

OFFICIAL LEGAL JOURNAL

OF SUSQUEHANNA COUNTY, PA

34th Judicial District

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CASES REPORTED

Shelly Stanton, Plaintiff
v.
JM Renovations, LLC and Center Street Rentals, LLC, Defendants

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Court of Common Pleas 34th Judicial District:

The Hon. Jason J. Legg
President Judge

The Hon. Kenneth W. Seamans
Senior Judge

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

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Legal Journal of Susquehanna County

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

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

MESSAGE FROM THE SUSQUEHANNA COUNTY BAR ASSOCIATION



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

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

COURT OPINION

Case No. 2012 – 775 CP
SHELLY STANTON, Plaintiff

v.

JM RENOVATIONS, LLC AND CENTER STREET RENTALS, LLC, Defendants

Opinion continued from the April 29, 2016 issue

Likewise, in this case, there is nothing within the contractual agreement that would suggest it is binding upon any successors in title to Mensel. At best, the clear language created a personal, non-assignable lease between Mensel and Stanton to permit the quarrying on the property that Mensel owned. When Mensel no longer owned the real property, the personal agreement between Stanton and Mensel would have no enforceability as to the subsequent purchaser.

Stanton understandably attempts to rely solely upon the Consent for the proposition that the quarry lease is binding upon the subsequent purchaser. The reason for this is clear: the Consent contains language that makes it binding upon subsequent purchasers. (Plf. Ex. 5.) A fair reading of the Consent, however, demonstrates that it relates to placing subsequent purchasers on notice of the right of the Commonwealth (or the mining operator) to reenter the real property for a period of five (5) years after termination of the mining activities for reclamation purposes. (Plf. Ex. 4.)

The Consent does contain a provision that provides that the mining operator “has the right to enter upon and use the land for the purposes of conducting surface mining activities.” (Plf. Ex. 4.) Unlike the provision relating to reclamation activities, however, there is no language to suggest that the mining operator’s right to enter and mine the Property is binding upon a subsequent purchaser. (Plf. Ex. 4.)⁴ Given that there were quarry activities on the real property, it is not in dispute that Stanton had the right to enter the Property for mining purposes. The question is whether the parties intended that Stanton continue to have the right to mine the Property after Mensel sold it. The language in the quarry lease is personal only to Mensel with no

4 There is language at the end of the instrument indicating that it intend to legally bind Mensel’s “heirs, successors and assigns.” (Plf. Ex. 4.) This language, however, only demonstrates that the legal effect of the Consent would be binding upon subsequent purchasers to the extent that it was binding upon Mensel. As noted, the parties plainly intended the quarry lease to be a personal lease – there is no language whatsoever to suggest that it was intended to bind subsequent purchasers. Significantly, the quarry lease was not a form document that DEP required to be filed prior to any permit issuance. The quarry lease was drafted by the parties to reflect their agreement and it was drafted after execution of the Consent. Based upon the plain language of the quarry lease, Mensel intended it to bind only himself – not his heirs, assigns or successors. If the parties had intended the quarry lease to follow any sale of the real property, it would have included language that addressed any transfer of the real property by Mensel or, at a minimum, indicated that it was binding on the heirs, assigns and successors. No such language appeared in the lease. The language in the DEP form Consent does not alter the intent of the parties as manifested in the quarry lease executed subsequent to the filing of the Consent.

indication that Stanton or Mensel intended to bind any subsequent purchasers.

The Consent also provides that it “shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.”⁵ This provision confirms the interpretation that the Consent is intended to solely guarantee the ability to enter the Property for reclamation purposes – not create any contractual right to quarry the Property indefinitely in perpetuity to the mine operator. The Consent recognizes that the parties will be negotiating separately the scope of the mining activities – and the Consent is required by DEP to assure that the Commonwealth has the ability to engage in reclamation activities if necessary. Thus, the operative document relating to the rights and liability between the parties is the quarry lease itself – not the Consent.

As the Court has determined that the language in the quarry lease is clear, there is no need to resort to parole evidence to determine its meaning. Even if the Court were to consider parole evidence, however, there was no evidence presented as to whether the parties intended for the quarry lease to bind any subsequent purchasers. There was no testimony as to the parties’ negotiations concerning any sale of the real property by Mensel and how such a sale would impact upon the parties’ lease agreement. Given that the language in the quarry lease unambiguous refers only to the parties themselves, coupled with the absence of any parole evidence to contradict that intent, the Court finds that the obligations in the quarry lease were personal to Mensel and not binding upon any subsequent purchaser.

2. Duration of Quarry Lease

As an alternate ground, the Court finds that Stanton had terminated the quarry lease prior to JM’s purchase of the Property. The quarry lease does not provide for a specific time period for its duration. The quarry lease attempts to define the duration of the lease with the following language: “the length of this contract shall be for the same time period as allowed on the executed contractual consent of landowner form dated September 9, 2008 and recorded in Susquehanna County Recorder of Deeds Instrument No. 200814606,” (Plf. Ex. 5.) This particular reference to the Consent does not define the duration of the lease as the Consent itself does not have any defined duration – aside from the 5-year reclamation period that does not begin to run until “termination, completion or abandonment of the mining activity,” (Plf. Ex. 4.) Thus, neither the quarry lease nor the Consent provides a defined duration.

A lease will not be construed to create a perpetual term unless the intention is expressed in clear and unequivocal terms. See Leet v. Vinglas, 531 A.2d 17, 21 (1987)(citing Hutchison, 519 at 390 n.5)); Wyoming West School District v. Northwest School District, 695 A.2d 949, 953 (Pa. Super. Ct. 1997). “In general, a contract for an indefinite period will be construed to be for ‘a reasonable time or terminable at will

⁵ The quarry lease was executed after the Consent. After the Consent was signed, the parties entered into the quarry lease to define their respective responsibilities and obligations. The quarry lease had no provision indicating that it was binding upon subsequent purchasers.

unless the intention of the parties can be ascertained.’” Wyeth Pharm., Inc. v. Borough of W. Chester, 126 A.3d 1055, 1064 (Pa. Cmwlth. Ct. 2015) (quoting Major v. Flock Brewing Co., 2 Pa. D. & C.2d 496, 500 (Lycoming Ct. Comm. Pl. 1954)).

Pennsylvania law disfavors perpetual contracts, and unless there is an unequivocal expression in the contract, it would be unreasonable to infer such intent from any party. *Id.*

If the contract was terminable at will, the record supports the conclusion that Stanton had terminated the contract. Stanton ceased all quarry operations on the property in August 2009 – nearly two years prior to JM purchasing the property. Stanton admitted that he was not going to work for Mensel and would not mine the Property if Mensel was involved with Property. Stanton indicated that his decision to terminate mining operation was a result of Mensel having a “personal problem.” Whatever the reason, the record demonstrates that Stanton had made the decision to terminate the mining activities prior to JM purchasing the Property.

Given that there is no specific duration defined in the contract, it may be terminated at will “unless the intention of the parties can be ascertained.” Wyeth Pharmaceuticals, Inc., 126 A.3d at 1064. The record contains no evidence to supplement the ineffectual language in the quarry lease relating to its duration. As such, the quarry lease was terminable at will of either party – and Stanton terminated his quarry operations in August 2009. Given that Stanton had terminated the quarry lease prior to JM purchasing the property, JM could not be subject to the requirements of the terminated quarry lease.

3. Abandonment of Lease

As an additional alternate ground, the Court also finds that Stanton abandoned the quarry lease prior to JM purchasing the property. An intent to abandon a lease “absent some declaration, must be inferred from the acts and conduct of the party alleged to have abandoned.” *See Leet v. Vinglas*, 531 A.2d at 19. In making a determination as to whether a lease was abandoned, the fact finder must consider the nature of the cessation of the mining activity coupled with the lessee’s explanation. *Id.* (quoting MacCurdy v. Lindey, 37 A.2d 514, 516 (Pa. 1944)). The record demonstrates that Stanton briefly mined the quarry in 2009 and paid royalties to Mensel between the dates of April 30, 2009 through August 29, 2009. (Plf. Ex. 6.) During that period of time, Stanton paid Mensel \$6,900 in royalties. Thereafter, no royalties were paid – and no further mining activities occurred. Nearly two years later, JM purchased the property with knowledge that Stanton was no longer actively mining the quarry.

Stanton admitted that he had abandoned the mining activities as a result of Mensel having a “personal problem.” (N.T., Jan. 19, 2016, at 81-82.) John Tosi spoke with Stanton and learned that Stanton would not mine the Property if Mensel was involved. (N.T., Jan. 19, 2016, at 81.) Stanton’s admission demonstrates that he had abandoned the quarry lease in 2009 and that he had no intent to mine the quarry if

Mensel owned the property. Given that the quarry lease was between Stanton and Mensel, Stanton's refusal to work the quarry while Mensel was the owner was an abandonment of the parties' lease agreement. This intent was buttressed not only by Stanton's testimony but the evidence that the quarry was not worked for a period of nearly two years prior to JM's purchase.

III. CONCLUSION

For the reasons set forth herein, Stanton's complaint seeking declaratory relief will be denied.



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.

ESTATE NOTICE

ESTATE OF NANCY ANN JONES AKA NANCY A. JONES AKA NANCY RYAN, LATE OF LATHROP TOWNSHIP, DIED FEBRUARY 23, 2016, EXECUTORS PAUL JONES AND IRIS KUNDLA; DANIELLE M. MULCAHEY, ATTORNEY FOR THE ESTATE, WRIGHT & REIHNER, P.C., 148 ADAMS AVENUE, SCRANTON, PA 18503. NOTICE IS HEREBY GIVEN THAT LETTERS TESTAMENTARY HAVE BEEN GRANTED. ALL PERSONS INDEBTED TO THE SAID ESTATE ARE REQUIRED TO MAKE PAYMENT AND THOSE HAVING CLAIMS OR DEMANDS ARE TO PRESENT THE SAME WITHOUT DELAY TO THE EXECUTORS NAMED.

5/6/2016 • 5/13/2016 • 5/20/2016

EXECUTOR NOTICE

Estate of Frances R. Ely
Late of Bridgewater Township
EXECUTOR
Gerald E. Ely
369 Loomis Road
Montrose, PA 18801
ATTORNEY
Robert J. Hollister, Esq.
Giangrieco Law, PC
P.O. Box 126
Montrose, PA 18801

5/6/2016 • 5/13/2016 • 5/20/2016

EXECUTOR NOTICE

Estate of Alfred Lueck
Late of Auburn Township
EXECUTOR
Jeffrey Wright
420 Diamond Road
Jackson, NJ 08527
ATTORNEY
Zachary D. Morahan
181 Maple Street
Montrose, PA 18801

4/29/2016 • 5/6/2016 • 5/13/2016

EXECUTOR NOTICE

Estate of Helen E. Stevens AKA Helen Eudora Stevens
Late of Auburn Township,
Susquehanna Cty, PA
EXECUTOR
Donald L. Stevens
3704 Harrogate Dr.

Valrico, FL 33596
ATTORNEY
John R. Dean, Esq.
72 Public Ave.
Montrose, PA 18801

4/29/2016 • 5/6/2016 • 5/13/2016

EXECUTRIX NOTICE

Estate of Arletta Sechrist
Late of Forest Lake Township
EXECUTRIX
Cheryl McCollum
20022 SR 267
Montrose, PA 18801
ATTORNEY
Michael J. Giangrieco, Esq.
P.O. Box 126
Montrose, PA 18801

4/29/2016 • 5/6/2016 • 5/13/2016

ESTATE NOTICE

Estate of GERALD C.
HOLBROOK, late of Great Bend,
Susquehanna County, Pennsylvania.
Letters of Testamentary in the
above named estate having been
granted to the undersigned, all
persons indebted to the estate are
requested to make immediate
payment, and those having claims
are directed to present the same
without delay to the undersigned or
his attorney within four (4) months
from the date hereof and to file
with the Clerk of the Court of
Common Pleas of Monroe County,
Orphan's Court Division, a
particular statement of claim, duly
verified by an affidavit setting forth
an address within the county where
notice may be given to claimant.

Julie M. Maginley, Executrix
2 Church St, Apt. #2
Deposit, NY 13754

MICHELLE F. FARLEY, ESQ.
FISHER & FISHER LAW
OFFICES, LLC
P.O. Box 222, Cresco, PA 18326

4/22/2016 • 4/29/2016 • 5/6/2016

ADMINISTRATOR NOTICE

Estate of Myrna E. Lamb
Late of Thompson Township
ADMINISTRATRIX
Erma Lee
18553 SR 171
Susquehanna, PA 18847
ADMINISTRATOR
Lewis M. Lamb
9 Whiting Way
Conklin, NY 13748
ATTORNEY
Myron B. DeWitt
1220 Main Street, P.O. Box 244
Susquehanna, PA 18847

4/22/2016 • 4/29/2016 • 5/6/2016

EXECUTOR NOTICE

Estate of Karen M. DeWitt
Late of Lanesboro Borough
EXECUTOR
Myron B. DeWitt
P.O. Box 244
Susquehanna, PA 18847
ATTORNEY
Myron B. DeWitt
1220 Main Street, P.O. Box 244
Susquehanna, PA 18847

4/22/2016 • 4/29/2016 • 5/6/2016

OTHER NOTICES

NOTICE

NOTICE IS HEREBY GIVEN, pursuant to Provisions of Pennsylvania Business Law, 15 Pa. C.S. §1306, et seq., of forwarding for filing in the Office of the Commonwealth of Pennsylvania, at Harrisburg, Pa., on April 29, 2016, a certificate for the conduct of a business in Susquehanna County, Pennsylvania, under the assumed name, style or designation of THE KICKSTART CAFE, with its principal place of business at 26706 State Route 267, Friendsville, PA 18818, the interested party being Margaret H. Miller, of 3828 Quaker Lake Road, Brackney, PA 18812.

SAM W. LEWIS, ESQUIRE
212 Church Street
Montrose, PA 18801
(570) 278-4075

5/6/2016

NOTICE

NOTICE IS HEREBY GIVEN, pursuant to Provisions of Pennsylvania Business Law, 15 Pa. C.S. §1306, et seq., of forwarding for filing in the Office of the Commonwealth of Pennsylvania, at Harrisburg, Pa., on April 21, 2016, a certificate for the conduct of a business in Susquehanna County, Pennsylvania, under the assumed name, style or designation of OLIGAN'S PUB & GRILL, with

its principal place of business at 23 Southside Lane, Dalton, PA 18414, the interested party being Sarrah Wilcox, of 1950 Sheldon Hill Road, Shillville, PA 18844.

SAM W. LEWIS, ESQUIRE
212 Church Street
Montrose, PA 18801
(570) 278-4075

5/6/2016

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 MAY 24, 2016

IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY, upon Judgment entered therein, there will be exposed to public sale and outcry in the Sheriff's Office, Susquehanna County Courthouse Montrose, Pennsylvania, the following described real estate, to wit:

5-24-2016 10:30 AM

Writ of Execution No.: 2016-213
CP

PROPERTY ADDRESS: 802
Delaware Street

Forest City, Pa 18421

LOCATION: Forest City Borough

Tax ID #: 268.07-2,050.00,000.
IMPROVEMENTS: ONE - 2
STORY WOOD FRAMED
DWELLING
ONE - 12 X 24 WOOD FRAMED
GARAGE
DEFENDANTS: Tatiana Corbo
a/k/a Tatiana Garren a/k/a Tatiana
Vogrin
ATTORNEY FOR PLAINTIFF:
Rebecca Solarz, Esq (215)627-1322

NOTICE

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

interest and claimants that a
Schedule of Distribution will be
filed by the Sheriff no later than 30
days after the sale and that
distribution will be made in
accordance with that Schedule
unless exceptions are filed thereto
within ten (10) days thereafter. Full
amount of bid plus poundage must
be paid on the date of the sale by
4:30 p.m. or deed will not be
acknowledged. For details on
individual Sheriff Sales please go
to:

www.susquehannasheriff.com/sheriffsales.html

Lance M. Benedict,
Susquehanna County Sheriff

4/29/2016 • 5/6/2016 • 5/13/2016

MORTGAGES AND DEEDS

*RECORDED FROM APRIL 21, 2016 TO APRIL 27, 2016
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

MORTGAGES

Information:	Consideration: \$132,050.00
Mortgagor: SHELDON, ADAM L	Mortgagee: NBT BANK
2 - SHELDON, ASHLEY K	
Locations: Parce	Municipality
1 - N/A	GREAT BEND TOWNSHIP
Information:	Consideration: \$55,000.00
Mortgagor: EVANS, DONALD	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
2 - EVANS, LUANN	
Locations: Parce	Municipality
1 - N/A	LATHROP TOWNSHIP
Information:	Consideration: \$354,000.00
Mortgagor: COTTRELL, LEROY JR	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - COTTRELL, MARSHA A	2 - QUICKEN LOANS INC
Locations: Parce	Municipality
1 - N/A	JACKSON TOWNSHIP
Information: COMMERCIAL OPEN-END MTG	Consideration: \$200,000.00
Mortgagor: KAMARAUSKAS, FRANK JR	Mortgagee: COMMUNITY BANK
Locations: Parce	Municipality
1 - N/A	APOLACON TOWNSHIP
Information: COMMERCIAL OPEN-END MTG	Consideration: \$200,000.00
Mortgagor: KAMARAUSKAS, FRANK JR	Mortgagee: COMMUNITY BANK
Locations: Parce	Municipality
1 - N/A	APOLACON TOWNSHIP
Information:	Consideration: \$105,000.00
Mortgagor: ELY, RUSSELL D	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
2 - ELY, SHARON D	
Locations: Parce	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$92,544.00
Mortgagor: LADNER, JAMES L	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - LADNER, MORGAN	2 - SUMMIT MORTGAGE CORPORATON
Locations: Parce	Municipality
1 - N/A	JESSUP TOWNSHIP
Information:	Consideration: \$318,000.00
Mortgagor: URDA, MARK ANTHONY	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - URDA, MELISSA LOUISE	
Locations: Parce	Municipality
1 - N/A	LENOX TOWNSHIP
Information:	Consideration: \$350,000.00
Mortgagor: MACK, DUSTIN WYATT	Mortgagee: NBT BANK
Locations: Parce	Municipality
1 - N/A	BROOKLYN TOWNSHIP

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

Information:	Consideration: \$119,200.00
Mortgagor: HILL, BRYAN DAVID	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - HILL, JULIA MCCAULEY	2 - ALLIED MORTGAGE GROUP INC
Locations: Parce	Municipality
1 - N/A	HERRICK TOWNSHIP
Information:	Consideration: \$68,732.00
Mortgagor: KITTEK, PAUL NELSON	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - QUICKEN LOANS INC
Locations: Parce	Municipality
1 - N/A	NEW MILFORD BOROUGH
Information:	Consideration: \$278,910.00
Mortgagor: HOLLIS, DANIEL P	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - QUICKEN LOANS INC
Locations: Parce	Municipality
1 - N/A	HERRICK TOWNSHIP
Information:	Consideration: \$117,154.00
Mortgagor: CAPRON, SANDRA D	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - FREEDOM MORTGAGE CORPORATION
Locations: Parce	Municipality
1 - N/A	LATHROP TOWNSHIP
Information:	Consideration: \$60,000.00
Mortgagor: BENAQUISTO, CHRIST ANN (AKA) (AKA)	Mortgagee: MANUFACTURERS & TRADERS TRUST COMPANY
2 - ROUNDS, CHRISTY ANN	Municipality
Locations: Parce	LIBERTY TOWNSHIP
1 - N/A	
Information:	Consideration: \$159,300.00
Mortgagor: CASWELL, BRANDY R	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parce	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$25,000.00
Mortgagor: JUMP, JAMES H	Mortgagee: LEE, ROBERT E JR
2 - JUMP, SHANA L	
Locations: Parce	Municipality
1 - N/A	GREAT BEND BOROUGH
Information:	Consideration: \$25,000.00
Mortgagor: DAVIS, EDWARD P	Mortgagee: FIDELITY DEPOSIT & DISCOUNT BANK
2 - DAVIS, ELLEN M	
Locations: Parce	Municipality
1 - N/A	CLIFFORD TOWNSHIP
Information:	Consideration: \$96,800.00
Mortgagor: MCARTHUR, JAMES R	Mortgagee: COMMUNITY BANK
2 - MCARTHUR, PETER J	
Locations: Parce	Municipality
1 - N/A	MONTROSE
Information:	Consideration: \$254,400.00
Mortgagor: FABRIZI, MICHAEL S JR	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - FABRIZI, LIANE M	Municipality
Locations: Parce	HARMONY TOWNSHIP
1 - N/A	

Information:	Consideration: \$254,400.00
Mortgagor: FABRIZI, MICHAEL S JR	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parce	Municipality
1 - N/A	HARMONY TOWNSHIP
2 - N/A	OAKLAND BOROUGH
Information:	Consideration: \$25,000.00
Mortgagor: FABRIZI, MICHAEL S JR	Mortgagee: GRANDE, LORRIE
2 - FABRIZI, LIANE M	
Locations: Parce	Municipality
1 - N/A	HARMONY TOWNSHIP
Information:	Consideration: \$131,700.00
Mortgagor: DEMAN ICOR, JOSEPH J	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - DEMANICOR, CHERIE J	2 - QUICKEN LOANS INC
Locations: Parce	Municipality
1 - N/A	CLIFFORD TOWNSHIP

DEEDS

Information:	Consideration: \$180,380.00	
Grantor: IVA M GAYLORD (ESTATE)	Grantee: BUSCH, KATHY E	
	2 - BUSCH, RONALD L	
Locations: Parce	Municipality	
1 - N/A	JACKSON TOWNSHIP	
Information:	Consideration: \$1.00	Tax Basis: \$0.00
Grantor: HALLSTEAD GREAT BEND AMERICAN LEGION POST 357 HOME AND CLUB ASSOCIATION (AKA)	Grantee: HALLSTEAD GREAT BEND AMERICAN LEGION POST 357 INC	
2 - HALLSTEAD GREAT BEND POST 357 OF THE AMERICAN LEGION HOME AND CLUB ASSOCIATION		
Locations: Parce	Municipality	
1 - N/A	GREAT BEND TOWNSHIP	
Information:	Consideration: \$139,000.00	
Grantor: SIENKO, ANDREW FREDERICK JR	Grantee: SHELDON, ADAM LLOYD	
2 - SIENKO, TRACI	2 - SHELDON, ASHLEY KARIN	
Locations: Parce	Municipality	
1 - N/A	GREAT BEND TOWNSHIP	
Information:	Consideration: \$1,000.00	
Grantor: BENSON, SANDRA B	Grantee: BENSON, SANDRA B	
	2 - BENSON, GERALD F	
Locations: Parce	Municipality	
1 - N/A	LANESBORO BOROUGH	
Information:	Consideration: \$1,000.00	
Grantor: BENSON, SANDRA B	Grantee: BENSON, SANDRA B	
	2 - BENSON, GERALD F	
Locations: Parce	Municipality	
1 - N/A	LANESBORO BOROUGH	
Information: BY TRUSTEES	Consideration: \$1.00	Tax Basis:
Grantor: CASTROGIOVANNI, ALICE JEAN	Grantee: CASTROGIOVANNI, JOHN (TRUST)	
	2 - CASTROVANNI, ALICE JEAN (TRUST)	
Locations: Parce	Municipality	
1 - N/A	BRIDGEWATER TOWNSHIP	

Information: BY TRUSTEES	Consideration: \$1.00	Tax Basis:
Grantor: CASTROGIOVANNI, ALICE JEAN	Grantee: CASTROGIOVANNI, JOHN (TRUST) 2 - CASTROGIOVANNI, ALICE JEAN (TRUST)	
Locations: Parce 1 - N/A	Municipality BRIDGEWATER TOWNSHIP	
Information:	Consideration: \$10.00	
Grantor: MCGAVIN, LISA (FKA) (FKA) 2 - BOWERS, LISA	Grantee: FREESTAR ENERGY GROUP	
Locations: Parce 1 - N/A	Municipality AUBURN TOWNSHIP	
Information:	Consideration: \$95,000.00	
Grantor: ELEANOR R CHURCHILL (ESTATE)	Grantee: OWENS, WILLIAM 2 - OWENS, MACHELLE	
Locations: Parce 1 - N/A	Municipality CLIFFORD TOWNSHIP	
Information:	Consideration: \$1.00	
Grantor: COLMAN JR, SAMUEL	Grantee: COLMAN JR, SAMUEL 2 - COLMAN JR, CLAUDIA ANNE	
Locations: Parce 1 - N/A	Municipality SILVER LAKE TOWNSHIP	
Information:	Consideration: \$2,861.12	Tax Basis:
Grantor: GARDNER-YORN, HOLLY (ESTATE BY SHERIFF AKA) 2 - YORN, HOLLY GARDNER (ESTATE BY SHERIFF)	Grantee: DEUTSCHE BANK NATIONAL TRUST CO 2 - LONG BEACH MORTGAGE LOAN TRUST 2004-1	
Locations: Parce 1 - N/A	Municipality FOREST CITY	
Information:	Consideration: \$175,000.00	
Grantor: YELENOVSKY, CHARLES (ESTATE AKA) 2 - YELENOVSKY, CHARLES W (ESTATE)	Grantee: OLIVER, DENNIS 2 - OLIVER, CONNIE	
Locations: Parce 1 - N/A	Municipality SPRINGVILLE TOWNSHIP	
Information:	Consideration: \$1.00	
Grantor: SMALES, R DONALD 2 - SMALES, FAYNE I	Grantee: SMALES, R DONALD 2 - SMALES, FAYNE I 3 - SMALES, DANIEL 4 - SMALES, DENISE 5 - AINEY, DONNA	
Locations: Parce 1 - N/A	Municipality SPRINGVILLE TOWNSHIP	
Information:	Consideration: \$90,000.00	
Grantor: VAN LENTEN, ANN	Grantee: LADNER, JAMES L 2 - LADNER, MORGAN C	
Locations: Parce 1 - N/A	Municipality JESSUP TOWNSHIP	
Information:	Consideration: \$1.00	
Grantor: POLOVITCH, DEBORAH (AKA) 2 - POLOVITCH, DEBBIE L	Grantee: POLOVITCH, DEBORAH (AKA) 2 - POLOVITCH, DEBBIE L 3 - POLOVITCH, KAREN J	
Locations: Parce 1 - N/A	Municipality LATHROP TOWNSHIP	

Information:	Consideration: \$1.00
Grantor: BARBER, JAMES W	Grantee: URDA, MARK ANTHONY
2 - BARBER, JEAN R	2 - URDA, MELISSA LOUISE
3 - CURNOW, RUTH BARBER (FKN)	
4 - BARBER, RUTH M	
Locations: Parce	Municipality
1 - N/A	LENOX TOWNSHIP
Information:	Consideration: \$149,000.00
Grantor: KELLY, DANIEL J	Grantee: HILL, BRYAN DAVID
	2 - HILL, JULIA MCCAULEY
Locations: Parce	Municipality
1 - N/A	HERRICK TOWNSHIP
Information:	Consideration: \$58,500.00
Grantor: GAUGHAN, TIMOTHY D	Grantee: JOHNSON, DEBORAH J
2 - GAUGHAN, KELLY J	
Locations: Parce	Municipality
1 - N/A	HALLSTEAD BOROUGH
Information: SPECIAL WARRANTY DEED	Consideration: \$33,500.00
Grantor: SERVICE LINK LLC	Grantee: DOLAN, MEGAN
2 - CITIMORTGAGE INC (SBM)	
3 - CITIFINANCIAL MORTGAGE COMPANY INC	
Locations: Parce	Municipality
1 - N/A	GREAT BEND TOWNSHIP
Information:	Consideration: \$70,000.00
Grantor: POMOQUIZA, JUAN LOJA	Grantee: KITTEK, PAUL NELSON
2 - ZUMBA, MANUELA PULLA	
Locations: Parce	Municipality
1 - N/A	NEW MILFORD BOROUGH
Information:	Consideration: \$100,000.00
Grantor: DUNNETT, THOMAS BRUCE (ESTATE AKA)	Grantee: HOWELL, GEORGE DALE
2 - DUNNETT, THOMAS B (ESTATE AKA)	
3 - DUNNETT, THOMAS (ESTATE)	
4 - MARSH, LYNN	
5 - MARSH, DANA	
6 - PILKINGTON, LISA	
7 - DUNNETT, BRUCE	
8 - DUNNETT, JODI	
9 - DUNNETT, VALERIE	
10 - DUNNETT, MARK	
11 - DUNNETT, SUZETTE R	
Locations: Parce	Municipality
1 - N/A	FOREST LAKE TOWNSHIP
Information:	Consideration: \$1.00
Grantor: URDA, MICHAEL	Grantee: ZANTOWSKI, CARL JOSEPH
2 - URDA, DIANE	2 - ZANTOWSKI, TESSA MARIE
Locations: Parce	Municipality
1 - N/A	HERRICK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: URDA, MICHAEL	Grantee: URDA, MICHAEL
2 - URDA, DIANE	2 - URDA, DIANE
Locations: Parce	Municipality
1 - N/A	HERRICK TOWNSHIP

Information:	Consideration: \$1.00
Grantor: WILLE, CHERYL H 2 - HEFELE, TIMOTHY	Grantee: HEFELE, JOSEPH E (TRUST)
Locations: Parce 1 - N/A	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: WASILESKI, CHESTER	Grantee: SOMAT ENTERPRISES INC
Locations: Parce 1 - N/A	Municipality CLIFFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: SCHMITT, RICHARD R (TRUST)	Grantee: SCHMITT, RICHARD R 2 - SCHMITT, SUSAN G
Locations: Parce 1 - N/A	Municipality GIBSON TOWNSHIP
Information:	Consideration: \$28,000.00
Grantor: LEE, ROBERT E JR	Grantee: JUMP, JAMES H 2 - JUMP, SHANA L
Locations: Parce 1 - N/A	Municipality GREAT BEND BOROUGH
Information:	Consideration: \$1.00
Grantor: MYERS, DELORES C (ESTATE)	Grantee: D 'AGOSTINO , KATHLEEN 2 - DELUCA, JOHN 3 - DELUCA, THOMAS
Locations: Parce 1 - N/A	Municipality NEW MILFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: WHITE, BETTY JEAN (TRUST BY TRUSTEE) 2 - WHITE, RICHARD C (TRUST BY TRUSTEE)	Grantee: WHITE, RONALD CLAYTON
Locations: Parce 1 - N/A	Municipality AUBURN TOWNSHIP
Information: SUB-SURFACE MINERAL DEED	Consideration: \$1.00
Grantor: HUF, THOMAS (ESTATE) 2 - HUF, ELAINE (ESTATE)	Grantee: SCHMIDT, WANDA C 2 - CORNELL, ROBERT C
Locations: Parce 1 - N/A	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: BREWSTER, J NICHOLAS 2 - BREWSTER, MEGHAN L	Grantee: CHARON, LEIGH S
Locations: Parce 1 - N/A	Municipality SILVER LAKE TOWNSHIP
Information:	Consideration: \$1.00
Grantor: SALKO, SUSAN 2 - SALKO, JOSEPH J 3 - SALKO, JOSEPH 4 - SALKO, THOMAS 5 - SALKO, MATTHEW 6 - SALKO, MARY SUE	Grantee: M & M REAL-ESTATE (TRUST)
Locations: Parce 1 - N/A	Municipality CLIFFORD TOWNSHIP
Information:	Consideration: \$270,000.00
Grantor: GRANDE, JAMES E (ESTATE) 2 - GRANDE, LORRIE	Grantee: FABRIZI, MICHAEL S JR 2 - FABRIZI, LIANE M
Locations: Parce 1 - N/A	Municipality HARMONY TOWNSHIP

Information: CORRECTIVE
Grantor: SLATER, AMY L

Consideration: \$1.00
Grantee: COTTRELL, CATHY D (FKA)
2 - SLATER, CATHY
3 - COTTRELL, EARL E SR

Locations: Parce
1 - N/A

Municipality
LIBERTY TOWNSHIP

Information:
Grantor: FANNIE MAE (AKA)
2 - FEDERAL NATIONAL MORTGAGE ASSOCIATION

Consideration: \$17,500.00
Grantee: HORTMAN, TIMOTHY

Locations: Parce
1 - N/A

Municipality
HOP BOTTOM BOROUGH

Information:
Grantor: HOME AMERICA LLC
HOME AMERICA FUND II LP

Consideration: \$17,863.49

Grantee:

Locations: Parce
1 - N/A

Municipality
FOREST CITY



SUSQUEHANNA COUNTY BAR ASSOCIATION

Susquehanna County LEGAL JOURNAL

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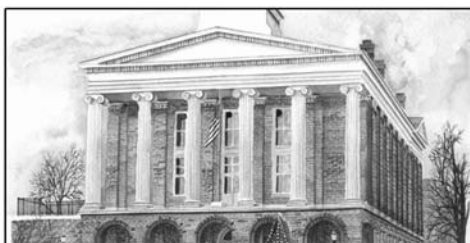
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