

OFFICIAL LEGAL JOURNAL

OF SUSQUEHANNA COUNTY, PA

34th Judicial District

Vol. 3 ★ March 22, 2019 ★ Montrose, PA ★ No. 51



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CASES REPORTED

Mildred Nemcek, Robert Nemcek, Gail D. Ferencik, Paul Ferencik, Kathy C. Kovack, and Mark Kovach, Plaintiffs,
vs.
Renee K. Birchard, individually, Renee K. Birchard, as Administratrix of the Estate of Joyce R. Warner, Eric K. Warner, and Cabot Oil and Gas Corporation, Inc., Defendants.

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Court of Common Pleas 34th Judicial District:

The Hon. Jason J. Legg
President Judge

The Hon. Kenneth W. Seamans
Senior Judge

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

The Official Legal Publication of Susquehanna County, Pennsylvania



Legal Journal of Susquehanna County

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

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

MESSAGE FROM THE SUSQUEHANNA COUNTY BAR ASSOCIATION



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

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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

MILDRED NEMCEK, ROBERT	:	
NEMCEK, GAIL D. FERENCIK,	:	
PAUL FERENCIK, KATHY C.	:	
KOVACK, and MARK KOVACH,	:	
Plaintiffs,	:	
 vs.	:	
	:	
RENEE K. BIRCHARD, individually,	:	No. 2018 - 271 C.P.
RENEE K. BIRCHARD, as	:	
Administratrix of the Estate of	:	
JOYCE R. WARNER, ERIC K.	:	
WARNER, and CABOT OIL AND	:	
GAS CORPORATION, INC.,	:	
Defendants.	:	

OPINION

I. Statement of Facts

On January 25, 2006, Sharon E. Winans, Executrix of the Estate of Harvey Winans, conveyed 153.99 acres in Jessup Township, Susquehanna County, Pennsylvania, to Joyce R. Warner, Mildred Nemcek, Gail D. Ferencik and Kathy C. Kovach. (Plf. S.J. Mot. ¶ 19; Def. S.J. Ans. ¶ 19; Plf. S.J. Ex. A.) The grantees held title to the real property as joint tenants with the right of survivorship (JTWROS). (*Id.*) On July 9, 2007, the joint tenants entered in contemporaneous oil and gas leases with Epsilon Energy, USA. (Plf. S.J. Mot. ¶ 22; Def. S.J. Ans. ¶ 22; Plf. S.J. Ex. B.) While each of the joint tenants entered into a separate oil and gas lease (hereinafter referred to as leases), each of the leases had identical terms providing for an initial five (5) year lease period which could be renewed for an additional five (5) year period. (Plf. S.J. Mot. ¶¶ 23-24; Def. S.J. Ans. ¶¶ 23-24.)

Joyce R. Warner died on January 16, 2010. (Plf. S.J. Mot. ¶ 25; Def. S.J. Ans. ¶ 25; Plf. S.J. Ex. C.) Thereafter, on February 1, 2010, Epsilon Energy assigned the leases to Chesapeake Appalachia, LLC. (Plf. S.J. Mot. ¶ 27; Def. S.J. Ans. ¶ 27; Plf. Ex. D.) On May 10, 2010, Chesapeake Appalachia, LLC partially assigned the leases to Statoil USA Onshore Properties, Inc. (Plf. S.J. Mot. ¶ 28; Def. S.J. Ans. ¶ 28; Plf. S.J. Ex. E.) Thereafter, Chesapeake Appalachia, LLC opted to extend the leases for an additional five (5) year period on June 26, 2010. (Plf. S.J. Mot. ¶ 29; Def. S.J. Ans. ¶ 29; Plf. S.J. Ex.

F.) On May 18, 2012, the leases were assigned to Cabot Oil and Gas Corporation, Inc. (Plf. S.J. Mot. ¶ 33; Def. S.J. Ans. ¶ 33; Plf. S.J. Ex. G.) On December 14, 2013, natural gas production began on the subject real property. (Plf. S.J. Mot. ¶ 35; Def. S.J. Ans. ¶ 35.)

II. Procedural History

On February 21, 2018, plaintiffs filed a complaint against defendants asserting two counts: (1) declaratory judgment; and (2) accounting. On March 16, 2018, Birchard defendants filed an answer along with a counterclaim asserting four counts: (1) declaratory judgment; (2) accounting; (3) reformation of deed; and (4) conversion. On March 19, 2018, defendant Cabot Oil and Gas Company filed its answer and new matter. On April 18, 2018, plaintiffs filed an answer, new matter and affirmative defenses to the Birchard defendants' counterclaim. On May 11, 2018, the Birchard defendants filed an answer to plaintiffs' new matter and affirmative defenses. On November 30, 2018, plaintiffs filed a motion for summary judgment. On December 3, 2018, the Birchard defendants filed an answer to the motion for summary judgment. On December 10, 2018, oral argument was conducted and counsel for plaintiffs and the Birchard defendants agreed that there were no disputed material facts and the matter was solely a question of law.¹

III. Standard of Review

Summary judgment is appropriate “where the record clearly demonstrates that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law.” Summers v. Certainteed Corp., 997 A.2d 1152, 1159 (Pa. 2010) (citing Pennsylvania Rule of Civil Procedure 1035.2(1)). In reviewing a motion for summary judgment, the court must consider all facts (and any reasonable inferences deducible therefrom) in a “light most favorable to the non-moving party.” Id. Any doubts must be resolved in favor of the non-moving party and, for this reason, summary judgment is only proper where the record is “clear and free from all doubt.” Id. This is not to suggest that the non-moving party bears no burden; rather, the non-moving party must still “adduce sufficient evidence on an issue essential to his case and on which he bears the burden of proof such that a jury could return a verdict in his favor.” Burlington Coat Factory of Pa., LLC v. Grace Constr. Management Co., LLC, 126 A.3d 1010 (Pa. Super. Ct. 2015). If a non-moving party failed to present such evidence demonstrating a question of material fact, then summary judgment will be granted to the moving party. Id. As noted, the parties agree that there are no genuine issues of material fact in dispute and the matter is purely a question of law.

IV. Discussion

The question presented by this case is a pure question of law as to whether decedent Joyce Warner's signing of her lease simultaneous with her other joint tenants executing

¹ Defendant Cabot Oil and Gas Company did not appear for the oral argument. In its new matter, defendant Cabot Oil and Gas Company noted that it was escrowing the natural gas royalties as a result of the dispute between the parties and that it would “make payment of the escrowed royalties as directed by the Court.”

identical leases resulted in a severance of the natural gas rights from the real property so as to defeat the right of survivorship between the joint tenants. Stated differently, the question is whether the simultaneous execution of the leases by all joint tenants severed the right of survivorship as it related to the natural gas interests in the real property such that the Estate of Joyce R. Warner retained an interest in the natural gas rights despite Joyce R. Warner predeceasing the other joint tenants. Defendants do not argue that the joint tenancy was ever severed as it relates to the real property itself; rather, defendants contend that there was only a severance of the natural gas rights from the joint tenancy as a result of the execution of the leases by the joint tenants.

The Pennsylvania Supreme Court has addressed this specific question. See In re Estate of Quick, 905 A.2d 471 (Pa. 2006). In Estate of Quick, a JTWROS was created in a 1957 between three separate individuals in connection with the ownership of 23 acres in Westmoreland Township. Id. at 473. In 1972, one of the joint tenants died thereby vesting title in the remaining two joint tenants (Bean and Quick). In 1979, the two remaining joint tenants executed separate but nearly identical oil and gas leases to the same lessor.² Id. The leases were not executed simultaneously; rather, there was a three-month delay between the two leases. Id. After the death of Quick, the question became whether Bean, the sole surviving joint tenant, owned the oil and gas rights or whether the separate leases executed by the parties resulted in a severance of the JTWROS such that the Estate of Quick retained a 1/2 interest in the oil and gas rights and Bean retained the other 1/2 interest. Id. at 473-74. After reviewing these facts, the Pennsylvania Supreme Court declared:

Clearly and without dispute, the parties here intended to hold title as JTWROS. Appellants argue that following the execution of Bean's 1979 oil and gas lease, the JTWROS between Bean and Quick was severed, resulting in a tenancy in common. Appellants would have us adopt a rule that a lease executed by fewer than all of the joint tenants, in all instances severs a JTWROS. This we refuse to do. The intentions of the parties executing the leases cannot be ignored, lest we cause unwary titleholders to inadvertently undo that unity of title which they must purposefully create.

* * * *

The intention of the parties is the ultimate guide where there is doubt or ambiguity regarding a covenant in a contract or a term in a grant. Their intention is determinative when considering whether a JTWROS was created. The intention of the parties must also be considered when determining the severance of that tenancy. There is no evidence the parties here intended the 1979 oil and gas leases to sever their JTWROS; their JTWROS remained intact

² The first lease that was executed by Bean and contained an additional handwritten notation that was not contained in the subsequent lease executed by Quick. The additional provision provided that "[s]hould any question of property ownership or royalty disbursements [sic] arise, Lessor has agreed to accept full responsibility." Id.

and, by operation of law, Bean became the sole owner of the property upon Quick's death.

Id. at 475-477 (citations omitted). In order to accomplish a severance of a JTWROS through separate lease transactions by joint tenants, the leases must demonstrate a "sufficient manifestation" so as to demonstrate "affirmative steps to create a tenancy in common" between the former joint tenants. Id. at 476.

In an analogous case, the California Supreme Court considered whether the act of a single joint tenant entering into a 10-year lease agreement without the knowledge or consent of the other joint tenant was sufficient to sever the JTWROS. See Tenhet v. Boswell, 554 P.2d 330 (Ca. 1976). In particular, the lease agreement actually contained a right of first refusal in the event that the joint tenant decided to sell the real estate. Id. at 332. In assessing whether this unilateral act of leasing the jointly held property together with a right of first refusal resulted in a severance of the JTWROS, the California Supreme Court stated:

If plaintiff and Johnson did not choose to continue the joint tenancy, they might have converted it into a tenancy in common by written mutual agreement. They might also have jointly conveyed the property to a third person and divided the proceeds. Even if they could not agree to act in concert, either plaintiff or Johnson might have severed the joint tenancy, with or without the consent of the other, by an act which was clearly indicative of an intent to terminate, such as a conveyance or her or his entire interest. Either might also have brought an action to partition the property, which, upon judgment, would have effected a severance. Because a joint tenancy may be created by only express intent, and because there are alternative and unambiguous means of altering the nature of that estate, we hold that the lease here in issue did not operate to sever the joint tenancy.

Id. at 336; see also Taylor v. Canterbury, 92 P.3d 961, 966 (Colo. 2004) ("Along the same lines, mortgages, leases and other encumbrances that did not involve the transfer of legal title were considered insufficient to sever a joint tenancy. Again, the underlying rationale was that because the grantor had not transferred title to the real property, the unities remained intact and the transaction did not sever the joint tenancy."); Ogilvie v. Idaho Bank & Trust Co., 582 P.2d 215, 221 (Idaho 1978) ("A lease, or other similar conveyance transferring possession of joint tenancy property to a third party, executed by all the joint tenants does not sever a joint tenancy, nor will severance result when less than all joint tenants execute a lease of joint tenancy property."); Hammond v. McArthur, 183 P.2d 1, 3 (Cal. 1947) ("And a lease by one joint tenant for a term of years will not effect a complete severance of the tenancy."); Walk v. Miller, 650 P.2d 1286, 1287 (Colo. Ct. App. 1981) (finding that husband's unilateral execution of a residential lease did not sever joint tenancy between husband and wife); Cole v. Cole, 294 P.2d 494, 495 (Cal. Dist. Ct. App. 1956) ("A lease for a term of years by one joint tenant to a stranger will not effect a complete severance of the joint tenancy."); Texaco, Inc. v. Del Papa, 1976

WL 181961, at *20 (R.I. Super. Ct. 1976) (“The Court finds that a lease for years given by one joint tenant without the consent of this co-joint tenant does not, standing alone, sever the joint tenancy and create a tenancy in common but that legal result will turn upon the intention of the joint-tortfeasor-lessor.”); 20 Am Jur. 2d Cotenancy and Joint Ownership § 25 (Westlaw Nov. 2018 Update) (“A joint tenancy is not severed by the act of both or all joint tenants in leasing out the premises. There is authority for the view that a lease of the premises by one joint tenant to another or to a stranger does not sever a joint tenancy, although there is also authority that a lease of the premises by one joint tenant to a stranger does sever the tenancy.”); but see Alexander v. Boyer, 253 A.2d 359, 366 (Md. Ct. App. 1969) (“We agree that the better view is that a lease does destroy one or more of the essential four unities and results in a severance and termination of the joint estate.”). Thus, even where a single joint tenant acts unilaterally in leasing the jointly hold property, the lease will not sever the JTWROS absent evidence of the specific intent to do so.

In this case, there were four joint tenants who executed leases simultaneous with each other on July 9, 2007. (Plf. S.J.Mot., Ex. B.) The record demonstrates that the joint tenants executed the leases on the same day at the same location before the same notary public. (Id.) Each of the joint tenants’ leases were identical and included the same Exhibit “A.” (Id.) The Birchard defendants have presented no evidence whatsoever that even suggests that Joyce Warner intended to sever the JTWROS when she and her joint tenants simultaneous entered into identical leases on July 9, 2007. In the absence of evidence of a specific intent to sever the JTWROS at the time of the execution of the leases, the JTWROS continued to exist as it related to the real property and the oil and gas interests. Upon her death, Joyce Warner’s title to the real property and the natural gas rights were transferred by operation of law to her surviving joint tenants.

Given the absence of any issue of material fact as it relates to the severance of the title held as JTWROS, plaintiff’s request for summary judgment on Count I will be granted. For the same reasons, summary judgment will be entered in favor of counterclaim defendants and against the counterclaim plaintiffs as to counterclaim count I and II.

As to Counterclaim counts III and IV, there is no record developed as to these two counts and the parties have not provided the court with any record to support summary judgment on these two counts. Likewise, plaintiffs request for an accounting from defendant Cabot Oil and Gas Corporation has not been addressed in the pending motion for summary judgment.



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.

ADMINISTRATRIX NOTICE

Estate of Calvin A. Yoder AKA
Calvin Yoder
Late of Susquehanna Borough
CO-ADMINISTRATRIX
Ashlie Yoder
39 Side Avenue
Susquehanna, PA 18847
CO-ADMINISTRATRIX
Tiffanie Wolf
39 Side Avenue
Susquehanna, PA 18847
ATTORNEY
Michael Briechle, Esq.
4 Chestnut Street
Montrose, PA 18801

3/22/2019 • 3/29/2019 • 4/5/2019

ESTATE NOTICE

Notice is hereby given that letters testamentary have been granted in the ESTATE OF **IRENE W. BROOKS**, late of the Rush Township, Pennsylvania, (died January 3, 2019) to Ronald A.

Brooks, Executor. All persons indebted to the estate are required to make payment, and those having claims or demands to present the same without delay to Ronald A. Brooks or to Levene Gouldin & Thompson, LLP, attorneys for the estate, 450 Plaza Drive, Vestal, New York 13850.

3/22/2019 • 3/29/2019 • 4/5/2019

ADMINISTRATOR NOTICE

Estate of William F. Cacioppo
AKA William Cacioppo
Late of Brooklyn Township
CO-ADMINISTRATOR
William B. Cacioppo
373 Tripps Road
Kingsley, PA 18826
CO- ADMINISTRATRIX
Erin R. Cacioppo
373 Tripps Road
Kingsley, PA 18826
ATTORNEY
Michael J. Giangrieco, Esquire
Giangrieco Law, PC
P.O. Box 126
Montrose, PA 18801

3/22/2019 • 3/29/2019 • 4/5/2019

NOTICE

In the Estate of Doris Mae VanCott a/k/a Doris VanCott, deceased, late of New Milford Township, Susquehanna County, Pennsylvania.

Letters Testamentary in the above

estate having been issued to
Marvin B. VanCott and William J.
VanCott, all persons indebted to the
said estate are requested to make
payment; those having claims to
present the same without delay to:

Marvin B. VanCott
157 East Lake Road
New Milford, PA 18834

OR

William J. VanCott
351 East Lake Road
New Milford, PA 18834

OR

Michael J. Gathany
Attorney at Law
PO Box 953
Hallstead, PA 18822

3/22/2019 • 3/29/2019 • 4/5/2019

EXECUTRIX NOTICE

Estate of Eleanor A. Kurosky
Late of Bridgewater Township
EXECUTRIX
Cheryl Kurosky
49 Lori Drive
Apalachia, NY 13732
ATTORNEY
Kelly Law Office
Laurence M. Kelly
65 Public Avenue
Montrose, PA 18801

3/22/2019 • 3/29/2019 • 4/5/2019

EXECUTOR NOTICE

Estate of Thomas Teneralli
Late of Bridgewater Township
EXECUTOR
Frank Teneralli
1059 Alta Vista Drive
Laramie, WY 82072
ATTORNEY
Michael J. Giangrieco, Esquire
Giangrieco Law, PC
P.O. Box 126
Montrose, PA 18801

3/15/2019 • 3/22/2019 • 3/29/2019

ADMINISTRATOR NOTICE

Estate of Irving J. Brown
Late of Great Bend Township
ADMINISTRATOR
Aaron G. Treadway
310 Fourth St.
Hallstead, PA 18822

3/15/2019 • 3/22/2019 • 3/29/2019

EXECUTRIX NOTICE

Estate of Thomas R. Law
Late of Springville Township
EXECUTRIX
Sabina Kneeland
1447 Ellis Hollow Road
Ithaca, NY 14850
ATTORNEY
Catherine Garbus
24 East Tioga Street
Tunkhannock, PA 18657

3/8/2019 • 3/15/2019 • 3/22/2019

ESTATE NOTICE

In the Estate of Joyce S. Early, late of the Borough of Susquehanna, Susquehanna County, 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 those having claims against said estate will present them without delay to:

Glenna J. Novak
417 Criddle Road
Susquehanna, PA 18847

or

Joan F. Decker
177 Sherman Road
Susquehanna, PA 18847

or

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

3/8/2019 • 3/15/2019 • 3/22/2019

LEGAL AD

Estate of Cathy A. Fitzpatrick, late of Union Dale, Pennsylvania (Dies: January 22, 2019). Notice is hereby given that Letters Testamentary on the above Estate have been granted to Ronald Coleman, Executor. All persons indebted to the said Estate are required to make payment and those having claims to present the

same without delay to the Executor named herein, or to Neil F. MacDonald, Esquire, Durkin MacDonald, LLC, Attorney for this Estate, 536 Drinker Street, Dunmore, Pennsylvania 18512.

3/8/2019 • 3/15/2019 • 3/22/2019

ADMINISTRATRIX NOTICE

Estate of Ivan Stralka
Late of New Milford Township
ADMINISTRATRIX
Yveta Stralka
1001 Alexander Road
New Milford, PA 18834
ATTORNEY
Robert J. Hollister, Esquire
Giangrieco Law, PC
P.O. Box 126
Montrose, PA 18801

3/8/2019 • 3/15/2019 • 3/22/2019

OTHER NOTICES

NOTICE

IN THE UNITED STATES
BANKRUPTCY COURT
FOR THE WESTERN DISTRICT
OF PENNSYLVANIA

In re:

Somerset Regional Water
Resources, LLC,
Debtor.
Charles O. Zebley, Jr., Trustee
Movant,

vs.

Somerset Regional Water
Resources, LLC; Somerset Trust

Company; Susquehanna County Tax Claim Bureau; Dawn D. Arnold, Tax Collector; Peoples Neighborhood Bank; Community Bank, N.A. doing business as First Liberty Bank & Trust Co.; and Cabot Oil & Gas Corporation, Respondents.

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Case No.: 15-70766 JAD

Chapter 7

Document No.: 1305

Hearing Date and Time: April 5, 2019, at 11:00 a.m.

NOTICE OF NON-EVIDENTIARY HEARING WITH RESPONSE DEADLINE ON MOTION TO SELL THE ESTATE'S INTEREST IN REAL PROPERTY TO THE RESPONDENTS AND ALL CREDITORS AND PARTIES IN INTEREST:

You are hereby notified that the above Movant seeks an order to sell the estate's interest in real property in which respondents may have an interest. Property to be sold: Residential real estate located at 162 Basswood Lane, Montrose, Bridgewater Township, Susquehanna County, Pennsylvania, map number 143.00-1,007.01,000. Oil, gas and minerals excepted and reserved.

Initial Offerer: Dale Howell Enterprises, Inc., 361 Lakeview Drive, Springville, PA 18844.

Initial Offer: \$50,000 with \$1,000 down

Terms of Sale: No-Contingency, "AS IS, WHERE IS;" \$1,000 in

cash or certified funds at time of sale, the balance within thirty days. Buyer will pay any transfer taxes. Seller and Buyer will prorate as of the date of closing on a fiscal year basis all unpaid real estate taxes, municipal liens, and assessments encumbering the property. Buyer will pay to record the deed and all other costs of closing.

Contact: Charles O. Zebley, Jr., Trustee, P.O. Box 2124, Uniontown, Pennsylvania, 15401, (724) 439-9200, for information, terms and conditions, or to examine property.

Responses and objections shall be filed and served by March 28, 2019. Higher or better bids are not an objection to the motion. If respondents fail to timely respond, the motion may be granted without a hearing.

A hearing will be held on April 5, 2019, at 11:00 a.m. before Judge Deller in Court Room B, Penn Traffic Building, First Floor, 319 Washington Street, Johnstown, PA 15901. (Video Conferencing will be available in Courtroom D, 54th Floor, U.S. Steel Tower, 600 Grant Street, Pittsburgh, PA 15219.) The court will entertain higher and better offers at the hearing. Terms announced at sale will supercede the terms of any prior notice.

Requests for information regarding subject real estate should be directed to the undersigned.

ZEBLEY MEHALOV & WHITE, P.C.

Dated: March 11, 2019 BY

/s/ Charles O. Zebley, Jr.
Charles O. Zebley, Jr., Trustee
PA I.D. No. 28980
Zebley Mehalov & White, P.C.
P.O. Box 2124
Uniontown, PA 15401
(724) 439-9200
Email: COZ@Zeblaw.com

3/22/2019

NOTICE

**PRIVATE SALE OF REAL
ESTATE IN SUSQUEHANNA
COUNTY PREVIOUSLY
EXPOSED TO PUBLIC SALE
BY THE SUSQUEHANNA
COUNTY TAX CLAIM
BUREAU AND NOT SOLD
BECAUSE THE UPSET PRICE
WAS NOT BID.**

NOTICE is hereby given that the
Susquehanna County Tax Claim
Bureau will expose to private sale
property situate in Rush
Township, Parcel #155.00-
1,015.00,000, Control # 37-0-
009474, consisting of .11 acres,
land only, held in the name of

Mason, Edward W., c/o John I
Mason, Executor. The property
will be sold free and clear of all
tax claims and tax judgments.

The corporate authorities of any
taxing district having any tax
claims or tax judgments against
the property which is to be sold,
the owner, an interested party, or
a person interested in purchasing
the property may, if not satisfied
that the sale price indicated herein
is sufficient, within forty-five (45)
days after notice of the proposed
sale, may petition the Court of
Common Pleas of Susquehanna
County to disapprove the sale.

The sale of the said property
will be held May 1, 2019 at the
hour of 10:00 A.M., at the Tax
Claim Bureau office,
Susquehanna County Courthouse,
Montrose, Pennsylvania. The sale
price of the property is \$368.08

Jason D. Miller, Director
Susquehanna County Tax Claim
Bureau

3/15/2019 • 3/22/2019

MORTGAGES AND DEEDS

*RECORDED FROM MARCH 7, 2019 TO MARCH 13, 2019
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

MORTGAGES

Information:	Consideration: \$78,551.00
Mortgagor: BRAND, MATTHEW R	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - ABBOTT, STACY M	
Locations: Parcel #	Municipality
1 - N/A	HALLSTEAD BOROUGH
Information: OPEN-END MTG	Consideration: \$100,000.00
Mortgagor: MOLENKO PROPERTIES LLC	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 183.03-1,056.00,000.	BROOKLYN TOWNSHIP
Information:	Consideration: \$131,000.00
Mortgagor: CEBULAR, RAYMOND E	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 069.00-2,061.00,000.	FRANKLIN TOWNSHIP
Information:	Consideration: \$131,000.00
Mortgagor: CEBULAR, RAYMOND E	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 017.00-1,004.00,000.	HARMONY TOWNSHIP
Information:	Consideration: \$35,000.00
Mortgagor: MOLENKO, MIKE E	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - MOLENKO, JUDITH A	
Locations: Parcel #	Municipality
1 - 183.00-1,052.00,000.	BROOKLYN TOWNSHIP
Information:	Consideration: \$35,000.00
Mortgagor: MOLENKO, MICHAEL E	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - MOLENKO, JUDITH A	
Locations: Parcel #	Municipality
1 - 183.00-1,054.00,000.	BROOKLYN TOWNSHIP
Information:	Consideration: \$52,712.80
Mortgagor: DECHMAN, EDWARD G	Mortgagee: ZURLA, FRANK A III
2 - DECHMAN, EDWARD G (TRUST)	2 - ZURLA, MARGARET LOUISE
Locations: Parcel #	Municipality
1 - N/A	HARFORD TOWNSHIP
Information:	Consideration: \$156,800.00
Mortgagor: TOOLAN, SHANE C JR	Mortgagee: NBT BANK
2 - TOOLAN, ABIGAIL L	
Locations: Parcel #	Municipality
1 - 267.00-1,073.00,000.	CLIFFORD TOWNSHIP

Information:	Consideration: \$374,000.00
Mortgagor: MOLENKO, MIKE E	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - MOLENKO, JUDITH A	
Locations: Parcel #	Municipality
1 - 183.00-1,052.00,000.	BROOKLYN TOWNSHIP
Information:	Consideration: \$374,000.00
Mortgagor: MOLENKO, MICHAEL E	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - MOLENKO, JUDITH A	
Locations: Parcel #	Municipality
1 - 183.00-1,054.00,000.	BROOKLYN TOWNSHIP
Information:	Consideration: \$52,500.00
Mortgagor: MCHENRY, MIRANDA	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 031.15-1,097.03,000.	GREAT BEND BOROUGH
Information:	Consideration: \$225,000.00
Mortgagor: BAILEY, ROBERT J	Mortgagee: COVENANT BANK
Locations: Parcel #	Municipality
1 - 072.00-1,001.00,000.	GREAT BEND TOWNSHIP
Information:	Consideration: \$25,000.00
Mortgagor: BENSON, FELISHA	Mortgagee: CHEMUNG CANAL TRUST CO
2 - BENSON, MATTHEW D	
Locations: Parcel #	Municipality
1 - 110.00-1,021.01,000.	NEW MILFORD TOWNSHIP
Information:	Consideration: \$75,000.00
Mortgagor: SCHWAB, RICHARD A	Mortgagee: FIDELITY DEPOSIT & DISCOUNT BANK
2 - SCHWAB, SANDRA J RUSSELL	
Locations: Parcel #	Municipality
1 - 047.00-1,044.02,000.	LIBERTY TOWNSHIP
Information:	Consideration: \$62,900.00
Mortgagor: FAUGHT, MARK T	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - FAUGHT, JENNIFER T	2 - STEARNS LENDING LLC
Locations: Parcel #	Municipality
1 - 124.18-2,051.00,000.	MONTROSE 2W
Information:	Consideration: \$179,375.00
Mortgagor: ABPLANALP, HARRY	Mortgagee: QUICKEN LOANS INC
2 - ABPLANALP, CHRISTINE	2 - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
Locations: Parcel #	Municipality
1 - 171.00-2,003.01,000.	HERRICK TOWNSHIP
Information:	Consideration: \$41,400.00
Mortgagor: MUITER, BRENDA L	Mortgagee: VISIONS FEDERAL CREDIT UNION
2 - MUITER, ROBERT P	
Locations: Parcel #	Municipality
1 - 054.11-1,022.00,000.	OAKLAND BOROUGH
Information:	Consideration: \$100,000.00
Mortgagor: MILLARD, KEVIN	Mortgagee: HONSDALE NATIONAL BANK
Locations: Parcel #	Municipality
1 - N/A	SILVER LAKE TOWNSHIP

Information:	Consideration: \$180,000.00
Mortgagor: SHEFFLER, JODY LYNN	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - PS BANK
Locations: Parcel # 1 - 198.00-1,060.01,000.	Municipality DIMOCK TOWNSHIP
Information:	Consideration: \$77,777.00
Mortgagor: STACY, NANCY	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - STEARNS LENDING LLC
Locations: Parcel # 1 - 054.12-3,016.00,000.	Municipality SUSQUEHANNA

DEEDS

Information:	Consideration: \$80,000.00
Grantor: THATCHER, HOWARD J SR (ESTATE)	Grantee: BRAND, MATTHEW R 2 - ABBOTT, STACY M
Locations: Parcel # 1 - N/A	Municipality HALLSTEAD BOROUGH
Information:	Consideration: \$1.00
Grantor: THATCHER, HOWARD J SR (ESTATE)	Grantee: BRAND, MATTHEW R 2 - ABBOTT, STACY M
Locations: Parcel # 1 - N/A	Municipality HALLSTEAD BOROUGH
Information:	Consideration: \$1.00
Grantor: BLOXHAM, RAYMOND J 2 - BLOXHAM, ALICIA	Grantee: BLOXHAM, RAYMOND J
Locations: Parcel # 1 - 229.00-3,003.00,000.	Municipality UNIONDALE BOROUGH
Information:	Consideration: \$1.00
Grantor: HOWELL, GEORGE DALE	Grantee: HOWELL, GEORGE DALE 2 - HOWELL, ABAGAIL
Locations: Parcel # 1 - 054.07-1,012.00,000.	Municipality OAKLAND BOROUGH
Information:	Consideration: \$45,000.00
Grantor: RICHARDS, ROSEANN	Grantee: HOLBERT, HAROLD E JR
Locations: Parcel # 1 - 227.00-1,058.00,000. 2 - 227.00-1,059.01,000.	Municipality CLIFFORD TOWNSHIP CLIFFORD TOWNSHIP
Information:	Consideration: \$67,500.00
Grantor: STOPPER, PAUL G 2 - STOPPER, NANCY L	Grantee: MCHENRY, MIRANDA
Locations: Parcel # 1 - 031.15-1,097.03,000.	Municipality GREAT BEND BOROUGH
Information:	Consideration: \$293,500.00
Grantor: PARCL INC (SUCC TO) 2 - PRIMARY POWER CORPORATION	Grantee: BAILEY, ROBERT J
Locations: Parcel # 1 - 072.00-1,001.00,000.	Municipality GREAT BEND TOWNSHIP

Information:	Consideration: \$1.00
Grantor: MAGEE, DENNIS M SR 2 - MAGEE, DENNIS M JR 3 - MAGEE, HEIDI 4 - MAGEE, WILLIAM V	Grantee: BEAR CAVE HOLDINGS LLC
Locations: Parcel # 1 - 112.00-1,062.03,000.	Municipality JACKSON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: PROCTOR, TIMOTHY G	Grantee: PROCTOR, TIMOTHY G 2 - PROCTOR, SUSAN FITCH
Locations: Parcel # 1 - 209.00-1,052.05,000.	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: WRIGHT, NELLIE (ESTATE) 2 - POET, SAMUEL G SR (ESTATE)	Grantee: POET, CYNTHIA J
Locations: Parcel # 1 - 126.10-1,042.00,000.	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$1.00
Grantor: MCGLYNN, MICHAEL C 2 - MCGLYNN, SALLY ANNE	Grantee: MCGLYNN IRREVOCABLE FAMILY TRUST
Locations: Parcel # 1 - 157.00-1,029.00,000. 2 - 157.00-1,104.00,000.	Municipality RUSH TOWNSHIP RUSH TOWNSHIP
Information:	Consideration: \$35,000.00
Grantor: ROETTENBACHER, KEITH	Grantee: CONKLIN, WILLIAM 2 - CONKLIN, ELIZABETH A
Locations: Parcel # 1 - N/A	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$1.00
Grantor: KING, BARBARA J	Grantee: KING, RICHARD R 2 - DODGE, MELISSA R
Locations: Parcel # 1 - N/A	Municipality FRANKLIN TOWNSHIP
Information:	Consideration: \$8,000.00
Grantor: BRYANT, KENNETH (ESTATE)	Grantee: MOYERS, RUSSELL
Locations: Parcel # 1 - N/A	Municipality APOLACON TOWNSHIP
Information:	Consideration: \$74,000.00
Grantor: WINKS REALTY LLC	Grantee: FAUGHT, MARK T 2 - FAUGHT, JENNIFER T
Locations: Parcel # 1 - 124.18-2,051.00,000.	Municipality MONTROSE 2W
Information:	Consideration: \$200,000.00
Grantor: MOLENKO, MICHAEL E 2 - MOLENKO, JUDY A	Grantee: MOLENKO PROPERTIES LLC
Locations: Parcel # 1 - 183.03-1,056.00,000.	Municipality BROOKLYN TOWNSHIP
Information:	Consideration: \$1.00
Grantor: BRYANT, BRENDA L (NKA) 2 - MUITER, BRENDA L	Grantee: MUITER, BRENDA L 2 - MUITER, ROBERT P
Locations: Parcel # 1 - N/A	Municipality OAKLAND BOROUGH

Information:	Consideration: \$1.00
Grantor: DARROW, CHARLES	Grantee: DARROW, JERRY R SR
Locations: Parcel #	Municipality
1 - 021.05-1,033.00,000.	LITTLE MEADOWS BOROUGH
Information:	Consideration: \$1.00
Grantor: DARROW, JERRY R SR	Grantee: DARROW, JERRY R SR
2 - DARROW, GERALDINE RAE (ESTATE AKA)	
3 - DARROW, GERALDINE R (ESTATE AKA)	
4 - DARROW, GERALDINE (ESTATE)	
5 - DARROW, EDWARD	
6 - DARROW, ALONZO	
7 - SCOTT, SHARON	
Locations: Parcel #	Municipality
1 - 021.06-1,011.01,000.	LITTLE MEADOWS BOROUGH
Information: CORRECTIVE	Consideration: \$1.00
Grantor: BURTS, LEE	Grantee: BURTS, LEE JR
2 - BURTS, DENISE M	2 - BURTS, CHRISTINE LYNN
Locations: Parcel #	Municipality
1 - 102.00-1,078.00,000.	FOREST LAKE TOWNSHIP
Information:	Consideration: \$2,100,000.00
Grantor: CRYSTAL LAKE ESTATES LLC	Grantee: FRIENDS OF FERN HALL LLC
Locations: Parcel #	Municipality
1 - 266.00-1,026.00,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$37,000.00
Grantor: SUSCAL-TACURI, JOSE F (AKA)	Grantee: ZBIGNIEW, SKURZOK
2 - TACURI, JOSE F SUSCAL	
3 - SUSCAL, STAR M	
Locations: Parcel #	Municipality
1 - N/A	HALLSTEAD BOROUGH
Information: CORRECTIVE DEED	Consideration: \$1.00
Grantor: GIRJAKOWICZ, MICHAEL (AKA)	Grantee: GIRJATOWICZ, MICHAEL
2 - GIRJATOWICZ, MICHAEL	2 - ANDERSON, SANDRA
3 - ANDERSON, SANDRA	
Locations: Parcel #	Municipality
1 - 086.00-1,033.00,000.	FRANKLIN TOWNSHIP
Information:	Consideration: \$1.00
Grantor: GUIRASTANTE, BONNIE L	Grantee: GUIRASTANTE, BONNIE L
Locations: Parcel #	Municipality
1 - N/A	NEW MILFORD TOWNSHIP
Information:	Consideration: \$290,000.00
Grantor: JOEMACK FARM LLC	Grantee: BALDWIN, P SCOTT SR
	2 - BALDWIN, DEBORAH
Locations: Parcel #	Municipality
1 - 204.00-1,006.00,000.	HARFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: SHERMAN, KURT	Grantee: SHEFFLER, JODY LYNN
2 - SHERMAN, JODY (NKA)	
3 - SHEFFLER, JODY LYNN	
Locations: Parcel #	Municipality
1 - N/A	DIMOCK TOWNSHIP

Information:

Grantor: REDDON, ROBERTA (FKA)
2 - KELLY, ROBERTA

Locations: Parcel #
1 - 054.12-3,016.00,000.

Consideration: \$77,000.00

Grantee: STACY, NANCY

Municipality
SUSQUEHANNA

Information:

Grantor: MERRITT, WILLIAM K
2 - MERRITT, SARAH A

Locations: Parcel #
1 - 165.00-2,007.00,000.
2 - 207.00-1,015.00,000.

Consideration: \$1.00

Grantee: MERRITT, WILLIAM K

Municipality
HARFORD TOWNSHIP
GIBSON TOWNSHIP



SUSQUEHANNA COUNTY BAR ASSOCIATION



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