

OFFICIAL LEGAL JOURNAL

OF SUSQUEHANNA COUNTY, PA

34th Judicial District

Vol. 3 ★ May 25, 2018 ★ Montrose, PA ★ No. 8



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CASES REPORTED

Jeffrey S. Williams, Plaintiff,
vs.
Robert C. Robinson, Defendant.

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Court of Common Pleas 34th Judicial District:

The Hon. Jason J. Legg
President Judge

The Hon. Kenneth W. Seamans
Senior Judge

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

The Official Legal Publication of Susquehanna County, Pennsylvania



Legal Journal of Susquehanna County

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Publisher:
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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

Notice Pricing

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Incorporation Notices	\$45
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Orphans Court; Accounting on Estates (2-time insertion)	\$45

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

Subscription Rates

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Mailed & Emailed	\$125

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Subscription Year: March–February

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

COURT OPINION

No. 2013 - 678 C.P.

JEFFREY S. WILLIAMS, Plaintiff,

vs.

ROBERT C. ROBINSON, Defendant.

*Opinion continued from the May 18, 2018 issue***II. Discussion****a. Waiver**

A party waives any defenses that are not properly raised through preliminary objections or answer to the complaint. Pa. R. Civ. P. 1032(a). The defense of failure of consideration must be pled affirmatively as new matter. Pa. R. Civ. P. 1030(a). In his new matter, Robinson raised the following affirmative defenses: (1) failure to state a claim; (2) statute of limitations; (3) accord and satisfaction; (4) statute of frauds; and (5) fraud. (Def. Ans., New Matter ¶¶ 1-5.) Robinson did not plead a failure of consideration as an affirmative defense as required under Rule 1030(a). For this reason, this defense has been waived under Rule 1032. See In re Commissioners of Carbon County, 79 A.3d 1248, 1252 (Pa. Cmwlth. Ct. 2013) (“Because the Township did not raise waiver as an affirmative defense in its answer, it was barred from doing so at the trial court proceeding or on appeal to this Court.”); Poelcher v. Zink, 101 A.2d 628, 630 (Pa. 1954); Werner v. Werner, 573 A.2d 1119, 1121 (Pa. Super. Ct. 1990) (“Failure to plead an affirmative defense in compliance with [Rule] 1030 results in waiver of the defense.”).⁴ As such, Robinson claim that he did not receive the full amount of \$250,000 under the commercial note has been waived.⁵

⁴ In reviewing Robinson’s Answer, there are two separate instances where Robinson alleged the following: “Plaintiff did not loan \$250,000 dollars to the Defendant.” (Plf. Ans. ¶¶ 6 & 8.) These allegations were made in connection with a general denial to the following allegations: (1) “On September 1, 2009, Defendant made, executed and delivered a Commercial Note (hereinafter “Note”) in the principal amount of \$250,000.00 in favor of Plaintiff;” and (2) “The mortgage is in the principal amount of \$250,000 and was recorded on August 16, 2010 in Susquehanna County Recorder of Deeds Office as Instrument Number 201013497.” Despite these allegation made in answer to specific paragraphs of Williams’ complaint, Robinson failed to raise the affirmative defense of failure of consideration as it related to the commercial note at issue in this litigation.

⁵ During the course of the judge trial, Robinson’s counsel argued that the affirmative defense of fraud applied to Robinson’s contention that he never received the full consideration for the commercial note. Robinson testified that Williams had provided him with approximately \$141,000 in connection with the Susquehanna County real property transaction and that Robinson needed additional monies. Robinson testified further that Williams represented that he would provide

b. Presumption of Consideration

Even if the court were to consider Robinson's claim that he did not receive the full \$250,000 from Williams in connection with the commercial note and purchase of the Susquehanna County real property, Robinson has failed to meet his burden of proof to prove this defense. When a promissory note is under seal, there is a presumption that valid consideration was provided to support the note. See Selden v. Jackson, 230 A.2d 197, 197-98 (Pa. 1967). A party challenging a promissory note based upon a lack of consideration bears the burden of overcoming this presumption. Id. at 198; Connery v. Macfarlane, 97 Pa. 361, 364 (1881) (holding where a plaintiff produced an executed note that the burden shifts to "the defendant to rebut the prima facie case the plaintiff made by producing the note."). As the Pennsylvania Supreme Court noted in Selden:

It is true that, by being permitted to defend against the note, [the borrower] could plead lack of consideration, and introduce evidence to support that assertion, but the burden of proof always remained with him to prove the lack of consideration. [The borrower] had to *carry that burden up and over the formidable mountain of the presumption of consideration.*

Id. (emphasis added); Austen v. Marzolf, 161 A. 72, 73 (Pa. 1932) (finding that after signature authenticated on promissory note then "consideration and delivery may be presumed from the fact that the instrument is under seal"); Connery, 97 A. at 364 ("To maintain an action on a simple contract the plaintiff must prove the consideration, and where the contract is a note the note itself is prima facie evidence of a consideration."); Zimmerman v. Strepper, 75 Pa. 147, 151 (1874) ("It is said that the seal imports a consideration, and that, from the sealing of the endorsement, the law presumes it to have been made upon sufficient consideration."); cf. also Caplan v. City of Pittsburgh, 100 A.2d 380, 384 (Pa. 1953) (finding that a deed under seal "presumes a valuable consideration"); Newman v. Sablosky, 407 A.2d 448, 451 (Pa. Super. Ct. 1979) (noting in a legal action that "a seal to an agreement imports consideration"); Williams v. Blanding, 137 A.2d 922, 924 (Pa. Super. Ct. 1958) ("A deed under seal presumes a valuable consideration.").

In this case, Robinson offered no evidence – aside from his testimony – to support his claim that he did not receive the full consideration represented in the commercial note. While Robinson rightly contends that Williams failed to produce during discovery or at trial any evidence to show that Robinson received \$250,000, the burden of proof to overcome the presumption of consideration on this sealed instrument rests with Robinson – not Williams. Based upon the un rebutted testimony presented on both sides,

Robinson with additional funds if Robinson would sign the commercial note and record the mortgage on the Susquehanna County real property. While Pennsylvania Rule of Civil Procedure 1019(b) requires fraud to be pled with particularity, Robinson failed to provide any factual averments within his pleading to support his fraud defense. Williams failed to file a preliminary objection to Robinson's fraud defense based upon the insufficiency of the pleading. Despite Robinson's failure to properly plead his fraud defense, the court will proceed to address it.

the parties worked together for a number of years on real estate transactions in both Lackawanna and Susquehanna Counties. Williams provided the financial capital to fund Robinson's purchases. It was Robinson who expended that capital and Robinson who had control of the information concerning the sums he received from Williams. If Robinson did not receive \$250,000 from Williams, Robinson had the bank records in his control to demonstrate the amount that he actually received from Williams. Robinson presented no documentary evidence whatsoever to support his claim that he did not receive the \$250,000.⁶

Moreover, Robinson had specialized legal expertise as a result of his legal education and Juris Doctorate degree. Given his legal training, Robinson's contention that he signed the commercial note and mortgage for \$250,000 after only receiving \$141,000 is simply not credible. The incredulity of this position is augmented by Robinson's claim that he recorded a \$250,000 mortgage on his real property without receiving those funds. In the absence of any documentary evidence to support his claim, Robinson has utterly failed to overcome the presumption of consideration applicable to the commercial note and mortgage.⁷

III. Conclusion

The parties entered into a commercial transaction that memorialized several years of investment transactions between the parties. The commercial note is a sealed instrument from which arises the presumption that Robinson received the consideration

6 During the course of his testimony, Robinson conceded that Williams had loaned him over \$200,000 during the course of their business relationship, but Robinson also made clear that this was simply an approximation. Williams demonstrated a similar level of uncertainty as to the full amount of monies he had provided to Robinson. The record conclusively established that the parties failed to maintain good recordkeeping as to the monies being invested by Williams and managed by Robinson. As such, the court finds that Williams' testimony was far more credible than Robinson's testimony to the extent that the parties intended to consolidate all of the related debt that Robinson owed to Williams into one commercial note and mortgage.

7 Even if the court were to determine that Robinson had overcome the presumption of consideration, Robinson would then have to demonstrate his fraud defense by clear and convincing evidence. See Weissberger v. Myers, 90 A.3d 730, 90 A.3d 730, 735 (Pa. Super. Ct. 2014) (finding that the "burden of proof to prove [a] fraud claim is clear and convincing evidence."); 11 West's Pa. Practice, Trial Handbook § 9:8 (3d Ed. Westlaw Oct. 2017 Update) (collecting cases). The clear and convincing evidentiary standard has been defined as "the highest burden in our civil law and requires that the fact-finder be able to come to clear conviction, without hesitancy, of the truth of the precise fact in issue." Spaw v. Springer, 715 A.2d 1188, 1189 (Pa. Super. Ct. 1998). As noted above, there is no evidence – let alone clear and convincing evidence – to prove any fraudulent conduct occurred in this case. The court cannot say without hesitancy that Williams intentionally misrepresented anything to Robinson in order to induce Robinson to sign the commercial note and mortgage. Indeed, the evidence presented at trial demonstrated a clouded picture of a strange financial arrangement between two friends living on two different coasts that ended badly. The court finds that the most credible explanation of the parties' arrangement was provided by Williams, i.e., that he had expended substantial sums to Robinson and became concerned over securing his investment, that the parties negotiated a commercial note and mortgage to memorialize the nature of their relationship and to protect Williams, and that Robinson knowingly signed the commercial note and mortgage in recognition of the monies that Williams had provided to him over several years. For the same reasons that Robinson failed to overcome the presumption of consideration arising from the sealed instruments, Robinson has likewise failed to present clear and convincing evidence to support his affirmative defense of fraud.

stated in the instrument, namely \$250,000. Robinson failed to plead a failure of consideration as an affirmative defense and that defense has been waived. Even if the court were to consider it, Robinson failed to adduce sufficient evidence to overcome this presumption of consideration. Robinson has likewise failed to present clear and convincing evidence to support his affirmative defense of fraud.⁸

Based upon the court's calculations, as of May 10, 2018, the amount due under the commercial note is \$593,094.20 with simple interest thereafter accruing at the rate of \$121.32 per day.⁹



⁸ Robinson failed to present evidence to support any of the other affirmative defenses asserted in his new matter. Given the lack of evidentiary support, those remaining affirmative defenses were not considered.

⁹ Williams has also made a claim for attorney fees and costs. While the commercial note provided for a percentage fee for said costs, Williams conceded that he was not paying his attorney on a contingency basis. Williams' counsel indicated that prior to any execution on the judgment that he would provide the attorney fees and costs expended through the execution process. Under the terms of the commercial note, Williams is entitled to be reimbursed for his actual out-of-pocket attorney fees and costs incurred in enforcing the commercial note.

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.

ADMINISTRATRIX NOTICE

Estate of Francis J. Ryan, Jr. AKA
Francis Joseph Ryan
Late of Friendsville Borough
ADMINISTRATRIX
Mary S. Smith
781 Nagle Road
Friendsville, PA 18818
ATTORNEY
Michael J. Giangrieco, Esquire
Giangrieco Law, PC
P.O. Box 126
Montrose, PA 18801

5/25/2018 • 6/1/2018 • 6/8/2018

NOTICE

In the Estate of Joseph L. McAlla,
late of the Township of Clifford,
Susquehanna County,
Pennsylvania.

Letters of Administration in the
above estate having been granted to
the undersigned, all persons indebted

to said estate are requested to make
prompt payment and all those having
claims against said estate will present
them without delay to:

Jean McAlla
3568 State Route 106
Clifford Twp., PA 18470

or

Attorney for the Estate
Zachary D. Morahan, Esq.
Coughlin & Gerhart, LLP
21-23 Public Avenue
Montrose, PA 18801

5/25/2018 • 6/1/2018 • 6/8/2018

NOTICE

In the Estate of Clair W. Lindsley
a/k/a Clair Lindsley, deceased, late
of Liberty Township, Susquehanna
County, Pennsylvania.

Letters Testamentary in the above
estate having been issued to Amy E.
Darrow, all persons indebted to the
said estate are requested to make
payment; those having claims to
present the same without delay to:

Amy E. Darrow
2598 Lower Rhiney Creek Road
Hallstead, PA 18822

OR

Michael J. Gathany
Attorney at Law

PO Box 953
Hallstead, PA 18822

5/25/2018 • 6/1/2018 • 6/8/2018

EXECUTOR NOTICE

Estate of Peter John McArthur
AKA Peter J. McArthur AKA Peter
McArthur
Late of Bridgewater Township,
Montrose
EXECUTOR
James R. McArthur
307 Grow Avenue
Montrose, PA 18801

5/18/2018 • 5/25/2018 • 6/1/2018

EXECUTRIX NOTICE

Estate of Gerald M. Torka
Late of Franklin Township
EXECUTRIX
Helen Lutkiewicz
3078 Booth Road
Hallstead, PA 18822
ATTORNEY
Wilbur D. Dahlgren
21-23 Public Avenue
Montrose, PA 18801

5/18/2018 • 5/25/2018 • 6/1/2018

EXECUTRIX NOTICE

Estate of Michael J. Patrick AKA
Michael Patrick
Late of Gibson Township
EXECUTRIX
Suzanne Marie Patrick
48 Bickle Rd.
Washington, NJ 07882
ATTORNEY
John R. Dean, Esq.

72 Public Ave.
Montrose, PA 18801

5/18/2018 • 5/25/2018 • 6/1/2018

EXECUTOR NOTICE

Estate of Lafayette W. Argetsinger
Late of Silver Lake Township
EXECUTOR
Christopher A. Argetsinger
1839 Woodworth Rd.
Binghamton, NY 13903
ATTORNEY
John R. Dean
72 Public Ave.
Montrose, PA 18801

5/18/2018 • 5/25/2018 • 6/1/2018

ESTATE NOTICE

Notice is hereby given that an
exemplified copy of the Letters
Testamentary, issued by the
Broome County, New York
Surrogate's Court in the ESTATE
OF JOSEPH McDONALD, late of
Broome County, New York, (died
February 12, 2018) issued to
Thomas C. McDonald, Executor,
have been filed in the Susquehanna
County Register of Wills. All
persons indebted to the said estate
are required to make payment, and
those having claims or demands to
present the same without delay to
Thomas C. McDonald. 123
Lawnwood Avenue, Longmeadow,
MA 01106 or to Levene Gouldin &
Thompson, LLP, attorneys for the
estate at 450 Plaza Drive, Vestal,
NY 13850.

5/18/2018 • 5/25/2018 • 6/1/2018

ADMINISTRATRIX NOTICE

Estate of Joseph L. Hickey, Jr.
Late of Gibson Township
ADMINISTRATRIX
Roxanne Marie Neely
200 Fairfield Court
Middletown, DE 19709
ATTORNEY
Patrick M. Daly
67 Public Ave.
Montrose, PA 18801

5/18/2018 • 5/25/2018 • 6/1/2018

EXECUTRIX NOTICE

Estate of Ann T. Vitovsky AKA
Ann Vitovsky AKA Ann Therese
Vitovsky
Late of Great Bend Borough
EXECUTRIX
Maria L. Vitovsky
21 Mountain Vista Lane
Great Bend, PA 18821
ATTORNEY
Michael Briechle
4 Chestnut Street
Montrose, PA 18801

5/18/2018 • 5/25/2018 • 6/1/2018

ESTATE NOTICE

In the Estate of Edward T. Fish,
deceased, late of Bridgewater
Township, Susquehanna County,
Pennsylvania who died intestate on
March 29th, 2018. Letters of
Administration in the above estate
having been granted to the
undersigned, all persons indebted

to said estate are requested to make
immediate payment and those
having claims against the same are
requested to present them without
delay to:

Edward T. Fish II
257 Cherry Street
Montrose, PA 18801
or

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

5/18/2018 • 5/25/2018 • 6/1/2018

LEGAL NOTICE

**ESTATE NOTICE IN THE
ESTATE OF JOY E. MASKALY,**
late of the Township of New
Milford, County of Susquehanna,
Commonwealth of Pennsylvania,
who died on January 29, 2018.
Letters of Administration in the
above estate have 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: Stephen N. Maskaly,
Administrator, c/o JAMI LAYAOU
HEARN, ESQ., 181 West Tioga
Street, Tunkhannock, PA 18657.

5/11/2018 • 5/18/2018 • 5/25/2018

OTHER NOTICES

NOTICE

COURT OF COMMON PLEAS SUSQUEHANNA COUNTY

No.: 2016-599CP

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY PURSUANT TO PA.R.C.P.3129

**U.S. Bank N.A., as Trustee,
successor in interest to Bank of
America N.A., as Trustee,
successor by merger to LaSalle
Bank N.A., as Trustee for
Residential Asset Mortgage
Products, Inc., Mortgage Asset-
Backed Pass-Through
Certificates, Series 2007-RP3,
Plaintiff,**

Vs.

**Lisa Kwiatkowski a/k/a Lisa J.
Kwiatkowski, Stanley
Kwiatkowski,
Defendants**

TAKE NOTICE:

Your house (real estate) at 200 Academy Street f/k/a 1 Academy Street, Springville, PA 18844, is scheduled to be sold at sheriff's sale on **July 10, 2018 at 11:00 AM** in the Office of the Sheriff, Susquehanna County Courthouse, Courthouse Square, Montrose, PA 18801 to enforce the Court Judgment of \$223,012.73 obtained by U.S. Bank N.A., as Trustee, successor in interest to Bank of

America N.A., as Trustee, successor by merger to LaSalle Bank N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2007-RP3.

NOTICE OF OWNER'S RIGHTS YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale you must take immediate action:

1. The Sale will be cancelled if you pay to Milstead & Associates, LLC, Attorney for Plaintiff, back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call (856) 482-1400.

2. You may be able to stop the Sale by filing a petition asking the court to strike or open the Judgment, if the Judgment was improperly entered. You may also ask the Court to postpone the Sale for good cause.

3. You may also be able to stop the Sale through other legal proceedings. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the Sale. (See notice on following page on how to obtain an attorney). **YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the bid price by calling Milstead & Associates, LLC at

(856) 482-1400.

2. You may be able to petition the Court to set aside the Sale if the bid price was grossly inadequate compared to the market value of your property.

3. The Sale will go through only if the Buyer pays the Sheriff the full amount due on the Sale. To find out if this has happened you may call Milstead & Associates, LLC at (856) 482-1400.

4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the Sale never happened.

5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a Deed to the Buyer. At that time, the Buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your house. A Schedule of distribution of the money bid for your house will be filed by the Sheriff on a date specified by the Sheriff not later than thirty days after the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after.

7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the Sale. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT**

ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Susquehanna Notice to Defend
Susquehanna County Courthouse
PO Box 218
Montrose, PA 18801
570-278-4600 x 120

5/25/2018

NOTICE OF FILING OF SHERIFF'S SALES

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

SHERIFF'S SALE MORTGAGE FORECLOSURE JUNE 12, 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

6-12-2018 9:00 AM

Writ of Execution No.:

2018-280 CP

PROPERTY ADDRESS: 265
County Home Road

Meshoppen, Pa 18630

LOCATION: Rush Township

Tax ID #: 176.00-1,020.00,000.

IMPROVEMENTS: ONE – ONE

STORY DOUBLEWIDE WOOD

FRAMED DWELLING

ONE – 14 X 24 WOOD FRAMED

CAR PORT

ONE – 24 X 24 WOOD FRAMED

GARAGE

DEFENDANTS: Kathleen A.

Pisaneschi

ATTORNEY FOR PLAINTIFF:

Kristine Anthou, Esq

(412) 281-7650

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

5/18/2018 • 5/25/2018 • 6/1/2018

SHERIFF'S SALE MORTGAGE FORECLOSURE JUNE 12, 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

6-12-2018 10:00 AM

Writ of Execution No.:

2018-287 CP

PROPERTY ADDRESS: 556

Randolph Road

Great Bend, Pa 18821

LOCATION: Great Bend Township

Tax ID #: 031.00-3,024.00,000.

IMPROVEMENTS: ONE – ONE

STORY MANUFACTURED

DWELLING

ONE – 24 X 32 WOOD FRAMED

GARAGE

DEFENDANTS: Jennifer L.

Baldwin

ATTORNEY FOR PLAINTIFF:

Peter Wapner, Esq

(215) 563-7000

NOTICE

The Sheriff shall not be liable for loss or damage to the premises sold resulting from any cause whatsoever and makes no representation or warranty regarding the condition of the premises. Notice is hereby given and directed to all parties in interest and claimants that a

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

Lance M. Benedict,
Susquehanna County Sheriff

5/18/2018 • 5/25/2018 • 6/1/2018

SHERIFF'S SALE MORTGAGE FORECLOSURE JUNE 12, 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

6-12-2018 10:30 AM

Writ of Execution No.:

2018-299 CP

PROPERTY ADDRESS: 217

Bethel Hill Rd A/K/A 260 Bethel Hill Rd

Susquehanna, Pa 18847

LOCATION: Harmony Township

Tax ID #: 076.00-1,036.00,000.

IMPROVEMENTS: ONE – ONE

AND ONE HALF STORY WOOD
FRAMED DWELLING

DEFENDANTS: Brian T. Hall and
Lynn M. Hall

ATTORNEY FOR PLAINTIFF:

Peter Wapner, Esq

(215) 563-7000

NOTICE

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

Lance M. Benedict,
Susquehanna County Sheriff

5/18/2018 • 5/25/2018 • 6/1/2018

SHERIFF'S SALE MORTGAGE FORECLOSURE JUNE 12, 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

6-12-2018 11:00 AM

Writ of Execution No.:

2018-307 CP

PROPERTY ADDRESS: 4785

State Route 11

Hop Bottom, Pa 18824

LOCATION: Hop Bottom Borough

Tax ID #: 222.06-1,021.00,000.

IMPROVEMENTS: ONE – TWO

STORY WOOD FRAMED

DWELLING

ONE – 18 X 22 BANK BARN

FRAME

DEFENDANTS: Gerald A. Flynn,
Jr

ATTORNEY FOR PLAINTIFF:

Peter Wapner, Esq

(215) 563-7000

NOTICE

The Sheriff shall not be liable for

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

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5/18/2018 • 5/25/2018 • 6/1/2018

MORTGAGES AND DEEDS

*RECORDED FROM MAY 10, 2018 TO MAY 16, 2018
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

MORTGAGES

Information:	Consideration: \$74,800.00
Mortgagor: NOWALK, DIANE M	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 183.00-1,041.00,000.	BROOKLYN TOWNSHIP
Information:	Consideration: \$424,100.00
Mortgagor: LICATA, DIANE M	Mortgagee: PS BANK
2 - LICATA, FRANK J	
Locations: Parcel #	Municipality
1 - 195.00-2,010.01,000.	AUBURN TOWNSHIP
Information:	Consideration: \$650,000.00
Mortgagor: MANCUSO, MICHAEL	Mortgagee: SWINGLE, RAYMOND K
2 - MANCUSO, JENNIFER	
Locations: Parcel #	Municipality
1 - 208.00-2,025.02,000.	HERRICK TOWNSHIP
Information:	Consideration: \$1,620,000.00
Mortgagor: MANCUSO, MICHAEL	Mortgagee: DIME BANK
2 - MANCUSO, JENNIFER	
Locations: Parcel #	Municipality
1 - 208.00-2,025.02,000.	HERRICK TOWNSHIP
Information:	Consideration: \$375,000.00
Mortgagor: CONRAD, JUSTIN M	Mortgagee: FIDELITY DEPOSIT & DISCOUNT BANK
Locations: Parcel #	Municipality
1 - N/A	GIBSON TOWNSHIP
Information: OPEN-END MTG	Consideration: \$50,000.00
Mortgagor: SWARTZ, KENNETH J	Mortgagee: PNC BANK
2 - SWARTZ, ANNE E	
Locations: Parcel #	Municipality
1 - 116.17-1,022.00,000.	THOMPSON TOWNSHIP
Information:	Consideration: \$78,500.00
Mortgagor: KIEFER, RONALD B	Mortgagee: FIRST CITIZENS COMMUNITY BANK
2 - KIEFER, LOU ANN	
Locations: Parcel #	Municipality
1 - 158.00-2,016.01,000.	JESSUP TOWNSHIP
Information:	Consideration: \$245,471.00
Mortgagor: AYOTTE, JAMES S	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - AYOTTE, ASHLEY E	2 - SUMMIT MORTGAGE CORPORATION
Locations: Parcel #	Municipality
1 - 175.00-1,073.00,000.	RUSH TOWNSHIP
Information:	Consideration: \$216,000.00
Mortgagor: COX, THOMAS R	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - COX, LINDA W	2 - M&T BANK
Locations: Parcel #	Municipality
1 - 045.12-1,022.00,000.	SILVER LAKE TOWNSHIP

Information:	Consideration: \$100,000.00
Mortgagor: ZEMBRZYCKI, BERNARD JR 2 - ZEMBRZYCKI, LINDA	Mortgagee: HONESDALE NATIONAL BANK
Locations: Parcel # 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$168,000.00
Mortgagor: MOUNT, ROBERT C 2 - MOUNT, TRACY	Mortgagee: PNC BANK
Locations: Parcel # 1 - 111.14-1,035.00,000.	Municipality NEW MILFORD TOWNSHIP
Information:	Consideration: \$118,224.00
Mortgagor: HOEHLE, FRANCIS 2 - HOEHLE, KIMBERLY 3 - CHAPMAN, JENNIFER LEE	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - FINANCE OF AMERICA MORTGAGE LLC
Locations: Parcel # 1 - 186.00-1,029.00,000.	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$122,735.00
Mortgagor: HAGEN, AMY V	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - STEARNS LENDING LLC
Locations: Parcel # 1 - 054.11-2,039.00,000.	Municipality SUSQUEHANNA
Information:	Consideration: \$80,000.00
Mortgagor: WISER, DOUGLAS M 2 - WISER, MEGHAN V	Mortgagee: NBT BANK
Locations: Parcel # 1 - 008.00-1,020.00,000.	Municipality SILVER LAKE TOWNSHIP
Information:	Consideration: \$237,616.00
Mortgagor: RYCE, CHAZ R	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - SUMMIT MORTGAGE CORPORATION
Locations: Parcel # 1 - 194.03-1,027.00,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$98,400.00
Mortgagor: COSTANZO, GLENN	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - QUICKEN LOANS INC
Locations: Parcel # 1 - 054.11-3,014.00,000.	Municipality SUSQUEHANNA
Information:	Consideration: \$54,400.00
Mortgagor: HAUSSEER, RENEE	Mortgagee: NBT BANK
Locations: Parcel # 1 - 115.00-1,009.00,000.	Municipality THOMPSON BOROUGH
Information:	Consideration: \$25,000.00
Mortgagor: RINALDI, MICHAEL T	Mortgagee: PSECU
Locations: Parcel # 1 - 191.09-2,007.00,000.	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$25,000.00
Mortgagor: SMITH, JOANNE B	Mortgagee: CITIZENS BANK OF PENNSYLVANIA
Locations: Parcel # 1 - 166.00-1,053.00,000.	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$315,000.00
Mortgagor: WARRINER, JOHN D JR	Mortgagee: NAVY FEDERAL CREDIT UNION
Locations: Parcel # 1 - 179.03-1,024.00,000.	Municipality DIMOCK TOWNSHIP

DEEDS

Information:	Consideration: \$1.00
Grantor: HUDZIK, CINDY	Grantee: HUDZIK, CINDY 2 - HUDZIK, MICHAEL
Locations: Parcel # 1 - N/A	Municipality CLIFFORD TOWNSHIP
Information:	Consideration: \$67,100.00
Grantor: BEAVER, BUCKY (BY SHERIFF) 2 - COOK, CHRISTINA I (BY SHERIFF)	Grantee: BEAR CREEK PROPERTIES INC 2 - PRO KO PROPERTIES INC
Locations: Parcel # 1 - 214.00-1,024.01,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$1.00
Grantor: SWINGLE, RAYMOND K (AKA) 2 - SWINGLE, RAYMOND KENNETH (INDIVIDUALLY/ AGENT) 3 - SWINGLE, LULU 4 - WHITE, PATRICIA ANN 5 - MAHONEY, JOAN MARIE	Grantee: SWINGLE, RAYMOND K 2 - SWINGLE, LULU
Locations: Parcel # 1 - 208.00-2,025.02,000.	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$650,000.00
Grantor: SWINGLE, RAYMOND K	Grantee: MANCUSO, MICHAEL 2 - MANCUSO, JENNIFER
Locations: Parcel # 1 - 208.00-2,025.02,000.	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: POMPEY, CHARLES A (TRUST BY TRUSTEES) 2 - POMPEY, BARBARA L (TRUST BY TRUSTEES) 3 - POMPEY, GLENN J 4 - POMPEY, CAROL L	Grantee: PENNSYLVANIA COMMONWEALTH OF -DEPT OF TRANSPORTATION
Locations: Parcel # 1 - 261.00-1,022.04,000.	Municipality LENOX TOWNSHIP
Information: WK 41 UNIT 27	Consideration: \$100.00
Grantor: KELLOG, HUSTON 2 - KELLOG, ELEANOR	Grantee: BREMER HOF OWNERS INC
Locations: Parcel # 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: KELLY, JOANNE E 2 - KELLY, JOHN H	Grantee: KELLY, JOANNE E (TRUST)
Locations: Parcel # 1 - 109.10-1,016.00,000.	Municipality NEW MILFORD BOROUGH
Information:	Consideration: \$1.00
Grantor: FLYNN, THOMAS	Grantee: FLYNN, THOMAS P (TRUST)
Locations: Parcel # 1 - 220.00-2,023.01,000.	Municipality LATHROP TOWNSHIP
Information:	Consideration: \$1.00
Grantor: STELTZ, MARY JEAN SANGELO	Grantee: STELTZ, MARY JEAN SANGELO (TRUST)
Locations: Parcel # 1 - 220.00-2,023.01,000.	Municipality LATHROP TOWNSHIP

Information:	Consideration: \$250,000.00
Grantor: BENNETT, TRACY WAYNE	Grantee: AYOTTE, JAMES S 2 - AYOTTE, ASHLEY E
Locations: Parcel # 1 - 175.00-1,073.00,000.	Municipality RUSH TOWNSHIP
Information:	Consideration: \$1.00
Grantor: LESJACK, KEVIN M 2 - LESJACK, MELISSA F (AKA) 3 - LESJACK, MELISSA	Grantee: LESJACK, KEVIN M 2 - LESJACK, MELISSA F
Locations: Parcel # 1 - 268.07-5.008.00,000. 2 - 268.07-5.009.00,000. 3 - 268.07-5.010.00,000.	Municipality FOREST CITY FOREST CITY FOREST CITY
Information:	Consideration: \$240,000.00
Grantor: SCHAEFER, DAVID (ESTATE) 2 - SCHAEFER, DENISE E (AKA) 3 - SCHAEFER, DENISE 4 - MCCLAVE, ELIZABETH 5 - MCCLAVE, CHRISTOPHER 6 - SCHAEFER, MARK 7 - SCHAEFER, SHANNON 8 - SCHAEFER, PETER 9 - SCHAEFER, RACHEL	Grantee: MOUNT, ROBERT 2 - MOUNT, TRACY
Locations: Parcel # 1 - 111.14-1,035.00,000.	Municipality NEW MILFORD TOWNSHIP
Information:	Consideration: \$129,101.00
Grantor: MEAD, KARIN 2 - MEAD, BRUCE	Grantee: HOEHLE, FRANCIS 2 - HOEHLE, KIMBERLY 3 - CHAPMAN, JENNIFFER LEE
Locations: Parcel # 1 - 186.00-1,029.00,000.	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$125,000.00
Grantor: SUSQUEHANNA COUNTY HOUSING/REDEVELOPMENT AUTHORITY	Grantee: HAGEN, AMY V
Locations: Parcel # 1 - 054.11-2,039.00,000.	Municipality SUSQUEHANNA
Information:	Consideration: \$100,000.00
Grantor: BROWN, CHRISTINE J	Grantee: WISER, DOUGLAS M 2 - WISER, MEGHAN V
Locations: Parcel # 1 - 008.00-1,020.00,000.	Municipality SILVER LAKE TOWNSHIP
Information:	Consideration: \$1.00
Grantor: WEAVER, DALE E 2 - WEAVER, MARY P	Grantee: WEAVER, DALE E 2 - WEAVER, MARY P
Locations: Parcel # 1 - N/A	Municipality OAKLAND BOROUGH
Information:	Consideration: \$242,000.00
Grantor: MONTALBANO, PAUL G 2 - MONTALBANO, LINDA E	Grantee: RYCE, CHAZ
Locations: Parcel # 1 - 194.03-1,027.00,000.	Municipality AUBURN TOWNSHIP

Information:	Consideration: \$1.00
Grantor: BAKER, KEITH E JR	Grantee: OFALT, MICHAEL J
2 - BAKER, CHRISTINE	2 - OFALT, CHARISSA A
Locations: Parcel #	Municipality
1 - N/A	HARFORD TOWNSHIP
Information:	Consideration: \$145,000.00
Grantor: WASNOWIC, HELEN M BRADBURY	Grantee: JENKINS, WILLIAM D
2 - WASNOWIC, JOHN F	2 - JENKINS, AMANDA K
Locations: Parcel #	Municipality
1 - 205.03-1,011,000,000.	LENOX TOWNSHIP
Information: CORRECTIVE	Consideration: \$1.00
Grantor: PETROSKI, THOMAS	Grantee: HARRIS, MICHAEL
2 - PETROSKI LLC	
Locations: Parcel #	Municipality
1 - 225.00-1,066,000,000.	LENOX TOWNSHIP
Information:	Consideration: \$1.00
Grantor: SCOTT, LAURIE	Grantee: CALAMARI, JOSEPH
Locations: Parcel #	Municipality
1 - 031.19-1,043,000,000.	HALLSTEAD BOROUGH
Information:	Consideration: \$68,000.00
Grantor: HATCH, GAIL	Grantee: HAUSSER, RENEE
2 - HATCH, WILLIAM H JR	
Locations: Parcel #	Municipality
1 - 115.00-1,009,000,000.	THOMPSON BOROUGH
Information: MINERAL DEED	Consideration: \$1.00
Grantor: MONTEFORTE, IRENO	Grantee: MONTEFORTE, ROBERT ALLEN
2 - MONTEFORTE, MARY	
3 - MONTEFORTE, JAMES	
Locations: Parcel #	Municipality
1 - 110.00-2,061,01,000.	NEW MILFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: WISEMAN, STERLING	Grantee: KELLY, KRISTEN
Locations: Parcel #	Municipality
1 - N/A	HALLSTEAD BOROUGH
Information:	Consideration: \$1.00
Grantor: KELLY, KRISTEN	Grantee: ERCEG, COURTNEY
	2 - GOLWITZER, COURTNEY
	3 - ERCEG, GUY A II
Locations: Parcel #	Municipality
1 - N/A	GREAT BEND TOWNSHIP
Information:	Consideration: \$365,000.00
Grantor: WARRINER, JANE H (ESTATE)	Grantee: WARRINER, JOHN D JR
Locations: Parcel #	Municipality
1 - 179.03-1,025,000,000.	DIMOCK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: WARRINER, JANE H (ESTATE)	Grantee: WARRINER, JOHN D JR
Locations: Parcel #	Municipality
1 - 179.03-1,024,000,000.	DIMOCK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: WARRINER, JANE H (ESTATE)	Grantee: WARRINER, JOHN D JR
Locations: Parcel #	Municipality
1 - 179.00-1,058,000,000.	DIMOCK TOWNSHIP

Susquehanna County LEGAL JOURNAL

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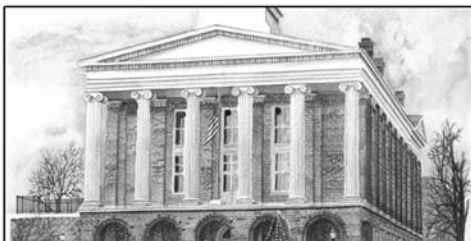
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