

OFFICIAL LEGAL JOURNAL

OF SUSQUEHANNA COUNTY, PA

34th Judicial District

Vol. 4 ★ September 6, 2019 ★ Montrose, PA ★ No. 23



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CASES REPORTED

In Re: The Estate of
Jacqueline Warner

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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.



PA LEGAL ADS

The Official Legal Publication of Susquehanna County, Pennsylvania



Legal Journal of Susquehanna County

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

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

P: 570-251-1512
F: 570-647-0086
susqco.com

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

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.

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

COURT OPINION

IN THE COURT OF COMMON PLEAS OF
SUSQUEHANNA COUNTY, PENNSYLVANIAIN RE: THE ESTATE OF
JACQUELINE WARNER:
:
:
: NO. 2009-45 OC

OPINION

I. Statement of Facts and Procedural History

Jacqueline J. Warner (“Decedent”) and her husband Charles Warner (“Charles, Sr.”) acquired real property in Rush Township in 1974. In April of 2006, they signed an oil and gas lease with Fortuna which subsequently was assigned to Repsol Oil and Gas USA, LLC (“Repsol”). In December 2007, Decedent and Charles, Sr. signed an agreement (“Agreement”) to convey the real property, including farming equipment, crops and livestock to their son, Wayne Warner (“Wayne”), and daughter-in-law, Tina Warner (“Tina”). The Agreement provided that Decedent and Charles, Sr. would retain the oil and gas rights to the real property during their lifetime.¹ On June 26, 2008, the real property was conveyed to Wayne and Tina by deed (“Deed”) recorded in Susquehanna County at Instrument No. 200811428.² There is no reservation of the oil and gas rights in the Deed. Production on the oil and gas lease commenced in October 2011.³

Charles Sr. died on April 22, 2009. On August 21, 2009, Decedent was adjudicated and found to be an incapacitated person based upon severe dementia resulting from Alzheimer’s disease. A plenary guardian was appointed for Decedent’s person and estate. Decedent died testate on June 4, 2017. In her Will, Decedent bequeathed her I.R.A. account to Sheila Howard and bequeathed the remainder of her estate to her sons: Charles (30%), Kenneth (40%) and Wayne (30%).

On August 15, 2018, Kenneth F. Warner (“Kenneth”) filed a petition for declaratory judgment asserting that oil and gas royalties paid to Wayne and Charles prior to the death of Decedent should be payable to Decedent’s estate. Kenneth contends that because the court already found that Decedent and Charles, Sr. retained the oil and gas

¹ The Agreement is not in the record but the parties do not dispute that Decedent and her husband reserved the oil and gas rights for their lifetimes in the Agreement.

² The real property contained approximately 640 acres. Although the Deed indicated that Wayne and Tina paid \$1.00 for the property, Wayne and Tina signed a Promissory Note on December 12, 2007 promising that they would pay Decedent and Charles, Sr. \$2,000 a month beginning January 1, 2008 during the life of Decedent and/or Charles, Sr. The obligation to pay under the promissory note was extinguished upon the death of both Decedent and Charles, Sr., or after a total payment of \$480,000, whichever occurred first. (Pet. For Dec. Judgment Ex. F ¶ 11.)

³ See Kenneth Warner’s Brief in Support of Decedent’s Right to Receive Oil & Gas Royalties at p. 6.

rights for their lifetimes, Wayne and Tina are estopped from denying that Decedent should have received the natural gas royalties until her death.⁴ Kenneth seeks a declaration that all natural gas royalties were vested in Decedent until her death as well as an order directing Wayne and Tina to make payment of the natural gas royalties in the amount of \$133,344.87 to the estate of Decedent. Repsol filed an answer to the petition for declaratory judgment asserting that it has been holding \$30,871.00 (not \$30,871.14) in disputed natural gas lease royalty payments and takes no position as to who is entitled to those payments.

On October 12, 2018, Wayne and Tina filed preliminary objections in the nature of a demurrer asserting that because there is no reservation of the oil and gas rights in the Deed, those rights were conveyed to Wayne and Tina when the real property was conveyed to them in 2008. Oral argument was held on January 21, 2019 and the parties have submitted their respective briefs.⁵ The matter is now ripe for disposition.

II. Discussion

A. Standard of Review

“Preliminary objections may be filed to any petition by any interested party or the interested party’s representative.” Pa.O.C. Rule 3.9(a). Grounds for preliminary objections include assertions as to the legal insufficiency of a pleading (demurrer). Pa.O.C. Rule 3.9(b)(4). A demurrer is an assertion that a petition does not set forth a cause of action or a claim on which relief can be granted. Del Boring Tire Service, Inc. v. Barr Mach., Inc., 426 A.2d 1143, 1145 (1981). A demurrer by a defendant admits all relevant well-pleaded facts in the petition and all inferences fairly deducible therefrom but not conclusions of law or unjustified inferences. Gekas v. Shapp, 364 A.2d 691, 693 (Pa. 1976). In ruling on a demurrer, the court may consider only such matters as arise out of the petition itself; it cannot supply a fact missing in the complaint. Linda Coal and Supply Co. v. Tasa Coal

4 Kenneth asserts that natural gas royalties in the amount of \$133,344.87 were paid to Wayne and Tina prior to Decedent’s death. Kenneth further contends that Repsol suspended payment of natural gas royalties beginning in April of 2015 for a total amount of \$30,871.14 held in suspension pending the outcome of the litigation. Kenneth is seeking to have those amounts paid to Decedent’s estate.

5 During oral argument, the parties conceded that no natural gas production occurred until 2011 – more than 3 years after execution of the Deed. Although Decedent and Charles, Sr. had signed the oil and gas lease in 2006, the natural gas rights had not been severed from the real property estate prior to execution and delivery of the Deed because there had been no natural gas production up to that point. See Sabella v. Appalachian Development Corp., 103 A.3d 83, 101 (Pa. Super. Ct. 2014)(finding that under an oil and gas lease, only when oil or gas is produced is “a fee simple determinable ... created in the lessee, and the lessee’s right to extract the oil or gas becomes vested.”); T.W. Phillips Gas & Oil Co. v. Jedlicka, 42 A.3d 261, 267 (Pa. 2012)(explaining that the title conveyed in an oil and gas lease is inchoate for the purposes of exploration until gas is found; once gas is produced, a fee simple determinable is created which reverts to the grantor); see also Nolt v. T.S. Calkins & Associates, LP, 96 A.3d 1042, 1049 n.3 (Pa. Super. Ct. 2014)(noting that if no production has occurred under an oil and gas lease, the estate remains inchoate and “has no attribute of property, is without appreciable value, and the interest to which it relates is nonexistent....”)(citing In re Good’s Estate, 182 A.2d 721, 724 (Pa 1962)). Since no production had occurred until after the property was conveyed, Kenneth cannot argue that the natural gas rights were personal property and had not been conveyed by the Deed. See Snyder Bros., Inc. v. Peoples Natural Gas Co., 676 A.2d 1226, 1230 (Pa. Super Ct. 1996)(finding that royalties to be paid under an oil and gas lease are personal property.)

Company, 204 A.2d 451 (Pa. 1964). A demurrer will only be sustained where a pleading shows with certainty that upon the facts averred therein, the law will not permit the plaintiff or pleading party to recover. International Union of Operating Engineers v. Linesville Construction Co., 322 A.2d 353, 356 (Pa. 1974). When ruling on a demurrer, a court may sustain the objections and dismiss the case only when such relief is clear and no doubt exists that the law will not permit a recovery. Stone and Edwards Insurance Agency, Inc. v. Department of Insurance, 616 A.2d 1060, 1063 (Pa. Commw. Ct. 1992).

B. Collateral Estoppel

Kenneth notes that in the August 21, 2014 opinion, then President Judge Kenneth W. Seamans made a specific finding that “Charles Warner and Jacqueline J. Warner retained the oil and gas lease rights and income therefrom associated with the land during their lifetime” and that Decedent and Charles, Sr. “explicitly reserved the income associated with their oil and gas rights to themselves until death.” See Warner v. Warner, No. 2009-1979 C.P., slip op. at 2, 23 (Susq. Cnty. Ct. of Comm. Pleas, 2014).⁶ Therefore, Kenneth contends that Wayne and Tina are collaterally estopped from asserting that those rights were not reserved. In response, Wayne and Tina argue that collateral estoppel does not apply because the prior proceeding was an adjudication as to whether Wayne and Tina exercised undue influence over Decedent and Charles, Sr. in the transfer of the real property and whether Decedent and Charles, Sr. lacked capacity to enter into the Deed. In other words, Wayne and Tina assert that collateral estoppel has no applicability because the prior proceeding did not involve ownership of the oil and gas rights.

“Collateral estoppel, or issue preclusion, is a doctrine which prevents re-litigation of an issue in a later action, despite the fact that it is based on a cause of action different from the one previously litigated.” Balent v. City of Wilkes-Barre, 669 A.2d 309, 313 (Pa. 1995). However, in order for collateral estoppel to apply: (1) the issue decided in the prior case must be identical to the one present in the later case; (2) there was a final judgment on the merits; (3) the party against whom the plea is asserted was a party in the prior case; (4) the party against whom the doctrine is asserted had a full and fair opportunity to litigate the issue in the prior proceeding; and (5) the determination in the prior proceeding was essential to the judgment. Appeal of Fiori, 635 A.2d 743, 746 (Pa. Commw. Ct. 1993)

The prior proceeding involved a claim that Decedent and Charles, Sr. lacked the capacity and/or were unduly influenced when they conveyed the real property to Wayne and Tina. Although the court made a finding that the Agreement provided that Decedent and Charles, Sr. retained the oil and gas rights on the property for their lifetimes, that determination was not essential to the finding that the Agreement and Deed were valid because Decedent and Charles, Sr. were not unduly influenced and did not lack capacity to execute the Deed. Thus, the references to the oil and gas rights in the August 2014 Opinion were not necessary for the resolution of the claims in that litigation. Furthermore, the issue as to whether or not the oil and gas rights were retained by Decedent and Charles, Sr. for their lifetimes was not litigated in the prior proceeding. For these reasons, collateral estoppel does not apply to the instant matter and Kenneth cannot rely upon collateral estoppel in order to assert a claim to the natural gas royalties.

⁶ The 2014 Opinion was submitted as Exhibit F in Kenneth’s petition for declaratory judgment.

C. Merger Doctrine

While the Agreement clearly reserved the oil and gas rights to Decedent and Charles, Sr., the Deed contains no such reservation. Wayne and Tina argue that the Merger Doctrine applies, the Deed supersedes the Agreement, and Kenneth cannot state a claim to any ownership interest in the oil and gas rights. Kenneth contends that the Merger Doctrine does not apply in this case as the parties clearly intended that the oil and gas rights would be retained by Decedent and Charles, Sr.

The Superior Court recently explained the Merger Doctrine as follows:

The general rule, in the absence of fraud or mistake, and of an intent to the contrary, is that an antecedent contract for the purchase of land is merged in the deed...upon the delivery and acceptance of the deed, there exists a '*prima facie* presumption' of merger. The law presumes that delivery and acceptance of a deed consummates the prior agreement and precludes the parties from looking behind the conveyance to subjects of strife suggested by their previous...contracts When a deed has been executed in pursuance of a prior agreement, it is *prima facie* evidence the latter has so merged that no action could be maintained on any of its covenants....

In re Mihordin, 162 A.3d 1166, 1171 (Pa. Super. Ct. 2017), appeal denied 180 A.3d 1212 (Pa. 2018)(citations and internal quotations omitted). The *prima facie* presumption of merger can be rebutted where the plain intention of the parties is demonstrated through unequivocal acts which make it clear that the provision in the agreement was not intended to be merged with the deed. See Valvano v. Galardi, 256 A.2d 1216, 1220 n.2 (Pa. Super. Ct. 1987)(finding that easement set forth in addendum to agreement of sale did not merge with deed where parties expressed an intent to the contrary and terms of easement disclosed that it was clearly collateral to the deed); Sterling v. Redevelopment Auth. of City of Philadelphia, 836 F. Supp. 2d 251, 262-63 (E.D. Pa. 2011)(finding that where an agreement specifically stated that none of the provisions of the agreement “shall be deemed or are intended to be merged by any reason of any subsequent deed,” those provisions survived deed and remained effective). While the Merger Doctrine provides that as a general rule, an agreement of sale merges into the deed and no recovery may be had based upon an earlier agreement, there are two exceptions to the Merger Doctrine: (1) where there is a clear intent of the parties that no merger occur; or (2) the contractual provision is collateral to the deed. Mihordin, 162 A.3d at 1171 (“Merger is said to be the rule, except when the intention of the parties is otherwise, or where the stipulations in the contract sought to be enforced are collateral to the functions performed by the deed.”)(quoting Carsek Corp. v. Stephen Schifter, Inc., 246 A.2d 365, 370 (Pa.1968)).⁷

In this case, the oil and gas rights had not been severed from the real property. As

⁷ A provision is said to be collateral “and therefore one which survives delivery of the deed if it bears no relation to title, possession, quantity or emblems of the transferred property.” Carsek, 246 A.2d at 370. Provisions dealing with consideration are collateral provisions. Id.; see Wilson v. Pearl, 12 Pa.Super. 66 (1899)(holding that where purchase contained in agreement differed from price recited in deed, purchaser was bound by the original agreement). Crops growing on the land are also considered to be collateral. See Harold v. Kuster 44 Pa. 392 (finding that grain crop was not transferred by deed where sales agreement reserved crop to seller).

such, the oil and gas rights were not collateral to the real property itself; rather, the oil and gas rights were literally part of the real property. Consequently, the alleged life estate in the oil and gas rights was not collateral to the Deed itself. See Mihordin, 162 A.3d at 1176 (finding that “life estate” was not collateral to the deed).

Kenneth failed to allege that the Agreement contained language that would allow it to survive the execution of the Deed. Neither party has included the Agreement in their respective pleadings. Rather, Kenneth relied upon collateral estoppel to support his request for declaratory relief, i.e., the reference in the August 2014 opinion that the oil and gas rights had been reserved. (Decl. Jdg. Pet. ¶ 15.) As noted earlier, collateral estoppel has no applicability to this case and Kenneth’s reliance upon collateral estoppel is misplaced. While Kenneth alleges that the Agreement meant to reserve the oil and gas rights during the lifetime of Decedent and Charles, Sr., there are no allegations in Kenneth’s petition that at the time the Deed was executed the parties intended to reserve the oil and gas rights in favor of Decedent and Charles, Sr. for their lifetimes. In the absence of such allegations, Kenneth cannot state a cause of action because the Merger Doctrine blocks enforcement of any provision in the Agreement that was not included in the Deed. For these reasons, the preliminary objections will be sustained.⁸

D. Conclusion

Kenneth has failed to assert a claim upon which relief may be granted. Kenneth’s attempt to rely upon the August 21, 2014 opinion in Warner v. Warner, No 2009-1979 C.P., is misplaced as that litigation did not involve ownership of the oil and gas rights. Kenneth’s reliance upon collateral estoppel to support this declaratory judgment action is improper. As such, Kenneth cannot state a claim to ownership of the oil and gas rights based upon collateral estoppel. Kenneth has likewise failed to allege sufficient facts to overcome the Merger Doctrine. While the Agreement indicated an intent to reserve the oil and gas rights to Decedent and Charles, Sr., no such reservation was included in the Deed. For these reasons, Wayne and Tina Warner’s preliminary objections in the nature of a demurrer will be sustained. Nonetheless, Kenneth will be granted leave to amend his pleading to assert scrivener’s error or mistake if a good faith basis exists that the parties intended for the deed to confer a lifetime reservation of the oil and gas rights to Decedent and Charles, Sr.



⁸ If a pleading has the potential to be corrected through an amendment, then it is proper to provide the opportunity to the pleading party to correct the identified deficiencies. Slater v. Pearl Vision Ctr., Inc., 546 A.2d 676, 677 (Pa. Super. Ct. 1988). Kenneth will be provided the opportunity to file an amended pleading to the extent that he has a good faith basis to plead that the Deed was mistakenly drafted and failed to contain the oil and gas lifetime reservation intended by the parties. See Mihordin, 162 A.3d at 1172.

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 Bonnie Mae Laird AKA
Bonnie M. Laird
Late of Auburn Township
CO-EXECUTRIX
Tammy M. Goodwin
11 Kintners Rd.
Tunkhannock, PA 18657
CO-EXECUTOR
Todd M. Laird
11016 Edina Court
Las Vegas, NV 89144
CO-EXECUTRIX
Tina M. Salsman
1271 Rummerfield Creek Rd.
Wyalusing, PA 18853

9/6/2019 • 9/13/2019 • 9/20/2019

EXECUTOR NOTICE

Estate of George L. Laird AKA
George Leroy Laird
Late of Auburn Township
CO-EXECUTRIX
Tammy M. Goodwin
11 Kintners Rd.

Tunkhannock, PA 18657
CO-EXECUTRIX
Tina M. Salsman
1271 Rummerfield Creek Rd.
Wyalusing, PA 18853
CO-EXECUTOR
Todd M. Laird
11016 Edina Court
Las Vegas, NV 89144

9/6/2019 • 9/13/2019 • 9/20/2019

NOTICE

IN THE ESTATE OF **ESTHER L. ORGANISCIAK**, late of the Borough of Montrose, County of Susquehanna, 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:

George C. Olexa, Executor
35 Delaware Avenue
Ewing, NJ 08628

OR

Davis Law, P.C.
Raymond C. Davis, Esquire
Attorney for the Estate
181 Maple Street
Montrose, PA 18801

8/30/2019 • 9/6/2019 • 9/13/2019

ADMINISTRATOR NOTICE

Estate of Bernadette M. Slick
Late of Forest City Borough
ADMINISTRATOR
Joseph Slick
433 Maple Street
Forest City, PA 18421
ATTORNEY
Marissa McAndrew, Esquire
707 Main Street, P.O. Box 157
Forest City, PA 18421

8/23/2019 • 8/30/2019 • 9/6/2019

EXECUTRIX NOTICE

Estate of Frances A. Van Campen
Late of Montrose Borough
EXECUTRIX
Barbara Kaechele
20 Elgin Street
Hamden, CT 06517
ATTORNEY
Robert J. Hollister, Esq.
Giangrieco Law, PC
P.O. Box 126
Montrose, PA 18801

8/23/2019 • 8/30/2019 • 9/6/2019

OTHER NOTICES

NOTICE

**ORPHANS' COURT DIVISION
ESTATE NOTICE**

Public notice is hereby given to all persons interested in the following named Estate. The accountant of said Estate has filed in the Register's Office of Susquehanna County the accounting which has been certified to the Clerk of the Orphans' Court Division, Court of

Common Pleas:

First and Final Accountings:

Estate of ANNA M SALVATO,
deceased
Mary S Tanner, Administratrix

Estate of JEAN A LOOMIS,
deceased
Jeffrey I Loomis and
Chrisann Rowe, Executors

The above accountings will be presented to the Judge of the Court of Common Pleas on Tuesday, September 17, 2019, and if no exceptions have been filed thereto the account will be Confirmed Final.

MICHELLE ESTABROOK
CLERK OF ORPHANS' COURT

9/6/2019 • 9/13/2019

NOTICE OF SHERIFF'S SALE

IN THE COURT OF COMMON
PLEAS
OF SUSQUEHANNA COUNTY,
PENNSYLVANIA
NO. 2017-01106

NATIONSTAR MORTGAGE LLC
D/B/A CHAMPION MORTGAGE
COMPANY

Vs.

DAVID BEAN, IN HIS
CAPACITY AS HEIR OF
MARIAN A. BEAN, DECEASED
PATTI MEGIVERN, IN HER
CAPACITY AS HEIR OF

MARIAN A. BEAN, DECEASED
and
UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND
ALL PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING
RIGHT, TITLE OR INTEREST
FROM OR UNDER MARIAN A.
BEAN, DECEASED

NOTICE TO: UNKNOWN
HEIRS, SUCCESSORS,
ASSIGNS, AND ALL PERSONS,
FIRMS, OR ASSOCIATIONS
CLAIMING RIGHT, TITLE OR
INTEREST FROM OR UNDER
MARIAN A. BEAN, DECEASED
NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

Being Premises: RR 1 BOX 38,
A/K/A 294 HALSTEAD ROAD,
UNION DALE, PA 18470
Being in CLIFFORD TOWNSHIP,
County of SUSQUEHANNA,
Commonwealth of Pennsylvania,
228.00-2,032.00


Improvements consist of
residential property.
Sold as the property of DAVID
BEAN, IN HIS CAPACITY AS
HEIR OF MARIAN A. BEAN,

DECEASED, PATTI MEGIVERN,
IN HER CAPACITY AS HEIR OF
MARIAN A. BEAN, DECEASED
and UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND
ALL PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING
RIGHT, TITLE OR INTEREST
FROM OR UNDER MARIAN A.
BEAN, DECEASED

Your house (real estate) at RR 1
BOX 38, A/K/A 294 HALSTEAD
ROAD, UNION DALE, PA 18470
is scheduled to be sold at the
Sheriff's Sale on 11/12/2019 at
10:00 AM, at the
SUSQUEHANNA County
Courthouse, 105 Maple Street,
Montrose, PA 18801-1219, to
enforce the Court Judgment of
\$125,527.43 obtained by,
NATIONSTAR MORTGAGE LLC
D/B/A CHAMPION MORTGAGE
COMPANY (the mortgagee),
against the above premises.

PHELAN HALLINAN
DIAMOND & JONES, LLP
Attorney for Plaintiff

9/6/2019

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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
OCTOBER 22, 2019**

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

October 22, 2019 at 9:00 AM

Writ of Execution No.:

2019-883 CP

PROPERTY ADDRESS: 2135

Franklin Hill Road

Hallstead, PA 18822

LOCATION: Franklin Township

Tax ID # 068.00-2,017.00,000

IMPROVEMENTS: ONE – ONE

**STORY MANUFACTURED
DWELLING**

DEFENDANTS: Anne McVey
ATTORNEY FOR PLAINTIFF:
David Gregory, Esq
(570) 251-9960

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

8/30/2019 • 9/6/2019 • 9/13/2019

Susquehanna County LEGAL JOURNAL

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