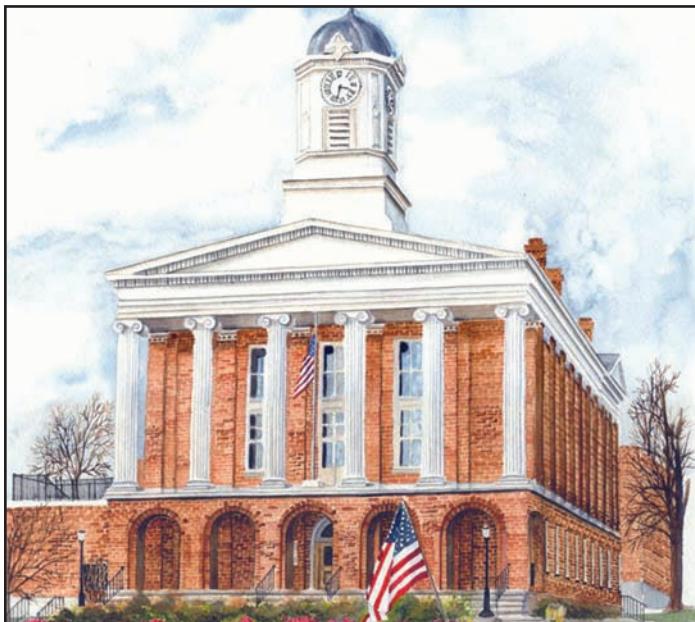


**OFFICIAL  
LEGAL JOURNAL  
OF SUSQUEHANNA COUNTY, PA**

34th Judicial District

Vol. 2 ★ July 7, 2017 ★ Montrose, PA ★ No. 14



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**CASES REPORTED**

Peter Supancik, Plaintiff,  
vs.  
Tyler M. Robinson, 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***



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*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.

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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.

## PRICING & RATES

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Kenneth W. Seamans, *Senior Judge*

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Suzanne Brainard

### *Court Administrator*

Cathy Hawley

### *Sheriff*

Lance Benedict

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Susan F. Eddleston

### *Chief Public Defender*

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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

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. 2011 - 844 C.P.**

**PETER SUPANCIK, Plaintiff,**

**vs.**

**TYLER M. ROBINSON, Defendant.**

*Opinion continued from the June 30, 2017 issue*

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**IV. Discussion<sup>4</sup>**

If a defendant resides in the Commonwealth, Pennsylvania Rule of Civil Procedure 401(a) requires a writ of summons to be served “within thirty days after the issuance of the writ. . . .” If service is not made in that thirty day period of time, a plaintiff can request that the writ be reissued, but the reissued writ must also be served within the thirty day time period. Pa.R.C.P. No. 420(b)(2) & (4). Original service within the Commonwealth must be effectuated by the county sheriff. Pa.R.C.P. No. 400(a). A defendant (or his authorized agent), however, may obviate the need for service by the county sheriff by accepting original service. Pa.R.C.P. No. 402(b).

The filing of a writ of summons will toll the statute of limitations provided that a party takes reasonable steps to insure that the writ is promptly served. See Lamp v. Heyman, 366 A.2d 882 (Pa. 1976). Prior to Lamp, the mere filing of the writ of summons tolled the statute of limitations without regard to the efforts that were undertaken to serve the writ itself. In Lamp, the Pennsylvania Supreme Court addressed this practice as follows:

We note that it has become a relatively common practice throughout the Commonwealth for attorneys to file a praecipe with the prothonotary to toll the statute of limitations but then, whether because settlement negotiations are in progress or because more time is needed to prepare the case, to delay or prevent service upon the defendant . . . .

\*\*\*\*\*

<sup>4</sup> Supancik has advanced a supplemental argument that the statute of limitations defense is waived as the question of appropriate service was not raised through preliminary objections. (Supancik Supp. Opp. Br., at unnumbered page 2.) In reviewing the case law, it is clear that this issue may properly be raised through a summary judgment motion. See Cahill v. Schults, 643 A.2d 121, 125 (Pa. Super. Ct. 1994) (“Because service was not properly achieved, the complaint was not effective and, accordingly, the action was not preserved. As a result, summary judgment was properly entered in the [defendant’s] favor.”); see also Fulco v. Shaffer, 686 A.2d 1330 (Pa. Super. Ct. 1996) (considering service of writ challenge in the context of a motion for judgment on the pleadings). Thus, Supancik’s argument the statute of limitations defense has been waived lacks merit.

Nevertheless, we now conclude that there is too much potential for abuse in a rule which permits a plaintiff to keep an action alive without proper notice to a defendant merely by filing a praecipe for a writ of summons and then having the writ reissued in a timely fashion without attempting to effectuate service. In addition, we find that such a rule is inconsistent with the policy underlying statutes of limitation of avoiding stale claims, and with that underlying our court rules of making the processes of justice as speedy and efficient as possible. . . . Our purpose is to avoid the situation in which a plaintiff can bring an action, but, by not making good-faith effort to notify a defendant, retain exclusive control over it for a period in excess of that permitted by the statute of limitations.

Accordingly, pursuant to our supervisory power over Pennsylvania courts, we rule that henceforth, i.e., in actions instituted subsequent to the date of this decision, a writ of summons shall remain effective to commence an action *only if a plaintiff refrains from a course of conduct which serves to stall in its tracks the legal machinery he has just set in motion.* . . .

Id. at 888-89 (emphasis added); see Ferrara v. Hoover, 636 A.2d 1151, 1152 (Pa. Super. Ct. 1994) (“[A] plaintiff’s failure to make a good faith effort to notify the defendant will serve to nullify both the commencement of the action and the tolling of the statute of limitations.”).

If a plaintiff fails to appropriate serve a writ of summons in a timely manner, plaintiff bears the burden of demonstrating that he or she made good faith efforts to effectuate service. See Young v. Pennsylvania Dep’t. of Transp., 690 A.2d 1300, 1303 (Pa. Commw. Ct. 1997). This assessment of plaintiff’s good faith efforts must be reviewed on a case-by-case basis by the trial court. Id. at 1304. “What is to be gleaned from Lamp and its progeny is that: (1) one’s good faith” effort to notify a defendant of the institution of a lawsuit is to be assessed on a case-by-case basis; and (2) the thrust of all inquiry is one of whether a plaintiff engaged in a ‘course of conduct’ forestalling the legal machinery put in motion by his/her filings.” Leidich v. Franklin, 575 A.2d 914, 918 (Pa. Super. Ct. 1990); see Fairinacci v. Beaver Cty. Indus. Dev. Auth., 511 A.2d 757, 759-60 (Pa. 1986), (finding that “eight or nine days of delay . . . attributable to counsel’s simply misplacing the file . . . is not necessarily inconsistent with a finding of good faith.”).

Approximately a decade ago, the Pennsylvania Supreme Court recognized that the courts have “struggled” in the application of the Lamp rule “with some panels requiring plaintiffs to comply strictly with the Rules of Civil Procedure related to service of process and local practice in order to satisfy the good faith requirement and other panels providing a more flexible approach, excusing plaintiffs’ initial procedurally defective service where the defendant has actual notice of the commencement of litigation and is not otherwise prejudiced.” McCreesh v. City of Philadelphia, 888 A.2d 664, 666 (Pa. 2005). In McCreesh, the Pennsylvania Supreme Court adopted the more

flexible approach and concluded that dismissal of litigation under Lamp is only appropriate “where plaintiffs have demonstrated an intent to stall the judicial machinery or where plaintiffs’ failure to comply with the Rules of Civil Procedure has prejudiced defendant.” Id. at 674. The Pennsylvania Supreme Court went further to suggest that where there is no prejudice to a defendant, then actual notice of the litigation may not be required. Id. at 674 n. 20.

In this case, there is no dispute that Robinson had already been served with the complaint in the companion case on March 16, 2011 regarding the claims of K.S. (See Kayla M. Supancik v. Tyler Robinson, docket sheet, 2011-374 C.P.). In other words, Robinson was already aware that his conduct that occurred on June 9, 2009 was now the subject of civil litigation. Supancik’s claims are based upon the same conduct that form the basis of K.S.’s litigation against Robinson – and Robinson had actual notice of those claims months prior to Supancik’s writ of summons. Upon receipt of K.S.’s complaint, Robinson was also aware of the allegations that placed Supancik in a position to witness Robinson striking K.S. with his automobile. Robinson was also on notice of the relationship between Supancik and K.S. As such, Robinson was plainly on notice of factual allegations in K.S.’s complaint that created a potential claim for Supancik for negligent infliction of emotional distress, which later manifested itself in this litigation.

The notice of a potential claim, however, is starkly different from notice of the commencement of a legal action against a defendant. See Englert v. Fazio Mech. Servs., Inc., 932 A.2d 122, 127 (Pa. Super. Ct. 2007). For instance, in Fulco v. Shaffer, 686 A.2d 1330 (Pa. Super. Ct. 1996), plaintiff filed his complaint one-week prior to the two-year statute of limitations running out. Id. at 1331. Plaintiff’s counsel then attempted to effectuate service but was informed by the county sheriff that additional funds were necessary in order to deputize another county’s sheriff to serve original process upon the defendants. Id. Plaintiff’s counsel then sought to reinstate the complaint, but failed to sign the praecipe and it was returned again. Plaintiff’s counsel then waited an additional three months before properly reinstating the complaint and effectuating service upon the defendants. Id. Service of the complaint occurred nearly six months after the expiration of the statute of limitations. Id.

In response to these facts, the trial court granted defendants’ motion for judgment on the pleadings and concluded that the complaint was untimely. Id. In reversing this determination, the Superior Court stated:

All in all, we find that [plaintiff’s counsel’s] conduct did not amount to course of conduct designed to forestall this case. *Most importantly . . . [defendants] were aware actually, if not formally, that a lawsuit had been commenced and was proceeding against them.* There was no unfair surprise for them after the statute had run.

Id. at 1334 (emphasis added). While Fulco was decided prior to McCreesh, the courts post-McCreesh have generally found that a plaintiff’s failure to take appropriate

procedural steps to timely serve a complaint will be excused where a defendant had *actual* notice of the filing of plaintiff's litigation. If there was no *actual* notice, then the courts post-McCreesh have been less forgiving of procedural errors and delays in the service of an otherwise untimely writ or complaint. See Englert, 932 A.2d at 127 ("[Plaintiffs] did not provide [defendants] with actual notice of the commencement of the action within the applicable statute of limitations. Instead, [defendants] only had notice that there was a potential for litigation, which is not the same and cannot suffice."); McDade v. Keown, CRNA, 2015 WL 2150221 ("Because . . . [plaintiffs] failed to make good faith efforts to serve [defendant] and that [defendant] had no actual notice of this action until December of 2013 when service was effectuated, [defendant] was not required to show prejudice in order to successfully raise the statute of limitations defense."); Creese v. Morgan, 2013 WL 4497160, at \*5 (finding where defense attorney had actual notice of writ of summons then statute of limitations tolled where plaintiff did not engage in conduct designed to stall the legal machinery); Hildreth v. Treat, 2011 WL 5295081 (refusing to apply McCreesh where plaintiff failed to demonstrate actual notice of the claim to defendant prior to expiration of the statute of limitations); Mastrostefano v. St. Vincent Health Center, 2008 WL 7291970 (same). In this case, the issue of actual notice depends upon whether Scanlon and Thomas had a conversation regarding the filing of the writ of summons. Scanlon contends that this conversation occurred and submitted his office records which he contends memorialized it. Likewise, Thomas contends that the conversation never occurred and submitted his office records which he contends demonstrate that this telephone conversation never occurred.

While a statute of limitations question is normally a question of law for the trial judge, the courts have held that where the application of the statute of limitations depends upon a disputed factual determination, then it must be submitted to a jury. See Fiorentino v. Rapoport, 693 A.2d 208, 219 (Pa. Super. Ct. 1997) ("Whether the statute has run on a claim is usually a question of law for the trial judge, but where the issues involve a factual determination, the determination is for the jury." (quoting Hayward v. Med. Ctr. Of Beaver Cty., 608 A.2d 1040, 1043 (Pa. 1992)); see also Baselice v. Franciscan Friars Assumption BVM Province, Inc., 879 A.2d 270, 277 (Pa. Super. Ct. 2005)(noting that when a complaining party should become aware of an injury for purposes of application of the statute of limitations is generally a question for the jury); Ward v. Rice, 828 A.2d 1118, 1120 (Pa. Super. Ct. 2003) ("We also note that 'ordinarily most questions relating to the applicability of the defense of the statute of limitations are questions of fact to be determined by the jury.'" (quoting Taylor v. Tukanowicz, 435 A.2d 181, 183-84 (Pa. Super. Ct. 1981)); Schnader Harrison Segal & Lewis, LLP v. Popowich, 74 Pa. D. & C. 4th 462 (Com. Pl. 2005) (same).

There is a genuine issue of material fact present in this case, namely, whether Scanlon provided actual notice to Thomas of the filing of the writ of summons. If Scanlon made such efforts, then the statute of limitations would be tolled and the

McCreesh rule applies. If Scanlon did not make those efforts, then Scanlon's failure to take the appropriate procedural steps to assure service of the writ of summons will not be excused as Robinson would not have had actual notice of the pending litigation. As such, this question will be submitted to the jury for determination as to whether Robinson, through his counsel, had actual notice of the filing of the writ of summons in this case.<sup>5</sup>



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5 Supancik filed a “cross-motion for sanctions” contending that Robsinson’s counsel engaged in “dilatory, vexatious and obdurate” conduct in connection with the litigation of the statute of limitations defense. There was no evidence presented at the evidentiary hearing to demonstrate that Robinson’s counsel has engaged in any inappropriate behavior. Indeed, Robinson raised the statute of limitation defense in his New Matter filed in 2011. Since that time, Supancik has been aware of Robinson’s claim that the statute of limitations bars his claims. The litigation of a properly pled defense cannot be termed to be “dilatory, vexatious or obdurate” conduct unless the record suggests that the defense itself is wholly frivolous. As noted herein, there is a genuine issue of material fact necessary to determine the validity of Robinson’s statute of limitations defense, which forecloses the suggestion that Robinson’s assertion of this defense was somehow frivolous. For these reasons, Supancik’s cross-motion for sanctions will be denied.

## **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.*

---

#### **NOTICE**

**IN THE ESTATE OF ROGER R.  
RINKER, A/K/A ROGER W.  
RINKER**, late of the Borough of Hallstead, County of Susquehanna, Pennsylvania, Letters Testamentary in the above Estate having been granted to the undersigned, all persons indebted to said Estate are requested to make prompt payment and all having claims against said Estate will present them without delay to:

**TODD D. RINKER, Executor  
P.O. Box 736  
Hallstead, PA 18822**

**OR**

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

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**7/7/2017 • 7/14/2017 • 7/21/2017**

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#### **EXECUTOR NOTICE**

Estate of Robert A. Coy  
Late of Franklin Township  
**EXECUTOR**  
Allen R. Coy  
236 Hawk Road  
Montrose, PA 18801  
**ATTORNEY**  
Patrick M. Daly  
67 Public Ave.  
Montrose, PA 18801

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**6/30/2017 • 7/7/2017 • 7/14/2017**

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#### **EXECUTOR NOTICE**

Estate of Howard J. Thatcher, Sr.  
Late of Hallstead Borough  
**EXECUTOR**  
Robert J. Thatcher, Sr.  
84 Railroad Avenue  
Hallstead, PA 18822  
**ATTORNEY**  
Patrick M. Daly, Esq.  
67 Public Avenue  
Montrose, PA 18801

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**6/23/2017 • 6/30/2017 • 7/7/2017**

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#### **NOTICE**

**IN THE ESTATE OF BETTY  
JANE CAVANAUGH**, late of the Borough of Susquehanna, County of Susquehanna, Pennsylvania, Letters Testamentary in the above Estate having been granted to the undersigned, all persons indebted to said Estate are requested to make prompt payment and all

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

Virginia Ayres, Executrix  
763 Jackson Avenue  
Susquehanna, PA 18847

**OR**

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

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**6/23/2017 • 6/30/2017 • 7/7/2017**

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**EXECUTOR NOTICE**

Estate of Catherine L. Chiarella  
Late of Liberty Township  
**EXECUTOR**  
Robert T. Chiarella  
1886 Franklin Hill Road  
Hallstead, PA 18822  
**ATTORNEY**  
Patrick M. Daly  
67 Public Ave.  
Montrose, PA 18801

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**6/23/2017 • 6/30/2017 • 7/7/2017**

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**ADMINISTRATRIX NOTICE**

Estate of Ruth Bush  
Late of Montrose Borough  
**ADMINISTRATRIX**  
Judith Henry  
334 Cherry St.  
Montrose, PA 18801  
**ATTORNEY**  
Patrick M. Daly  
67 Public Ave.  
Montrose, PA 18801

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**6/23/2017 • 6/30/2017 • 7/7/2017**

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**EXECUTOR'S NOTICE**

Notice is hereby given that Letters Testamentary have been granted in the Estate of Grove Doty, late of 43 Binghamton Road, Friendsville, Susquehanna County, Pennsylvania (died September 15, 2016), to Joseph Doty, of 13 Potts Road, Owego, New York 13827, Executor; attorney, Thomas P. Rizzuto, Esq., Leisure, Gow, Munk & Rizzuto, Esqs., 101 Jefferson Avenue, Endicott, NY. All persons indebted to said estate are required to make payment and those having claims or demands to present the same without delay to the executor named or their attorneys.

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**6/23/2017 • 6/30/2017 • 7/7/2017**

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**OTHER NOTICES**

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**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:  
**DIAZ FAMILY TRUST** under the will of **MANUEL DIAZ SR,** deceased  
**CATHERINE D FOLTZ,** Surviving Trustee

The above accounting will be presented to the Judge of the Court of Common Pleas on Tuesday, July 18, 2017, and if no exceptions have been filed thereto the account will be Confirmed Final.

MICHELLE ESTABROOK  
CLERK OF ORPHANS' COURT

6/30/2017 • 7/7/2017

**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  
JULY 25, 2017**

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

**SALE DATE AND TIME**

**7-25-2017 9:00 AM**

Writ of Execution No.:

2017-445 CP

PROPERTY ADDRESS: RR 1 Box 90 a/k/a 4387 Forest Street Kingsley, Pa 18826

LOCATION: Lenox Township

Tax ID #: 205.03-1,040.00,000.  
IMPROVEMENTS: ONE - ONE STORY WOOD FRAMED DWELLING  
ONE - 16 X 32 IN-GROUND SWIMMING POOL  
DEFENDANTS: Leslie A. Gustafson, Roy A. Gustafson and Claire H. Gustafson  
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:

[www.susquehannasheriff.com/sheriffsales.html](http://www.susquehannasheriff.com/sheriffsales.html)

Lance M. Benedict,  
Susquehanna County Sheriff

6/30/2017 • 7/7/2017 • 7/14/2017

**SHERIFF'S SALE  
MORTGAGE FORECLOSURE  
JULY 25, 2017**

IN THE COURT OF COMMON  
PLEAS OF SUSQUEHANNA  
COUNTY,

upon Judgment entered therein,  
there will be exposed to public sale  
and outcry in the Sheriff's Office,  
Susquehanna County Courthouse  
Montrose, Pennsylvania, the  
following described real estate, to  
wit:

**SALE DATE AND TIME**

**7-25-2017 9:30 AM**

Writ of Execution No.:

2017-449 CP

PROPERTY ADDRESS: 30

Lackawanna Avenue FKA 25

Lackawanna Ave

Hallstead, Pa 18822

LOCATION: Hallstead Borough

Tax ID #: 050.07-2,005.00,000.

IMPROVEMENTS: ONE - TWO  
STORY WOOD FRAMED

DWELLING

ONE - 14 X 20 WOOD FRAMED

GARAGE

DEFENDANTS: MICHAEL J.

WAYMAN

ATTORNEY FOR PLAINTIFF:

Leon Haller, Esq

(717) 234-4178

**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

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**6/30/2017 • 7/7/2017 • 7/14/2017**

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**MORTGAGES AND DEEDS**

**RECORDED FROM JUNE 22, 2017 TO JUNE 28, 2017**  
**ACCURACY OF THE ENTRIES IS NOT GUARANTEED.**

**MORTGAGES**

Information:	Consideration: \$190,000.00
Mortagor: JENNINGS, BART C	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - JENNINGS, WENDY L	2 - HOMESTEAD FUNDING CORP
Locations: Parcel #	Municipality
1 - 061.00-1,014.00,000.	APOLACON TOWNSHIP
2 - 061.00-1,025.00,000.	APOLACON TOWNSHIP
Information:	Consideration: \$150,000.00
Mortagor: ZACK, EDMUND M	Mortgagee: HONESDALE NATIONAL BANK
Locations: Parcel #	Municipality
1 - 210.00-1,018.00,000.	HERRICK TOWNSHIP
Information:	Consideration: \$80,000.00
Mortagor: BUNDY, ROBERT LEROY	Mortgagee: MANUFACTURERS & TRADERS TRUST COMPANY
2 - BUNDY, CYNTHIA	Municipality
Locations: Parcel #	SILVER LAKE TOWNSHIP
1 - 025.00-2,065.00,000.	
Information:	Consideration: \$21,000.00
Mortagor: FLYNN, MICHAEL T	Mortgagee: COMMUNITY BANK
2 - FLYNN, CINDY L	Municipality
Locations: Parcel #	FOREST LAKE TOWNSHIP
1 - 119.00-2,003.01,000.	
Information:	Consideration: \$60,000.00
Mortagor: CURTIS, GLENN L	Mortgagee: TIOGA STATE BANK
2 - CURTIS, BETH	Municipality
Locations: Parcel #	SILVER LAKE TOWNSHIP
1 - N/A	
Information:	Consideration: \$100,000.00
Mortagor: KANE, DIANA	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
2 - CAMPBELL, MAUREEN KANE	Municipality
Locations: Parcel #	BRIDGEWATER TOWNSHIP
1 - 104.00-1,019.00,000.	BRIDGEWATER TOWNSHIP
2 - 104.00-1,031.00,000.	
Information:	Consideration: \$185,858.00
Mortagor: REPLOEG, KARL	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
Locations: Parcel #	2 - STEARNS LENDING LLC
1 - 225.00-1,056.02,000.	Municipality
Information:	Consideration: \$121,262.00
Mortagor: FLOREY, STEPHEN M	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
Locations: Parcel #	2 - PS BANK
1 - 090.18-2,028.00,000.	Municipality
	NEW MILFORD BOROUGH

★ L E G A L J O U R N A L O F S U S Q U E H A N N A C O U N T Y ★

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Information:	Consideration: \$354,280.00
Mortgagor: LONG, TRAVIS J 2 - LONG, CHRISTINA A	Mortgagee: CNB BANK
Locations: Parcel # 1 - 118.00-1,017.00,000. 2 - N/A	Municipality MIDDLETOWN TOWNSHIP RUSH TOWNSHIP
Information:	Consideration: \$40,000.00
Mortgagor: QUICK, REGINALD A	Mortgagee: PS BANK
Locations: Parcel # 1 - 155.00-1,010.00,000.	Municipality RUSH TOWNSHIP
Information:	Consideration: \$280,000.00
Mortgagor: MILLARD, KEVIN M 2 - MILLARD, SANDRA M	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
Locations: Parcel # 1 - 121.00-2,009.00,000.	Municipality JESSUP TOWNSHIP
Information:	Consideration: \$98,188.00
Mortgagor: SMITH, CODY D	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - STEARNS LENDING LLC
Locations: Parcel # 1 - 031.11-1,046.00,000.	Municipality GREAT BEND TOWNSHIP
Information:	Consideration: \$93,600.00
Mortgagor: VINCENT, BRITTNEY M	Mortgagee: VISIONS FEDERAL CREDIT UNION
Locations: Parcel # 1 - 050.00-2,016.00,000.	Municipality GREAT BEND TOWNSHIP
Information:	Consideration: \$125,300.00
Mortgagor: VAUGHAN, HEATHER L	Mortgagee: UNITED STATES DEPARTMENT OF AGRICULTURE RURAL HOUSING
Locations: Parcel # 1 - N/A	Municipality APOLACON TOWNSHIP
Information:	Consideration: \$112,500.00
Mortgagor: MAY, DONALD E JR  2 - BARRON, DANIEL P 3 - HIBBERT, ANTHONY R 4 - BROWN, SHAWN E (POA)	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 160.00-1,027.00,000.	Municipality JESSUP TOWNSHIP
Information:	Consideration: \$19,398.13
Mortgagor: LAWRENCE, WILLIAM L	Mortgagee: NET FEDERAL CREDIT UNION
Locations: Parcel # 1 - 054.06-1,011.00,000.	Municipality OAKLAND BOROUGH
Information: OPEN-END MTG	Consideration: \$200,000.00
Mortgagor: BENNETT, LEONA	Mortgagee: NBT BANK
Locations: Parcel # 1 - 223.00-1,019.00,000.	Municipality LENOX TOWNSHIP
Information: OPEN-END MTG	Consideration: \$20,000.00
Mortgagor: SHONTZ, WAYNE K JR 2 - SHONTZ, SUSAN W	Mortgagee: NBT BANK
Locations: Parcel # 1 - 115.09-1,083.00,000.	Municipality THOMPSON BOROUGH
Information: OPEN-END MTG	Consideration: \$35,000.00
Mortgagor: BREESE, DAVID R	Mortgagee: NBT BANK
Locations: Parcel # 1 - 206.00-2,035.05,000.	Municipality GIBSON TOWNSHIP

Information:	Consideration: \$41,500.00
Grantor: LEWIS, ANDREW	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - CAPITAL ONE
Locations: Parcel # 1 - 268.07-6,052.00,000.	Municipality FOREST CITY

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## DEEDS

Information:	Consideration: \$258,500.00
Grantor: MARK APOLACON ASSOCIATES LP	Grantee: JENNINGS, BART C 2 - JENNINGS, WENDY L
Locations: Parcel # 1 - 061.00-1,014.00,000. 2 - 061.00-1,025.00,000.	Municipality APOLACON TOWNSHIP APOLACON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: KOSTICK, BRYAN DANIEL	Grantee: PENNSYLVANIA COMMONWEALTH OF -DEPT OF TRANSPORTATION 2 - KOSTICK, LISA M
Locations: Parcel # 1 - 258.00-2,011.00,000.	Municipality LATHROP TOWNSHIP
Information:	Consideration: \$1.00
Grantor: RUSHFORD, LAURI LYNN	Grantee: PENNSYLVANIA COMMONWEALTH OF -DEPT OF TRANSPORTATION
Locations: Parcel # 1 - 247.00-1,002.00,000.	Municipality CLIFFORD TOWNSHIP
Information:	Consideration: \$122,000.00
Grantor: ZACK, EDMUND M 2 - ZACK, KATHLEEN	Grantee: ZACK, EDMUND M
Locations: Parcel # 1 - 210.00-1,018.00,000.	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$2,003.43
Grantor: CHANDLER, EDWARD (BY SHERIFF)	Grantee: US BANK NATIONAL ASSOCIATION 2 - PENNSYLVANIA HOUSING FINANCE AGENCY
Locations: Parcel # 1 - 054.14-2,050.00,000.	Municipality SUSQUEHANNA
Information:	Consideration: \$1.00
Grantor: TONKIN, GARTH 2 - TONKIN, MARIE 3 - LUKENS, DAVID R 4 - LUKENS, MICHELLE	Grantee: GARTH, TONKIN 2 - GARTH, MARIE
Locations: Parcel # 1 - 229.11-1,001.00,000.	Municipality CLIFFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: TONKIN, GARTH 2 - TONKIN, MARIE 3 - LUKENS, DAVID R 4 - LUKENS, MICHELLE	Grantee: LUKENS, DAVID R 2 - LUKENS, MICHELLE
Locations: Parcel # 1 - 229.11-1,001.00,000.	Municipality CLIFFORD TOWNSHIP

★ L E G A L J O U R N A L O F S U S Q U E H A N N A C O U N T Y ★

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Information:	Consideration: \$1.00
Grantor: TONKIN, GARTH 2 - TONKIN, MARIE	Grantee: TONKIN, GARTH 2 - TONKIN, MARIE
Locations: Parcel # 1 - 229.11-1,002.01,000. 2 - 229.11-1,001.00,000.	Municipality CLIFFORD TOWNSHIP CLIFFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: LUKENS, DAVID R 2 - LUKENS, MICHELLE	Grantee: LUKENS, DAVID R 2 - LUKENS, MICHELLE
Locations: Parcel # 1 - 229.11-1,002.01,000. 2 - 229.11-1,001.00,000.	Municipality CLIFFORD TOWNSHIP CLIFFORD TOWNSHIP
Information:	Consideration: \$1,334.28
Grantor: OETTINGER, CHARLES J	Grantee: FEDERAL NATIONAL MORTGAGE ASSOCIATION
Locations: Parcel # 1 - 054.14-3,052.00,000.	Municipality SUSQUEHANNA
Information:	Consideration: \$15,000.00
Grantor: PASS, PHILIP 2 - PASS, BARBARA	Grantee: DEMARIA, RICHARD 2 - DEMARIA, RITA
Locations: Parcel # 1 - 226.00-2,019.00,000.	Municipality CLIFFORD TOWNSHIP 2 - 226.00-2,020.00,000. CLIFFORD
<u>TOWNSHIP</u>	
Information:	Consideration: \$1.00
Grantor: SUTTER, NOEL A S 2 - SUTTER, MARY DIANE	Grantee: SUTTER, ELLIOT
Locations: Parcel # 1 - 197.00-2,032.00,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$1.00
Grantor: VALLEY LANES LLC	Grantee: BARTON PROPERTY HOLDINGS LLC
Locations: Parcel # 1 - 012.00-1,028.00,000.	Municipality GREAT BEND TOWNSHIP 2 - 012.00-1,028.01,000.
<u>GREAT BEND TOWNSHIP</u>	
Information:	Consideration: \$1.00
Grantor: FOSTER, MICHELLE	Grantee: FOSTER-DOYLE, MICHELLE M 2 - DOYLE, MICHELLE FOSTER
Locations: Parcel # 1 - N/A	Municipality DIMOCK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: FIRST HERITAGE FINANCIAL LLC	Grantee: UNITED STATES SECRETARY OF HOUSING AND URBAN DEVELOPMENT
Locations: Parcel # 1 - 031.19-2,060.00,000.	Municipality HALLSTEAD BOROUGH
Information: MINERAL & ROYALTY	Consideration: \$10.00
Grantor: FREESTAR ENERGY GROUP LLC	Grantee: CASE ENERGY PARTNERS LLC 2 - RISING PHOENIX RESOURCES LLC 3 - WROXTON RESOURCES LLC 4 - MONTAIGNE MINERALS LLC
Locations: Parcel # 1 - 187.00-2,039.00,000. 2 - 207.00-1,001.00,000. 3 - 234.00-1,068.01,000.	Municipality GIBSON TOWNSHIP GIBSON TOWNSHIP AUBURN TOWNSHIP

★ L E G A L J O U R N A L O F S U S Q U E H A N N A C O U N T Y ★

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Information:	Consideration: \$181,000.00
Grantor: FOY, JAMES M 2 - FOY, MARY H	Grantee: REPLOEG, KARL
Locations: Parcel # 1 - 225.00-1,056.02,000.	Municipality LENOX TOWNSHIP
Information:	Consideration: \$1.00
Grantor: LONG, TRAVIS J 2 - LONG, CHRISTINA A	Grantee: LONG, CLINT J 2 - LONG, MAUREEN M
Locations: 1 - N/A 2 - N/A	Parcel # Municipality RUSH TOWNSHIP MIDDLETOWN TOWNSHIP
Information:	Consideration: \$123,500.00
Grantor: MARSHALL, WILLIAM J SR (ESTATE)	Grantee: FLOREY, STEPHEN M
Locations: Parcel # 1 - 090.18-2,028.00,000.	Municipality NEW MILFORD BOROUGH
Information:	Consideration: \$1.00
Grantor: LONG, TRAVIS J 2 - LONG, CHRISTINA A 3 - LONG, CLINT J 4 - LONG, MAUREEN M	Grantee: LONG, TRAVIS J 2 - LONG, CHRISTINA A
Locations: Parcel # 1 - N/A 2 - N/A	Municipality RUSH TOWNSHIP MIDDLETOWN TOWNSHIP
Information:	Consideration: \$50,000.00
Grantor: BALDWIN, CYNTHIA A	Grantee: 2 GOOD KIDS LLC
Locations: Parcel # 1 - 020.00-1,024.00,000.	Municipality LITTLE MEADOWS BOROUGH
Information: HYDROCARBON DEED	Consideration: \$35,000.00
Grantor: BALDWIN, CYNTHIA A	Grantee: BONIN FAMILY LIMITED PARTNERSHIP
Locations: Parcel # 1 - N/A	Municipality LITTLE MEADOWS BOROUGH
Information:	Consideration: \$60,000.00
Grantor: BRUEN, LAWRENCE S 2 - BRUEN, MARSHA S	Grantee: OFALT, ANDREW F
Locations: Parcel # 1 - N/A	Municipality GIBSON TOWNSHIP
Information:	Consideration: \$100,000.00
Grantor: KINSLEY, CHARLES E 2 - KINSLEY, SHARON L	Grantee: SMITH, CODY D
Locations: Parcel # 1 - 031.11-1,046.00,000.	Municipality GREAT BEND TOWNSHIP
Information:	Consideration: \$92,000.00
Grantor: BLAINE, JOHN 2 - BLAINE, BEVERLY	Grantee: REEVES, JYL ABBOTT 2 - REEVES, BRADLEY MORGAN
Locations: Parcel # 1 - 191.09-1,001.00,000. 2 - 191.09-2,001.00,000.	Municipality HERRICK TOWNSHIP HERRICK TOWNSHIP
Information:	Consideration: \$235,000.00
Grantor: LYONS, STEPHEN P 2 - LYONS, MARLENE	Grantee: WILSON, DENNIS G 2 - WILSON, PATRICIA SUTER
Locations: Parcel # 1 - N/A	Municipality RUSH TOWNSHIP

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Information:	Consideration: \$1.00
Grantor: DANIELE, CATHERINE 2 - DANIELE, LEONARD	Grantee: CIEKALSKI, GARY 2 - CIEKALSKI, DIANE
Locations: Parcel # 1 - 222.10-1,005.00.000.	Municipality HOP BOTTOM BOROUGH
Information:	Consideration: \$96,500.00
Grantor: DARROW, NORMAN R 2 - DARROW, CAROL A	Grantee: VINCENT, BRITNEY M
Locations: Parcel # 1 - 050.00-2,016.00.000.	Municipality GREAT BEND TOWNSHIP
Information:	Consideration: \$122,000.00
Grantor: RHOUSES516 LLC	Grantee: VAUGHAN, HEATHER L
Locations: Parcel # 1 - N/A	Municipality APOLACON TOWNSHIP
Information:	Consideration: \$100,000.00
Grantor: MYER, RICHARD ALFRED 2 - MYER, MAURINE RIGBY	Grantee: MYER, DANIEL J
Locations: Parcel # 1 - N/A 2 - N/A	Municipality GIBSON TOWNSHIP HERRICK TOWNSHIP
Information:	Consideration: \$150,000.00
Grantor: BERG, WILLIAM (ESTATE) 2 - BERG, DAVID (AKA ESTATE) 3 - BERG, BERNARD H	Grantee: BARRON, DANIEL P 2 - MAY, DONALD E JR 3 - HIBBERT, ANTHONY R
Locations: Parcel # 1 - 160.00-1,027.00.000.	Municipality JESSUP TOWNSHIP
Information:	Consideration: \$1.00
Grantor: FRANCESKI, JOSEPH P JR (DBA) 2 - FRANCESKI, MICHAEL (ESTATE) 3 - FRANCESKI LUMBER YARD (NKA) 4 - FRANCESKI LUMBER COMPANY	Grantee: FRANCESKI FAMILY HOLDINGS LLC
Locations: Parcel # 1 - 135.00-2,003.00.000.	Municipality ARARAT TOWNSHIP
Information:	Consideration: \$199,900.00
Grantor: KING, PATRICIA ANN	Grantee: REYNOLDS, GREGORY F 2 - BRENNAN, DEIRDRE
Locations: Parcel # 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: REYNOLDS, JAMES D	Grantee: REYNOLDS, JAMES D 2 - REYNOLDS, JUDY A
Locations: Parcel # 1 - 044.00-2,056.00.000.	Municipality SILVER LAKE TOWNSHIP
Information:	Consideration: \$1.00
Grantor: REYNOLDS, JAMES D	Grantee: REYNOLDS, JAMES D 2 - REYNOLDS, JUDY A
Locations: Parcel # 1 - 044.00-2,056.00.000.	Municipality SILVER LAKE TOWNSHIP
Information:	Consideration: \$10.00
Grantor: GILREATH, JAMES	Grantee: WILKINS, WILLIAM WALTER
Locations: Parcel # 1 - 143.00-1,023.02.000.	Municipality BRIDGEWATER TOWNSHIP

Information:	Consideration: \$10.00
Grantor: GILREATH, JAMES	Grantee: WILKINS, WILLIAM WALTER
Locations: Parcel #	Municipality
1 - 185.00-1,012.12,000.	HARFORD TOWNSHIP
2 - 185.00-1,062.00,000.	HARFORD TOWNSHIP
Information: OIL,GAS & MINERAL DEED	Consideration: \$10.00
Grantor: REINKE, EDWARD A	Grantee: SHEPHERD ROYALTY LLC
2 - REINKE, ELAINA C	Municipality
Locations: Parcel #	HARFORD TOWNSHIP
1 - 147.00-2,038.11,000.	
Information:	Consideration: \$117,000.00
Grantor: YOUMANS, DONNA (AKA)	Grantee: PATIEK, MATTHEW
2 - YOUMANS, DONNA L	2 - PATIEK, MICHAEL JOHN IV
Locations: Parcel #	Municipality
1 - N/A	MIDDLETOWN TOWNSHIP



**SUSQUEHANNA COUNTY BAR ASSOCIATION**

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

