

# OFFICIAL LEGAL JOURNAL

OF SUSQUEHANNA COUNTY, PA

34th Judicial District

Vol. 3 ★ February 1, 2019 ★ Montrose, PA ★ No. 44



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## CASES REPORTED

Harry J. Lafferty, Michael D. Kim, Robert T. Kim John J. Roedell,  
John M. Ferris, Robert F. Ferris, and Facowee Acres, LLC. Plaintiffs  
v.  
Thomas D. Ferris, 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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Michael Briechle, Esq., Editor  
mike@briechlelaw.com

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P: 570-251-1512  
F: 570-647-0086  
susqco.com

Submit advertisements to  
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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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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

<b>HARRY J. LAFFERTY,</b>	:	
<b>MICHAEL D. KIRN, ROBERT T. KIRN</b>	:	
<b>JOHN J. ROEDELL, JOHN M. FERRIS</b>	:	
<b>ROBERT F. FERRIS, and</b>	:	
<b>FACOWEE ACRES, LLC</b>	:	
<b>Plaintiffs</b>	:	
	:	
<b>v.</b>	:	
	:	
<b>THOMAS D. FERRIS,</b>	:	
<b>Defendant</b>	:	<b>No. 2008-1941 CP</b>

## OPINION

## I. Procedural Facts

This action was commenced by a complaint filed by Plaintiffs Harry J. Lafferty, Michael D. Kirn, Robert T. Kirn, John J. Roedell, John M. Ferris, Robert F. Ferris, and Facowee Acres, LLC (“Plaintiffs”) against Defendant Thomas D. Ferris (“Defendant”) seeking to enforce an oral agreement between the parties. The parties were members of a hunting club (known as Facowee Acres, LLC). The real property was not purchased in the name of the hunting club, but Plaintiffs allege that Defendant agreed to convey the property to Plaintiffs upon payment of the purchase note and satisfaction of the mortgage. Prior to this occurring, Defendant and Plaintiff Robert Ferris entered into a natural gas lease without knowledge of the remaining Plaintiffs resulting in a bonus payment of \$287,500. Plaintiff Robert Ferris maintained that he was acting on behalf of the hunting club while Defendant denied the existence of any agreement with Plaintiffs.

Following a 10-day bench trial which commenced on April 30, 2012 and was continued into 2013, 2014 and then completed on April 30, 2015, the court issued a decision and order on January 7, 2016. Pursuant to the order, Defendant was directed to transfer the real property by special warranty deed to Plaintiffs as well as assign all interest in the oil and gas lease to Plaintiffs as follows: (1) an interest of one-ninth to Harry J. Lafferty, Michael D. Kirn, John J. Roedell, John J. Ferris, Thomas D. Ferris, and Robert T. Kirn and (2) an interest of three ninths to Robert F. Ferris. See Lafferty, et al. v. Ferris, No. 2008-1941 C.P., slip op. (Susq. Cty. Common Pleas Jan. 7, 2016). Additionally, the court ordered the Susquehanna County Prothonotary to release all oil and gas royalty monies which had been held in escrow pursuant to a prior court order to Facowee Acres, LLC, Robert F. Ferris and Thomas D. Ferris.

On January 26, 2013, Defendant filed a post-trial motion seeking a new trial, which was denied by the court on June 27, 2016. Thereafter, Defendant filed an appeal to the Superior Court. Plaintiffs filed a praecipe to enter judgment on May 31, 2016 but no judgment was ever entered. On August 18, 2016, Plaintiff filed a motion to enforce the January 7, 2016 order. On August 19, 2016, the court granted that motion. On September 16, 2016, the court entered a second enforcement order which modified paragraph 3 of the January 7, 2016 order to direct that the natural gas royalty money held in escrow be released solely to Facowee Acres, LLC rather than to Facowee Acres, LLC, and Robert and Thomas Ferris. The September 16, 2016 Order also modified paragraph 1 of the January 7, 2016 Order to add Robert T. Kirn as one of the grantees of the warranty deed. Defendant appealed this order as well as the June 27, 2016 and August 19, 2016 orders. The Superior Court affirmed the June 27, 2016 order but vacated the August 19, 2016 and September 16, 2016 orders. See *Lafferty v. Ferris*, No. 1131 MDA 2016, 2017 W.L. 4180000 (Pa. Super. Ct. Sept. 21, 2017). The Superior Court found that because the January 7, 2016 order was a final order, the court lacked jurisdiction to modify that order where reconsideration was not granted within 30 days of the June 27, 2016 order denying Defendant's post-trial motion and where the case was pending on appeal in the Superior Court.

After disposition of Defendant's appeal, on July 27, 2018, Plaintiffs filed a motion to enforce the January 7, 2016 order. On August 15, 2018, Defendant filed an answer to that motion and filed his own motion to enforce the order as well as a motion for an accounting. Defendant alleged that the escrowed monies had been paid to Plaintiffs' counsel but no accounting had been made as to the payment of the one-third interest owed to Defendant and no accounting or payment has been made as to the one-ninth interest in the natural gas rights owed to Defendant after January 7, 2016. Following oral argument held on August 30, 2018, the court issued an order (1) directing Plaintiffs to submit an accounting to Defendant within 30 days as to any natural gas royalty monies received from the Prothonotary; (2) directing Defendant to execute an appropriate deed conveying the relative interest in the real property and the assignments conveying the natural gas rights and royalties to the Plaintiffs within 30 days; and (3) directing Plaintiffs to submit a brief within 30 days in support of their position that the January 7, 2016 order may be amended and directing Defendant to submit his brief in opposition thirty days thereafter. The parties have complied with that directive and submitted their respective briefs. The matter is now ripe for disposition.

## **II. Discussion**

Plaintiffs assert that there was an error in the January 7, 2016 order directing payment of the escrowed natural gas royalty money to be divided evenly between Facowee Acres, LLC, Robert Ferris and Thomas Ferris rather than to Facowee Acres, LLC alone.<sup>1</sup> Plaintiffs argue that they will be unfairly penalized if the natural gas royalty proceeds are divided equally between the three rather than providing for payment solely to Facowee Acres, LLC, which would then distribute the monies to all members

---

<sup>1</sup> The amount in escrow for the natural gas royalty payments was \$287,500. (Pl. Br. at 14.)

consistent with their specific interest in the proceeds.<sup>2</sup> Plaintiffs argue that the court has the inherent power to correct an order to make it consistent with the facts, the ownership interests of the parties and to effectuate the original intent of the court. Defendant concedes that the court has inherent power to act to amend an order where equity demands, such as in cases involving fraud or a showing of extraordinary cause. Defendant argues no such extraordinary circumstances exist in this case.

Generally, where equity demands, the power of the court to open and set aside its judgments may extend well beyond the term in which the judgment was entered.

Great Am. Credit Corp. v. Thomas Mini-Markets, Inc., 326 A.2d 517, 519 (Pa. Super. Ct. 1974). Nevertheless, Section 5505 of the Judicial Code provides the following rule regarding a court's authority to modify final orders:

Except as otherwise provided or prescribed by law, a court upon notice to the parties may modify or rescind any order within 30 days after its entry, notwithstanding the prior termination of any term of court, if no appeal from such order has been taken or allowed.

42 Pa.C.S.A. § 5505.<sup>3</sup> If no appeal is taken from an order within 30 days, the order becomes final. Hunter v. Employers Ins. of Wasau, 500 A.2d 490, 491 (Pa. Super. Ct. 1985).

After the initial 30-day period, an order can only be modified, rescinded or vacated to correct a clerical error or other formal error which is clear on the face of the record and which does not require an exercise of discretion. See Stockton v. Stockton, 698 A.2d 1334, 1337 n.3 (Pa. Super. Ct. 1997). An order can also be opened or vacated upon a showing of extrinsic fraud, lack of jurisdiction over the subject matter, a fatal defect apparent on the face of the record, or some other evidence of extraordinary cause justifying intervention by the court. Murphy v. Murphy, 988 A.2d 703, 708 (Pa. Super. Ct. 2010). Extraordinary cause has been defined as "fraud or some other circumstance so grave or compelling ... which justifies court intervention." Lowery v. E. Pikeland Twp., 599 A.2d 271, 274 (Pa. Commw. Ct. 1991).

Where a patent or obvious error exists, the court may also exercise its inherent power to correct the error despite the absence of traditional jurisdiction. Commonwealth

2 Under the current order, Defendant would be entitled to receive one-third of the \$287,500 in natural gas royalty monies held in escrow by Plaintiffs' counsel – or \$95,833.32. If the order were to be modified as Plaintiffs request, Defendant would receive one-ninth of the money held in escrow pursuant to his interest in the real property as indicated in paragraph number 7(e) of the January 7, 2016 order – or \$31,944.44. The record fails to demonstrate any basis upon which Defendant would be entitled to one-third of the escrowed proceeds aside from the error in the January 7, 2016 order.

3 At common law, once the "term" of court ended, the court lost its power to modify a final judgment. See Manufacturers & Traders Tr. Co. v. Greenville Gastroenterology, SC, 108 A.3d 913, 918 n.4 (Pa. Super. Ct. 2015)(explaining that terms of court were "those times or seasons of the year, which [were] set apart for the despatch [sic] of business in the superior courts of common law" and that these terms of court were abolished in 1978). In 1976, the legislature enacted § 5505 of the Judicial Code which became effective on June 27, 1978. "Section 5505 is a substantial reenactment of a 1959 act [the Act of June 1, 1959, 12 P.S. § 1032] and the reference to 'term of court' is vestigial." Manufacturers & Traders, 108 A.3d at 918 n.4.

v. Holmes, 933 A.2d 57, 66 (Pa. 2007). However, the ability to correct orders is limited to errors that are patent or obvious on the face of the record and which do not require an exercise of discretion or involve a substantive change. ISN Bank v. Rajaratnam, 83 A.3d 170, 172-73 (Pa. Super. Ct. 2013); see Commonwealth v. Robinson, 33 A.3d 89, 92 (Pa. Super. Ct. 2011) (explaining that “patent” means a fact apparent from a review of the record without resort to third-party information); Commonwealth v. Holmes, 933 A.2d at 66 (finding proper exercise of inherent power to modify an order where error in sentencing was apparent from a review of the order and the docket without resort to third-party information); First Pennsylvania Bank, N.A. v. National Union Fire Ins. Co. of Pittsburgh, Pa., 580 A.2d 799, 804 n.2 (Pa. Super. Ct. 1990)(allowing for amendment of original order more than 30 days after it was entered to include attorney’s fees because the amendment was to correct a formal error); Fish v. Gosnell, 463 A.2d 1042, 1052 (Pa. Super. Ct. 1983)(finding that adding pre-award interest to a verdict done 36 days after the entry of judgment is a permissible correction since it is a simple clerical matter based on dates and amounts on the face of the record).

Where it would be inequitable for parties to suffer the consequences of an erroneous order, courts are permitted to take corrective measures by modifying or rescinding orders beyond the normal time limits. Jackson ex rel. Sanders v. Hendrick, 746 A.2d 574, 577 (Pa. 2000)(allowing out of time appeal where court had orally granted reconsideration of contempt order causing defendant to withdraw its appeal but then failed to file written order, reasoning that “equity enjoys flexibility to correct court errors that would produce unfair results”); Kwasnik v. Hahn, 615 A.2d 84, 88-89 (Pa. Super. Ct. 1992)(concluding that where inequity which would be visited upon plaintiffs because of lower court’s erroneous grant of defendant’s petition to strike, allowing judgment to be opened would avoid an inequitable result); but see Manufacturers and Traders Trust Co. v. Greenville Gastroenterology, SC, 108 A.3d 913, 921-22 (Pa. Super. Ct. 2015) (holding that trial court’s complete reversal of a prior order is a substantive change and, as such, trial court lacked authority to grant reconsideration of that order 85 days later); Ettelman v. Com., Dep’t of Transp., Bureau of Driver Licensing, 92 A.3d 1259, 1262 (Pa. Commw. Ct. 2014)(stating that beyond thirty days, trial court “could not reverse or modify an order just because it believed that there were substantive defects in its reasoning or its remedy was too harsh or too lenient”).

The January 7, 2016 Order provides, in pertinent part, the following:

1. Defendant, Thomas D. Ferris, and Plaintiff, Robert F. Ferris, within thirty (30) days of the receipt of this Order shall transfer to Harry J. Lafferty, Michael D. K[i]rn, John J. Roedell, John M. Ferris, Robert F. Ferris and Thomas D. Ferris by execution and delivery of special warranty deed all that certain real property located in Auburn Township, Susquehanna County, Pennsylvania consisting of two parcels of one hundred and four acres ....

....

2. The Susquehanna County Prothonotary release all monies,



principal and accumulated interest escrowed pursuant to Court Order relating to this matter to Facowee Acres, LLC, Robert F. Ferris and Thomas D. Ferris within (30) days of this Order.

3. Thomas D. Ferris and Robert F. Ferris assign all their stated interest in an oil and gas lease regarding the subject properties, leased to Chesapeake Appalachia, L.L.C. ... to the grantees of the special warrant deed called for in paragraph 1 of this order in their respective shares....
4. In view of our findings and Order, Defendant's, Thomas D. Ferris, counterclaim in partition of the subject property is Ordered dismissed.
- ....
7. The respective interests of the grantees of the special warranty deed and assignment of the oil and gas lease regarding the subject real property shall be as follows:
  - a. An interest of one-ninth to Harry J. Lafferty;
  - b. An interest of one-ninth to Michael D. Kirn;
  - c. An interest of one-ninth to John J. Roedell;
  - d. An interest of one-ninth to John J. Ferris;
  - e. An interest of one-ninth to Thomas D. Ferris;
  - f. An interest of one-ninth to Robert T. Kirn;
  - g. An interest of three-ninths to Robert F. Ferris.

Paragraph 1 of the January 7, 2016 Order directs that the 104-acre real property be deeded to the 6 members of Facowee Acres, LLC.<sup>4</sup> Paragraph 4 directs Robert and Thomas Ferris to assign their interest in the oil and gas lease to the grantees of the warranty deed listed in Paragraph 1 ("in their respective shares"). Paragraph 7 specifically identifies each grantee's "respective interest" in the real property and natural gas rights. Despite plainly breaking down with specificity in Paragraph 7 the share or ownership interest of each member of Facowee Acres, LLC, Paragraph 3 erroneously directed that the escrowed natural gas monies be released to Facowee Acres, Robert F. Ferris and John M. Ferris.<sup>5</sup> When Paragraphs 1, 3, 4 and 7 are read together, it is clear that Paragraph 3 was erroneously drafted. Since the January 7, 2016 order specifically identifies the interests of each of the parties to the real property and natural gas rights, it is clear that Paragraph 3 of the order should have directed the escrowed natural gas monies to be divided according to each parties' interest in those proceeds consistent with

<sup>4</sup> Pursuant to paragraph 7, there are 7 members of Facowee Acres but Robert T. Kirn is not listed in paragraph 1 despite being given a one-ninth share in the real property pursuant to paragraph 7. As indicated previously in this opinion, the September 16, 2016 order included a modification to add Robert T. Kim as one of the grantees of the special warranty deed. This order was subsequently vacated by the Superior Court.

<sup>5</sup> While Paragraph 3 failed to specify the interest each of these parties had in the natural gas royalties, simple division would suggest a 1/3 interest for each.



the division of those interests set forth in Paragraph 7. On its face, the order is patently inconsistent and is also inconsistent with the reasoning contained in the trial court's opinion.<sup>6</sup> Additionally, if the order is not corrected to direct payment of the escrowed natural gas royalty monies according to the percentage shares set forth in Paragraph 7, Defendant, despite his unclean hands, will be rewarded as a result of a clear typographic error in the January 7, 2016 order.<sup>7</sup>

Given that there was an error on the face of the order, that correction of the error will not involve a substantive change and where it will be inequitable for the members of Facowee Acres to suffer the consequences of an order giving one-third of the escrowed natural gas royalty monies to Defendant, Thomas D. Ferris, where the record only supports his entitlement to one-ninth of those proceeds, the January 7, 2016 order will be modified to direct that the escrowed natural gas royalty monies be released to the parties according to their respective interests as set forth in Paragraph 7 of the January 7, 2016 order.



6 Notably, the trial court indicated that Plaintiffs requested that the monies held in escrow be released solely to *Facowee Acres*. (Slip Op. at 5.) The trial court found that “in an exercise of poor judgment,” Robert Ferris and Thomas Ferris entered into a natural gas lease on August 26, 2008 and received an initial payment of \$287,500 which “by Court intercession” was escrowed into an account held by the Prothonotary. (Slip Op. at 12-13.) The trial court found that Robert Ferris had represented that “he was acting on behalf of Facowee when he executed the gas lease with Chesapeake” and “desires the Court to distribute the monies deposited in regard to the lease and additional interest ... to Facowee Acres, LLC.” (Slip Op. at 13.) The trial court's opinion supports only one conclusion: an order directing that the escrowed natural gas royalty money be released to the parties and divided according to their respective interests as set forth in Paragraph 7.

7 Generally, “judges of coordinate jurisdiction sitting in the same court and in the same case should not overrule the decisions of each other.” *Golden v. Dion & Rosenau*, 600 A.2d 568, 570 (Pa. Super. Ct. 1991). However, departure from this rule is allowed involving “circumstances such as where there has been an intervening change in the controlling law, a substantial change in the facts or evidence giving rise to the dispute in the matter, or where the prior holding was clearly erroneous and would create a manifest injustice if followed.” *Ryan v. Berman*, 813 A.2d 792, 795 (Pa. 2002) (citing *Commonwealth v. Starr*, 664 A.2d 1326, 1332 (Pa. 1995)). Notably, the trial judge recognized the error in releasing the escrowed money to the three parties rather than to the members of Facowee Acres and had attempted to correct this error by issuing his September 16, 2016 order modifying the January 7, 2016 order. This court is cognizant of the fact that the Superior Court subsequently vacated the September 16, 2016 order based upon its conclusion that the trial court lacked jurisdiction to enter a corrective order. At that time, however, Plaintiffs had not filed a motion seeking to amend the error in the January 7, 2016 order. Procedurally, Plaintiffs have now properly raised the issue by making an oral motion during the oral argument on August 30, 2019 and the court has the inherent power to correct the plain error in the January 7, 2016 order. The failure to do so would result in a manifest injustice, i.e. the wrongdoer would recognize a substantial windfall resulting solely from poor draftsmanship and/or a typographical error.

As noted by the Superior Court, the trial court specifically lacked jurisdiction when the initial corrective orders were issued because there was an appeal pending. *Lafferty*, 2017 WL 4180000, at \*7. This court now has jurisdiction to correct the patent error in the January 7, 2016 order.

## 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 KAREN JURCO**, late of Hop Bottom, Pennsylvania (died December 4, 2018). Letters Administration have been issued to Michael Venn, Administrator of the Estate. All those having claims or demands against the Estate or indebtedness owed to the Estate shall present claims or remit payment without delay to Patrick Walsh, Esquire, Attorney for the Estate at 715 N. State Street, Clarks Summit, PA 18411

2/1/2019 • 2/8/2019 • 2/15/2019

#### ESTATE NOTICE

Estate of Lloyd A. Conrad a/k/a Lloyd Conrad late of Dimock Township, Susquehanna County, PA, Letters Testamentary having been granted to the undersigned, all persons indebted to said Estate are requested to prompt payment and

all those having claims against said Estate will present them without delay to:

BARBARA CONRAD, Executrix  
1965 Meshoppen Creek Rd  
Montrose PA 18801

OR

Attorney for the Estate  
BEARDSLEY LAW PLLC  
Jason G. Beardsley, Esq.  
37 Public Avenue  
Montrose PA 18801

2/1/2019 • 2/8/2019 • 2/15/2019

#### ESTATE NOTICE

Notice is hereby given that Letters Testamentary have been granted in the ESTATE OF **William C. Robinson A/K/A William Calvin Robinson**, late of the Township of Bridgewater, Pennsylvania, (died August 10, 2018) to Mary Ann W. Robinson, executrix. All persons indebted to the said estate are required to make payment, and those having claims or demands are required to present the same without delay to Mary Ann W. Robinson or to Levene Gouldin & Thompson, LLP, attorneys for the estate, 450 Plaza Drive, Vestal, New York 13850.

2/1/2019 • 2/8/2019 • 2/15/2019

### ESTATE NOTICE

Notice is hereby given that ancillary probate has been filed in Susquehanna County Register of Wills in the ESTATE OF **REBECCA R. CIZIKE**, late of Endicott, New York, (died November 9, 2018) by James Leary, Executor. All persons indebted to the said estate are required to make payment, and those having claims or demands to present the same without delay to James Leary, 415 June Street, Endicott, NY 13760 or Levene Gouldin & Thompson, LLP, attorneys for the estate, 450 Plaza Drive, Vestal, NY 13850.

1/25/2019 • 2/1/2019 • 2/8/2019

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### EXECUTRIX NOTICE

Estate of Angelo James Petriello  
AKA Angelo J. Petriello  
Late of Ararat Township  
EXECUTRIX  
Angela Petriello  
558 Decatur Street, 2nd Floor  
Brooklyn, NY 11233  
ATTORNEY  
Marissa McAndrew, Esquire  
707 Main Street, P.O. Box 157  
Forest City, PA 18421

1/25/2019 • 2/1/2019 • 2/8/2019

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### NOTICE

IN THE ESTATE OF AVIS T. MORGAN, late of the Townships of Harford and New Milford, 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:

**Deborah Johnson, Executrix**  
**P.O. Box 968**  
**New Milford, PA 18834**

### OR

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

1/25/2019 • 2/1/2019 • 2/8/2019

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### ADMINISTRATOR NOTICE

Estate of Evelyn M. Bennett  
Late of Susquehanna Borough  
ADMINISTRATOR  
Walter E. Lesser  
382 Main Street  
Susquehanna, PA 18847  
ATTORNEY  
Robert J. Hollister, Esq.  
Giangrieco Law, PC  
P.O. Box 126  
Montrose, PA 18801

1/25/2019 • 2/1/2019 • 2/8/2019

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### ESTATE NOTICE

In the Estate of Dora Ochse, deceased, late of Jessup Township, Susquehanna County, Pennsylvania, who died on December 8, 2018. Letters Testamentary having been

granted unto Patricia O. Aiken, as Executrix of the said Estate by the Register of Wills of Susquehanna County on December 19, 2018, all persons having claims against the Estate of said decedent are requested to make known the same and all persons indebted to the said decedent to make payment without delay to Patricia O. Aiken, c/o Thomas R. Daniels, Esq., 34 East Tioga Street, Tunkhannock, PA 18657.

1/18/2019 • 1/25/2019 • 2/1/2019

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### ADMINISTRATRIX NOTICE

Estate of Robert Thatcher AKA  
Robert J. Thatcher, Sr. AKA Robert  
John Thatcher, Sr.  
Late of Hallstead Borough  
ADMINISTRATRIX  
Carol A. Thatcher  
84 Railroad Avenue  
Hallstead, PA 18822  
ATTORNEY  
Susan L. English, Esq.  
21-23 Public Ave.  
Montrose, PA 18801

1/18/2019 • 1/25/2019 • 2/1/2019

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### OTHER NOTICES

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#### NOTICE

#### PETITION TO CHANGE NAME

Notice is hereby given that Abigail Lynn Hartman has filed a petition to change her name to Abigail Lynn Deck. Anyone who objects must contact the Susquehanna County Prothonotary prior to the

hearing to be held on March 8, 2019 at 3:30 p.m. at the Susquehanna County Courthouse, Courtroom #1.

Giangrieco Law, P.C.  
Robert J. Hollister, Esquire  
PO Box 126,  
Montrose, Pennsylvania 18801-  
0126  
(570) 278-4026

2/1/2019

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### NOTICE OF FILING OF SHERIFF'S SALES

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

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### SHERIFF'S SALE MORTGAGE FORECLOSURE MARCH 12, 2019

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 3-12-2019 10:30 AM

Writ of Execution No.:  
2018-1616 CP  
PROPERTY ADDRESS: 2327  
State Route 247 Carbondale, PA  
18407

LOCATION: Clifford Township  
Tax ID #: 266.01-1,024.00,000.  
IMPROVEMENTS: ONE - TWO  
STORY WOOD FRAMED  
DWELLING  
DEFENDANTS: Joeseeph Koezeno,  
JR & Sharon Koezeno  
ATTORNEY FOR PLAINTIFF:  
Peter Wapner, Esq  
(215) 563-7000

**NOTICE**

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

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

Lance M. Benedict,  
Susquehanna County Sheriff

**1/25/2019 • 2/1/2019 • 2/8/2019**

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**MORTGAGES AND DEEDS**

*RECORDED FROM JANUARY 16, 2019 TO JANUARY 22, 2019  
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

**MORTGAGES**

Information:	Consideration: \$169,100.00
Mortgagor: GILLESPIE, MICHELE MARIE	Mortgagee: QUICKEN LOANS INC
Locations: Parcel #	Municipality
1 - 031.18-2,004.00,000.	HALLSTEAD BOROUGH
Information:	Consideration: \$100,000.00
Mortgagor: FINCH, SAMUEL R	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - FINCH, TIMOTHY (AKA)	
3 - FINCH, TIMOTHY S	
Locations: Parcel #	Municipality
1 - 120.00-1,033.00,000.	FOREST LAKE TOWNSHIP 2 - 120.00-2,004.02,000.
JESSUP TOWNSHIP	
Information:	Consideration: \$94,000.00
Mortgagor: WORMUTH, ROBERT W	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - WORMUTH, GEORGETTE L (FKA)	2 - QUICKEN LOANS INC
3 - SPEEING GEORGETTE L	
Locations: Parcel #	Municipality
1 - 264.00-2,045.00,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$75,000.00
Mortgagor: TORRES, NELSON	Mortgagee: NBT BANK
2 - TORRES, KATHLEEN S	
Locations: Parcel #	Municipality
1 - 046.13-1,011.00,000.	SILVER LAKE TOWNSHIP
Information:	Consideration: \$68,700.00
Mortgagor: OWENS, CALEB	Mortgagee: OWENS, ROBERT M JR
2 - OWENS, KAYLEE	2 - OWENS, KAREN LYNN
Locations: Parcel #	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$116,850.00
Mortgagor: WOOSLEY, DEAN L	Mortgagee: VISIONS FEDERAL CREDIT UNION
Locations: Parcel #	Municipality
1 - 032.00-1,035.00,000.	GREAT BEND TOWNSHIP
Information:	Consideration: \$191,200.00
Mortgagor: HANSON, JAMES	Mortgagee: WELLS FARGO BANK
2 - HANSON, DARLENE D	
Locations: Parcel #	Municipality
1 - 152.00-1,001.05,000.	ARARAT TOWNSHIP
Information:	Consideration: \$500,000,000.00
Mortgagor: STONE HILL MINERALS HOLDINGS LLC	Mortgagee: WELLS FARGO BANK
Locations: Parcel #	Municipality
1 - 206.00-1,004.00,000.	HARFORD TOWNSHIP
2 - N/A	LENOX TOWNSHIP
3 - N/A	GIBSON TOWNSHIP

Information:	Consideration: \$261,182.00
Mortgagor: KERIS, FRANK JR	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - SUMMIT MORTGAGE CORPORATION
Locations: Parcel #	Municipality
1 - 158.00-2,014.04,000.	JESSUP TOWNSHIP
Information:	Consideration: \$123,601.00
Mortgagor: PICKERING, LAWRENCE JR	Mortgagee: SUMMIT MORTGAGE CORPORATION
Locations: Parcel #	Municipality
1 - 031.14-1,008.01,000.	GREAT BEND TOWNSHIP
Information:	Consideration: \$85,000.00
Mortgagor: GORDON, TARIN LYNN	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - GORDON, ANDREW JOHN	
Locations: Parcel #	Municipality
1 - 031.11-1,037.00,000.	GREAT BEND TOWNSHIP
Information: OPEN-END MTG	Consideration: \$90,000.00
Mortgagor: BOYLAN, THOMAS J	Mortgagee: HONESDALE NATIONAL BANK
2 - BOYLAN, MEGHANN C	
Locations: Parcel #	Municipality
1 - 264.00-2,029.00,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$22,500.00
Mortgagor: BIRCHARD, CHAPIN E	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 100.00-2,012.00,000.	FOREST LAKE TOWNSHIP
Information:	Consideration: \$137,464.00
Mortgagor: LONGSTREET, ERICA CHRISTINE	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - MOVEMENT MORTGAGE LLC
2 - CUMMINGS, CHRISTOPHER RYAN	
Locations: Parcel #	Municipality
1 - 090.18-1,020.00,000.	NEW MILFORD BOROUGH

## DEEDS

Information:	Consideration: \$89,610.00
Grantor: DOWNTON, PETER W	Grantee: GORDON, ANDREW JOHN
2 - DOWNTON, VICKIE L	2 - GORDON, TARIN LYNN
Locations: Parcel #	Municipality
1 - 031.11-1,037.00,000.	GREAT BEND TOWNSHIP
Information: OIL AND GAS	Consideration: \$1,000.00
Grantor: TURANO, PATRICIA	Grantee: CROSS CREEK MINERALS LLC
Locations: Parcel #	Municipality
1 - 002.03-1,006.00,000.	LITTLE MEADOWS BOROUGH
Information:	Consideration: \$178,000.00
Grantor: BAYUK, DARLENE L (AKA)	Grantee: GILLESPIE, MICHELLE MARIE
2 - BAYUK, DARLEN LAHODA	
3 - HARRIET, HILARY (AKA)	
4 - HARRIET, HILLARY SLOANE	
Locations: Parcel #	Municipality
1 - 031.18-2,004.00,000.	HALLSTEAD BOROUGH



Information:	Consideration: \$1.00
Grantor: KANE, MARTIN J 2 - KANE, CONNIE M	Grantee: KANE, JAMES AARON
Locations: Parcel # 1 - N/A	Municipality MONTROSE
Information:	Consideration: \$1.00
Grantor: COWAN, JANICE	Grantee: LIND, JEFFREY J
Locations: Parcel # 1 - N/A	Municipality LIBERTY TOWNSHIP
Information:	Consideration: \$1.00
Grantor: WULFF, JOHN E (ESTATE AKA) 2 - WULFF, JOHN (ESTATE)	Grantee: VERY, ELEANOR L
Locations: Parcel # 1 - N/A	Municipality LATHROP TOWNSHIP
Information:	Consideration: \$225,000.00
Grantor: LOOMIS, JEAN A 2 - LOOMIS, JEAN S 3 - LOOMIS, JEFFREY 4 - ROWE, CHRISANN LOOMIS 5 - ROWE, EDWARD	Grantee: PINKOWSKI, FRANCIS J 2 - PINKOWSKI, FRANCIS J JR 3 - PINKOWSKI, MICHAEL J
Locations: Parcel # 1 - N/A	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$1.00
Grantor: RAUCH, ADAM 2 - RAUCH, REBEKAH E (AKA) 3 - RAUCH, REBEKAH	Grantee: AMR SOUTH MONTROSE PROPERTIES LLC
Locations: Parcel # 1 - 161.08-1,053.00,000. 2 - 161.08-1,053.01,000.	Municipality BRIDGEWATER TOWNSHIP BRIDGEWATER TOWNSHIP
Information:	Consideration: \$77,500.00
Grantor: SURACI, STEPHEN M 2 - SURACI, MARGARET D	Grantee: SURACI, STEPHEN M
Locations: Parcel # 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$68,700.00
Grantor: OWENS, ROBERT M JR 2 - OWENS, KAREN LYNN	Grantee: OWENS, CALEB 2 - OWENS, KAYLEE
Locations: Parcel # 1 - N/A	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$1.00
Grantor: SLICK, BERNADETTE (BY POA) 2 - SLICK, JOSEPH	Grantee: SLICK, JOSEPHH 2 - SLICK, REYNA
Locations: Parcel # 1 - N/A	Municipality FOREST CITY
Information:	Consideration: \$3,520.00
Grantor: TEDESCO, DOROTHY 2 - GAYDOSH, LEONA	Grantee: MADRID, THERESA A
Locations: Parcel # 1 - N/A	Municipality UNIONDALE BOROUGH
Information:	Consideration: \$1.00
Grantor: TEDESCO, DOROTHY 2 - GAYDOSH, LEONA	Grantee: TEDESCO, DOROTHY 2 - GAYDOSH, LEONA
Locations: Parcel # 1 - N/A	Municipality UNIONDALE BOROUGH

Information:	Consideration: \$123,000.00
Grantor: MROZ, JUSTIN M	Grantee: WOOSLEY, DEAN LEONARD
2 - GREGORY, KELLY	
Locations: Parcel #	Municipality
1 - 032.00-1,035.00,000.	GREAT BEND TOWNSHIP
Information:	Consideration: \$1.00
Grantor: LORENSEN, WALTER H (ESTATE)	Grantee: LORENZEN, WALTER H JR
2 - PERKINS, MISTY	2 - PATTON, DOROTHY
Locations: Parcel #	Municipality
1 - N/A	SILVER LAKE TOWNSHIP
Information:	Consideration: \$1.00
Grantor: HOWARD, SHIRLEY	Grantee: ROBINSON, CHARLES
	2 - ROBINSON, MARLENE L
Locations: Parcel #	Municipality
1 - 236.00-1,003.03,000.	SPRINGVILLE TOWNSHIP
Information:	Consideration: \$34,750.00
Grantor: UNITED STATES SECRETARY OF	Grantee: VANCOTT, COOPER
VETERANS AFFAIRS	
Locations: Parcel #	Municipality
1 - 031.00-3,024.00,000.	GREAT BEND TOWNSHIP
Information:	Consideration: \$266,000.00
Grantor: MILLIGAN, JOHN K	Grantee: KERIS, FRANK JR
Locations: Parcel #	Municipality
1 - 158.00-2,014.04,000.	JESSUP TOWNSHIP
Information:	Consideration: \$1.00
Grantor: VAUTER, DANIEL	Grantee: VAUTER, DANIEL
	2 - TAYOUN, MARYANN
Locations: Parcel #	Municipality
1 - 248.00-1,003.01,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$7,000.00
Grantor: UPRIGHT, SHERRY L	Grantee: EBHARDT, JEREMY J
	2 - EBHARDT, LENORE D
Locations: Parcel #	Municipality
1 - N/A	GREAT BEND TOWNSHIP
Information:	Consideration: \$121,000.00
Grantor: CALLA, DAVID A (ESTATE)	Grantee: PICKERING, LAWRENCE JR
Locations: Parcel #	Municipality
1 - 031.14-1,008.01,000.	GREAT BEND TOWNSHIP
Information:	Consideration: \$1.00
Grantor: BUNN, KEVIN R	Grantee: METHANE MANOR LLC
2 - BUNN, JOAN M	
Locations: Parcel #	Municipality
1 - 130.00-1,046.00,000.	NEW MILFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: GARNER-RICHARDS, STEVEN P	Grantee: GARNER-RICHARDS, JOANN
2 - GARNER-RICHARDS, JOANN	
Locations: Parcel #	Municipality
1 - 045.12-1,033.00,000.	SILVER LAKE TOWNSHIP
Information:	Consideration: \$30,000.00
Grantor: BIRCHARD, LARRY E	Grantee: BIRCHARD, CHAPIN E
2 - BIRCHARD, SHEILA I	
Locations: Parcel #	Municipality
1 - N/A	FOREST LAKE TOWNSHIP
Information:	Consideration: \$140,000.00
Grantor: KOGUT, EDWARD M	Grantee: LONGSTREET, ERICA CHRISTINE
2 - KOGUT, DONNA M	2 - CUMMINGS, CHRISTOPHER
Locations: Parcel #	Municipality
1 - N/A	NEW MILFORD BOROUGH



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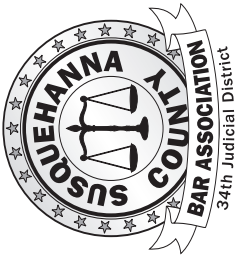
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