

# OFFICIAL LEGAL JOURNAL

OF SUSQUEHANNA COUNTY, PA

34th Judicial District

Vol. 4 ★ January 17, 2020 ★ Montrose, PA ★ No. 42



## IN THIS ISSUE

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

## CASES REPORTED

Amanda Martel and John Wooster, Plaintiffs,  
v.  
Ralph Reynolds, and Mary Ann Reynolds, and  
Fred Barrett, Francis Barrett, and Christian Barrett, Defendants

© 2020 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.



PA LEGAL ADS

*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*

**Rachael A. Ballard-Thomas, 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

No. 2017 - 788 C.P.

AMANDA MARTEL and JOHN WOOSTER  
Plaintiffs,

v.

RALPH REYNOLDS, and MARY ANN REYNOLDS, and FRED BARRETT,  
FRANCIS BARRETT, and CHRISTIAN BARRETT  
Defendants

*Opinion continued from the January 10, 2020 issue*

iv. **Implied Easement for Use of Circular Driveway**

Reynolds contends that he (and his tenants) have an implied easement that allows them to use the circular driveway on the Wooster property. “Easements by implied reservation . . . are based on the theory that continuous use of a permanent right-of-way gives rise to the implication that the parties intended that such use would continue, notwithstanding the absence of necessity for the use.” Bucciarelli v. DeLisa, 691 A.2d 446, 449 (Pa. 1997). An implied easement can only arise upon the original severance of title ownership to two tracts of land. See Phillippi v. Knotter, 748 A.2d 757, 762 (Pa. Super. 2000).<sup>14</sup> In assessing the existence of an implied easement, Pennsylvania courts have used two different tests:

The traditional test has been described as follows: ‘Three things are regarded as essential to create an easement by implication on the severance of the unity of ownership in an estate: first, a separation of title; second, before the separation of title takes place, the use which gives rise to the easement shall

<sup>14</sup> For instance, in Rosano v. Wagner, 2019 WL 4880957 (Pa. Super. Ct. Oct. 3, 2019), the common grantor acquired title to two separate parcels of real estate, the Rutt Road property in 1950, and the Locke Heights Road property in 1963. Id. at \*1. The common grantor then used a driveway on the Rutt Road property to access a basement garage on the Locke Heights property. Id. Upon the common grantor’s death, the two parcels of real property were bequeathed separately with one parcel going to each of the common grantor’s sons. Id. The use of the use of the driveway across the Rutt Road property to access the Locke Heights property continued from 2008 until 2016 when the Rutt Road property was sold and the new owner blocked the driveway such that it could no longer be used to access the Locke Heights property. Id. The Superior Court rejected the argument that an implied easement could not exist because the two properties were not part of a common tract. Id. at \*4. While Rosano is an unpublished opinion, the Superior Court now allows such opinions published after May 1, 2019 to be relied upon for their persuasive value. Pa. Super. Ct. I.O.P. § 65.37(B). As in Rosano, the common grantor in this case, Tyler, had unity of title of the Reynolds property and the Wooster property when he conveyed the Reynolds property to Reynolds.

have been so long continued, and so obvious or manifest, as to show that it was meant to be permanent; and third, that the easement shall be necessary to the beneficial enjoyment of the land granted or retained. To these three, another essential element is sometimes added – that the servitude shall be continuous and self-acting, as distinguished from discontinuous and used only from time to time.’

The view expressed in RESTATEMENT OF PROPERTY § 474 [sic] and expressly adopted in Pennsylvania . . . ‘emphasizes a balancing approach, designed to ascertain the actual or implied intention of the parties. No single factor under the Restatement approach is dispositive. Thus, the Restatement approach and the more restrictive tests . . . co-exist in Pennsylvania.

Gurecka v. Carroll, 155 A.3d 1071, 1076 (Pa. Super. Ct.) (internal citations and emphasis omitted) (quoting Doddona v. Thorpe, 749 A.2d 475, 481-82 (Pa. Super. 2000), appeal denied, 169 A.3d 1059 (Pa. 2017)).<sup>15</sup>

As it relates to the traditional test, Reynolds has proved (1) that Tyler possessed unity of title prior to his conveyance of the Reynolds property to Reynolds; (2) prior to the separation of title, Tyler, his tenants and their invitees had utilized the circular driveway on the Wooster property continuously from approximately 1989 through 2002; (3) the circular driveway was manifest and obvious on the Wooster property and connected to the Reynolds property to the extent that it was visible upon the ground and Tyler had removed section of the border fence so as to allow vehicles to pass along the circular driveway;<sup>16</sup> and (4) the use of the circular driveway was necessary to the beneficial use of the Reynolds property as it provide an additional means of ingress and

<sup>15</sup> The Restatement approach requires consideration of the following factors: (1) whether the claimant is the grantor or the grantee; (2) the terms of the conveyance; (3) the consideration given for the conveyance; (4) whether the claim is made against a simultaneous conveyance; (5) the extent of necessity of the easement to the claimant; (6) whether reciprocal benefits result to the conveyor and the conveyee; (7) how the land was used prior to the conveyance; and (8) the extent to which the prior use was or might have been known to the parties. See Phillippi v. Knotter, 748 A.2d 757, 762 (Pa. Super. Ct.), appeal denied, 748 A.2d 757 (Pa. 2000). As it relates to these factors, the record demonstrates: (1) Reynolds is the grantee; (2) the deed itself contained no reference to any easement but it was a commercial property with difficult access issues in the absence of the circular driveway; (3) Reynolds paid valuable consideration to Tyler for the Reynolds property; (4) Reynolds utilized the driveway with essentially no interruption from Tyler from 2002 through 2016; (5) Reynolds use of the circular driveway allows for easier ingress and egress for tenants and guests to access different rental units located in the building on the Reynolds property as well as to maintain the building given its close proximity to the boundary line; (6) the only benefit arising from the use of the easement accrues to Reynolds not plaintiffs; (7) Tyler had utilized the circular driveway for more than a decade for the same purpose that Reynolds has utilized the circular driveway from 2002 through 2016; and (8) the prior use was open and apparent at the time Reynolds purchased the Reynolds property from Tyler and likewise open and obvious when plaintiffs purchased the Wooster property from Tyler. In considering these factors, they weigh heavily in favor of finding an implied easement in favor of Reynolds to use the circular driveway over the Wooster property for the benefit of the Reynolds property.

<sup>16</sup> An aerial photograph of the properties demonstrates just how manifest the existing circular driveway appeared on the ground. (Plf. Ex. 13, Ex. 7.)

egress from the Reynolds property as well as providing the only means of maintaining the rear of the building located on the Reynolds property. In applying the traditional test for an implied easement, Reynolds has satisfied his burden of demonstrating that an implied easement exists for Reynolds, his tenants and their guests to use the circular driveway over the Wooster property.

Two very recent Superior Court decisions provide strong persuasive authority as to the existence of an implied easement over the Wooster property. First, in Rosano v. Wagner, supra, in 2019 WL 4880957 (Pa. Super. Ct. Oct. 3, 2019), a common grantor acquired title to two separate parcels of real estate, the Rutt Road property in 1950, and the Locke Heights Road property in 1963. Id. at \*1. After acquiring the Locke Heights property, the common grantor used a driveway on the Rutt Road property to access a basement garage on the Locke Heights property. Id. Upon the common grantor's death, the two parcels of real property were bequeathed separately with one parcel going to each son without any express reservation in the deeds of an easement over the Rutt Road property for the benefit of the Locke Heights property. After the transfer of the properties by the common grantor's estate, the use of the driveway continued from 2008 until 2016. The Rutt Road property was then sold whereupon the new owner blocked the driveway such that it could no longer be used to access the garage on the Locke Heights property. Id. Litigation ensued wherein the trial court determined that an implied easement had been established over the driveway on the Rutt Road property for ingress and egress to the garage located on the Locke Heights property. In affirming the trial court, the Superior Court noted that the record supported the conclusion that the common grantor intended to create an easement across the Rutt Road property for the benefit of the Locke Heights property even where no such intent was evidenced by any written or oral statement of the common grantor. Id. at \*4.<sup>17</sup>

17 In the present dispute, the court acknowledges that Tyler testified during his deposition that he never gave Reynolds permission to use the circular driveway and that it was not his intent to do so. (Plf. Ex. 13, at 19, 37.) Tyler did not testify in person and the parties stipulated to the admission of his deposition transcript in lieu of his testimony. Likewise, Reynolds and Fred Barrett testified that Tyler eventually told them that they could not use the circular driveway but that this occurred after the purchase of the Reynolds property. This testimony fails to resolve the question as to whether an implied easement was intended at the time of the conveyance itself. During his deposition testimony, it was apparent that Tyler now has a strong dislike for Reynolds and his tenants. (Id. at 18 (referring to Reynolds and his tenants as "pigs")). Tyler clearly testified that he had installed the circular driveway as a result of the difficulties presented with the parking in the Reynolds' lot, that the circular driveway was necessary to avoid those parking problems, and that the circular driveway was likewise necessary for maintenance purposes given the close proximity between the building addition and the boundary line. (Id. at 9-11, 29-30.) In a judge trial, the credibility of deposition testimony remains with the trial judge. See First Nat'l Bank of Portland v. Hartman Co., 24 A.2d 582, 582 (Pa. Super. Ct. 1942). In reviewing the deposition testimony, coupled with the other testimony provided as well as photograph evidence of the circular driveway, the court finds that Tyler's testimony is not credible. In this regard, there is no dispute that Reynolds continued to use the circular driveway from 2002 through 2016 – and that Tyler's opposition to Reynolds' use of the circular driveway developed sometime after the 2002 conveyance itself. As such, the court finds that at the time of the conveyance to Reynolds, the parties intended that an implied easement exist to allow Reynolds and his tenants to use the circular driveway across the Wooster property as it was necessary to alleviate parking difficulties with the Reynolds property, to provide tenants with access to other parts of the building on the Reynolds property, and to provide Reynolds with the ability to perform maintenance on the building.

In Starliper v. Negley, 2019 WL 4899221 (Pa. Super. Ct. Oct. 4, 2019), the Superior Court considered a remarkably similar case that involved the recognition of an implied easement based upon the need for access to a neighboring property in order to perform building maintenance. In that case, the real property was initially used as the Sunnyside Female Seminary, which was later subdivided into an eastern and western parcel. Id. at \*1. At the time of the division of the property, the western property contained a building with an exterior wall that ran along the boundary line with the eastern property. A subsequent purchaser of the western property added an addition to that building along the same boundary line. Thereafter, the eastern property owners challenged the ability of the western property owner to cross the eastern property for the purpose of maintaining the exterior wall and improvements on the western parcel. In recognizing that an implied easement existed, the Superior Court concluded as follows:

Although there was no testimony regarding the maintenance of the wall before 1872, when the western half of the property was conveyed, a reasonable landowner would have required access to the exterior wall of the home for ordinary maintenance and repairs, and the only access to the western wall of the [western] property was by way of [the eastern property's] yard. The original owners of the [eastern property] would have reasonably foreseen the continued need for access, and thus we presume the parties intended an implied easement to that portion of the [eastern] property.

Moreover, [the owners of the western property] testified that the exterior wall now contains two windows, air vents, vinyl siding and a rain gutter. These modern improvements would have been open and visible to the [eastern property owners] at the time that they purchased the property, and would have indicated that the [western property owners'] ongoing need to access their exterior. The [eastern property owners'] argument that the easement is unnecessary because there are alternate measures available to the court is misplaced, as an easement by implication need not be absolutely necessary, but only contemplated as an ongoing use by the parties at the time of severance of title.

Id. at \*5 (citations omitted).

Likewise, in this case, the court has found that the circumstances surrounding the conveyance between Tyler and Reynolds demonstrate that the parties intended for Reynolds to have an easement to utilize the circular driveway across the Wooster property. The existence of a clearly demarked circular driveway at the time of the purchase coupled with the unique construction of the parking and building on the Reynolds' property confirm that the parties intended such an easement. This conclusion is buttressed by Reynolds uninterrupted use of the circular driveway from 2002 through 2016. When Plaintiffs purchased the Wooster property, they were aware of the consistent use of the circular driveway for the benefit of the Reynolds property. Indeed, Martel conceded that she had personally used the circular driveway across the Wooster property while Tyler still



owned the Wooster property and that her use of the circular driveway was necessary for her to access her daughter's apartment which was located in the building on the Reynolds property. Like Starliper, the close proximity of the Reynolds' building to the boundary line further placed any prospective purchaser of the Wooster lot on notice that Reynolds required access to the Wooster property in order to maintain his building.

For all these reasons, the court finds that an implied easement exists in favor of Reynolds use of the circular driveway across the Wooster property for the purpose of ingress and egress from the parking area of the Reynolds property as well as to provide Reynolds with the ability to perform maintenance on his building.<sup>18</sup>

### **B. Plaintiffs' Trespass Claim**

Based upon the establishment of the boundary line between the Reynolds property and the Wooster property along the boundary fence under the common grantor theory coupled with the establishment of an implied easement that permits Reynolds to utilize the circular driveway, Plaintiffs' trespass claim must fail.

### **C. Plaintiffs' Permanent Injunction Count**

Based upon the establishment of the boundary line between the Reynolds property and the Wooster property along the boundary fence under the common grantor theory coupled with the establishment of an implied easement that permits Reynolds to utilize the circular driveway, Plaintiffs' permanent injunction claim must fail as Reynolds has established the existence of an implied easement to enter the Wooster property for means of ingress and egress around the building on the Reynolds property as well as to perform maintenance on the building itself.

## **IV. Conclusion**

For the reasons set forth herein, the boundary line between the Reynolds property and the Wooster property is established under the common grantor theory as the fence line between the two properties. Further, the Reynolds property has the benefit of an implied easement that allows for the use of the circular driveway across the Wooster property for ingress and egress from the parking lot area on the Reynolds property as well as for maintenance of the building located on the Reynolds property. For these reasons, Plaintiffs' claim must fail and judgment will be entered in favor of Reynolds on his counterclaim relating to the boundary line and implied easement counts.



---

<sup>18</sup> Reynolds also asserted a claim for an easement by estoppel. "An easement by estoppel – traditionally considered an irrevocable license in Pennsylvania – will arise when a landowner permits a use of property under circumstances suggesting that the permission will not be revoked, and the user changes his or her position in reasonable reliance on that permission." Kapp v. Norfolk Southern Railway Co., 350 F. Supp.2d 597, 611-12 (M.D. Pa. 2004). In this case, Reynolds has failed to present any evidence that Reynolds ever changed his position in any manner, i.e., there is no showing of prejudice based upon Reynolds' reasonable reliance upon his belief that he was permitted to use the circular driveway.



**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.*

---

**EXECUTRIX NOTICE**

Estate of George A. Kachur  
Late of Oakland Borough  
EXECUTRIX  
Alice Deutsch  
143 Jeremy Lane  
Statesville, NC 28677  
ATTORNEY  
Michael Briechle  
4 Chestnut Street  
Montrose, PA 18801

**1/17/2020 • 1/24/2020 • 1/31/2020**

---

**ESTATE NOTICE**

Notice is hereby given that Letters of Administration have been granted in the ESTATE OF JEFFREY A. LIND a/k/a JEFFREY LIND a/k/a JEFFREY J. LIND, late, of Hallstead, Susquehanna County, Pennsylvania, who died on the 23rd day of September, 2019, to WILLIAM C. WEBB, Administrator. All persons indebted

to the said estate are required to make payment, and those having claims or demands to present the same without delay to William C. Webb or to Levene Gouldin & Thompson, LLP, attorneys for the estate, 450 Plaza Drive, Vestal, New York 13850.

**1/17/2020 • 1/24/2020 • 1/31/2020**

---

**ADMINISTRATOR NOTICE**

Estate of Peter John Foltyn AKA Peter J. Foltyn  
Late of Silver Lake Township  
ADMINISTRATOR  
Donald K. Foltyn  
802 Trendy Lane  
Apex, NC 27502  
ATTORNEY  
Michael J. Giangrieco, Esquire  
Giangrieco Law, PC  
P.O. Box 126  
Montrose, PA 18801

**1/17/2020 • 1/24/2020 • 1/31/2020**

---

**ESTATE NOTICE**

In the Estate of MABEL PAYNE a/k/a MABEL I. PAYNE, of Harford Township, Susquehanna County, Pennsylvania.

Letters Testamentary in the above estate having been granted to Frank Payne. 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:

Marissa McAndrew, Esquire  
Brieche Law Offices, P.C.  
707 Main Street PO Box 157  
Forest City, PA 18421  
Attorney for the Estate

**1/17/2020 • 1/24/2020 • 1/31/2020**

---

### **EXECUTOR NOTICE**

Estate of Gerald E. Zick AKA  
Gerald Zick AKA Gerald Edward  
Zick AKA Jerry Zick  
Late of New Milford Borough  
EXECUTOR  
Christopher L. Zick  
1342 Osborne Rd.  
New Milford, PA 18834

**1/10/2020 • 1/17/2020 • 1/24/2020**

---

### **EXECUTOR NOTICE**

Estate of Peter George Hammond  
AKA Peter Hammond AKA Peter  
G. Hammond  
Late of Harford Township  
EXECUTOR  
Peter Wade Hammond  
572 South Harmony Road  
Kingsley, PA 18826  
ATTORNEY  
Michael Brieche, Esq.  
4 Chestnut Street  
Montrose, PA 18801

**1/10/2020 • 1/17/2020 • 1/24/2020**

---

### **ADMINISTRATRIX NOTICE**

Estate of Michael F. Budzinski  
AKA Michael Frank Budzinski  
Late of Lathrop Township  
ADMINISTRATRIX  
Dianne M. Budzinski  
P.O. Box 488  
Nicholson, PA 18446

**1/10/2020 • 1/17/2020 • 1/24/2020**

---

### **ADMINISTRATRIX NOTICE**

Estate of Dale A. Williams AKA  
Dale Williams  
Late of Friendsville Borough  
ADMINISTRATRIX  
June Miller-Williams  
1471 Main Street  
Friendsville, PA 18818  
ATTORNEY  
Michael J. Giangrieco, Esquire  
Giangrieco Law, PC  
P.O. Box 126  
Montrose, PA 18801

**1/3/2020 • 1/10/2020 • 1/17/2020**

---

### **ADMINISTRATOR NOTICE**

Estate of Kimberlin Irene  
MacPherson  
Late of Oakland Township  
ADMINISTRATOR  
Matthew Welch  
911 Skinner Rd.  
Susquehanna, PA 18847  
ATTORNEY  
Abbey K. Lewis  
Beardsley Law PLLC  
37 Public Ave.  
Montrose, PA 18801

**1/3/2020 • 1/10/2020 • 1/17/2020**

---

### EXECUTOR NOTICE

Estate of Marian A. Nye AKA  
Marion A. Nye  
Late of Forest Lake Township  
EXECUTOR  
David H. Nye  
181 Nagle Rd.  
Friendsville, PA 18818  
ATTORNEY  
John R. Dean  
Attorney at Law  
72 Public Avenue  
Montrose, PA 18801

1/3/2020 • 1/10/2020 • 1/17/2020

---

### OTHER NOTICES

---

### NOTICE OF DISSOLUTION

NOTICE OF DISSOLUTION is hereby given that Susquehanna County Land Sales, Inc., a Pennsylvania business corporation, with its registered office at 158 Main Street, New Milford, PA, is winding up its affairs in the manner prescribed by section 1975 of the Business Corporation Law of 1988, so that its corporate existence shall cease upon the filing of Articles of Dissolution in the Department of State of the Commonwealth of Pennsylvania. Thomas R. Daniels, Esq. 34 East Tioga Street, Tunkhannock, PA 18657.

1/17/2020

---

### 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 FEBRUARY 25, 2020

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 02/25/2020 09:00 AM

Writ of Execution No.:

2019-1356 CP

PROPERTY ADDRESS: 5317 Prospect Street fka 16 Prospect Street, Susquehanna, PA 18847

LOCATION: Oakland Borough

Tax ID #: 054/10-1,049.00,000

IMPROVEMENTS: ONE – TWO STORY WOOD FRAME DWELLING

ONE – 8x14 WOOD FRAME SHED

DEFENDANTS: Mario Button  
Mario A. Button

ATTORNEY FOR PLAINTIFF:

M. Troy Freedman, Esq.

(215) 886-8790

### 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.susqco.com](http://www.susqco.com), then select Law Enforcement, Sheriff's Office, Sheriff's Sales.

Lance M. Benedict,  
Susquehanna County Sheriff

1/3/2020 • 1/10/2020 • 1/17/2020

---

**SHERIFF'S SALE  
MORTGAGE FORECLOSURE  
MARCH 10, 2020**

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**  
**03/10/2020 09:30 AM**  
Writ of Execution No.:

2019-1412 CP  
PROPERTY ADDRESS: 5749  
State Route 267, Meshoppen, PA  
18630 LOCATION: Auburn  
Township  
Tax ID #: 196.00-2,048.01,000  
IMPROVEMENTS: ONE - 1 story  
bi-level wood framed dwelling  
ONE - 24' x 36' metal garage  
DEFENDANTS: Sheri Newhart  
and Timothy D. Newhart  
ATTORNEY FOR PLAINTIFF:  
Edward J. McKee, 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: [www.susqco.com](http://www.susqco.com), then select Law Enforcement, Sheriff's Office, Sheriff's Sales.

Lance M. Benedict,  
Susquehanna County Sheriff

1/17/2020 • 1/24/2020 • 1/31/2020

---

**MORTGAGES AND DEEDS**

*RECORDED FROM DECEMBER 24, 2019 TO DECEMBER 31, 2019  
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

**MORTGAGES**

Information:	Consideration: \$70,000.00
Mortgagor: BLUE RIDGE PROPERTY MANAGERS LLC	Mortgagee: ZECK, MICHALA MARIE
Locations: Parcel #	Municipality
1 - N/A	HARFORD TOWNSHIP
Information:	Consideration: \$45,000.00
Mortgagor: GRAY, THERESA MARIA	Mortgagee: HOWELL, GEORGE DALE
	2 - HOWELL, ABAGAIL
Locations: Parcel #	Municipality
1 - N/A	OAKLAND BOROUGH
Information:	Consideration: \$252,000.00
Mortgagor: ELK VIEW LLC	Mortgagee: MERIDIAN BANK
Locations: Parcel #	Municipality
1 - 190.00-1,063.00,000.	HERRICK TOWNSHIP
Information:	Consideration: \$337,400.00
Mortgagor: LANE, JOHN F III	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - FULTON BANK
Locations: Parcel #	Municipality
1 - 266.11-1,002.00,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$118,501.00
Mortgagor: GOFF, RICHARD A	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - MORTGAGE RESEARCH CENTER LLC (DBA)
	3 - VETERANS RESEARCH CENTER LLC
Locations: Parcel #	Municipality
1 - 108.00-2,037.00,000.	NEW MILFORD TOWNSHIP
Information: OPEN-END MTG	Consideration: \$50,000.00
Mortgagor: KANNA, MARK	Mortgagee: NBT BANK
2 - KANNA, BERNADETTE	
Locations: Parcel #	Municipality
1 - 066.00-1,034.00,000.	SILVER LAKE TOWNSHIP
Information: OPEN-END MTG	Consideration: \$25,000.00
Mortgagor: BROWN, JOHN C	Mortgagee: NBT BANK
2 - BROWN, MARY E	
Locations: Parcel #	Municipality
1 - 054.11-1,041.00,000.	OAKLAND BOROUGH
Information: OPEN-END MTG	Consideration: \$175,000.00
Mortgagor: COOPER, KENNETH L	Mortgagee: NBT BANK
2 - COOPER, SUSAN F	
Locations: Parcel #	Municipality
1 - 046.00-1,020.00,000.	SILVER LAKE TOWNSHIP
Information: OPEN-END MTG	Consideration: \$46,750.00
Mortgagor: BLANEY, KEVIN RAY	Mortgagee: NBT BANK
2 - BLANEY, JESSIE PUZO (AKA)	
3 - BLANEY, JESSIE	
Locations: Parcel #	Municipality
1 - 105.00-2,030.00,000.	BRIDGEWATER TOWNSHIP

Information:	Consideration: \$18,000.00
Mortgagor: SZUCH, JOHN DAVID	Mortgagee: WAYNE BANK
Locations: Parcel #	Municipality
1 - 172.00-1,074.00,000.	ARARAT TOWNSHIP
Information: OPEN-END MTG	Consideration: \$25,000.00
Mortgagor: DELLONGO, THOMAS J JR	Mortgagee: NBT BANK
2 - DELLONGO, JEANINE M	
Locations: Parcel #	Municipality
1 - 109.06-1,041.00,000.	NEW MILFORD BOROUGH
Information:	Consideration: \$300,000.00
Mortgagor: MCCAREY, JASON	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 226.00-1,060.05,000.	CLIFFORD TOWNSHIP
Information: OPEN-END MTG	Consideration: \$45,000.00
Mortgagor: MCKEEBY, AMY M	Mortgagee: NBT BANK
Locations: Parcel #	Municipality
1 - 124.17-3,062.00,000.	MONTROSE 2W
Information:	Consideration: \$150,000.00
Mortgagor: SHERMAN, MELISSA RAY (AKA)	Mortgagee: COMMUNITY BANK
2 - HUNSINGER, MELISSA R	
3 - SHERMAN, REUBEN L	
Locations: Parcel #	Municipality
1 - 217.00-2,003.00,000.	SPRINGVILLE TOWNSHIP
Information:	Consideration: \$111,000.00
Mortgagor: HERTZOG, STEVEN R	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
2 - HERTZOG, JOAN SNYDER (AKA)	
3 - HERTZOG, JOAN	
Locations: Parcel #	Municipality
1 - 267.00-1,049.00,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$194,400.00
Mortgagor: TALMADGE, KATHLEEN	Mortgagee: BANK OF AMERICA
2 - KELLETT, NICOLE H TALMADGE	2 - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
Locations: Parcel #	Municipality
1 - 045.16-1,004.00,000.	SILVER LAKE TOWNSHIP
Information:	Consideration: \$25,000.00
Mortgagor: HERTZOG, STEVEN R	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
2 - HERTZOG, JOAN SNYDER (AKA)	
3 - HERTZOG, JOAN	
Locations: Parcel #	Municipality
1 - 267.00-1,049.00,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$51,000.00
Mortgagor: ATON, NATHANIEL R (BY ATTY)	Mortgagee: NAVY FEDERAL CREDIT UNION
Locations: Parcel #	Municipality
1 - 045.12-1,067.00,000.	SILVER LAKE TOWNSHIP
Information:	Consideration: \$157,700.00
Mortgagor: WEST, ELIZABETH A	Mortgagee: UNITED STATES RURAL HOUSING SERVICE
	2 - UNITED STATES DEPARTMENT OF AGRICULTURE
Locations: Parcel #	Municipality
1 - 102.00-1,034.00,000.	FOREST LAKE TOWNSHIP

Information:	Consideration: \$365,000.00
Mortgagor: BUTTON, MATTHEW 2 - BUTTON, KELLY	Mortgagee: LANDMARK COMMUNITY BANK
Locations: Parcel # 1 - 050.00-2,035.00,000.	Municipality GREAT BEND TOWNSHIP
Information:	Consideration: \$225,000.00
Mortgagor: PASSETTI, DAVID A 2 - PASSETTI, LAURIE J	Mortgagee: NBT BANK
Locations: Parcel # 1 - 054.00-2,015.00,000. 2 - 054.00-1,020.00,000.	Municipality OAKLAND TOWNSHIP OAKLAND TOWNSHIP
Information:	Consideration: \$50,000.00
Mortgagor: PAYNE, JENNY	Mortgagee: NBT BANK
Locations: Parcel # 1 - 184.11-1,005.00,000.	Municipality HARFORD TOWNSHIP

## DEEDS

Information:	Consideration: \$45,000.00
Grantor: HOWELL, GEORGE DALE 2 - HOWELL, ABAGAIL	Grantee: GRAY, THERESA MARIA
Locations: Parcel # 1 - 054.07-1,012.00,000.	Municipality OAKLAND BOROUGH
Information:	Consideration: \$24,500.00
Grantor: WESOLOSKI, HELEN	Grantee: REYNOLDS, ROBERT H 2 - REYNOLDS, KAREN L
Locations: Parcel # 1 - 026.01-1,020.00,000.	Municipality SILVER LAKE TOWNSHIP
Information: WARRANTY DEED	Consideration: \$1.00
Grantor: LOWCHER, CHRISTIANE	Grantee: THE CHRISTIANE LOWCHER LIVING TRUST
Locations: Parcel # 1 - 159.00-1,028.00,000.	Municipality JESSUP TOWNSHIP
Information:	Consideration: \$315,000.00
Grantor: SOLEBELLO, MICHAEL W 2 - SOLEBELLO, SUSAN E	Grantee: ELK VIEW LLC
Locations: Parcel # 1 - 190.00-1,063.00,000.	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: BACHMANN, HEDWIG (ESTATE)	Grantee: SCHERBNER, LINDA ANNA 2 - BACHMANN, FRANZ V 3 - BUSCH, MATTHEW 4 - HALLER, ELYSE 5 - BUSCH, LORI 6 - BUSCH, ANDREA
Locations: Parcel # 1 - N/A	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: POTTS, DONALD J 2 - POTTS, PEARL MARY	Grantee: POTTS, DONALD J 2 - POTTS, PEARL MARY
Locations: Parcel # 1 - N/A	Municipality FOREST LAKE TOWNSHIP



Information:	Consideration: \$1.00
Grantor: MAGNOTTI, SAMUEL J	Grantee: MAGNOTTI, SAMUEL J
2 - MAGNOTTI, SUE P	2 - MAGNOTTI, SUE P
Locations: Parcel #	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$1.00
Grantor: MAGNOTTI, SAMUEL J	Grantee: MAGNOTTI, SAMUEL J
2 - MAGNOTTI, SUE P	2 - MAGNOTTI, SUE P
Locations: Parcel #	Municipality
1 - N/A	BRIDGEWATER TOWNSHIP
Information: WK 3 UNIT 46	Consideration: \$100.00
Grantor: GOODMAN, ROY E	Grantee: BREMER HOF OWNERS INC
2 - INGRAM, JAMES R	
3 - INGRAM, ROBERT F	
4 - MAGAKIS, GARY S	
Locations: Parcel #	Municipality
1 - N/A	HERRICK TOWNSHIP
Information:	Consideration: \$64,000.00
Grantor: ROE, CRAIG T	Grantee: MCCOLLUM, MARIANNE
Locations: Parcel #	Municipality
1 - N/A	HALLSTEAD BOROUGH
Information:	Consideration: \$1.00
Grantor: SZUCH, ELLEN	Grantee: SZUCH, ELLEN
Locations: Parcel #	Municipality
1 - N/A	ARARAT TOWNSHIP
Information:	Consideration: \$83,400.00
Grantor: HETH, PHILIP	Grantee: WILSON, JUSTIN M
2 - HETH, ROSEMARY	2 - WILSON, KATHLYN R
3 - HETH, DANIEL T	
4 - HETH, DEBORAH F	
Locations: Parcel #	Municipality
1 - N/A	HERRICK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: ROUGHT, ROXANNE	Grantee: ROUGHT, ROXANNE
2 - HARTMAN, ROBERT W	
Locations: Parcel #	Municipality
1 - 214.02-1,014.00,000.	AUBURN TOWNSHIP
Information:	Consideration: \$243,000.00
Grantor: HALEY, ELLEN	Grantee: TALMADGE, KATHLEEN
	2 - KELLETT, NICOLE H TALMADGE
Locations: Parcel #	Municipality
1 - N/A	SILVER LAKE TOWNSHIP
Information:	Consideration: \$60,000.00
Grantor: KNICKERBOCKER, DONALD J (ESTATE)	Grantee: ATON, NATHANIEL R
Locations: Parcel #	Municipality
1 - 045.12-1,067.00,000.	SILVER LAKE TOWNSHIP
Information:	Consideration: \$2,095.47
Grantor: BARRY, JAY (BY SHERIFF)	Grantee: CNB REALTY TRUST (ASSIGNEE OF)
2 - CANFIELD, JACQUELINE BARRY (BY SHERIFF)	2 - NBT BANK
Locations: Parcel #	Municipality
1 - 054.12-2,040.00,000.	SUSQUEHANNA

Information:	Consideration: \$110,000.00
Grantor: CHICHVAR, JEFFERY C (AKA)	Grantee: SHERMAN, REUBEN L
2 - CHICHVAR, JEFFREY C	2 - SHERMAN, MELISSA R
3 - CHICHVAR, BENILDA G	
Locations: Parcel #	Municipality
1 - N/A	DIMOCK TOWNSHIP
Information:	Consideration: \$152,000.00
Grantor: POTTS, DONALD J	Grantee: WEST, ELIZABETH A
2 - POTTS, PEARL MARY	
Locations: Parcel #	Municipality
1 - N/A	FOREST LAKE TOWNSHIP
Information: QUITCLAIM DEED	Consideration: \$1.00
Grantor: GELINGER, IAN	Grantee: GELINGER, AMY
Locations: Parcel #	Municipality
1 - 032.00-2,008.01,000.	GREAT BEND TOWNSHIP
Information:	Consideration: \$1,564.38
Grantor: CLAYTON, BARBARA A (BY SHERIFF AKA)	Grantee: US BANK (SUCCESSOR IN INTEREST)
2 - KIBLER, BARBARA (BY SHERIFF)	2 - BANK OF AMERICA
3 - KIBLER, LONDON L SR (BY SHERIFF AKA)	
4 - KIBLER, LONDON (BY SHERIFF)	
Locations: Parcel #	Municipality
1 - 031.15-1,053.00,000.	GREAT BEND BOROUGH
Information:	Consideration: \$1,341.34
Grantor: INNANEN, MARLENE L (BY SHERIFF)	Grantee: CLIFFORD TOWNSHIP
2 - UNITED STATES OF AMERICA (BY AND THROUGH)	
3 - UNITED STATES INTERNAL REVENUE SERVICE	
Locations: Parcel #	Municipality
1 - 245.00-3,030.00,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$1,169.60
Grantor: EGGELTON, WILLIAM (ESTATE BY SHERIFF)	Grantee: CITIZENS SAVINGS BANK
2 - EGGELTON, DANITA (BY SHERIFF)	
Locations: Parcel #	Municipality
1 - 247.00-1,061.00,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$250,000.00
Grantor: BENNETT, TRACY WAYNE	Grantee: AYOTTE, JAMES S
	2 - AYOTTE, ASHLEY E
Locations: Parcel #	Municipality
1 - 175.00-1,073.00,000.	RUSH TOWNSHIP



## Susquehanna Legal Journal Subscription Form

PLEASE PRINT CLEARLY

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email Address \_\_\_\_\_ @ \_\_\_\_\_

### Subscription Options and Rates

- |   |                |
|---|----------------|
| <input type="checkbox"/> Mailed Copy ONLY   | \$100 per year |
| <input type="checkbox"/> Emailed Copy ONLY  | \$50 per year  |
| <input type="checkbox"/> Mailed and Emailed | \$125 per year |

Individual copies \$5 each

Your subscription year begins when we receive your form and payment.  
SUS Legal Journal is published every Friday, except for Holidays.

Please fax completed form to 570-647-0086 or email to [baileyadv@ptd.net](mailto:baileyadv@ptd.net)

---

MAKE CHECK PAYABLE TO BAILEY DESIGN AND ADVERTISING

Display Advertising Available

Please call for Rates —570-251-1512 or email [baileyadv@ptd.net](mailto:baileyadv@ptd.net)

# 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](mailto:baileyd@ptd.net)**

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

*All Changes subject to network 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

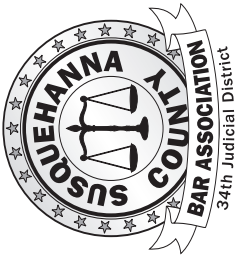
**Quarter Page:**

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