,
Pennsylvania,

Letters of Administration, c.t.a., in
the above estate 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:

Laura Jean Mallon
1105 Park Avenue
Apartment 11D
New York, NY 10128

or

Attorney for the Estate
Marion O'Malley, Esquire
4 Chestnut Street
Montrose, PA 18801

4/15/2016 • 4/22/2016 • 4/29/2016

EXECUTOR NOTICE

Estate of Carl A. Lawrenson
Late of Lanesboro Borough
EXECUTOR

Stephen N. Lawrenson
54 Riverside Drive
Susquehanna, PA 18847

EXECUTRIX
Elizabeth Jane Mazikewich
50 Brush St.
Susquehanna, PA 18847

4/15/2016 • 4/22/2016 • 4/29/2016

NOTICE

In the Estate of Cecilia T.
D'Angelo, late of the Township of
Forest Lake, Susquehanna County,
Pennsylvania,

Letters Testamentary in the above
estate having been granted to the
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:

Kimberly A. Glazier
2013 McDonald Avenue #4
Richmond, CA 94801

or

Attorney for the Estate
Marion O'Malley, Esquire
4 Chestnut Street
Montrose, PA 18801

4/15/2016 • 4/22/2016 • 4/29/2016

ESTATE NOTICE

**ESTATE OF PAUL P.
ANZALONE, AKA PAUL**

ANZALONE, Deceased, late of
the Township of Auburn,
Susquehanna County,
Pennsylvania; died January 6,
2016. Notice is hereby given that
Letters Testamentary on the above
Estate have been granted to
William Falzone, of Meshoppen,
Pennsylvania, Executor. All
persons indebted to said Estate are
required to make payment and
those having claims to present the
same without delay to the Executor
named herein or to Timothy P.
Polishan, Esquire, Kelley, Polishan
& Solfanelli, LLC, 259 South
Keyser Avenue, Old Forge,
Pennsylvania 18518.

Person Placing Notice:
Kelley, Polishan & Solfanelli, LLC
Timothy P. Polishan, Esquire
259 South Keyser Avenue
Old Forge, PA 18518

4/15/2016 • 4/22/2016 • 4/29/2016

**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
MAY 10, 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:

5-10-2016 9:00 AM

Writ of Execution No.: 2016-125
CP

PROPERTY ADDRESS: RR 1 Box
1249 N/K/A 1429 Helens Road
Union Dale, Pa 18470

LOCATION: Gibson Township
Tax ID #: 189.00-1,053.00,000.

IMPROVEMENTS: One – One
and One Half Story Wood Frame
Dwelling

DEFENDANTS: Carol Davis a/k/a
Carol A. Davis and Scott Davis
a/k/a Scott M. Davis

ATTORNEY FOR PLAINTIFF:
Margaret Gairo, Esq
(215)790-1010

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

4/15/2016 • 4/22/2016 • 4/29/2016

**SHERIFF'S SALE
MORTGAGE FORECLOSURE
MAY 10, 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:

5-10-2016 10:00 AM

Writ of Execution No.: 2016-178
CP

PROPERTY ADDRESS: 3986

State Route 547

Harford, Pa 18823

LOCATION: Township of Harford

Tax ID #: 167.09-1,022.00,000.

IMPROVEMENTS: ONE – One
and One Half Story Commercial
Building

DEFENDANTS: Bronson Pinchot

and the United States of America

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:

www.susquehannasheriff.com/sheriffsales.html

Lance M. Benedict,
Susquehanna County Sheriff

4/15/2016 • 4/22/2016 • 4/29/2016

SHERIFF'S SALE MORTGAGE FORECLOSURE MAY 10, 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:

5-10-2016 10:30 AM

Writ of Execution No.: 2016-161
CP

PROPERTY ADDRESS: 114

Reynolds Road

Acre Lake, Kingsley, Pa 18826

LOCATION: Lenox Township

Tax ID #: 205.03-1,017.00,000.

IMPROVEMENTS: One – One
Manufactured Home

ONE – ONE AND ONE HALF

WOOD FRAMED DWELLING

ONE – 18 X 24 WOOD FRAMED
GARAGE

ONE – 8 X 12 WOOD FRAMED
SHED

DEFENDANTS: Bryan Carey, Jodi

Lynn Carey, Mararet A. Dixon and

Richard C. Dixon

ATTORNEY FOR PLAINTIFF:

Bradley Osborne, Esq (215)886-
8790

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

Lance M. Benedict,
Susquehanna County Sheriff

4/15/2016 • 4/22/2016 • 4/29/2016

SHERIFF'S SALE MORTGAGE FORECLOSURE MAY 10, 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:

5-10-2016 11:00 AM

Writ of Execution No.: 2016-192
CP
PROPERTY ADDRESS: RR 1 Box
90 a/k/a 4387 Forest Street
Kingsley, Pa 18826
LOCATION: Lenox Township
Tax ID #: 205.03-1,040.00,000.

IMPROVEMENTS: ONE - 40 X
26 ONE STORY DETACH
DWELLING
ONE - 10 X 18 DECK
ONE - 16 X 32 IN-GROUND
SWIMMING POOL
DEFENDANTS: Leslie A.
Gustafson, Roy A. Gustafson and
Claire H. Gustafson
ATTORNEY FOR PLAINTIFF:
Matthew Fissel, Esq (215)627-
1322

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

Lance M. Benedict,
Susquehanna County Sheriff

4/15/2016 • 4/22/2016 • 4/29/2016

**SHERIFF'S SALE
MORTGAGE FORECLOSURE
MAY 24, 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:

5-24-2016 10:30 AM

Writ of Execution No.: 2016-213
CP

PROPERTY ADDRESS: 802

Delaware Street

Forest City, Pa 18421

LOCATION: Forest City Borough

Tax ID #: 268.07-2,050.00,000.

IMPROVEMENTS: ONE - 2

STORY WOOD FRAMED

DWELLING

ONE - 12 X 24 WOOD FRAMED

GARAGE

DEFENDANTS: Tatiana Corbo

a/k/a Tatiana Garren a/k/a Tatiana
Vogrin

ATTORNEY FOR PLAINTIFF:

Rebecca Solarz, Esq (215)627-1322

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

Lance M. Benedict,
Susquehanna County Sheriff

4/29/2016 • 5/6/2016 • 5/13/2016

VERDICTS

Docket # 2009-1715 CP - Wrongful Death

Sandra Darde, Administratrix of the Estate of Francisco Pease, Plaintiff v.
Christopher Lee Magalong, Phillip Petersen and Michelle Petersen, his wife,
Defendants

Jury Trial - Verdict in favor of the Plaintiff in the amount of \$911,137.42

Docket # 2012-967 CP - Tort - Dog Bite/ Attack

Patricia Rowan v. Michael Ford and Mary Ford

Jury Trial - Verdict in favor of the Plaintiff for non-economic losses of \$250,000.00

MORTGAGES AND DEEDS

*RECORDED FROM APRIL 14, 2016 TO APRIL 20, 2016
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

MORTGAGES

Information: OPEN-END MTG	Consideration: \$37,900.00
Mortgagor: OBRIEN, DONALD T	Mortgagee: NBT BANK
2 - OBRIEN, JANICE V	
Locations: Parce	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$50,000.00
Mortgagor: MAZZARELLA, JOSEPH A	Mortgagee: VISIONS FEDERAL CREDIT UNION
Locations: Parce	Municipality
1 - N/A	HALLSTEAD BOROUGH
Information:	Consideration: \$72,000.00
Mortgagor: CANFIELD, CHERYL B	Mortgagee: COMMUNITY BANK
2 - CANFIELD, DENNIS J	
Locations: Parce	Municipality
1 - N/A	AUBURN TOWNSHIP
Information: REFINANCE	Consideration: \$164,635.00
Mortgagor: ALLEN, THOMAS J	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - ALLEN, ELIZABETH	2 - FREEDOM MORTGAGE CORPORATION
Locations: Parce	Municipality
1 - N/A	HERRICK TOWNSHIP
Information:	Consideration: \$59,500.00
Mortgagor: CAMPBELL, LEROY C	Mortgagee: VISIONS FEDERAL CREDIT UNION
2 - CAMPBELL, RUTH L	
Locations: Parce	Municipality
1 - N/A	CHOCONUT TOWNSHIP
Information:	Consideration: \$120,000.00
Mortgagor: FIRST NATIONAL BANK OF PENNSYLVANIA	Mortgagee: RAUCH, ADAM
	2 - RAUCH, REBEKAH
Locations: Parce	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$20,975.00
Mortgagor: NICE, ANDREW D	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
Locations: Parce	Municipality
1 - N/A	HARFORD TOWNSHIP
Information:	Consideration: \$125,000.00
Mortgagor: JABLONOWSKI, STEVEN C	Mortgagee: COMMUNITY BANK
2 - JABLONOWSKI, DONNA J	
Locations: Parce	Municipality
1 - N/A	JESSUP TOWNSHIP
Information:	Consideration: \$60,000.00
Mortgagor: ZEWAN, WILLIAM DEAN	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parce	Municipality
1 - N/A	LENOX TOWNSHIP

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

Information:	Consideration: \$215,000.00
Mortgagor: ORZECOWSKI, MICHAEL T	Mortgagee: CITIZENS BANK OF PENNSYLVANIA
2 - ORZECOWSKI, MICHAEL H	
3 - ORZECOWSKI, MARIE	
4 - ORZECOWSKI, THOMAS C 5 - ORZECOWSKI, KAREN M	
Locations: Parce	Municipality
1 - N/A	FOREST LAKE TOWNSHIP
Information:	Consideration: \$186,558.00
Mortgagor: BEAN, BRIAN M	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - SUMMIT MORTGAGE CORPORATION
Locations: Parce	Municipality
1 - N/A	CLIFFORD TOWNSHIP
Information:	Consideration: \$54,000.00
Mortgagor: BEDFORD, GALE W	Mortgagee: BEDFORD, CARROLL H
Locations: Parce	Municipality
1 - N/A	DIMOCK TOWNSHIP
Information:	Consideration: \$125,661.00
Mortgagor: GEVERT, KEVIN	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - QUICKEN LOANS INC
Locations: Parce	Municipality
1 - N/A	GIBSON TOWNSHIP
Information:	Consideration: \$105,000.00
Mortgagor: HOWELL, MARYBETH	Mortgagee: POLICE & FIRE FEDERAL CREDIT UNION
2 - HOWELL, STEPHEN	
Locations: Parce	Municipality
1 - N/A	DIMOCK TOWNSHIP
Information:	Consideration: \$220,000.00
Mortgagor: PISARCIK, PAUL T	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - PISARCIK, KAREN M	2 - SUN TRUST
MORTGAGE INC	
Locations: Parce	Municipality
1 - N/A	CLIFFORD TOWNSHIP
Information:	Consideration: \$151,915.00
Mortgagor: FAIR, JEFFREY S	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - FAIR, JULIE A	2 - QUICKEN LOANS INC
Locations: Parce	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$126,869.00
Mortgagor: SCALES, DAVID J	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - SCALES, CAROL B	2 - PLANET HOME LENDING LLC
Locations: Parce	Municipality
1 - N/A	SUSQUEHANNA
Information:	Consideration: \$79,094.00
Mortgagor: BEDNASH, MATTHEW	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - FIRST NATIONAL BANK OF PENNSYLVANIA
Locations: Parce	Municipality
1 - N/A	FOREST CITY

<p>Information: Mortgagor: SEDELNICK, MICHAEL 2 - SEDELNICK, MORGAN Locations: Parce 1 - N/A</p>	<p>Consideration: \$95,629.00 Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - STEARNS LENDING LLC Municipality HARFORD TOWNSHIP</p>
--	---

DEEDS

<p>Information: Grantor: CREEDEN, RAYMOND F Locations: Parce 1 - N/A</p>	<p>Consideration: \$1.00 Grantee: CREEDEN, RAYMOND F 2 - REGU, LYNN TILGHMAN Municipality JACKSON TOWNSHIP</p>
<p>Information: Grantor: BAILEYS, JAMES D 2 - BAILEYS, LISA M Locations: Parce 1 - N/A</p>	<p>Consideration: \$1.00 Grantee: VALADA, LENA M Municipality SILVER LAKE TOWNSHIP</p>
<p>Information: SPECIAL WARRANTY DEED Grantor: US BANK NATIONAL ASSOCIATION 2 - BANK OF AMERICA NA 3 - LASALLE BANK NA 4 - STRUCTURED ASSET INVESTMENT LOAN TRUST MORTGAGE Locations: Parce 1 - N/A</p>	<p>Consideration: \$2,500.00 Grantee: CUNNINGHAM, JORDAN Municipality OAKLAND TOWNSHIP</p>
<p>Information: QUITCLAIM DEED Grantor: HAMEZA, PETER 2 - HAMEZA, MARGARET Locations: Parce 1 - N/A</p>	<p>Consideration: \$21,500.00 Grantee: HAMEZA, WILLIAM 2 - HAMEZA, DEBORAH Municipality CLIFFORD TOWNSHIP</p>
<p>Information: Grantor: MONTEFORTE, JAMES 2 - MONTEFORTE, DIANE Locations: Parce 1 - N/A 2 - N/A</p>	<p>Consideration: \$1.00 Grantee: MONTEFORTE, DIANE Municipality FRANKLIN TOWNSHIP NEW MILFORD TOWNSHIP</p>
<p>Information: Grantor: MONTEFORTE, JAMES 2 - MONTEFORTE, DIANE Locations: Parce 1 - N/A 2 - N/A 3 - N/A</p>	<p>Consideration: \$1.00 Grantee: MONTEFORTE, DIANE Municipality FRANKLIN TOWNSHIP GREAT BEND TOWNSHIP NEW MILFORD TOWNSHIP</p>
<p>Information: Grantor: FOSTER, KEITH L 2 - FOSTER, NATHAN A 3 - FOSTER, GARY W 4 - FOSTER, JOEL R Locations: Parce 1 - N/A</p>	<p>Consideration: \$1.00 Grantee: FOSTER, KEITH L Municipality UNIONDALE BOROUGH</p>

Information: CORRECTIVE DEED
 Grantor: STATES, RICHARD G
 2 - STATES, DOROTHY C

Locations: Parce
 1 - N/A

Information:
 Grantor: PAUNKOVIC, JOSA
 2 - STOSIC, AURELIJA

Locations: Parce
 1 - N/A

Information: OIL,GAS & MINERAL DEED
 Grantor: SCHAFFROTH, ERIC
 2 - SCHAFFROTH, LOURDES

Locations: Parce
 1 - N/A

Information:
 Grantor: RACE, WALTER O
 2 - RACE, MARILYN J

Locations: Parce
 1 - N/A

Information: INTERVAL NO 35 UNIT 46
 Grantor: BREMER HOF OWNERS INC

Locations: Parce
 1 - N/A

Information:
 Grantor: NEWHART, MICHAEL A
 Locations: Parce
 1 - N/A

Information: QUIT CLAIM
 Grantor: PRITCHARD, DAVID W (TRUST BY TRUSTEE)

Locations: Parce
 1 - N/A

Information:
 Grantor: ADDESSO, WILLIAM F
 2 - ADDESSO, MAUREEN A

Locations: Parce
 1 - N/A

Information: INT 27 UNIT 24
 Grantor: BUNNEY, JACQUELINE (AKA)
 2 - BUNNEY, JACQUELINE M

Locations: Parce
 1 - N/A

Information:
 Grantor: BEAN, DAVID L
 Locations: Parce
 1 - N/A

Consideration: \$1.00
 Grantee: KERR, MICHELLE LYNN
 2 - STATES, JOSEPH PARKE

Municipality
 SPRINGVILLE TOWNSHIP

Consideration: \$50,000.00
 Grantee: WAYMAN, WILLIAM SR
 2 - WAYMAN, BARBARA

Municipality
 SUSQUEHANNA

Consideration: \$27,500.00
 Grantee: FREESTAR ENERGY GROUP LLC

Municipality
 GIBSON TOWNSHIP

Consideration: \$1.00
 Grantee: RACE, WALTER O (TRUST)
 2 - RACE, MARILYN J (TRUST)

Municipality
 AUBURN TOWNSHIP

Consideration: \$100.00
 Grantee: HILL, NEIL D
 2 - HILL, RITA H
 3 - HILL, ERIC S
 4 - HILL, LORI E

Municipality
 HERRICK TOWNSHIP

Consideration: \$1.00
 Grantee: NEWHART, MICHAEL A
 Municipality
 AUBURN TOWNSHIP

Consideration: \$1.00
 Grantee: BUXBAUM, JANET L
 2 - PRITCHARD JR, DAVID W

Municipality
 HARFORD TOWNSHIP

Consideration: \$1.00
 Grantee: ADDESSO, WILLIAM F
 2 - ADDESSO, MAUREEN A

Municipality
 ARARAT TOWNSHIP

Consideration: \$100.00
 Grantee: BREMER HOF OWNERS INC

Municipality
 HERRICK TOWNSHIP
 Consideration: \$190,000.00
 Grantee: BEAN, BRIAN M
 Municipality
 CLIFFORD TOWNSHIP

Information:	Consideration: \$1.00
Grantor: SEYMOUR, JACK MURRAY	Grantee: SEYMOUR, JACK MURRAY (TRUST)
2 - SEYMOUR JR, MARSHALL M (AKA)	2 - SEYMOUR, MARSHALL METCALF (TRUST)
3 - SEYMOUR, MARSHALL METCALF	
Locations: Parce	Municipality
1 - N/A	GREAT BEND TOWNSHIP
Information:	Consideration: \$1.00
Grantor: DROPP, MICHAEL S	Grantee: DROPP, MICHAEL J
Locations: Parce	Municipality
1 - N/A	JACKSON TOWNSHIP
Information:	Consideration: \$5,000.00
Grantor: SEDOR, STEVEN (BY SUCCESSOR TRUSTEE)	Grantee: BABCOCK, GUY F
	2 - BABCOCK, SHERRY L
Locations: Parce	Municipality
1 - N/A	NEW MILFORD TOWNSHIP
Information: CORRECTIVE	Consideration: \$1.00
Grantor: WEIDNER, JOSEPH	Grantee: WEDNER, JOSEPH
Locations: Parce	Municipality
1 - N/A	BROOKLYN TOWNSHIP
Information:	Consideration: \$133,000.00
Grantor: NEWFIELD, GARRETT	Grantee: GEVERT, KEVIN
Locations: Parce	Municipality
1 - N/A	GIBSON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: CLARK, CHRISTOPHER P	Grantee: CLARK, CHRISTOPHER P
2 - CLARK, JOANN	
Locations: Parce	Municipality
1 - N/A	DIMOCK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: KILMER, CECIL	Grantee: PENNSYLVANIA COMMONWEALTH OF
	-DEPT OF TRANSPORTATION
Locations: Parce	Municipality
1 - N/A	LENOX TOWNSHIP
Information:	Consideration: \$79,310.00
Grantor: CERRA, JEAN M (ESTATE AKA)	Grantee: BEDNASH, MATTHEW
2 - CERRA, JEANIE M (ESTATE)	
Locations: Parce	Municipality
1 - N/A	FOREST CITY
Information:	Consideration: \$93,000.00
Grantor: NAYLOR, JOSEPH	Grantee: SEDELNICK, MICHAEL
	2 - SEDELNICK, MORGAN
Locations: Parce	Municipality
1 - N/A	HARFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: WHITE, BETTY JEAN	Grantee: WHITE, ROANLD CLAYTON
Locations: Parce	Municipality
1 - N/A	AUBURN TOWNSHIP



Legal Journal of Susquehanna County
3305 Lake Ariel Highway, Suite 3
Honesdale, PA 18431