

Erie County Legal Journal

May 14, 2010

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Leonardos v. Zegarelli Enterprises, et al. v. Gerlach's Garden and Power
Equipment Center, Incorporated

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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The Erie office of Marshall, Dennehey, Warner, Coleman & Goggin is seeking to hire an experienced litigation attorney; Employment, workers' compensation or medical malpractice experience is desired. The firm offers a sound future, competitive salary, and an excellent benefit package. Qualified candidates may email resume to hrrcruiter@mdwcg.com.

May 14

**Friday
May 21, 2010**

**Bayfront
Convention Center**

**Time:
Lunch - 11:45 a.m.
12:15 p.m. - 1:15 p.m.**

**Cost:
\$29 (ECBA members/and staff)
\$45 (nonmembers)
\$20 (judges)**

**This seminar has been
approved by the PA CLE
Board for 1 hour of
substantive law credit.**



**LIVE LUNCH-N-LEARN
SEMINAR**
presented in cooperation with the ECBA Bankruptcy Section

Mortgage Modification in the Obama Administration and Possible Bankruptcy Ramifications

Nationally, the mortgage modification craze has been less than perfect. President George W. Bush attempted to create a program to deal with mortgage problems and President Barack Obama has tried to expand it. For the most part, however, their efforts have been unsuccessful. Some mortgage companies are still not working with homeowners, regardless of the government's intervention. Attend and learn the legislative history and fallout of the mortgage modification plan.

Locally, attorneys have somewhat struggled with mortgage modifications in relation to bankruptcies. When is Court approval necessary? Can you pursue mortgage modification during a Chapter 7 or Chapter 13? How have other areas of the state dealt with this matter?

Join us to obtain a broad perspective on mortgage modifications and hear the answers to the questions above and more.

Speaker:



Daniel P. Foster, Esquire

Foster Law Offices, West Mifflin, PA

**Reservations are due to the ECBA office no
later than Monday, May 17.**

WENDY LEONARDOS and JOHN LEONARDOS, wife and husband, Plaintiffs,

v.

**ZEGARELLI ENTERPRISES, INCORPORATED,
d/b/a YORKTOWN GIANT EAGLE and, 79 REALTY
CORPORATION, Defendants,**

v.

**GERLACH'S GARDEN and POWER EQUIPMENT CENTER,
INCORPORATED, Additional Defendants**

CIVIL PROCEDURE / MOTION FOR SUMMARY JUDGMENT

Summary judgment is appropriate when the facts contained in the record are so clear that reasonable minds could not differ as to whether: genuine issues of material fact exist with regard to a necessary element of the cause of action or defense (that could be established by additional discovery or expert report); or whether an adverse party (who will bear the burden of proof at trial) has produced evidence of facts essential to their prima facie cause of action or defense which would require the issues be submitted to a jury.

PREMISES LIABILITY / DUTY OF LESSOR

A lessor not in possession of its leased property typically is not liable for injuries sustained upon that property.

*NEGLIGENCE / CONDITION AND USE OF LAND, BUILDING
AND STRUCTURES*

A lessor retaining control over all, or a part of, leased property may be liable to others lawfully thereon for physical harm caused by a dangerous condition, if the lessor - by the exercise of reasonable care - could have discovered and eliminated both the condition and the unreasonable risk involved therein.

CONTRACTS / INTERPRETATION

The court, as a matter of law, has authority to interpret a lease agreement provided it finds the terms contained therein are not ambiguous. If the court finds the term of the lease agreement to be ambiguous, i.e., reasonably capable of two different interpretations, the resolution of the ambiguity is then an issue for the trier of fact.

REAL ESTATE / CONTRACTS

A sublease does not affect the legal relationship, i.e., the privity of estate and of contract, between the original landlord and the tenant.

CONTRACTS / INTERPRETATION

A party's actions following execution of a contract are indicative of that party's interpretation of the contract.

CONTRACTS / INTERPRETATION

In order for an exculpatory clause to be interpreted and construed to relieve a person of liability for his acts of negligence, it must not only be

part of a contract between persons relating entirely to their own private affairs, but also spell out the intention of the parties with the greatest of particularity and show the intent to release from liability beyond doubt by express stipulation and no words of general import can establish it.

NEGLIGENCE

In order to set forth a prima facie claim of negligence, the plaintiff must show that the defendant breached a duty of care owed to the defendant.

NEGLIGENCE / ACTS OR OMISSIONS CONSTITUTING

Whether the defendant owed the plaintiff a duty is determined by whether or not he may reasonably foresee the plaintiff might be injured as a result of his actions.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY,
PENNSYLVANIA CIVIL DIVISION No. 15592-2007

Appearances: Lori R. Miller, Esq., Attorney for Wendy and John Leonardos
Stephen M. Elek, Esq., Attorney for Zegarelli Enterprises, Inc.
Terry L.M. Bashline, Esq., Attorney for 79 Realty, Corp.
Erie N. Anderson, Esq., Attorney for Gerlach's Garden, Inc.

OPINION

Connelly, J., February 3, 2010

This matter is before the Court of Common Pleas of Erie County, Pennsylvania (hereinafter "the Court"), pursuant to Motions for Summary Judgment individually filed by Zegarelli Enterprises, Incorporated, d/b/a Yorktown Giant Eagle (hereinafter "Defendant Zegarelli") and Gerlach's Garden & Power Equipment Center, Incorporated (hereinafter "Additional Defendant Gerlach"). Defendant Zegarelli's Motion is opposed by 79 Realty Corporation (hereinafter "Defendant 79"), Wendy and John Leonardos (hereinafter "Plaintiffs"),¹ and Additional Defendant Gerlach. Additional Defendant Gerlach's Motion is opposed solely by Plaintiffs.

Statements of Fact

On September 3, 1991, Defendant 79 entered into an agreement (hereinafter "Lease") whereby it would lease the property it owned at 2501 West 12th Street, Erie, Pennsylvania (hereinafter "Grocery Store"), to Giant Eagle, Incorporated (hereinafter "Giant Eagle"). *Defendant Zegarelli Motion for Summary Judgment, Ex. A.* On April 24, 1992, Giant Eagle subsequently entered into an agreement (hereinafter "Sublease") whereby it would sublease the Premises to Defendant Zegarelli. *Id.* In August of 2005, Defendant 79 and Additional Defendant Gerlach entered into a contractual agreement (hereinafter "Agreement") whereby

¹ The present litigation largely focuses on Plaintiff Wendy Leonardos. Therefore, while "Plaintiffs" refers to both Wendy and John Leonardos, "Plaintiff" shall hereinafter refer only to Wendy Leonardos unless otherwise noted, e.g., "Plaintiff John Leonardos."

Additional Defendant Gerlach was to remove ice and snow from the parking lot and sidewalk outside of the Grocery Store (hereinafter "Premises"). 79 *Realty Corp. Complaint Against Additional Defendant Gerlach*, ¶ 6, Ex. C.

On December 20, 2005, Plaintiff slipped and fell on the Premises while attempting to walk up a ramped cut-out in the sidewalk. *Complaint*, ¶¶ 14-15; *Defendant Zegarelli Brief in Support of Motion for Summary Judgment*, p. 3. Plaintiff alleges to have sustained various injuries as a direct result of her fall, which was itself the result of the unsafe and dangerous condition of the Premises. *Complaint*, ¶ 20. Specifically, Plaintiff contends she now suffers from a dislocated and fractured right hip, which has required surgery and extensive medical treatment, and will continually call for ongoing medical care expenditures. *Id.* at 21.

Analysis of Law

Any party may move for summary judgment, in whole or in part, after the relevant pleadings are closed. *See, Ertel v. The Patriot-News Co.*, 674 A.2d 1038 (Pa. 1996); *cert. denied*, 519 U.S. 1008 (1996). Summary judgment is appropriate when the facts contained in the record² are so clear that reasonable minds could not differ as to whether: genuine issues of material fact exist with regard to a necessary element of the cause of action or defense (that could be established by additional discovery or expert report); or whether an adverse party (who will bear the burden of proof at trial) has produced evidence of facts essential to their prima facie cause of action or defense which would require the issues be submitted to a jury. *Pa.R.C.P. 1035.2*; *Stimmler v. Chestnut Hill Hosp.*, 981 A.2d 145, 153-54 (Pa. 2009); *Weaver v. Lancaster Newspapers, Inc.*, 926 A.2d 899 (Pa. 2007).

It is the moving party's burden to prove summary judgment is appropriate, and all doubts as to such shall be resolved against it. *See, Ertel*, 674 A.2d at 1041. However, this is not to say the nonmoving party may rest upon the mere allegations or denials of its pleadings, but must set forth by affidavit, or otherwise, specific facts showing summary judgment is not appropriate. *See, Id.* at 1042; *Burger v. Owens III., Inc.*, 966 A.2d 611, 619-20 (Pa. Super. 2009).

The Court must not only examine the record in a light most favorable to the nonmoving party, but it must also accept as true all well-pled facts in the nonmoving party's pleadings. *Brecher v. Cutler*, 578 A.2d 481, 483-84 (Pa. Super. 1990); *citing, Green v. K & K Ins. Co.*, 566 A.2d 622, 623 (Pa. 1989). To that end, the Court has viewed the record in a light most favorable to the nonmoving parties, and has weighed applicable law as it relates to the facts of this case along with the merit

² The "record" includes: pleadings, depositions, answers to interrogatories, admissions on file, together with the affidavits, and reports signed by an expert witness that would, if filed, comply with Civil Rule 4003.5(a)(1), whether the reports have been produced in response to interrogatories. *Pa.R.C.P. 1035.1*.

of the arguments presented by each of the parties in determining whether summary judgment is proper as to Defendant Zegarelli and Additional Defendant Gerlach's respective Motions.

Defendant Zegarelli contends it is entitled to judgment as the Lease and Sublease show Defendant 79 retained control of the section of the Premises where Plaintiff fell, and thus was the only entity that owed her a duty. *Defendant Zegarelli Brief in Support of Motion for Summary Judgment*, p. 8. Therefore, in order to determine whether Defendant Zegarelli is entitled to its requested relief, the Court shall specifically address if genuine issues of fact exist as to whether Defendant 79 retained such control pursuant to the Lease and Sublease,³ thus owing Plaintiff a duty of care.

A lessor not in possession of its leased property typically is not liable for injuries sustained upon that property. *See, Bleam v. Gateway Profl Ctr. Assocs.*, 636 A.2d 172, 174 (Pa. Super. 1993). However, a lessor retaining control over all, or a part of, leased property may be liable to others lawfully thereon⁴ for physical harm caused by a dangerous condition, if the lessor - by the exercise of reasonable care - could have discovered and eliminated both the condition and the unreasonable risk involved therein. *Id.*; *see also, Restatement (Second) of Torts* §§ 343, 360. The leased property at issue, i.e., the Premises, is defined under the Lease and Sublease, both of which the Court, as a matter of law, has the authority to interpret provided it finds the terms contained therein are unambiguous. *See, Kripp v. Kripp*, 849 A.2d 1159, 1163 (Pa. 2004); *DeFazio v. Gregory*, 836 A.2d 935, 940 (Pa. Super. 2003). Conversely, if the Court finds the Lease and Sublease's terms to be ambiguous, i.e., reasonably capable of two different interpretations, the resolution of the ambiguity is then an issue for the trier of fact. *See, Kripp*, 849 A.2d at 1163; *Walton v. Philadelphia National Bank*, 545 A.2d 1383, 1389 (Pa. Super. 1988); *Merriam v. Cedarbrook Realty, Inc.*, 404 A.2d 398, 402 (Pa. Super. 1978).

Giant Eagle's ability to enter into the Sublease with Defendant Zegarelli is permitted under Section 25 of the Lease, which provides Giant Eagle may "sublet all or any part of the Premises without the consent of [Defendant 79]." *Defendant Zegarelli Motion for Summary Judgment, Ex. A*. Pursuant to Section 5 of the Sublease,

[Giant Eagle] shall have no duty to perform any obligations of [Defendant 79] and shall under no circumstances be responsible or liable to [Defendant Zegarelli] for any . . . failure . . . on the part of [Defendant 79] in the performance of any obligations

³ The Court shall interpret the Lease and Sublease as one for purposes of this Opinion, as the Sublease unambiguously reads the Lease was "made a part [t]hereof" and that the Lease's terms remained in "full force and effect" under the Sublease. *Defendant Zegarelli Motion for Summary Judgment, Ex. A*.

⁴ "Lawfully thereon," i.e., with the consent of the lessee or a sublessee. *Restatement (Second) of Torts* §360.

under [the Lease], nor shall such default of [Defendant 79] affect [Defendant Zegarelli's] obligations hereunder.

Id. (emphasis added). Defendant 79's "obligations under the Lease" include keeping the Premises clean and free from snow and ice.⁵ *Id.* While such portions of the Lease and Sublease indicate Defendant 79 remains in control of the Premises via its obligations under the Lease, e.g., ice and snow removal under Section 14 of the Lease, Section 39 of the Lease provides its terms shall only "bind and inure to the benefit of [Defendant 79 and Giant Eagle], and their respective heirs, executors, administrators, successors and assigns." *Id.* Noticeably absent from this group are any respective "sublessees" of Defendant 79 or Giant Eagle. *Id.* Such an omission indicates one may interpret those duties bound to Defendant 79 under the Lease, are not consequently bound to it under the Sublease as Defendant Zegarelli is a sublessee of Giant Eagle.⁶

The Court finds the words contained in the above-noted sections of the Lease and Sublease create ambiguity wherein different interpretations may arise in regard to Defendant 79's retained control over the Premises via its duty to continue snow and ice removal therefrom. Bolstering such ambiguity, Defendant 79 and Defendant Zegarelli's actions following the execution of the Sublease indicate each party possessed differing interpretations of the Sublease and the duty arising therefrom, in that both assumed responsibility for snow and ice removal from the Premises.⁷ *Response to Motion for Summary Judgment, Ex. A, C; Appendix to Additional Defendant Gerlach's Motion for Summary Judgment, Exs. 1, 6.* Thus, ambiguity (as indicated by the differing interpretations) is strongly revealed through Defendant 79 and Defendant Zegarelli's

⁵ Section 1(j) of the Lease denotes "common areas" to be considered as, "all areas exterior to the Premises . . . which are available for the joint use and benefit of [Defendant 79], [Giant Eagle], and their respective . . . licensees, customers and other invitees, including but not limited to . . . passageways, sidewalks, entrances, exits, [etc.]." *Defendant Zegarelli Motion for Summary Judgment, Ex. A.* Using the ordinary meanings of the common words: "passageways;" "sidewalks;" "entrances;" and "exits," in corroboration with the precise definition of the Premises as defined in the Lease and Sublease, the Court finds the spot where Plaintiff fell was contained within the Premises.

⁶ A sublease does not affect the legal relationship, i.e., the privity of estate and of contract, between the original landlord and tenant (here, Defendant 79 and Giant Eagle). *See, Ottman v. Albert Co.*, 192 A. 897 (Pa. 1937). However, an assignment would affect the legal relationship between Defendant 79 and Giant Eagle in that it would create privity of estate and of contract, not between Defendant 79 and Giant Eagle, but between Defendant 79 and Giant Eagle's would-be assignee. *See, Id.* Thus, ignoring the previously-noted sections of the Lease and Sublease, Section 39 of the Lease indicates Defendant 79 owes no continued duty to fulfill its obligations of snow removal under the Lease to Giant Eagle's sublessee, Defendant Zegarelli.

⁷ Defendant 79 continued to assume control of the Premises and maintain responsibility for ice and snow removal throughout the Sublease by employing Additional Defendant Gerlach to remove snow and ice therefrom. *See, Appendix to Additional Defendant Gerlach's Motion for Summary Judgment, Exs. 1, 6.* Defendant Zegarelli assumed the same through not only contracting with Osterberg Refrigeration for maintenance of a heated ramp on the Premises for the purposes of removing ice and snow, but also through placing deicer/salt on the location where Plaintiff fell, if and when it might need it. *Response to Motion for Summary Judgment, Exs. A, C.*

actions. *See, Merriam v. Cedarbrook Realty, Inc.*, 404 A.2d 398, 402 (Pa. Super. 1978)(holding a party's actions following execution of a contract are indicative of his interpretation thereof).

Therefore, the Court finds the resolution of the present ambiguity and the determination as to which party, if any, breached its duty to Plaintiff to remove the alleged dangerous condition through exercise of reasonable care are issues best left to a jury as the trier of fact. Consequently, Defendant Zegarelli's Motion for Summary Judgment is denied, as a genuine issue of material fact exists as to whether Defendant 79 retained sole control of the Premises in regard to the obligation of snow and ice removal, and thus the only entity that owed a duty to Plaintiff.

Defendant 79 avers Plaintiff's injuries, if proven, were the result of Additional Defendant Gerlach's negligence, i.e., failure to adequately remove all accumulations of ice and/or black ice from the Premises as outlined in the Agreement. *Complaint Against Additional Defendant Gerlach*, ¶¶ 1-11. Therefore, in order to determine whether Additional Defendant Gerlach is entitled to its requested relief of judgment in its favor, the Court shall specifically address if genuine issues of material fact exist as to whether Plaintiff's injuries were the result of any alleged negligence on behalf of Additional Defendant Gerlach.

In order to set forth a prima facie claim of negligence, it must be shown, *inter alia*, an actor breached a duty of care it owed to the plaintiff. *See, Summers v. Giant Food Stores, Inc.*, 743 A.2d 498 (Pa. Super. 1999). Whether the actor owed the plaintiff a duty is determined by whether or not he may reasonably foresee the plaintiff might be injured as a result of his actions. *See, Dahlstrom v. Shrum*, 84 A.2d 289, 290-91 (Pa. 1951) (holding the risk to another reasonably perceived defines the duty to be obeyed). Additional Defendant Gerlach contracted to remove snow and ice from the Premises pursuant to the Agreement's express terms, which stated removal was to be done by snowplowing; salting; and sidewalk cleaning/ice melting.⁸ *Appendix to Additional Defendant Gerlach's*

⁸ The Agreement contains an exculpatory clause that reads, "plowing or salting of [the Premises] may not clear the area to the bare pavement and that slippery conditions may continue to [naturally] prevail . . . [Defendant 79] agrees to . . . hold harmless [Additional Defendant Gerlach] for any and all . . . suits that may arise as a result of this naturally occurring condition." *Appendix to Additional Defendant Gerlach's Motion for Summary Judgment, Ex. 1*. In order for an exculpatory clause to be interpreted and construed to relieve a person of liability for his acts of negligence, it must not only be part of a contract between persons relating entirely to their own private affairs, but also spell out the intention of the parties with the greatest of particularity and show the intent to release from liability beyond doubt by express stipulation and no inference from words of general import can establish it. *See, Princeton Sportswear Corp., v. H&M Assocs.*, 507 A.2d 339, 341 (Pa. 1986). The Agreement does not relate entirely to Additional Defendant Gerlach and Defendant 79's private affairs, in that it also latently relates to possible injuries of third parties, e.g., Plaintiff. Furthermore, the clause spells out the intention of the parties to release Additional Defendant Gerlach of liability that may result from suits arising out of naturally occurring conditions, but not naturally occurring conditions that may exist due to negligence. Therefore, the Court finds that the exculpatory clause in the Agreement cannot, alone, relieve [sic] Additional Defendant Gerlach of liability.

Motion for Summary Judgment, Ex. 1. Thus, it assumed a specific duty to Plaintiff, as she is a person who one may reasonably foresee might be injured by Additional Defendant Gerlach's failure to carry out the obligations under the Agreement. *See, Dahlstrom*, 84 A.2d at 290-91.

Despite the Agreement's terms that show Additional Defendant Gerlach was to clear the sidewalks on the Premises, Additional Defendant Gerlach admits it did not clear snow and ice from the spot where Plaintiff fell that day because it is "a properly-working heated sidewalk," warmed by a heating system installed to melt any snow that fell thereon, and therefore not necessary. *Additional Defendant Gerlach's Motion for Summary Judgment*, ¶¶ 11-12, 25. While the Court makes no determination as to the efficacy of this particular heating system, it does note the record nevertheless shows that a Mr. John Lorenzo⁹ observed black ice at this spot, i.e., the spot of Plaintiff's fall. *Appendix to Additional Defendant Gerlach's Motion for Summary Judgment, Ex. 5.*

The record shows Additional Defendant Gerlach assumed the duty to clear the Premises of ice and snow, and - regardless of its reasons - admittedly failed to do so on the spot of Plaintiff's fall. Furthermore, Mr. Lorenzo testified to the presence of ice at this spot. While the ice's existence may very well be a natural condition, the Court finds it is a natural condition that reasonable minds may determine would not have existed provided Additional Defendant Gerlach met the duty it assumed at the signing of the Agreement. Therefore, the Court finds the provided evidence reveals reasonable minds may differ as to whether Additional Defendant Gerlach breached its duty to Plaintiff. Additional Defendant Gerlach's Motion for Summary Judgment is consequently denied as there exists genuine issues of material fact as to whether Plaintiff's injuries were the result of any alleged negligence on behalf of Additional Defendant Gerlach.

ORDER

AND NOW, TO-WIT, this 3rd day of February, 2010, it is hereby **ORDERED, ADJUDGED, and DECREED** that, for the reasons set forth in the foregoing Opinion, both Defendant Zegarelli and Additional Defendant Gerlach's respective Motions for Summary Judgment are **DENIED**.

BY THE COURT:

/s/ **Shad Connelly, Judge**

⁹ John Lorenzo was deposed by Additional Defendant Gerlach as he was a witness to Plaintiff's fall. *Appendix to Additional Defendant Gerlach's Motion for Summary Judgment, Ex. 5.*

BANKRUPTCY NOTICE

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

IN RE: DOUGLAS M. SMITH
AND LINDA L. SMITH, Debtors

DOUGLAS M. SMITH

LINDA L. SMITH, Movants

vs.

CHASE HOME FINANCE,
LLC, BANC ONE FINANCIAL
SERVICES, INC., ERIE COUNTY
TAX CLAIM BUREAU, and
RONDA J. WINNECOUR,
CHAPTER 13 TRUSTEE,

Respondents

BANKRUPTCY NO. 06-11183-TPA
CHAPTER NO. 13

NOTICE OF NONEVIDENTIARY

HEARING ON MOTION TO
SELL PROPERTY

Douglas M. Smith and Linda L. Smith, the debtors in this bankruptcy matter, seek an order to sell the debtors' residence located at 11607 Cherry Hill Road, Conneaut Township, Erie County, PA for \$65,000.00. The hearing shall take place on June 2, 2010, at 2:30 p.m. before Judge Agresti in the Bankruptcy Court Room, U.S. Courthouse, 17 South Park Row, Erie, PA 16501. The Court will entertain higher offers at the hearing. The gross sale price must be paid promptly at the closing for this sale. Examination of the property or further information can be obtained by contacting debtor's attorney.

Gary V. Skiba, Esq.
345 West 6th Street
Erie, PA 16507
814/454-6345
Attorney for Debtors

May 14

CHANGE OF NAME NOTICE
IN THE COURT OF COMMON
PLEAS OF ERIE COUNTY,
PENNSYLVANIA

Docket No. 11783-10

In re: KELLY ANN DANN

Notice is hereby given that on April 26, 2010, a Petition was filed in the above named Court, requesting an order to change the name of Kelly Ann Dann to Kelly Ann Berie. The Court has fixed June 22, 2010 at 8:45 a.m. in Courtroom B at the Erie County Courthouse as the time and place for the hearing on said Petition, when and where all interested persons may appear and show cause, if any, why the prayers of the Petitioner should not be granted.

May 14

CHANGE OF NAME NOTICE
IN THE COURT OF COMMON
PLEAS OF ERIE COUNTY,
PENNSYLVANIA

Docket No. 10898-2010

In re: KRISTINA MARIE DAVIS

Notice is hereby given that on April 13, 2010, a Petition was filed in the above named Court, requesting an order to change the name of Kristina Marie Davis to Kristina Marie Anthony.

The Court has fixed May 19, 2010 at 8:45 a.m. in Courtroom H at the Erie County Courthouse as the time and place for the hearing on said Petition, when and where all interested parties may appear and show cause, if any, why the prayers of the Petitioner should not be granted.

May 14

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 or Fictitious Name." Said Certificate contains the following information:

FICTITIOUS NAME NOTICE

1. Fictitious Name: Grammy's Bulk Foods
2. Principal Business Address: 717

Rice Avenue, Girard, PA 16417

3. Name and address of party to the Registration: Paula A. Lojak, 701 Main Street, Girard, PA 16417

4. Application for Registration of Fictitious Name was filed with the Department of State under the Fictitious Name Act on or about March 26, 2010.

Raymond A. Pagliari, Esq.

558 West Sixth Street

Erie, Pennsylvania 16507-1129

May 14

FICTITIOUS NAME NOTICE

1. Fictitious Name: Reckless Computers

2. The address of the principal place of business is: 3712 Ardsely Drive, Erie, Pennsylvania 16506

3. The name and address of the parties to the registration are: Matthew Sickert, 3712 Ardsely Place, Erie, Pennsylvania 16506

4. The application for registration of the fictitious name was filed with the Department of State under the Fictitious Name Act on May 4, 2010.

Melissa M. Romero, Esq.

Agresti Law Firm

4934 Peach Street

Erie, Pennsylvania 16509

May 14

INCORPORATION NOTICE

Notice is hereby given that Cheer VIBE, Inc. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended.

Luigi P. Montagna, Esq.

1001 State Street, Suite 1400

Erie, PA 16501

May 14

INCORPORATION NOTICE

Notice is hereby given that Cheer Vibe All Stars, Inc. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended.

Luigi P. Montagna, Esq.

1001 State Street, Suite 1400

Erie, PA 16501

May 14

INCORPORATION NOTICE

Notice is hereby given that Millcreek Spirits and Heat, Inc. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended.

Luigi P. Montagna, Esq.

1001 State Street, Suite 1400

Erie, PA 16501

May 14

INCORPORATION NOTICE

Notice is hereby given that Nicholson Industrial Equipment, Inc. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.

Harold J. Bender, Esquire

340 Shenley Drive

Erie, PA 16505

May 14

LEGAL NOTICE

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE
IN THE COURT OF COMMON
PLEAS OF ERIE COUNTY,
PENNSYLVANIA
CIVIL ACTION - LAW
NO. 15578-09

US BANK NATIONAL
ASSOCIATION, AS TRUSTEE
FOR THE BNC MORTGAGE
LOAN TRUST 2006-2

vs.

UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS,
AND ALL PERSONS, FIRMS,
OR ASSOCIATIONS CLAIMING
RIGHT, TITLE OR INTEREST
FROM OR UNDER
SALVATORE V. IZZO,
DECEASED

NOTICE

TO UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND
ALL PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING
RIGHT, TITLE OR INTEREST
FROM OR UNDER SALVATORE
V. IZZO, DECEASED:

You are hereby notified that on DECEMBER 11, 2009, Plaintiff, US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BNC MORTGAGE LOAN TRUST 2006-2, 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. 15578-09. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 11725 PEABODY ROAD, NORTH EAST, PA 16428 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 14

LEGAL NOTICE

THE SCHOOL DISTRICT

CITY OF ERIE, PA

Administration Office Building

148 West 21st Street

Erie, PA 16502

NOTICE TO BIDDERS

The School District of the City of Erie, 148 West 21st Street, Erie, PA 16502 will receive SEALED BIDS for Gasoline up to Thursday, June 24, 2010 at 1:30 p.m., Daylight

Savings Times, and will be opened in the Board Room in accordance with the bid forms and specifications to be obtained from the Purchasing Department.

Robin Smith

Secretary

May 14, 21, 28



Join us **Monday, June 7**, at the Bayfront Convention Center for *one, two or all three* of these timely and informative seminars delivered by PBA's Ellen Freedman.

Ellen serves as the Law Practice Management Coordinator for the Pennsylvania Bar Association. In that capacity she assists Association members with management issues and decisions on the business side of their practice, including technology, bookkeeping procedures, human resources, marketing, risk management, setting up a practice and more.



ECBA LIVE SEMINARS PRESENTED IN COOPERATION WITH THE ECBA SOLO/ SMALL FIRM DIVISION

“Time Management for Solo & Small Firm Attorneys”

8:30 - 10:00 am (Reg. 8:15 am)

\$45 (ECBA member/staff) \$65 (nonmember)

1.5 hours substantive CLE

This fast-paced session will provide solid tips, tools and tricks for taming information overload, managing projects, maintaining effective communications with clients and staff and working smarter instead of harder.

“Financial Management in a Troubled Economy”

10:15 - 11:45 am (Reg. 10:00 am)

\$45 (ECBA member/staff) \$65 (nonmember)

1.5 hours substantive CLE

Challenging times require firms and offices to tighten belts, increase efficiency, decrease risk of defection, examine compensation and bill practices and more. Learn how an office can deal with the “feast or famine” income cycle. Failing to take a proactive stance to maintain and improve your financial strength can prove to be a fatal oversight. Learn what you should be doing and how. Those attending this program will also receive a list of financial software suggestions.



PRESENTED
IN COOPERATION WITH THE
ECBA CIVIL LITIGATION SECTION

What are the top technologies employed by law firms/offices? Is your firm/office using the tools available to build leverage and effectively service clients? What should you be aware of that is on the horizon?

“The Top Legal Technologies”

11:45 - 12:30 (lunch)

12:30 - 2:00 pm (seminar)

\$45 (ECBA member/staff) \$65 (nonmember)

1.5 hours substantive CLE

Package Deal

attend all three seminars & lunch

\$109 (ECBA member/staff) \$156 (nonmember)

*Each seminar individually - \$45/member; \$65/nonmember
If you are attending ANY individual seminar, you may also attend lunch.*



Reservations due to the ECBA office no later than Wednesday, June 2.

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. 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
SHERIFFS 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. 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. 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 French 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 Conesco 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

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**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**.

2010 ESTATE

ACCOUNTANT

ATTORNEY

225. Audrey C. Hirt	National City Bank, successor by merger	
	PNC Bank N.A. & Laural A. Hirt, Trs.	The McDonald Group, LLP
253. Audrey C. Hirt	National City Bank, successor by merger	
	PNC Bank N.A. & Laural A. Hirt, Exrs.	The McDonald Group, LLP

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

May 7, 14

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

GRETTLER, JEFFERY A., a/k/a JEFFREY A. GRETTLER, deceased

Late of the Township of Girard, County of Erie, State of Pennsylvania
Executrix: Dorothy E. Grettler, 11050 Cross Station Road, Girard, Pennsylvania 16417
Attorney: James R. Steadman, Esq., 24 Main St. E., Girard, Pennsylvania 16417

KONZEL, KATHRYN A., deceased

Late of the Township of Greene, County of Erie and Commonwealth of Pennsylvania
Co-Executrices: Kathryn Cage and Mary Nelson, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508
Attorney: Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

KULYK, ELIZABETH R., a/k/a BETTY R. KULYK, a/k/a ELIZABETH JANE ROGERS KULYK, deceased

Late of Conneaut Township, Albion, PA
Executor: Lawrence W. Kulyk, 42 Umburn Drive, Albion, PA 16401
Attorney: Heidi Rai Stewart, Esquire, Houston Harbaugh, PC, Three Gateway Center, 401 Liberty Avenue, 22 Floor, Pittsburgh, PA 15222-1005

MAYNARD, LUCILLE V., a/k/a LUCILLE MAYNARD, deceased

Late of Fairview Township
Executors: John A. Maynard and Charles E. Maynard, c/o 332 East 6th Street, Erie, PA 16507-1610
Attorney: Evan E. Adair, Esq., Williams & Adair, 332 East 6th Street, Erie, PA 16507

RICCIUTI, HENRIETTA E., deceased

Late of Millcreek Township
Executor: Ronaleen R. Roha, 4701 Rodman St., NW, Washington, DC 20016
Attorney: None

ROSE, BETTY E., deceased

Late of the Township of Fairview, County of Erie and Commonwealth of Pennsylvania
Executrix: Lisa M. Edwards, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508
Attorney: Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

SUNDELL, VIRGINIA S., deceased

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executrix: Kerri J. Clark, c/o Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507
Attorney: Gary H. Nash, Esquire, Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507

WEGMILLER, EDWIN L., a/k/a EDWIN LEE WEGMILLER, deceased

Late of Union City Borough, Erie County, Pennsylvania
Administratrix: Victoria Lynn Burns, 2207 Hare Road, Waterford, PA 16441
Attorney: Randy L. Shapira, Esq., 305 West Sixth Street, Erie, PA 16507

WELDON, VERA I., a/k/a VERA WELDON, a/k/a VERA HILLS WELDON, a/k/a VERA H. WELDON, deceased

Late of the Township of Springfield, County of Erie, State of Pennsylvania
Executor: Paul A. Weldon, Jr., 13300 Sanford Road, West Springfield, Pennsylvania 16443
Attorney: James R. Steadman, Esq., 24 Main St. E., Girard, Pennsylvania 16417

SECOND PUBLICATION

BAILEY, LOUISE M., deceased

Late of the Township of Harborcreek, 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

THIRD 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

CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

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