

# OFFICIAL LEGAL JOURNAL OF SUSQUEHANNA COUNTY, PA

34th Judicial District

Vol. 3 ★ December 14, 2018 ★ Montrose, PA ★ No. 37



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## CASES REPORTED

Linda Stone, on behalf of herself and those similarly situated, Plaintiff  
v.  
Troy Construction, LLC, Defendant

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### Court of Common Pleas 34th Judicial District:

The Hon. Jason J. Legg  
*President Judge*

The Hon. Kenneth W. Seamans  
*Senior Judge*

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

*The Official Legal Publication of Susquehanna County, Pennsylvania*



Legal Journal of Susquehanna County

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Cover illustration by Kathleen Howell, an award-winning Pennsylvania artist. Her renderings of the "Pennsylvania County Courthouse Series" are on display at the Pennsylvania Judicial Center in Harrisburg, Pennsylvania.

*The Legal Journal of Susquehanna County is published and produced by the Susquehanna County Bar Association and Bailey Design and Advertising.*

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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.

All legal notices must be submitted either via email or in typewritten form and are published exactly as submitted by the advertiser. *The Legal Journal* assumes no responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes in context. As pertains to all content in each issue, all efforts have been made to accurately publish the information provided by court sources, however Publisher and Susquehanna County Bar Association cannot be held liable for any typographical errors or errors in factual information contained therein.

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

## MESSAGE FROM THE SUSQUEHANNA COUNTY BAR ASSOCIATION



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

### PRICING & RATES

#### **Notice Pricing**

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*All other notices will be billed at \$1.90 per line. Minimum insertion fees apply.*

*A fee of \$10 will be added to all legal notices for the Notarized Proof of Publication.*

#### **Subscription Rates**

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Mailed Copy	\$100
Emailed Copy	\$50
Mailed & Emailed	\$125

*Individual copies available for \$5 each*

*Subscription Year: March–February*

*Prorated subscriptions available*

### SUSQUEHANNA COUNTY OFFICIALS

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Kenneth W. Seamans, *Senior Judge*

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Suzanne Brainard

#### **Court Administrator**

Cathy Hawley

#### **Sheriff**

Lance Benedict

#### **District Attorney**

Marion O'Malley, Esq.

#### **Prothonotary, Clerk of The Court**

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#### **Clerk of The Orphan's Court**

Michelle Estabrook

#### **Coroner**

Anthony J. Conarton

#### **Auditors**

George Starzec

Susan Jennings

Richard Suraci

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**

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**No. 2018-540 CP****LINDA STONE, on behalf of herself and those similarly situated,  
Plaintiff****v.****TROY CONSTRUCTION, LLC,  
Defendant**

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*Opinion continued from the December 7, 2018 issue*

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Stone acknowledges that case law supports Troy's position that a contractual entitlement to wages is necessary to prevail on a WPCL claim. Nevertheless, Stone points to the Superior Court's holding in Lugo v. Farmers Pride, Inc., 967 A.2d 963 (Pa. Super. Ct.), *appeal denied*, 980 A.2d 609 (Pa. 2009), in support of her contention that she need not plead a contract or agreement in order to support her claim under the WPCL. In Lugo, the Superior Court allowed a claim under the WPCL to proceed where the plaintiffs averred that they were owed wages for time spent donning and removing protective gear where those tasks were required by both the employer and government regulations. The plaintiffs' complaint alleged that the employer promised "that they would be paid for all hours worked" but did not allege that they would be paid for the time spent donning, removing and sanitizing the protective gear. Id. at 965. Nevertheless, the Superior Court found that the plaintiffs had stated a claim under the WPCL on a statutory – not contractual – basis.

After Lugo was decided, a few federal courts allowed WPCL claims to go forward despite a failure by the plaintiffs to specifically plead a contractual obligation to pay wages. See Galloway v. George Junior Republic, 2013 WL 5307584, at \*16 (W.D. Pa. Sept. 19, 2013)(holding that pursuant to Lugo "where a complaint alleges that certain wages may be owed under the PMWA (a statutory basis), a plaintiff may also enforce the right to those wages under the WPCL, even in the absence of a contract"); Hively v. Allis-Chalmers Energy, Inc., 2013 WL 2557629, at \*2 (W.D. Pa. June 10, 2013)(holding that claim was sufficiently pled even where plaintiffs failed to allege the existence of an employment contract that obliges defendant to pay supervisors overtime wages); Moser v. Papadopoulos, 2011 WL 2441304, at \*3 (E.D. Pa. June 16, 2011)(finding that Lugo's adoption of a broader interpretation of the WPCL as a vehicle for employees to recover unpaid wages regardless of the source of their employer's responsibility to pay the wages

“departs from the ‘contractual approach’ adopted in earlier Superior Court opinions” but noting that “[t]he viability of a claim under the WPCL for wages owed pursuant to an employer’s statutory (rather than contractual) obligations is an unsettled area of Pennsylvania Law”). Thus, a few federal appellate courts have relied on Lugo in determining that a contract is not necessary to support a WPCL claim.

However, shortly after Lugo was decided, the Superior Court in Braun v. Wal-Mart Stores, Inc., 24 A.3d 875 (Pa. Super. Ct. 2011), considered a WPCL claim for breach of an agreement to pay wages for rest breaks, meal breaks and off-the-clock work.<sup>6</sup> The Braun court found that in order to assert a wage payment claim under the WPCL, the plaintiff “must aver a contractual entitlement to compensation from wages and a failure to pay that compensation.” Id. at 954 (citing Sullivan v. Chartwell Inv. Partners, LP, 873 A.2d 710, 716 (Pa. Super. Ct. 2005)).<sup>7</sup> Several federal appellate courts have also followed Braun. See Ford-Greene v. NHS, Inc., 106 F. Supp. 3d 590, 614-15 (E.D. Pa. 2015)(holding that where the plaintiff has failed to allege the existence of a contract, the plaintiff has not pled a contractual right to wages that would be recoverable pursuant to the WPCL); Zandier v. Babcock & Wilcox Const. Co. Inc., 2015 WL 757480, at \*9 (W.D. Pa. Feb. 23, 2015)(explaining that a “prerequisite for relief under the WPCL is a contract between employee and employer that sets forth their agreement on wages to be paid”); Diodato v. Wells Fargo Ins. Servs., USA, Inc., 44 F. Supp. 3d 541, 559 (M.D. Pa. 2014) (stating that “[c]laims for violation of the WPCL are entirely contingent upon proof of a contractual obligation to pay wages and an attendant breach of that

6 The Superior Court determined that the employee handbook was a contract and because the employer’s policy directed employees to take rest breaks, the rest breaks were “fringe benefits” under the WPCL. Id. at 956-57. Because there was a contractual agreement between Wal-Mart and its employees for a paid rest break, the Superior Court concluded that Wal-Mart’s failure to comply with the contractual agreements constituted a WPCL claim. Id. at 959.

7 The Superior Court cited to Lugo, 967 A.2d at 968, for the proposition that the WPCL “provides employees a statutory remedy to recover wages and other benefits that are contractually due to them.” 24 A.3d at 953. Thus, the court did consider the Lugo decision but did not distinguish it nor expressly overrule that court’s determination that a contractual entitlement to wages is not necessary to sustain a WPCL claim. In this regard, Braun made clear that a plaintiff must allege “at a minimum, an implied oral contract between the employees and the employer.” Braun, 24 A.3d at 954.

While the plaintiffs in Lugo failed to allege that the employer promised to pay them for time spent donning, doffing and removing their sanitized protective work gear, they did allege that the employer promised “that they would be paid for all hours worked.” 967 A.2d at 965. Given that the employer and government regulations required the plaintiffs in Lugo to wear protective gear, the plaintiffs’ allegation that there was an agreement for payment for all hours worked plainly encompasses all required duties of an employer. Unlike in Lugo, Stone has failed to allege even that Troy promised to pay her and similarly situated employees wages for work performed – alleging only that Troy “failed to properly pay” Stone and Class Plaintiffs 1.5 times their regular rate for all hours worked in excess of 40 in a workweek. (2nd Amended Cmp. ¶46.) But even accepting these allegations and all reasonable inferences that may be drawn from them, Stone alleges there was an implied employment contract with Troy for an hourly wage, a per diem, and overtime pay. Stone does not allege that Troy breached the implied contract. Instead, Stone contends that the implied contract did not comply with the applicable law, i.e., the per diem was Troy’s means of avoiding a higher hourly wage. Even accepting this allegation as true, it would not demonstrate a breach of an employment contract – implied or otherwise. Troy paid Stone what it promised to pay Stone. There are no allegations that Troy breached any contractual agreement with Stone.

obligation”); Drummond v. Herr Foods Inc., 2014 WL 80729, at \*3 (E.D. Pa. Jan. 9, 2014)(concluding that “the current state of the case law requires a plaintiff to establish a contractual obligation to compensation to state a WPCL claim”); Blackwell-Murray v. PNC Bank, 963 F.Supp.2d 448, 470 (E.D.Pa. 2013)(stating that relief under the WPCL is unlikely without the existence of a contract). Recently, the United States District Court for the Middle District of Pennsylvania reiterated that “[r]elief under the WPCL is implausible without [the] existence of a contract.” Nagle v. Comprehensive Women’s Health Servs., P.C., 2018 WL 1473833, at \*14 (M.D. Pa. Jan. 19, 2018)(citing Razak v. Uber Techs., 2016 WL 5874822, at \*9 (E.D. Pa. Oct. 7, 2016)).

Admittedly, Lugo and Braun appear facially inconsistent. A closer reading, however, demonstrates that Lugo involved a case where the plaintiffs had properly pled a breach of contract claim. Lugo, 967 A.2d at 969. The breach of contract claim was interwoven with the PMWA, i.e., there was an agreement to be paid “for all hours worked.” Id. In other words, Lugo does not involve a case where no contract – express or implied – existed. Without any analysis, Lugo stated summarily that the plaintiffs could enforce their right to wages under the PMWA through the WPCL. Id. There was absolutely no discussion of the requirement for a contractual relationship to exist for a WPCL claim. This is understandable as none was necessary given that Lugo determined that the plaintiffs had properly pled a breach of the contract between the parties.

Conversely, Braun contains an extensive analysis on the requirement of a contractual relationship (express or implied) in order to maintain a claim under the WPCL. Braun’s analysis can easily be applied to Lugo where the plaintiffs had specifically alleged a contractual relationship to receive pay “for all hours worked.” Braun and Lugo are thereby reconcilable. After Braun, the federal courts have abandoned the mere suggestion in Lugo that no contractual relationship was necessary to maintain a WPCL claim; instead, the federal courts now conclude that Pennsylvania law requires an express or implied contractual relationship in order to state a claim under the WPCL.

In order to state a viable WPCL claim, Stone must aver facts that set forth an agreement or contract entered into by herself and Troy as to payment of wages. Despite three attempts, Stone has never pled the existence of any express or implied contract between herself and Troy. In the absence of any factual averments as to the specific contractual relationship between Stone and Troy, Count II of Stone’s Second Amended Complaint fails to state a claim under the WPCL.

In the absence of a written contract, in order to recover under the WPCL, the employee must establish that there was an implied oral contract. Braun, 24 A.3d at 954; Nagle, at \*14. A contract may be implied by the circumstances alleged in the complaint. Oxner v. Cliveden Nursing & Rehab. Center, 132 F. Supp.3d 645, 649 (E.D. Pa. 2015). (stating that “an implied contract arises when parties agree on the obligation to be incurred, but their intention, instead of being expressed in words, is inferred from the relationship between the parties and their conduct in light of the surrounding circumstances.”). Stone alleges that she worked for Troy at a rate of pay of \$10.75 per hour, that Troy paid her an additional \$109 “per diem” each day, and Troy paid her

overtime at a rate of 1.5 times her hourly wage. While Stone failed to allege any written contractual agreement, the pleading demonstrates that Stone accepted employment at \$10.75 per hour with a \$109 per diem and overtime pay for any hours in excess of 40 each week. There is no allegation that Troy failed to comply with any of these terms.

Instead, Stone argues that the “per diem” did not cover legitimate expenses and that those monies should have been included in her “base pay” which would have thereby increased her overtime compensation. These allegations concede that Troy never agreed to include the “per diem” in Stone’s base pay and that Stone accepted employment knowing that the “per diem” was not part of her base pay. Stone’s pleading attempts to change the parties’ understanding of their employment arrangement through a WPCL claim. This is not a case where an employer failed to pay an employee as promised; rather, this is a case where an employee entered into an employment relationship, received what was bargained for, and now seeks to alter that relationship and thereby assert a WPCL claim. Because Stone’s pleading makes clear that Troy did not breach any contractual obligation that may have been implied, Count II of the Second Amended Complaint fails to state a viable WPCL claim. For these reasons, Troy’s preliminary objection under Rule 1028(a)(4) will be sustained as to Count II.



**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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**ADMINISTRATOR NOTICE**

Estate of Louis R. Vinci  
Late of Gibson Township  
ADMINISTRATOR

Matthew Vinci  
11204 SR 92  
So. Gibson, PA 18842  
ATTORNEY  
John R. Dean  
Attorney at Law  
72 Public Avenue  
Montrose, PA 18801

**12/14/2018 • 12/21/2018 • 12/28/2018**

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**ESTATE NOTICE**

In the Estate of John R.  
Harasymczuk and the Estate of  
Teresa Harasymczuk, late of the  
Township of Liberty, Susquehanna  
County, Pennsylvania,

Letters Testamentary in the above  
estates having been granted to the  
undersigned, all persons indebted  
to said estates are requested to

make prompt payment and all  
those having claims against said  
estates will present them without  
delay to:

Louis Harasymczuk  
3094 North Road  
Montrose, PA 18801

Or

Attorney for the Estates  
Susan L. English, Esq.  
Coughlin & Gerhart, LLP  
21-23 Public Avenue  
Montrose, PA 18801

**12/14/2018 • 12/21/2018 • 12/28/2018**

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**EXECUTRIX NOTICE**

Estate of Steven A. Hackel  
Late of Choconut Township  
EXECUTRIX

Terese M. Kar  
216 Blake Rd.  
Friendsville, PA 18818  
ATTORNEY

John R. Dean  
Attorney at Law  
72 Public Avenue  
Montrose, PA 18801

**12/14/2018 • 12/21/2018 • 12/28/2018**

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**ESTATE NOTICE**

Estate of Evelyn H. Fiske,  
deceased, of 47 Prospect Street,  
Susquehanna, Susquehanna  
County, Pennsylvania, who died



May 30, 2018.

Letters Testamentary have been granted to Patricia Hobart, 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:

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

12/14/2018 • 12/21/2018 • 12/28/2018

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#### **ADMINISTRATRIX NOTICE**

Estate of John A. Amrein, III  
Late of Lanesboro Borough  
ADMINISTRATRIX  
Melayna Burch  
227 Montrose Drive, Lot 35  
Conklin, NY 13748  
ATTORNEY  
Michael J. Giangrieco, Esquire  
Giangrieco Law, PC  
P.O. Box 126  
Montrose, PA 18801

12/7/2018 • 12/14/2018 • 12/21/2018

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#### **EXECUTOR NOTICE**

Estate of Sonia Gray  
Late of Lenox Township  
EXECUTOR  
Robert Gray  
144 Tuttle St.  
Simpson, PA 18407  
ATTORNEY  
Sean P. McGraw, Esq.

41 N. Main St., Suite 415  
Carbondale, PA 18407

12/7/2018 • 12/14/2018 • 12/21/2018

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#### **EXECUTOR'S NOTICE**

ESTATE OF MARLENE L. INNANEN, late of Clifford Township, Susquehanna County, Pennsylvania. Any person or persons having claim against or indebted to the estate present same to Melissa Dottle, 253 Turner Road, Pleasant Mount, Pennsylvania, 18453 Executor of the Estate. Ethan C. Wood, Esq., 921 Court St., Honesdale, PA 18431, Attorney for the Estate.

12/7/2018 • 12/14/2018 • 12/21/2018

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#### **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

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**OTHER NOTICES****ORPHANS' COURT DIVISION  
ESTATE NOTICE**

Public notice is hereby given to all persons interested in the following named Estate. The accountant of said Estate has filed in the Register's Office of Susquehanna County the accounting which has been certified to the Clerk of the Orphans' Court Division, Court of Common Pleas:

First and Final Accountings:

HELEN BOND, deceased  
Lance R Tabaka, Administrator

HAROLD D ELY, deceased  
Gerald E Ely, Executor

ARLETTA SECHRIST, deceased  
Cheryl McCollum, Executrix

GERALDINE RAE DARROW,  
deceased  
Jerry R Darrow Sr, Administrator

EMANUEL L DIETSCH,  
deceased  
Cynthia J Esposito, Executrix

JOSEPHINE J DILLON, deceased  
Joanne D Reimel, Executrix

The above accountings will be presented to the Judge of the Court of Common Pleas on Tuesday, December 18, 2018, and if no exceptions have been filed thereto the account will be Confirmed Final.

MICHELLE ESTABROOK  
CLERK OF ORPHANS' COURT

12/7/2018 • 12/14/2018

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

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

**SHERIFF'S SALE  
MORTGAGE FORECLOSURE  
JANUARY 8, 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  
1-8-2019 at 9:00 AM**

Writ of Execution No.:

2018-1170 CP

PROPERTY ADDRESS: 2624  
Stanley Lake Road FKA RR 1 Box  
1844

Friendsville, PA 18818

LOCATION: Township of  
Choconut

Tax ID #: 042.00-2,023.00,000

IMPROVEMENTS: ONE - TWO  
STORY WOOD FRAMED  
DWELLING

ONE - 23 X 26 TWO STORY  
WOOD FRAMED GARAGE

ONE - 14 X 14 WOOD FRAMED  
CARPORT

DEFENDANTS: ELENA  
GROOVER SOLELY IN HER  
CAPACITY AS HEIR OF

RONALD E. KOCAC AKA  
 RONDALD KOCAC, KIM  
 KOCAC SOLELY IN HER  
 CAPACITY AS HEIR OF  
 RONALD E. KOCAC AKA  
 RONALD KOCAC, LISA  
 KOCAC SOLELY IN HER  
 CAPACITY AS HEIR OF  
 RONALD E. KOCAC AKA  
 RONALD KOCAC AND  
 UNKNOUNW HEIRS OF  
 RONALD E. KOCAC AKA  
 RONALD KOCAC, DECEASED  
 ATTORNEY FOR PLAINTIFF:  
 Matthew Fissel, Esq  
 (215) 627-1322

#### NOTICE

The Sheriff shall not be liable for loss or damage to the premises sold resulting from any cause whatsoever and makes no representation or warranty regarding the condition of the premises. **Notice** is hereby given and directed to all parties in interest and claimants that a Schedule of Distribution will be filed by the Sheriff no later than 30 days after the sale and that distribution will be made in accordance with that Schedule unless exceptions are filed thereto within ten (10) days thereafter. Full amount of bid plus poundage must be paid on the date of the sale by 4:30 p.m. or deed will not be acknowledged. For details on individual Sheriff Sales please go to: <http://susqco.com/> - Law Enforcement, Sheriff's Office, Sale listings

Lance M. Benedict,  
 Susquehanna County Sheriff

12/14/2018 • 12/21/2018 • 12/28/2018

#### SHERIFF'S SALE MORTGAGE FORECLOSURE JANUARY 8, 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 1-8-2019 at 9:30 AM

Writ of Execution No.:

2018-1187 CP

PROPERTY ADDRESS: 139 5th  
 Street

Hallstead, PA 18822

LOCATION: Township of Great  
 Bend

Tax ID #: 031.18-1,010.00,000

IMPROVEMENTS: ONE – BI-  
 LEVEL WOOD FRAMED  
 DWELLING

ONE - 8 X 25 WOOD SHED

ONE – 18 X 36 IN GROUND  
 POOL

DEFENDANTS: Philip A. Lewis  
 and Kineta A. Lewis

ATTORNEY FOR PLAINTIFF:  
 Matthew Fissel, Esq  
 (215) 627-1322

#### NOTICE

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

Schedule of Distribution will be filed by the Sheriff no later than 30 days after the sale and that distribution will be made in accordance with that Schedule unless exceptions are filed thereto within ten (10) days thereafter. Full amount of bid plus poundage must be paid on the date of the sale by 4:30 p.m. or deed will not be acknowledged. For details on individual Sheriff Sales please go to: <http://susqco.com/> -Law Enforcement, Sheriff's Office, Sale listings

Lance M. Benedict,  
Susquehanna County Sheriff

12/14/2018 • 12/21/2018 • 12/28/2018

**SHERIFF'S SALE  
MORTGAGE FORECLOSURE  
JANUARY 8, 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  
1-8-2019 at 10:00 AM**

Writ of Execution No.:  
2018-1274 CP  
PROPERTY ADDRESS: 9135  
State Route 3023  
Springville, PA 18844  
LOCATION: Township of Dimock  
Tax ID #: 180.00-2,039.00,000  
IMPROVEMENTS: ONE - ONE  
STORY WOOD FRAMED

**DWELLING**

DEFENDANTS: Daniel B.  
Gesford and Jacie L. Gesford  
ATTORNEY FOR PLAINTIFF:  
Stephen Hladik, Esq  
(215) 855-9521

**NOTICE**

The Sheriff shall not be liable for loss or damage to the premises sold resulting from any cause whatsoever and makes no representation or warranty regarding the condition of the premises. **Notice** is hereby given and directed to all parties in interest and claimants that a Schedule of Distribution will be filed by the Sheriff no later than 30 days after the sale and that distribution will be made in accordance with that Schedule unless exceptions are filed thereto within ten (10) days thereafter. Full amount of bid plus poundage must be paid on the date of the sale by 4:30 p.m. or deed will not be acknowledged. For details on individual Sheriff Sales please go to: <http://susqco.com/> - Law Enforcement, Sheriff's Office, Sale listings

Lance M. Benedict,  
Susquehanna County Sheriff

12/14/2018 • 12/21/2018 • 12/28/2018

**SHERIFF'S SALE  
MORTGAGE FORECLOSURE  
JANUARY 8, 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**

**01-08-19 11:00 AM**

Writ of Execution No.:

2018-1352 CP

**PROPERTY ADDRESS:**

407 Jackson Avenue, Susquehanna, Pa 18847

**LOCATION:** Susquehanna Depot Borough

Tax ID #: 054.16-2,062.00,000.

**IMPROVEMENTS:** 1(ONE) – Two Story Wood Frame Dwelling  
1(ONE) – 12'x12' Wood

Frames Shed

**DEFENDANTS:** Jeffrey S. Potter and Marcia Ann Potter a/k/a Marcia A. Potter

**ATTORNEY FOR PLAINTIFF:**

Phelan Hallinan Diamond & Jones, LLP,  
(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

**12/14/2018 • 12/21/2018 • 12/28/2018**

**MORTGAGES AND DEEDS**

*RECORDED FROM NOVEMBER 29, 2018 TO DECEMBER 5, 2018  
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

**MORTGAGES**

Information:	Consideration: \$85,353.00
Mortgagor: COTTRELL, KENNETH D III	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - COTTRELL, MELODY R	2 - SUMMIT MORTGAGE CORPORATION
Locations: Parcel #	Municipality
1 - 249.19-1,026.00,000.	FOREST CITY 2W

Information:	Consideration: \$122,960.00
Mortgagor: NOLDY, DEREK C	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - PS BANK
Locations: Parcel #	Municipality
1 - 259.00-1,061.00,000.	LATHROP TOWNSHIP

Information:	Consideration: \$130,591.00
Mortgagor: GRIFFITHS, LORA	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - BEACH, ERIC TYLER	2 - QUICKEN LOANS INC
3 - GRIFFITHS, KEVIN M	
Locations: Parcel #	Municipality
1 - 184.00-2,032.00,000.	HARFORD TOWNSHIP

Information:	Consideration: \$30,000.00
Mortgagor: BITTING, MARK	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - BITTING, DONNA	
Locations: Parcel #	Municipality
1 - 038.00-1,010.02,000.	HARMONY TOWNSHIP

Information:	Consideration: \$174,000.00
Mortgagor: DAVIS, ALICE M	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - DAVIS, RAYMOND C	
Locations: Parcel #	Municipality
1 - 180.00-2,022.00,000.	DIMOCK TOWNSHIP
2 - 218.03-1,059.00,000.	SPRINGVILLE TOWNSHIP

Information:	Consideration: \$15,000.00
Mortgagor: STEGER, CARL E	Mortgagee: HONESDALE NATIONAL BANK
Locations: Parcel #	Municipality
1 - 211.00-1,012.00,000.	HERRICK TOWNSHIP

Information:	Consideration: \$20,000.00
Mortgagor: HICKOK, DONALD E	Mortgagee: DETWILER, MICHAEL D
2 - HICKOK, RUTH A	2 - DETWILER, LORRIE A
Locations: Parcel #	Municipality
1 - 113.00-1,013.00,000.	JACKSON TOWNSHIP

Information:	Consideration: \$121,950.00
Mortgagor: BREWER, KIMBER L	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - BREWER, SEAN P	2 - SUMMIT MORTGAGE CORPORATION
Locations: Parcel #	Municipality
1 - 084.00-1,023.00,000.	FOREST LAKE TOWNSHIP

Information:	Consideration: \$90,000.00
Mortgagor: GRECCO, JAMES J	Mortgagee: PS BANK
2 - GRECCO, CHRISTINE A	
Locations: Parcel #	Municipality
1 - 245.00-2,105.01,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$110,000.00
Mortgagor: ALBERSTON, JAMES	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - ALBERSTON, MARCIA P	2 - RESIDENTIAL MORTGAGES SERVICES INC
3 - ALBERSTON, RYAN M	
Locations: Parcel #	Municipality
1 - 240.00-1,075.00,000.	LATHROP TOWNSHIP
Information:	Consideration: \$50,000.00
Mortgagor: KAVKA, JOSEPH M	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - KAVKA, DEBRA L	
Locations: Parcel #	Municipality
1 - N/A	LENOX TOWNSHIP
Information:	Consideration: \$80,000.00
Mortgagor: NOVAK, JOEL	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
2 - NOVAK, SALLY	
Locations: Parcel #	Municipality
1 - 267.00-1,085.00,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$227,000.00
Mortgagor: GALVIN, MARK C	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - GALVIN, JENNIFER L	2 - CMG MORTGAGE INC (DBA) 3 - CMG FINANCIAL
Locations: Parcel #	Municipality
1 - 198.00-1,049.00,000.	DIMOCK TOWNSHIP
Information:	Consideration: \$47,000.00
Mortgagor: LOBDELL, BAMBI LYN	Mortgagee: UNITED STATES DEPARTMENT OF AGRICULTURE
	2 - UNITED STATES RURAL HOUSING SERVICE
Locations: Parcel #	Municipality
1 - N/A	FRANKLIN TOWNSHIP
Information:	Consideration: \$151,210.00
Mortgagor: MCELROY, BRUCE R	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - HOLTSMASER, ROSILENE	2 - QUICKEN LOANS INC
Locations: Parcel #	Municipality
1 - 167.09-1,038.00,000.	HARFORD TOWNSHIP
Information:	Consideration: \$127,000.00
Mortgagor: HAWK, DAVID S	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - HAWK, MICHELLE R	
Locations: Parcel #	Municipality
1 - 091.00-2,033.00,000.	NEW MILFORD TOWNSHIP
Information:	Consideration: \$247,500.00
Mortgagor: ZROWKA, RONALD	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 226.00-1,048.01,000.	CLIFFORD TOWNSHIP
2 - 226.00-1,045.00,000.	CLIFFORD TOWNSHIP

Information:	Consideration: \$25,000.00
Mortgagor: ZROWKA, RONALD	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 226.00-1,045.00,000.	CLIFFORD TOWNSHIP
2 - 226.00-1,048.01,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$91,000.00
Mortgagor: NEP SNO TRAILS INC	Mortgagee: JPF RESOURCES LLC
Locations: Parcel #	Municipality
1 - 249.19-3,001.00,000.	FOREST CITY 2W
Information:	Consideration: \$88,504.00
Mortgagor: WALLACE, CHAD D	Mortgagee: PS BANK
2 - WALLACE, KIM L	
Locations: Parcel #	Municipality
1 - 132.00-1,025.00,000.	JACKSON TOWNSHIP
Information:	Consideration: \$120,000.00
Mortgagor: HOLLISTER, BARBARA J	Mortgagee: COMMUNITY BANK
Locations: Parcel #	Municipality
1 - 143.05-3,005.01,000.	MONTROSE 2W
Information:	Consideration: \$153,000.00
Mortgagor: STOUT, CRAIG	Mortgagee: WELLS FARGO BANK
2 - STOUT, TAMMY	
Locations: Parcel #	Municipality
1 - 147.00-2,038.04,000.	HARFORD TOWNSHIP
Information:	Consideration: \$383,200.00
Mortgagor: NELSON, MICHAEL R	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - NELSON, LINDA B	
Locations: Parcel #	Municipality
1 - 170.00-2,003.00,000.	ARARAT TOWNSHIP
2 - 171.00-1,031.00,000.	ARARAT TOWNSHIP
Information:	Consideration: \$230,000.00
Mortgagor: ROBINSON, RICHARD L	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 168.00-2,032.00,000.	GIBSON TOWNSHIP

## DEEDS

Information:	Consideration: \$84,500.00
Grantor: HOLLAND, ROBERT E (AKA)	Grantee: COTTRELL, KENNETH D III
2 - HOLLAND, ROBERT ELORA	2 - COTTRELL, MELODY R
3 - HOLLAND, DAWN (AKA)	
4 - HOLLAND, DAWN M W	
Locations: Parcel #	Municipality
1 - 249.19-1,026.00,000.	FOREST CITY 2W
Information: MINERAL & ROYALTY	Consideration: \$10.00
Grantor: TRINITY BAY ENERGY LP	Grantee: CASCADE ENERGY LP
Locations: Parcel #	Municipality
1 - 236.00-1,076.00,000.	SPRINGVILLE TOWNSHIP
Information: MINERAL & ROYALTY	Consideration: \$10.00
Grantor: TRINITY BAY ENERGY LP	Grantee: CASCADE ENERGY LP
Locations: Parcel #	Municipality
1 - 218.03-1,038.00,000.	SPRINGVILLE TOWNSHIP



Information: MINERAL & ROYALTY	Consideration: \$10.00
Grantor: TRINITY BAY ENERGY LP	Grantee: CASCADE ENERGY LP
Locations: Parcel #	Municipality
1 - 157.15-1,005.00,000.	RUSH TOWNSHIP
Information: MINERAL & ROYALTY	Consideration: \$10.00
Grantor: TRINITY BAY ENERGY LP	Grantee: CASCADE ENERGY LP
Locations: Parcel #	Municipality
1 - 197.00-2,016.00,000.	AUBURN TOWNSHIP
Information:	Consideration: \$153,700.00
Grantor: HAZEN, JOHN W (ESTATE)	Grantee: NOLDY, DEREK C
Locations: Parcel #	Municipality
1 - 259.00-1,061.00,000.	LATHROP TOWNSHIP
Information:	Consideration: \$133,000.00
Grantor: GRAZIANO, WILLIAM J	Grantee: GRIFFITHS, LORA
2 - GRAZIANO, MICHELLE R	2 - BEACH, ERIC TYLER
	3 - GRIFFITHS, KEVIN M
Locations: Parcel #	Municipality
1 - 184.00-2,032.00,000.	HARFORD TOWNSHIP
Information: OIL AND GAS MINERAL DEED	Consideration: \$1.00
Grantor: ROBINSON, RICHARD J	Grantee: WILLOW DALE LLC
Locations: Parcel #	Municipality
1 - 236.00-1,013.01,000.	SPRINGVILLE TOWNSHIP
Information:	Consideration: \$97,500.00
Grantor: KINNIER, FRANK A	Grantee: DAVIS, ALICE M
2 - KINNIER, JANET L	
Locations: Parcel #	Municipality
1 - N/A	DIMOCK TOWNSHIP
Information:	Consideration: \$132,000.00
Grantor: GUENTER, JANET	Grantee: DAVIS, ALICE M
Locations: Parcel #	Municipality
1 - N/A	SPRINGVILLE TOWNSHIP
Information:	Consideration: \$5,000.00
Grantor: FREDERICI, WAYNE R	Grantee: ANTHONY, DANIEL
	2 - ANTHONY, LINDA
Locations: Parcel #	Municipality
1 - N/A	HARFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: KOZLEVCAR, GERALDINE M (ESTATE AKA)	Grantee: KOZLEVCAR, FRANK M
2 - KOZLEVCAR, GERALDINE (ESTATE)	2 - FORSETTE, KAREN
3 - FORSETTE, KAREN	
4 - KOZLEVCAR, FRANK M	
Locations: Parcel #	Municipality
1 - 268.11-1,017.00,000.	FOREST CITY
Information:	Consideration: \$1.00
Grantor: HICKOK, DONALD E	Grantee: DETWILER, LORRIE A
2 - HICKOK, RUTH A	2 - DETWILER, MICHAEL D
Locations: Parcel #	Municipality
1 - N/A	JACKSON TOWNSHIP
Information:	Consideration: \$124,500.00
Grantor: DANGELO, CECELIA T (ESTATE)	Grantee: BREWER, SEAN P
	2 - BREWER, KIMBER L
Locations: Parcel #	Municipality
1 - 084.00-1,023.00,000.	FOREST LAKE TOWNSHIP

Information: MINERAL DEED	Consideration: \$1.00
Grantor: KNIGHT, DANNY G 2 - KNIGHT, JUDY	Grantee: KNIGHT, JESSICA L (NBM) 2 - WELCH, JESSICA L
Locations: Parcel # 1 - 106.00-2,002.04,000.	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$38,000.00
Grantor: PECKINS, MATTHEW S 2 - PECKINS, NADINE K	Grantee: SOUTH GIBSON CEMETERY ASSOCIATION
Locations: Parcel # 1 - 206.00-2,037.00,000.	Municipality GIBSON TOWNSHIP
Information:	Consideration: \$150,000.00
Grantor: PHELPS, DENNIS E 2 - FOX, PATRICIA J	Grantee: ALBERSTON, JAMES 2 - ALBERSTON, MARCIA P 3 - ALBERSTON, RYAN
Locations: Parcel # 1 - 240.00-1,075.00,000.	Municipality LATHROP TOWNSHIP
Information:	Consideration: \$1.00
Grantor: WOODS, WALDO M	Grantee: WOODS, DANA
Locations: Parcel # 1 - 162.00-1,022.00,000.	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$1.00
Grantor: JURCO, RICHARD DENNIS (AKA ESTATE) 2 - JURCO, RICHARD (ESTATE)	Grantee: JURCO, KAREN LYNN
Locations: Parcel # 1 - 203.00-3,010.00,000.	Municipality LENOX TOWNSHIP
Information:	Consideration: \$1.00
Grantor: KILMER, JEFFREY	Grantee: KILMER, JEFFREY 2 - KILMER, DIANE
Locations: Parcel # 1 - N/A	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: KILMER, JEFFREY	Grantee: KILMER, JEFFREY 2 - KILMER, DIANE
Locations: Parcel # 1 - N/A	Municipality LIBERTY TOWNSHIP
Information:	Consideration: \$1.00
Grantor: KILMER, JEFFREY	Grantee: KILMER, JEFFREY 2 - KILMER, DIANE
Locations: Parcel # 1 - N/A	Municipality LIBERTY TOWNSHIP
Information:	Consideration: \$1.00
Grantor: KILMER, JEFFREY	Grantee: KILMER, JEFFREY 2 - KILMER, DIANE
Locations: Parcel # 1 - N/A	Municipality APOLACON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: KILMER, JEFFREY	Grantee: KILMER, JEFFREY 2 - KILMER, DIANE
Locations: Parcel # 1 - N/A	Municipality NEW MILFORD BOROUGH
Information:	Consideration: \$1.00
Grantor: ZROWKA, RONALD 2 - ZROWKA, ANNETTE L	Grantee: ZROWKA, RONALD
Locations: Parcel # 1 - 226.00-1,045.00,000.	Municipality CLIFFORD TOWNSHIP

Information:	Consideration: \$1.00
Grantor: ZROWKA, RONALD 2 - ZROWKA, ANNETTE L	Grantee: ZROWKA, RONALD
Locations: Parcel # 1 - 226.00-1,048.01,000.	Municipality CLIFFORD TOWNSHIP
Information: OIL GAS & MINERAL DEED	Consideration: \$1.00
Grantor: GROVER, DALE 2 - GROVER, DEBORAH 3 - GROVER, TIMOTHY 4 - GROVER, NICOLE	Grantee: CAVALLO MINERAL PARTNERS LLC
Locations: Parcel # 1 - 194.00-1,001.00,000.	Municipality RUSH TOWNSHIP
Information:	Consideration: \$50,000.00
Grantor: GEIGER, LYNNE B	Grantee: LOBDELL, BAMBI LYN
Locations: Parcel # 1 - 069.00-2,059.03,000.	Municipality FRANKLIN TOWNSHIP
Information:	Consideration: \$154,000.00
Grantor: DAVENPORT, HAROLD	Grantee: MCELROY, BRUCE R 2 - HOLTSMaster, ROSILENE
Locations: Parcel # 1 - 167.09-1,038.00,000.	Municipality HARFORD TOWNSHIP
Information: CORRECTIVE DEED	Consideration: \$1.00
Grantor: JENNINGS, DAVID L (ESTATE) 2 - JENNINGS, RITA M (ESTATE)	Grantee: KLIM, AMY J 2 - RAUB, JESSICA L 3 - ROLLISON, STACY A
Locations: Parcel # 1 - 147.00-2,004.00,000.	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$115,000.00
Grantor: JPF RESOURCES LLC	Grantee: NEP SNO TRAILS INC
Locations: Parcel # 1 - 249.19-3,001.00,000.	Municipality FOREST CITY 2W
Information:	Consideration: \$0.00
Grantor: WALLACE, CHAD D	Grantee: WALLACE, CHAD D 2 - WALLACE, KIM L
Locations: Parcel # 1 - 132.00-1,025.00,000.	Municipality JACKSON TOWNSHIP
Information:	Consideration: \$90,000.00
Grantor: GRAHAM, JANE R	Grantee: SHEARE, SEAN 2 - SHEARE, TARA
Locations: Parcel # 1 - N/A	Municipality CLIFFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: NELSON, MICHAEL R (TRUSTEE)	Grantee: NELSON, MICHAEL R 2 - NELSON, LINDA B
Locations: Parcel # 1 - 171.00-1,031.00,000. 2 - 170.00-2,003.00,000.	Municipality ARARAT TOWNSHIP ARARAT TOWNSHIP
Information:	Consideration: \$1.00
Grantor: ARMSTRONG, DOROTHY M	Grantee: ARMSTRONG, JEFFREY K 2 - ARMSTRONG, JEANNE M
Locations: Parcel # 1 - N/A	Municipality GREAT BEND TOWNSHIP

Information:

Grantor: OBRIEN, PHILIP

Locations: Parcel #

1 - N/A

Information:

Grantor: BURTS, LEON H

2 - BURTS, MARSHA

Locations: Parcel #

1 - N/A

Information:

Grantor: BURTS, LEON H

2 - BURTS, MARSHA

Locations: Parcel #

1 - N/A

Information: QUIT CLAIM DEED

Grantor: ROBINSON, PATRICIA

2 - ROBINSON, WILLIAM

Locations: Parcel #

1 - 266.11-1,003.00,000.

Information:

Grantor: COMLY, JEANNE M

Locations: Parcel #

1 - 256.00-1,017.00,000.

Consideration: \$1.00

Grantee: OBRIEN, TESLEE

Municipality

FOREST LAKE TOWNSHIP

Consideration: \$1.00

Grantee: BURTS, LEON H

2 - BURTS, MARSHA

3 - BURTS, CHARLES P

Municipality

FOREST LAKE TOWNSHIP

Consideration: \$1.00

Grantee: BURTS, LEON H

2 - BURTS, MARSHA

3 - BURTS, CHARLES P

Municipality

FOREST LAKE TOWNSHIP

Consideration: \$1.00

Grantee: OSBORN, ELIZABETH ANN

2 - KRACKE, FLORA

Municipality

CLIFFORD TOWNSHIP

Consideration: \$18,000.00

Grantee: STAUFFER, JEFFERY T

Municipality

SPRINGVILLE TOWNSHIP



**SUSQUEHANNA COUNTY BAR ASSOCIATION**

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