

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

34th Judicial District

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



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**CASES REPORTED**

Shelly Stanton, Plaintiff

v.

JM Renovations, LLC and Center Street Rentals, LLC, 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***



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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.

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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.

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

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**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 Tosi<sup>1</sup> 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.)

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

## II. DISCUSSION<sup>2</sup>

### 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.<sup>3</sup>

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 –

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<sup>2</sup> 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.

<sup>3</sup> 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**

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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 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

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**4/29/2016 • 5/6/2016 • 5/13/2016**

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#### **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

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**4/29/2016 • 5/6/2016 • 5/13/2016**

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#### **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

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**4/29/2016 • 5/6/2016 • 5/13/2016**

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#### **EXECUTOR NOTICE**

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

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**4/22/2016 • 4/29/2016 • 5/6/2016**

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#### **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

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**4/22/2016 • 4/29/2016 • 5/6/2016**

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#### **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

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**4/22/2016 • 4/29/2016 • 5/6/2016**

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#### **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

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**4/22/2016 • 4/29/2016 • 5/6/2016**

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#### **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

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**4/15/2016 • 4/22/2016 • 4/29/2016**

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#### **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

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**4/15/2016 • 4/22/2016 • 4/29/2016**

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### **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

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**4/15/2016 • 4/22/2016 • 4/29/2016**

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### **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  
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

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**4/15/2016 • 4/22/2016 • 4/29/2016**

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### **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

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**4/15/2016 • 4/22/2016 • 4/29/2016**

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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 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

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4/15/2016 • 4/22/2016 • 4/29/2016

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

Lance M. Benedict,  
Susquehanna County Sheriff

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**4/15/2016 • 4/22/2016 • 4/29/2016**

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

Lance M. Benedict,  
Susquehanna County Sheriff

**4/15/2016 • 4/22/2016 • 4/29/2016**

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

Lance M. Benedict,  
Susquehanna County Sheriff

**4/15/2016 • 4/22/2016 • 4/29/2016**

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

Lance M. Benedict,  
Susquehanna County Sheriff

**4/29/2016 • 5/6/2016 • 5/13/2016**

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**VERDICTS**

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**Docket # 2009-1715 CP - Wrongful Death**

Sandra Darde, Administratrix of the Estate of Francisco Pease, Plaintiff v. Christopher Lee Magalang, 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**

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

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**MORTGAGES**

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

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

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

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

## DEEDS

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

★ 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: CORRECTIVE DEED	Consideration: \$1.00
Grantor: STATES, RICHARD G 2 - STATES, DOROTHY C	Grantee: KERR, MICHELLE LYNN 2 - STATES, JOSEPH PARKE
Locations: Parce 1 - N/A	Municipality SPRINGVILLE TOWNSHIP
Information:	Consideration: \$50,000.00
Grantor: PAUNKOVIC, JOSA 2 - STOSIC, AURELIJA	Grantee: WAYMAN, WILLIAM SR 2 - WAYMAN, BARBARA
Locations: Parce 1 - N/A	Municipality SUSQUEHANNA
Information: OIL,GAS & MINERAL DEED	Consideration: \$27,500.00
Grantor: SCHAFFROTH, ERIC 2 - SCHAFFROTH, LOURDES	Grantee: FREESTAR ENERGY GROUP LLC
Locations: Parce 1 - N/A	Municipality GIBSON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: RACE, WALTER 0 2 - RACE, MARILYN J	Grantee: RACE, WALTER 0 (TRUST) 2 - RACE, MARILYN J (TRUST)
Locations: Parce 1 - N/A	Municipality AUBURN TOWNSHIP
Information: INTERVAL NO 35 UNIT 46	Consideration: \$100.00
Grantor: BREMER HOF OWNERS INC	Grantee: HILL, NEIL D 2 - HILL, RITA H 3 - HILL, ERIC S 4 - HILL, LORI E
Locations: Parce 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: NEWHART, MICHAEL A	Grantee: NEWHART, MICHAEL A
Locations: Parce 1 - N/A	Municipality AUBURN TOWNSHIP
Information: QUIT CLAIM	Consideration: \$1.00
Grantor: PRITCHARD, DAVID W (TRUST BY TRUSTEE)	Grantee: BUXBAUM, JANET L 2 - PRITCHARD JR, DAVID W
Locations: Parce 1 - N/A	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: ADDESO, WILLIAM F 2 - ADDESO, MAUREEN A	Grantee: ADDESO, WILLIAM F 2 - ADDESO, MAUREEN A
Locations: Parce 1 - N/A	Municipality ARARAT TOWNSHIP
Information: INT 27 UNIT 24	Consideration: \$100.00
Grantor: BUNNEY, JACQUELINE (AKA) 2 - BUNNEY, JACQUELINE M	Grantee: BREMER HOF OWNERS INC
Locations: Parce 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$190,000.00
Grantor: BEAN, DAVID L	Grantee: BEAN, BRIAN M
Locations: Parce 1 - N/A	Municipality CLIFFORD 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: \$1.00
Grantor: SEYMOUR, JACK MURRAY 2 - SEYMOUR JR, MARSHALL M (AKA) 3 - SEYMOUR, MARSHALL METCALF	Grantee: SEYMOUR, JACK MURRAY (TRUST) 2 - SEYMOUR, MARSHALL METCALF (TRUST)
Locations: Parce 1 - N/A	Municipality GREAT BEND TOWNSHIP
Information:	Consideration: \$1.00
Grantor: DROPP, MICHAEL S	Grantee: DROPP, MICHAEL J
Locations: Parce 1 - N/A	Municipality JACKSON TOWNSHIP
Information:	Consideration: \$5,000.00
Grantor: SEDOR, STEVEN (BY SUCCESSOR TRUSTEE)	Grantee: BABCOCK, GUY F 2 - BABCOCK, SHERRY L
Locations: Parce 1 - N/A	Municipality NEW MILFORD TOWNSHIP
Information: CORRECTIVE	Consideration: \$1.00
Grantor: WEIDNER, JOSEPH	Grantee: WEDNER, JOSEPH
Locations: Parce 1 - N/A	Municipality BROOKLYN TOWNSHIP
Information:	Consideration: \$133,000.00
Grantor: NEWFIELD, GARRETT	Grantee: GEVERT, KEVIN
Locations: Parce 1 - N/A	Municipality GIBSON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: CLARK, CHRISTOPHER P 2 - CLARK, JOANN	Grantee: CLARK, CHRISTOPHER P
Locations: Parce 1 - N/A	Municipality DIMOCK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: KILMER, CECIL	Grantee: PENNSYLVANIA COMMONWEALTH OF -DEPT OF TRANSPORTATION
Locations: Parce 1 - N/A	Municipality LENOX TOWNSHIP
Information:	Consideration: \$79,310.00
Grantor: CERRA, JEAN M (ESTATE AKA) 2 - CERRA, JEANIE M (ESTATE)	Grantee: BEDNASH, MATTHEW
Locations: Parce 1 - N/A	Municipality FOREST CITY
Information:	Consideration: \$93,000.00
Grantor: NAYLOR, JOSEPH	Grantee: SEDELNICK, MICHAEL 2 - SEDELNICK, MORGAN
Locations: Parce 1 - N/A	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: WHITE, BETTY JEAN	Grantee: WHITE, ROANLD CLAYTON
Locations: Parce 1 - N/A	Municipality AUBURN TOWNSHIP

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

