

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

34th Judicial District

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**CASES REPORTED**

Osprey Portfolio, LLC, Plaintiff,  
vs.  
Marie Moran, individually, and as heir to Paul F. Moran, Sr., and  
James Russell and Patricia Russell, 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  
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## 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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Linda LaBarbara, Esq.

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Anthony J. Conarton

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Susan Jennings

Susquehanna County Courthouse — 105 Maple Street, Montrose, PA 18801 ★ 570.278.4600

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

## COURT OPINION

IN THE COURT OF COMMON PLEAS OF  
SUSQUEHANNA COUNTY, PENNSYLVANIA

<b>OSPREY PORTFOLIO, LLC,</b>	:	
<b>Plaintiff,</b>	:	
	:	
<b>vs.</b>	:	
	:	
<b>MARIE MORAN, individually, and :</b>	:	
<b>as heir to Paul F. Moran, Sr.,</b>	:	<b>No. 2016-831 C.P.</b>
<b>and</b>	:	
<b>JAMES RUSSELL and</b>	:	
<b>PATRICIA RUSSELL,</b>	:	
<b>Defendants.</b>	:	

OPINION IN SUPPORT OF MARCH 21, 2017 ORDER PURSUANT  
TO PENNSYLVANIA RULE OF APPELLATE PROCEDURE 1925(a)**I. Statement of Facts**

On December 18, 2014, plaintiff Osprey Portfolio, LLC, (hereinafter referred to as Osprey) filed a mortgage foreclose action against defendants Marie Moran, individually and as an heir to Paul F. Moran, Sr., and James Russell and Patricia Russell. The foreclosure complaint related to a 0.33 acre parcel of real property in Little Meadows Borough, Susquehanna County. (Plf. Cmp., ¶ 6.)<sup>1</sup> The foreclosure complaint contended that the subject real property had been encumbered by a 1994 mortgage and alleged that the amount of \$27,754.05 was due and owing. (Plf. Cmp., ¶ 15.)

The subject real property was acquired by defendant Marie Moran by a deed dated November 28, 1975, recorded in Susquehanna County Deed Book 365, at page 810. (Plf. S.J. Br., Ex. 8.) In that deed, the grantor, A. Maurine Hickey, a widow, conveyed the property to “Paul F. Moran, Sr. and Marie Moran, his wife, and Paul F. Moran, Jr., . . . as joint tenants with the full right of survivorship and not as tenants in common.” (*Id.*). In that particular conveyance, the real property was described as a “lane” and the grantor

<sup>1</sup> The Court refers extensively in this supplemental opinion to the pleadings, motions and exhibits submitted in the mortgage foreclosure action filed under Susquehanna County docket number 2014-1496. Based upon the grant of summary judgment relating to a 50% interest in the real property, Osprey filed a writ of execution under docket number 2016-831 C.P. The order staying the Sheriff Sale pending resolution of the Russells’ adverse possession claim, which Osprey has appealed, is filed under docket number 2016-831 C.P. Osprey filed its concise statement of matters complained of on appeal to docket number 2015-1494 C.P., which was plainly a typographical error as no such docket number exists in Susquehanna County.

contended ownership had been obtained through adverse possession. (*Id.*) Thereafter, on December 4, 1978, by deed recorded in Susquehanna County Deed Book 383, at page 574, William J. Lemon and Helen A. Lemon, his wife, conveyed the same property to “Paul F. Moran, Sr. and Marie Moran, his wife, and Paul F. Moran, Jr., . . . as joint tenants with full right of survivorship and not as tenants in common.” (Plf. S.J. Br., Ex. 9.) The purpose of this deed was to confirm the right to the “lane” as set forth in the prior 1975 deed from grantor Hickey. (*Id.*)

On September 23, 1994, a mortgage in the amount of \$10,000 was purportedly executed by Paul F. Moran, Sr., defendant Marie Moran and Paul F. Moran, Jr. (Plf. S.J. Mot., Ex. B.)<sup>2</sup> The mortgage encumbered the subject real property. (Plf. S.J. Mot., Ex. B.) On October 5, 1994, the mortgage was recorded in the Susquehanna County Recorder’s Office at Mortgage Book 372, at page 1115. (Plf. S.J. Mot., Ex. B.) The signatures on the mortgage were notarized by notary public Nancy J. Devine. (Plf. S.J. Mot., Ex. B.) This mortgage was later assigned to plaintiff Osprey Portfolio, LLC. (Plf. S.J. Mot., Ex. C.)

On July 16, 2002, Paul F. Moran, Jr., and Nancy Moran, his wife, conveyed their interest in the subject real property to Paul F. Moran, Sr. and defendant Marie Moran, his wife, by deed recorded in Susquehanna County in Deed Book 577, at page 310. (Plf. S.J. Br., Ex. 11.) Then, on November 10, 2010, Paul F. Moran, Sr., and defendant Marie Moran, his wife, executed a deed to themselves to the subject real property which is recorded to Susquehanna County Instrument Number 201021776. (Plf. S.J. Br., Ex. 12.) The deed indicated that Paul F. Moran, Sr., and Marie Moran owned the real property as “tenants by the entirety.” (*Id.*) The record fails to disclose the purpose of this particular deed as it did nothing more than confirm the ownership of the real property that had been established in the prior deeds.

On November 16, 2011, defendant Marie Moran entered into a consentable line agreement with her neighbors, defendants James and Patricia Russell (hereinafter referred to as the Russells). (Plf. Cmp., Ex. D.) The Russells involvement in this litigation arises from the consentable line agreement as a small portion of the real property (0.14 acres) was either recognized as being real property that the Russells had acquired through adverse possession or was conveyed gratuitously by Moran to the Russells for no reason whatsoever.

As to the Russells, in response to this mortgage foreclosure action, there is no dispute that they never signed any mortgage relative to this real property. On January 5, 2015, the Russells filed an answer that contained a counterclaim in “quiet title” alleging

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2 There was a separate note executed in connection with this mortgage, but the note was only executed by Paul F. Moran, Jr. and Nancy Moran. (Plf. Cmp., Ex. A.) There is no dispute that defendant Marie Moran never executed the Note. A mortgage foreclosure action is an *in rem* proceeding. See *Insilco Corp. v. Rayburn*, 543 A.2d 120, 123 (Pa. Super. Ct. 1988). “The sole purpose of a judgment obtained through mortgage foreclosure is to affect a judicial sale of the mortgaged real estate, and the judgment obtained in mortgage foreclosure is only *in rem*.” *Id.* (citations omitted). Thus, plaintiff has not proceeded on any theory of personal liability under the Note; rather, plaintiff has proceeded *in rem* against the property under the mortgage itself.

that their interest in the real property was not secured by any mortgage. On January 26, 2015, Osprey filed preliminary objections to the counterclaim contending that any interest acquired by the Russells through the consentable line agreement would be junior to Osprey's mortgage lien that was acquired in 1994. On February 11, 2015, in response to the preliminary objections, the Russells again asserted that the real estate for which they had an interest was never subject to the mortgage.<sup>3</sup> On April 21, 2015, this Court, through Senior Judge Linda Wallach Miller, sustained Osprey's preliminary objection and struck the Russells' counterclaim for quiet title with prejudice. As this litigation proceeded, the Russells have simply been bystanders as the only question presented was whether Marie Moran signed the mortgage document.

Defendant Marie Moran (hereinafter referred to as Moran) has denied that she executed the 1994 mortgage. (Def. Ans., ¶ 5.) Moran submitted a personal affidavit contending that she never signed the mortgage nor did she authorize anyone to sign it on her behalf. (Def. S.J. Ans., Ex. 1.) Moran also submitted an affidavit from her son, Paul F. Moran, Jr., who asserts that his mother did not sign the mortgage or authorize anyone to sign it on her behalf. (Def. S.J. Ans., Ex. 2.) Moran also submitted various examples of her signature and a handwriting exemplar to demonstrate that the signature on the mortgage differs from her actual signature. (Def. S.J. Ans., Exs. 3 through 8.) In response, Osprey submitted an affidavit from the notary public, Nancy Devine, which provides: "On September 23, 1994, I notarized the signatures of Paul F. Moran, Sr., Marie Moran, and Paul F. Moran, Jr. set forth the [sic] Mortgage, Assignment of Leases and Security Agreement attached hereto as Exhibit A (the "Mortgage)." (Plf. S.J. Mot., Ex. 3.).

Osprey filed for summary judgment contending that there was no issue of material fact regarding the execution of the mortgage. The Court granted the summary judgment motion as to 50% of the interest in the real property, i.e., the interest attributable to Paul F. Moran, Jr. and Nancy Moran.<sup>4</sup> As to the remaining 50% interest, the Court determined that a material issue of fact existed as to whether Marie Moran had actually signed the mortgage.

As to the Russells, the Court provided the following analysis as it related to the

3 Admittedly, the Russells' pleadings are difficult to decipher except as to the fact that they continued to contend that the Russells' interest in the real property was not subject to the mortgage. The Russells maintained that Marie Moran never signed the mortgage and this appeared to be the basis upon which they were seeking a counterclaim in quiet title. The Russells never specifically alleged any claim to the real property by adverse possession in the counterclaim. On April 20, 2017, the Russells filed a separate complaint in quiet title to Susquehanna County docket number 2017-490 C.P., which alleges that the Russells had acquired title to their portion of the subject real property by adverse possession. The complaint alleges that the Russells "acquired title to the subject parcel by their actual, hostile, open, notorious, continuous and uninterrupted possession thereof since February 16, 1966." James Russell and Patricia Russell v. Marie Moran and Osprey Portfolio, LLC, No. 2017-490 C.P., Complaint ¶ 4.

4 In making this determination, the Court found that if Paul F. Moran, Jr. had unilaterally signed the mortgage without Marie Moran signing the mortgage, then Paul F. Moran, Jr., severed the parties' joint tenancy with the right of survivorship and created a tenancy in common with respect to ownership of the real property. The Court noted in its opinion that if Marie Moran had signed the mortgage with her son, then no severance of the joint tenancy would have occurred. As such, this

present mortgage foreclosure action:

The Russell defendants essentially have the same liability, if any, as Moran because they took their interest in the real property through the consentable line agreement with Moran. As noted before, the liability relates to the property itself, not the Russell defendants personally. At this point, the record demonstrates that there is not genuine issue of material fact relating to a valid mortgage lien on a 50% interest in the real property. As such, summary judgment will be granted against the Russell defendants as well in connection with this 50% interest.

*Osprey Portfolio, LLC v. Moran*, slip op., at 9 n.5 (June 3, 2016). As to the remaining 50% interest in the real property, the Court has scheduled a judge trial to determine whether or not Maria Moran executed the mortgage.

On November 29, 2016, the Court entered an order scheduling a judge trial for February 27, 2017. On February 22, 2017, Osprey filed an “emergency” motion seeking a continuance of the judge trial based upon its concern that Marie Moran did not plan on appearing for the judge trial. On February 23, 2017, the Court granted the “emergency” motion, established a schedule for filing motions *in limine* relative to the use of Marie Moran’s deposition testimony in the event that she failed to appear for trial, and scheduled argument on the motions *in limine* for April 27, 2017. The Court also continued the judge trial to June 2, 2017.

Osprey filed a motion *in limine* seeking to preclude the use of the deposition testimony of Marie Moran in the event that Marie Moran failed to appear at the trial. Thereafter, at the April 27, 2017 argument on Osprey’s motion *in limine*, it was represented to the Court that Marie Moran intended upon being present and testifying at the judge trial. As such, the motion *in limine* was dismissed as moot.

Despite the fact that the litigation was still pending as to whether the remaining 50% interest in the real property had a valid mortgage upon it, Osprey proceeded with execution on the 50% interest for which summary judgment was granted.<sup>5</sup> On August

court noted that at a minimum Osprey had a valid mortgage lien on 50% of the real property as represented by the interest of Paul F. Moran, Jr. As to whether a lien existed on the remaining 50% interest, this determination will depend upon the results of a judge trial as to whether Marie Moran actually signed the mortgage document.

5 When the court granted summary judgment as to a mortgage on the 50% interest in the real property previously owned by Paul F. Moran, Jr. and Nancy Moran, that order did not constitute a final order in this case. See *K.H. v. J.R.*, 826 A.2d 863, 869 (Pa. 2003) (“Thus, in an action involving multiple defendants, and in the absence of an express determination by the trial court under Rule 341(c), an order granting summary judgment as to one party is treated as appealable as of right only after the disposition of the claims involving the remaining parties.”). This court made no determination under Pennsylvania Rule of Appellate Procedure 341(c) that the order granting partial summary judgment as to only a 50% interest in the real property was a final order. Pa.R.A.P. 341(c) (“In the absence of such a determination and entry of a final order, any order or other form of decision that adjudicates fewer than all the claims and parties shall not constitute a final order.”). Despite the absence of a final order, Osprey has moved forward with this execution proceeding before Moran or the Russells have even received the right to file an appeal to the order upon which Osprey’s execution is based.

25, 2016, Osprey filed for a writ of execution, and a Sheriff's Sale was scheduled for January 10, 2017 at 10:30 a.m. On January 6, 2017, the Russells filed a petition for stay of the writ of execution pursuant to Pennsylvania Rule of Civil Procedure 3183. The Russells contended that they had acquired title through adverse possession to a portion of the subject real property prior to the execution of the mortgage in 1994. On January 9, 2017, the Court stayed the January 10, 2017 Sheriff Sale and scheduled argument for February 7, 2017, which was later continued to March 21, 2017. After an argument on the petition seeking a stay of the Sheriff Sale, the Court granted the stay to allow the Russells to pursue their adverse possession claim as to the portion of the real property for which they were asserting they had acquired ownership prior to 1994. The Russells were directed to file their adverse possession complaint within 30 days and they have now complied with that directive. Osprey has appealed the stay of the Sheriff Sale and this opinion is submitted in order to comply with Pennsylvania Rule of Civil Procedure 1925(a).

*The Court Opinion will be continued in the next issue.*



**LEGAL NOTICES**

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

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**ESTATE NOTICES**

*Notice is hereby given that, in the estate of the decedents set forth below, the Register of Wills, has granted letters testamentary or of administration to the persons named. All persons having claims or demands against said estates are requested to present the same without delay and all persons indebted to said estates are requested to make immediate payment to the executors or administrators or their attorneys named below.*

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**NOTICE**

IN THE ESTATE OF **RITA FLYNN**, late of the TOWNSHIP OF FOREST LAKE, County of Susquehanna, Pennsylvania, Letters Testamentary in the above Estate having been granted to the undersigned, all persons indebted to said Estate are requested to make prompt payment and all having claims against said Estate will present them without delay to:

**MARGARET ANN JONES,**  
Executrix  
**2124 Ford Road**  
**Endicott, NY 13760**

**OR**

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

**5/19/2017 • 5/26/2017 • 6/2/2017**

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**ADMINISTRATOR NOTICE**

Estate of Charles P. Gibbons  
Late of Bridgewater Township  
**ADMINISTRATOR**  
Brian Gibbons  
7443 SR 29  
Springville, PA 18844  
**ATTORNEY**  
Sam W. Lewis  
212 Church Street  
Montrose, PA 18801

**5/19/2017 • 5/26/2017 • 6/2/2017**

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**ADMINISTRATOR NOTICE**

Estate of Darrin P. Green  
Late of Silver Lake Township  
**ADMINISTRATOR**  
Jean Green  
596 Kennedy Road  
Brackney, PA 18812  
**ATTORNEY**  
Zachary D. Morahan, Esq.  
Montrose, PA 18801

**5/19/2017 • 5/26/2017 • 6/2/2017**

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**EXECUTOR NOTICE**

Estate of Carol Elizabeth Rafferty  
AKA Carol E. Rafferty  
Late of Franklin Township  
**EXECUTOR**  
Bruce P. Leach, Jr.  
161 Verstreet Drive  
Rochester, NY 14616  
**ATTORNEY**  
Robert J. Hollister, Esq.

Giangrieco Law, PC  
P.O. Box 126  
Montrose, PA 18801

5/19/2017 • 5/26/2017 • 6/2/2017

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### **EXECUTRIX NOTICE**

Estate of Ray O. Hardic  
Late of Rush Township  
EXECUTRIX  
Karen Vargason  
2724 Moore Hill Road  
Nichols, NY 13812  
ATTORNEY  
Michael J. Giangrieco, Esquire  
Giangrieco Law, PC  
P.O. Box 126  
Montrose, PA 18801

5/19/2017 • 5/26/2017 • 6/2/2017

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### **NOTICE**

In the Estate of Theodore  
Donovan, deceased, late of New  
Milford Borough, Susquehanna  
County, Pennsylvania.

Letters of Administration in the  
above estate having been issued to  
Thomas Donovan, all persons  
indebted to the said estate are  
requested to make payment; those  
having claims to present the same  
without delay to:

Thomas Donovan  
4123 Old Route 1  
Hallstead, PA 18822

OR

Michael J. Gathany  
Attorney at Law  
PO Box 953

Hallstead, PA 18822

5/19/2017 • 5/26/2017 • 6/2/2017

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### **ADMINISTRATOR NOTICE**

Estate of Anna May Kruemberg  
Late of Bridgewater Township  
ADMINISTRATOR  
Jude J. Carlini  
230 Dean Street  
Owego, NY 13827  
ATTORNEY  
Susan L. English, Esq.  
Coughlin & Gerhart, LLP  
21-23 Public Ave.  
Montrose, PA 18801

5/12/2017 • 5/19/2017 • 5/26/2017

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### **EXECUTRIX NOTICE**

Estate of John V. Begley  
Late of Clifford Township  
EXECUTRIX  
Georgia M. Begley  
285 Wildenberg Rd.  
Clifford Twp., PA 18470

5/12/2017 • 5/19/2017 • 5/26/2017

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### **ESTATE NOTICE**

Notice is hereby given that, in the  
estate of the decedent set forth  
below, the Register of Wills has  
granted Letters Testamentary to the  
persons named. All persons having  
claims or demands against said  
estate are requested to make known  
the same, and all persons indebted  
to said estate are requested to make  
payment without delay to the or  
their attorney named below:

Estate of **Alton G. Arnold, a/k/a**

**Alton Garfield Arnold**, Deceased,  
late of Jessup Township,  
Susquehanna County, Pennsylvania.

**Co-Executrixes:**

**Jane Arnold**  
**Cindy Frick**  
c/o Cordes Law LLC  
27 South State Street  
Newtown, PA 18940

**Attorney:**

**Wayne N. Cordes, Esquire**  
Cordes Law LLC  
27 South State Street  
Newtown, PA 18940

**5/5/2017 • 5/12/2017 • 5/19/2017**

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**EXECUTRIX NOTICE**

Estate of Patricia A. Wood  
Late of Bridgewater Township  
**EXECUTRIX**  
Darleen A. Wood  
18500 SR 706  
Montrose, PA 18801  
**ATTORNEY**  
Michael Briechle, Esq.  
4 Chestnut Street  
Montrose, PA 18801

**5/5/2017 • 5/12/2017 • 5/19/2017**

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**EXECUTRIX NOTICE**

Estate of Ruth P. Wildenberger  
AKA Ruth P. Meyers Wildenberger  
Late of Susquehanna Borough  
**EXECUTRIX**  
Patsy L. Kirk  
525 Winola Rd., Apt. B  
Clarks Summit, PA 18411

**5/5/2017 • 5/12/2017 • 5/19/2017**

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**Barbara J. Hart**  
**Justice Center**  
A Project of the  
**Women's Resource Center**

Opening in Scranton for:  
**Staff Attorney**

Please refer to  
[wrcnepa.org](http://wrcnepa.org) > **Get Involved** > **Apply For Job**  
for full job description and requirements.

**EXECUTOR NOTICE**

Estate of Sheila V. Goff  
Late of Harford Township  
**EXECUTOR**  
Charm K. Giangrieco  
P.O. Box 126  
Montrose, PA 18801  
**ATTORNEY**  
Michael J. Giangrieco, Esq.  
Giangrieco Law, PC  
P.O. Box 126  
Montrose, PA 18801

**5/5/2017 • 5/12/2017 • 5/19/2017**

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**ESTATE NOTICE**

In the Estate of Frank H. Gardner,  
late of Susquehanna County,  
Pennsylvania:

Letters of Administration have  
been granted in the above  
captioned estate to the  
undersigned. All persons indebted  
to said estate are to make prompt  
payment and all having claims  
against said estate will present  
them without delay to:

Mae Beth MacPherson,  
Administratrix

5221 Route 414  
Romulus, NY 14541

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

**5/5/2017 • 5/12/2017 • 5/19/2017**

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### **ESTATE NOTICE**

In the Estate of Carol Weymar,  
late of Susquehanna County,  
Pennsylvania:

Letters of Administration have  
been granted in the above  
captioned estate to the  
undersigned. All persons indebted  
to said estate are to make prompt  
payment and all having claims  
against said estate will present  
them without delay to:

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

**5/5/2017 • 5/12/2017 • 5/19/2017**

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

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

---

### **SHERIFF'S SALE MORTGAGE FORECLOSURE JUNE 13, 2017**

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

### **SALE DATE AND TIME 6-13-2017 9:00 AM**

Writ of Execution No.:  
2017-330 CP  
PROPERTY ADDRESS: RR 7 Box  
7242 NKA 1078 Johnson Pond  
Road  
Montrose, Pa 18801  
LOCATION: Township of  
Bridgewater  
Tax ID #: 162.00-1,014.05,000  
IMPROVEMENTS: ONE - 2  
STORY WOOD FRAMED  
DWELLING  
ONE - 24 X 30 WOOD FRAMED  
GARAGE  
DEFENDANTS: Marsha L. Pratt,  
AKA Marsha Pratt; Walter E. Pratt,  
Jr., AKA Walter Pratt; Appalachian

Basin Mineral, LP; PennMarc Resources II, LP; Wildes Mineral Interests, LLC; McCrow Energy Partners II, LLC  
ATTORNEY FOR PLAINTIFF:  
Kimberly Bonner, Esq  
(614) 222-4921

**NOTICE**

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

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

Lance M. Benedict,  
Susquehanna County Sheriff

**5/19/2017 • 5/26/2017 • 6/2/2017**

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**MORTGAGES AND DEEDS**

*RECORDED FROM MAY 4, 2017 TO MAY 10, 2017  
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

**MORTGAGES**

Information:	Consideration: \$76,403.00
Mortgagor: GLEMSEY, ERIC J	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 255.08-1,005.00,000.	Municipality SPRINGVILLE TOWNSHIP
Information:	Consideration: \$183,000.00
Mortgagor: KOSEK, TERRY	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - ARK-LA-TEX FINANCIAL SERVICES LLC (DBA) 3 - BENCHMARK MORTGAGE
Locations: Parcel # 1 - 236.00-1,003.04,000.	Municipality SPRINGVILLE TOWNSHIP
Information:	Consideration: \$189,060.00
Mortgagor: BYHAM, KRISTI M	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - CARRINGTON MORTGAGE SERVICES LLC
Locations: Parcel # 1 - 068.00-2,036.00,000.	Municipality FRANKLIN TOWNSHIP
Information:	Consideration: \$136,687.00
Mortgagor: YURKSIS, ANTHONY R 2 - YURKSIS, THERESA A	Mortgagee: NAVY FEDERAL CREDIT UNION
Locations: Parcel # 1 - 255.00-1,028.01,000.	Municipality SPRINGVILLE TOWNSHIP
Information:	Consideration: \$239,200.00
Mortgagor: COONEY, JAMES J SR 2 - COONEY, MARYANN 3 - COONEY, JAMES J 4 - COONEY, BRIAN PATRICK	Mortgagee: FIDELITY DEPOSIT & DISCOUNT BANK
Locations: Parcel # 1 - 171.00-1,044.00,000.	Municipality ARARAT TOWNSHIP
Information:	Consideration: \$29,900.00
Mortgagor: COONEY, JAMES J SR 2 - COONEY, MARYANN 3 - COONEY, JAMES JR 4 - COONEY, BRIAN PATRICK	Mortgagee: FIDELITY DEPOSIT & DISCOUNT BANK
Locations: Parcel # 1 - 171.00-1,044.00,000.	Municipality ARARAT TOWNSHIP
Information:	Consideration: \$33,600.00
Mortgagor: DAILEY, MATTHEW	Mortgagee: COMMUNITY BANK
Locations: Parcel # 1 - 234.00-1,010.00,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$81,000.00
Mortgagor: HEATH, DAVID 2 - HEATH, SHARON	Mortgagee: HONSDALE NATIONAL BANK
Locations: Parcel # 1 - 229.10-1,004.00,000.	Municipality CLIFFORD TOWNSHIP

Information: OPEN-END MTG Mortgagor: EVANS, MARY F	Consideration: \$85,000.00 Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 124.17-1,054.00,000.	Municipality MONTROSE 2W
Information: OPEN-END MTG Mortgagor: FLYNN, RICHARD A	Consideration: \$35,000.00 Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - FLYNN, GWENDOLYN M	
Locations: Parcel # 1 - 031.15-1,050.00,000.	Municipality GREAT BEND BOROUGH
Information: OPEN-END MTG Mortgagor: MARSHMAN, TERESA M	Consideration: \$55,000.00 Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 049.00-1,060.00,000.	Municipality LIBERTY TOWNSHIP
Information: 3RD AMENDMENT Mortgagor: LEGACYTEXAS BANK	Consideration: \$0.00 Mortgagee: ADDAX MINERALS LLC
Locations: Parcel # 1 - 160.00-1,005.00,000.	Municipality JESSUP TOWNSHIP
Information: THIRD AMENDMENT Mortgagor: ADDAX MINERALS LLC	Consideration: \$0.00 Mortgagee: LEGACYTEXAS BANK
Locations: Parcel # 1 - 083.00-2,029.00,000.	Municipality FOREST LAKE TOWNSHIP
Information: Mortgagor: EXCALIBUR ROYALTY LLC	Consideration: \$0.00 Mortgagee: SECURITY BANK
Locations: Parcel # 1 - N/A 2 - N/A	Municipality BROOKLYN TOWNSHIP HARFORD TOWNSHIP
Information: Mortgagor: GLEESON, SUSAN L	Consideration: \$53,000.00 Mortgagee: NBT BANK
Locations: Parcel # 1 - 095.00-1,011.00,000.	Municipality THOMPSON TOWNSHIP

## DEEDS

Information: Grantor: KUHN, LAVERNE E	Consideration: \$1.00 Grantee: NORTON, NANCY
Locations: Parcel # 1 - N/A	Municipality SUSQUEHANNA 2W
Information: Grantor: FOREST CITY BOROUGH	Consideration: \$1.00 Grantee: FOREST CITY BOROUGH
Locations: Parcel # 1 - 268.06-1,073.00,000.	Municipality FOREST CITY 2W
Information: Grantor: FARLEY, RAYMOND	Consideration: \$183,000.00 Grantee: KOSEK, TERRY
2 - FARLEY, CATHERINE	
Locations: Parcel # 1 - 236.00-1,003.04,000.	Municipality SPRINGVILLE TOWNSHIP

Information:	Consideration: \$1.00
Grantor: FARNHAM, DANIEL B	Grantee: FARNHAM, COLLEEN A
2 - FARNHAM, COLLEEN A	
Locations: Parcel #	Municipality
1 - N/A	LENOX TOWNSHIP
Information: OIL,GAS,&MINERAL DEED	Consideration: \$1.00
Grantor: MITCHELL, DORIS E (TRUST BY TRUSTEE)	Grantee: NATURAL RESOURCES CHARITABLE FOUNDATION LLC
Locations: Parcel #	Municipality
1 - 217.00-2,024.00,000.	SPRINGVILLE TOWNSHIP
Information:	Consideration: \$185,000.00
Grantor: MCKEON, FRANCIS R JR	Grantee: YURKSIS, ANTHONY R
	2 - YURKSIS, THERESA A
Locations: Parcel #	Municipality
1 - 255.00-1,028.01,000.	SPRINGVILLE TOWNSHIP
Information:	Consideration: \$299,000.00
Grantor: WALSH, DEIRDRE V (NBM)	Grantee: COONEY, JAMES J SR
2 - DONAGHY, DEIRDRE V	2 - COONEY, MARYANN
3 - DONAGHY, ROBERT J	3 - COONEY, JAMES J JR
	4 - COONEY, BRIAN PATRICK
Locations: Parcel #	Municipality
1 - 171.00-1,044.00,000.	ARARAT TOWNSHIP
Information:	Consideration: \$42,000.00
Grantor: DAILEY, ROY R SR (ESTATE)	Grantee: DAILEY, MATTHEW
2 - CARRIER, BRENDA (ESTATE)	
3 - CARRIER, RALPH	
4 - DAILEY, ROY R JR	
5 - DAILEY, ANN MARIE	
6 - DAILEY, TIMOTHY	
7 - DAILEY, SHELLEY	
8 - DAILEY, MICHAEL	
9 - DAILEY, SHERI (AKA)	
10 - EVANS, SHERI	
11 - DAILEY, MATTHEW	
Locations: Parcel #	Municipality
1 - 234.00-1,010.00,000.	AUBURN TOWNSHIP
Information:	Consideration: \$1.00
Grantor: STRICKLAND, BOYD H (ESTATE)	Grantee: KOHNKE, WILLIAM
Locations: Parcel #	Municipality
1 - 238.00-1,038.00,000.	SPRINGVILLE TOWNSHIP
Information: OIL,GAS & MINERAL DEEDS	Consideration: \$4,500.00
Grantor: RICHARDSON, ELAM E	Grantee: FREESTAR ENERGY GROUP LLC
2 - RICHARDSON, LAVERNE F	
Locations: Parcel #	Municipality
1 - 114.00-1,066.00,000.	THOMPSON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: BAILEY, DEBRA (NBM)	Grantee: BIERMANN, CARRIE E
2 - ROEDER, DEBRA	
3 - ROEDER, RONALD W	
Locations: Parcel #	Municipality
1 - N/A	HALLSTEAD BOROUGH
Information:	Consideration: \$1.00
Grantor: BENJAMIN, BEVERLY J	Grantee: PETERSON, JACKIE L
Locations: Parcel #	Municipality
1 - N/A	CHOCONUT TOWNSHIP



Information: OIL,GAS & MINERAL DEED	Consideration: \$1.00
Grantor: WILLIAMS, HARRY E (TRUST)	Grantee: WILLIAMS, HARRY E
2 - WILLIAMS, NORMA J (TRUST)	2 - WILLIAMS, NORMA J
Locations: Parcel #	Municipality
1 - 124.18-2,035.00,000.	MONTROSE 2W
Information:	Consideration: \$1.00
Grantor: WILLIAMS, HARRY E (TRUST)	Grantee: CONSIDINE, SUSAN
2 - WILLIAMS, NORMA J	2 - KING, JAYNE
	3 - HOAL, LESLIE
Locations: Parcel #	Municipality
1 - 124.18-2,035.00,000.	MONTROSE 2W
Information:	Consideration: \$1.00
Grantor: SHELDON, RICHARD J	Grantee: FEUERSTEIN, CHERYLL S
2 - SHELDON, FRANCES J	
Locations: Parcel #	Municipality
1 - 094.00-2,001.00,000.	THOMPSON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: SHELDON, RICHARD J	Grantee: SHELDON, ROBERT
2 - SHELDON, FRANCES J	
Locations: Parcel #	Municipality
1 - 076.00-2,014.00,000.	THOMPSON TOWNSHIP
Information:	Consideration: \$265,000.00
Grantor: TIRJAN, EDWARD & ANTOINETTE TRUST	Grantee: CBH INVESTMENTS LLC
2 - TIRJAN, EDWARD (TRUSTEE)	
3 - TIRJAN, ANTOINETTE (TRUSTEE AKA)	
4 - TIRJAN, ANTOINETTE M	
Locations: Parcel #	Municipality
1 - 148.00-1,022.00,000.	NEW MILFORD TOWNSHIP
2 - 148.00-2,010.00,000.	HARFORD TOWNSHIP
Information:	Consideration: \$140,000.00
Grantor: CAMERON, DUNCAN H (BY TRUSTEE)	Grantee: BARNHARD, MARY B
2 - CAMERON, ERIN M (BY TRUSTEE)	
3 - CAMERON, EDWARD M III (BY TRUSTEE)	
4 - CAMERON, EDWARD M IV (BY TRUSTEE)	
5 - CAMERON, GEORGE L (BY TRUSTEE)	
Locations: Parcel #	Municipality
1 - N/A	DIMOCK TOWNSHIP
Information: CORRECTIVE DEED	Consideration: \$0.00
Grantor: NASH, WILLIAM W	Grantee: XPRESS NATURAL GAS LLC
2 - NASH, VONDA C	
Locations: Parcel #	Municipality
1 - N/A	FOREST LAKE TOWNSHIP
Information: CORRECTIVE DEED	Consideration: \$1.00
Grantor: RUSSELL, MICHAEL W	Grantee: XPRESS NATURAL GAS LLC
2 - RUSSELL, DEBRA A	
Locations: Parcel #	Municipality
1 - 084.00-1,030.02,000.	FOREST LAKE TOWNSHIP
Information:	Consideration: \$1.00
Grantor: GALLOWAY, JUDY M	Grantee: WATERMAN, BARBARA
Locations: Parcel #	Municipality
1 - N/A	NEW MILFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: STEELE, DELBERTA	Grantee: MARCY, RICHARD J
2 - MARCY, RICHARD J	
Locations: Parcel #	Municipality
1 - 181.00-1,044.04,000.	DIMOCK TOWNSHIP

Information:	Consideration: \$142,000.00
Grantor: ROSEMERGEY, SARAH R (ESTATE)	Grantee: PHILLIPS, JAMES L
Locations: Parcel #	Municipality
1 - N/A	MONTROSE
Information:	Consideration: \$1.00
Grantor: HENRY, MARJORIE LYNN (FKA)	Grantee: PENNSYLVANIA COMMONWEALTH OF - DEPT OF TRANSPORTATION
2 - CRAIG, MARJORIE HENRY	
Locations: Parcel #	Municipality
1 - 048.00-1,034.00,000.	LIBERTY TOWNSHIP
Information:	Consideration: \$1.00
Grantor: CAMPITELLI LLC	Grantee: PENNSYLVANIA COMMONWEALTH OF - DEPT OF TRANSPORTATION
Locations: Parcel #	Municipality
1 - 262.00-1,014.00,000.	LENOX TOWNSHIP
Information:	Consideration: \$27,000.00
Grantor: BRUNDAGE, CATHERINE M	Grantee: BRIGHT, FRANK
Locations: Parcel #	Municipality
1 - 153.00-1,011.00,000.	ARARAT TOWNSHIP
2 - 153.00-1,115.00,000.	ARARAT TOWNSHIP
Information:	Consideration: \$1.00
Grantor: SHERIDAN, JOHN	Grantee: PENNSYLVANIA COMMONWEALTH OF - DEPT OF TRANSPORTATION
2 - SHERIDAN, ALBERTA J BARNEY	
Locations: Parcel #	Municipality
1 - 262.00-1,041.00,000.	LENOX TOWNSHIP
Information:	Consideration: \$52,800.00
Grantor: BENTZ, LAURA L	Grantee: GLEESON, SUSAN
Locations: Parcel #	Municipality
1 - 095.00-1,011.00,000.	THOMPSON TOWNSHIP

# Susquehanna County LEGAL JOURNAL

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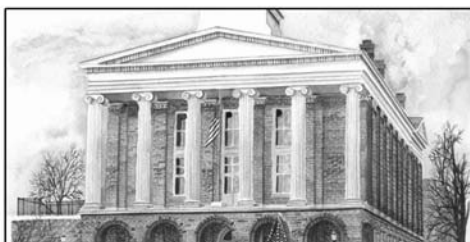
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