

OFFICIAL LEGAL JOURNAL OF SUSQUEHANNA COUNTY, PA

34th Judicial District

Vol. 3 ★ November 9, 2018 ★ Montrose, PA ★ No. 32



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CASES REPORTED

DAVID JOHNSON and KAREN JOHNSON, Plaintiffs,
vs.
RICHARD GREGORY, 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
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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

Submit advertisements to
baileyd@ptd.net

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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.

PRICING & RATES

Notice Pricing

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

COURT OPINION

No. 2016 - 790 C.P.

DAVID JOHNSON and KAREN JOHNSON, Plaintiffs,

vs.

RICHARD GREGORY, Defendant.

Opinion continued from the November 2, 2018 issue

III. Discussion

If a defendant resides outside the Commonwealth, Pennsylvania Rule of Civil Procedure 404 requires a writ of summons to be served “within ninety days of the issuance of the writ . . . or the reinstatement thereof.” If service is not made in that ninety-day period of time, a plaintiff can request that the writ be reissued, but the reissued writ must also be served within the thirty day time period. Pa.R.C.P. 401(b)(2) & (4). Original service outside the Commonwealth may be effectuated by (1) a competent adult; (2) by mail; or (3) in the manner permitted by the jurisdiction wherein the defendant is located sheriff. Pa.R.C.P. No. 404(1)-(3).

The filing of a writ of summons will toll the statute of limitations provided that a party takes reasonable steps to ensure that the writ is promptly served. See Lamp v. Heyman, 366 A.2d 882 (Pa. 1976); Siler v. Khan, 689 A.2d 972, 973 (Pa. Super. Ct. 1997) (“The filing of the writ tolls the statute of limitations provided the plaintiff makes a good faith effort during the life of the process to effect service. Because service was being attempted on an out-of-state defendant, [plaintiff] had 90 days to attempt such service, unlike the 30 day period allotted for service within the Commonwealth.”). Prior to Lamp, the mere filing of the writ of summons tolled the statute of limitations without regard to the efforts that were undertaken to serve the writ itself. In Lamp, the Pennsylvania Supreme Court addressed this practice as follows:

We note that it has become a relatively common practice throughout the Commonwealth for attorneys to file a praecipe with the prothonotary to toll the statute of limitations but then, whether because settlement negotiations are in progress or because more time is needed to prepare the case, to delay or prevent service upon the defendant . . .

Nevertheless, we now conclude that there is too much potential for abuse in a rule which permits a plaintiff to keep an action alive

without proper notice to a defendant merely by filing a praecipe for a writ of summons and then having the writ reissued in a timely fashion without attempting to effectuate service. In addition, we find that such a rule is inconsistent with the policy underlying statutes of limitation of avoiding stale claims, and with that underlying our court rules of making the processes of justice as speedy and efficient as possible. . . . Our purpose is to avoid the situation in which a plaintiff can bring an action, but, by not making good-faith effort to notify a defendant, retain exclusive control over it for a period in excess of that permitted by the statute of limitations.

Accordingly, pursuant to our supervisory power over Pennsylvania courts, we rule that henceforth, i.e., in actions instituted subsequent to the date of this decision, a writ of summons shall remain effective to commence an action *only if a plaintiff refrains from a course of conduct which serves to stall in its tracks the legal machinery he has just set in motion.* . . .

Id. at 888-89 (emphasis added); see Ferrara v. Hoover, 636 A.2d 1151, 1152 (Pa. Super. Ct. 1994)(“[A] plaintiff’s failure to make a good faith effort to notify the defendant will serve to nullify both the commencement of the action and the tolling of the statute of limitations.”).

If a plaintiff fails to appropriately serve a writ of summons in a timely manner, plaintiff bears the burden of demonstrating that he or she made good faith efforts to effectuate service. See Young v. Pennsylvania Dep’t. of Transp., 690 A.2d 1300, 1303 (Pa. Commw. Ct. 1997). This assessment of plaintiff’s good faith efforts must be reviewed on a case-by-case basis by the trial court. Id. at 1304. “What is to be gleaned from Lamp and its progeny is that: (1) one’s good faith” effort to notify a defendant of the institution of a lawsuit is to be assessed on a case-by-case basis; and (2) the thrust of all inquiry is one of whether a plaintiff engaged in a ‘course of conduct’ forestalling the legal machinery put in motion by his/her filings.” Leidich v. Franklin, 575 A.2d 914, 918 (Pa. Super. Ct. 1990); see Fairinacci v. Beaver Cty. Indus. Dev. Auth., 511 A.2d 757, 759-60 (Pa. 1986), (finding that “eight or nine days of delay . . . attributable to counsel’s simply misplacing the file . . . is not necessarily inconsistent with a finding of good faith.”).

Approximately a decade ago, the Pennsylvania Supreme Court recognized that the courts have “struggled” in the application of the Lamp rule “with some panels requiring plaintiffs to comply strictly with the Rules of Civil Procedure related to service of process and local practice in order to satisfy the good faith requirement and other panels providing a more flexible approach, excusing plaintiffs’ initial procedurally defective service where the defendant has actual notice of the commencement of litigation and is not otherwise prejudiced.” McCreesh v. City of Philadelphia, 888 A.2d 664, 666 (Pa. 2005). In McCreesh, the Pennsylvania Supreme Court adopted the more flexible approach and concluded that dismissal of litigation under Lamp is only appropriate “where plaintiffs have demonstrated an intent to stall the judicial machinery or where plaintiffs’ failure to comply with the Rules of Civil Procedure has prejudiced defendant.”

Id. at 674. The Pennsylvania Supreme Court went further to suggest that where there is no prejudice to a defendant, then actual notice of the litigation may not be required. Id. at 674 n. 20.

In this case there is no dispute that Gregory had notice of a potential claim as early as September 22, 2016 – the date that Gregory spoke to Broome County Deputy Sheriff Genter. Indeed, the record demonstrates that the writ of summons would have been properly served at that time if Gregory had provided a good address or simply arranged to meet up with the Deputy Sheriff in order to allow for service to be effectuated. Instead, Gregory refused to provide his address and represented that he would call back to make proper arrangements to meet and allow for service of the writ. Gregory never did so.

Thereafter, on September 28, 2016, Gregory’s legal counsel entered his appearance in this litigation. Indeed, after learning that efforts to perfect service in Broome County were unsuccessful, plaintiffs’ counsel reached out to Gregory’s counsel in an effort to effectuate service of the reinstated writ of summons. As with the efforts by Deputy Sheriff Genter, plaintiffs’ counsel’s efforts to seek cooperation from Gregory’s counsel were not successful despite Gregory’s counsel having entered his appearance as Gregory’s legal representation in the fledgling litigation. Both Gregory and his legal counsel were content to force plaintiffs to engage in a game of legal process service tag rather than cooperate with plaintiffs’ good faith efforts to effectuate service of the reinstated writ.

The notice of a potential claim, however, is starkly different from notice of the commencement of a legal action against a defendant. See Englert v. Fazio Mech. Servs., Inc., 932 A.2d 122, 127 (Pa. Super. Ct. 2007). For instance, in Fulco v. Shaffer, 686 A.2d 1330 (Pa. Super. Ct. 1996), plaintiff filed his complaint one-week prior to the two-year statute of limitations running out. Id. at 1331. Plaintiff’s counsel then attempted to effectuate service but was informed by the county sheriff that additional funds were necessary in order to deputize another county’s sheriff to serve original process upon the defendants. Id. Plaintiff’s counsel then sought to reinstate the complaint, but failed to sign the praecipe and it was returned again. Plaintiff’s counsel then waited an additional three months before properly reinstating the complaint and effectuating service upon the defendants. Id. Service of the complaint occurred nearly six months after the expiration of the statute of limitations. Id.

In response to these facts, the trial court granted defendants’ motion for judgment on the pleadings and concluded that the complaint was untimely. Id. In reversing this determination, the Superior Court stated:

All in all, we find that [plaintiff’s counsel’s] conduct did not amount to course of conduct designed to forestall this case. Most importantly . . . [defendants] were aware actually, if not formally, that a lawsuit had been commenced and was proceeding against them. There was no unfair surprise for them after the statute had run.

Id. at 1334 (emphasis added). While Fulco was decided prior to McCreesh, the courts

post-McCreesh have generally found that a plaintiff's failure to take appropriate procedural steps to timely serve a complaint will be excused where a defendant had actual notice of the filing of plaintiff's litigation. If there was no actual notice, then the courts post-McCreesh have been less forgiving of procedural errors and delays in the service of an otherwise untimely writ or complaint. See Englert, 932 A.2d at 127 ("[Plaintiffs] did not provide [defendants] with actual notice of the commencement of the action within the applicable statute of limitations. Instead, [defendants] only had notice that there was a potential for litigation, which is not the same and cannot suffice."); McDade v. Keown, CRNA, 2015 WL 2150221, at *6 (Phila. Ct. Comm. Pl. 2015) ("Because . . . [plaintiffs] failed to make good faith efforts to serve [defendant] and that [defendant] had no actual notice of this action until December of 2013 when service was effectuated, [defendant] was not required to show prejudice in order to successfully raise the statute of limitations defense."); Creese v. Morgan, 2013 WL 4497160, at *5 (Lawrence Ct. Comm. Pl. 2013) (finding where defense attorney had actual notice of writ of summons then statute of limitations tolled where plaintiff did not engage in conduct designed to stall the legal machinery); Hildreth v. Treat, 2011 WL 5295081 (Lehigh Ct. Comm. Pl. 2011) (refusing to apply McCreesh where plaintiff failed to demonstrate actual notice of the claim to defendant prior to expiration of the statute of limitations); Mastrostefano v. St. Vincent Health Center, 2008 WL 7291970 (Erie Ct. Comm. Pl. 2008) (same).

In this case, Gregory's counsel had *actual* notice of the litigation by September 24, 2016, the date that Gregory's counsel sent his cover letter to the Susquehanna County Prothonotary seeking to formally enter his appearance in this litigation. This is not a scenario where Gregory's counsel was aware of the *potential* for litigation; rather, Gregory's counsel was aware that *actual* litigation had been commenced and he formally entered his appearance on behalf of Gregory in this litigation on September 28, 2016. As such, Gregory, through his legal counsel, had actual notice of this litigation prior to the expiration of the statute of limitations.⁵ Based upon the existence of actual notice of this litigation prior to the expiration of the statute of limitations, Gregory cannot demonstrate any prejudice or unfair surprise based upon the service of

⁵ The expiration of the statute of limitations in this matter was tolled by the filing of the writ of summons and plaintiffs' counsel's good faith efforts in attempting to serve the writ of summons upon Gregory. Based on this record, Gregory's counsel had actual knowledge of this litigation within 38 days of the writ of summons being filed (August 17, 2016 through September 24, 2016). As of September 24, 2016, the date that Gregory's counsel dated his cover letter containing his entry of appearance, the Broome County Sheriff was still seeking to serve Gregory with the writ of summons – and plaintiffs' counsel was not aware that the attempts to effectuate service had been unsuccessful until October 14, 2016. Thereafter, plaintiffs' counsel sent a correspondence to Gregory's counsel requesting that he accept service of the writ of summons on behalf of his client. There is no indication in this record that Gregory's counsel responded to plaintiffs' counsel's request. While there is an unexplained delay of several months prior to plaintiffs seeking the assistance of a private process server to overcome Gregory's efforts to avoid personal service, there was ample good faith efforts within the initial 90-day period for service of the initial writ of summons upon an out-of-state defendant and those efforts successfully provided Gregory with actual notice of this litigation to the extent that his legal counsel entered his appearance to represent Gregory even before the writ itself had actually been served upon Gregory.

the writ of summons after the expiration of the statute of limitations. See Fulco, 686 A.2d at 1334.⁶

IV. Conclusion

The record demonstrates that the statute of limitations in this matter was tolled as a result of the filing of a writ of summons coupled with plaintiffs' good faith efforts to effectuate service of the writ of summons upon Gregory. Indeed, plaintiffs' good faith efforts were successful in providing Gregory with actual notice of this litigation within 36 days after the filing of the writ of summons and Gregory's legal counsel formally entered his appearance in this litigation only 42 days after the filing of the writ of summons. There is nothing on this record to suggest any prejudice to Gregory occasioned by the difficulties encountered by plaintiffs to perfect service of the reinstated writ of summons. Gregory was aware of the litigation in a timely manner, Gregory had legal counsel, and Gregory's legal counsel entered his appearance prior to the perfection of service.

While plaintiffs engaged in good faith efforts to serve the writ of summons upon Gregory, the record demonstrates that Gregory was seeking to actively evade service after he became aware of the existence of the litigation. In other words, plaintiffs were not seeking to delay or forestall this litigation; rather, any delay in these proceeding resulted from Gregory's evasive behavior. For these reasons, Gregory's motion for summary judgment will be denied.



⁶ Gregory has also argued that he is entitled to summary judgment based upon plaintiffs' general denials to his new matter that asserted the statute of limitations defense, i.e., that the general denials are legally insufficient and plaintiffs have procedurally conceded to having failed to exercise good faith in the service of the writ of summons. In reviewing the new matter, however, the allegations were simply recitations of matters that were already part of the record in this case. (Def. New Matter, ¶¶ 65-76.) In addition to the allegations concerning the record itself, Gregory asserted that the defendants did not engage in good faith efforts to serve the writ of summons in a timely manner. (Id.) Plaintiffs denied the allegations in the New Matter and further averred that the allegations were conclusions of law for which no response was required. (Plf. Reply to New Matter, ¶¶ 65-76.) Where recitations in New Matter are conclusions of law or simply reiterations of facts already in the record, there is no requirement that a plaintiff file any reply to such allegations as it "would serve no useful purpose." *Watson v. Green*, 331 A.2d 790, 792 (Pa. Super. Ct. 1974); see also *Osborne v. Carmichaels Mining Machine Repair, Inc.*, 628 A.2d 874, 877 (Pa. Super. 1993). "If a party's new matter does not contain facts supporting an affirmative defense, but rather contains merely conclusions of law, no denial is required because such averments are deemed to be denied." See *Gotwalt v. Dellinger*, 577 A.2d 623, 626 (Pa. Super. Ct. 1990). Aside from referencing facts contained within the record filings of this case, Gregory pled no additional facts to support the assertion that plaintiffs failed to act in good faith in the attempt to serve the writ of summons. Even prior to Gregory filing the New Matter, the record demonstrated that plaintiffs exercised good faith in attempting to serve the writ of summons – and those efforts were essentially validated by Gregory's counsel entering his appearance in this litigation within 42 days of the writ of summons being filed – and Gregory himself had been made aware of the writ of summons by the Broome County Deputy Sheriff six days prior to that date. Any difficulties or delays thereafter were attributed to Gregory's efforts to avoid service or his legal counsel's refusal to accept service – not on any failure of the plaintiffs to proceed in good faith. In other words, plaintiffs were not required to answer Gregory's new matter that merely restated the record nor were plaintiffs required to answer Gregory's assertion that the plaintiffs failed to act in good faith as it was merely a conclusion of law.

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.

EXECUTRIX NOTICE

Estate of Marjorie H. Wildenberg
Late of Herrick Township
EXECUTRIX
Patricia L. Peltz
1383 Wildenberg Road
Union Dale, PA 18470
ATTORNEY
Marissa McAndrew, Esq.
707 Main Street, P.O. Box 157
Forest City, PA 18421

11/9/2018 • 11/16/2018 • 11/23/2018

**LEGAL AD
EXECUTORS' NOTICE**

Letters Testamentary on the Estate of Dolores Arbosheski aka Delores Arbosheski, who died on October 18, 2017, late of Bridgewater Township, Susquehanna County, Pennsylvania, having been granted the undersigned, notice is hereby given that all persons indebted to said estate are requested to make

immediate payment, and all persons having claims against it must present them duly authenticated for settlement

Debra I. Bell, Co--Executor
234 Main Street
Laceyville, PA 18623

Edward D. Bell, Co--Executor
234 Main Street
Laceyville, PA 18623

Date: October 25, 2018

Attorney Leslie Wizelman
243 Second St., P.O. Box 114
Wyalusing, PA 18853
Telephone: 570-746-3844

11/2/2018 • 11/9/2018 • 11/16/2018

**LEGAL AD
EXECUTRIX'S NOTICE**

Letters Testamentary on the Estate of Gerald L. Fuller, who died on July 22, 2018, late of Auburn Township, Susquehanna County, Pennsylvania, having been granted the undersigned, notice is hereby given that all persons indebted to said estate are requested to make immediate payment, and all persons having claims against it must present them duly authenticated for settlement

Luella Ruhf, Executrix
855 Marshall Road
Meshoppen, PA 18630

Date: October 25, 2018

Attorney Leslie Wizelman
243 Second St., P.O. Box 114
Wyalusing, PA 18853
Telephone: 570-746-3844

11/2/2018 • 11/9/2018 • 11/16/2018

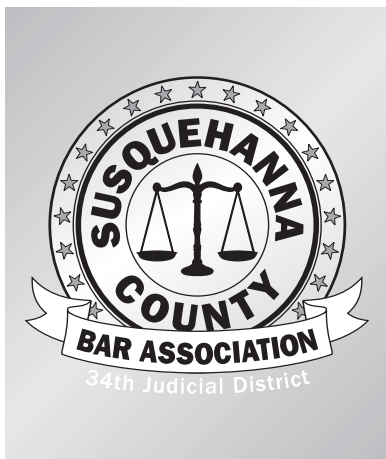
ESTATE NOTICE

In the Estate of Verla G. Wall a/k/a
Verla G. Lewis Wall, late of the
Township of Jessup, 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:

Watson J. Dayton
259 Dayton Road
Montrose PA 18801

10/26/2018 • 11/2/2018 • 11/9/2018



OTHER NOTICES

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 JOSEPH L HICKEY JR,
deceased

Roxanne Marie Neely,
Administratrix

Estate of KEVIN JAMES BRADY,
deceased

Mary L Brady, Administratrix

The above accountings will be
presented to the Judge of the Court
of Common Pleas on Tuesday,
November 20, 2018, and if no
exceptions have been filed thereto
the account will be Confirmed
Final.

MICHELLE ESTABROOK
CLERK OF ORPHANS' COURT

11/9/2018 • 11/16/2018

**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
NOVEMBER 27, 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

11-27-2018 at 9:30 AM

Writ of Execution No.:

2018-1132 CP

PROPERTY ADDRESS: 39 Grant
Street, FKA 1136 Grant Street
Great Bend, PA 18821

LOCATION: Township of Great
Bend

Tax ID #: 031.11-1,031.00,000.

IMPROVEMENTS: ONE- One
Story Brick Dwelling

ONE – 15 X 18 Wood Framed Car
Port

DEFENDANTS: Michele Decker,
known heir of Donna Ball,
Deceased and Gregory Scheer,
known heir of Donna Ball,

Deceased and Unknown Heirs,
Successors, Assigns, and All
Persons, Firms, or Associations
Claiming Right, Title or Interest
From or Under Donna Ball,
Deceased and Bob Northrup,
Known heir of Donna Ball,
Deceased

ATTORNEY FOR PLAINTIFF:
Daniel Lutz, Esq
(610) 278-6800

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

11/2/2018 • 11/9/2018 • 11/16/2018

MORTGAGES AND DEEDS

*RECORDED FROM OCTOBER 25, 2018 TO OCTOBER 31, 2018
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

MORTGAGES

Information:	Consideration: \$25,000.00
Mortgagor: LEWIS, BERTICE L	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 028.00-1,007.00,000.	LIBERTY TOWNSHIP
Information:	Consideration: \$220,000.00
Mortgagor: DEWITT, KATHRYN	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - PHILLIPS, TYLER	2 - QUICKEN LOANS INC
3 - DEWITT, WARREN	
Locations: Parcel #	Municipality
1 - 187.00-2,047.02,000.	GIBSON TOWNSHIP
Information:	Consideration: \$100,000.00
Mortgagor: LYON, FRED C	Mortgagee: CITIZENS BANK OF PENNSYLVANIA
2 - LYON, CHARLOTTE E	
Locations: Parcel #	Municipality
1 - 247.00-1,010.00,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$80,000.00
Mortgagor: DS HOLDING LLC	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 205.00-2,033.00,000.	LENOX TOWNSHIP
Information:	Consideration: \$40,000.00
Mortgagor: FISKE, KEVIN M	Mortgagee: VISIONS FEDERAL CREDIT UNION
Locations: Parcel #	Municipality
1 - 108.00-1,037.00,000.	NEW MILFORD TOWNSHIP
Information:	Consideration: \$30,000.00
Mortgagor: TOMCHICK, LOUIS T	Mortgagee: COMMUNITY BANK
Locations: Parcel #	Municipality
1 - 021.05-1,063.00,000.	LITTLE MEADOWS BOROUGH
Information:	Consideration: \$21,000.00
Mortgagor: NEUBERGER, WENDY	Mortgagee: HUDOCK, STEPHEN A
	2 - HUDOCK, ANNA JANE
Locations: Parcel #	Municipality
1 - 045.17-1,011.00,000.	SILVER LAKE TOWNSHIP
Information: OPEN-END MTG	Consideration: \$12,000.00
Mortgagor: HARVEY, APRIL L	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 143.06-1,007.00,000.	MONTROSE 2W
Information:	Consideration: \$55,900.00
Mortgagor: MANCINI, GARRY E	Mortgagee: WELLS FARGO BANK
2 - MANCINI, CYNTHIA A	
Locations: Parcel #	Municipality
1 - 158.00-2,005.00,000.	JESSUP TOWNSHIP

Information:	Consideration: \$395,537.76
Mortgagor: BREESE, CONNIE	Mortgagee: D & H PENN-CAN RESTAURANT INC
Locations: Parcel #	Municipality
1 - 167.00-1,015.00,000.	HARFORD TOWNSHIP
Information:	Consideration: \$20,000.00
Mortgagor: DIAZ HOLDINGS LLC	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 143.07-1,012.04,000.	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$56,000.00
Mortgagor: CHESNUT, KRISTINA	Mortgagee: PS BANK
Locations: Parcel #	Municipality
1 - 222.06-1,005.00,000.	HOP BOTTOM BOROUGH
Information:	Consideration: \$175,000.00
Mortgagor: POLEDNAK, MARY KAREN (AKA)	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
2 - POLEDNAK, KAREN	
Locations: Parcel #	Municipality
1 - 248.00-1,011.01,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$140,000.00
Mortgagor: COX, EDWARD M JR	Mortgagee: VISIONS FEDERAL CREDIT UNION
2 - COX, KAREN E	
Locations: Parcel #	Municipality
1 - 068.00-1,003.00,000.	LIBERTY TOWNSHIP
Information:	Consideration: \$100,000.00
Mortgagor: MCGRAW, KEVIN T	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - ATLANTIC HOME LOANS INC
Locations: Parcel #	Municipality
1 - 268.06-1,072.00,000.	FOREST CITY 2W
Information:	Consideration: \$78,551.00
Mortgagor: TURANO, MICHAEL C	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - STEARNS LENDING LLC
Locations: Parcel #	Municipality
1 - 268.06-1,018.00,000.	FOREST CITY 2W
Information:	Consideration: \$100,000.00
Mortgagor: HUNSINGER, PATRICIA A	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
2 - HUNSINGER, DEWEY B JR (AKA)	
3 - HUNSINGER, BYRON	
Locations: Parcel #	Municipality
1 - 198.00-1,046.00,000.	DIMOCK TOWNSHIP
Information:	Consideration: \$139,364.00
Mortgagor: KOVALEFSKY, KEITH A	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - KOVALEFSKY, THERESA	
Locations: Parcel #	Municipality
1 - 127.00-1,031.01,000.	NEW MILFORD TOWNSHIP
Information:	Consideration: \$249,000.00
Mortgagor: PISARCIK, KATHRYN M	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - FIRST NATIONAL BANK OF PENNSYLVANIA
2 - PISARCIK, MATTHEW J	
Locations: Parcel #	Municipality
1 - 249.18-1,026.01,000.	FOREST CITY 2W

Information:	Consideration: \$54,791.00
Mortgagor: PERINI, ROBERT JOSEPH	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - JENNINGS, BRENDA	2 - QUICKEN LOANS INC
Locations: Parcel #	Municipality
1 - 240.00-1,020,00,000.	LATHROP TOWNSHIP
Information:	Consideration: \$123,601.00
Mortgagor: BASKIN, ADRIAN C	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - BASKIN, ERYN	2 - STEARNS LENDING LLC
Locations: Parcel #	Municipality
1 - 268.07-6,077,00,000.	FOREST CITY
Information:	Consideration: \$25,000.00
Mortgagor: KUMPAN, MICHAEL L	Mortgagee: VISIONS FEDERAL CREDIT UNION
Locations: Parcel #	Municipality
1 - 026.01-1,035,00,000.	SILVER LAKE TOWNSHIP

DEEDS

Information: 10/23/18	Consideration: \$1.00
Grantor: SANDERSON, SUSANNE S (ESTATE)	Grantee: SANDERSON, ROBERT W
Locations: Parcel #	Municipality
1 - 241.00-2,024,00,000.	LENOX TOWNSHIP
Information:	Consideration: \$26,500.00
Grantor: PEOPLES SECURITY BANK AND TRUST COMPANY	Grantee: PALMER, TAMMY
2 - PEOPLES NEIGHBORHOOD BANK	
Locations: Parcel #	Municipality
1 - 031.19-1,072,01,000.	HALLSTEAD BOROUGH
Information:	Consideration: \$275,000.00
Grantor: KAZMIERCZAK, THEODORE M JR	Grantee: DEWITT, KATHRYN
2 - KAZMIERCZAK, BARBARA C	2 - PHILLIPS, TYLER
Locations: Parcel #	Municipality
1 - 187.00-2,047,02,000.	GIBSON TOWNSHIP
Information: QUIT CLAIM	Consideration: \$500.00
Grantor: JOHNSTON, SUSAN M (AKA)	Grantee: MCNAMARA, ROBERT G JR
2 - HERN, SASHA	
Locations: Parcel #	Municipality
1 - 054.14-3,047,00,000.	SUSQUEHANNA
Information: QUIT CLAIM	Consideration: \$500.00
Grantor: CRONIN, JAMES P	Grantee: MCNAMARA, ROBERT G JR
2 - JOHNSTON, ELIZABETH M (NBM)	
3 - CRONIN, ELIZABETH	
Locations: Parcel #	Municipality
1 - 054.14-3,047,00,000.	SUSQUEHANNA
Information: QUIT CLAIM	Consideration: \$500.00
Grantor: JOHNSTON, JAMES (AKA)	Grantee: MCNAMARA, ROBERT G JR
2 - JOHNSTON, JAMES L	
3 - JOHNSTON, VICKI S	
Locations: Parcel #	Municipality
1 - 054.14-3,047,00,000.	SUSQUEHANNA

Information: QUIT CLAIM	Consideration: \$500.00
Grantor: JOHNSTON, TIMOTHY	Grantee: MCNAMARA, ROBERT G JR
2 - JOHNSTON, KATHLEEN	
Locations: Parcel #	Municipality
1 - 054.14-3,047.00,000.	SUSQUEHANNA
Information:	Consideration: \$10,000.00
Grantor: MCNAMARA, ROBERT JR	Grantee: KANE, KELLI R
2 - MCNAMARA, CAROL	
3 - MCNAMARA, DENNIS	
4 - MCNAMARA, JANE	
5 - MCNAMARA, MAUREEN	
6 - MCNAMARA, ANN	
Locations: Parcel #	Municipality
1 - N/A	SUSQUEHANNA
Information:	Consideration: \$30,000.00
Grantor: MCNAMARA, ROBERT G JR	Grantee: KANE, KELLI R
2 - MCNAMARA, CAROL	
Locations: Parcel #	Municipality
1 - N/A	SUSQUEHANNA
Information:	Consideration: \$285,000.00
Grantor: BELCHER, CHERYL L	Grantee: BELCHER, ERVIN
	2 - BELCHER, LORRAINE
	3 - BELCHER, FRANKLIN GERALD
	4 - BELCHER, JANET S
Locations: Parcel #	Municipality
1 - N/A	CLIFFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: BAIER, SUSAN E	Grantee: BAIER, JONATHAN J
Locations: Parcel #	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$1.00
Grantor: VAIL, EFFIE	Grantee: VAIL, DALE A
Locations: Parcel #	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$1.00
Grantor: VAIL, EFFIE B	Grantee: VAIL, BRUCE JR
Locations: Parcel #	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$50,000.00
Grantor: BALDWIN, FRANK (AKA)	Grantee: MONTROSE BIBLE CONFERENCE
2 - BALDWIN, FRANKLIN G (AKA)	
3 - BALDWIN, FRANKLIN	
4 - BALDWIN, DOROTHY E	
Locations: Parcel #	Municipality
1 - N/A	MONTROSE
Information: INT 6 UNIT 41	Consideration: \$100.00
Grantor: BREMER HOF OWNERS INC	Grantee: SMITH, JAMES M
	2 - SMITH, JEANETTE M
Locations: Parcel #	Municipality
1 - N/A	HERRICK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: HUCK, JOHN M	Grantee: HUCK, MATTHEW D
2 - HUCK, ANNE M	2 - HUCK, JOHN M JR
Locations: Parcel #	Municipality
1 - 034.00-2,013.01,000.	OAKLAND TOWNSHIP

Information:	Consideration: \$1.00
Grantor: REED, JASON (ESTATE AKA)	Grantee: REED, GRETCHEN JOY
2 - REED, JASON MICHAEL (ESTATE)	2 - REED, HAYDEN JAMES (BY CUSTODIAN)
	3 - REED, MADELYN HARLOW (BY CUSTODIAN)
	4 - REED, JAGGER MICHAEL (BY CUSTODIAN)
Locations: Parcel #	Municipality
1 - 183.00-1,076.00,000.	BROOKLYN TOWNSHIP
Information: CORRECTIVE DEED	Consideration: \$1.00
Grantor: ILKU, BAMBI	Grantee: ILKU, BAMBI
Locations: Parcel #	Municipality
1 - 238.00-1,017.00,000.	SPRINGVILLE TOWNSHIP
Information: CORRECTIVE DEED	Consideration: \$1.00
Grantor: ILKU, BAMBI	Grantee: ILKU, BAMBI
Locations: Parcel #	Municipality
1 - 219.00-1,026.00,000.	SPRINGVILLE TOWNSHIP
Information:	Consideration: \$331,000.00
Grantor: HUDOCK, STEPHEN A	Grantee: NEUBERGER, WENDY
2 - HUDOCK, ANNA JANE	
Locations: Parcel #	Municipality
1 - 045.17-1,011.00,000.	SILVER LAKE TOWNSHIP
Information:	Consideration: \$106,000.00
Grantor: BESHARAT, MASSOUD	Grantee: CEBULAR, RAYMOND E
2 - WILBERT, ADAM D (ATTY IN FACT)	
Locations: Parcel #	Municipality
1 - 017.00-1,004.00,000.	HARMONY TOWNSHIP
Information:	Consideration: \$1.00
Grantor: ASTALOS, THERESA	Grantee: ASTALOS, JOSEPH M SR
	2 - ASTALOS, JOYCE D
Locations: Parcel #	Municipality
1 - 094.00-1,017.00,000.	JACKSON TOWNSHIP
Information:	Consideration: \$7,500.00
Grantor: BURMAN, ROGER L (ESTATE)	Grantee: NICKERSON, ROBERT
	2 - NICKERSON, LARENA
Locations: Parcel #	Municipality
1 - N/A	OAKLAND BOROUGH
Information:	Consideration: \$3,756.87
Grantor: HENDRICKSON, MARK A (BY SHERIFF)	Grantee: PENNSYLVANIA HOUSING FINANCE AGENCY
2 - HILTON, AMANDA (BY SHERIFF AKA)	
3 - JOHNSON, AMANDA HILTON (BY SHERIFF)	
Locations: Parcel #	Municipality
1 - 054.07-1,043.00,000.	OAKLAND BOROUGH
Information:	Consideration: \$125,000.00
Grantor: MCGRAW, ERICA (NBM)	Grantee: MCGRAW, KEVIN T
2 - FLAHERTY, ERICA	
Locations: Parcel #	Municipality
1 - 268.06-1,072.00,000.	FOREST CITY 2W
Information:	Consideration: \$1.00
Grantor: BEAVAN, SHIRLEY L	Grantee: STONE, BARBARA J
	2 - KONCAK, SUSAN L
Locations: Parcel #	Municipality
1 - N/A	GREAT BEND TOWNSHIP

Information:
Grantor: MCCLEARY, VICKI
2 - MCCLEARY, JAMES
Locations: Parcel #
1 - 268.06-1,018.00,000.

Consideration: \$80,000.00
Grantee: TURANO, MICHAEL C
2 - LEGG, ANNALISA
Municipality
FOREST CITY 2W

Information:
Grantor: WENTLING, MORRIS E
Locations: Parcel #
1 - 111.14-1,047.01,000.

Consideration: \$10,000.00
Grantee: VANTEGER, BRENT
2 - VANTEGER, LISA E
Municipality
NEW MILFORD TOWNSHIP

Information: CORRECTIVE
Grantor: KOVALEFSKY, KEITH A
2 - KOVALEFSKY, THERESA (AKA)
3 - KOVALEFSKY, THERESE
Locations: Parcel #
1 - 127.00-1,031.01,000.

Consideration: \$1.00
Grantee: KOVALEFSKY, KEITH A
2 - KOVALEFSKY, THERESA
Municipality
NEW MILFORD TOWNSHIP

Information:
Grantor: HORNBECK, ALLAN JR
2 - HORNBECK, MARIE
Locations: Parcel #
1 - 249.18-1,026.01,000.

Consideration: \$249,000.00
Grantee: PISARCIK, MATTHEW J
2 - PISARCIK, KATHRYN M
Municipality
FOREST CITY 2W

Information:
Grantor: SUTTON, SHARON
2 - SUTTON, SHARON L
Locations: Parcel #
1 - 199.00-1,030.00,000.

Consideration: \$1.00
Grantee: TRUMAN, KENNETH J
2 - TRUMAN, SANDI L
Municipality
DIMOCK TOWNSHIP

Information:
Grantor: PHELPS, DENNIS E
2 - FOX, PATRICIA J
Locations: Parcel #
1 - 240.00-1,020.00,000.

Consideration: \$60,000.00
Grantee: PERINI, ROBERT
2 - JENNINGS, BRENDA
Municipality
LATHROP TOWNSHIP

Information:
Grantor: CANNON, KYLE MATTHEW
2 - CANNON, ASHLEY M
Locations: Parcel #
1 - 268.07-6,077.00,000.

Consideration: \$121,000.00
Grantee: BASKIN, ADRIAN C
2 - BASKIN, ERYN
Municipality
FOREST CITY





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Email: baileyd@ptd.net

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