

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

34th Judicial District

Vol. 2 ★ March 9, 2018 ★ Montrose, PA ★ No. 49



**IN THIS ISSUE**

COURT OPINION, PT. 1 . . . . .	4
LEGAL NOTICES . . . . .	9
SHERIFF'S SALES . . . . .	11
MORTGAGES & DEEDS . . . . .	13

**CASES REPORTED**

Hailey Swiderski, Plaintiff  
v.  
Cassandra (Cassie) Kudzinowski, and David L. Brainard, Defendants

© 2018 Legal Journal of Susquehanna County



**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

Michael Briechle, Esq., Editor  
mike@briechlelaw.com

Publisher:  
Bailey Design and Advertising  
3305 Lake Ariel Highway, Suite 3  
Honesdale, PA 18431

P: 570-251-1512  
F: 570-647-0086

susqco.com

**Submit advertisements to**  
**baileyd@ptd.net**

**OFFICERS**

*President*

**Michael Briechle, Esq.**

*Vice-President*

**Francis X. O'Connor, Esq.**

*Secretary*

**Marion O'Malley, Esq.**

*Treasurer*

**Zachary D. Morahan, Esq.**

*Court Administrator*

**Cathy Hawley**

---

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.*

---

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**

##### *One time Insertions*

Incorporation Notices	\$45
Fictitious Name Registration	\$45
Petition for Change of Name	\$45
Estate Notice (3-time insertion)	\$65
Orphans Court; Accounting on Estates (2-time insertion)	\$45

*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**

##### *Per Year*

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

#### **Judge of the Court of Common Pleas**

Jason J. Legg, *President Judge*

Kenneth W. Seamans, *Senior Judge*

#### **Magisterial District Judges**

Jeffrey Hollister

Jodi L. Cordner, Esq.

Suzanne Brainard

#### **Court Administrator**

Cathy Hawley

#### **Sheriff**

Lance Benedict

#### **District Attorney**

Marion O'Malley, Esq.

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

Jan Krupinski

#### **Chief Public Defender**

Linda LaBarbara, Esq.

#### **Commissioners**

Alan M. Hall

Elizabeth M. Arnold

MaryAnn Warren

#### **Treasurer**

Jason D. Miller

#### **Register of Wills/Recorder of Deeds/**

#### **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****IN THE COURT OF COMMON PLEAS OF  
SUSQUEHANNA COUNTY, PENNSYLVANIA**

<b>HAILEY SWIDERSKI</b>	:	
<b>Plaintiff</b>	:	
	:	
<b>v.</b>	:	<b>CIVIL ACTION</b>
	:	
<b>CASSANDRA (Cassie) KUDZINOWSKI,</b>	:	
<b>and</b>	:	
<b>DAVID L. BRAINARD</b>	:	<b>2014-230 CP</b>
<b>Defendants</b>	:	

**OPINION****I. Procedural History**

On October 16, 2015, plaintiff Hailey Swiderski (hereinafter Swiderski) filed this action seeking to recover damages for injuries sustained as a result of an assault and battery inflicted on Swiderski by defendant Cassandra Kudzinowski (hereinafter Kudzinowski). Swiderski also asserted an action in negligence against David L. Brainard (hereinafter Brainard) as the owner of the property where the assault took place. On November 27 2017, Brainard filed a motion for summary judgment contending that Swiderski has failed to present any evidence to support her negligence theory.

**II. Statement of Facts**

On February 24, 2002, Swiderski, who was seventeen years' old at the time, went with her boyfriend, Taylor Gaus (hereinafter Gaus), to a party in a garage in Harford, Susquehanna County. (Def. S.J. Mot., Ex A, at 6-7, 13-14, 16.) The property, which is a commercial truck garage that was not operational on February 24, 2002, is located at Sherwood Hill Road in Harford and is owned by Brainard. (Def. S.J. Mot., Ex B, at 4-5; Ex. C.) Swiderski's boyfriend, Gaus, was good friends with Ricky Bernachek (hereinafter Bernarchek), Brainard's "step-son." (Def. S.J. Mot., Ex A, at 7.) Brainard considered the seventeen-year-old Bernachek to be his "step-son" but Bernachek was not related to him and had been abandoned by his mother and left at Brainard's house under the care of Brainard's former girlfriend (Def. S.J. Mot., Ex B, at 5, 8.) Brainard had given Bernachek the keys to the garage. (Def. S.J. Mot., Ex A, at 39; Ex B, at 6.) All of the individuals at the party were under 21 years of age and Swiderski knew the garage had been used before as a party location. (Def. S.J. Mot., Ex A, at 40.) There was a keg at the party but Swiderski did not know who brought it. (Def. S.J. Mot., Ex A, at 15.) At the party, Swiderski drank two cups of beer. (*Id.*) Kudzinowski, Gaus' ex-girlfriend, also

attended the party. (Def. S.J. Mot., Ex A, at. 17). Kudzinowski had “shoulder checked” Swiderski several times at the party but Swiderski ignored it. (*Id.*) When Swiderski told Kudzinowski to not do it again, Kudzinowski came at her with a Jack Daniels bottle and struck Swiderski in the forehead. (*Id.*) A fight ensued and Kudzinowski struck Swiderski several times with her fists. (Def. S.J. Mot., Ex A, at. 16-17, 20, 35-36.). After the fight was broken up, Swiderski went to the CMC Hospital emergency room for treatment for a concussion, stitches in her forehead, two black eyes and a broken blood vessel in one eye. (Def. S.J. Mot., Ex A, at 21-22.)

Brainard was not aware that his “step-son” had parties at the garage. (Def. S.J. Mot., Ex B, at 5.) Prior to the February party, Brainard learned there were parties on the property because there were beer cans around. (*Id.*) He only had to clean up beer cans once before February 2002 and because he found the beer cans, Brainard told Bernarchek there would be no more partying there. (Def. S.J. Mot., Ex B, at 5, 6.) After he learned there were parties at the property, he did not take the keys from Bernarchek or put cameras up at the property. (Def. S.J. Mot., Ex B, at 6). Brainard does not recall questioning Bernarchek about parties on the property. (*Id.*) He talked to Bernarchek about the parties after the incident and Brainard believed that no further parties would occur. (Def. S.J. Mot., Ex B, at 7).

### **III. Standard of Review**

Any party may move for summary judgment in whole or in part after the relevant pleadings are closed. Pa.R.C.P. No. 1035.2. The moving party is entitled to a judgment as a matter of law when the record – pleadings, depositions, answers to interrogatories, admissions on file and affidavits – clearly shows there is no genuine issue of material fact. *See Linde v. Linde Enterprises, Inc.*, 118 A.3d 422, 439 (Pa. Super. Ct. 2015); *Coleman v. Coleman*, 663 A.2d 741, 742-41 (Pa. Super. Ct. 1995); Pa.R.C.P. No. 1035.2(1). In making its assessment, the court must examine the record in the light most favorable to the non-moving party, so that all doubts as to whether a genuine issue of material fact exists must be resolved against the moving party. *See Bailets v. Pennsylvania Tpk. Comm’n*, 123 A.3d 300, 304 (Pa. 2015).

Summary judgment may be granted, only if viewing all the facts in the light most favorable to the nonmoving party and resolving all doubts as to the existence of material fact against the moving party, the moving party is entitled to judgment as a matter of law. *Rodriguez ex rel Rodriguez v. SCG Mortg. Corp.*, 865 A.2d 987 (Pa. Commw. 2005) (citing *Mayflower Square Condo. Ass’n v. KMALM, Inc.*, 724 A.2d 389 (Pa. Commw. 1999)). A party moving for summary judgment has the burden of proving the absence of material disputed facts. *Roche v. Ugly Duckling Car Sales, Inc.*, 879 A.2d 785 (Pa. Super. 2005); *see also Township of Bensalem v. Moore*, 620 A.2d 76 (Pa. Commw. 1993). Summary judgment may only be granted if the moving party’s right is clear and free from doubt. *Com., Dept. of Transp. v. UTP Corp.*, 847 A.2d 801 (Pa. Commw. 2004). “The purpose of [Rule 1035.2] is to eliminate cases prior to trial where a party cannot make out a claim or a defense after relevant discovery has been completed.” *Eaddy v. Hamaty* 694 A.2d 639, 643 (Pa. Super. 1997). A record that

supports summary judgment will either (1) show the material facts are undisputed or (2) contain insufficient evidence of facts to make out a prima facie cause of action or defense and, therefore, there is no issue to be submitted to the fact-finder. Yenchi v. Ameriprise Financial, Inc., 123 A.3d 1071, 1077 (Pa. Super. 2015) (citing DeArmitt v. N.Y. Life Ins. Co., 73 A.3d 578, 586 (Pa. Super. 2013)).

#### IV. Discussion

In order for liability to be imposed upon a defendant in a negligence action, the plaintiff must establish the following four elements: (1) the existence of a duty or obligation recognized by law; (2) a failure on the part of the defendant to conform to that duty, or a breach thereof; (3) a causal connection between the defendant's breach and the resulting injury; and, (4) actual loss or damage suffered by the complainant. Orner v. Mallick, 527 A.2d 521, 523 (Pa. Super. Ct. 1995).

##### A. Social Host Doctrine

Swiderski contends that because Brainard was aware of the past underage drinking parties held at the garage, Brainard is liable for Swiderski's injuries. Swiderski argues that Brainard should have known that Bernarchek ignored his instructions, that Bernarchek continued to host alcohol-related parties at the garage, that minors attended the parties, and that the minors consumed alcohol. Swiderski conceded that Brainard had no direct knowledge of the party where Swiderski was injured. Likewise, Swiderski conceded that Brainard was not involved in planning the party, purchasing the alcohol or serving the alcohol. There is no dispute that Brainard was not present at the party. Swiderski's entire claim against Brainard rests upon Swiderski's argument that Brainard "should have known" about the party and that this "should have known" knowledge imposed a duty upon Brainard to stop the party.

There cannot be a valid claim sounding in negligence unless there is a duty upon the defendant in favor of the plaintiff which has been breached. Marshall v. Port Authority of Allegheny County, 568 A.2d 931, 935 (Pa. 1990). In Congini v. Portersville Valve Company, 470 A.2d 515 (Pa. 1983), the Supreme Court held that the conduct of an adult social host in serving alcohol to a minor constituted negligence *per se* and that the host would be held responsible for injuries that were the proximate result of a minor's intoxication.<sup>1</sup> Nevertheless, a social host must have knowingly furnished alcoholic beverages to a minor to be held liable. Alumni Ass'n v. Sullivan, 572 A.2d 1209 (Pa. 1990).<sup>2</sup>

In this case, the facts of record show that Bernarchek, not Brainard, served the

---

1 In Congini, the Supreme Court extended the scope of liability for furnishing alcohol to minors solely from licensed dispensers to include social hosts who knowingly serve or furnish alcohol to minors. In arriving at this conclusion, the Supreme Court reasoned that the legislature "has made a legislative judgment that persons under twenty-one years of age are incompetent to handle alcohol" and therefore, the legislative judgment defined a duty of care on the part of adults regarding their minor guests. 470 A.2d at 517-18.

2 In Sullivan, the Supreme Court found no social host liability where the defendant was not involved in the planning of the college fraternity parties or the purchasing, supplying and serving of the alcoholic beverages. The Supreme Court also declined to adopt a "knew or should have known" standard rather than the "knowingly furnished" standard. 572 A.2d at 1212.

alcohol at the underage party. Furthermore, Brainard neither planned the party nor furnished the alcohol. Although Swiderski asserts that Brainard should have known about the underage alcohol parties hosted by Bernachek, as noted, the standard remains “knowingly furnished” rather than “knew or should have known.” Given that Brainard had nothing to do with the planning of the underage parties and did not furnish or serve the alcoholic beverages to the minors attending Bernachek’s parties, there was no showing that Brainard breached any duty owed to Swiderski under the social host doctrine.

### **B. Negligence – Duty Against Acts of Third Party**

Swiderski contends that Brainard, as the owner of the property where Swiderski was injured, acting negligently because he knew of the underage parties and could foresee the danger such parties represented where a fight could break out due to consumption of alcohol by minors.

Restatement (Second) of Torts §448 (1965), states:

The act of a third person in committing an intentional tort or crime is a superseding cause of harm to another resulting therefrom, although the actor’s negligent conduct created a situation which afforded an opportunity to the third person to commit such a tort or crime, unless the actor at the time of his negligent conduct realized or should have realized the likelihood that such a situation might be created, and that a third person might avail himself of the opportunity to commit such a tort or crime.<sup>3</sup>

Thus, a torfeasor may be relieved of his responsibility for his negligent conduct from an intervening act of a third party, if that intervening act constitutes a “superseding cause.” Frey v. Smith, 685 A.2d 169, 173 (Pa. Super. Ct. 1996).

Recently, in Kote v. Bank of New York Mellon for Certificateholders CWABS, Inc., 169 A.3d 1103 (Pa. Super. Ct. 2017), the Superior Court explained that even where a defendant property owner was negligent, the defendant would not be liable for injuries to a plaintiff where the criminal acts of a third party superseded any negligence created by that defendant.<sup>4</sup>

Even if Brainard was negligent in giving the keys to the garage property to

<sup>3</sup> The Comment to this section of the Restatement explains:

The rule stated in this Section applies when the actor’s conduct creates a situation which is utilized by a third person to inflict intentional harm upon another or provides a temptation to do so to which the third person yields, but the actor has no reason to expect that the third person would so act. Under the rule stated in this Section, the actor is not responsible for the harm thus inflicted merely because the situation which his negligence has created has afforded an opportunity or temptation for its infliction.

<sup>4</sup> In Kote, the plaintiff, a fast food delivery driver, was shot by an unknown assailant during a robbery after he attempted to make a delivery at a foreclosed and vacant property owned by BNY Mellon and under contract with a real estate company for the sale of the property. The Superior Court reasoned that even if the defendants had a duty to secure the vacant property, the plaintiff could not prove that the defendants should have foreseen that unknown assailants would unlawfully enter the property, lure an unsuspecting food delivery person to that property and then ambush and shoot that delivery person. 169 A.3d at 1112.

Bernachek, there was no evidence presented that Brainard should have foreseen that Kudzinowski would attack Swiderski. Thus, given that the criminal acts of Kudzinowski in assaulting Swiderski superseded any negligence on the part of Brainard, Swiderski has failed to establish that Brainard's negligence, if any, was the proximate cause of her injuries.<sup>5</sup>

#### **V. Conclusion**

Even viewed in a light most favorable to Swiderski, Swiderski has supplied insufficient evidence of any breach of duty owed to her by Brainard. As Swiderski has failed to make a *prima facie* showing that Brainard breached any duty owed to her in an action for negligence, Brainard's motion for summary judgment is granted.



---

<sup>5</sup> Swiderski also contends that the underage drinking parties held on the property represented an "attractive nuisance" and as such, Brainard owed Swiderski a duty to protect her from the condition of the premises. Restatement (Second) of Torts, §399 provides that "[a] possessor of land is subject to liability for physical harm to children trespassing thereon caused by an artificial condition upon the land." Nevertheless, the attractive nuisance doctrine involves a "condition" of the land itself – not a use of the land as is present in the instance case. See Harry v. McNay, 17 Pa. D. & C.4th 158 (1992) (finding that an underage drinking party is not a condition of the land through which the attractive nuisance doctrine could be applied). Thus, the doctrine of attractive nuisance is not applicable to the instant matter.



**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.*

---

**EXECUTOR NOTICE**

Estate of John E. Wulff AKA John Wulff  
Late of Lathrop Township  
EXECUTOR  
Edward R. Wulff, Jr.  
17632 Dimock to Nicholson Rd.  
Nicholson, PA 18446  
ATTORNEY  
John R. Dean, Esq.  
72 Public Ave.  
Montrose, PA 18801

**3/9/2018 • 3/16/2018 • 3/23/2018**

---

**ADMINISTRATRIX NOTICE**

Estate of Robert Klein  
Late of New Milford Township  
ADMINISTRATRIX  
Kelly-Jo A. Klein  
1509 Creek Road  
New Milford, PA 18834  
ATTORNEY  
Michael J. Giangrieco, Esq.  
Giangrieco Law, PC

P.O. Box 126  
Montrose, PA 18801

**3/9/2018 • 3/16/2018 • 3/23/2018**

---

**NOTICE**

In the Estate of Theodora Georgette Ahrends, deceased, late of Rush Township, Susquehanna County, Pennsylvania.

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

Gregory Myers  
382 Church Street  
Montrose, PA 18801

OR

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

**3/2/2018 • 3/9/2018 • 3/16/2018**

---

**ESTATE NOTICE**

Estate of Jennie A. Bowen a/k/a Jennie Adams Bowen, Deceased. Late of Montrose Borough, Susquehanna County, PA. D.O.D. 1/20/18. Letters Testamentary on the above Estate have been granted

to the undersigned, who request all persons having claims or demands against the estate of the decedent to make known the same and all persons indebted to the decedent to make payment without delay to Anne C. Bowen, Executrix, 1713 Towne Dr., West Chester, PA 19380. Or to her Atty.: Karen M. Stockmal, KMS Law Offices, LLC, 1055 Westlakes Dr., Ste. 160, Berwyn, PA 19312.

**2/23/2018 • 3/2/2018 • 3/9/2018**

---

### **ESTATE NOTICE**

In the Estate of MARY JANE CHRISTIAN, deceased, late of Dimock Township, Susquehanna County, Pennsylvania who died testate on January 24th, 2018. Letters of Administration in the above estate having been granted to the undersigned, all persons indebted to said estate are requested to make immediate payment and those having claims against the same are requested to present them without delay to:

Judith E. Kelly  
404 Church Street  
Montrose, PA 18801  
or  
Laurence M. Kelly  
Kelly Law Office  
Attorney for the Estate  
65 Public Avenue  
Montrose, PA 18801  
Telephone: 570-278-3861

**2/23/2018 • 3/2/2018 • 3/9/2018**

---

### **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:  
Estate of GERALD M. CONBOY,  
deceased

Deborah Purtell, Executrix

Estate of RAY O. HARDIC,  
deceased  
Karen Vargason, Executrix

Estate of FRANCES STRAUB,  
deceased  
Cindy Sue Gula, Executrix

The above accountings will be presented to the Judge of the Court of Common Pleas on Tuesday, March 20, 2018, and if no exceptions have been filed thereto the account will be Confirmed Final.

**MICHELLE ESTABROOK  
CLERK OF ORPHANS' COURT**

**3/2/2018 • 3/9/2018**

---

**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  
MARCH 27, 2018**

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  
3-27-2018 9:00 AM**

Writ of Execution No.:

2017-1307 CP

PROPERTY ADDRESS: 1219

Helens Road

Union Dale, Pa 18470

LOCATION: Township of Gibson

Tax ID #: 189.00-1,061.00,000

IMPROVEMENTS: ONE- 2

STORY WOOD FRAMED

DWELLING

ONE- 24 X 46 WOOD FRAMED

GARAGE

ONE- 12 X 20 WOOD FRAMED

SHED

DEFENDANTS: Christopher  
Rappolt and Barbara Rappolt and  
The United States of America By  
and Through the Internal Revenue  
Service

ATTORNEY FOR PLAINTIFF:

David Gregory, Esq

(570) 254-9960

**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

**3/2/2018 • 3/9/2018 • 3/16/2018**

---

**SHERIFF'S SALE  
MORTGAGE FORECLOSURE  
MARCH 27, 2018**

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**

**3-27-2018 9:30 AM**

Writ of Execution No.:

2017-1328 CP

PROPERTY ADDRESS: 31 Peck Hill Street a/k/a 1766 Peck Hill Street

New Milford, Pa 18834

LOCATION: Borough of New Milford

Tax ID #: 109.05-1,032.00,000.

IMPROVEMENTS: One - One Story Manufactured Dwelling

DEFENDANTS: Carol S. Patrick and The United States of America c/o U.S. Attorney's Office

ATTORNEY FOR PLAINTIFF:

Andrew Marley, Esq

(215) 572-8111

**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

**3/2/2018 • 3/9/2018 • 3/16/2018**

---

**MORTGAGES AND DEEDS**

*RECORDED FROM FEBRUARY 22, 2018 TO FEBRUARY 28, 2018  
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

**MORTGAGES**

Information:	Consideration: \$107,730.00
Mortgagor: SUNDERLIN, SUZANNE L	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - HOMESTEAD FUNDING CORP
Locations: Parcel # 1 - 021.05-1,045.00,000.	Municipality LITTLE MEADOWS BOROUGH
Information:	Consideration: \$48,500.00
Mortgagor: BRISKIE, JOSEPH S 2 - BRISKIE, REBECCA	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
Locations: Parcel # 1 - 076.00-2,007.00,000.	Municipality THOMPSON TOWNSHIP
Information:	Consideration: \$229,000.00
Mortgagor: SCHEER, GREGORY C JR  2 - SCHEER, CARRIE LEE	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - LOANDEPOT.COM LLC
Locations: Parcel # 1 - 125.04-1,041.00,000.	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$51,515.00
Mortgagor: PETERKA, BROOKE ANNE	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - STEARNS LENDING LLC
Locations: Parcel # 1 - 054.16-2,046.00,000.	Municipality SUSQUEHANNA
Information:	Consideration: \$140,000.00
Mortgagor: DAVIS, RICKY E SR	Mortgagee: VISIONS FEDERAL CREDIT UNION
Locations: Parcel # 1 - 155.00-1,011.00,000.	Municipality RUSH TOWNSHIP
Information:	Consideration: \$35,000.00
Mortgagor: DAVIS, RICKY E SR	Mortgagee: VISIONS FEDERAL CREDIT UNION
Locations: Parcel # 1 - 155.00-1,011.00,000.	Municipality RUSH TOWNSHIP
Information:	Consideration: \$333,500.00
Mortgagor: BURKE, BRIAN E SR 2 - BURKE, PAMELA D	Mortgagee: PS BANK
Locations: Parcel # 1 - 234.00-1,059.00,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$800,000.00
Mortgagor: BURKE, BRIAN E SR 2 - BURKE, PAMELA D	Mortgagee: PS BANK
Locations: Parcel # 1 - 234.00-1,059.00,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$790,000.00
Mortgagor: BURKE, BRIAN E SR 2 - BURKE, PAMELA D	Mortgagee: PS BANK
Locations: Parcel # 1 - 234.00-1,059.00,000.	Municipality AUBURN TOWNSHIP

Information:	Consideration: \$100,000.00
Mortgagor: BURKE, BRIAN E SR 2 - BURKE, PAMELA D	Mortgagee: PS BANK
Locations: Parcel # 1 - 234.00-1,059.00,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$172,000.00
Mortgagor: BLANTON, GARY L  2 - BLANTON, TINA M	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - MICHIGAN MUTUAL INC
Locations: Parcel # 1 - 252.00-1,026.00,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$149,000.00
Mortgagor: SWARTZ, JENNIFER MARIE	Mortgagee: UNITED STATES DEPARTMENT OF AGRICULTURE
Locations: Parcel # 1 - 115.00-1,021.00,000.	Municipality THOMPSON BOROUGH
Information:	Consideration: \$260,000.00
Mortgagor: GLEZEN, DANIEL O JR 2 - GLEZEN, MARGARET A	Mortgagee: HONESDALE NATIONAL BANK
Locations: Parcel # 1 - 070.00-1,004.00,000.	Municipality LIBERTY TOWNSHIP
Information:	Consideration: \$45,000.00
Mortgagor: GORDON, CORTNEY M	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 050.07-2,052.01,000.	Municipality HALLSTEAD BOROUGH
Information:	Consideration: \$275,000.00
Mortgagor: SPROUT, JUSTIN 2 - SPROUT, KLAZINA	Mortgagee: VANDENHENGEL, JAN 2 - VANDENHENGEL, HENDRIKA KLASINA
Locations: Parcel # 1 - N/A	Municipality DIMOCK TOWNSHIP
Information:	Consideration: \$200,000.00
Mortgagor: VANDENHENGEL, HENDRIK KLAAS	Mortgagee: VANDENHENGEL, JAN 2 - VANDENHENGEL, HENDRIKA KLASINA
Locations: Parcel # 1 - N/A 2 - N/A	Municipality SPRINGVILLE TOWNSHIP DIMOCK TOWNSHIP
Information:	Consideration: \$108,000.00
Mortgagor: CLEVELAND, BRANDON MICHAEL  2 - CLEVELAND, EMILY KAY	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 232.00-1,032.01,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$735,000.00
Mortgagor: WM CAPITAL PARTNERS XXXIX LLC	Mortgagee: BANK OF COMMERCE
Locations: Parcel # 1 - 036.00-1,010.00,000. 2 - 055.00-2,006.00,000. 3 - 109.00-1,013.00,000. 4 - 109.00-1,050.00,000. 5 - 109.00-1,051.03,000. 6 - 118.00-1,021.00,000.	Municipality HARMONY TOWNSHIP LANESBORO BOROUGH NEW MILFORD TOWNSHIP NEW MILFORD TOWNSHIP NEW MILFORD TOWNSHIP MIDDLETOWN TOWNSHIP

Information:	Consideration: \$220,100.00
Mortgagor: UNDERWOOD, ANDREW L 2 - UNDERWOOD, BONNIE L	Mortgagee: TIOGA STATE BANK
Locations: Parcel # 1 - 006.00-1,005.01,000.	Municipality SILVER LAKE TOWNSHIP
Information:	Consideration: \$89,000.00
Mortgagor: ROBBINS, GARY A (AKA) 2 - ROBBINS, GARY ARTHUR 3 - ROBBINS, KELLY J (AKA) 4 - ROBBINS, KELLY JO	Mortgagee: COMMUNITY BANK
Locations: Parcel # 1 - 196.00-2,051.02,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$184,833.00
Mortgagor: DEPHILLIPS, NICOLE ANN 2 - DEPHILLIPS, ROBERT JOSEPH	Mortgagee: PENTAGON FEDERAL C U
Locations: Parcel # 1 - 265.00-1,025.00,000.	Municipality CLIFFORD TOWNSHIP
Information:	Consideration: \$108,000.00
Mortgagor: LINDNER, KATELYN S 2 - LINDNER, BYRON D	Mortgagee: FIFTH THIRD MORTGAGE CO
Locations: Parcel # 1 - 204.03-1,009.00,000.	Municipality LENOX TOWNSHIP

## DEEDS

Information:	Consideration: \$113,400.00
Grantor: PETERSON, ROBERT E 2 - PETERSON, COLLEEN D	Grantee: SUNDERLIN, SUZANNE L
Locations: Parcel # 1 - 021.05-1,045.00,000.	Municipality LITTLE MEADOWS BOROUGH
Information:	Consideration: \$45,000.00
Grantor: KOSHINSKI, JOHN R 2 - KOSHINSKI, ROSEMARY A	Grantee: BELOTTI, JERRY 2 - WALKER, ANNE MARIE (NBM) 3 - BELOTTI, ANNE MARIE
Locations: Parcel # 1 - N/A	Municipality HOP BOTTOM BOROUGH
Information:	Consideration: \$25,000.00
Grantor: WHITNEY, DENNIS E 2 - WHITNEY, LOUISE P (BY POA) 3 - WHITNEY, RONALD W 4 - WHITNEY, VICKI B	Grantee: GUMAER, KENNETH J
Locations: Parcel # 1 - 111.00-2,015.00,000.	Municipality JACKSON TOWNSHIP
Information: QUITCLAIM	Consideration: \$0.00
Grantor: ADAMS, OLGA (BY ATTY)	Grantee: ADAMS, PHILIP M
Locations: Parcel # 1 - 088.00-1,056.00,000. 2 - N/A	Municipality FRANKLIN TOWNSHIP NEW MILFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: MACBAIN, ROGER (ESTATE) 2 - MACBAIN, JUSTIN R	Grantee: MACBAIN, JUSTIN R
Locations: Parcel # 1 - 184.00-1,020.00,000.	Municipality BROOKLYN TOWNSHIP

Information:	Consideration: \$1,961.21
Grantor: SHORT, KRISTIAN RAY (BY SHERIFF)	Grantee: PENNYMAC LOAN SERVICES LLC
2 - SHORT, NICOLE ELIZABETH (BY SHERIFF)	
Locations: Parcel #	Municipality
1 - 268.07-1,085.00,000.	FOREST CITY 2W
Information:	Consideration: \$1.00
Grantor: BENSLEY, EUGENE	Grantee: BENSLEY GRANTOR TRUST
2 - BENSLEY, SHIRLEY R (AKA)	
3 - BENSLEY, SHIRLEY	
Locations: Parcel #	Municipality
1 - 222.00-3,033.00,000.	LENOX TOWNSHIP
Information:	Consideration: \$1.00
Grantor: BENSLEY, EUGENE	Grantee: BENSLEY GRANTOR TRUST
2 - BENSLEY, SHIRLEY	
Locations: Parcel #	Municipality
1 - 222.00-3,034.00,000.	LENOX TOWNSHIP
Information:	Consideration: \$50,000.00
Grantor: HALL, NANCY	Grantee: PETERKA, BROOKE ANNE
2 - HALL, NEIL M	
Locations: Parcel #	Municipality
1 - 054.16-2,046.00,000.	SUSQUEHANNA
Information:	Consideration: \$1.00
Grantor: DAVIS, RICKY E SR	Grantee: DAVIS, RICKY E SR
2 - DAVIS, MICHELLE	
Locations: Parcel #	Municipality
1 - 155.00-1,011.00,000.	RUSH TOWNSHIP
Information:	Consideration: \$1.00
Grantor: BURKE, BRIAN E SR	Grantee: BURKE, BRIAN E SR
2 - BURKE, PAMELA D	2 - BURKE, PAMELA D
Locations: Parcel #	Municipality
1 - 234.00-1,059.00,000.	AUBURN TOWNSHIP
Information:	Consideration: \$5,650.00
Grantor: FANNIE MAE (AKA)	Grantee: CR 2018 LLC
2 - FEDERAL NATIONAL MORTGAGE ASSOCIATION	
Locations: Parcel #	Municipality
1 - 054.14-3,052.00,000.	SUSQUEHANNA
Information:	Consideration: \$215,000.00
Grantor: KAVKA, FRANK (AKA)	Grantee: BLANTON, GARY L
2 - KAVKA, FRANCIS	2 - BLANTON, TINA M
3 - KAVKA, JEAN	
Locations: Parcel #	Municipality
1 - 252.00-1,026.00,000.	AUBURN TOWNSHIP
Information:	Consideration: \$159,900.00
Grantor: WISER, DOUG	Grantee: SWARTZ, JENNIFER MARIE
2 - WISER, MEGHAN V	
Locations: Parcel #	Municipality
1 - 115.00-1,021.00,000.	THOMPSON BOROUGH
Information:	Consideration: \$1.00
Grantor: SUER, ROSE G (ESTATE)	Grantee: SUER, DAVID J
	2 - SUER, RICKY
	3 - WAHL, DEBRA
	4 - SUER, MARK
Locations: Parcel #	Municipality
1 - 184.00-2,001.00,000.	HARFORD TOWNSHIP
2 - 184.00-1,029.01,000.	BROOKLYN TOWNSHIP



Information:	Consideration: \$56,250.00
Grantor: GORDON, BONNIE E (NKA) 2 - GUMAER, BONNIE E	Grantee: GORDON, COURTNEY M
Locations: Parcel # 1 - 050.07-2,052.01,000.	Municipality HALLSTEAD BOROUGH
Information:	Consideration: \$1.00
Grantor: VANDENHENGEL, JAN 2 - VANDENHENGEL, HENDRIKA KLASINA	Grantee: SPROUT, JUSTIN 2 - SPROUT, KLAZINA
Locations: Parcel # 1 - N/A	Municipality DIMOCK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: VANDENHENGEL, JAN 2 - VANDENHENGEL, HENDRIKA KLASINA	Grantee: VANDENHENGEL, HENDRIK KLAAS
Locations: Parcel # 1 - N/A 2 - N/A	Municipality SPRINGVILLE TOWNSHIP DIMOCK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: FRANTZ, HERMAN	Grantee: HUGHES, CORLISS
Locations: Parcel # 1 - N/A	Municipality BROOKLYN TOWNSHIP
Comments: 1 -PARCEL NUMBER WITHIN DOCUMENT COULD NOT BE FOUND	
Information:	Consideration: \$135,000.00
Grantor: PLACE, THEODORE C 2 - PLACE, REBECCA S	Grantee: CLEVELAND, BRANDON MICHAEL 2 - CLEVELAND, EMILY KAY
Locations: Parcel # 1 - 232.00-1,032.01,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$1.00
Grantor: STEVESKEY, ANN 2 - PLAIA, KAREN 3 - STEVESKEY, JAY	Grantee: PLAIA, KAREN 2 - STEVESKEY, JAY
Locations: Parcel # 1 - 171.07-1,021.00,000.	Municipality ARARAT TOWNSHIP
Information:	Consideration: \$1.00
Grantor: SHAY, HAROLD M 2 - SHAY, NANCY M 3 - SHAY, WILLIAM H 4 - SHAY, AILEEN M	Grantee: SHAY, WILLIAM H 2 - SHAY, AILEEN M
Locations: Parcel # 1 - N/A	Municipality GIBSON TOWNSHIP
Information:	Consideration: \$80,000.00
Grantor: SOKLOSKI, FRANK A 2 - SOKLOSKI, JUDY A (ESTATE)	Grantee: CC-KEY PROPERTIES LLC
Locations: Parcel # 1 - 114.00-1,068.00,000. 2 - 114.00-1,059.00,000.	Municipality THOMPSON TOWNSHIP THOMPSON TOWNSHIP
Information:	Consideration: \$29,235.24
Grantor: DEAN, JEFFREY (BY SHERIFF AKA) 2 - DEAN, JEFFREY M (BY SHERIFF) 3 - DEAN, DIANE (BY SHERIFF AKA) 4 - DEAN, DIANE R (BY SHERIFF)	Grantee: MTGLQ INVESTORS LP
Locations: Parcel # 1 - 107.03-1,003.03,000. 2 - 107.03-1,003.05,000.	Municipality BRIDGEWATER TOWNSHIP BRIDGEWATER TOWNSHIP

Information:	Consideration: \$20,000.00
Grantor: CHESKO, ALBERT E JR (ESTATE)	Grantee: OAKLEY, MICHAEL M
2 - YACAGINSKY, KATHERINE M	2 - OAKLEY, MICHELLE D
Locations: Parcel #	Municipality
1 - N/A	JACKSON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: GREEN, GERTRUDE M (ESTATE)	Grantee: WILLIAMS, RICHARD P
Locations: Parcel #	Municipality
1 - 122.00-1,001.00,000.	FOREST LAKE TOWNSHIP
Information:	Consideration: \$1.00
Grantor: UNDERWOOD, ANDREW L	Grantee: UNDERWOOD, ANDREW L
	2 - UNDERWOOD, BONNIE L
Locations: Parcel #	Municipality
1 - 006.00-1,005.01,000.	SILVER LAKE TOWNSHIP
Information:	Consideration: \$190,550.00
Grantor: TOMAINE, PAUL	Grantee: DEPHILLIPS, NICOLE ANN
	2 - DEPHILLIPS, ROBERT JOSEPH
Locations: Parcel #	Municipality
1 - 265.00-1,025.00,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$50,000.00
Grantor: EMMERICH, ERIC	Grantee: STARCORP INC
2 - EMMERICH, ROBIN	
Locations: Parcel #	Municipality
1 - N/A	SPRINGVILLE TOWNSHIP
Information:	Consideration: \$120,000.00
Grantor: LINDNER, DENNIS B	Grantee: LINDNER, BYRON D
2 - LINDNER, AUDREY V	2 - LINDNER, KATELYN S
Locations: Parcel #	Municipality
1 - 204.03-1,009.00,000.	LENOX TOWNSHIP

# Susquehanna County LEGAL JOURNAL

3305 Lake Ariel Highway, Suite 3  
Honesdale, PA 18431  
Phone: 570-251-1512  
Fax: 570-647-0086

## 2018 LEGAL ADVERTISING RATES

### **Incorporation Notices** \$45

*One (1) time insertion*

### **Fictitious Name Registration** \$45

*One (1) time insertion*

### **Petition for Change of Name** \$45

*One (1) time insertion*

All other notices will be billed at \$1.90 per line.  
Certain restrictions and minimum insertion fees apply.

A fee of \$10.00 will be added to all legal notices  
for the Notarized Proof of Publication.

## **General Advertising Rates**

### **All Advertisements Are Pre-Pay**

**Subject to approval**

**Subject to space availability**

**Credit Cards accepted—Mastercard and Visa only.**

**Prices are based upon your advertisement  
submitted camera-ready or via email in PDF  
or JPG format.**

*Certain Restrictions Apply*

### **The Legal Journal of Susquehanna County**

is published every Friday—52 issues per year.

The deadline for all advertising is 10 AM on

Monday for the Friday publication.

### **Contact for Advertising Details:**

**Phone: 570-251-1512**

**Fax: 570-647-0086**

**Email: baileyd@ptd.net**

	One Insertion	Quarterly 13 Issues	Semi-Annual 26 Issues	Annual 52 Issues
<b>Full Page</b>	<b>\$100</b>	<b>\$850</b>	<b>\$1,300</b>	<b>\$2,100</b>
<b>Half Page</b>	<b>\$75</b>	<b>\$525</b>	<b>\$795</b>	<b>\$1,265</b>
<b>Quarter Page</b>	<b>\$50</b>	<b>\$325</b>	<b>\$475</b>	<b>\$745</b>
<b>Eighth Page</b>	<b>\$35</b>	<b>\$195</b>	<b>\$275</b>	<b>\$435</b>

*Ad Changes subject to artwork adjustment fee, call for details*

### **Subscription Rates**

One Issue	\$5 per issue
Mailed Copy	\$100 per year
Emailed Copy	\$50 per year
Mailed & Emailed Copies	\$125 per year



### **Full Page:**

4"W X 7"H

### **Half Page:**

4"W X 3 1/2"H

### **Quarter Page:**

2"W X 3 1/2"H

4"W X 1 3/4"H

### **Eighth Page:**

2"W X 1 3/4"H



**Legal Journal of Susquehanna County**  
3305 Lake Ariel Highway, Suite 3  
Honesdale, PA 18431