

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

34th Judicial District

Vol. 3 ★ May 18, 2018 ★ Montrose, PA ★ No. 7



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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***



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

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By requirement of Law and Order of Court the *Legal Journal of Susquehanna County* is made the medium for the publication of all Legal Advertisements required to be made in Susquehanna County, and contains all Notices of the Sheriff, Register, Clerk of the Courts, Prothonotary and all other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the formation and dissolution of Partnerships, affording indispensable protection against loss resulting from want of notice. It also contains the Trial and Argument Lists of all the Courts in Susquehanna County, and selected Opinions and Decisions of the Courts of Susquehanna County.

All legal notices must be submitted either via email or in typewritten form and are published exactly as submitted by the advertiser. *The Legal Journal* assumes no responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes in context. As pertains to all content in each issue, all efforts have been made to accurately publish the information provided by court sources, however Publisher and Susquehanna County Bar Association cannot be held liable for any typographical errors or errors in factual information contained therein.

Legal notices must be received before 10:00 AM on the Monday preceding publication or, in the event of a holiday, on the preceding Friday.

## MESSAGE FROM THE SUSQUEHANNA COUNTY BAR ASSOCIATION



The Legal Journal of Susquehanna County is a comprehensive weekly guide containing legal decisions of the 34th Judicial District encompassing civil actions filed; mortgages and deeds filed; legal notices; advertisements and other matters of legal interest. On behalf of the Susquehanna County Bar Association, we appreciate the opportunity to serve the legal community by providing a consolidated source of significant matters of legal importance.

## PRICING & RATES

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

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## SUSQUEHANNA COUNTY OFFICIALS

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Kenneth W. Seamans, *Senior Judge*

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### *Coroner*

Anthony J. Conarton

### *Auditors*

George Starzec  
Susan Jennings  
Richard Suraci

**COURT OPINION**

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**IN THE COURT OF COMMON PLEAS OF  
SUSQUEHANNA COUNTY, PENNSYLVANIA**

<b>JEFFREY S. WILLIAMS,</b>	:
<b>Plaintiff,</b>	:
	:
<b>vs.</b>	:
	:
<b>ROBERT C. ROBINSON,</b>	:
<b>Defendant.</b>	:

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**OPINION**

**I. Findings of Fact**

1. Plaintiff Jeffrey S. Williams (hereinafter referred to as Williams) and defendant Robert C. Robinson (hereinafter referred to as Robinson) met each other in approximately 2007 at a real estate investment seminar.
2. Williams and Robinson became close friends and began to work together in connection with real estate investments.
3. Williams is a professional firefighter who resides in California.
4. Robinson had graduated from law school but he was not a licensed attorney at the time that the parties met.
5. Williams and Robinson began investing in real estate in Lackawanna County and Susquehanna County, Pennsylvania.
6. Williams provided Robinson with monies in order to invest in these real estate opportunities and Robinson thereafter managed the Pennsylvania real estate.
7. The parties entered into several different transactions where Williams would forward monies to Robinson for the purchase of real property. The parties memorialized these financial arrangements by Robinson signing a promissory note to Williams that memorialized the amount of monies forwarded by Williams and provided that Robinson would pay no interest. Upon the successful sale of the real property, Williams would be reimbursed monies loaned and the remaining proceeds were divided equally between the parties.
8. During the course of this relationship, Robinson purchased approximately 95 acres of real property in Susquehanna County for \$130,000 in August 2009. (Plf. Ex. 9.)

9. Williams forwarded the funds to Robinson for the purchase of this real property.
10. As a result of Williams becoming concerned about the prospect of Robinson paying him back as well as increasing concerns over whether Robinson was performing the work required to manage the real property, Williams insisted that Robinson sign a commercial promissory note consolidating the funds provided by Williams to Robinson for their various real property transactions and culminating in the \$130,000 real property purchase in Susquehanna County.
11. Williams drafted a commercial note by using a template that he had received from a real estate investment course. (Plf. Ex. 1.)
12. The commercial note memorialized a \$250,000 obligation owed by Robinson to Williams to be payable over 5 years with a rate of interest of 10%. (Plf. Ex. 1.)
13. The monthly payment was \$5,000 per month and any late payment was subject to a \$500 late fee. (Plf. Ex. 1.)
14. The commercial note provided that the interest would compound monthly during the 5 year payment period. (Plf. Ex. 1.)
15. If there was any unpaid principal at the end of the 5 year payment plan, the commercial note provided that the interest rate would increase to 18% per annum. (Plf. Ex. 1.)
16. When Williams drafted the note, he dated it September 1, 2009. (Plf. Ex. 1.)
17. Robinson did not sign the note until August 13, 2010 and a notary public witnessed Robinson's signature and notarized the commercial note. (Plf. Ex. 1.)
18. Williams likewise drafted a mortgage for the Susquehanna County property that was dated for September 1, 2009 which was prepared for Robinson to execute in order to provide security for the funds that Williams had provided to Robinson in connection with the parties' real estate transactions. (Plf. Ex. 2.)
19. The mortgage indicated that Robinson had received "Two Hundred-Fifty Thousand Dollars (\$250,000) *in credit extended at and before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged.*" (Plf. Ex. 2 (emphasis added).)
20. The mortgage also provided "It is the intention of this instrument to secure not only the indebtedness hereinabove described *but also any other and further indebtedness which may now or hereafter be owing by [Robinson].*" (Plf. Ex. 2 (emphasis added).)
21. Robinson signed the mortgage on August 13, 2010 and it was notarized by a notary public. (Plf. Ex. 2.)
22. Thereafter, on August 16, 2010, Robinson had the mortgage recorded in the Susquehanna County Recorder's Office to instrument number 201013497. (Plf. Ex. 2.)

23. Robinson has failed to make any of the monthly payments required under the commercial note aside from \$4,000 of quarry proceeds that were forwarded to Williams. This transaction occurred prior to Robinson's execution of the commercial note and mortgage. Williams applied the \$4,000 to the principal.
24. The principal amount due under the commercial note is \$246,000.
25. Pursuant to the terms of the commercial note, Robinson owes \$29,500 in late fees for 49 missed payments.
26. At 10% interest compounded monthly, the interest due as of the maturity of the commercial note was \$155,394.76.<sup>1</sup>
27. As such, the total amount due under the note as of the date of maturity in September 2014 was \$430,894.76.
28. Thereafter, the commercial note applied a rate of 18% per annum on the "installments not paid" but makes no indication that the 18% interest was intended to be applied to accrued interest and late fees. Robinson failed to make installment payments totaling \$246,000. Under the plain language of the commercial note, the increased 18% per annum interest rate applied only to the amount of the unpaid installments – not to any unpaid interest, compounded interest or late fees.
29. Given that the commercial note does not provide for any continued compounding interest after the maturity date the law presumes that that simple interest would be applied to the unpaid installment amount, namely the \$246,000.<sup>2</sup>
30. Applying simple interest to the outstanding installment amount results in an annual interest of \$44,280 which began to accrue after September 9, 2014.

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1 Williams contends that the interest due as of the date of the maturity would be \$155,400.96. (Plf. Ex. 11.) The court's calculation came up with a slightly lesser amount.

2 Williams calculated the interest owed after maturity as being \$398,762.92. (Plf. Ex. 11.) Williams applied interest to the late fees owed, but there is no language in the commercial note that would have applied interest on the outstanding late fees. Further, Williams also calculated the interest as being compounded monthly. The provision in the commercial note relative to post-maturity interest simply states that the interest rate would be 18% per annum. There is no language in this paragraph that would permit monthly compounding of the interest. See Cherokee Nation v. United States, 270 U.S. 476, 490 (1926) ("The general rule, even as between private persons, is that, in the absence of a contract therefor or some statute, compound interest is not allowed to be computed upon a debt."); D.E. Shaw Laminar Portfolios, LLC v. Archon Corp., 570 F.Supp.2d 1262 (D. Nev. 2008) ("When a contract provides for interest, without specifying whether the interest is compounded or simple, there is a presumption that the interest is simple."); In re Newtown Creek Water Pollution Control Plant Upgrade, 65 A.D.3d 1241, 1243 (N.Y. App. Div. 2009) ("Per centum per annum has been construed to mean simple interest."); Caruso v. Local Union No. 690, 749 P.2d 1304, 1305 (Wash. Ct. App. 1988) (noting that Washington law presumes simple interest and disfavors compound interest in the absence of specific contractual language); Sloan v. Paris, 541 S.W.2d 316, 321 (Mo. Ct. App. 1976) ("[I]nterest on a promissory note (or other contractual obligation) may not be compounded in the absence of an agreement that interest is to be computed in that manner.").

31. There are three years between September 9, 2014 and September 9, 2017 which results in simple interest of \$132,840.
32. As to a per diem amount of simple interest, Williams is accruing \$121.32 in daily interest for each day after September 9, 2017.
33. As of May 10, 2018, there have been 242 days that have elapsed with a total amount of simple interest of \$29,359.44.
34. As of May 9, 2018, Robinson owed Williams the sum of \$593,094.20 with simple interest accruing at a rate of 18% per annum on \$246,000, or \$121.32 daily interest.<sup>3</sup>

*The Court Opinion will continue in the next issue.*

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<sup>3</sup> Robinson also contends that Williams failed to provide him with notice of default as required under the terms of the commercial note. Robinson failed to raise the alleged failure to provide notice anywhere in his pleadings and it was raised for the first time at trial. It is clear that this litigation itself served as a notice of default and there is no dispute that Robinson has not paid the principal due. See McGuire Performance Solutions, Inc. v. Massengill, 904 A.2d 971, 979 (Pa. Super. Ct. 2006). Pursuant to McGuire, this court's decision shall serve as notice of default to Robinson and he shall be provided 10 days to cure the default as allowed under the terms of the commercial note prior to any further collection proceedings. Id.

## 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 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**

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#### **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**

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#### **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**

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#### **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**

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#### **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.

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**5/18/2018 • 5/25/2018 • 6/1/2018**

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#### **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

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**5/18/2018 • 5/25/2018 • 6/1/2018**

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#### **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

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**5/18/2018 • 5/25/2018 • 6/1/2018**

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#### **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

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**5/18/2018 • 5/25/2018 • 6/1/2018**

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#### **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.

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**5/11/2018 • 5/18/2018 • 5/25/2018**

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### ESTATE NOTICE

In the Estate of Retha S. Stone, a/k/a Retha Stone, late of the Township of Liberty, 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 those having claims against said estate will present them without delay to:

Sally Zahora  
24530 State Route 29  
Hallstead, PA 18822

or

Attorney for the Estate  
Susan L. English, Esq.  
Coughlin & Gerhart, LLP  
21-23 Public Ave.  
Montrose, PA 18801

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**5/4/2018 • 5/11/2018 • 5/18/2018**

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### ADMINISTRATRIX NOTICE

Estate of Russell E. Malina, Jr.  
AKA Russell Malina  
Late of Lathrop Township  
ADMINISTRATRIX  
Kimberly Ann Sickler  
118 Carney Road  
Meshoppen, PA 18630  
ATTORNEY  
Catherine J. Garbus, Esq.  
24 E. Tioga St.  
Tunkhannock, PA 18657

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**5/4/2018 • 5/11/2018 • 5/18/2018**

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### ESTATE NOTICE

In the Estate of James R. Fedorko aka James Fedorko, of Susquehanna County, Pennsylvania.

Letters Testamentary in the above estate having been granted to David Fedorko. 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:

Marissa McAndrew, Esquire  
Briechle Law Offices, P.C.  
707 Main Street PO Box 157  
Forest City, PA 18421  
(570) 785-3232  
Attorney for the Estate

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**5/4/2018 • 5/11/2018 • 5/18/2018**

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## ADMINISTRATRIX NOTICE

Estate of Joseph L. Hicket, 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

**5/4/2018 • 5/11/2018 • 5/18/2018**

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### NOTICE

In the Estate of Pearl Joyce  
Stockholm a/k/a Joyce P.  
Stockholm, deceased, late of the  
City of Kissimmee, Florida

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

Roger E. Stockholm  
337 Hausbrook Heights Road  
Susquehanna, PA 18847

OR

Michael J. Gathany  
Attorney at Law  
PO Box 953  
Hallstead, PA 18822

**4/27/2018 • 5/4/2018 • 5/11/2018**

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## OTHER NOTICES

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### NOTICE OF FICTIONAL NAME REGISTRATION

We hereby give notice to register in  
compliance with Pa.C.S. §311(g).

NOTICE IS HEREBY GIVEN that  
the undersigned, desiring to engage  
in business under the fictitious  
name of:

Hazels Brownies  
3077 North Road  
Susquehanna County  
Montrose, PA 18801

has submitted an application under  
the Fictitious Name Act with the  
Bureau of Corporations and  
Charitable Organizations of the  
Pennsylvania Department of State,  
Harrisburg, PA.

Owner:  
Jan Donato  
3077 North Road  
Montrose, PA 18801

**5/18/2018**

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### FICTIONAL NAME REGISTRATION

Notice is hereby given that Jodilyn  
Coleman and Norma J. Lewis have  
filed with the Secretary of State of  
the Commonwealth of Pennsylvania  
on May 3, 2018, a Registration of  
the Fictitious Name "RUSH TO  
US CONSIGNMENT" with its  
place of business at 4886 State

Route 706, Montrose, Pennsylvania 18801 pursuant to the Pennsylvania Fictitious Names Act.

**5/18/2018**

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### **NOTICE**

Notice is hereby given that on April 18, 2018, the Petitioner, Stewart Kaufman, a/k/a Stuart Kaufman filed a Petition for Change of Name in the Court of Common Pleas of Susquehanna County, Pennsylvania, requesting an order to change his name from Stewart Kaufman to Stuart Kaufman.

The Court has fixed the day of June 21, 2018 at 11:30 a.m., in Courtroom #1, of the Susquehanna County Courthouse, Montrose, Pennsylvania as the time and place for the hearing on said Petition, when and where all interested parties may appear and show cause, if any, why the request of the Petitioner should not be granted.

**5/18/2018**

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### **LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that the Borough of Thompson has filed a petition with the Court of Common Pleas for a reduction in the number of council positions from seven to five pursuant to 8 PA. C.S.A. § 818. A hearing has been scheduled for July 24, 2018 at 3:30 p.m in Courtroom # 1 of the Susquehanna County Courthouse, Montrose, PA. Attorney Myron B.

DeWitt, Solicitor for the Borough of Thompson, 1220 Main St., P.O. Box 244, Susquehanna, PA 18847.

**5/18/2018**

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### **NOTICE OF FILING OF SHERIFF'S SALES**

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

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### **SHERIFF'S SALE MORTGAGE FORECLOSURE 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**

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**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**

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**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**

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**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

Lance M. Benedict,  
Susquehanna County Sheriff

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**5/18/2018 • 5/25/2018 • 6/1/2018**

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**MORTGAGES AND DEEDS**

*RECORDED FROM MAY 3, 2018 TO MAY 9, 2018  
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

**MORTGAGES**

Information: OPEN-END MTG	Consideration: \$310,000.00
Mortgagor: MELLAS, MARK E (AKA) 2 - MELLAS, MARK 3 - MELLAS, SANDRA K (AKA) 4 - MELLAS, SANDY	Mortgagee: PS BANK
Locations: Parcel # 1 - 131.00-1.067.01.000.	Municipality JACKSON TOWNSHIP
Information:	Consideration: \$115,000.00
Mortgagor: MEYERS, JAMES ALBERT 2 - MEYERS, LAURA A	Mortgagee: FIDELITY DEPOSIT & DISCOUNT BANK
Locations: Parcel # 1 - 186.00-1,058.00.000.	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$132,456.00
Mortgagor: LAWSON, LYLE M	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - STEARNS LENDING LLC
Locations: Parcel # 1 - 186.00-1,008.00.000.	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$42,500.00
Mortgagor: DURKO, DAVID JR 2 - SERAFINI, NATALIE	Mortgagee: HONESDALE NATIONAL BANK
Locations: Parcel # 1 - 071.00-1,017.00.000.	Municipality GREAT BEND TOWNSHIP
Information:	Consideration: \$32,500.00
Mortgagor: DURKO, DAVID 2 - SERAFINI, NATALIE ROSE	Mortgagee: NORTHERN TIER REGIONAL PLANNING AND DEVELOPMENT COMMISSION
Locations: Parcel # 1 - N/A	Municipality GREAT BEND TOWNSHIP
Information:	Consideration: \$1,000,000.00
Mortgagor: JOSEPH ZAWISKY LLC	Mortgagee: HONESDALE NATIONAL BANK
Locations: Parcel # 1 - 074.00-1,038.00.000. 2 - N/A	Municipality OAKLAND TOWNSHIP JACKSON TOWNSHIP
Information:	Consideration: \$75,000.00
Mortgagor: CBH INVESTMENTS LLC	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 090.00-1,015.00.000.	Municipality NEW MILFORD TOWNSHIP
Information:	Consideration: \$200,000.00
Mortgagor: BIRCHARD, DIANA	Mortgagee: NBT BANK
Locations: Parcel # 1 - 087.00-1,066.01.000.	Municipality FRANKLIN TOWNSHIP
Information:	Consideration: \$26,000.00
Mortgagor: REIMEL, PHILIP	Mortgagee: REIMEL, ALAN 2 - REIMEL, JOANN
Locations: Parcel # 1 - 120.00-2,004.01.000.	Municipality JESSUP TOWNSHIP

Information:	Consideration: \$50,000.00
Mortgagor: YOSKOWITZ, MARC	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 115.00-2,013.00.000.	Municipality THOMPSON TOWNSHIP
Mortgagor: SCHWEPPENHEISER, JAMES	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
Locations: Parcel # 1 - 262.00-1,028.03.000.	Municipality LENOX TOWNSHIP
Comments: 1 -PARCEL # ON 1ST PAGE OF MORTGAGE IS INCORRECT BUT IS CORRECT ON LEGAL DESCRIPTION	
Information:	Consideration: \$90,000.00
Mortgagor: RIVENBURG, JOSEPH R (AKA)	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - RIVENBURG, JOSEPH 3 - RIVENBURG, LESLEY K	
Locations: Parcel # 1 - 036.17-1,063.00.000.	Municipality LANESBORO BOROUGH
Information:	Consideration: \$25,000.00
Mortgagor: JONES, JONATHAN WENDELL II (AKA) 2 - JONES, JONATHAN WENDALL II	Mortgagee: ROYALTY LENDER LTD
Locations: Parcel # 1 - N/A	Municipality LATHROP TOWNSHIP
Information:	Consideration: \$144,400.00
Mortgagor: BRACE, JEREMY C 2 - BRACE, ALYSSA D	Mortgagee: SERVION INC
Locations: Parcel # 1 - 142.03-1,002.00.000.	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$25,000.00
Mortgagor: VILLAGE GREEN DEVELOPMENT CORPORATION	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 230.00-1,001.00.000.	Municipality UNIONDALE BOROUGH
Information:	Consideration: \$250,000.00
Mortgagor: VILLAGE GREEN DEVELOPMENT CORPORATION COMPANY	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 230.00-1,001.00.000.	Municipality UNIONDALE BOROUGH
Information:	Consideration: \$125,000.00
Mortgagor: WILBER, ERIC G 2 - WILBER, JOANN C	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 009.00-1,019.00.000.	Municipality LIBERTY TOWNSHIP
Information:	Consideration: \$1,304,000.00
Mortgagor: FRIENDSVILLE DG LLC	Mortgagee: M1 BANK
Locations: Parcel # 1 - N/A	Municipality CHOCONUT TOWNSHIP
Information: RE-RECORDING	Consideration: \$160,000.00
Mortgagor: ZAHORA, JAMES R 2 - ZAHORA, DANIELLE	Mortgagee: HONESDALE NATIONAL BANK
Locations: Parcel # 1 - 011.00-1,012.00.000.	Municipality LIBERTY TOWNSHIP
Information:	Consideration: \$30,000.00
Mortgagor: HALL, J SCOTT 2 - HALL, BETTY JANE	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
Locations: Parcel # 1 - 198.00-1,020.00.000.	Municipality DIMOCK TOWNSHIP

**DEEDS**

Information:	Consideration: \$1.00
Grantor: DIBBLE, GARY REED (AKA) 2 - DIBBLE, GARY 3 - DIBBLE, JUDY A	Grantee: DIBBLE, GARY 2 - DIBBLE, JUDY A
Locations: Parcel # 1 - N/A	Municipality NEW MILFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: DIBBLE, GARY REED (AKA) 2 - DIBBLE, GARY 3 - DIBBLE, JUDY A	Grantee: DIBBLE, GARY 2 - DIBBLE, JUDY A
Locations: Parcel # 1 - N/A	Municipality NEW MILFORD TOWNSHIP
Information:	Consideration: \$324,900.00
Grantor: LAST, WALTER J 2 - LAST, SARAH M	Grantee: BEAR SWAMP FOREST LLC
Locations: Parcel # 1 - N/A	Municipality SPRINGVILLE TOWNSHIP
Information:	Consideration: \$1.00
Grantor: LACKENBY, JULIA	Grantee: GOODWIN, WALTER L 2 - GOODWIN, CORNELIA
Locations: Parcel # 1 - 266.00-1,004.01.000.	Municipality CLIFFORD TOWNSHIP
Information:	Consideration: \$146,000.00
Grantor: GULLONE, PHILIP A 2 - NEE, BRIAN	Grantee: WEICHERT WORKFORCE MOBILITY INC
Locations: Parcel # 1 - 186.00-1,008.00.000.	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$134,900.00
Grantor: WEICHERT WORKFORCE MOBILITY INC	Grantee: LAWSON, LYLE M
Locations: Parcel # 1 - 186.00-1,008.00.000.	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$235,000.00
Grantor: LANGE IRREVOCABLE GRANTOR TRUST (BY TRUSTEE)	Grantee: HENGEL LLC
Locations: Parcel # 1 - N/A	Municipality LATHROP TOWNSHIP
Information: CORRECTIVE DEED	Consideration: \$1.00
Grantor: VANDENHENGEL, JAN 2 - VANDENHENGEL, HENNIE K	Grantee: SPROUT, JUSTIN 2 - SPROUT, KLAZINA
Locations: Parcel # 1 - 199.00-1,033.01.000.	Municipality DIMOCK TOWNSHIP
Information: CORRECTIVE DEED	Consideration: \$1.00
Grantor: VANDENHENGEL, JAN 2 - VANDENHENGEL, HENNIE K	Grantee: VANDENHENGEL, HENDRIK KLAAS
Locations: Parcel # 1 - 199.00-1,033.01.000.	Municipality DIMOCK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: WILLIAMS, MYRTLE E (ESTATE) 2 - WILLIAMS, MYRTLE ELIZABETH (ESTATE)	Grantee: WHITE, KELLY M 2 - WHITE, BRUCE E JR
Locations: Parcel # 1 - 050.07-1.031.00.000.	Municipality HALLSTEAD 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:	Consideration: \$1.00
Grantor: PERUZZI, FREDERICK J	Grantee: PERUZZI, LARRY 2 - PERUZZI, GILBERT
Locations: Parcel # 1 - 239.12-1.003.00.000.	Municipality LATHROP TOWNSHIP
Information:	Consideration: \$1.00
Grantor: BAKER, JUDITH ANN 2 - CROUNSE, JOHN REXFORD	Grantee: BAKER, JUDITH ANN 2 - CROUNSE, JOHN REXFORD 3 - RECORD, DEAN
Locations: Parcel # 1 - N/A	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$85,000.00
Grantor: EDDLESTON, DAVID 2 - EDDLESTON, SUSAN	Grantee: DURKO, DAVID JR 2 - SERAFINI, NATALIE
Locations: Parcel # 1 - 071.00-1,017.00.000.	Municipality GREAT BEND TOWNSHIP
Information:	Consideration: \$112,000.00
Grantor: DARROW, CONNIE M	Grantee: CBH INVESTMENTS LLC
Locations: Parcel # 1 - N/A	Municipality NEW MILFORD TOWNSHIP
Information:	Consideration: \$67,500.00
Grantor: UP 4 SALE PROPERTY LLC	Grantee: BAREFOOT HOLDINGS LLC
Locations: Parcel # 1 - N/A	Municipality FOREST CITY
Information:	Consideration: \$1.00
Grantor: SMITH, RITA 2 - SMITH, ZACHARY	Grantee: ROBINSON, VICTORIA 2 - ROBINSON, DAKOTA
Locations: Parcel # 1 - 124.14-4.015.00.000.	Municipality MONTROSE
Information:	Consideration: \$1.00
Grantor: BIRCHARD, DIANA WERMANN	Grantee: BIRCHARD, DIANA
Locations: Parcel # 1 - 087.00-1,066.01.000.	Municipality FRANKLIN TOWNSHIP
Information:	Consideration: \$25,000.00
Grantor: HUMPHREY, JULIE (AKA) 2 - JOHNSON, JULIE	Grantee: REIMEL, PHILIP
Locations: Parcel # 1 - 120.00-2.004.01.000.	Municipality JESSUP TOWNSHIP
Information:	Consideration: \$1.00
Grantor: BELCASTRO, WILLIAM M 2 - BELCASTRO, MARIANNE	Grantee: BELCASTRO, WILLIAM M
Locations: Parcel # 1 - 268.00-1,012.00.000. 2 - 268.00-2.001.00.000. 3 - 268.06-2.007.00.000.	Municipality CLIFFORD TOWNSHIP FOREST CITY FOREST CITY
Information:	Consideration: \$1.00
Grantor: RIVENBURG, JOSEPH R (AKA) 2 - RIVENBURG, JOSEPH 3 - RIVENBURG, LESLEY K	Grantee: RIVENBURG, JOSEPH R 2 - RIVENBURG, LESLEY K
Locations: Parcel # 1 - 036.17-1.063.00.000.	Municipality LANESBORO BOROUGH

Information:	Consideration: \$1.00
Grantor: BOUGHTON, CROSBY B 2 - BOUGHTON, RUTH E	Grantee: BOUGHTON, ROGER 2 - BOUGHTON, LINDA MARIE 3 - BOUGHTON, ROBERT 4 - BOUGHTON, LINDA KAY 5 - BOUGHTON, DANIEL 6 - BOUGHTON, GARY
Locations: Parcel # 1 - 054.10-1.021.00.000.	Municipality OAKLAND BOROUGH
Information:	Consideration: \$1.00
Grantor: QUICKEN LOANS INC	Grantee: UNITED STATES SECRETARY OF HOUSING AND URBAN DEVELOPMENT
Locations: Parcel # 1 - 054.11-2.018.00.000.	Municipality SUSQUEHANNA
Information:	Consideration: \$17.300.00
Grantor: DEUTSCHE BANK NATIONAL TRUST COMPANY	Grantee: CR 2018 LLC
Locations: Parcel # 1 - 026.00-1.009.00.000.	Municipality SILVER LAKE TOWNSHIP
Information:	Consideration: \$1,000.00
Grantor: HITCHCOCK, CODY	Grantee: STROHL, DANIEL
Locations: Parcel # 1 - 197.00-2.017.00.000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$185,000.00
Grantor: CHOCONUT VALLEY DEVELOPMENTS LLC (AKA) 2 - CHOCONUT VALLEY DEVELOPMENT LLC	Grantee: FRIENDSVILLE DG LLC
Locations: Parcel # 1 - 024.02-1.066.00.000.	Municipality CHOCONUT TOWNSHIP
Information:	Consideration: \$15,000.00
Grantor: NBT BANK (SUCC TO) 2 - PENNSTAR BANK (SUCC TO) 3 - LA BANK	Grantee: FRIENDSVILLE DG LLC
Locations: Parcel # 1 - 024.02-1.032.00.000.	Municipality CHOCONUT TOWNSHIP
Information:	Consideration: \$1.00
Grantor: ROE, JEANE M (DBA) 2 - TJ'S AUTO SUPPLY	Grantee: TJ'S AUTO SUPPLY & PARTS LLC
Locations: Parcel # 1 - 054.11-5.002.01.000.	Municipality SUSQUEHANNA
Information:	Consideration: \$1.00
Grantor: BELCASTRO, WILLIAM M 2 - BELCASTRO, MARIANNE	Grantee: BELCASTRO, MARIANNE
Locations: Parcel # 1 - N/A	Municipality CLIFFORD TOWNSHIP
Information:	Consideration: \$30,000.00
Grantor: BAZIN, GARY 2 - BAZIN, SHERRIE J	Grantee: FERGUSON, MARIAN R
Locations: Parcel # 1 - N/A	Municipality SILVER LAKE TOWNSHIP
Information: INTERVAL NO 31 UNIT NO 41	Consideration: \$100.00
Grantor: DROP, KATHLEEN A 2 - DROP, PARTICK J 3 - DROP, KATHERINE M 4 - DROP, MICHAEL J	Grantee: BREMER HOF OWNERS INC
Locations: Parcel # 1 - N/A	Municipality HERRICK TOWNSHIP

★ **LEGAL JOURNAL OF SUSQUEHANNA COUNTY** ★

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Information: INTERVAL NO 19 UNIT NO 46	Consideration: \$100.00
Grantor: STANIO, RAYMOND F	Grantee: BREMER HOF OWNERS INC
2 - STANIO, SYLVIA B	
Locations: Parcel #	Municipality
1 - N/A	HERRICK TOWNSHIP
Information:	Consideration: \$38,000.00
Grantor: KANE, WILLIAM F	Grantee: TURNER, ROBERT
Locations: Parcel #	Municipality
1 - 036.17-1.043.00,000.	LANESBORO BOROUGH
Information:	Consideration: \$1.00
Grantor: FARRAR, JOHAN F	Grantee: FARRAR, DOUGLAS LYNN
2 - FARRAR, DAVID SCOTT	2 - FARRAR, LINDA S
3 - FARRAR, DOUGLAS LYNN	
4 - FARRAR, LINDA S	
Locations: Parcel #	Municipality
1 - N/A	CLIFFORD TOWNSHIP



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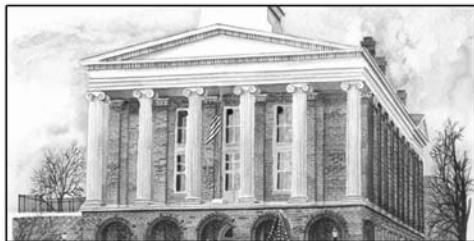
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