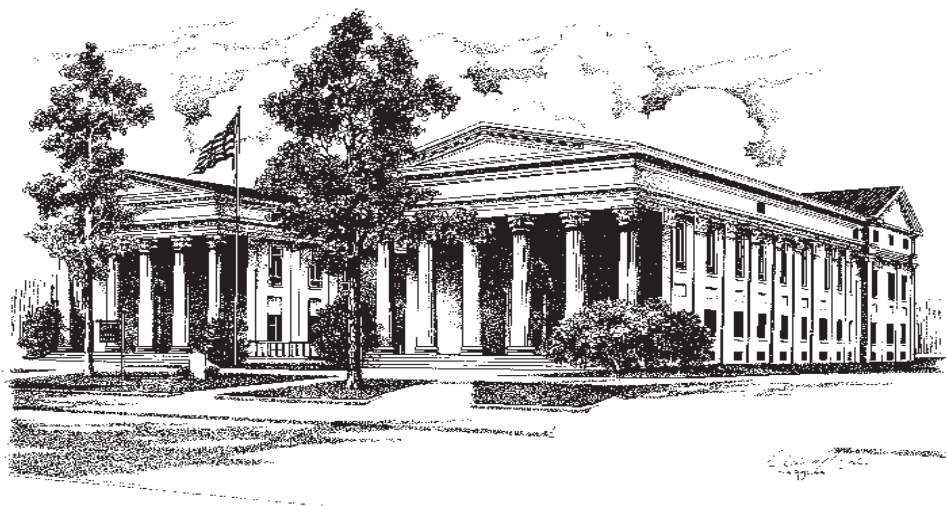


Erie County Legal Journal

May 7, 2010

Vol. 93 No. 19

USPS 178-360



In the Superior Court of Pennsylvania

Szymanowski and Wheeling, individually and on behalf of BSW v. Brace and BCD Properties, Inc.

Erie County Legal Journal

*Reporting Decisions of the Courts of Erie County
The Sixth Judicial District of Pennsylvania*

Managing Editor: Paula J. Gregory
Associate Editor: Heidi M. Weismiller

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Erie County Bar Association

Calendar of Events and Seminars

MONDAY, MAY 17, 2010

Estate Planning for Oil and Gas Law

PBI Groupcast Seminar

Erie County Bar Association

9:00 a.m. - 1:15 p.m. (8:30 a.m. reg.)

\$244 (member) \$224 (admitted after 1/1/06)

\$264 (nonmember)

Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee:

\$219 (member) \$199 (admitted after 1/1/06) \$239 (nonmember)

4 hours substantive

FRIDAY, MAY 21, 2010

Mortgage Modification in the Obama Administration and Possible Bankruptcy Ramifications

ECBA Live Lunch -n- Learn

Bayfront Convention Center

12:15 p.m. - 1:15 p.m. (lunch at 11:45 a.m.)

\$29 (ECBA members/staff)

\$45 (nonmembers) \$20 (judges)

1 hour substantive

TUESDAY, MAY 25, 2010

Workers' Compensation Practice & Procedure 2010

PBI Video Seminar

Erie County Bar Association

8:30 a.m. - 12:45 p.m. (8:00 a.m. reg.)

\$374 (member) \$324 (admitted after 1/1/06)

\$424 (nonmember)

Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee:

\$349 (member) \$299 (admitted after 1/1/06) \$399 (nonmember)

4 hours substantive

WEDNESDAY, MAY 26, 2010

Children as Witnesses In Court Proceedings:

Exploring Competency, Crawford, and Taint.

ECBA Live Lunch-n-Learn Seminar

Bayfront Convention Center

12:15 p.m. - 1:15 p.m. (lunch at 11:45 a.m.)

\$29 (ECBA members/staff)

\$45 (nonmembers) \$20 (Judges)

1 hour substantive

WEDNESDAY, JUNE 2, 2010

Fundamentals of ERISA - Mystery Solved

PBI Groupcast Seminar

Erie County Bar Association

9:00 a.m. - 4:30 p.m. (8:30 a.m. reg.)

Lunch is Included

\$254 (member) \$234 (admitted after 1/1/06)

\$274 (nonmember)

Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee:

\$229 (member) \$209 (admitted after 1/1/06) \$249 (nonmember)

5 hours substantive / 1 hour ethics

FRIDAY, JUNE 4, 2010

Directors & Officers' Liability Insurance

PBI Groupcast

Erie County Bar Association

9:00 a.m. - 1:15 p.m. (8:30 a.m. reg.)

\$224 (member) \$204 (admitted after 1/1/06)

\$244 (nonmember)

Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee:

\$199 (member) \$179 (admitted after 1/1/06) \$219 (nonmember)

4 hours substantive

MONDAY, JUNE 7, 2010

Three Live ECBA Seminars

Bayfront Convention Center

Time Management for Solo & Small Firm Attorneys

8:30 a.m. - 10:00 a.m.

Financial Management in a Troubled Economy

10:15 a.m. - 11:45 a.m.

Lunch - 11:45 a.m. - 12:30 p.m.

The Top Legal Technologies

12:30 p.m. - 2:00 p.m.

Package Deal - \$109 (ECBA members)

\$156 (nonmembers)

individual seminars priced at: \$45 (ECBA member)

\$65 (nonmember)

1.5 hours substantive per seminar

2010 BOARD OF DIRECTORS

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IN THE UNITED STATES BANKRUPTCY COURT FOR
THE WESTERN DISTRICT OF PENNSYLVANIA

MOTION COURT DATES FOR CHIEF JUDGE THOMAS P. AGRESTI
In Re: ERIE DIVISION SCHEDULING PROCEDURES

MAY 2010 NOTICE

The following is a list of *May through July 2010* motion court dates and times to be used for the scheduling of motions pursuant to *Local Rule 9013-5(A)* before **Chief Judge Thomas P. Agresti** in the Erie Division of the Court. The use of these dates for scheduling motions consistent with the requirements of *Local Rule 9013-5(A)* is summarized below and on Chief Judge Agresti's website at: www.pawb.uscourts.gov. ***The motions will be heard in the Bankruptcy Courtroom, U.S. Courthouse, 17 South Park Row, Erie, PA 16501.***

ERIE CH. 13 AND CH. 7 CASES

Counsel for a moving party shall select one of the following dates and times for matters subject to the "self-scheduling" provisions of the *Local Rules* (See Court Website at <http://www.pawb.uscourts.gov> and *W.D. PA Local Rule 9013-5(A)*), insert same on the notice of hearing for the motion, and serve the notice on all respondents, trustee(s) and parties in interest. Where a particular type of motion is listed at a designated time, filers shall utilize that time for the indicated motions(s) *unless*: (a) special arrangements have been approved in advance by the Court, or, (b) another motion in the same bankruptcy case has already been set for hearing at a different time and the moving party chooses to use the same date and time as the previously scheduled matter.

Scheduling of CHAPTER 13 Motions
before Chief Judge Thomas P. Agresti

Wednesday, May 12, 2010

Wednesday, June 2, 2010

Wednesday, June 23, 2010

Wednesday, July 14, 2010

1:30 p.m.: Open for all Erie matters

2:00 p.m.: Open for all Erie matters

2:30 p.m.: Open for all Erie matters*

(Sale, Financing and Extend/Impose Stay Motions scheduled at this time)

* ALL Chapter 12 matters are to be scheduled at this time

Scheduling of CHAPTER 7 Motions
before Chief Judge Thomas P. Agresti

Thursday, May 6, 2010

Thursday, May 20, 2010

Thursday, June 10, 2010

Thursday, June 24, 2010

Thursday, July 15, 2010

Thursday, July 29 2010

2:00 p.m.: Open for all Erie matters*

2:30 p.m.: Open for all Erie matters

*NOTE: 1:30 p.m. has been removed for self-scheduling Chapter 7 matters. Please use 2 p.m. and 2:30 p.m.

ERIE CHAPTER 11 CASES

The Self-scheduling Rule does not apply to Chapter 11 cases. Documents are to be electronically filed with the Clerk's Office. Thereafter, scheduling Orders will be issued from Chambers which schedule any required hearings and, where applicable, outline the specific procedures to be utilized. *Any pleadings in Chapter 11 cases which are self-scheduled will be dismissed upon filing.*

ALL OF THE ABOVE DATES ARE SUBJECT TO REVISION. Please check each month for any changes in the dates that have been published previously. THIS SCHEDULE CAN BE VIEWED ON PACER (Public Access to Court Electronic Records) and on the Court's Web Site (www.pawb.uscourts.gov).

John J. Horner
Clerk of Court

May 7

**JOHN SZYMANOWSKI AND MICHAEL A. WHEELING, INDIVIDUALLY
AND ON BEHALF OF BSW, Appellants v. ROBERT H. BRACE AND BCD
PROPERTIES, INC., Appellees**

NO. 1703 WDA 2008

SUPERIOR COURT OF PENNSYLVANIA

2009 PA Super 218; 987 A.2d 717; 2009 Pa. Super. LEXIS 4464

August 26, 2009, Argued

November 13, 2009, Filed

PRIOR HISTORY: [*1]**

Appeal from the Order of the Court of Common Pleas of Erie County, Civil Division, No. 10478-05. Before BOZZA, J.

Editor's Note: For your reference, the Court of Common Pleas opinion is printed at the end of the Superior Court opinion.

COUNSEL: W. Patrick Delaney, Erie, for appellants.

Richard A. Lanzillo, Erie, for appellee.

JUDGES: BEFORE: BENDER, BOWES AND CLELAND, JJ., Opinion by Cleland, J.

OPINION

[**719] OPINION BY CLELAND, J.:

Appellants John Szymanowski and Michael A. Wheeling (Szymanowski/Wheeling) appeal the trial court's order granting summary judgment in favor of Appellees Robert H. Brace (Brace) and BCD Properties, Inc. (BCD). The parties formed a partnership known as BSW to drill two gas wells in Erie County on leaseholds previously acquired by and still titled to Brace. The parties dispute whether their partnership encompasses two later developed gas wells not mentioned in their partnership agreement but drilled on the same leasehold titled to Brace and on which one of the partnership's own wells was located. For reasons that follow, we affirm.

As we undertake our analysis, we remind ourselves the judicial construction of instruments involving oil and gas is particularly troublesome. Pennsylvania case law evidences a long and tortured trail of attempts to make sense of phrases, parts of phrases, and words of art sometimes used in a common sense manner and sometimes used with a precise [***2] technical meaning, and all used in documents sometimes drafted with care and sometimes quickly scribbled by the litigants themselves. Many oil and gas titles trace to agreements from the late 19th or early 20th century and may use antiquated terms foreign to us today. A century ago, a farmer's understanding of how the surface of his land would be used to extract the oil and gas lying beneath it would be considerably different from the understanding of the surface owner today who is acutely aware of the increased burdens on the surface imposed by modern extraction technology. *See McGavitt v. Guttman Realty [**720] Company, 2006 PA Super 242, 909 A.2d 1 (Pa. Super. 2006); Jacobs v. CNG Transmission Corp., 332 F. Supp. 2d 759 (WD. Pa. 2004).*

The legal effect of words clearly understood when used in other contexts, therefore, becomes murky when considered in the context of oil and gas instruments. The fact, for example, that an instrument is titled a "lease," "deed," or "agreement" is not determinative.

Even the use of the words "grant and convey" does not necessarily create a fee simple estate in the grantee. *See Pennsylvania Bank and Trust Company, Youngsville Branch v. Dickey*, 232 Pa. Super. 224, 335 A.2d 483 (Pa. Super. 1975). [***3] Applying the literal meaning to words and phrases found in oil and gas documents is fraught with the opportunity for injustice.

As a result, we must be mindful that the object in interpreting instruments relating to oil and gas interests, like any written instrument, "is to ascertain and effectuate the intention of the parties." *Hess v. Jones*, 335 Pa. 569, 7 A.2d 299 (1939). *Stewart v. Chernicky*, 439 Pa. 43, 266 A.2d 259 (1970).

With these principles in mind, we turn now to the case before us. One of the two partnership wells, Danylko # 1 on the Danylko lease, had a brief but spectacular lifetime.¹ In its 28 months' existence it generated \$454,913.80 for Szymanowski/Wheeling on the 20% net profit interest they acquired for a \$30,000 investment. It ceased production in February 2005. In early 2004, Brace, for his own account, completed Danylko # 2 and Danylko # 4 wells which remain successful producers.

¹ The other well, Dougherty # 1, is on the Dougherty lease and has returned a modest \$7,843.32 on Szymanowski/Wheeling's \$30,000 investment.

In 2005, Szymanowski/Wheeling, individually and on behalf of BSW, brought this breach of contract and breach of fiduciary duty action against [***4] Brace and BCD. In July 2007, Brace and BCD filed a motion for partial summary judgment. On October 8, 2007, the trial court granted the motion. On October 15, 2008, because the parties entered into a stipulation dismissing all claims and counterclaims except Szymanowski/Wheeling's claim to the Danylko lease and Danylko # 2 and Danylko # 4 wells, the trial court entered an order rendering its October 8 order as final and determining "no further matters need to be heard by this court."² The parties further stipulated that BSW was a partnership, not a different business entity, but "without prejudice to any party's positions or arguments on all other issues." Stipulation, 10/09/08, at P 2. On October 15, 2008, Szymanowski/Wheeling timely appealed.

² The October 15 order refers to the October 8 order as the October 9 order, presumably because it was filed on October 9.

Brace has been in the oil and gas business for years, having acquired various leases in Erie County and, through BCD, a natural gas gathering or pipeline system to move the gas to third party purchasers. Robert Brace Deposition, 12/4/06, at 33-44. On September 27, 2000, he acquired the Danylko lease on 150 acres and began [***5] drilling Danylko # 1 on or about October 1, 2002.³ Amended Complaint, Exhibit A; Wheeling Deposition, 7/20/06, at 59-60. On October 1, 2002, approximately three days before completing the well, BCD and Szymanowski/Wheeling entered into a Gas [**721] Well Agreement that is the substance of their partnership agreement.⁴ Amended Complaint, Exhibit C.

³ Brace acquired the Dougherty lease on February 5, 2001. Amended Complaint, Exhibit B.

⁴ In December 2002, Brace and Szymanowski/Wheeling entered into a substantially identical Gas Well Agreement, backdated to October 1. Together, these two agreements constitute the partnership agreement of the parties. The second Gas Well Agreement, however, refers to "Robert H. Brace" instead of "BCD Properties, Inc." Amended Complaint, Exhibit D.

The Gas Well Agreement is a one-page agreement providing:

BCD Properties, Inc. (owner Robert H. Brace) and Michael A. Wheeling and John Szymanowski have entered into an agreement on this 1st day of October, 2002, involving two new gas wells being drilled. The two new gas wells, Dougherty # 1, and Danylko # 1 are located in McKean Twp. Each of the two parties entering this agreement with BCD Properties, Michael A. Wheeling [***6] and John Szymanowski, have agreed to purchase into a portion of the wells at \$ 15,000.00 per well, each, making a total of \$30,000.00 received from each contributor. This amount will be due BCD Properties at the signing of this contract. This total will account for 10% from each contributor per well. Each contributor will then receive 10% net profit after royalties, well tending fees, and operating expenses are deducted from the wells production each month.

Id.

The Gas Well Agreement did not make any express or implied reference to any other oil and gas ventures, on the Danylko or Dougherty leases or elsewhere, or any other kind of undertaking. The parties did discuss the possibility of additional gas well projects or ventures but no commitments of any kind were made. Wheeling Deposition, 7/20/06, at 52, 61-62; Szymanowski Deposition, 7/20/06, at 11, 17. The parties did not discuss any assignment of the Danylko or Dougherty leases. *Id.* at 33.

Danylko # 1 production peaked in October 2003 and began a steady decline thereafter until it ceased and the well was disconnected in February 2005. Wheeling Deposition, 7/20/06, at 91-92 and Exhibit 47. In April 2004, BCD drilled the two additional [***7] wells, Danylko # 2 and Danylko # 4, each on the same Danylko leasehold and approximately 1,100 to 1,200 feet from Danylko # 1, and each modestly successful. Randall J. Brace Deposition, 7/21/06, at 91, 95-96.

Szymanowski/Wheeling contend that the partnership owns the Danylko oil and gas lease and Danylko # 2 and # 4 gas wells and that Brace and BCD must account for the profits from these two wells. Appellant's Brief at 10.

On appeal, they state the following questions:

A. Whether the trial court erred in concluding that there existed no genuine issue of material fact as to whether an oil and gas lease (and gas wells developed thereunder) was a partnership asset?

B. Whether the trial court erred in concluding that there existed no genuine issue of material fact as to the claim of usurpation of a partnership opportunity (and breach of fiduciary duty) when one partner drills two additional gas wells for his own benefit on the same land, pursuant to the same lease, to the same depth, and in close proximity to the gas well drilled by the partnership?

In reviewing a summary judgment:

We view the record in the light most favorable to the non-moving party, and all doubts as to the existence of [***8] a genuine [**722] issue of material fact must be resolved against the moving party. Only where there is no genuine issue as to any material fact and it is clear that the moving party is entitled to a judgment as a matter of law will summary judgment be entered. Our scope of review of

a trial court's order granting or denying summary judgment is plenary, and our standard of review is clear: the trial court's order will be reversed only where it is established that the court committed an error of law or abused its discretion.

Universal Health Services, Inc. v. Pennsylvania Property and Cas. Ins. Guar. Ass'n, 2005 PA Super 330, 884 A.2d 889, 892 (Pa. Super. 2005) (internal citations omitted).

In interpreting contracts, we are guided by the following principles:

The interpretation of any contract is a question of law and this Court's scope of review is plenary. Moreover, "[w]e need not defer to the conclusions of the trial court and are free to draw our own inferences. In interpreting a contract, the ultimate goal is to ascertain and give effect to the intent of the parties as reasonably manifested by the language of their written agreement." **When construing agreements involving clear and unambiguous terms, this Court [***9] need only examine the writing itself to give effect to the parties' understanding. This Court must construe the contract only as written and may not modify the plain meaning under the guise of interpretation.**

Abbott v. Schnader, Harrison, Segal & Lewis, LLP, 2002 PA Super 247, 805 A.2d 547, 553 (Pa. Super. 2002) (internal citations omitted) (emphasis added).

As we examine the Gas Well Agreement, we agree with the trial court's conclusion that the agreement lends neither express nor implied support to Szymanowski/Wheeling's argument the Danylko lease and the Danylko # 2 and # 4 wells were intended to be partnership assets. A fair reading of the agreement demonstrates the parties' focus was on the singular mission of developing two gas wells, Danylko # 1 and Dougherty # 1. There was no mention of any additional investment by any party or any additional development or drilling on either the Danylko or Dougherty leases or any other leases. There was not even a passing reference to the Danylko or Dougherty leases themselves. The Gas Well Agreement defines a limited undertaking - the development of Danylko # 1 and Dougherty # 1 gas wells - for which Szymanowski/Wheeling would invest \$ 60,000 in return for which [***10] they would receive 20% of the net revenue after specified deductions.

The narrow scope of the partnership's business undertaking is further buttressed by the circumstances surrounding the execution of the Gas Well Agreement. The parties had no prior business relationship of any kind and only through an intermediary, Brace's son, did Szymanowski/Wheeling approach Brace with their desire to invest in an oil and gas drilling venture.⁵ They understood Brace to be in the oil and gas business with various leases, equipment, a gathering system in place, and a market for production. Amended Complaint, PP 7 and 9. When Szymanowski/Wheeling executed the Gas Well Agreement on October 1, 2002, they knew Brace owned the Danylko and Dougherty leases and knew the leases were not assigned [**723] to BSW. They knew the Danylko # 1 and Dougherty # 1 were only days away from completion and were anxious to invest \$ 60,000 in a gamble for a gas play.

⁵ Szymanowski admitted Brace accepted them as investors, not because he "needed" an infusion of capital, but "essentially as a favor" because of their friendship with his son, Randall J. Brace. Szymanowski Deposition, 7/20/06, at 96-97. Brace concurred. Robert Brace [***11] Deposition, 12/4/06, at 78.

Not only does the Gas Well Agreement fail to support Szymanowski/Wheeling's position, but, as the trial court emphasized in its summary judgment opinion, Szymanowski/Wheeling's depositions literally contradict their claim the Danylko lease and the Danylko # 2 and # 4 gas wells were ever intended to become partnership assets. Trial Court Opinion, 10/8/07, at 3-5.

The Wheeling deposition included the following admissions:

Q. So then going back to my question. You understood you didn't have an agreement with Mr. Brace or BCD to receive an interest in anything other than Dougherty No. 1 and Danylko No. 1 under this agreement as of October 1, 2002, that possibly in the future there might be some discussion about other opportunities, but as of this date the only thing you were getting an interest in was Dougherty 1 and Danylko 1; is that right?

A. I understood that that's - yes.

....

Q. Okay. Just to make sure that I'm clear on this point, though. You understood that neither you nor Mr. Szymanowski were being promised the right to participate in any well other than Dougherty 1 and Danylko 1; is that correct?

A. I had no reason to think beyond the two wells mentioned [* **12] here.

....

Q. Did Bob Brace or Randy Brace say anything to you that in your mind communicated a commitment or promise to you guaranteeing you the right to participate in any way with respect to any well other than Dougherty 1 or Danylko 1?

A. There was never a promise. There was never an agreement for anything in the future other than - but it seemed to me that when I asked - when I indicated what I was interested in, that there was no reasons why that couldn't happen.

Q. Understood.

A. I was not told - I was not told otherwise, so I assumed that it was a good possibility.

Q. Okay. So it was a possibility - they weren't ruling that out. They just weren't promising anything to you; is that fair?

A. Sure. That's correct.

Wheeling Deposition, 7/20/06, at 52, 61, 62.

The Szymanowski deposition confirmed these admissions:

Q. And that's what Mr. Wheeling told us, that there's the possibility that you could participate in other wells in the future; is that right?

A. Correct.

Q. All right. And did you understand when you executed [the Gas Well Agreement] that the only two wells within the scope of this agreement were Dougherty 1 and Danylko 1?

A. Correct. That's what it stated.

....

Q. Do you have [***13] any knowledge of Robert Brace ever assigning the Danylko lease or the Dougherty lease to any other person or any other entity?

A. No.

Q. was that ever discussed?

A. No.

Szymanowski Deposition, 7/20/06, at 17, 33.

Unable to find contract language incorporating the Danylko lease within the partnership, Szymanowski/Wheeling direct [**724] our attention to Brace's retention of a one-eighth overriding royalty, the partnership's 2002 federal income tax return, and some general precepts of partnership law. Upon this foundation they attempt to construct an argument the parties intended BSW would own the Danylko lease.

Szymanowski/Wheeling submit Brace's retention of a one-eighth overriding royalty is evidence from which a fact-finder could infer Brace assigned the lease to BSW. Szymanowski/Wheeling cite *McRoberts v. Phelps*, 391 Pa. 591, 592, 138 A.2d 439, 441 (1958) for the proposition overriding royalties are fractional interests in gross production typically associated with an assignment of an oil and gas lease by a lessee-assignor who typically retains an override. No doubt, that may be the case but overrides can also arise in other contexts. For example, in *Brenimer v. Cockburn*, 254 F.2d 821, 824 (10th Cir. 1958), [*** 14] the court characterized a working interest owner's assignments of 1% interests in production as overriding royalties even though not associated with assignments of the underlying lease. In *Barker v. Boyer*, 14 Kan. App. 2d 502, 794 P.2d 322 (Kan. 1990), the Kansas Court of Appeals illustrated a lessor's reservation of an overriding royalty carved out of the working interest:

The leading case on this issue is *Williams v. Sohio Petroleum Co.*, 18 Ill. App.2d 194, 151 N.E.2d 645 (1958). Lessors owned one-fourth of the mineral rights, and the lease had a lesser interest clause and the following typed provision: "In addition to the royalties provided for above, the Lessors hereby reserve an overriding royalty of 1/32nd of 7/8ths of all oil and gas produced and saved under and by virtue of this oil and gas lease." 18 Ill. App.2d at 196, 151 N.E.2d 645.

Id. at 325. In *Boley v. Greenough*, 2001 WY 47, 22 P.3d 854 (Wyo. 2001) (emphasis added), the Wyoming Supreme Court recounted:

Over time, the use of the term "overriding royalty" has evolved and has more recently been used to describe an interest carved out of the lessee's share of the oil and gas. Howard R. Williams & Charles J. Meyers, *Manual of Oil and Gas Terms* at 750 (10th ed.1997). [***15] A discussion of the evolution of the term is contained in the *Manual of Oil and Gas Terms* and confirms that, during the time frame these assignments were executed, "overriding royalty" was also used to indicate a nonparticipating royalty and "added nothing to the meaning of the term 'royalty.'" *Id.*, at 749. Recent treatises continue to use the phrase to apply to nonparticipating royalties:

Perhaps the only safe way to define the term "overriding royalty" is to say that it is a fractional interest in the gross production of oil and gas, in addition to the usual royalties paid to the lessor. The term may be used in referring to a nonparticipating royalty interest in perpetuity or for a term of years created by the land or mineral owner prior to a lease for oil and gas.

3 W.L. Summers, *The Law of Oil and Gas* § 554 at 624 (1958).

Id. at 860.

We conclude that Brace's reservation of an overriding royalty is simply his reservation of a fractional portion of the production revenue from the two wells. Standing alone, the override by itself does not create a material issue of fact sufficient to bar summary judgment.⁶

⁶ There is a second ground on which to reject the argument the override supports [***16] the inference Brace assigned the lease. The parties never discussed the override until it became a bone of contention four or five months after the formation of the partnership and completion of Danylko # 1. In fact, Szymanowski/Wheeling challenged the override in their Amended Complaint, thus confirming the parties never reached an agreement on its legitimacy or its significance. *See* Szymanowski/Wheeling's Amended Complaint at P 25 (alleging the parties "did not contemplate or agree" Brace could reserve an override). Wheeling confirmed he first learned of the override when he read the first production statement in or about January 2003, four months after the formation of the partnership. Wheeling Deposition, 7/20/06, at 93-6.

[**725] Szymanowski/Wheeling further string together the argument BSW's 2002 partnership income tax return's deduction of \$156,288 in intangible drilling costs proves Brace assigned the lease to BSW. The assignment must have been made, they reason, because, without an assignment of the lease and the working interest, the partnership could not lawfully deduct intangible drilling costs under the Internal Revenue Code and *Treasury Regulation* § 1.614- 2(b). Without some [*** 17] additional evidence in the record, such as the parties' personal understanding of the income tax issues or the instructions given to the tax return preparer, we do not regard a tax return as evidence of a lease assignment. *See In re Irrevocable Inter Vivos Trust Agreement of Hanley*, 307 Pa. Super. 153, 452 A.2d 1360, 1370 (Pa. Super. 1982), *aff'd* 503 Pa. 119, 468 A.2d 1093 (1983) (dismissing an analogous argument with respect to the federal estate tax law and commenting "it is plausible that the executor or administrator of the respective estates failed to make the complained of inclusion as a 'result of [his or her] misunderstanding of the Federal tax laws.' *Sayre's Estate*, [443 Pa. 548, 552, 279 A.2d 51, 53 (1971)]").

Szymanowski/Wheeling also construct an argument that, because Brace did assign (or should be deemed to have assigned) the leasehold with respect to the Danylko # 1, it follows Brace should be deemed to have assigned his entire leasehold interest, including the two additional wells, under Partnership Code⁷ § 8313 (Partnership property), 15 Pa.C.S.A. § 8313. *Section* § 8313 provides: "**(d) Extent of interest acquired.**--A conveyance to a partnership in the partnership name, though without [***18] words of inheritance, passes

the entire estate of the grantor unless a contrary intent appears." However, because Brace did not assign the lease with respect to Danylko # 1, we need not reach the question of the scope of any assignment.

7 15 Pa.C.S.A. §§ 8101 - 8998.

Although not discussed by the trial court, we also determine the Statute of Frauds, 33 P.S. § 1, precludes enforceability of any unwritten, unsigned agreement to assign the lease to BSW.⁸ We have previously applied the Statute to assignments of oil and gas leases. In *Stockdale v. Sellers*, 102 Pa. Super. 447, 157 A. 30 (Pa. Super. 1931), we held:

We believe the interest in gas well number one, which the plaintiff claims to have purchased, is real estate and title could only pass under the Statute of Frauds by an assignment or deed in writing. An agreement to assign an interest in a lease or leasehold for oil and gas must be in writing.

Id. at 31. Szymanowski/Wheeling regard *Stockdale* as "bad law" because it ignored the Supreme Court's earlier decision in *Smith v. Brown*, 294 Pa. 203, 143 A. 913 [**726] (1928), where, during the existence of a partnership in the oil and gas, coal brokerage and lumber business, a partner acquired an oil and gas lease in [***19] his name alone and refused to share its profits with the partnership. The Supreme Court held when a partner acquires title in his name to partnership property, especially when funded with partnership monies, he will be regarded as a constructive trustee for the partnership. *Id.* at 207-208, 143 A. at 914-915 (citing *Lacy v. Hall et al.*, 37 Pa. 360, 365, 1 Luz. Legal Obs. 121, 8 Pitts. Leg. J. 210 (1860)). Constructive trusts are enforceable despite the Statute of Frauds. *Id.* More recently, our Supreme Court has traced the long line of cases confirming this point in *Silver v. Silver*, 421 Pa. 533, 536, 219 A.2d 659, 661 (1966) (holding "a constructive trust, being implied by law, is expressly excluded from the operation of the Statute.").

⁸ We note we may affirm the trial court on grounds not relied on by the trial court. *Commonwealth v. Miller*, 2001 PA Super 345, 787 A.2d 1036, 1038 (Pa. Super. 2001). Brace raised the Statute of Frauds defense in his pleadings and summary judgment motion. Brief in Support of Defendants' Motion for Partial Summary Judgment at 12-13.

Smith is distinguishable for several reasons. There are no facts or pleadings supporting a constructive trust in the present case. In addition, *Smith* permitted parole evidence to determine [***20] whether an actual lease assignment *during the existence of a partnership* should be treated as property of the partner in his individual capacity or property of the partnership. Here, there was no lease assignment at all, and, thus, no assignment for the trial court to characterize as partnership *vis-a-vis* individually owned property. Here, the issue is whether the parties ever agreed at all to an assignment. If so, *Stockdale* precludes the enforcement of such agreements when not in writing and signed.

Citing *CST, Inc. v. Mark*, 360 Pa. Super. 303, 520 A.2d 469, 471 (Pa. Super. 1987) and Partnership Code § 8334(a) (Partner accountable as fiduciary), Szymanowski/Wheeling also contend Brace's development of Danylko # 2 and # 4 wells usurped business opportunities the law preserves for partnerships and other business entities. However,

even *CST, Inc.* limits the application of the doctrine to a "business opportunity which is within the scope of [the entity's] own activities and of present or potential advantage to it." *Id.* (internal citations omitted). See also *Seaboard Industries, Inc. v. Monaco*, 442 Pa. 256, 262, 276 A.2d 305, 309 (1971). Here, as explained above, BSW was formed with the singular mission of [***21] developing two named gas wells in specified locations. The record is barren of evidence suggesting a more expansive mission. To the contrary, there is undisputed evidence Szymanowski/Wheeling harbored no doubt Brace refused to commit to any further drilling projects with them.

Citing *Latta v. Kilbourn*, 150 U.S. 524, 541, 14 S. Ct. 201, 37 L. Ed. 1169 (1893), Szymanowski/Wheeling contend that Brace's development of Danylko # 2 and # 4 breached a fiduciary duty not to compete with the partnership. *Latta* held a partner "cannot carry on another business in competition or rivalry with that of the firm, thereby depriving it of the benefit of his time, skill, and fidelity, without being accountable to his copartners for any profit that may accrue to him therefrom; . . ." *Id.* Szymanowski/Wheeling, however, fail to produce any evidence of competition or of Brace's withholding of his time, skill and fidelity to the management of Danylko # 1 and Dougherty # 1 wells. No evidence is in the record suggesting Danylko # 2 and # 4 impacted the production from BSW's two wells.

In conclusion, we hold the trial court did not commit error or abuse its discretion in granting summary judgment in favor of Brace and BCD.

Affirmed. Jurisdiction [***22] relinquished.

JOHN SZYMANOWSKI and MICHAEL A. WHEELING, individually and on behalf of BSW, Plaintiffs

v.

ROBERT H. BRACE and BCD PROPERTIES, INC., Defendants

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
CIVIL DIVISION NO. 10478 - 2005

Appearances: Richard A. Lanzillo, Esquire
Norman A. Stark, Esquire
W. Patrick Delaney, Esquire

MEMORANDUM

Bozza, John A., J.

This dispute is before this Court on the Defendants' Motion for Partial Summary Judgment. The case was initiated in 2005 with the plaintiffs, John Szymanowski (hereinafter "Szymanowski") and Michael A. Wheeling (hereinafter "Wheeling"), contending that they are owed various sums of money from the operation of gas wells located on property in McKean and Washington Townships. In their Amended Complaint, Szymanowski and Wheeling have asserted claims for breach of contract and breach of

fiduciary duty. Responsive pleadings and a counter-claim have been filed and discovery has been completed. The defendants, Robert H. Brace (hereinafter "Brace") and BCD Properties, Inc. (hereinafter "BCD"), now request that this Court dismiss Szymanowski's and Wheeling's claims for profits associated with the Danylko #2 and Danylko #4 wells, as well as their claim for punitive damages. Following a thorough review of the evidence in the record and for the reasons set forth below, this Court concludes that Brace's and BCD's position is correct and that the evidence is insufficient as a matter of law to support Szymanowski's and Wheeling's claims.

The evidence in the record identified by Szymanowski and Wheeling in support of their position is sparse. The cornerstone of their claim is the existence of an agreement among the parties identified in Exhibit 2 to Defendants' Motion for Partial Summary Judgment and titled Gas Well Agreement (hereinafter "Agreement"). Any reasonable reading of that Agreement would lead to the conclusion that Brace, Szymanowski and Wheeling agreed on October 1, 2002 that Szymanowski and Wheeling would each contribute \$30,000 to purchase a portion of each of two wells. In return, Szymanowski and Wheeling would each receive Ten Percent (10%) of the net profit as otherwise defined in the Agreement. There is no mention directly or indirectly to additional contributions, future contributions, the development of additional wells or the sharing in profits from the production from additional wells.

The parties are in agreement that the two gas wells that are the subject of the Agreement known as Dougherty #1 and Danylko #1 wells produced an unexpectedly large amount of gas and that each of the parties to the Agreement made significant profits. Thereafter, Brace went on to develop two more wells known as Danylko #2 and Danylko #4. Prior to entering into the Agreement, the parties had no prior business relationship. Although they had discussions leading up to the signing of the Agreement, until that time they had no business relationship. It is apparently Szymanowski's and Wheeling's position that by signing the Agreement and other actions, the parties became partners not only in receiving the profits from Dougherty #1 and Danylko #1, but also in the sharing of profits from other wells that Brace may develop. There is virtually no evidence supporting that proposition.

It is Szymanowski's and Wheeling's position that the oil and gas lease entered into between Dorothy Danylko and Brace in 2000 is actually the property of the partnership. There is no evidence in the record whatsoever to support this position. Szymanowski's and Wheeling's conclusion is entirely the result of speculation. They also argue that the existence of the all-encompassing partnership venture is supported by the fact that prior to distributing the profits from Dougherty #1 and Danylko #1, Brace took a 1/8 royalty interest in the proceeds of production. The plaintiffs seem to suggest that the royalty interest is really Brace's compensation for relinquishing a portion of his leasehold interest to a partnership. For this proposition, there is also no evidence in the record.

As noted above, the evidence in support of Szymanowski's and Wheeling's proposition is sparse, but perhaps more significant is the fact that the testimony of Szymanowski and Wheeling actually contradicts their own position. The overriding issue is whether, as a result of some sort of agreement (partnership or otherwise), they are entitled to profits from two wells that are not identified in the Gas Well Agreement of October 1, 2002. In that regard, their testimony was as follows:

1. Michael A. Wheeling - Deposition, July 20, 2006, Page 61, Lines 9-13, 17

Q. Okay. Just to make sure that I'm clear on this point, though. You understood that neither you nor Mr. Szymanowski were being promised the right to participate in any well other than Dougherty 1 and Danylko 1; is that correct?

A. I had no reason to think beyond the two wells mentioned here.

Page 62, Lines 4 - 20

Q. Did Bob Brace or Randy Brace say anything to you that in your mind communicated a commitment or promise to you guaranteeing you the right to participate in any way with respect to any well other than Dougherty 1 or Danylko 1?

A. There was never a promise. There was never an agreement for anything in the future other than - but it seemed to me that when I asked - when I indicated what I was interested in, that there was no reasons why that couldn't happen.

Q. Understood.

A. I was not told - I was not told otherwise, so I assumed that it was a good possibility.

Q. Okay. So it was a possibility - they weren't ruling that out. They just weren't promising anything to you; is that fair?

A. Sure. That's correct.

2. John Szymanowski - Deposition, July 20, 2006, Page 11, Lines 6 -17

A. Well, we - Randy went and talked to his dad, and asked him if we could participate. And came back to use and said that we could. And I think - I'm not sure, but we pretty much knew what leases were going to be drilled on; the Danylko and the Dougherty. We were present when Randy set the stakes, you know, to - you know, the location where they're going to drill.

And we went up there pretty much all summer long, you know, and looked at them and talked about it and stuff. And then when October rolled around, and that was about - that's when we got into the partnership for partnering up for doing a couple wells.

Page 16, Line 25 - Page 17., Lines 1 - 21

Q. Am I correct that during your discussions with Mr. Brace and Mr. Wheeling that you were never promised the opportunity to invest in any other wells?

A. We had talked about that future opportunities would exist.

Q. Did Mr. Brace tell you that you would have the right to participate in other wells?

A. We talked about it from day one. We showed, you know, that we had - that we didn't just want this to be a two-well thing, we wanted to continue on.

Q. I understand what you wanted. I want to know what was said.

A. He said that - yes.

Q. You were promised the opportunity to?

A. Well, he didn't come out and promise us, but he said that the possibility existed.

Q. Okay.

A. That we could.

Q. And that's what Mr. Wheeling told us, that there's the possibility that you could participate in other wells in the future; is that right?

A. Correct.

Page 33, Lines 10 - 15

Q. Do you have any knowledge of Robert Brace ever assigning the Danylko lease or the Dougherty lease to any other person or any other entity?

A. No.

Q. Was that ever discussed?

A. No.

It is apparent that Szymanowski and Wheeling never had any kind of an agreement with Brace concerning the development of any other wells beyond the Dougherty #1 and Danylko #1 wells. At best, the record supports a finding that there was a "possibility" of Szymanowski and Wheeling participating as investors in future undertakings by Brace. Neither legal theory set forth by Szymanowski and Wheeling in their Amended Complaint can be sustained on the basis that they were not able to take advantage of a possible business opportunity that was never realized. On this record, it cannot be concluded that Brace was contractually or otherwise obligated to offer Szymanowski and Wheeling the opportunity to invest in additional gas well projects. As a consequence, the Defendants' Motion for Partial Summary Judgment will be granted.

ORDER

AND NOW, this 8th day of October, 2007, upon consideration of Defendants' Motion for Partial Summary Judgment and argument thereon, and for the reasons set forth in this Court's Memorandum, it is hereby **ORDERED, ADJUDGED and DECREED** that Defendants' Motion for Partial Summary Judgment is **GRANTED**.

BY THE COURT:

/s/ John A. Bozza, Judge

STIPULATION

Dunlavey, Michael E., J. October 15, 2008

The parties, through their undersigned counsel, stipulate as follows:

1. For purposes of this litigation, BCD Properties, Inc. ("BCD") and Robert H. Brace ("Brace") agree not to dispute or contest the status of the relationship between or among the parties as a general partnership.

2. This stipulation regarding partnership status is without prejudice to any party's positions or arguments on all other issues.

3. This stipulation applies to all phases of this litigation, including any future proceedings at the trial court or appellate court level.

4. In consideration of the foregoing, the parties agree to voluntarily dismiss with prejudice any and all claims and counterclaims not disposed of in the Trial Court's Memorandum and Order entered on October 9, 2007 and, thereby, render the Court's Order entered on October 9, 2007 final.

5. The parties agree that the only claim that plaintiffs have not voluntarily dismissed with prejudice is the claim addressed in the Court's Order entered on October 9, 2007, specifically, plaintiffs' claim for a share of the profits from the Danylko #2 and Danylko #4 wells based upon plaintiffs' position that Brace contributed his lease with Dorothy Danylko to the partnership, the Danylko #2 and Danylko #4 wells represented partnership property and/or the Danylko #2 and Danylko #4 wells represented partnership opportunities.

6. The parties agree that the defendants have voluntarily dismissed all counterclaims with prejudice.

/s/ W. Patrick Delaney, Esq.

Attorney for Plaintiffs

/s/ Richard A. Lanzillo, Esq.

Attorney for Defendants

COURT ORDER

AND NOW, to-wit this 15th day of October 2008, the parties having entered into a Stipulation that all material matters in this case are resolved, the Order issued by this Court on October 9, 2007 is now RENDERED FINAL and no further matters need to be heard by this Court.

BY THE COURT:

/s/ **MICHAEL E. DUNLAVEY, JUDGE**

MEMORANDUM OPINION

AND NOW, to-wit, this 13th day of November 2008, upon receipt of Plaintiffs' Statement of Errors Complained of on Appeal, it is hereby **ORDERED and DECREED** that the Court set forth adequate reasoning for its decision on the record at the time of hearing. The record reflects that the Court took into account all relevant legal and factual considerations and that the parties stipulated to Plaintiffs taking an appeal on October 16, 2008.

Accordingly, no further opinion will be forthcoming.

BY THE COURT:

/s/ **MICHAEL E. DUNLAVEY, JUDGE**

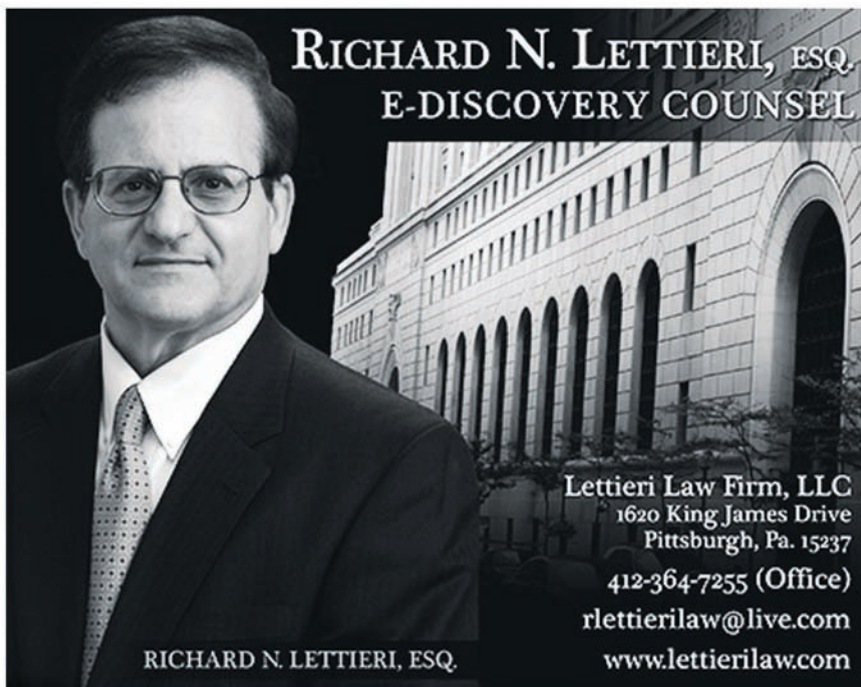
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RICHARD N. LETTIERI, ESQ.
E-DISCOVERY COUNSEL

Lettieri Law Firm, LLC
1620 King James Drive
Pittsburgh, Pa. 15237
412-364-7255 (Office)
rlettierilaw@live.com
www.lettierilaw.com

RICHARD N. LETTIERI, ESQ.

**ACTION TO QUIET TITLE
IN THE COURT OF COMMON
PLEAS OF ERIE COUNTY,
PENNSYLVANIA**

No. 11716 - 2010

FRANCES M. HARRINGTON,
JANE T. HARRINGTON,
BRADLEY W. HARRINGTON,
NANCY J. BRICKER,
HELEN BOYER and
ROBERT M. HARRINGTON,
Plaintiffs

v.

ERIE SEVENTH DAY
ADVENTIST CHURCH and
PENNSYLVANIA CONFERENCE
ASSOCIATION OF SEVENTH
DAY ADVENTISTS, INC.
and MAE MORRISON, a/k/a
HATTIE MAE MORRISON, a/k/a
HATTIE MAY MORRISON and
ETHEL PEARL MORRISON,
a/k/a PEARL MORRISON,
Defendants

NOTICE

TO: Erie Seventh Day Adventist Church and all unknown heirs, successors, assigns, and all persons, firms or associations claiming right, title or interest from or under the Erie Seventh Day Adventist Church and to all unknown heirs, successors, and assigns of Mae Morrison, a/k/a Hattie Mae Morrison, a/k/a Hattie May Morrison and Ethel Pearl Morrison, a/k/a Pearl Morrison:

You are hereby notified that on April 22, 2010, Plaintiffs, Frances M. Harrington, Jane T. Harrington, Bradley W. Harrington, Nancy J. Bricker, Helen Boyer and Robert M. Harrington filed an action to quiet title against you in the Court of Common Pleas of Erie County, Pennsylvania at Docket No. 11716 - 2010. Plaintiffs wish to quiet title in themselves in and to property described by deed recorded in Erie County Record Book 1170 at page 1347, said property being further known as 10313 Keepville Road, Conneaut Township, Erie County, PA, and by Erie County Tax ID Number (4) 17-47.1-7.

You are hereby notified to plead to the above-referenced Complaint on or before 20 days from the date of this publication or a judgment will

be entered against you.

NOTICE: If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiffs. You may lose money or property or other rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

If you cannot afford to hire a lawyer, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

Lawyers Referral Service

P.O. Box 1792

Erie, PA 16507

(814) 459-4411

Ralph R. Riehl, III, Esq.

2580 West 8th Street

Erie, Pennsylvania 16505

May 7

ACTION TO QUIET TITLE

To: JUDY L. McGUIRE

Please take notice that Fizel Enterprises, Inc., plaintiff, has filed a complaint to quiet title against JENNIFER L. ALDRIDGE, Administratrix of the Estate of Thomas N. Parmertor, Deceased, JAMES L. PARMERTOR, as heir of the Estate of Thomas N. Parmertor, Deceased, and JUDY L. McGUIRE, as heir of the Estate of Thomas N. Parmertor, Deceased, defendants, in the Court of Common Pleas of Erie County, Pennsylvania, Civil Division, No. 10281-2010. Plaintiff is the owner of the described property situate in the City of Erie, Erie County, Pennsylvania bearing Tax Index No. (33) 98-420-19, more commonly known as 4717-4719 West Street, Erie, Pennsylvania 16509. The defendants may have some interest in the above described property.

Plaintiff has filed this action to quiet the title to the property and seeks to bar the defendants from ever asserting any right, title, interest, lien or claim against the property.

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

You should take this notice to a lawyer at once, if you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

Lawyer Referral &

Information Service

P.O. Box 1792

Erie, PA 16507

Phone: (814) 459-4411

Mon - Fri 8:30 a.m. to 3:00 p.m.

If you cannot afford to hire a lawyer, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

Jennifer B. Hirneisen, Esquire

100 State Street, Suite 700

Erie, PA 165074459

(814) 870-7703

Attorneys for Fizel Enterprises, Inc.

May 7

CHANGE OF NAME NOTICE

Notice is hereby given that on April 30, 2010, the Petition of Gregory J. Paulding was filed in the Court of Common Pleas of Erie County, Pennsylvania for a decree to change Alexis Nicole Kudlak's

name to Alexis Nicole Paulding. The Court has fixed June 17, 2010 at 9:00 a.m. in Courtroom I at the Erie County Courthouse as the time and place for the hearing on said Petition, when and where all persons interested may attend. Michael J. Nies, Esquire
504 State Street, 3rd Floor
Erie, PA 16501

May 7

FICTITIOUS NAME NOTICE

Pursuant to Act 295 of December 16, 1982 notice is hereby given of the intention to file with the Secretary of the Commonwealth of Pennsylvania a "Certificate of Carrying On or Conducting Business Under an Assumed of Fictitious Name." Said Certificate contains the following information:

FICTITIOUS NAME NOTICE

1. Fictitious Name: Hillbilly Red Country Crafts and More
2. Principal Business Address: 30R East State Street, Albion, Pennsylvania 16401
3. Name and address of the persons who are party to the registration: Heidi Rakowski, 30R East State Street, Albion, Pennsylvania 16401.
4. An application for registration of a Fictitious Name was filed with the Department of State under the Fictitious Names Act on or about April 1, 2010.

May 7

LEGAL NOTICE

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE
IN THE COURT OF COMMON
PLEAS OF ERIE COUNTY,
PENNSYLVANIA
CIVIL ACTION - LAW
NO. 10439-10

WELLS FARGO BANK, N.A.,
S/B/M TO WELLS FARGO
HOME MORTGAGE, INC.
vs.

KATHRYN A. CORNISH, IN
HER CAPACITY AS HEIR
OF FRANCES M. CORNISH,
DECEASED

REBECCA L. CORNISH, IN
HER CAPACITY AS HEIR
OF FRANCES M. CORNISH,

DECEASED
UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND
ALL PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING
RIGHT, TITLE OR INTEREST
FROM OR UNDER FRANCES
CORNISH, DECEASED

NOTICE

TO UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND
ALL PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING
RIGHT, TITLE OR INTEREST
FROM OR UNDER FRANCES
CORNISH, DECEASED:

You are hereby notified that on FEBRUARY 1, 2010, Plaintiff, WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC., filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of ERIE County Pennsylvania, docketed to No. 10439-10. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 2916 HIGHLAND ROAD, ERIE, PA 16506 whereupon your property would be sold by the Sheriff of ERIE County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

You should take this notice to your lawyer at once. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

If you cannot afford to hire a lawyer, this office may be able to provide you with information

about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

Erie County
Lawyer Referral Service
PO Box 1792
Erie, PA 16507
814-459-4411

May 7

SHERIFF SALES

Notice is hereby given that by virtue of sundry Writs of Execution, issued out of the Courts of Common Pleas of Erie County, Pennsylvania, and to me directed, the following described property will be sold at the Erie County Courthouse, Erie, Pennsylvania on

**May 21, 2010
at 10:00 AM**

All parties in interest and claimants are further notified that a schedule of distribution will be on file in the Sheriff's Office no later than 30 days after the date of sale of any property sold hereunder, and distribution of the proceeds made 10 days after said filing, unless exceptions are filed with the Sheriff's Office prior thereto.

All bidders are notified prior to bidding that they **MUST** possess a cashier's or certified check in the amount of their highest bid or have a letter from their lending institution guaranteeing that funds in the amount of the bid are immediately available. If the money is not paid immediately after the property is struck off, it will be put up again and sold, and the purchaser held responsible for any loss, and in no case will a deed be delivered until money is paid.

Bob Merski

Sheriff of Erie County

Apr. 30 and May 7, 14

SALE NO. 1

Ex. #15441 of 2007

**Wells Fargo Bank, NA as Trustee
for SABR 2004-OP1 Mtg. Pass-
Through Certificates, Series
2004-OP1, Plaintiff**

v.

Lucius Glover, Jr.

Susan Glover, Defendant(s)

LEGAL DESCRIPTION

All that certain piece or parcel of land situate in the City of Erie, County of Erie and State of Pennsylvania, being Lot A of a replot of Lots 131, 132, 133, 134, 135, 136 and 319 of Burton Terrace Subdivision as is recorded in Erie County Map Book 17 at page 57, to which reference is made for further description of said property,

being a parcel 64.2 feet by 125 feet, has erected thereon a single-family residence commonly known as 1855 Linwood Avenue, and bears Erie County Tax Index No. (18) 5125-304

**BEING KNOWN AS: 1855
LINWOOD AVENUE, ERIE, PA
16510**

**PROPERTY ID NO.: 18-5125-304
TITLE TO SAID PREMISES
IS VESTED IN Lucius Glover,
Jr. and Susan Glover, his wife
by Deed from Greater Erie
Area Habitat for Humanity,
Incorporated, a Pennsylvania Non-
Profit Corporation Dated 5/17/96
Recorded 5/17/96 in Deed Book
440 Page 1266.**

Udren Law Offices, P.C.

Mark J. Udren, Esquire

Woodcrest Corporate Center

111 Woodcrest Road, Suite 200

Cherry Hill, NJ 08003-3620

856-669-5400

Apr. 30 and May 7, 14

SALE NO. 3

Ex. #10209 of 2010

**Wells Fargo Bank, N.A.,
as Trustee for Option One
Woodbridge Loan Trust 2003-2
Asset Backed Certificates Series
2003-2, Plaintiff**

v.

Brian Lipiec

Heather Lipiec, Defendant(s)

LEGAL DESCRIPTION

All that certain lot of piece of ground in the City of Erie, part of Out Lot Number One Hundred and Sixty-Eight (168).

BEGINNING at a point in the south line of Twentieth Street, two hundred twelve (212) feet west of the intersection of the said south line with the west line of Plum Street; thence south, parallel with Plum Street, one hundred thirty (130) feet to an iron pin in the north line of a ten foot alley; thence west, parallel with Twentieth Street and also the north line of said alley, twenty-nine (29) feet to a stake; thence north, parallel with Plum Street, one hundred thirty (130) feet to a stake; thence east along the south line of Twentieth Street, twenty-nine (29) feet to the place of

beginning. Having erected thereon a single frame dwelling and one car frame garage and being more commonly known as 921 West 20th Street, Erie, Pennsylvania.

Being the same premises conveyed to Anna Lipiec and Susan Lipiec by deed recorded March 22, 2000 in Erie County Record Book 693, page 1178. The said Anna Lipiec died February 20.

**BEING KNOWN AS: 921 WEST
20TH STREET, ERIE, PA 16502
PROPERTY ID NO.: 19-6026-208**

**TITLE TO SAID PREMISES IS
VESTED IN Brian Lipiec and
Heather Lipiec, husband and wife
by Deed from Susan Lipiec, single
dated 4/22/03 recorded 4/24/03 in
Deed Book 1002 Page 1577.**

Udren Law Offices, P.C.

Mark J. Udren, Esquire

Woodcrest Corporate Center

111 Woodcrest Road, Suite 200

Cherry Hill, NJ 08003-3620

856-669-5400

Apr. 30 and May 7, 14

SALE NO. 4

Ex. # 14739 of 2009

**Deutsche Bank National Trust
Company as Trustee for MSAC
2007-SEA1, Plaintiff**

v.

Daniel R. Lubin

Kyra A. Lubin, Defendant(s)

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate in the Township of Springfield, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stake in the North side of Main Street in the town of West Springfield;

Thence, North 32° 30' West, twenty-four (24) rods and six (6) links to a stake in the East line of lands now or formerly of A.J. Thomas;

Thence, North 30° East, along said Thomas line, fourteen (14) rods and five (5) links to a stake;

Thence, southeast to the North side of Main Street, thirty-five (35) rods and five (5) links to a post;

Thence, along said North side of said street, eight (8) rods and fourteen (14) links to the place of beginning.

Containing two (2) acres of land be the same more or less.
Having erected thereon a two-story frame dwelling house.

SAID premises are further identified by Erie County Assessment Index No. (39) 14-35-37 and are commonly known as 13718 Ridge Road, West Springfield, Pennsylvania.

BEING KNOWN AS: 13718 WEST RIDGE ROAD, WEST SPRINGFIELD, PA 16443

PROPERTY ID NO.: 39-14-35-37
TITLE TO SAID PREMISES IS VESTED IN Daniel R. Lubin and Kyra A. Lubin, husband and wife, as tenants by the entirety with the right of survivorship by Deed from Larry E. Riley and Autumn Riley, his wife; Sandra Riley Dixon and Richard Dixon, her husband and Ray A. Youngs and Sharon Lee Youngs, his wife dated 12/27/05 recorded 2/10/06 in Deed Book 1305 Page 1330.

Udren Law Offices, P.C.
Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
856-669-5400

Apr. 30 and May 7, 14

SALE NO. 5

Ex. 10038 of 2010

**Household Finance Consumer
Discount Company, Plaintiff**

v.

Ronald J. Rice

Karen E. Rice Defendant(s)

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate in Lawrence Park Township, Erie County, Pennsylvania, Being Lot No. 4 of Block "F" of Lake Cliff Park Subdivision of Lawrence Park Township as per plot recorded in Erie County, Pennsylvania Recorder of Deeds Office in Map Book 4, Pages 118 and 119. Having erected thereon a one and one-half (1 ½) story frame dwelling being commonly known as 427 Lake Cliff Drive, Erie, Pennsylvania.

Subject to all restriction, easements, rights-of-way, building lines, leases and oil and gas leases of record and

to all easements and rights-of-way visible and discoverable upon an inspection of the premises.

BEING KNOWN AS: 427 Lake Cliff Drive (Lawrence Park Township), Erie, PA 16511

PROPERTY ID NO.: 29-6-9-32

TITLE TO SAID PREMISES IS VESTED IN Ronald J. Rice and Karen E. Rice, his wife by deed from James D. Kozlowski and Diane J. Kozlowski, his wife dated 9/9/83 recorded 9/9/83 in Deed Book 1509 Page 45.

Udren Law Offices, P.C.

Attorneys for Plaintiff

Mark J. Udren, Esquire

Woodcrest Corporate Center

111 Woodcrest Road, Suite 200

Cherry Hill, NJ 08003-3620

856-669-5400

Apr. 30 and May 7, 14

SALE NO. 6

Ex. #15580 of 2009

**CORRY FEDERAL CREDIT
UNION, Plaintiff**

v.

PAUL E. MORTON, JR.

AND SHELLY M. MORTON,

Defendants

ADVERTISING DESCRIPTION

By virtue of Writ of Execution filed at No. 15580-2009, Corry Federal Credit Union v. Paul E. Morton, Jr. and Shelly M. Morton, owner of the following properties identified below:

1) Situate in the City of Corry, County of Erie, and Commonwealth of Pennsylvania at 322 East South Street, Corry, PA 16407:

Assessment Map No. (5) 27-179-5

Assessed Value Figure: \$34,570.00

Improvement Thereon: Single

Family Residential Dwelling

Michael S. Jan Janin, Esq.

Pa. I.D. No. 38880

2222 West Grandview Boulevard

Erie, PA 16506-4508

Phone: (814) 833-2222, Ext. 265

Email: mjanjanin@quinnfirm.com

Attorneys for Corry Federal

Credit Union

Apr. 30 and May 7, 14

SALE NO. 7

Ex. #11076 of 2008

**NORTHWEST SAVINGS
BANK, Plaintiff**

v.

WILLIAM W. HAMMOND, JR.

a/k/a W.W. HAMMOND, JR.;

MARY ALICE HAMMOND;

WILLIAM W. HAMMOND, III,

MICHELLE J. HAMMOND,

and THE UNITED STATES OF

AMERICA, DEPARTMENT OF

THE TREASURY, INTERNAL

REVENUE SERVICE,

Defendants

LEGAL DESCRIPTION

PARCEL #1-13514 ROUTE 6,

CORRY, PENNSYLVANIA

ALL THAT CERTAIN piece or parcel of land situate in the Township of Wayne, County of Erie and Commonwealth of Pennsylvania, more particularly described as follows:

BEGINNING at a point in the center line of U.S. Route 6, which point is five hundred fifteen (515) feet east (when measured along the center line of U.S. Route 6) from the southwest corner of lands owned by Dale C. Bunnell (said point of beginning being also the southeasterly corner of lands reserved by Dale C. Bunnell and wife from a deed to Stanton E. Bower and wife, recorded in Erie County Deed Book 524, Page 440); Thence southeasterly along the center line of U.S. Route 6 to the southwest corner of lands of Charles R. French and wife;

Thence northerly along the lands of Charles R. French and his wife to the southerly line of land of W.W. Hammond, Jr.;

Thence westerly or northwesterly along the southerly line of said Hammond to the northeast corner of land reserved by Dale C. Bunnell and wife from a deed recorded in Erie County Deed Book 524, Page 440;

Thence southerly along lands so reserved three hundred forty (340) feet, more or less, to the place of beginning.

Commonly known as 13514 Route 6, Corry, Pennsylvania, bearing Erie County Tax Index Number

(49) 16-33.1-4.

Being the same premises conveyed to W.W. Hammond, Jr. and Mary Alice Hammond, his wife, by deed dated the 7th day of December, 1960 and recorded the 26th day of January, 1961, in Erie County, Pennsylvania Deed Book 832, Page 329 and bearing Property No. (49) 16-33.1-4.

PARCEL #2-25 EAST
WOODLAND, CORRY,
PENNSYLVANIA

ALL THAT CERTAIN piece or parcel of land situate in the Second Ward of the City of Corry, County of Erie and Commonwealth of Pennsylvania, more particularly described as follows:

BEING Lot Number 8 of the Revised Hillsboro Subdivision dated July 13, 1981 and recorded in Erie County Map Book 23, at Page 11, on August 5, 1981, said lot containing 0.877 of an acre.

Commonly known as 25 East Woodland, Corry, Pennsylvania, bearing Erie County Tax Index Number (6) 4-12-9.

Being the same premises conveyed to William W. Hammond, III and Michelle J. Hammond, his wife, by deed dated the 12th day of May, 1987 and recorded the 12th day of June, 1987 in Erie County, Pennsylvania Deed Book 14, Page 2156 and bearing Property No. (6) 4-12-9.

Knox McLaughlin Gornall
& Sennett, P.C.

Attorneys for Plaintiff, Northwest Savings Bank

Mark G. Claypool, Esq.

PA I.D. No. 63199

120 West Tenth Street

Erie, Pennsylvania 16501-1461

(814) 459-2800

Apr. 30 and May 7, 14

SALE NO. 8

Ex. #10063 of 2010

Marquette Savings Bank

v.

Abdul Jabbar Alquraishi

SHERIFF'S SALE

By virtue of a Writ of Execution filed at No. 10063 - 2010, Marquette Savings Bank vs. Abdul Jabbar Alquraishi, owner of property

situate in the City of Erie, Erie County, Pennsylvania being: 1020 State Street, Erie, Pennsylvania.

19.937 x 100 x 19.937 x 100

Assessment Map Number:

(16) 3040-221

Assessed Value Figure \$95,400.00

Improvement Thereon: Commercial building/store

Kurt L. Sundberg, Esquire
Marsh Spaeder Baur Spaeder
& Schaaf, LLP

Suite 300, 300 State Street
Erie, Pennsylvania 16507

(814) 456-5301

Apr. 30 and May 7, 14

SALE NO. 9

Ex. #10019 of 2010

Northwest Savings Bank

v.

Tammy Lynn Drayer

SHERIFF'S SALE

By virtue of a Writ of Execution filed at No. 10019-2010, Northwest Savings Bank vs. Tammy Lynn Drayer, owner of property situate in the City of Erie, Erie County, Pennsylvania being: 2619 Plum Street, Erie, Pennsylvania.

30' x 65' x 30' x 65'

Assessment Map Number:

(19) 6041-215

Assessed Value Figure: \$48,310.00

Improvement Thereon: Residence

Kurt L. Sundberg, Esq.

Marsh Spaeder Baur Spaeder
& Schaaf, LLP

Suite 300, 300 State Street
Erie, Pennsylvania 16507

(814) 456-5301

Apr. 30 and May 7, 14

SALE NO. 11

Ex. #15022 of 2009

PNC Bank, National Association,

Plaintiff

v.

**Genevieve C. Cute, et al.,
Defendant**

SHERIFF'S SALE

By virtue of Writ of Execution filed to No. 15022-2009 PNC Bank, National Association vs. Genevieve C. Cute, et al., owner of property situated in Washington Township, Erie County, Pennsylvania being 1315 Church Road, Waterford, PA 16441.

2.62 Acres

Assessment Map number.
(45) 11-59-2.01

Assessed Value figure: \$140,710.00
Improvement thereon: Residential Dwelling

Brett A. Solomon, Esq.

Michael C. Mazack, Esq.

1500 One PPG Place

Pittsburgh, PA 15222

(412) 594-5506

Apr. 30 and May 7, 14

SALE NO. 12

Ex. #14063 of 2009

PNC Bank, National Association,

Plaintiff

v.

Robert E. Reinwald &

Laurie S. Reinwald a/k/a

Laurel S. Reinwald, Defendant

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 14063-2009 PNC Bank, National Association vs. Robert E. Reinwald & Laurie S. Reinwald a/k/a Laurel S. Reinwald, owner of property situated in Millcreek Township, Erie County, Pennsylvania being 2511 W. 26th Street, Erie, PA 16506

Assessment Map number:

(33) 50-297-5

Assessed Value figure: \$98,730.00

Improvement thereon: Residential Property

Brett A. Solomon, Esq.

Michael C. Mazack, Esq.

1500 One PPG Place

Pittsburgh, PA 15222

(412) 594-5506

Apr. 30 and May 7, 14

SALE NO. 13

Ex. #10592 of 2008

PNC Bank, National Association,

Plaintiff

v.

Patrick R. Steele, Defendant

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 15092-2008 PNC Bank, National Association vs. Patrick R. Steele, owner of property situated in City of Erie, Erie County, Pennsylvania being 1534 W. 25th Street, Erie, PA 16502.

0.1364 Acres

Assessment Map number:

(19) 6205-226
Assessed Value figure: \$39,820.00
Improvement thereon: Residential Dwelling
Brett A. Solomon, Esq.
Michael C. Mazack, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 594-5506
Apr. 30 and May 7, 14

SALE NO. 14

Ex. #14380 of 2009
U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER POOLING AND SERVICING AGREEMENT DATED AS OF MAY 1, 2007
MASTR ASSET BACKED SECURITIES TRUST 2007-HE1 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2007-HE1, PLAINTIFF
v.
JOHN F. RICKRODE AND TINA M. RICKRODE, DEFENDANTS
SHORT PROPERTY DESCRIPTION

ALL THAT certain piece or parcel of land situate in the Borough of North East, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows to-wit: BEGINNING at the Northwest corner of the lot hereby conveyed at a post standing on the South line of Main Street: thence along the South line of Main Street, North 70° East four (4) rods, nine (9) links to a post; thence South 20° East twenty (20) rods to a post on the North line of land now or formerly of Agnes King. DWELLING KNOWN AS 99 EAST MAIN STREET, NORTH EAST, PA 16428. IDENTIFIED as TAX/PARCEL ID#: 36-5-34.5 in the Deed Registry Office of Erie County, Pennsylvania. Daniel J. Mancini, Esquire Attorney for Plaintiff
201A Fairview Drive
Monaca, PA 15061

Apr. 30 and May 7, 14

SALE NO. 15

Ex. #14922 of 2009
PHH MORTGAGE CORPORATION, Plaintiff
v.
JAMES G. GILLESPIE
LORI M. ADAMS, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 14922-09
PHH MORTGAGE CORPORATION vs. JAMES G. GILLESPIE and LORI M. ADAMS
Amount Due: \$147,537.80
JAMES G. GILLESPIE and LORI M. ADAMS, owner(s) of property situated in TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 1215 CHELSEA AVENUE, ERIE, PA 16505-3311
Dimensions: 100 X 125
Acreage: 0.2870
Assessment Map number: 33-027-162.0-034.00
Assessed Value: \$99,440.00
Improvement thereon: Residential Phelan Hallinan & Schmieg, LLP
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 16

Ex. #15202 of 2009
BAC HOME LOANS SERVICING, L.P., Plaintiff
v.
NICHOLE R. ADAMOWICZ
RENEE C. ADAMOWICZ
DAVID G. ADAMOWICZ, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 15202-09
BAC HOME LOANS SERVICING, L.P. vs. NICHOLE R. ADAMOWICZ, RENEE C. ADAMOWICZ and DAVID G. ADAMOWICZ
Amount Due: \$68,133.47
NICHOLE R. ADAMOWICZ, RENEE C. ADAMOWICZ, and DAVID G. ADAMOWICZ, owner(s) of property situated in Lawrence Park Township, Erie County, Pennsylvania being 1058

PRIESTLEY AVENUE, ERIE, PA 16511-2810
Dimensions: 19.23 x 117
Acreage: 0.0517
Assessment Map number: 29018055003100
Assessed Value: \$55,730.00
Improvement thereon: residential Phelan Hallinan & Schmieg, LLP
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 17

Ex. #18079 of 2008
WELLS FARGO BANK, N.A., Plaintiff
v.
JACK L. BUNJA
JULIE BUNJA, Defendant(s)
SHERIFF'S SALE
By virtue of a Writ of Execution filed to No. 18079-08
WELLS FARGO BANK, N.A. vs. JACK L. BUNJA and JULIE BUNJA
Amount Due: \$110,279.08
JACK L. BUNJA and JULIE BUNJA, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 4312 WAYNE STREET, ERIE, PA 16504-2241
Acreage: 0.1653
Assessment Map number: 18053072081300
Assessed Value: \$79,450.00
Improvement thereon: Residential Phelan Hallinan & Schmieg, LLP
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215)563-7000

Apr. 30 and May 7, 14

SALE NO. 18

Ex. #15575 of 2009
WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC., Plaintiff
v.
BRIAN S. CARR, Defendant(s)
SHERIFF'S SALE
By virtue of a Writ of Execution

filed to No. 15575-09
WELLS FARGO BANK, N.A.,
S/B/M TO WELLS FARGO HOME
MORTGAGE, INC. vs. BRIAN S.
CARR
Amount Due: \$34,934.77
BRIAN S. CARR, owner(s) of
property situated in TOWNSHIP
OF CITY OF ERIE, Erie County,
Pennsylvania being 417 PARADE
STREET, ERIE, PA 16507-1624
Dimensions: 30 x 138
Acreage: 0.0950
Assessment Map number:
14-010-014.0-224.00
Assessed Value: \$20,000.00
Improvement thereon: Residential
Phelan Hallinan & Schmieg, LLP
One Penn Center at Suburban
Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 19

Ex. #15112 of 2009

**WELLS FARGO BANK, N.A.,
AS TRUSTEE FOR BNC
MORTGAGE LOAN TRUST
2007-4, MORTGAGE PASS-
THROUGH CERTIFICATES,
SERIES 2007-4, Plaintiff**

v.

ADAM COOVER, Defendant(s)

SHERIFF'S SALE

By virtue of a Writ of Execution
filed to No. 15112-09
WELLS FARGO BANK, N.A.,
AS TRUSTEE FOR BNC
MORTGAGE LOAN TRUST
2007-4, MORTGAGE PASS-
THROUGH CERTIFICATES,
SERIES 2007-4 vs. ADAM COOVER
Amount Due: \$248,696.07
ADAM COOVER, owner(s) of
property situated in TOWNSHIP
OF HARBORCREEK, Erie County,
Pennsylvania being 3709 HARBOR
RIDGE TRAIL, ERIE, PA 16510-
5955
Assessment Map number:
(27) 81-211.2-37
Assessed Value: \$233,800
Improvement thereon: residential
Phelan Hallinan & Schmieg, LLP
One Penn Center at Suburban
Station, Suite 1400
1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814
(215) 563-7000
Apr. 30 and May 7, 14

SALE NO. 20

Ex. #15663 of 2009

**PHH MORTGAGE
CORPORATION, F/K/A
CENDANT MORTGAGE
CORPORATION, Plaintiff**

v.

**MICHELE L. DESANTIS A/K/A
MICHELLE L. DESANTIS,**

Defendant(s)

SHERIFF'S SALE

By virtue of a Writ of Execution
filed to No. 15663-09
PHH MORTGAGE
CORPORATION, F/K/A
CENDANT MORTGAGE
CORPORATION vs. MICHELE L.
DESANTIS A/K/A MICHELLE L.
DESANTIS
Amount Due: \$87,377.65
MICHELE L. DESANTIS A/K/A
MICHELLE L. DESANTIS,
owner(s) of property situated in
the City of Erie, Erie County,
Pennsylvania being 907 EAST 28th
STREET, ERIE, PA 16504-1305
Dimensions: 120 X 135
Acreage: 0.3719
Assessment Map number:
18050053022600
Assessed Value: 75,560.00
Improvement thereon: residential
Phelan Hallinan & Schmieg, LLP
One Penn Center at Suburban
Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 21

Ex. #15739 of 2009

**PHH MORTGAGE
CORPORATION, F/K/A
CENDANT MORTGAGE
CORPORATION, Plaintiff**

v.

**JAMES A. FISHER
ESTHER M. FISHER,**
Defendant(s)

SHERIFF'S SALE

By virtue of a Writ of Execution
filed to No. 15739 09
PHH MORTGAGE
CORPORATION, F/K/A

CENDANT MORTGAGE
CORPORATION vs. JAMES A.
FISHER and ESTHER M. FISHER
Amount Due: \$139,881.17
JAMES A. FISHER and ESTHER M.
FISHER, owner(s) of property
situated in Township of Fairview
(formerly the Borough of Fairview),
Erie County, Pennsylvania being
3757 SHERAMY DRIVE,
FAIRVIEW, PA 16415-1023
Dimensions: 85 X 139.02 IRR
Acreage: 0.2744
Assessment Map number:
21-074-001.0-004.04
Assessed Value: \$110,030.00
Improvement thereon: Residential
Phelan Hallinan & Schmieg, LLP
One Penn Center at Suburban
Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 22

Ex. #14132 of 2009

**BANK OF AMERICA, N.A.,
Plaintiff**

v.

**JAMES L. GRILL
RENAE M. GRILL, Defendant(s)**
SHERIFF'S SALE

By virtue of a Writ of Execution
filed to No. 14132-09
BANK OF AMERICA, N.A. vs.
JAMES L. GRILL and RENAE M.
GRILL
Amount Due: \$229,022.80
JAMES L. GRILL and RENAE M.
GRILL, owner(s) of property
situated in CITY OF ERIE, Erie
County, Pennsylvania being 528
KAHKWA BOULEVARD, ERIE,
PA 16505-2352
Dimensions: 20 x 34
Acreage: 0.1607
Assessment Map number:
17-041-019.0-303.00
Assessed Value: \$174,040.00
Improvement thereon: Residential
Phelan Hallinan & Schmieg, LLP
One Penn Center at Suburban
Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 23
Ex. #15510 of 2009
WELLS FARGO BANK, N.A.,
Plaintiff
v.
GREGORY C. HACKENBERG
JULIA M. HACKENBERG,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 15510-09
 WELLS FARGO BANK, N.A. vs. GREGORY C. HACKENBERG and JULIA M. HACKENBERG
 Amount Due: \$93,731.20
 GREGORY C. HACKENBERG and JULIA M. HACKENBERG, owner(s) of property situated in TOWNSHIP OF HARBORCREEK TOWNSHIP, Erie County, Pennsylvania being 8596 STATION ROAD, ERIE, PA 16510-5714
 Dimensions:
 One Side Open MTL Pole Building
 Width: 36 Length: 36
 Covered Patio/Carport
 Width: 6 Length: 36
 Acreage: 16.5000
 Assessment Map number: 27-076-237.0-014.00
 Assessed Value: \$10,100.00
 Improvement thereon: Residential Phelan Hallinan & Schmieg, LLP
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000
 Apr. 30 and May 7, 14

SALE NO. 24
Ex. #12576 of 2009
US BANK NATIONAL
ASSOCIATION AS TRUSTEE,
Plaintiff
v.
JAMES HANEY
JENNIFER HANEY,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 12576-09
 US BANK NATIONAL ASSOCIATION AS TRUSTEE vs. JAMES HANEY and JENNIFER HANEY
 Amount Due: \$78,256.31
 JAMES HANEY and JENNIFER HANEY, owner(s) of property situated in the First Ward of the

CITY OF CORRY, Erie County, Pennsylvania being 357 EAST PLEASANT STREET, CORRY, PA 16407-2241
 Dimensions: 66 X 165
 Acreage: 0.1591
 Assessment Map number: 05-028-182.0-017.00
 Assessed Value: \$50,200.00
 Improvement thereon: Residential Phelan Hallinan & Schmieg, LLP
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000
 Apr. 30 and May 7, 14

SALE NO. 25
Ex. #13212 of 2009
BANK OF AMERICA, N.A.,
Plaintiff
v.
THOR O. KNUTSTAD
ANDREA L. KNUTSTAD,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 13212-09
 BANK OF AMERICA, N.A. vs. THOR O. KNUTSTAD and ANDREA L. KNUTSTAD
 Amount Due: \$232,262.90
 THOR O. KNUTSTAD and ANDREA L. KNUTSTAD, owner(s) of property situated in TOWNSHIP OF WASHINGTON, Erie County, Pennsylvania being 5571 MEADOWLANE DRIVE, EDINBORO, PA 16412-1064
 Acreage: 4.4650
 Assessment Map number: 45007011000815
 Assessed Value: \$115,540.00
 Improvement thereon: Residential Phelan Hallinan & Schmieg, LLP
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000
 Apr. 30 and May 7, 14

SALE NO. 26
Ex. #13996 of 2009
U.S. BANK NATIONAL
ASSOCIATION AS TRUSTEE
FOR BEAR STEARNS ARM
TRUST, MORTGAGE PASS-
THROUGH CERTIFICATES

SERIES 2004-11, Plaintiff
v.
KATHLEEN M. KOLEDIN,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 13996-09
 U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR BEAR STEARNS ARM TRUST, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2004-11 vs. KATHLEEN M. KOLEDIN
 Amount Due: \$86,577.01
 KATHLEEN M. KOLEDIN, owner(s) of property situated in the TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 624 SOMMERHEIM DRIVE, ERIE, PA 16505-4029
 Dimensions: 55 x 150
 Acreage: 0.1894
 Assessment Map number: 33015049001800
 Assessed Value: \$102,980.00
 Improvement thereon: Residential Phelan Hallinan & Schmieg, LLP
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000
 Apr. 30 and May 7, 14

SALE NO. 27
Ex. #15793 of 2009
PHH MORTGAGE
CORPORATION, F/K/A
CENDANT MORTGAGE
CORPORATION, Plaintiff
v.
CARMELO MALDONADO,
JR., Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 15793-09
 PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORPORATION vs. CARMELO MALDONADO, JR.
 Amount Due: \$63,585.65
 CARMELO MALDONADO, JR., owner(s) of property situated in the City of Erie, Erie County, Pennsylvania being 1212 EAST 30TH STREET, ERIE, PA 16504-1426
 Dimensions: 30 X 140

Acreage: 0.0964
 Assessment Map number:
 18-050-045.0-114.00
 Assessed Value: \$46,720.00
 Improvement thereon: Residential
 Phelan Hallinan & Schmieg, LLP
 One Penn Center at Suburban
 Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 28

Ex. #11847 of 2009

**FLAGSTAR BANK, FSB
 Plaintiff**

v.

**DIANE E. RUPP
 STEPHEN J. NICHOLS,
 Defendant(s)**

SHERIFF'S SALE

By virtue of a Writ of Execution
 filed to No. 11847-09
 FLAGSTAR BANK, FSB vs.
 DIANE E. RUPP and STEPHEN J.
 NICHOLS
 Amount Due: \$70,830.71
 DIANE E. RUPP and STEPHEN J.
 NICHOLS, owner(s) of property
 situated in CITY OF ERIE, Erie
 County, Pennsylvania being 2214
 WAGNER AVENUE, ERIE, PA
 16510-1532
 Dimensions: 78 X 138.4
 Acreage: 0.2415
 Assessment Map number:
 18-051-040.0-303.00
 Assessed Value: \$49,360.00
 Improvement thereon: Residential
 Phelan Hallinan & Schmieg, LLP
 One Penn Center at Suburban
 Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 29

Ex. #14868 of 2009

**PHH MORTGAGE
 CORPORATION, F/K/A PHH
 MORTGAGE SERVICES,
 Plaintiff**

v.

**BETTY R. SIMMONS,
 Defendant(s)**

SHERIFF'S SALE

By virtue of a Writ of Execution
 filed to No. 14868-09

PHH MORTGAGE
 CORPORATION, F/K/A PHH
 MORTGAGE SERVICES vs.
 BETTY R. SIMMONS
 Amount Due: \$30,931.03
 BETTY R. SIMMONS, owner(s) of
 property situated in the City of Erie,
 Erie County, Pennsylvania being
 1014 WALLACE STREET, ERIE,
 PA 16503-1224
 Dimensions: 40 X 80
 Acreage: 0.0735
 Assessment Map number:
 15-020-022.0-203.00
 Assessed Value: \$17,160.00
 Improvement thereon: Residential
 Phelan Hallinan & Schmieg, LLP
 One Penn Center at Suburban
 Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 30

Ex. #10015 of 2010

**CHASE HOME FINANCE LLC,
 Plaintiff**

v.

**CHRISTINE L. STORMS
 MELISSA A. THOMPSON,
 Defendant(s)**

SHERIFF'S SALE

By virtue of a Writ of Execution
 filed to No. 10015-10
 CHASE HOME FINANCE LLC
 vs. CHRISTINE L. STORMS and
 MELISSA A. THOMPSON
 Amount Due: \$54,481.08
 CHRISTINE L. STORMS and
 MELISSA A. THOMPSON,
 owner(s) of property situated in
 CITY OF ERIE, Erie County,
 Pennsylvania being 614 BRANDES
 STREET, ERIE, PA 16503-1651
 Dimensions: 35 X 54.05
 Acreage: 0.0430
 Assessment Map number:
 (14)-1039-337
 Assessed Value: \$35,300.00
 Improvement thereon: Residential
 Phelan Hallinan & Schmieg, LLP
 One Penn Center at Suburban
 Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 31

Ex. #15450 of 2009

**WELLS FARGO BANK,
 NATIONAL ASSOCIATION,
 AS TRUSTEE FOR MORGAN
 STANLEY ABS CAPITAL
 I INC. TRUST 2007-HE4
 MORTGAGE PASS-THROUGH
 CERTIFICATES, SERIES 2007-
 HE4, Plaintiff**

v.

**PAULA A. TOMPKINS
 TIMOTHY E. TOMPKINS,
 Defendant(s)**

SHERIFF'S SALE

By virtue of a Writ of Execution
 filed to No. 15450-09
 WELLS FARGO BANK,
 NATIONAL ASSOCIATION,
 AS TRUSTEE FOR MORGAN
 STANLEY ABS CAPITAL
 I INC. TRUST 2007-HE4
 MORTGAGE PASS-THROUGH
 CERTIFICATES, SERIES 2007-
 HE4 vs. PAULA A. TOMPKINS
 and TIMOTHY E. TOMPKINS
 Amount Due: \$129,115.21
 PAULA A. TOMPKINS and
 TIMOTHY E. TOMPKINS,
 owner(s) of property situated in
 the Township of Millcreek, Erie
 County, Pennsylvania being 1811
 WEST 56TH STREET, ERIE, PA
 16509-1838
 Acreage: 0.1909
 Assessment Map number:
 3314366723
 Assessed Value: \$84,180.00
 Improvement thereon: Residential
 Phelan Hallinan & Schmieg, LLP
 One Penn Center at Suburban
 Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 32

Ex. #12612 of 2009

**BAC HOME LOANS
 SERVICING, L.P. F/K/A
 COUNTRYWIDE HOME
 LOANS SERVICING, L.P.,
 Plaintiff**

v.

BLAIR G. UMLAH Defendant(s)

SHERIFF'S SALE

By virtue of a Writ of Execution
 filed to No. 12612-09
 BAC HOME LOANS SERVICING,

L.P. F/K/A COUNTRYWIDE HOME LOANS SERVICING, L.P. vs. BLAIR G. UMLAH
Amount Due: \$59,010.99
BLAIR G. UMLAH, owner(s) of property situated in the CITY OF ERIE, Erie County, Pennsylvania being 261 SCOTT STREET, ERIE, PA 16508-1835
Dimensions: 35 x 119.97
Acreage: 0.0964
Assessment Map number: 19060053021300
Assessed Value: 49,090.00
Improvement thereon: residential
Phelan Hallinan & Schmieg, LLP
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 33

Ex. #15512 of 2009
NORTHWEST SAVINGS BANK, Plaintiff
v.
JOHN R. VOGEL
DARLENE L. VOGEL,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 15512-09
NORTHWEST SAVINGS BANK vs. JOHN R. VOGEL and DARLENE L. VOGEL
Amount Due: \$86,297.99
JOHN R. VOGEL and DARLENE L. VOGEL, owner(s) of property situated in TOWNSHIP OF VENANGO, Erie County, Pennsylvania being 8266 FULLER ROAD, WATTSBURG, PA 16442-2822
Dimensions: 268.23 X 139.90
Acreage: 0.8615
Assessment Map number: 44-018-042.0-018.01
Assessed Value: 66,490.00
Improvement thereon: residential
Phelan Hallinan & Schmieg, LLP
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 34

Ex. #15511 of 2009
CITIMORTGAGE, INC.,
Plaintiff
v.
NANCY J. WYKOFF,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 15511-09
CITIMORTGAGE, INC. vs. NANCY J. WYKOFF
Amount Due: \$85,113.59
NANCY J. WYKOFF, owner(s) of property situated in TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 3012 LEGION ROAD, ERIE, PA 16506-3145
Acreage: 0.2009
Assessment Map number: 33-076-289.0-013.00
Assessed Value: \$76,650.00
Improvement thereon: Residential
Phelan Hallinan & Schmieg, LLP
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Apr. 30 and May 7, 14

SALE NO. 35

Ex. #15559 of 2009
U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff
v.
AMY BIEBEL-LEE and
MICHAEL STEWART LEE,
Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution No. 15559-2009 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. AMY BIEBEL-LEE and MICHAEL STEWART LEE, Defendants
Real Estate: 7071 WEST LAKE ROAD, FAIRVIEW, PA
Municipality: Fairview Township
Erie County, Pennsylvania
See Deed Book 343, Page 775
Tax I.D. (21) 49-60-11 02
Assessment: \$24,400. (Land)
\$33,890. (Bldg)
Improvement thereon: a residential

dwelling house as identified above
Leon P. Haller, Esquire
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17104
(717) 234-4178

Apr. 30 and May 7, 14

SALE NO. 36

Ex. #15475 of 2009
U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff
v.
KELLY REED, Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution No. 2009-15475 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. KELLY REED, Defendants
Real Estate: 145-147 EAST 21ST STREET, ERIE, PA
Municipality: City of Erie
Erie County, Pennsylvania
Dimensions: 125 x 27 ½
See Deed Book 1254, Page 1981
Tax: I.D. (18) 5005-106
Assessment: \$4,800. (Land)
\$14,660. (Bldg)
Improvement thereon: a residential dwelling house as identified above
Leon P. Haller, Esquire
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17104
(717) 234-4178

Apr. 30 and May 7, 14

SALE NO. 37

Ex. #15561 of 2009
U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff
v.
SARA J. SHICK N/K/A
SARA J. WARNICK, Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution No. 15561-2009 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs.

SARA J. SHICK N/K/A SARA J. WARNICK, Defendants
Real Estate: 3007 WOODLAWN AVENUE, ERIE, PA

Municipality: Borough of Wesleyville, Erie County, Pennsylvania

Dimensions: 124.11 x 37
See Deed Book 1035, Page 226
Tax I.D. (50) 4-52-19
Assessment: \$12,200. (Land)
\$42,000 (Bldg)

Improvement thereon: a residential dwelling house as identified above
Leon P. Haller, Esquire
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17104
(717) 234-4178

Apr. 30 and May 7, 14

SALE NO. 38

Ex. #12688 of 2008

U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff

v.

BRIAN S. TRIPP, Defendants

SHERIFF'S SALE

By virtue of a Writ of Execution No. 2008-12688 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. BRIAN S. TRIPP, Defendants
Real Estate: 32 WATTSBURG STREET, UNION CITY, PA
Municipality: Borough of Union City, Erie County, Pennsylvania
See Deed Book 745 / 691
Tax I.D. (41) 5-9-21
Assessment: \$13,600. (Land)
\$30,270. (Bldg)

Improvement thereon: a residential dwelling house as identified above
Leon P. Haller, Esquire
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17104
(717) 234-4178

Apr. 30 and May 7, 14

SALE NO. 39

Ex. #15681 of 2009

U.S. BANK, NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA

HOUSING FINANCE AGENCY, PURSUANT TO A TRUST INDENTURE DATED AS OF APRIL 1, 1982), Plaintiff,

v.

JEFFREY D. FOX and CHERISH A. FOX, Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 15681-09, U.S. Bank, et al vs. Jeffrey D. Fox and Cherish A. Fox, owner(s) of property situated in Union City, Erie County, Pennsylvania being 16334 Squire Drive, Union City, PA 16438.
Dimensions: 1.0 acre
Assessment Map Number: (43) 12-36-2.02
Assess Value figure: 87,960.00
Improvement thereon: Dwelling
Louis P. Vitti, Esquire
Attorney for Plaintiff
916 Fifth Avenue
Pittsburgh, PA 15219
(412) 281-1725

Apr. 30 and May 7, 14

SALE NO. 40

Ex. #12259 of 2009

U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, PURSUANT TO A TRUST INDENTURE DATED AS OF APRIL 1, 1982), assignee of PENNSYLVANIA HOUSING FINANCE AGENCY, assignee of SKY BANK, Plaintiff,

v.

SHANNON L. KLEINER and MATTHEW C. KLEINER, Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 12259-09, U.S. Bank, et al vs. Shannon L. Kleiner and Matthew C. Kleiner, owner(s) of property situated in Erie, Erie County, Pennsylvania being 5531 Zemville Drive, Erie, PA 16509.
Dimensions 0.1846 acre
Assessment Map Number: (33) 152-490-13
Assess Value figure: 76,760.00
Improvement thereon: Dwelling
Louis P. Vitti, Esquire
Attorney for Plaintiff
916 Fifth Avenue

Pittsburgh, PA 15219
(412) 281-1725

Apr. 30 and May 7, 14

SALE NO. 41

Ex. #11843 of 2009

Citibank N.A. As Trustee under the Pooling and Servicing Agreement dated as of November 30, 2001 Series 2001-1

v.

Esther M. Clinton
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 11843-2009 Citibank N.A. As Trustee under the Pooling and Servicing Agreement dated as of November 30, 2001 Series 2001-1 vs. Esther M. Clinton, owners of property situated in City of Erie, Erie County, Pennsylvania being 948 East 24th Street, Erie, PA 16503
Assessment Map number: 18-5038-131
Assessed Value figure: \$40,330.00
Improvement thereon: Residential Dwelling

Mary L. Harbert-Bell, Esquire
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Apr. 30 and May 7, 14

SALE NO. 42

Ex. #14387 of 2009

Wachovia Bank of Delaware, NA f/k/a First Union National Bank of Delaware

v.

Devona Pratt
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 14387-09 Wachovia Bank of Delaware, NA f/k/a First Union National Bank of Delaware vs. Devona Pratt, owners of property situated in City of Erie, Erie County, Pennsylvania being 520 East 24th Street, Erie, PA 16503
Assessment Map number: (18) 5022 127
Assessed Value figure: \$28,430.00
Improvement thereon: Residential Dwelling

Mary L. Harbert-Bell, Esquire
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Apr. 30 and May 7, 14

SALE NO. 43
Ex. #14752 of 2009
CITIMORTGAGE, INC.,
Plaintiff
v.
CHERYL I. ADAMS
JERRY R. ADAMS JR.,
Defendant(s)
DESCRIPTION

ALL that certain piece or parcel of land situate in the First Ward of the Borough of Union City, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit:

COMMENCING at a point in the northeast corner of lands of Mervin Troyer and the south line of Brown Street; THENCE south 75° 04' 48" east along the south line of Brown Street, a distance of 136.07 feet to a stake; THENCE south 14° 15' 16" west a distance of 52.05 feet to a stake; THENCE north 80° 42' 28" west, a distance of 116.99 feet to a stake; THENCE north 02° 45' 41" west, a distance of 66.67 feet to the place of beginning and being Lot 1 of the Mervin Troyer Subdivision #1, which was recorded in Erie County Map Book 2000, Page 111, on April 17, 2000, being known as 27 Brown Street, Union City, Pennsylvania and being part of Index No. (41) 14-60-11.

Michael T. McKeever, Esquire
 Goldbeck, McCafferty & McKeever
 Suite 5000 - Mellon Independence
 Center, 701 Market Street
 Philadelphia, PA 19106
 (215) 627-1322

Apr. 30 and May 7, 14

SALE NO. 44
Ex. #15992 of 2008
DEUTSCHE BANK NATIONAL
TRUST COMPANY AS
TRUSTEE FOR THE MLN1
TRUST SERIES 2007-MLN1,
Plaintiff
v.
JACK MCINTIRE
JESSIE L. MCINTIRE,
Defendant(s)
DESCRIPTION

ALL that certain tract of land lying and being in the Township of Leboeuf, County of Erie, State of Pennsylvania, being more particularly described as follows: Starting at the intersection of the

north east corner of Milo Hull property and the west right of way of Rt. 19; Thence North 2 degrees 22 minutes 49 seconds East, 150.00 feet to the Point of Beginning; Thence North 79 degrees 33 minutes 00 seconds West 300.00 feet to an iron stake; Thence North 2 degrees 22 minutes 49 seconds East 150.00 feet to an iron stake; Thence South 79 degrees 33 minutes 00 seconds East 300.00 feet to an iron stake on the west right of way of Rt. 19; Thence South 2 degrees 22 minutes 49 seconds West along the west right of way of Rt. 19 150.00 feet to the POINT OF BEGINNING.

And being known as Parcel 2 of Niemeyer Subdivision No. 4 as recorded in Map Book 39, Page 42. BEING PARCEL NO. (30) 4-32-2.03

Property Address: 13240 Route 19, Waterford, PA 16441

PROPERTY ADDRESS: 13240 Route 19, Waterford, PA 16441

Michael T. McKeever, Esquire
 Attorney for Plaintiff
 Goldbeck, McCafferty & McKeever
 Suite 5000 - Mellon Independence
 Center, 701 Market Street
 Philadelphia, PA 19106
 (215) 627-1322

Apr. 30 and May 7, 14

SALE NO. 45
Ex. #15043 of 2009
THE BANK OF NEW YORK
MELLON FKA THE BANK
OF NEW YORK AS TRUSTEE,
FOR THE BENEFIT OF THE
CERTIFICATEHOLDERS,
CWABS, INC., ASSET-BACKED
CERTIFICATES, SERIES 2007-
BC1, Plaintiff

v.
MYRON SIMMONS,
Defendant(s)
DESCRIPTION

All that certain piece or parcel of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania, bounded and described as follow: Beginning at the point in the north line of Twenty-fourth Street, thirty-two (32) feet East of the East line of French Street; thence northwardly parallel with French Street, eighty (80) feet to a point; thence eastwardly parallel with Twenty-

fourth Street, thirty-two and one-half (32 ½) feet to a point; thence southwardly parallel with the east line of Franch Street, Eighty (80) feet to the north line of Twenty-fourth Street; thence West along the north line of Twenty-fourth Street thirty-two and one half (32 ½) feet to the place of beginning. Said premises have erected thereon a two-story frame dwelling house commonly known as 106 East 24th Street, Erie, Pennsylvania 16503, and being assigned tax index number (18) 5006-127.

TAX PARCEL # (18) 5006-127
 PROPERTY ADDRESS: 106 East 24th Street, Erie, PA 16503
 Michael T. McKeever, Esquire
 Attorney for Plaintiff
 Goldbeck, McCafferty & McKeever
 Suite 5000 - Mellon Independence
 Center, 701 Market Street
 Philadelphia, PA 19106
 (215) 627-1322

Apr. 30 and May 7, 14

SALE NO. 46
Ex. # 14615 of 2009
GREEN TREE CONSUMER
DISCOUNT COMPANY
f/k/a CONSECO FINANCE
CONSUMER DISCOUNT
COMPANY, Plaintiff

v.
LEONARD L. LATHROP,
Defendant
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 14615-09, Green Tree Consumer Discount Company f/k/a Conseco Finance Consumer Discount Company vs. Leonard L. Lathrop, owner(s) of property situated in Waterford, Erie County, Pennsylvania being 969 Old State Road, Waterford, PA 16441

½ Acre of Land, (310 x 200 x 170)
 Assessment Map number:
 47-027.062.0-001.00
 Assessed Value figure: \$84,400.00
 Improvement thereon: Home
 Pamela L. Brickner
 Volker & Associates, P.C.
 Hampton Stoneworks Professional
 Building
 3960 Route 8, Suite 200
 Allison Park, PA 15101
 412-486-8800

Apr. 30 and May 7, 14

AUDIT LIST
NOTICE BY
PATRICK L. FETZNER

Clerk of Records,
Register of Wills and Ex-Officio Clerk of
the Orphans' Court Division, of the
Court of Common Pleas of Erie County, Pennsylvania

The following Executors, Administrators, Guardians and Trustees have filed their Accounts in the Office of the Clerk of Records, Register of Wills and Orphans' Court Division and the same will be presented to the Orphans' Court of Erie County at the Court House, City of Erie, on **Monday, May 17, 2010** and confirmed Nisi.

June 4, 2010 is the last day on which Objections may be filed to any of these accounts.

Accounts in proper form and to which no Objections are filed will be audited and confirmed absolutely on **June 9, 2010**.

<u>2010</u>	<u>ESTATE</u>	<u>ACCOUNTANT</u>	<u>ATTORNEY</u>
225.	Audrey C. Hirt	National City Bank, successor by merger PNC Bank N.A. & Loral A. Hirt, Trs.	The McDonald Group, LLP
253.	Audrey C. Hirt	National City Bank, successor by merger PNC Bank N.A. & Loral A. Hirt, Exrs.	The McDonald Group, LLP

PATRICK L. FETZNER
Clerk of Records
Register of Wills &
Orphans' Court Division

May 7, 14



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ESTATE NOTICES

Notice is hereby given that in the estates 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 make known the same and all persons indebted to said estates are requested to make payment without delay to the executors or their attorneys named below.

FIRST PUBLICATION

**BAILEY, LOUISE M.,
deceased**

Late of the Township of Harborecreek, County of Erie and Commonwealth of Pennsylvania
Co-Executors: Shawn Festa and Melissa Sosnowski, c/o William J. Schaaf, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorneys: Marsh, Spaeder, Baur, Spaeder & Schaaf, L.L.P., Attorneys-at-Law, Suite 300, 300 State Street, Erie, PA 16507

**BROWN, CHARLOTTE M.,
deceased**

Late of the City of Erie
Executrix: Jean Foulk, 615 Hess Avenue, Erie, PA 16503
Attorney: Jack M. Gornall, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**CHANDLER, CLARENCE W.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Administrator: Cynthia Patalita, c/o Eugene C. Sundberg, Jr., Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorneys: Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Attorneys-at-Law, Suite 300, 300 State Street, Erie, PA 16507

**CROTTY, LORNA F.,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Co-Executors: Denise M.C. Kirby and Charlene M.C. Smith, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506
Attorneys: I. John Dunn, Esquire, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**HIGBY, RUSSELL L.,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Co-Executors: Suzanne L. Higby and Catherine L. Maloney, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506
Attorneys: James F. Toohey, Esquire, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**INEICH, ELIZABETH,
deceased**

Late of North East Township, Erie County, North East, Pennsylvania
Executrix: Helen V. Sweeting, c/o Edward Orton, 33 East Main Street, North East, Pennsylvania 16428
Attorney: Edward Orton, Esq., Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania 16428

**KUBIAK, EDWARD,
deceased**

Late of the Township of Girard, County of Erie and Commonwealth of Pennsylvania
Executor: Richard L. Kubiak, c/o James E. Marsh, Jr., Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorneys: Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Attorneys-at-Law, Suite 300, 300 State Street, Erie, PA 16507

**MAGEE, LOUISE M.,
deceased**

Late of the City of Erie, County of Erie
Administrator: Lois A. Dwyer, 170 Townhall Road, Waterford, PA 16441
Attorney: Donald J. Rogala, Esq., 246 West Tenth Street, Erie, PA 16501

**MALONEY, FRANCIS M.,
a/k/a FRANCIS MICHAEL
MALONEY,
deceased**

Late of the City of Erie, County of Erie
Executor: Gwendolyn Jeanne Maloney, 1087 Boyer Road, Erie, Pennsylvania 16511
Attorney: W. Richard Cowell, Esquire, Carney & Good, 254 West Sixth Street, Erie, PA 16507

**NIES, RITA ANN,
deceased**

Late of the City of Erie
Executrix: Mary Jeanne Weiser
Attorney: Norman "Bud" Stark, Esquire, The Stark Law Firm, 100 State Street, Suite 210, Erie, PA 16507

**STRICK, MARY M.,
deceased**

Late of the City of Erie, County of Erie, Pennsylvania
Executrix: Janice M. Marz, c/o 150 West Fifth St., Erie, PA 16507
Attorney: Colleen C. McCarthy, Esq., McCarthy, Martone & Peasley, 150 West Fifth St., Erie, PA 16507

**SUERKEN, PAUL M.,
deceased**

Late of Millcreek Township, Erie County, Pennsylvania
Executor: Matthew L. Simar, 1449 Glenwood Avenue, Atlanta, GA 30316
Attorney: Kemp C. Scales, Esquire, Scales Law Offices, LLC, 115 South Washington Street, Room 206, P.O. Box 346, Titusville, PA 16354

SECOND PUBLICATION

CALABRESE, ROSE MARIE, deceased

Late of the City of Erie, County of Erie, Pennsylvania

Executor: Carl Stellato, c/o Richards & Associates, P.C., 100 State St., Suite 440, Erie, PA 16507-1456

Attorney: W. John Knox, Esquire, Richards & Associates, P.C., 100 State St., Suite 440, Erie, PA 16507-1456

CORNISH, FRANCES M., a/k/a FRANCES MARIE CORNISH, deceased

Late of Millcreek Township, County of Erie, and Commonwealth of Pennsylvania

Executors: Kathryn Ann Cornish, 2916 Highland Road, Erie, PA 16506 and Rebecca Lu Cornish, 3831 Parkside, Erie, PA 16508

Attorney: Thomas S. Kubinski, Esquire, The Gideon Ball House, 135 East 6th Street, Erie, PA 16501

DAVIS, RICHARD A., a/k/a RICHARD A. DAVIS, JR., deceased

Late of Lawrence Park Township, County of Erie, and Commonwealth of Pennsylvania

Executors: Ruth M. Kowalski and Victor W. Kowalski, 5151 West Stancliff Road, McKean, PA 16426

Attorney: Thomas S. Kubinski, Esquire, The Gideon Ball House, 135 East 6th Street, Erie, PA 16501

HUDY, LEONARD L., a/k/a LEO HUDY, deceased

Late of the City of Erie, Erie County, PA

Co-Executors: Kelly M. Hudy-Boyles and William P. Boyles, 104 Chasbrier Court, Cary, NC 27518

Attorney: None

KING, GERALD W., deceased

Late of the City of Erie, County of Erie

Executor: Frank Endean, c/o Ted Padden, Esquire, 17 West Tenth Street, Erie, PA 16501-1401

Attorney: Ted J. Padden, Esquire, 17 West Tenth Street, Erie, PA 16501-1401

KNOBLOCH, VIRGINIA C., deceased

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania

Executor: James P. Meyer

Attorney: David J. Rhodes, Esquire, Elderkin, Martin, Kelly & Messina, 150 East 8th Street, Erie, PA 16501

NEWCOMER, DANIEL SR., deceased

Late of Greene Township, Erie, PA

Executrix: Marjorie G. Newcomer, 4950 Brown Rd., Waterford, PA 16441

Attorney: Michael P. Robb, Esq., Savinis, D'Amico & Kane, LLC, 3626 Gulf Tower, 707 Grant Street, Pittsburgh, PA 15219

SCHWAB, CLEMENS V., JR., deceased

Late of Millcreek Township, Erie County, Pennsylvania

Co-Executors: Kerry J. Schwab and Candice V. Schwab Provines, c/o Richards & Associates, P.C., 100 State St., Suite 440, Erie, PA 16507-1456

Attorney: Roger W. Richards, Esq., Richards & Associates, P.C., 100 State St., Suite 440, Erie, PA 16507-1456

YOST, PHILETUS M., deceased

Late of Wattsburg Borough, Erie County, Pennsylvania

Executor: Thomas L. Yost, c/o Paul J. Carney, Jr., Esquire, 43 North Main Street, Union City, Pennsylvania 16438

Attorney: Paul J. Carney, Jr., Esquire, 43 North Main Street, Union City, Pennsylvania 16438

YUSKOVIC, IRENE E., deceased

Late of Millcreek Township

Executor: James Michael Yuskovic, 1168 West 54th Street, Erie, PA 16509

Attorney: Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

ZOLLINGER, BARBARA A., deceased

Late of Millcreek Township, County of Erie, and Commonwealth of Pennsylvania

Executor: Emmett Henry Zollinger, Jr., c/o The McDonald Group, L.L.P., PO Box 1757, Erie, PA 16507-1757

Attorney: Thomas J. Buseck, Esq., The McDonald Group, L.L.P., PO Box 1757, Erie, PA 16507-1757

THIRD PUBLICATION

FARNEN, OWEN J. JR., deceased

Late of the Township of Summit, County of Erie and Commonwealth of Pennsylvania

Executrix: Lois M. Borowy, 2290 New Road, Waterford, PA 16441

Attorney: Peter W. Bailey, Esquire, 336 East Sixth Street, Erie, Pennsylvania 16507

GILL, SYLVIA T., a/k/a SYLVIA TILLOTSON GILL, deceased

Late of Fairview Township, County of Erie and Commonwealth of Pennsylvania

Executor: John T. Gill

Attorney: Joseph T. Messina, Esquire, Elderkin, Martin, Kelly & Messina, 150 East 8th Street, Erie, PA 16501

**HEDDERICK, ROGER A.,
deceased**

Late of the Township of Harborcreek, County of Erie, and Commonwealth of Pennsylvania
Executor: Gaven A. Hedderick
Attorney: Thomas J. Buseck, Esq., The McDonald Group, L.L.P., P.O. Box 1757, Erie, PA 16507-1757

**HOPKINS, ARTHUR G. JR.,
a/k/a ARTHUR GRAHAM
HOPKINS JR.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executor: Janet Hopkins, c/o Kevin M. Monahan, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorney: Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Attorney-at-Law, Suite 300, 300 State Street, Erie, PA 16507

**KLAPTHOR, YOLANDA A.,
a/k/a YOLANDA KLAPTHOR,
deceased**

Late of the City of Erie
Executor: Jack A. Klapthor, Jr.,
Attorney: Norman A. Stark, CPA, Esquire, The Stark Law Firm, 100 State Street, Suite 210, Erie, PA 16507

**KRASINSKI, SOPHIA M.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executor: Thomas S. Kubinski, Esquire, The Gideon Ball House, 135 East 6th Street, Erie, PA 16501
Attorney: Thomas S. Kubinski, Esquire, The Gideon Ball House, 135 East 6th Street, Erie, PA 16501

**LAUGHNER, DONALD JUDD,
a/k/a DONALD J. LAUGHNER,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Administratrix: Kathleen Hart, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508
Attorney: Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

**LUTZ, JAMES ARTHUR,
deceased**

Late of North East Township, Erie County, North East, Pennsylvania
Administrator: Henry G. Lutz, c/o Edward Orton, 33 East Main Street, North East, Pennsylvania 16428
Attorney: Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania 16428

**MIKOWSKI, EILEEN M.,
deceased**

Late of Erie, Pennsylvania
Executrix: Dianne M. Presogna, 3213 Westwood Drive, Erie, PA 16506
Attorney: James P. Shields, Esq., Shields & Boris, 109 VIP Drive, Suite 102, Wexford, PA 15090

**STEPHAN, AGNES L.,
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Executor: Thomas G. Stephan, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506
Attorney: Colleen R. Stumpf, Esquire, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**THERASSE, LISA B.,
deceased**

Late of Lake City, Erie County, Pennsylvania
Administrator: John F. Therasse, II, c/o Bernard & Stuczynski, 234 West Sixth Street, Erie, PA 16507-1319
Attorney: Bruce W. Bernard, Esquire, Bernard & Stuczynski, 234 West Sixth Street, Erie, PA 16507-1319

**WAGER, SHIRLEY ANN,
deceased**

Late of the Borough of Wesleyville, County of Erie, PA
Executor: Harold Hutchinson, c/o Elizabeth Brew Walbridge, 900 State Street, Suite 103, Erie, PA 16501
Attorney: Elizabeth Brew Walbridge, Esq., 900 State Street, Suite 103, Erie, PA 16501

**WILLIAMS, KITTIE E.,
deceased**

Late of Lawrence Park Township, County of Erie and Commonwealth of Pennsylvania
Executor: Russell T. Williams
Attorney: David J. Rhodes, Esquire, Elderkin, Martin, Kelly & Messina, 150 East 8th Street, Erie, PA 16501



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