

OFFICIAL LEGAL JOURNAL OF SUSQUEHANNA COUNTY, PA

34th Judicial District

Vol. 3 ★ November 30, 2018 ★ Montrose, PA ★ No. 35



IN THIS ISSUE

| | |
|--------------------------------|----|
| COURT OPINION, PT. 2 | 4 |
| LEGAL NOTICES | 8 |
| MORTGAGES & DEEDS | 10 |

CASES REPORTED

Sepco Inc. d/b/a Servpro of Binghamton East, Servpro of Binghamton West,
Servpro of Broome County and Servpro of Tompkins & Tioga Counties, Plaintiff
v.
Virginia O'Hara, 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
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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

No. 2015-1065 CP

**SEPCO INC. d/b/a SERVPRO OF BINGHAMTON EAST,
SERVPRO OF BINGHAMTON WEST, SERVPRO OF BROOME COCUTY
AND SERVPRO OF TOMPKINS & TIOGA COUNTIES
Plaintiff**

v.

VIRGINIA O'HARA, Defendant

Opinion continued from the November 23, 2018 issue

IV. Discussion

A. O'Hara's counterclaims in her new matter are barred by the statute of limitations contained in the contract

Servpro asserts that pursuant to the language contained in the written contract between the parties, O'Hara had 60 days after Servpro completed the cleaning and restoration services to provide written notice of any faulty performance, nonperformance or breach of the contract for services. There is no dispute that O'Hara failed to provide the contractual notice. Instead, O'Hara filed her counterclaim more than two and a half years after service was completed. Servpro further asserts that pursuant to the terms of the contract, O'Hara had one year after she knew or should have known of any cause of action but failed to file her lawsuit for nearly two and a half years after she began complaining about Servpro's alleged faulty performance. O'Hara contends that: (1) the statutory statute of limitations for contractual claims is four years and the sixty days' notice and one-year limitations period in the contract are void as unreasonable; (2) the provision shortening the statute of limitations is void as unconscionable; and (3) any statute of limitations was tolled because O'Hara's response to the claim with new matter occurred within six months of the filing of Servpro's claim on September 29, 2015.

In Pennsylvania, a breach of contract claim has a statute of limitations of four years. 42 Pa.C.S.A. § 5525(a)(8).³ However, Section 5501 provides for contractual shortening of that limitations period, stating that an action must be commenced within the statute of limitations "unless, in the case of a civil action or proceeding, ... a shorter time which is not manifestly unreasonable is prescribed by written agreement." 42 Pa.C.S.A. § 5501(a).

³ Section 5525(a)(8) provides that "[a]n action upon a contract ... founded upon a writing ... must be commenced within four years."

Thus, Pennsylvania law allows for a reduction of the applicable statute of limitations by agreement of the parties if the contractual provisions are not unreasonable. See Hahnemann Univ. Hosp. v. All Shore, Inc., 514 F.3d 300, 306 (3d Cir. 2008)(finding that Pennsylvania law allows for a contractual modification of the ordinary statute of limitations if the modification is not manifestly unreasonable); Lyons v. Nationwide Insurance Co., 567 A.2d 1100, 1102 (Pa. Super. Ct. 1989)(stating that contractual provision limiting the time for filing a suit on an insurance contract is valid if the shorter time is reasonable).

In cases involving contractual provisions which shorten the four-year statutory limitations period, the courts have upheld both a one-year limitations period and a six months limitations period. See Lardas v. Underwriters Ins. Co., 231 A.2d 740, 741 (Pa. 1967)(holding that a one year suit limitations clause “is valid and reasonable”); Holtby v. Zane, 180 A. 674 (Pa.1908)(finding six-months limitation on bringing suit by homeowner in a contractor’s performance contract was reasonable); PSC Info Grp. v. Lason, Inc., 681 F. Supp. 2d 577, 588 (E.D. Pa. 2010)(contractual limitations periods of six months are not manifestly unreasonable and are therefore enforceable against the parties to a service contract); Smith v. American Equity Ins. Co., 235 F.Supp.2d 410, 412 (E.D. Pa. 2002) (holding that one year contractual limitations on action on homeowner’s insurance policy was not manifestly unreasonable); McElhiney v. Allstate Ins. Co., 33 F.Supp.2d 405, 406 (E.D.Pa.1999)(holding one year contractual statute of limitations valid).

The service contract between Servpro and O’Hara contains a provision which shortens the statutory four-year limitations period for breach of contract to one year by plainly providing that any action O’Hara has against Servpro for breach of contract must be brought within a year of O’Hara’s learning of the breach. The one-year limitations period is not manifestly unreasonable in a service contract. See Lardas, 231 A.2d at 741; Smith, 235 F.Supp.2d at 412; McElhiney, 33 F.Supp.2d at 406.⁴ O’Hara began complaining to employees of Servpro regarding the quality of the cleaning performed and personal property items allegedly damaged by Servpro as early as January 2015. (Pl.’s S.J. Mot. Exs. E, F.) Nevertheless, O’Hara did not file her claim for breach of contract and negligence until July 28, 2017, when she filed her Answer to Servpro’s complaint with her new matter and counterclaim. The terms of the Servpro contract provide that all claims must be brought within one year of the time when the client first becomes aware of any breach of contract. Given that O’Hara was complaining of alleged contractual breaches in January 2015, the record demonstrates that she was aware of these claims at

⁴ O’Hara contends that the courts have determined that a contractual limitations period of one year is reasonable only where the claims have involved insurance. While many of the recent court decisions involve claims against insurance providers, the United States District Court for the Middle District of Pennsylvania in PSC Info Grp. applied § 5501 to a service contract between a debt collection firm and a documents processing company. The court determined that a contractual six-month limitations clause was not manifestly unreasonable and was therefore enforceable. PSC Info. Grp., 681 F.Supp.2d at 588. Moreover, the plain statutory language of § 5501 specifically allows for contracting parties to shorten the limitations period provided that the shortened period is not “manifestly unreasonable.” The Pennsylvania Supreme Court noted a shortened one year contractual limitation period “has long been recognized” as “valid and reasonable.” Lardas, 231 A.2d at 741.

that time. Under the parties contract, she had one year to file suit. O'Hara did not file her claim until July 2018. Given that no issue of material fact exists as to the untimeliness of O'Hara's counterclaim, Servpro's motion for summary judgment will be granted.

B. Unconscionability of provision shortening the statute of limitations

O'Hara also contends that the contractual provision providing for the shortened one-year limitation period is an adhesion provision that is unconscionable and invalid. "An adhesion contract is defined as a 'standard form contract prepared by one party, to be signed by the party in a weaker position, [usually] a consumer, who has little choice about the terms.'" Huegel v. Mifflin Construction Co., 796 A.2d 350, 357 (Pa. Super. Ct. 2002). However, just because a contract is one of adhesion does not make it unconscionable and unenforceable as a matter of law. Salley v. Option One Mortg. Corp., 925 A.2d 115, 127 (Pa. 2007). Whether a contract or any of the provisions are unconscionable is a question of law for the court to determine. 13 Pa.C.S. § 2302; Bishop v. Washington, 480 A.2d 1088, 1094 (Pa. Super. Ct. 1984).

In order for a court to find a contractual provision to be unconscionable, it must determine both that the contractual terms are unreasonably favorable to the drafter and that there is no meaningful choice on the part of the other party regarding acceptance of the provisions. Harris v. Green Tree Fin. Corp., 183 F.3d 173, 181 (3d Cir. 1999). In evaluating claims of unconscionability, courts identify two categories: (1) procedural unconscionability (unfair surprise) and (2) substantive unconscionability. Id. Procedural unconscionability refers specifically to the process by which a provision in an agreement is reached and the form of the agreement, including the use of fine print and convoluted or unclear language. Zimmer v. CooperNeff Advisors, Inc., 523 F.3d 224, 228 (3d Cir. 2008). Procedural unconscionability "involves, for example, 'material, risk-shifting' contractual terms which 'are not typically expected by the party who is being asked to [agree] to them' and 'often appear[] in the boilerplate of a printed form.'" Harris, 183 F.3d at 181; see Germantown Mfg. Co. v. Rawlinson, 58, 491 A.2d 138, 147 (Pa. Super. Ct. 1985) (explaining that "[t]he conspicuousness of the print as well as the character of the document should be considered"). To establish substantive unconscionability, it must be shown that the terms are "unreasonably favorable to the drafter and that the other party had no meaningful choice but to accept those terms." Romero v. Allstate Ins. Co., 52 F. Supp. 3d 715, 730 (E.D. Pa. 2014); Harris, 183 F.3d at 181 ("[S]ubstantive unconscionability refers to contractual terms that are unreasonably or grossly favorable to one side and to which the disfavored party does not assent."). Notably, both procedural and substantial aspects must be present for a contract to be deemed unconscionable. Metalized Ceramics for Elecs., Inc. v. Nat'l Ammonia Co., 663 A.2d 762, 767 (Pa. Super. Ct. 1995); Romero v. Allstate Ins. Co., 52 F. Supp. 3d 715, 730 (E.D. Pa. 2014) (holding that unconscionability requires a showing of both procedural unconscionability, or unfairness in the bargaining process, and substantive unconscionability, or unfairness in the contract itself.)

While the contract between O'Hara and Servpro is an adhesion contract, the provision shortening the statute of limitations does not meet the unconscionability requirements. The clause shortening the limitations period is not comprised of tiny-print

in the midst of boilerplate language but instead is set off with capital letters on the “Terms and Conditions” page of the contract which also provides direction to “READ CAREFULLY.” Thus, the provision is conspicuous and not hidden so as to cause “unfair surprise” to the consumer. Moreover, the record contains no suggestion that O’Hara was not free to “walk away” and seek cleaning services with another company. Given that the clause shortening the statutory limitations period is set-off with capital letters and is comprised of language that is clear and understandable, with no unusual or unexpected terms or conditions that would prove difficult to understand, there is no evidence that this shortened limitations clause was procedurally unconscionable. *See Bishop*, 480 A.2d at 195 (finding that language of contract clause limiting liability coverage must be clear and precise to prevent unfair surprise).

As for the provision being substantively unconscionable, while the provision shortens the limitations time for filing of any claim against Servpro, it does not take away O’Hara’s right to file a claim. “[A] provision limiting the time to bring a claim or provide notice of such a claim to the defendant is not necessarily unfair or otherwise unconscionable [but] the time period designated by the agreement must ... be reasonable.” *Nino v. Jewelry Exchange, Inc.*, 609 F.3d 191, 202 (3rd Cir. 2010)(citing *Alexander v. Anthony Intern., L.P.*, 341 F.3d 256, 266 (3rd Cir. 2003)); *Soltani v. W. & S. Life Ins. Co.*, 258 F.3d 1038, 1043 (9th Cir. 2001)(holding that a six-month limitation provision is not substantively unconscionable). As discussed earlier, the one-year limitations period is not unreasonable. Because the contract provision shortening the limitations period to one year is neither procedurally nor substantively unconscionable and does not take away any of O’Hara’s rights to actually file a claim, the record does not support O’Hara’s claim that the shortened limitations period provision is unconscionable and invalid.

V. Conclusion

Viewing all facts in a light most favorable to O’Hara, the record establishes that there are no material facts in dispute as to the untimeliness of O’Hara’s counterclaim.⁵ For these reasons, Servpro’s motion for summary judgment will be granted.



⁵ O’Hara also contends that because Servpro filed its claim for breach of contract in September 2015, this tolled the statute of limitations on the filing of her counterclaim because she then had time to file an answer to Servpro’s claim, including a counterclaim. Even where the plaintiff has filed a claim late in the statute of limitations period, any counterclaim “must be raised within the time allotted for an action under the appropriate statute of limitations.” *Harmer v. Hulsey*, 467 A.2d 867, 869 (Pa. Super. Ct. 1983)(reasoning that “[a] cause of action raised as a counterclaim may be potentially as stale as a cause of action asserted in an original complaint The purpose of any statute of limitations is to expedite litigation and thus discourage delay and the presentation of stale claims which may greatly prejudice the defense of such claims.”); *see also Gumienik v. Lund*, 314 F. Supp. 749, 751 (W.D. Pa. 1970)(finding that “the general rule in Pennsylvania [is] that a cause of action which would be barred as an original action, because of the statute of limitations, may not be asserted as a counterclaim after the expiration of the statutory period”). O’Hara’s argument is without merit as there was no tolling of the one-year statute of limitations in which to file her counterclaim.

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 Lynn Gumaer, deceased, of 384 Brushville Road, New Milford, Susquehanna County, Pennsylvania, who died October 22, 2018.

Letters Testamentary have been granted to Bonne Travis, Executrix, who requests all persons having claims against the estate of the decedent to make known the same, and all persons indebted to the decedent to make payments, without delay, to:

Bonne Travis
c/o Francis X. O'Connor, Esquire
PO Box 591, 236 Main Street
Great Bend, PA 18821
570.879.2534

11/30/2018 • 12/7/2018 • 12/14/2018

ESTATE NOTICE

Estate of Lynn Gumaer, deceased, of 384 Brushville Road, New Milford, Susquehanna County, Pennsylvania, who died October 22, 2018.

Letters Testamentary have been granted to Bonne Travis, Executrix, who requests all persons having claims against the estate of the decedent to make known the same, and all persons indebted to the decedent to make payments, without delay, to:

Bonne Travis
c/o Francis X. O'Connor, Esquire
PO Box 591, 236 Main Street
Great Bend, PA 18821
570.879.2534

11/16/2018 • 11/23/2018 • 11/30/2018

**LEGAL AD
EXECUTRIX'S NOTICE**

Letters Testamentary on the Estate of Leila I. Pauswinski aka Leila J. Pauswinski aka Leila Johnson Pauswinski, who died on November 5, 2018, 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

Brenda L. Korty, Executrix
663 Old Country Road
Montrose, PA 18801

Date: November 7, 2018

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

11/16/2018 • 11/23/2018 • 11/30/2018

**ESTATE NOTICE
ESTATE OF
STEVEN R. HERMAN**

ESTATE NOTICE ESTATE OF STEVEN R. HERMAN, late of Hop Bottom, Susquehanna County, PA (October 21, 2017). Notice is hereby given that Letters of Administration on the above Estate have been granted to Christopher S. Herman. All persons indebted to the said estate are required to make payment and those having claims are required to present the same without delay to the Administrator named above to the following address 2259 State Route 547, Kingsley, PA 18826.

11/16/2018 • 11/23/2018 • 11/30/2018

MORTGAGES AND DEEDS

*RECORDED FROM NOVEMBER 13, 2018 TO NOVEMBER 20, 2018
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

MORTGAGES

| | |
|--|--|
| Information: | Consideration: \$118,270.00 |
| Mortgagor: BENNETT, AUSTIN | Mortgagee: NBT BANK |
| Locations: Parcel # | Municipality |
| 1 - 124.15-2,025.00,000. | MONTROSE |
| Information: | Consideration: \$77,150.00 |
| Mortgagor: OBRIEN, TRAVIS | Mortgagee: WELLS FARGO BANK |
| Locations: Parcel # | Municipality |
| 1 - 268.06-2,022.00,000. | FOREST CITY |
| Information: | Consideration: \$190,000.00 |
| Mortgagor: JOHNSON, SCOTT D | Mortgagee: TIOGA STATE BANK |
| 2 - JOHNSON, MARYBETH | |
| Locations: Parcel # | Municipality |
| 1 - 023.00-2,014.00,000. | CHOCONUT TOWNSHIP |
| Information: | Consideration: \$140,507.00 |
| Mortgagor: STEFFENS, KEITH | Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC |
| | 2 - SUMMIT MORTGATE CORPORATION |
| Locations: Parcel # | Municipality |
| 1 - 050.07-1,014.00,000. | HALLSTEAD BOROUGH |
| Information: | Consideration: \$21,000.00 |
| Mortgagor: BURTS, LEE JR | Mortgagee: TIOGA STATE BANK |
| 2 - BURTS, CHRISTINE LYNN | |
| Locations: Parcel # | Municipality |
| 1 - 102.00-1,078.00,000. | FOREST LAKE TOWNSHIP |
| Information: | Consideration: \$179,000.00 |
| Mortgagor: CLAYTON, CRISTINE | Mortgagee: CLAYTON, ROBERT |
| 2 - KARAKASH, JOHN M | 2 - CLAYTON, MARY ANN |
| Locations: Parcel # | Municipality |
| 1 - N/A | FRANKLIN TOWNSHIP |
| Information: | Consideration: \$102,600.00 |
| Mortgagor: CRYSTELLA PROPERTIES LLC | Mortgagee: WAYNE BANK |
| Locations: Parcel # | Municipality |
| 1 - 179.04-1,044.00,000. | DIMOCK TOWNSHIP |
| Information: | Consideration: \$145,000.00 |
| Mortgagor: MCCLAIN, STACEY L | Mortgagee: CITIZENS & NORTHERN BANK |
| Locations: Parcel # | Municipality |
| 1 - 183.00-1,080.00,000. | BROOKLYN TOWNSHIP |
| 2 - 183.00-1,080.00,001. BROOKLYN TOWNSHIP | |
| 3 - 183.00-1,080.00,002. BROOKLYN TOWNSHIP | |
| Information: | Consideration: \$114,921.00 |
| Mortgagor: ADAMS, JOSHUA R | Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC |
| | 2 - QUICKEN LOANS INC |
| Locations: Parcel # | Municipality |
| 1 - 162.00-2,012.01,000. | DIMOCK TOWNSHIP |

| | |
|--------------------------------------|--|
| Information: | Consideration: \$131,000.00 |
| Mortgagor: FLYNN, JOHN P | Mortgagee: NBT BANK |
| 2 - FLYNN, SHANNON L | |
| Locations: Parcel # | Municipality |
| 1 - 248.00-1,020.10,000. | CLIFFORD TOWNSHIP |
| Information: | Consideration: \$272,500.00 |
| Mortgagor: JAYKO, JAMES | Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC |
| 2 - JAYKO, AMY | 2 - HOMESTEAD FUNDING CORP |
| Locations: Parcel # | Municipality |
| 1 - 026.16-1,033.00,000. | SILVER LAKE TOWNSHIP |
| Information: | Consideration: \$50,000.00 |
| Mortgagor: SILFEE, LEON | Mortgagee: NET FEDERAL CREDIT UNION |
| Locations: Parcel # | Municipality |
| 1 - 208.00-2,001.00,000. | HERRICK TOWNSHIP 2 - 208.00-2,031.00,000. HERRICK TOWNSHIP |
| TOWNSHIP | |
| Information: | Consideration: \$260,000.00 |
| Mortgagor: TURNER, TRAVIS (AKA) | Mortgagee: HONESDALE NATIONAL BANK |
| 2 - TURNER, TRAVIS NORMAN (AKA) | |
| 3 - TURNER, TRAVIS N | |
| Locations: Parcel # | Municipality |
| 1 - 027.00-1,016.00,000. | SILVER LAKE TOWNSHIP |
| Information: | Consideration: \$133,400.00 |
| Mortgagor: WARNER, REBECCA S | Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA |
| Locations: Parcel # | Municipality |
| 1 - 107.03-1,018.01,000. | BRIDGEWATER TOWNSHIP |
| Information: | Consideration: \$25,000.00 |
| Mortgagor: REYNOLDS, GRIFFIN N | Mortgagee: PS BANK |
| 2 - REYNOLDS, RENE | |
| Locations: Parcel # | Municipality |
| 1 - 245.00-2,054.00,000. | CLIFFORD TOWNSHIP |
| Information: | Consideration: \$36,000.00 |
| Mortgagor: SHERIFF, MARK A | Mortgagee: GHS FEDERAL CREDIT UNION |
| Locations: Parcel # | Municipality |
| 1 - 054.11-1,021.00,000. | OAKLAND BOROUGH |
| Information: | Consideration: \$121,000.00 |
| Mortgagor: WESTGATE, CHARLES A | Mortgagee: NBT BANK |
| 2 - WESTGATE, STEPHANIE A | |
| Locations: Parcel # | Municipality |
| 1 - 171.00-2,007.01,000. | HERRICK TOWNSHIP |
| Information: | Consideration: \$69,600.00 |
| Mortgagor: PINCH, CHAD | Mortgagee: HONESDALE NATIONAL BANK |
| Locations: Parcel # | Municipality |
| 1 - 153.00-1,112.00,000. | ARARAT TOWNSHIP |
| Information: | Consideration: \$150,000.00 |
| Mortgagor: SNIEGOS, RAYMOND S | Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA |
| Locations: Parcel # | Municipality |
| 1 - 104.00-1,049.00,000. | BRIDGEWATER TOWNSHIP |
| Information: | Consideration: \$70,400.00 |
| Mortgagor: HARCAR, CHRISTOPHER DAVID | Mortgagee: HARCAR, ALBERT J JR |
| 2 - HARCAR, AMI LOUISE | 2 - HARCAR, JACQUELINE P |
| Locations: Parcel # | Municipality |
| 1 - 056.00-1,023.00,000. | HARMONY TOWNSHIP |

| | |
|-------------------------------|---|
| Information: | Consideration: \$83,000.00 |
| Mortgagor: SCHMIDT, SETH K | Mortgagee: COMMUNITY BANK |
| Locations: Parcel # | Municipality |
| 1 - 147.00-2,046.00,000. | HARFORD TOWNSHIP |
| Information: | Consideration: \$32,000.00 |
| Mortgagor: KOZLIKHIN, STEPHEN | Mortgagee: HONESDALE NATIONAL BANK |
| 2 - GALINA, FIRUZA | |
| Locations: Parcel # | Municipality |
| 1 - 249.19-2,018.00,000. | FOREST CITY 2W |
| Information: | Consideration: \$112,406.00 |
| Mortgagor: STONE, JAMIE | Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC |
| 2 - WADE, ROBERT | 2 - STEARNS LENDING LLC |
| 3 - WADE, JACKIE | |
| Locations: Parcel # | Municipality |
| 1 - 038.00-1,010.00,000. | HARMONY TOWNSHIP |
| Information: | Consideration: \$190,400.00 |
| Mortgagor: CHESNUT, CODY D | Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC |
| 2 - CHESNUT, KRISTINA | 2 - PS BANK |
| Locations: Parcel # | Municipality |
| 1 - 190.00-1,029.00,000. | HERRICK TOWNSHIP |
| Information: | Consideration: \$35,000.00 |
| Mortgagor: BROWN, ERIC M | Mortgagee: COMMUNITY BANK |
| Locations: Parcel # | Municipality |
| 1 - 232.00-1,020.00,000. | AUBURN TOWNSHIP |

DEEDS

| | |
|---------------------------------------|--------------------------------------|
| Information: | Consideration: \$1.00 |
| Grantor: HOLTSMaster, THOMAS PATRICK | Grantee: HOLTSMaster, THOMAS PATRICK |
| 2 - HOLTSMaster, ROSILENE | 2 - HOLTSMaster, JACOB THOMAS |
| Locations: Parcel # | Municipality |
| 1 - 183.00-1,048.00,000. | BROOKLYN TOWNSHIP |
| Information: | Consideration: \$1.00 |
| Grantor: STONE, RONALD LEE | Grantee: KUENZLI, DORIS E |
| Locations: Parcel # | Municipality |
| 1 - N/A | OAKLAND BOROUGH |
| Information: | Consideration: \$100,000.00 |
| Grantor: HESS, PETER A (ESTATE) | Grantee: HAREL, LAURA |
| Locations: Parcel # | Municipality |
| 1 - 065.07-1,003.00,000. | SILVER LAKE TOWNSHIP |
| Information: | Consideration: \$117,100.00 |
| Grantor: WARNER, JAMES D | Grantee: BENNETT, AUSTIN C |
| 2 - WARNER, CELIA ANN | |
| Locations: Parcel # | Municipality |
| 1 - 124.15-2,025.00,000. | MONTROSE |
| Information: | Consideration: \$1.00 |
| Grantor: DRISCOLE, RICHARD H (ESTATE) | Grantee: DRISCOLE, JOHN J |
| | 2 - DRISCOLE, HOWARD P |
| Locations: Parcel # | Municipality |
| 1 - 022.00-1,041.00,000. | APOLACON TOWNSHIP |

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| Information: | Consideration: \$39,500.00 |
| Grantor: GOLWITZER, COURTNEY | Grantee: EHRIE, THOMAS R |
| 2 - ERCEG, GUY A | 2 - EHRIE, JENNIFER ROBIN |
| Locations: Parcel # | Municipality |
| 1 - 031.19-2,007.00,000. | HALLSTEAD BOROUGH |
| Information: | Consideration: \$61,000.00 |
| Grantor: OVERHOLTZER, JOHN P | Grantee: WOOD, DOUGLAS L JR |
| 2 - OVERHOLTZER, GEORGIA C | 2 - WOOD, GAY M |
| Locations: Parcel # | Municipality |
| 1 - N/A | JACKSON TOWNSHIP |
| Information: INT 42 UNIT 24 | Consideration: \$100.00 |
| Grantor: CAST, JANET M | Grantee: BREMER HOF OWNERS INC |
| 2 - WHITE, JASON EDWARD | |
| Locations: Parcel # | Municipality |
| 1 - N/A | HERRICK TOWNSHIP |
| Information: | Consideration: \$143,100.00 |
| Grantor: HARRIS, JEAN E | Grantee: STEFFENS, KEITH |
| Locations: Parcel # | Municipality |
| 1 - 050.07-1,014.00,000. | HALLSTEAD BOROUGH |
| Information: | Consideration: \$50,000.00 |
| Grantor: ENOS, CAROLYN JONES | Grantee: VJC HOLDINGS III LLC |
| Locations: Parcel # | Municipality |
| 1 - N/A | MIDDLETOWN TOWNSHIP |
| Information: | Consideration: \$1.00 |
| Grantor: CARLEY, RAYMOND G | Grantee: WHITMORE, KATHLEEN A |
| 2 - CARLEY, EVELYN J | |
| Locations: Parcel # | Municipality |
| 1 - N/A | SILVER LAKE TOWNSHIP |
| Information: | Consideration: \$1.00 |
| Grantor: KIPAR, DAVID R | Grantee: KIPAR, PATRICK KURT |
| 2 - KIPAR, SUSAN | |
| Locations: Parcel # | Municipality |
| 1 - N/A | AUBURN TOWNSHIP |
| Information: | Consideration: \$180,000.00 |
| Grantor: CLAYTON, ROBERT | Grantee: CLAYTON, CRISTINE |
| 2 - CLAYTON, MARY ANN | 2 - KARAKASH, JOHN M |
| Locations: Parcel # | Municipality |
| 1 - N/A | FRANKLIN TOWNSHIP |
| Information: | Consideration: \$127.90 |
| Grantor: KEENE, ROBERT J | Grantee: KEENE, GERALD F |
| 2 - KEENE, SANDRA K | 2 - KEENE, SUSAN |
| 3 - KEENE, GERALD F | |
| 4 - KEENE, SUSAN R | |
| 5 - KEENE, ROBERT J (TRUST BY TRUSTEE) | |
| 6 - KEENE, SANDRA K (TRUST BY TRUSTEE) | |
| 7 - KEENE FAMILY LLC | |
| Locations: Parcel # | Municipality |
| 1 - 148.00-1,019.00,000. | NEW MILFORD TOWNSHIP |

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| Information: | Consideration: \$0.00 |
| Grantor: HOLGASH, STEPHEN JR 2 - HOLGASH, CHRISTINE L (AKA) 3 - HOLGASH, CHRISTINE (NKA) 4 - CIARAVINO, CHRISTINE | Grantee: HOLGASH, STEPHEN F 2 - HOLGASH, KRISTOPHER S |
| Locations: Parcel # 1 - 025.03-1,029.00,000. | Municipality SILVER LAKE TOWNSHIP 2 - 025.03-1,033.00,000. |
| SILVER LAKE TOWNSHIP | |
| Information: | Consideration: \$1.00 |
| Grantor: HOLGASH, STEPHEN F | Grantee: HOLGASH, STEPHEN F 2 - HOLGASH, KRISTOPHER S |
| Locations: Parcel # 1 - N/A | Municipality SILVER LAKE TOWNSHIP |
| Information: | Consideration: \$1.00 |
| Grantor: FREY, DORIS E | Grantee: FREY, DORIS E (TRUST) |
| Locations: Parcel # 1 - 130.00-1,012.00,000. | Municipality NEW MILFORD TOWNSHIP |
| Information: CORRECTIVE DEED | Consideration: \$42,500.00 |
| Grantor: LEWIS, WILLIAM R 2 - LEWIS, DEBORAH M | Grantee: KANE, FRANK P JR 2 - KANE, LORI M |
| Locations: Parcel # 1 - 126.06-1,027.01,000. | Municipality BRIDGEWATER TOWNSHIP |
| Information: | Consideration: \$40,000.00 |
| Grantor: MONGELLI, JOSEPH A (ESTATE) | Grantee: INGLESBY, EDWARD 2 - INGLESBY, CATHERINE |
| Locations: Parcel # 1 - 036.00-1,031.00,000. | Municipality HARMONY TOWNSHIP |
| Information: | Consideration: \$300.00 |
| Grantor: STELLA, ALBERT A (ESTATE AKA) 2 - STELLA, ALBERT ALEXANDER (ESTATE AKA) 3 - STELLA, A ALEXANDER (ESTATE) | Grantee: LAKE, VINCENT |
| Locations: Parcel # 1 - 054.15-2,023.00,000. | Municipality SUSQUEHANNA |
| Information: | Consideration: \$1.00 |
| Grantor: FLYNN, JOHN P 2 - FLYNN, SHANNON L | Grantee: FLYNN, JOHN P 2 - FLYNN, SHANNON L |
| Locations: Parcel # 1 - 248.00-1,020.10,000. | Municipality CLIFFORD TOWNSHIP |
| Information: | Consideration: \$545,000.00 |
| Grantor: DEMTRAK, CHRISTOPHER S 2 - DEMTRAK, CAROLYN D | Grantee: JAYKO, JAMES 2 - KUCEK, AMY |
| Locations: Parcel # 1 - 026.16-1,033.00,000. | Municipality SILVER LAKE TOWNSHIP |
| Information: | Consideration: \$1.00 |
| Grantor: ZECH, JODI L | Grantee: HANYON, GARY R |
| Locations: Parcel # 1 - 222.10-1,020.00,000. | Municipality HOP BOTTOM BOROUGH |
| Information: CORRECTION | Consideration: \$1.00 |
| Grantor: COREY, ORSON E 2 - COREY, BONNIE L | Grantee: COREY, ORSON E |
| Locations: Parcel # 1 - 230.00-1,004.00,000. | Municipality UNIONDALE BOROUGH |

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| Information: | Consideration: \$1.00 |
| Grantor: WEST, LISA E | Grantee: WEST, JEFFREY J |
| Locations: Parcel # | Municipality |
| 1 - N/A | SILVER LAKE TOWNSHIP |
| Information: | Consideration: \$1.00 |
| Grantor: GROOVER, MIKE | Grantee: ROCKWELL, TERRY |
| 2 - KOCAC, ELENA | 2 - ROCKWELL, WANDA |
| Locations: Parcel # | Municipality |
| 1 - 054.14-2,005.00,000. | SUSQUEHANNA |
| Information: | Consideration: \$1.00 |
| Grantor: HINDS, ALLYN T | Grantee: HINDS, STEVEN T |
| 2 - HINDS, JANET A | 2 - HINDS, MICHELE L |
| Locations: Parcel # | Municipality |
| 1 - 124.14-3,063.00,000. | MONTROSE |
| Information: | Consideration: \$360,000.00 |
| Grantor: TURNER, HAROLD N | Grantee: TURNER, TRAVIS |
| 2 - TURNER, BRENDA | |
| Locations: Parcel # | Municipality |
| 1 - 027.00-1,016.00,000. | SILVER LAKE TOWNSHIP |
| Information: | Consideration: \$1,028.14 |
| Grantor: SHINN, GERARD E (BY SHERIFF) | Grantee: FEDERAL NATIONAL MORTGAGE ASSOCIATION (AKA) |
| | 2 - FANNIE MAE |
| Locations: Parcel # | Municipality |
| 1 - 227.00-1,031.02,000. | CLIFFORD TOWNSHIP |
| Information: | Consideration: \$1.00 |
| Grantor: LADUCA, SALVATORE | Grantee: LADUCA, SALVATORE |
| 2 - LADUCA, KAREN S | 2 - LADUCA, KAREN S |
| Locations: Parcel # | Municipality |
| 1 - 268.07-5,030.00,000. | FOREST CITY |
| Information: | Consideration: \$1,097.54 |
| Grantor: DAVIS, CAROL A (BY SHERIFF AKA) | Grantee: WELLS FARGO BANK |
| 2 - DAVIS, CAROL (BY SHERIFF) | |
| 3 - DAVIS, SCOTT M (BY SHERIFF) | |
| Locations: Parcel # | Municipality |
| 1 - 189.00-1,053.00,000. | GIBSON TOWNSHIP |
| Information: | Consideration: \$87,000.00 |
| Grantor: NAGELE, CHARLES A (AKA) | Grantee: PINCH, CHAD |
| 2 - NAGELE, CHARLES J (AKA) | |
| 3 - NAGELE, CHARLES A JR (AKA) | |
| 4 - NAGELE, CHARLES ADAM | |
| 5 - NAGELE, PATRICIA M | |
| Locations: Parcel # | Municipality |
| 1 - 153.00-1,112.00,000. | ARARAT TOWNSHIP |
| Information: | Consideration: \$1.00 |
| Grantor: FAGAN, ROBERT R | Grantee: DELIO, MICHAEL |
| 2 - FAGAN, JULIA A | 2 - DELIO, LOIS A |
| Locations: Parcel # | Municipality |
| 1 - N/A | LIBERTY TOWNSHIP |
| Information: | Consideration: \$70,400.00 |
| Grantor: BROWN, FERN | Grantee: HARCAR, CHRISTOPHER DAVID |
| | 2 - HARCAR, AMI LOUISE |
| Locations: Parcel # | Municipality |
| 1 - 056.00-1,023.00,000. | HARMONY TOWNSHIP |

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| Information: | Consideration: \$1.00 |
| Grantor: DELIO, MICHAEL | Grantee: FAGAN, ROBERT R |
| 2 - DELIO, LOIS A | 2 - FAGAN, JULIA A |
| Locations: Parcel # | Municipality |
| 1 - N/A | LIBERTY TOWNSHIP |
| Information: | Consideration: \$213,000.00 |
| Grantor: SCHMIDT, LISA | Grantee: SCHMIDT, SETH K |
| 2 - SCHMIDT, KENNETH H | |
| Locations: Parcel # | Municipality |
| 1 - 147.00-2,046.00,000. | HARFORD TOWNSHIP |
| Information: | Consideration: \$1.00 |
| Grantor: HARRINGTON, ALVERNON A (TRUST) | Grantee: HARRINGTON, ALVERNON A |
| Locations: Parcel # | Municipality |
| 1 - N/A | RUSH TOWNSHIP |
| Information: | Consideration: \$40,000.00 |
| Grantor: KERSAVAGE, PAUL J | Grantee: KOZLIKHIN, STEPHEN |
| | 2 - GALINA, FIRUZA |
| Locations: Parcel # | Municipality |
| 1 - 249.19-2,018.00,000. | FOREST CITY 2W |
| Information: | Consideration: \$1.00 |
| Grantor: OFALT, MARY JANE | Grantee: OFALT, JANICE |
| 2 - OFALT, JOHN | |
| Locations: Parcel # | Municipality |
| 1 - 150.12-1,001.00,000. | GIBSON TOWNSHIP |
| Information: OIL GAS & MINERAL | Consideration: \$1.00 |
| Grantor: JANKOWSKI, ARTHUR J JR (AKA) | Grantee: JANKOWSKI, GLEN ERIC |
| 2 - JANKOWSKI, ARTHUR J | 2 - JANKOWSKI, LAURA L |
| 3 - JANKOWSKI, SANDRA F | |
| Locations: Parcel # | Municipality |
| 1 - 205.00-1,013.00,000. | HARFORD TOWNSHIP |
| Information: | Consideration: \$1.00 |
| Grantor: HENRY, JAMES (AKA) | Grantee: HENRY, CARLENE BOZZO (NKA) |
| 2 - HENRY, JAMES B | 2 - BOZZO, CARLENE A |
| Locations: Parcel # | Municipality |
| 1 - 255.08-1,021.00,000. | SPRINGVILLE TOWNSHIP |
| Information: | Consideration: \$114,480.00 |
| Grantor: BAILEY, JOYCE M (NBM) | Grantee: WADE, ROBERT |
| 2 - DEPAOLA, JOYCE M | 2 - WADE, JACKIE |
| 3 - DEPAOLA, MICHAEL A | 3 - STONE, JAMIE |
| Locations: Parcel # | Municipality |
| 1 - 038.00-1,010.00,000. | HARMONY TOWNSHIP |
| Information: CORRECTION | Consideration: \$188,500.00 |
| Grantor: LITTLE POTTER RECREATION CLUB LLC (AKA) | Grantee: MOONEY, PATRICK M |
| 2 - LITTLE POTTER RECREATIONAL CLUB LLC | 2 - MOONEY, JENNIFER M |
| Locations: Parcel # | Municipality |
| 1 - 045.00-1,054.00,000. | SILVER LAKE TOWNSHIP |
| Information: | Consideration: \$1.00 |
| Grantor: GRAVES, TINA M | Grantee: GRAVES, JOHN T |
| | 2 - GRAVES, SABRINA |
| Locations: Parcel # | Municipality |
| 1 - 054.13-1,006.00,000. | SUSQUEHANNA |

Information:
 Grantor: FORTUNER, ANDREW (ESTATE BY SHERIFF)
 Locations: Parcel #
 1 - 249.19-2,005.00,000.

Information:
 Grantor: DRILL, ROBERT H III
 2 - DRILL, KATHLEEN A
 3 - DRILL, ROBERT H JR
 Locations: Parcel #
 1 - N/A

Information:
 Grantor: SHERMAN, JOHN
 Locations: Parcel #
 1 - 190.00-1,029.00,000.

Consideration: \$3,845.99
 Grantee: US BANK NATIONAL ASSOCIATION
 Municipality
 FOREST CITY 2W

Consideration: \$5.00
 Grantee: SCHURTER, JANICE
 2 - SCHURTER, LANCE

Municipality
 HERRICK TOWNSHIP

Consideration: \$238,000.00
 Grantee: CHESNUT, CODY D
 2 - CHESNUT, KRISTINA

Municipality
 HERRICK TOWNSHIP



SUSQUEHANNA COUNTY BAR ASSOCIATION



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