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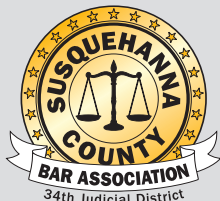
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CASES REPORTED

Joseph Bowen, Plaintiff,
v.
Louise Noble, Glenn F. Keifer, Jr., Mary Ann Davies, Celiia Wozniak,
Walter Keeney and Ann Keeney, Defendants

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Court of Common Pleas 34th Judicial District:

The Hon. Jason J. Legg
President Judge

The Hon. Kenneth W. Seamans
Senior Judge

The Legal Journal of
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legal interest. It is published every
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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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Hours: Monday–Friday, 8:30 a.m.–4:30 p.m.

COURT OPINION

Case No. 2011 - 375 C.P.

Joseph Bowen, Plaintiff,

v.

**Louise Noble, Glenn F. Keifer, Jr., Mary Ann Davies, Celiia Wozniak,
Walter Keeney and Ann Keeney, Defendants**

Opinion continued from the August 19, 2016 issue

b. 1961 Deed: “Tenants in Common with Right of Survivorship”

The simple, yet perplexing question, in this case is what tenancy was created by Ms. Bowen’s conveyance of her real property to her three sons as “tenants in common with right of survivorship.” Defendants contend that the deed is inherently contradictory in that a tenancy in common does not have a right to survivorship – it is a legal impossibility. (Def. S.J. Supp. Br., at unnumbered page 8). Based upon this contradictory language, defendants contend that the statutory presumption against joint tenancy mandates a finding that the 1961 deed creates a tenancy in common. See 68 P.S. § 110 (statutory presumption against right of survivorship and in favor of tenancy in common). Conversely, despite any ambiguity created by the contradictory language, plaintiff asserts that the 1961 Deed demonstrates that Ms. Bowen intended to create a right of survivorship by the use of the words “with the right of survivorship.”²

“The appropriate form of tenancy is to be determined by the intention of the parties, the ultimate guide by which all deeds must be interpreted.” Riccelli v. Forcinito, 595 A.2d 1322, 1325 (Pa. Super. Ct. 1991); see Maxwell v. Saylor, 58 A.2d 355, 356 (Pa. 1948) (same); Hindman v. Farren, 44 A.2d 241, 242 (Pa. 1945) (“It is the intention of the parties which is the ultimate guide, and, in order to ascertain that intention, the court may take into consideration the surrounding circumstances, the situation of the parties, the objects they apparently have in view, and the nature of the subject-matter of the agreement”). “Where the language of the deed is clear and unambiguous, the intent of the grantees must be gleaned solely from the deed’s language.” Estate of Reigle, 652 A.2d 853, 854 (Pa. Super. Ct. 1995). As noted, the 1961 deed contains contradictory language and the Superior Court determined that parole evidence was admissible to demonstrate the estate that Ms. Bowen intended to create in the 1961 deed. Bowen v. Noble, 1179 MDA 2011, slip op, at 7 (Pa. Super. Ct. Mar. 6, 2012). Given the lapse of

² The parties engaged in no discovery in connection with this litigation. The cross-motions for summary judgment rely upon affidavits provided by the parties relating primarily to the historical use of this family farm. The bulk of the material provided in the submitted affidavits have nothing to do with the question of what the parties intended with the language contained in the 1961 deed. In their briefs and during oral arguments, the parties focused nearly exclusively upon the language in the 1961 deed and whether that language was sufficient to overcome the statutory presumption against joint tenancy with the right of survivorship.

time, the parties have understandably submitted virtually no parole evidence as to the intent of the parties related to the drafting and execution of the 1961 deed. In essence, both parties essentially rely upon the language in the 1961 deed to support their respective positions. Defendant contends that the contradictory language creates a scenario where a tenancy in common must be presumed. Plaintiff contends that the language, while admittedly contradictory, still evidenced a sufficient intent to confer the right of survivorship.

Under the law of this Commonwealth, there is a presumption against the right of survivorship, but such right of survivorship “may still exist when expressly provided for by deed or will or when it arises by necessary implication.” Riccelli, 595 A.2d at 1326 n.1; see also Holohan v. Melville, 249 P.2d 777, 787 (Wash. 1952) (“It is thus clearly established, at least in cases dealing with deeds and wills, that where by the instrument of conveyance an intention is manifested to create a joint tenancy or an estate of survivorship, that intention will be given effect.”). “[I]n order to engraft the right of survivorship on a co-tenancy which might otherwise be a tenancy in common, the intent to do so must be expressed with sufficient clarity to overcome the statutory presumption that survivorship is not intended.” Zomisky v. Zamiska, 296 A.2d 722, 723 (Pa. 1972). “[T]he intent to create a [a joint tenancy with right of survivorship] trumps the use of imprecise or improper language in creating it.” In re Estate of Quick, 905 A.2d 471, 474 (Pa. 2006).

In this regard, the courts have recognized that an ineffectual attempt to create a tenancy by entireties actually creates a joint tenancy with right of survivorship as the parties’ intent to provide for the right of survivorship was clearly manifested. See Estate of Whiteman v. Whiteman, 353 A.2d 386 (Pa. 1976) (affirming decision that deed into unmarried man and woman as tenants by entireties created a joint tenancy with right of survivorship); Pennsylvania Bank & Trust Co. v. Thompson, 247 A.2d 771 (Pa. 1962) (finding that where deed conveyed property to two brothers as tenants by entireties actually created a joint tenancy with right of survivorship); Maxwell, 58 A.2d at 356 (finding where grantees took title as husband and wife and as tenants by the entireties despite not being married, they evidenced their intent to create a right of survivorship); Estate of Reigle, 652 A.2d at 854 (holding that where deed conveyed title to mother and son as tenants by entireties title was held as joint tenants with the right of survivorship); Riccelli, 595 A.2d at 1325 (same); cf. Teacher v. Kijurina, 76 A.2d 197, 201 (Pa. 1950) (finding that deed to “Nick Kijurina and Sarah Kijurina, his wife” when parties were not married without reference to the creation of a tenancy by entireties created merely a tenancy in common).

In Maxwell, *supra*, an unmarried couple took real property as “husband and wife” and as “tenants by the entireties.” In considering the legal implication from the impossible attempt to create a tenancy by the entireties, the Court stated:

The question here is: What is the appropriate form of tenancy? This depends entirely upon the intention of the parties, which is the ultimate guide by which

all deeds must be interpreted. Their *declared* intention was to own the property as tenants by the entireties This was equivalent to stating in so many words that they desired to establish a right of survivorship. Therefore joint tenancy with the right of survivorship . . . best effectuates their intention to the extent legally permissible, that being the form of tenancy for unmarried persons most nearly resembling the tenancy by the entireties enjoyed by husband and wife, since in both instances the survivor takes the whole.

Id. at 356 (emphasis in the original). While this case does not involve a conveyance purporting to create a legally impossible tenancy by entireties, that case law is instructive as it demonstrates that where there is a clear intent to confer the right of survivorship that intent will be upheld.

On the other hand, where the deed fails to properly evidence the intent that a right to survivorship exist, then the statutory presumption is not overcome and a tenancy in common is created. In *Teacher, supra*, two individuals took title to real property as husband and wife in the deed but did not make any reference to holding title as tenants by the entireties. The parties were not married, but had lived together in the community as husband and wife for 18 years. *Id.* at 199. In reviewing the deed's language, the Pennsylvania Supreme Court provided the following analysis:

It is perhaps a confusion of terms and an inaccuracy to say that a joint tenancy in real estate may still be created; it is more accurate to say that the *right of survivorship may be engrafted* on a dual estate which might otherwise be a tenancy in common. But to do so that intent must clearly appear in order to overcome the presumption arising from the statute that survivorship is not intended. . . . Authorities may be multiplied but in each case it will be found there was a reasonably clear expression of intent that the estate created was to have the *attribute of survivorship*.

Entirely consistent with this principle then we find in the class of cases of which this is one that where there was added to the names of grantees some language to indicate that survivorship was intended, then that intent will be followed. . . .

In the case before us there is no such indication of intent. Of course it is arguable that the mere use of the words "his wife" or itself would imply an intent to create an entireties estate. And it is true that if such language without more were used to convey to grantees *who were in fact husband and wife*, an estate by entireties would be created. But we cannot carry that implication of intent that far in a case where the parties *are not married* for they may have been motivated solely by a desire to make a public record conform to the pretended relationship.

Id. at 201-02 (emphasis in original)(citations omitted). The false identification of a

person as a spouse is insufficient to “engraft” survivorship on a dual estate that would otherwise be a tenancy by the entireties. In the present case, however, the attempt to engraft the right of survivorship was stated with clarity – the 1961 deed plainly states that there was a right to survivorship as between the three brothers. While a tenancy in common cannot have a right to survivorship, the plain language in the 1961 deed “engrafted” that right to survivorship to the tenancy in common.

Some sister courts have construed the exact language contained in the 1961 deed as essentially creating life estates between the co-tenants and a contingent remainder to the surviving co-tenant. See Durant v. Hamrick, 409 So.2d 731, 736 (Ala. 1981) (“We are persuaded that Alabama should likewise recognize a form of concurrent property ownership as tenants in common which provides for survivorship. This form of concurrent ownership can be characterized as creating concurrent life estates with cross-continent remainders in fee; or a tenancy in common for life with a contingent remainder in favor of the survivor.”); Papke v. Pearson, 280 N.W. 183, 185 (Minn. 1938) (“Estates may be held by tenants in common with the benefit of survivorship.”). This tenancy is different from a joint tenancy with the right of survivorship as neither co-tenant can unilaterally terminate the right of survivorship. See Smith v. Cutler, 623 S.E.2d 644, 647 (S.C. 2005) (“[W]hile a right of survivorship is not incident to a tenancy in common, the parties may create one if they so desire.”); Durant, 409 So.2d at 737 (“A tenancy in common for life with contingent remainder in fee in the survivor differs from a joint tenancy in that the right of survivorship in one tenant in common is not destructible by the act of the other.”); see also Daniel R. Tilly & Patrick K. Hetrick, North Carolina’s Reincarnated Joint Tenancy: Oh Intent, Where Art Thou?, 93 N.C.L. Rev. 1649, 1709 (2015) (“Some states have even endorsed a “tenants in common with rights of survivorship” estate with similar indestructible, vested, cross-contingent survivorship features in remainder.”).³ One treatise summarized the law relating to “tenants in common with right of survivorship” as follows:

Although survivorship is not an incident of tenancies in common, many cases assert that the right of survivorship may be annexed to a tenancy in common if the instrument creating the tenancy in common so provides. This means,

³ This law review article has the following commentary regarding “tenants in common with right of survivorship” language: “Oh, the web we spin! This language may effectively create a right of survivorship, but what title do we place on this conveyance? After all, the hallmark of a common law tenancy in common is the lack of a right to survivorship.” Tilly & Hetrick, *supra*, at 1664. The authors noted that the use of the language of “tenants in common with right of survivorship” largely appeared in jurisdictions that refused to recognize joint tenancies and tenancies by the entireties. *Id.* With the modern recognition of both joint tenancies and tenancies by the entireties, the authors ended their query as follows: “Does this language now create nothing but a joint tenancy in tenancy-in-common clothing? Or, does it result in a contract for survivorship that eliminates the possibility of unilateral severance by one cotenant?” *Id.* Interestingly, the authors never contemplated that the “survivorship” language in a deed of conveyance is wholly ineffectual and that the conveyance would merely create a tenancy in common. This is the position, however, that defendants argue should be adopted by the Court - and it is the position that this Court accepted in its initial decision dismissing plaintiff’s complaint. In its reversal, the Superior Court used reasoning similar to our sister courts - the use of the term “right of survivorship” cannot simply be ignored.

apparently, that an instrument containing an express provision for survivorship will be held to create a tenancy in common for the lives of the cotenants, with a contingent remainder (usually in fee simple) in favor of the surviving cotenant.

See Tilly & Hetrick, *supra*, at 1665 (quoting William B. Stoebe & Dale A. Whitman, *The Law of Property* § 5.3 (3d Ed. 2000)); cf. *Albro v. Allen*, 454 N.W.2d 85, 88 (Mich. 1990) (“While the survivorship feature of the ordinary joint tenancy may be defeated by the act of a cotenant, the dual contingent remainders of the ‘joint tenancy with full rights of survivorship’ are indestructible. A cotenant’s contingent remainder cannot be destroyed by an act of the other cotenant.”).⁴

The Pennsylvania Supreme Court has suggested that there is no impediment to creating a life tenancy in common followed by a contingent remainder in favor of the surviving tenant. See *Arnold v. Jack’s Executors*, 24 Pa. 57, 61 (Pa. 1854) (“It is not pretended that there is any prohibition either in statute or common law against devising an estate for life to two or more, with remainder in fee to the survivor.”).⁵ As with the Pennsylvania case law relating to an ineffectual intent to create a tenancy by the entirety, the case law from our sister courts (and the commentaries) further underscores that where a right to survivorship is clearly intended to be created in a deed, the courts will uphold that intent.

In *Zomisky v. Zamiska*, *supra*, the Pennsylvania Supreme Court considered a conveyance wherein the grantees held title as “joint tenants and as in common with the right of survivorship.” Because there was a conflict between the terms “joint tenants” and “in common,” the question arose as to whether the deed created a tenancy in common or a joint tenancy with the right of survivorship. In responding to arguments similar to those made by the parties in this proceeding, the Pennsylvania Supreme Court provided the following guidance:

[T]he principle is clear we cannot disregard the words “with the right of survivorship” in the instant deed as meaningless. It is true that if we look

4 Neither party has advocated or even suggested that the language contained in the 1961 deed created life estates held in common between the three brothers with a fee simple estate to the last surviving brother. If the purported language in the 1961 deed created a life estate in common followed by contingent remainder to the survivor, then the question would arise as to the validity of the 2007 oil and gas lease and what it actually conveyed. Given that the parties have stipulated that the gas rights have been effectively severed from the real property and were held by the three brothers as tenants in common, there is no need to address that question in this litigation.

5 The language in the decedent’s will in *Arnold* was very specific as to the testator’s intent to leave his property to his three brothers “as joint-tenants, and to the survivors and survivor of them, and the heirs of said survivor, to be assignable by my said brothers or their survivors at any time or in any manner they think proper; provided the said brothers or their survivors shall all or both, if one be dead, assent in such assignment; but the survivor of them may assign and convey or devise at his pleasure.” The Supreme Court determined that this created an estate held jointly by the three brothers that was unalienable without the assent of each brother, with the remainder in fee to go to the “ultimate survivor.” *Id.* at 62. Obviously, the 1961 deed at issue in this case did not provide such clear language as to the parties’ intent.

merely to the words in the deed “as Joint tenants and as in common,” we would have an ambiguity since joint tenancy implies the term “survivorship” and “in common” implies the opposite. However, the use of the words “Joint tenants” in connection with the operative words “with the right of survivorship” removes the ambiguity and makes it clear that the intention of the parties was to create a joint tenancy, with the passage of title to the survivor upon the death of the other.

Zomisky, 296 A.2d at 724.⁶ As in Zomisky, this Court cannot simply ignore the words “with the right of survivorship” contained in the 1961 deed without dismissing entirely the plainly stated intent of Ms. Bowen.

Defendants contend that the *habendum* clause demonstrates that Ms. Bowen intended to convey the property to her sons as tenants in common not as joint tenants with the right of survivorship. (Def. S.J. Sup. Br., unnumbered page 7.)⁷ Pennsylvania court have rejected the argument that the use of “their heirs and assigns” in a deed somehow defeats the otherwise demonstrated intent to confer the right of survivorship. See Maxwell, 58 A.2d at 356 (“It is contended by plaintiffs that the phrase in the deed ‘their heirs and assigns’ as in conflict with, and serves to negative [sic] any presumed intention to create a right of survivorship; this argument fails, however, in view of the fact that ‘their heirs and assigns’ are not words of purchase, but of limitation, such being the time-honored use for the purpose of conveying fee simple title.”); Zomisky, 296 A.2d at 724-25 (same); but see In Re Michael’s Estate, 218 A.2d 338, 342 (Pa. 1966) (“The deed herein involved uses the term ‘their heirs and assigns forever.’ The use of the plural word tend [sic] to indicate a tenancy in common. If ‘his or her’ heirs and assigns had been used a strong argument could be made that the grantor intended a right of

6 Defendants contend that Zomisky is distinguishable as that deed contained both the term “joint tenants” and “the right of survivorship” so as to eliminate any ambiguity as to the intended estate. (Def. S.J. Opp. Br., at unnumbered page 3.) A fair reading of Zomisky, especially when coupled with the case law related to ineffectual attempts to create tenancies by the entireties, demonstrates that the significant words are those conferring the right to survivorship. This importance of the words “right of survivorship” was reiterated by the Superior Court in its reversal and remand in this case. Bowen v. Noble, 1179 MDA 2011, slip op., at 7-8 (Pa. Super. Ct. Mar. 6, 2012) (“Significantly, the deed’s grantee clause . . . did include the phrase ‘right to survivorship,’ suggesting that Ms. Bowen intended the farm’s ownership to be determined by the survivorship between her sons.”).

7 This portion of the 1961 deed contains the following language: “Grantor do [sic] hereby grant and convey to the said grantees, their heirs and assigns. . . .” (Plf. Mot. S.J., Ex A (emphasis added)). Defendants argue that this language was “consciously entered by the drafting lawyer” as there is a space in the form deed that required the drafting attorney to enter the appropriate pronoun. (Def. S.J. Sup. Br., unnumbered page 7.) While this language was no doubt “consciously entered by the drafting attorney” as the form deed required a pronoun insertion, the deed itself demonstrates that the drafting attorney was not conscientious when it came to appropriate usage of singular and plural words. Just prior to the entry of “their” in the form deed, the drafting attorney also entered the word “do” which was improper as there was only a single grantor such that the verb should have been “does.” If the drafting attorney used the improper verb in such a simple usage, then the use of the term “their” has little or no significance in the context of this case as the drafting attorney demonstrated an indifference to the difference between singular and plural word usage.

survivorship and that the survivor of the four named grantees would have an absolute undivided fee in the property.”).⁸ Defendants’ argument that the use of the pronoun “their” negates the 1961 deed’s clear language relating to “the right of survivorship” must fail.⁹

Based upon the clear direction from the Superior Court in the 2012 reversal of this Court’s prior ruling, coupled with a careful review on the case law relative to failed attempts to create tenancies by the entirety, as well as the Supreme Court’s Zomisky decision, together with the reasoning of our sister courts and legal commentary on this issue, the record fails to demonstrate any issue of material fact that would undermine the intent evidenced in the 1961 deed that a “right of survivorship” was created in the conveyance.

The Court Opinion will be continued in the next issue.

8 Defendants rely heavily upon Michael’s Estate to support the assertion that the use of “their” somehow negates the evidenced intent to create a right of survivorship in the deed. (Def. Sup. S.J. Br., unnumbered page 7.) The deed in Michael’s Estate contained the following language: “Harry L. Michael and Bertha Michael, his wife, tenants by entirety, and Ford W. Michael and Helen M. Michael, as tenants by the entirety, with right of survivorship.” Id. at 339. In determining that this language was insufficient to create a joint tenancy with the right of survivorship as between the two tenancies by the entirety, the Supreme Court stated:

The phrase, ‘with right of survivorship,’ is capable . . . of at least three possible interpretations: (1) explanatory of the one of the incidents of the estate, known as tenancy by the entirety; (2) explanatory of the one tenancy by the entirety, the creation of which it follows or (3) . . . indicative of the creation of a right of survivorship as between the two sets of spouses. Any one of these interpretations is a possibility but deciding which was intended by the parties would involve nothing but a mere guess. Such ambiguous terminology falls short of the clear expression of intent required to overcome the statutory presumption.

Id. at 342. Based upon this ambiguity, the Supreme Court then went on to note that the use of the term “their heirs and assigns” undermined the argument that some level of survivorship between the tenancies by the entirety was intended. Id. In this case, the use of the term “right of survivorship” between the three brothers cannot be subject to any other interpretation other than Ms. Bowen intended to create a “right of survivorship.” Michael’s Estate is easily distinguishable. Thus, this case is similar to Maxwell and Zomisky where the use of the words “their heirs and assigns” did not undermine the clear intent to create a right of survivorship.

9 The Pennsylvania Superior Court also rejected defendants’ argument in its decision that remanded this matter for further proceedings as the Court noted: “Significantly, the deed’s grantee clause did not include, or reference, any heirs of the Bowen sons, but did include the phrase “right of survivorship,” suggesting that Ms. Bowen intended the farm’s ownership to be determined by survivorship between her sons.” Bowen v. Noble, 1179 MDA 2011, slip op, at 8 (Pa. Super. Ct. Mar. 6, 2012). The use (or misuse) of a random pronoun by the drafting attorney in the *habendum* clause was not even noted by the Superior Court in its 2012 opinion. Rather, the Superior Court specifically noted that the most significant language in this entire deed is the use of the term “the right of survivorship” which evidenced the intent of Ms. Bowen.

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 Donald E. Blaisure
Late of Bridgewater Township
EXECUTRIX
Cheryl Chavarie
12407 Old Camden Road
Midland, NC 28107

8/26/2016 • 9/2/2016 • 9/9/2016

ADMINISTRATRIX NOTICE

Estate of Robert Ruggeri AKA
Robert William Ruggeri, deceased
Late of City of San Diego,
California
ADMINISTRATRIX
Janet Colwell Birchard
116 High St.
Montrose, PA 18801
ATTORNEY
John R. Dean, Esq.
72 Public Ave.
Montrose, PA 18801

8/19/2016 • 8/26/2016 • 9/2/2016

EXECUTOR NOTICE

Estate of William P. Giangrieco
Late of Hallstead Borough
EXECUTOR
John A. Giangrieco
38 Macon Street
Binghamton, NY 13903
EXECUTOR
James J. Giangrieco
154 Montrose Street
New Milford, PA 18834
ATTORNEY
Michael J. Giangrieco, Esquire
Giangrieco Law, PC
P.O. Box 126
Montrose, PA 18801

8/19/2016 • 8/26/2016 • 9/2/2016

ESTATE NOTICE

Estate of Joseph S. Ranieri, late of Starrucca, Pennsylvania. Any person or persons having claim against or indebted to estate present same to: Rita Ranieri, Executor, P.O. Box 11, Starrucca, Pennsylvania 18462; Attorney for Estate: Stephen Jennings, Esquire, 303 Tenth Street, Honesdale, Pennsylvania 18431.

8/19/2016 • 8/26/2016 • 9/2/2016

NOTICE

IN THE ESTATE OF **JANE L. DIEFFENBACH**, late of the Borough of Montrose, 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:

**ELIZABETH HAWLEY,
Executrix**

2219 Beebe Hollow Road
Montrose, PA 18801

OR

Davis Law, P.C.

Raymond C. Davis, Esquire

Attorney for the Estate

181 Maple Street

Montrose, PA 18801

8/12/2016 • 8/19/2016 • 8/26/2016

OTHER NOTICES

**ORPHANS' COURT DIVISION
ESTATE NOTICE**

Public notice is hereby given to all
persons interested in the following
named Estate. The accountant of
said Estate has filed in the
Register's Office of Susquehanna
County the accounting which has
been certified to the Clerk of the
Orphans' Court Division, Court of
Common Pleas:

First and Final Accountings:

Estate of Thomas M. Pinto, Jr.,

deceased

Anthony Garone, Executor

Estate of Paul E. Rohe, deceased

Joel A. Rohe, Executor

Regina Mary McArthur, deceased
a/k/a

Regina Mary Corrigan, deceased
Barry M. Corrigan, Administrator

The above accounting will be
presented to the Judge of the Court
of Common Pleas on Tuesday,
September 6, 2016, at 10:00 A.M.
for Nisi Confirmation, and if no
exceptions are filed thereto, on
Tuesday, September 20, 2016 the
account will be Confirmed Final.

**MICHELLE ESTABROOK
CLERK OF ORPHANS' COURT**

8/26/2016 • 9/2/2016

**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
SEPTEMBER 13, 2016**

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

9-13-2016 9:30 AM

Writ of Execution No.:

2016-615 CP

PROPERTY ADDRESS: 215

Laurel Street

Susquehanna, PA 18847

LOCATION: Borough of

Susquehanna Depot

Tax ID #: 054.12-3,019.00,000.

IMPROVEMENTS: ONE - TWO

STORY WOOD FRAME

DWELLING

DEFENDANTS: Jeffery L.

Zepkowski and Patricia L.

Zepkowski

ATTORNEY FOR PLAINTIFF:

Sarah McCaffery, Esq

(610) 278-6000

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

8/19/2016 • 8/26/2016 • 9/2/2016

MORTGAGES AND DEEDS

*RECORDED FROM AUGUST 11, 2016 TO AUGUST 17, 2016
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

MORTGAGES

Information:	Consideration: \$241,000.00
Mortgagor: MCKINNEY, MARY KAY	Mortgagee: ELMIRA SAVINGS BANK
Locations: Parcel #	Municipality
1 - 111.10-1,041.00,000.	NEW MILFORD TOWNSHIP
Information:	Consideration: \$65,450.00
Mortgagor: KAZMIERSKI, KAY LA M (AKA)	Mortgagee: FIRST NATIONAL BANK OF PENNSYLVANIA
2 - KAZMIERSKI, KAY LA	
Locations: Parcel #	Municipality
1 - 264.00-2,035.01,000.	CLIFFORD TOWNSHIP
Information:	Consideration: \$133,237.00
Mortgagor: LITTLE MEADOWS VOLUNTEER	Mortgagee: OFFICE OF THE STATE FIRE COMMISSIONER
FIRE COMPANY AND RESCUE SQUAD	VOLUNTEER LOAN ASSISTANCE PROGRAM
Locations: Parcel #	Municipality
1 - N/A	LITTLE MEADOWS BOROUGH
Information:	Consideration: \$25,000.00
Mortgagor: TERRACE HILL VENTURES LLC	Mortgagee: PEOPLES SECURITY BANK AND TRUST
	COMPANY
Locations: Parcel #	Municipality
1 - 143.06-2,001.02,000.	BRIDGEWATER TOWNSHIP
2 - 143.05-1,014.01,000.	BRIDGEWATER TOWNSHIP
3 - 143.06-2,007.00,000.	BRIDGEWATER TOWNSHIP
Information:	Consideration: \$307,500.00
Mortgagor: ACKLEY, MARY JANE	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION
	SYSTEMS INC
	2 - FINANCE OF AMERICA REVERSE LLC
Locations: Parcel #	Municipality
1 - 180.04-1,019.00,000.	DIMOCK TOWNSHIP
Information:	Consideration: \$307,500.00
Mortgagor: ACKLEY, MARY JANE	Mortgagee: UNITED STATES SECRETARY OF HOUSING
	AND URBAN DEVELOPMENT
Locations: Parcel #	Municipality
1 - 180.04-1,019.00,000.	DIMOCK TOWNSHIP
Information:	Consideration: \$88,400.00
Mortgagor: MCARTHUR, PETER	Mortgagee: COMMUNITY BANK
2 - MCARTHUR, JAMES	
Locations: Parcel #	Municipality
1 - 143.05-2,005.00,000.	MONTROSE 2W
Information:	Consideration: \$650,000.00
Mortgagor: AIKEN, ROBERT E (AKA)	Mortgagee: FIRST CITIZENS COMMUNITY BANK
2 - AIKEN, ROBERT	
3 - AIKEN, PATRICIA 0 (AKA) 4 - AIKEN, PATRICIA	
Locations: Parcel #	Municipality
1 - 124.13-2,048.00,000.	MONTROSE
2 - 162.00-1,029.00,000.	BRIDGEWATER TOWNSHIP

For further information on these listings, call the Recorder of Deeds' office at 570-278-4600.

Information:	Consideration: \$50,000.00
Mortgagor: OCHSE, JONATHAN D	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel #	Municipality
1 - 140.00-1,006.00,000.	JESSUP TOWNSHIP
Information:	Consideration: \$24,240.00
Mortgagor: TROUP, DENNIS	Mortgagee: FIRST NIAGARA BANK
Locations: Parcel #	Municipality
1 - 054.15-2,026.00,000.	SUSQUEHANNA
Information:	Consideration: \$244,800.00
Mortgagor: SCI, ANTHONY M	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - SCI, SARAH R	2 - WEICHERT FINANCIAL SERVICES
Locations: Parcel #	Municipality
1 - 126.07-1,016.00,000.	BRIDGEWATER TOWNSHIP 2 - 126.07-1,013.00,000.
BRIDGEWATER TOWNSHIP	
Information:	Consideration: \$160,000.00
Mortgagor: DOYLE, JOHN J	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - DOYLE, JOANNE M	2 - EMBRACE HOME LOANS INC
Locations: Parcel #	Municipality
1 - 225.00-1,033.02,000.	LENOX TOWNSHIP
Information:	Consideration: \$106,108.00
Mortgagor: PAYNTER, JAMES V	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - PAYNTER, CAROL (FKA)	2 - QUICKEN LOANS INC
3 - SLACHTA, CAROL	
Locations: Parcel #	Municipality
1 - 055.00-1,010.00,000.	HARMONY TOWNSHIP
Information:	Consideration: \$261,120.00
Mortgagor: SNOW, DAVID J	Mortgagee: NAVY FEDERAL CREDIT UNION
Locations: Parcel #	Municipality
1 - 178.00-1,029.00,000.	RUSH TOWNSHIP
Information:	Consideration: \$67,651.00
Mortgagor: LEDONNE, JOSEPH M	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
2 - LEDONNE, ELISA ANN	2 - CARRINGTON MORTGAGE SERVICES LLC
Locations: Parcel #	Municipality
1 - 031.11-2,077.00,000.	GREAT BEND BOROUGH
Information:	Consideration: \$80,000.00
Mortgagor: FAUVER, DEANNA	Mortgagee: COMMUNITY BANK
Locations: Parcel #	Municipality
1 - 175.00-1,078.00,000.	RUSH TOWNSHIP
Information:	Consideration: \$157,600.00
Mortgagor: WELSH, TIMOTHY E	Mortgagee: COMMUNITY BANK
2 - WELSH, TARA J	
Locations: Parcel #	Municipality
1 - 124.17-4,054.00,000.	MONTROSE 2W

DEEDS

Information:	Consideration: \$1.00	
Grantor: PERKINS, PRESCOTT D	Grantee: MCKINNEY, MARY KAY	
2 - MCKINNEY, MARY KAY		
Locations: Parcel #	Municipality	
1 - 111.10-1,041.00,000.	NEW MILFORD TOWNSHIP	
Information:	Consideration: \$1.00	
Grantor: GASHI, IZET	Grantee: PAGE, ERIC S	
	2 - PAGE, REBECCA L	
Locations: Parcel #	Municipality	
1 - 113.00-1,071.00,000.	JACKSON TOWNSHIP	
Information: HYDROCARBON	Consideration: \$10.00	
Grantor: DOUGLAS, KATHRYN M (TRUST BY TRUSTEE)	Grantee: GOLDEN EAGLE RESOURCES II LLC	
Locations: Parcel #	Municipality	
1 - 156.00-1,047.00,000.	RUSH TOWNSHIP	
Information:	Consideration: \$1.00	
Grantor: ROIA, MARNEY	Grantee: TREHAB	
Locations: Parcel #	Municipality	
1 - 151.00-1,024.00,000.	GIBSON TOWNSHIP	
Information:	Consideration: \$515,000.00	Tax Basis:
Grantor: WINEMILLER, JEFFREY C	Grantee: SUSQUEHANNA GATHERING COMPANY I LLC	
2 - WINEMILLER, JANET L		
Locations: Parcel #	Municipality	
1 - 146.00-2,019.01,000.	HARFORD TOWNSHIP	
Information:	Consideration: \$45,000.00	
Grantor: WINEMILLER, JEFFREY C	Grantee: FISHER, TIMOTHY D	
2 - WINEMILLER, JANET L		
Locations: Parcel #	Municipality	
1 - N/A	HARFORD TOWNSHIP	
Information: INT 41 WEEK 45	Consideration: \$100.00	
Grantor: BREMER HOF OWNERS INC	Grantee: CRITTENDEN, MICHAEL	
	2 - CRITTENDEN, PAMELA	
Locations: Parcel #	Municipality	
1 - N/A	HERRICK TOWNSHIP	
Information:	Consideration: \$100.00	
Grantor: BREMER HOF OWNERS INC	Grantee: GROVE, WILLIAM JR	
	2 - SWEARINGEN, LUCINDA	
Locations: Parcel #	Municipality	
1 - N/A	HERRICK TOWNSHIP	
Information:	Consideration: \$100.00	
Grantor: BREMER HOF OWNERS INC	Grantee: HARDY, DAREL	
	2 - HARDY, LINDA	
Locations: Parcel #	Municipality	
1 - N/A	HERRICK TOWNSHIP	
Information:	Consideration: \$100.00	
Grantor: BREMER HOF OWNERS INC	Grantee: MOORE, JAMES JR	
	2 - MOORE, CAROL	
Locations: Parcel #	Municipality	
1 - N/A	HERRICK TOWNSHIP	
Information:	Consideration: \$100.00	
Grantor: BREMER HOF OWNERS INC	Grantee: PERKINS, PHILLIP	
	2 - PERKINS, DEBRA	
Locations: Parcel #	Municipality	
1 - N/A	HERRICK TOWNSHIP	

Information:	Consideration: \$100.00
Grantor: BREMER HOF OWNERS LLC	Grantee: FRENCH, LARRY 2 - FRENCH, JOY
Locations: Parcel # 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$100.00
Grantor: BREMER HOF OWNERS LLC	Grantee: CREAGER, ROBERT 2 - CREAGER, MICHELINE
Locations: Parcel # 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$100.00
Grantor: BREMER HOF OWNERS INC	Grantee: HANKINS, GLENDA 2 - HANKINS, VERONICA 3 - HANKINS-AXTEL, ANGIE RANAE
Locations: Parcel # 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$100.00
Grantor: BREMER HOF OWNERS INC	Grantee: BALL, CHERYL
Locations: Parcel # 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$6,043.08
Grantor: DEWEY, TIMOTHY E (BY SHERIFF)	Grantee: FIRST NATIONAL BANK OF PENNSYLVANIA (SBM) 2 - COMMUNITY BANK & TRUST CO
Locations: Parcel # 1 - 054.15-2,042.00,000.	Municipality SUSQUEHANNA
Information:	Consideration: \$1.00
Grantor: MACDONALD, BARBARA 2 - MACDONALD, MELISSA	Grantee: MACDONALD, BARBARA
Locations: Parcel # 1 - N/A	Municipality LENOX TOWNSHIP
Information:	Consideration: \$110,500.00
Grantor: COLWELL, DAVID B (ESTATE AKA) 2 - COLWELL, DAVID BARNES (ESTATE) 3 - COLWELL, CLYDE G 4 - COLWELL, RONALD W 5 - BIRCHARD, JANET COLWELL 6 - RUGGERI, ROBERT (ESTATE) 7 - COLWELL, MARGUERITE L (ESTATE) 8 - BOGGS, WANDA 9 - BOGGS, JAMES	Grantee: MCARTHUR, PETER 2 - MCARTHUR, JAMES
Locations: Parcel # 1 - 143.05-2,005.00,000.	Municipality MONTROSE 2W
Information:	Consideration: \$65,000.00
Grantor: EARLEY, JAMES (AKA) 2 - EARLEY, JAMES F 3 - CAINE, DANIEL (AKA) 4 - CAINE, DANIEL T	Grantee: OCHSE, JONATHAN D
Locations: Parcel # 1 - 140.00-1,006.00,000.	Municipality JESSUP TOWNSHIP
Information:	Consideration: \$141,000.00
Grantor: CROSBY, KEVIN M 2 - CROSBY, THERESA A	Grantee: SLOCUM, DUANE D 2 - SLOCUM, RITA R
Locations: Parcel # 1 - 131.00-1,026.00,000.	Municipality JACKSON TOWNSHIP

Information:	Consideration: \$1.00
Grantor: SKEBA, AGNES (ESTATE AKA)	Grantee: FINOCCHIARO, AGNES
2 - SKEBA, AGNES B (ESTATE)	
Locations: Parcel #	Municipality
1 - 114.12-1,012.00,000.	THOMPSON BOROUGH
Information:	Consideration: \$306,000.00
Grantor: CAREY, BRUCE (ESTATE)	Grantee: SCI, ANTHONY M
2 - CAREY, BETTY W	2 - SCI, SARAH R
Locations: Parcel #	Municipality
1 - 126.07-1,013.00,000.	BRIDGEWATER TOWNSHIP 2 - 126.07-1,016.00,000.
BRIDGEWATER TOWNSHIP	
Information:	Consideration: \$1.00
Grantor: CHIAPPINI, PETER	Grantee: CHIAPPINI, PETER
2 - CHIAPPINI, JOANN	
Locations: Parcel #	Municipality
1 - 191.09-2,063.00,000.	HERRICK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: CHIAPPINI, PETER	Grantee: CHIAPPINI, PETER
2 - CHIAPPINI, JOANN	
Locations: Parcel #	Municipality
1 - 191.09-2,064.00,000.	HERRICK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: JUNE, JOHN JR	Grantee: JUNE, JOHN JR
2 - JUNE, CARRIE N	2 - JUNE, CARRIE N
Locations: Parcel #	Municipality
1 - N/A	FOREST LAKE TOWNSHIP
Information:	Consideration: \$1.00
Grantor: MARVIN, GLENDA	Grantee: MAC NEAL, GEORGIA
Locations: Parcel #	Municipality
1 - 031.19-3,017.00,000.	HALLSTEAD BOROUGH
Information:	Consideration: \$262,350.00
Grantor: MERCON, RENE	Grantee: SNOW, DAVID J
2 - PASSERINI-MERCON, CARRIE (AKA)	
3 - MERCON, CARRIE PASSERINI	
Locations: Parcel #	Municipality
1 - 178.00-1,029.00,000.	RUSH TOWNSHIP
Information:	Consideration: \$5,000.00
Grantor: JOHNSON, JANET M	Grantee: JENKINS, WILLIAM
2 - JENKINS, AMANDA	
Locations: Parcel #	Municipality
1 - 016.00-2,065.00,000.	HARMONY TOWNSHIP
Information:	Consideration: \$68,900.00
Grantor: TEWES, LILA ANN (ESTATE AKA)	Grantee: LEDONNE, JOSEPH M
2 - TEWES, LILA A (ESTATE)	2 - LEDONNE, ELISA ANN
Locations: Parcel #	Municipality
1 - 031.11-2,077.00,000.	GREAT BEND BOROUGH 2 - 031.11-2,078.00,000.
GREAT BEND BOROUGH	
Information:	Consideration: \$1.00
Grantor: LAMBERT, ROBERT W	Grantee: BAKER, GINA
Locations: Parcel #	Municipality
1 - N/A	LANESBORO BOROUGH

Information: INT NO.S 09 UNIT NO.S 45

Grantor: HOLLAND, JAMES

2 - HOLLAND, MARIE

Locations: Parcel #

1 - N/A

Consideration: \$100.00

Grantee: RUSSO, JOHN

2 - RUSSO, ANNAMAE

Municipality

HERRICK TOWNSHIP

Information:

Grantor: COX, BRAD W

2 - CADORA-COX, JENNIFER (AKA)

3 - COX, JENNIFER CADORA

Locations: Parcel #

1 - 228.00-1,004.00,000.

Consideration: \$15,000.00

Grantee: BEAN, BRIAN M

2 - DAVIDSON, JANELLE R

Municipality

HERRICK TOWNSHIP

Information:

Grantor: GNADE, MARK

2 - GNADE, STEPHANIE D

Locations: Parcel #

1 - N/A

Consideration: \$122,000.00

Grantee: GNADE, GEORGE B

2 - GNADE, CAROL A

Municipality

GREAT BEND TOWNSHIP

Information:

Grantor: SPELLMAN, DANIEL J

2 - SPELLMAN, AILEEN N

Locations: Parcel #

1 - 124.17-4,054.00,000.

Consideration: \$200,000.00

Grantee: WELSH, TIMOTHY E

2 - WELSH, TARA J

Municipality

MONTROSE 2W



SUSQUEHANNA COUNTY BAR ASSOCIATION



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