

OFFICIAL
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OF SUSQUEHANNA COUNTY, PA

34th Judicial District

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CASES REPORTED

Norman Gerald Lewandowski And Victoria Lewandowski, Plaintiffs
v.
Mark Machell, 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.

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Legal Journal of Susquehanna County

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

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MESSAGE FROM THE SUSQUEHANNA COUNTY BAR ASSOCIATION



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

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COURT OPINION

No. 2017-495 C.P.

**Norman Gerald Lewandowski And Victoria Lewandowski,
Plaintiffs**

v.

**Mark Machell,
Defendant**

Opinion continued from the March 1, 2019 issue

A. Corrective Deed

A “correctional deed” is defined by 61 Pa.Code § 91.151 for transfer tax purposes as follows:

A deed made without consideration for the sole purpose of correcting an error in the description of the parties or of the premises conveyed is not taxable. This exclusion only applies if:

- (1) The property interest in the correctional deed is identical to the property intended to pass with the original deed.
- (2) The parties treated the property interest described in the correctional deed as that of the grantee from the time of the original transaction.
- (3) The parties have not treated the property interest described in the original deed as the property of the grantee from the time of the original transaction.

The burden is on the grantor to prove that the second deed is a correctional deed.

Lester Assocs. v. Com., 751 A.2d 253, 259 (Pa. Commw. Ct. 1999), vacated on other grounds, 563 Pa. 519, 762 A.2d 1084 (2000). In response to Machell’s summary judgment motion, the Lewandowskis had the burden of demonstrating material facts that would support a finding that the 2010 deed was a legally valid corrective deed.

As to the first requirement that the property interest be the same, because the initial deed conveyed 4.25 acres and the “corrective” deed conveyed only 2 acres, the property interest conveyed in the second deed was not identical to that interest conveyed in the initial deed. There is no dispute regarding the difference in the property conveyed in each deed. As a result, the undisputed record demonstrates that the first element for a valid corrective deed under § 91.151 cannot be met. The third element under § 91.151

requires that the parties have not treated the property interest described in the original deed (the entire 4.25 acres) as the property of the grantee (Richard) from the time of the original transaction. The record shows that the water well for the house was located on the 2.25 acres across the road. The record reveals that the parties intended Richard to own the entire 4.25 acres. The Lewandowskis never made any claim of ownership to the 2.25 acres that was not included in the “corrective” deed. Richard likewise asserted ownership over the entire 4.25 acres when he conveyed the entire property to Machell.⁸

The undisputed record shows that the first and third conditions set forth in § 91.151 were not met where: (1) the second “corrective” deed conveyed a lesser estate than that conveyed in the first deed; and (2) Richard always treated the entire 4.25 acres as his own property and the parties always intended for Richard to own the 4.25 acres. For these reasons, the “corrective” deed failed to meet the requirements set forth in 61 Pa.Code § 91.151.⁹

Further, sister courts have been unwilling to allow corrective deeds that are intended to do something more than simply correct a drafting error. For instance, the Supreme Court of Texas has provided the following guidance relating to the validity of corrective deeds:

Rather than requiring erroneous deeds be reformed or rescinded by judicial proceedings, we have long allowed agreeable parties to use correction deeds in limited circumstances. *But the proper use of a correction deed is narrow in scope.* For instance, a correction deed may be used to correct a defective description of a single property when a deed recites inaccurate metes and bounds. Similarly, a correction deed may be used to correct a defective description of a grantor’s capacity. However, using a correction deed to convey an additional, separate parcel of land is beyond the appropriate scope of a correction deed. . . . *To allow correction deeds to convey additional, separate*

⁸ Although the Lewandowskis assert that the parties treated the land across the road from the house as joint property and only the land containing the house was treated as Richard’s after the “corrective” deed, the record rebuts this assertion. (Plf.’s Resp. to Def.’s S.J. Mot. ¶ 42.) Norman testified that at the time of the first conveyance, they intended to transfer the entire 4.25 acres to Richard which included the house and the acreage across the road that contained the water well for the house. (Lewandowski Dep. at 32, 35.) Moreover, Norman likewise testified that it was the parties’ intent that Richard own the entire 4.25 acre parcel. The “corrective” deed was simply a ploy to attempt to avoid rollback taxes and the parties intended for Richard to own the entirety of the 4.25 acres described in the original deed.

⁹ This regulatory provision is used to determine whether transfer tax is due on a recorded deed. The record plainly demonstrates that the 2010 deed was not a “corrective” deed under 61 Pa.Code § 91.151. The failure to meet the regulatory elements, however, results simply in the 2010 deed being taxable. There is no language in § 91.151 that would invalidate the 2010 “corrective” deed. Machell attempts to rely upon Lesser Associates v. Commonwealth, 816 A.2d 393 (Pa. Commw. Ct. 2003) for the proposition that a “corrective” deed is void *ab initio* if it fails to comply with requirements of § 91.151. (Def. Br. at unnumbered page 7.) Lesser Associates did not so hold as the deed in that case was void because the corporate grantee did not exist when the deed was executed. As such, Lesser Associates provides no support for the conclusion that the 2010 “corrective” deed was void because it was in violation of § 91.151.

properties not described in the original deed would introduce unwarranted and unnecessary confusion, distrust, and expense into the Texas real property records system.

Myrad Properties, Inc. v. LaSalle Bank Nat. Assoc., 300 S.W.3d 746, 749-50 (Tx. 2009) (citations omitted) (emphasis added).¹⁰ As noted previously, the Lewandowskis intended for Richard to receive the entire 4.25 acres of real property in the 2009 deed and that is exactly what Richard received. There was never any mistake to correct. The 2010 deed was not drafted to correct any mistake; rather, it was drafted in an attempt to avoid rollback tax liability. It was not intended to merely correct a defective description of the 4.25 acres of real property; rather, it purported to entirely alter the conveyance by conveying a different parcel, albeit a portion of the previously conveyed 4.25 acres. As such, the 2010 deed was not a valid corrective deed.

The Lewandowskis argue that Richard agreed to the 2010 deed upon hearing of the rollback tax consequences. The Lewandowskis ascribe significance to the fact that Richard signed the 2010 deed and thereby acknowledged that it was a “corrective” deed. As noted, the 2010 deed was not a valid “corrective” deed. To the extent that it was a real estate transfer, it merely conveyed 2 acres of real property that Richard already owned under the 2009 deed. There is no language whatsoever in the 2010 deed demonstrating that Richard re-conveyed the 4.25 acres of real property to the Lewandowskis or that Richard conveyed away his interest in the entirety of the 4.25 acre parcel.¹¹ The only thing the 2010 deed accomplished was to provide a description of 2 acres that was already contained within the previously conveyed 4.25 acres. If the siblings intended for Richard to give up his interest in the 4.25 acres, then Richard would have had to execute a deed conveying those interests back to himself and his siblings. The attempt to “correct” a description was not valid and was simply a sham transaction that failed to re-convey Richard’s ownership of the 4.25 acres back to his siblings.¹²

10 The Texas Legislature responded to the Myrad decision by enacting 2 Tex. Stat. § 5.027, § 5.028 and § 5.029. Under Section 5.029, a corrective deed may “remove land from a conveyance that correctly conveys other land” provided that the corrective deed was executed by all of the parties to the original conveyance. This statutory provision was enacted to reverse the common law related to corrective deeds. Pennsylvania has no such statutory provision related to corrective deeds and the common law continues to govern the validity of a “corrective” deed.

11 As noted, Richard could not lawfully subdivide the real property without the approval of the Susquehanna County Planning Commission. Richard never applied for any subdivision approval, no subdivision approval was ever obtained and no lawful 2 acre subdivision from Richard’s 4.25 acres ever occurred. In other words, the purported 2010 deed was not only not a corrective deed – it was an unlawful deed.

12 The 2010 deed merely re-conveyed 2 acres of real property to Richard that he already owned by virtue of the original deed – it did not divest Richard of ownership in the other 2.25 acres that had already been conveyed to him in the original deed. Commentators have noted that this is common misuse of a “corrective” deed:

Another common mistake is the improper use of a “corrective deed” in an attempt to re-vest title in the grantor where the original deed described more land than the grantor intended to convey. Although the “corrective” deed will convey to the grantee any additional property described therein owned by the grantor that was not described in the original deed, it will

Norman, Patricia and Richard never executed a valid corrective deed. There is no dispute that they intended to convey the entire 4.25 acres to Richard through the 2009 deed. They never intended any other conveyance in 2009 and it was part of their deceased mother's estate planning. Thereafter, it was discovered that the 2009 conveyance violated the terms and conditions of the Susquehanna County Clean and Green Program and that rollback taxes were owed. In an attempt to avoid tax liabilities, Norman, Richard and Patricia entered into a sham transaction that purported to correct something that was done correctly in the first place. While taxpayers may lawfully seek to reduce or eliminate their tax liabilities, the law does not allow them to engage in sham transactions constructed to evade tax responsibilities:

Taxpayers cannot escape tax liability by disguising the true nature of transactions with mere formalities. Because substance rather than form of the transaction governs, liability for taxes cannot be evaded by a transaction constituting a colorable subterfuge. In deciding whether a transaction is a sham in fact and thus will not be recognized for tax purposes, courts will ignore accounting tricks and other transactional artifices and will consider whether appropriate business formalities are employed, industry customs and practices are followed, and there is compliance with relevant commercial norms.

85 C.J.S. Taxation § 85 (Dec. 2018 Westlaw Update). Thus, the 2010 sham corrective deed was designed to evade legitimate rollback tax liability arising out of the 2009 real estate transfer. It did not "correct" anything as the 2009 deed did exactly what Norman, Richard and Patricia intended for it to do. The 2010 deed was not correcting any error; rather, it was seeking to evade taxation through a fabrication of the history of the prior transaction.

B. Deed of Reformation

The Lewandowskis assert that the deed was "reformed" to correct a mutual mistake of the parties in that they did not realize that conveying more than 2 acres would result in the imposition of rollback taxes. Courts of equity have jurisdiction to reform deeds where mutual mistakes appear. Dudash v. Dudash, 460 A.2d 323, 326 (Pa. Super. Ct.

not re-convey to the grantor any portion of the land unintentionally included in the original deed which is not included in the description in the corrective deed. . . . Therefore, a deed from the grantee back to the grantor would be the proper way to vest title back to the grantor. For example, assume that the grantor owned lots one, two and three. Where grantor and grantee intend grantor to convey lots one and two, but through inadvertence, grantor conveys lots two and three, it will be necessary for the grantee to convey lot three back to the grantor, even if the grantor gave a corrective deed describing lots one and two.

Stacy O. Kalmanson & Jerry Morris, *Five Tips Every Real Estate Practitioner Should Know About Defective Deeds*, 82 Florida Bar Journal 37, 38 (May 2008); see Johnson v. Hoyland, 795 N.W.2d 294, 301 (N.D. 2011) ("Where the grantor has divested himself or herself of title, although by mistake he or she has not conveyed the title in the way in which he or she intended, he or she may not by a subsequent conveyance correct the mistake, there being no title remaining to convey."). Moreover, as noted, Richard likewise required subdivision approval in the event he sought to somehow subdivide the 4.25 acre parcel into smaller units. No such subdivision approval was ever

1983). However, to justify deed reformation, the burden is on the plaintiff to produce clear and positive proof that a mutual mistake existed *at the time of the execution of the deed*. Kutztown Fair Association v. Frey, 132 A.2d 912, 914 (Pa. Super. Ct. 1957); Miller v. Houseworth, 127 A.2d 742, 743 (Pa. 1956) (“It is not enough for the plaintiffs to show that they made a mistake in conveying more land than they intended to; they must go further and show that the mistake was mutual, that neither the sellers nor the buyers intended that the deed convey all of the real estate described therein.”)

In order to show that a mutual mistake existed and that the parties did not intend to convey the full 4.25 acres to Richard, the Lewandowskis assert that Richard, as both grantor and grantee, agreed to the correction and signed the corrective deed conveying 2 acres rather than 4.25 acres signifying his intention to correct the deed.¹³ However, the Lewandowskis fail to acknowledge that Norman testified that at the time the property was initially conveyed to Richard in 2009, it was the intention of the grantors to convey the full 4.25 acres to Richard. At the time of the initial conveyance, there was no mistake and the “mistake” only arose after the parties learned that there would be rollback tax consequences as a result of the conveyance. As such, the Lewandowskis cannot demonstrate an entitlement to a judicial reformation of the 2009 deed.¹⁴

III. Conclusion

Viewing all facts in the record in a light most favorable to the Lewandowskis, the Lewandowskis have failed to produce evidence of a valid deed changing the acreage initially conveyed to Richard from 4.25 acres to 2 acres. For these reasons, Machell is entitled to judgment as a matter of law regarding the 4.25 acre parcel of real property located in Clifford Township, Pennsylvania and Machell’s motion for summary judgment will be granted. The Lewandowskis’ oral motion for summary judgment will be denied.



¹³ It must be reiterated that any such attempt to subdivide the 4.25 acre parcel without the approval of the municipal planning commission would be unlawful. Richard never applied for subdivision approval to subdivide his 4.25 acres. In the absence of subdivision approval, Richard could not lawfully convey the 2 acre parcel to himself and the 2.25 acre parcel back to his brother and sister.

¹⁴ Nor can this court reform a deed in a manner that would result in an unlawful conveyance, i.e., a conveyance without appropriate subdivision approval. See Messina, 528 A.2d at 961.

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

3/8/2019 • 3/15/2019 • 3/22/2019

LEGAL AD

Estate of Cathy A. Fitzpatrick, late of Union Dale, Pennsylvania (Dies: January 22, 2019). Notice is hereby given that Letters Testamentary on the above Estate have been granted to Ronald Coleman, Executor. All persons indebted to the said Estate are required to make payment and those having claims to present the same without delay to the Executor named herein, or to Neil F.

MacDonald, Esquire, Durkin MacDonald, LLC, Attorney for this Estate, 536 Drinker Street, Dunmore, Pennsylvania 18512.

3/8/2019 • 3/15/2019 • 3/22/2019

ESTATE NOTICE

In the Estate of Joyce S. Early, late of the Borough of Susquehanna, Susquehanna County, Pennsylvania,

Letters Testamentary in the above estate having been granted to the undersigned, all persons indebted to said estate are requested to make prompt payment and all those having claims against said estate will present them without delay to:

Glenna J. Novak
417 Criddle Road
Susquehanna, PA 18847

or

Joan F. Decker
177 Sherman Road
Susquehanna, PA 18847

or

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

3/8/2019 • 3/15/2019 • 3/22/2019

ADMINISTRATRIX NOTICE

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

3/8/2019 • 3/15/2019 • 3/22/2019

EXECUTRIX'S NOTICE

Letters Testamentary on the Estate of Delores D. Kostantewicz, who died on December 19, 2018, late of Auburn Township, Susquehanna County, Pennsylvania, having been granted the undersigned, notice is hereby given that all persons indebted to said estate are requested to make immediate payment, and all persons having claims against it must present them duly authenticated for settlement

Lisa Worth fka
Lisa Kostantewicz, Executrix
1430 Harding Avenue
Williamsport, PA 17701

Date: February 19, 2019

Attorney Leslie Wizelman
243 Second St., P.O. Box 114
Wyalusing, PA 18853
Telephone: 570-746-3844

3/1/2019 • 3/8/2019 • 3/15/2019

ESTATE NOTICE

Estate of William A. Smith a/k/a William Smith, late of Montrose, Susquehanna County, Pennsylvania, deceased.

Letters of Administration on the above estate having been granted the undersigned, all persons indebted to said estate are requested to make immediate payment, and those having legal claims to present the same without delay to:

Mr. William J. Smith,
Administrator
c/o PLA Associates, PC
1450 E. Boot Road, Building 400D
West Chester, PA 19380

Or Attorney

Charles W. Proctor, III, Esquire
PLA Associates, PC
1450 E. Boot Road, Building 400D
West Chester, PA 19380

3/1/2019 • 3/8/2019 • 3/15/2019

ESTATE NOTICE

In the Estate of Daniel J. Myer, deceased, late of Gibson Township, Susquehanna County, Pennsylvania who died testate on January 9, 2019. Letters of Testamentary 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:
Elizabeth M. Fry
1023 Donegal Springs Rd.
Mount Joy, PA 18470
or
Laurence M. Kelly
Kelly Law Office
Attorney for the Estate
65 Public Avenue
Montrose, PA 18801
Telephone: 570-278-3861

3/1/2019 • 3/8/2019 • 3/15/2019

ADMINISTRATRIX NOTICE

Estate of James Robert Russell
Late of Little Meadows Borough
ADMINISTRATRIX
Patricia Russell
974 Maple Street
Little Meadows, PA 18830
ATTORNEY
Laurence M. Kelly
65 Public Avenue
Montrose, PA 18801

2/22/2019 • 3/1/2019 • 3/8/2019

ESTATE NOTICE ESTATE OF MARGARET M. GRECO

ESTATE NOTICE ESTATE OF
MARGARET M. GRECO,
deceased, of 50 State Route 2021,
Clifford, Susquehanna County, PA,
who dies September 8, 2018.
Letters of Testamentary have been
granted to Julie Aulisio, Executrix,
who requests all persons having
claims against the estate of the
decedent to make known the same,
and all persons indebted to the
decedent to make payments,

without delay, to: Julie Aulisio, 185
Reese Street, Old Forge, Pa. 18518.

2/22/2019 • 3/1/2019 • 3/8/2019

EXECUTRIX NOTICE

Estate of Scott Hotchkiss AKA
Scott Joseph Hotchkiss
Late of City of Binghamton,
Broome County, New York
EXECUTRIX
Ellen E. Hotchkiss
35 Muckey Rd.
Binghamton, NY 13903
ATTORNEY
John R. Dean
Attorney at Law
72 Public Avenue
Montrose, PA 18801

2/22/2019 • 3/1/2019 • 3/8/2019

EXECUTOR NOTICE

Estate of Robert Griffin AKA
Robert P. Griffin
Late of Apolacon Township
CO-EXECUTOR
John M. Griffin
4046 Turnpike St.
Friendsville, PA 18818
CO-EXECUTOR
Joseph R. Griffin
4164 Turnpike St.
Friendsville, PA 18818
ATTORNEY
John R. Dean
Attorney at Law
72 Public Avenue
Montrose, PA 18801

2/22/2019 • 3/1/2019 • 3/8/2019

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 APRIL 23, 2019

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

SALE DATE AND TIME

April 23, 2019 at 9:00 AM

Writ of Execution No.:

2019-31 CP

PROPERTY ADDRESS: 220 Franklin Avenue, Susquehanna, PA 18847

LOCATION: Susquehanna Borough

Tax ID #: 054.15-2,055.00,000.

IMPROVEMENTS: ONE - ONE STORY MANUFACTURED DWELLING

DEFENDANTS: Deborah Acosta & Dwayne Acosta

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

Lance M. Benedict,
Susquehanna County Sheriff

2/22/2019 • 3/1/2019 • 3/8/2019

SHERIFF'S SALE MORTGAGE FORECLOSURE APRIL 23, 2019

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

SALE DATE AND TIME

April 23, 2019 at 9:30 AM

Writ of Execution No.:

2018-1554 CP

PROPERTY ADDRESS: 5342
State Route 492, Jackson
Township, Susquehanna County,
Pennsylvania

Land adjacent from Bienko Well
Pad at 1926 Howell Road, New
Milford Township, Susquehanna
County, Pennsylvania

State Route 492, Jackson
Township, Susquehanna County,
Pennsylvania

LOCATION: Jackson Township,
New Milford Township, Jackson
Township

Tax ID #: 111.00-2,043.00,000.

130.00-1,015.00,000.

130.00-2,002.00,000.

IMPROVEMENTS: 57.28 Acres of
Land

18 Acres of Land

22.98 Acres of Land

DEFENDANTS: Robert C.
Robinson

ATTORNEY FOR PLAINTIFF:

Peter M. Good, Esq
(717) 232-7661

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

Lance M. Benedict,
Susquehanna County Sheriff

2/22/2019 • 3/1/2019 • 3/8/2019

SHERIFF'S SALE MORTGAGE FORECLOSURE MAY 14, 2019

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

SALE DATE AND TIME

May 14, 2019 at 9:30 AM

Writ of Execution No.:

2019-126 CP

PROPERTY ADDRESS: 10986
STATE ROUTE 29, MONTROSE,
PA 18801

LOCATION: Bridgewater
Township

Tax ID #: 161.08-2,030.00,000.

IMPROVEMENTS: ONE - TWO
STORY WOOD FRAMED
DWELLING

ONE - 12 x 24 WOOD FRAMED
GARAGE

DEFENDANTS: JAY T. KERR &
ELSA KERR

ATTORNEY FOR PLAINTIFF:
Abigail Brunner, Esq
(215) 563-7000

NOTICE

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

Lance M. Benedict,
Susquehanna County Sheriff

2/22/2019 • 3/1/2019 • 3/8/2019

SHERIFF'S SALE MORTGAGE FORECLOSURE APRIL 9, 2019

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

**SALE DATE AND TIME
4-9-2019 at 11:00 AM**

Writ of Execution No.:

2018-1577 CP

PROPERTY ADDRESS: 4928
State Route 706, Montrose, PA
18801

LOCATION: Rush Township
Tax ID #: 157.15-1,014.00,000

IMPROVEMENTS: ONE- Two Story Wood Framed Dwelling

DEFENDANTS: MICHAEL REPCHICK

ATTORNEY FOR PLAINTIFF:
Kenya Bates, Esq
(215) 563-7000

NOTICE

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

Lance M. Benedict,
Susquehanna County Sheriff

3/1/2019 • 3/8/2019 • 3/15/2019

**SHERIFF'S SALE
MONEY JUDGMENT
MAY 14, 2019**

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

SALE DATE AND TIME

May 14, 2019 at 9:00 AM

Writ of Execution No.:

2019-90 CP

PROPERTY ADDRESS: 225 WEST SHORE DRIVE, THOMPSON, PA 18465

LOCATION: Ararat Township
Tax ID #: 171.07-1,035.00,000.

IMPROVEMENTS: ONE - ONE STORY WOOD FRAMED DWELLING

ONE – 12 x 18 WOOD FRAMED GARAGE

DEFENDANTS: BERNARD KILPATRICK

ATTORNEY FOR PLAINTIFF:
Marissa McAndrew, Esq
(570) 785-3232

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

Lance M. Benedict,
Susquehanna County Sheriff

3/1/2019 • 3/8/2019 • 3/15/2019

MORTGAGES AND DEEDS

RECORDED FROM FEBRUARY 21, 2019 TO FEBRUARY 27, 2019
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.

MORTGAGES

Information:	Consideration: \$169,500.00
Mortgagor: BREMER HOF OWNERS INC	Mortgagee: HONESDALE NATIONAL BANK
Locations: Parcel #	Municipality
1 - N/A	HERRICK TOWNSHIP
Information:	Consideration: \$50,000.00
Mortgagor: BREMER HOF OWNERS INC	Mortgagee: HONESDALE NATIONAL BANK
Locations: Parcel #	Municipality
1 - N/A	HERRICK TOWNSHIP
Information:	Consideration: \$28,700.00
Mortgagor: WOODY, JOSEPH R	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
Locations: Parcel #	Municipality
1 - 268.07-3,073.00,000.	FOREST CITY 2W
Information:	Consideration: \$433,860.00
Mortgagor: DEBONIS, EMANUEL M	Mortgagee: MONEY SOURCE INC
	2 - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
Locations: Parcel #	Municipality
1 - 182.00-1,010.00,000.	DIMOCK TOWNSHIP
Information:	Consideration: \$250,000.00
Mortgagor: DUKE, KEVIN J	Mortgagee: VISIONS FEDERAL CREDIT UNION
2 - DUKE, BRIGITTE M	
Locations: Parcel #	Municipality
1 - 066.00-1,012.00,000.	SILVER LAKE TOWNSHIP
2 - 066.00-1,013.00,000.	SILVER LAKE TOWNSHIP
Information:	Consideration: \$93,147.00
Mortgagor: VAN NOSTRAND, ROSE	Mortgagee: NBT BANK
Locations: Parcel #	Municipality
1 - 124.18-1,043.00,000.	MONTROSE
Information:	Consideration: \$88,467.00
Mortgagor: SPARKS, LEWIS D	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
	2 - STEARNS LENDING LLC
Locations: Parcel #	Municipality
1 - 054.11-3,040.00,000.	SUSQUEHANNA
Information: OPEN-END MTG	Consideration: \$185,600.00
Mortgagor: NEARY, PHILIP E	Mortgagee: HONESDALE NATIONAL BANK
2 - NEARY, JACQUELYN M	
Locations: Parcel #	Municipality
1 - 190.04-1,016.34,000.	HERRICK TOWNSHIP
Information:	Consideration: \$272,000.00
Mortgagor: MORGAN, RICHARD D	Mortgagee: CITIZENS BANK
2 - RUPPRECHT, JENNIFER L	
Locations: Parcel #	Municipality
1 - N/A	HERRICK TOWNSHIP

Information:	Consideration: \$142,006.00
Mortgagor: NOLAN, CODY J	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - SUMMIT MORTGAGE CORPORATION
Locations: Parcel # 1 - 216.00-1,032.01,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$150,000.00
Mortgagor: VANOSTRAND, TINA M (AKA) 2 - FRITTS, TINA	Mortgagee: UTILITIES EMPLOYEES CREDIT UNION
Locations: Parcel # 1 - 110.00-1,022.01,000.	Municipality NEW MILFORD TOWNSHIP
Information: OPEN-END MTG	Consideration: \$50,000.00
Mortgagor: FORREST, TRAVIS E 2 - KUHLMAN, MICHALA N	Mortgagee: FIRST CITIZENS COMMUNITY BANK
Locations: Parcel # 1 - 021.05-1,052.00,000.	Municipality LITTLE MEADOWS BOROUGH
Information:	Consideration: \$160,000.00
Mortgagor: BOOT, WILLIAM 2 - BOOT, AMY L	Mortgagee: COMMUNITY BANK
Locations: Parcel # 1 - 163.00-1,004.00,000.	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$77,906.00
Mortgagor: HAGAN, SEAN C 2 - HAGAN, REBEKAH	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - STEARNS LENDING LLC
Locations: Parcel # 1 - 268.07-6,002.00,000.	Municipality FOREST CITY
Information:	Consideration: \$63,050.00
Mortgagor: DOUGLASS, ADRIEL	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - ROYAL UNITED MORTGAGE LLC
Locations: Parcel # 1 - 268.06-1,041.00,000.	Municipality FOREST CITY 2W
Information:	Consideration: \$312,500.00
Mortgagor: WILSON CREEK REALTY ASSOCIATES LLC	Mortgagee: DIME BANK
Locations: Parcel # 1 - 268.07-2,024.00,000. 2 - 268.07-2,023.01,000. 3 - 268.07-3,054.00,000.	Municipality FOREST CITY 2W FOREST CITY 2W FOREST CITY 2W
Information:	Consideration: \$250,000.00
Mortgagor: WILSON CREEK REALTY ASSOCIATES LLC	Mortgagee: DIME BANK
Locations: Parcel # 1 - 268.07-2,024.00,000. 2 - 268.07-2,023.01,000. 3 - 268.07-3,054.00,000.	Municipality FOREST CITY 2W FOREST CITY 2W FOREST CITY 2W
Information:	Consideration: \$125,000.00
Mortgagor: WILSON CREEK REALTY ASSOCIATES LLC	Mortgagee: ZAZZERAS SUPERMARKET INC
Locations: Parcel # 1 - 268.07-3,054.00,000. 2 - 268.07-2,024.00,000. 3 - 268.07-2,023.01,000.	Municipality FOREST CITY 2W FOREST CITY 2W FOREST CITY 2W

Information:	Consideration: \$124,000.00
Mortgagor: RUSSELL, PATRICIA	Mortgagee: CITIZENS BANK
Locations: Parcel #	Municipality
1 - 021.05-1,042.00,000.	LITTLE MEADOWS BOROUGH
2 - 021.05-1,072.00,000.	LITTLE MEADOWS BOROUGH

DEEDS

Information:	Consideration: \$1.00
Grantor: HELLMANN, DAVID W	Grantee: HELLMANN'S ILLSIDE HAVEN LLC
2 - HELLMANN, BONITA J	
Locations: Parcel #	Municipality
1 - 002.00-1,001.00,000.	LITTLE MEADOWS BOROUGH
Information: CORRECTIVE	Consideration: \$1.00
Grantor: ALLEN, THOMAS L	Grantee: ALLEN, THOMAS L
2 - ALLEN, BARBARA S (AKA)	2 - ALLEN, BARBARA J
3 - ALLEN, BARBARA J	
Locations: Parcel #	Municipality
1 - 268.06-1,079.00,000.	FOREST CITY 2W
Information: MINERAL DEED	Consideration: \$1.00
Grantor: HALL, ERIC	Grantee: HALL, ERIC
2 - HALL, SHERRY B	2 - HALL, SHERRY B
Locations: Parcel #	Municipality
1 - 046.00-1,006.00,000.	SILVER LAKE TOWNSHIP
Information:	Consideration: \$1.00
Grantor: PREHODKA, JASON L	Grantee: PREHODKA, JOSEPH I
2 - PREHODKA, JOSEPH I	2 - PREHODKA, JOSEPH W
	3 - PREHODKA, JUDITH A
Locations: Parcel #	Municipality
1 - N/A	THOMPSON TOWNSHIP
Information:	Consideration: \$1.00
Grantor: PREHODKA, JASON L	Grantee: PREHODKA, JOSEPH I
2 - PREHODKA, JOSEPH I	2 - PREHODKA, JOSEPH W
	3 - PREHODKA, JUDITH A
Locations: Parcel #	Municipality
1 - N/A	THOMPSON TOWNSHIP
Information:	Consideration: \$98,050.00
Grantor: YEAGER, JOHN M	Grantee: VAN NOSTRAND, ROSE
2 - YEAGER, LOUISE M	
Locations: Parcel #	Municipality
1 - 124.18-1,043.00,000.	MONTROSE
Information:	Consideration: \$1.00
Grantor: KANE, BRUCE R	Grantee: KANE, HEATHER E
Locations: Parcel #	Municipality
1 - N/A	RUSH TOWNSHIP
Information: OIL, GAS & MINERAL DEED	Consideration: \$500.00
Grantor: TRACY, EMILY	Grantee: TRACY FAMILY LIMITED PARTNERSHIP
Locations: Parcel #	Municipality
1 - 179.00-1,057.00,000.	DIMOCK TOWNSHIP

★ **LEGAL JOURNAL OF SUSQUEHANNA COUNTY** ★

Information:	Consideration: \$90,100.00
Grantor: TRUSKOLASKI, PAUL F	Grantee: SPARKS, LEWIS 2 - CHURCH, CASSIDY PAIGE
Locations: Parcel # 1 - 054.11-3,040.00.000.	Municipality SUSQUEHANNA
Information:	Consideration: \$1.00
Grantor: ESPOSITO, BRIDGET A	Grantee: ESPOSITO, STEPHEN W
Locations: Parcel # 1 - N/A	Municipality HALLSTEAD BOROUGH
Information:	Consideration: \$1,500.00
Grantor: TRACY, CHRISTOPHER T 2 - TRACY, CATHLEEN	Grantee: KOWALEWSKI, RONALD
Locations: Parcel # 1 - N/A	Municipality GREAT BEND TOWNSHIP
Information:	Consideration: \$1.00
Grantor: PETERSON, NADINE A (AKA) 2 - PETERSON, NADINE M 3 - DOLPH, KATLYN K	Grantee: PETERSON, NADINE M
Locations: Parcel # 1 - 249.19-2,002.00.000.	Municipality FOREST CITY 2W
Information:	Consideration: \$25,000.00
Grantor: SHADDUCK, REBECCA L	Grantee: LARUE, LARRY R
Locations: Parcel # 1 - N/A	Municipality JESSUP TOWNSHIP
Information:	Consideration: \$167,000.00
Grantor: HEPTIG, JOHN 2 - CWIKLA, LACEY (NBM) 3 - HEPTIG, LACEY	Grantee: PEDRICK, MERRITT 2 - PEDRICK, GLORIA
Locations: Parcel # 1 - N/A	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$340,000.00
Grantor: KELLY, FRANCIS E JR 2 - KELLY, HOLLY KRUPP	Grantee: MORGAN, RICHARD D 2 - RUPPRECHT, JENNIFER L
Locations: Parcel # 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: POTTS TRUST (BY TRUSTEE AKA) 2 - POTTS LIVING TRUST (BY TRUSTEE)	Grantee: SIVERS, LINDA IRMA 2 - POTTS, GLEN ALBERT 3 - POTTS, DANIEL JAMES 4 - POTTS, DONALD JOSEPH 5 - ELDRED, KIM ELAINE
Locations: Parcel # 1 - 102.00-1,021.00.000.	Municipality FOREST LAKE TOWNSHIP
Information:	Consideration: \$149,480.00
Grantor: MINDLIN, LARRY 2 - MINDLIN, NANCY	Grantee: NOLAN, CODY J
Locations: Parcel # 1 - 216.00-1,032.01.000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$1.00
Grantor: GRAY, SONIA E (ESTATE)	Grantee: GRAY, ROBERT S 2 - GRAY, MARY
Locations: Parcel # 1 - 225.00-1,024.00.000.	Municipality LENOX 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 ★

Information:	Consideration: \$1.00
Grantor: GESFORD, RUTH	Grantee: GESFORD, RUTH
Locations: Parcel # 1 - N/A	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$85,000.00
Grantor: ROWAN, RAECHELLE MARIE (NKA) 2 - TUTTLE, RAECHELLE MARIE	Grantee: MC OFALT ESTATES LLC
Locations: Parcel # 1 - 184.00-2,014.00,000.	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$1.00
Grantor: OLSZEWSKI, JOSEPHINE (ESTATE) 2 - OLSZEWSKI, SHERI L 3 - OLSZEWSKI, STEPHEN J 4 - OLSZEWSKI, WALTER J 5 - OLSZEWSKI, REGINA M 6 - OLSZEWSKI, ANTHONY 7 - OLSZEWSKI, CAROL	Grantee: OLSZEWSKI, STEPHEN 2 - OLSZEWSKI, SHERI
Locations: Parcel # 1 - 087.00-1,064.00,000.	Municipality FRANKLIN TOWNSHIP
Information:	Consideration: \$1.00
Grantor: OLSZEWSKI, JOSEPHINE (ESTATE) 2 - OLSZEWSKI, SHERI L 3 - OLSZEWSKI, STEPHEN J 4 - OLSZEWSKI, WALTER J 5 - OLSZEWSKI, REGINA M 6 - OLSZEWSKI, ANTHONY 7 - OLSZEWSKI, CAROL	Grantee: OLSZEWSKI, WALTER J 2 - OLSZEWSKI, REGINA M
Locations: Parcel # 1 - 087.00-1,064.00,000.	Municipality FRANKLIN TOWNSHIP
Information:	Consideration: \$1.00
Grantor: TURNER, GREGORY B 2 - TURNER, MICHELLE R (AKA) 3 - TURNER, MICHELE RENE	Grantee: TURNER, GREGORY B
Locations: Parcel # 1 - 031.11-1,001.00,000.	Municipality GREAT BEND TOWNSHIP
Information:	Consideration: \$180,000.00
Grantor: STEPNIAK, THOMAS D 2 - STEPNIAK, FAYE F	Grantee: BOOT, WILLIAM 2 - BOOT, AMY L
Locations: Parcel # 1 - 163.00-1,004.00,000.	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$77,127.65
Grantor: LEVINE, DOREEN DEBORAH (TRUST)	Grantee: HAGAN, SEAN CHRISTOPHER 2 - HAGAN, REBEKAH
Locations: Parcel # 1 - N/A	Municipality FOREST CITY
Information:	Consideration: \$65,000.00
Grantor: SUSQUEHANNA COUNTY HOUSING/ REDEVELOPMENT AUTHORITY	Grantee: DOUGLASS, ADRIEL
Locations: Parcel # 1 - 268.06-1,041.00,000.	Municipality FOREST CITY 2W
Information:	Consideration: \$275,000.00
Grantor: L & F REALTY COMPANY INC (AKA) 2 - L & F REALTY CO INC	Grantee: WILSON CREEK REALTY ASSOCIATES LLC
Locations: Parcel # 1 - 268.07-2,024.00,000. 2 - 268.07-2,023.01,000. 3 - 268.07-3,054.00,000.	Municipality FOREST CITY 2W FOREST CITY 2W FOREST CITY 2W

Susquehanna County LEGAL JOURNAL

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