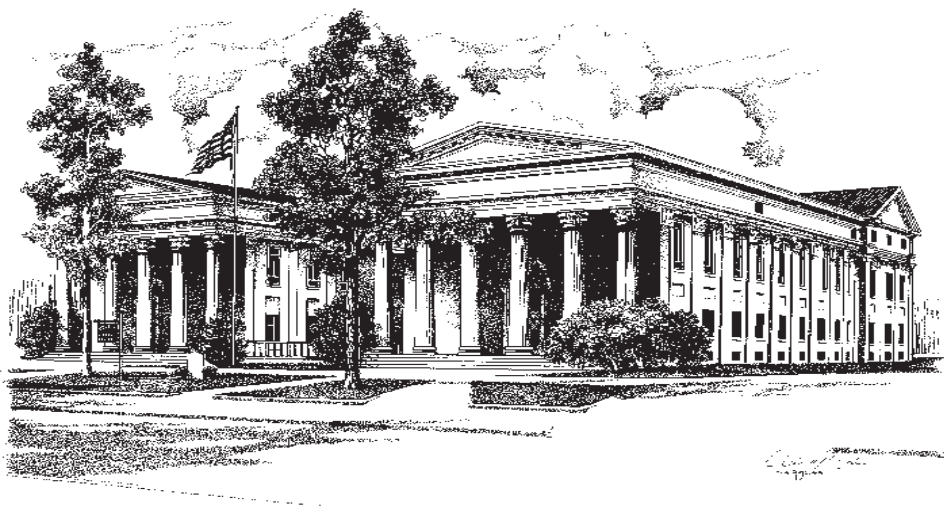


*Erie  
County  
Legal  
Journal*

August 13, 2010

Vol. 93 No. 33

USPS 178-360



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In the United States Bankruptcy Court for the Western District of Pennsylvania  
In re Lockwood Auto Group, Inc.

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# 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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### FRIDAY, AUGUST 13, 2010

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PBI Groupcast Seminar

Erie County Bar Association

8:30 a.m. - 3:30 p.m. (8:00 a.m. reg.)

*Lunch Included*

\$344 (member) \$324 (admitted after 1/1/06)

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\$319 (member) \$299 (admitted after 1/1/06) \$339 (nonmember)

5 hours substantive / 1 hour ethics

### TUESDAY, AUGUST 17, 2010

#### *Can Settlement Funding and Litigation Expense Funding be done Ethically in Pennsylvania?*

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 ethics

### THURSDAY, AUGUST 19, 2010

#### *ECBA Young Lawyers Zoo Picnic*

Glenwood Park and Erie Zoo

12:00 p.m. - 1:45 p.m. picnic at Glenwood Park

1:45 p.m. - close - explore zoo, enjoy special presentation by zoo staff and a train ride

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\$4 p/adult and \$3 p/child without Zoo Membership

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#### *14th Annual Insurance Institute*

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Erie County Bar Association

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

\$149 (member) \$129 (admitted after 1/1/06)

\$169 (nonmember)

6 hours substantive

### TUESDAY, AUGUST 31, 2010

#### *Ethical Considerations for Marketing Your Law Practice with Social Networking Sites*

PBI Video Seminar

Erie County Bar Association

9:00 a.m. - 10:00 a.m. (8:30 a.m. reg.)

\$49 (member) \$59 (nonmember)

1 hour of ethics

### MONDAY, SEPTEMBER 20, 2010

#### *Income Tax Planning of Closely Held Businesses*

PBI Groupcast Seminar

Erie County Bar Association

9:00 a.m. - 5:00 p.m. (8:30 a.m. reg.)

\$274 (member) \$254 (admitted after 1/1/06)

\$294 (nonmember)

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\$249 (member) \$229 (admitted after 1/1/06) \$269 (nonmember)

7 hours substantive

### TUESDAY, SEPTEMBER 21, 2010

#### *How to Prepare the Fiduciary Income & Decedents*

*Final Lifetime Income Tax Return*

PBI Groupcast Seminar

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)

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## IN MEMORIAM

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**JAMES R. JENKS**  
*September 10, 1934 - July 28, 2010*

*James R. Jenks passed away at his residence unexpectedly on July 28, 2010 at the age of 75. He was born in Erie on September 10, 1934, son of the late Ralph and Mildred C. Bright Jenks.*

*Jim spent his childhood in Erie and West Springfield, Pennsylvania. He graduated from Springfield Township High School in 1952 and went on to attend Gannon College. After graduating from Gannon, he fulfilled his R.O.T.C. obligations serving with the U. S. Army in the States during the Viet Nam War. He then attended Georgetown Law School in Washington D.C. and upon graduation in 1963, he returned to Erie to practice law.*

*Jim married Janet E. Welsh on October 11, 1958. They lived in Lawrence Park where they raised four children.*

*In addition to his parents and wife Janet, Jim was preceded in death by an infant daughter, Ellen. He is survived by a brother, Ralph Jenks and his wife, Wanda; his daughters, Melissa Houghton and husband Richard, Kate Widmann and husband Dan; his sons, Samuel Jenks and wife Tammy, and Benjamin Jenks and wife Tracy. He is also survived by grandchildren, Andrew and Charlotte Houghton, Maeve and Liam Widmann, as well as several nieces, nephews and cousins.*



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

NOTICE

In Re: Court Closure

Please be advised that the Clerk's Office of the United States Bankruptcy Court for the Western District of Pennsylvania will be closed on Monday, September 6, 2010, in observance of Labor Day.

John J. Horner  
Clerk of Court

Aug. 13

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**IN RE:**  
**LOCKWOOD AUTO GROUP, INC., Debtor**  
**RICHARD W. ROEDER, Plaintiff**  
**v.**  
**BARBARA A. LOCKWOOD and FIRST NATIONAL BANK**  
**OF PENNSYLVANIA, Defendants**

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT  
OF PENNSYLVANIA Case No. 05-13558-TPA Chapter 7  
Adv. No. 06-1100 Related to Document No. 84

Appearances: John M. Steiner, Esq., for the Debtor  
Richard W. Roeder, Esq., Chapter 7 Trustee, Plaintiff  
John C. Melaragno, Esq., for the Defendant Barbara Lockwood  
James R. Walczak, Esq., for the Defendant First National Bank

**MEMORANDUM OPINION**

Presently before the Court is a *Motion for Summary Judgment* (“Motion”), Document No. 84, filed by Defendant First National Bank of Pa. (“FNB”). After consideration of the various filings by the Parties, the Court will deny the *Motion* for the reasons provided below.<sup>1</sup>

**FACTUAL AND PROCEDURAL BACKGROUND**

The relevant, underlying facts were previously set forth by this Court in an opinion on prior cross-motions for summary judgment. See *Memorandum Opinion and Order of May 31, 2007* (“2007 Opinion”), Document No. 32.<sup>2</sup> Familiarity with the facts is assumed and factual details will not be restated here except as necessary. Very briefly, the case involves a series of similar triangular transactions that occurred between 2002 and 2005 among the Debtor Lockwood Auto Group, Inc (“LAG”), its principal shareholder Barbara A. Lockwood (“Lockwood”), and FNB. The transactions arose in the context of LAG’s operation of a dealership selling DaimlerChrysler Motors Corporation vehicles which were financed through DaimlerChrysler Financial Services North America, LLC (“Daimler”).

In late 2002, early 2003, Daimler became concerned about the financial stability of LAG. In February 2003 Daimler entered into a “Recapitalization Agreement” with LAG and Lockwood that required additional capital to be invested into LAG. Plaintiff, Richard W. Roeder, the Chapter 7 Trustee (“Trustee”) alleges that the transactions at issue were done to make it appear that LAG had the necessary additional capital to remain viable when it actually did not.

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<sup>1</sup> The Court’s jurisdiction under 28 U.S.C. §§157 and 1334 was not at issue. This is a core proceeding pursuant to 28 U.S.C. §§157(b)(2)(K) and (O).

<sup>2</sup> The 2007 *Opinion* was authored by the Honorable Warren W. Bentz. Judge Bentz retired effective September 22, 2009, at which time the case was reassigned to the Undersigned.

Generally, the transactions were all structured as follows: Lockwood borrowed funds from FNB and then invested them into LAG, which immediately used the invested funds to secure a certificate of deposit (“CD”) from FNB. LAG in turn pledged the CD to FNB as security for the loan that Lockwood had taken out. The invested funds in the form of the CD were shown as capital on LAG’s balance sheet, with no indication that it was fully-pledged to FNB. The Trustee alleges that these were financially meaningless transactions whose only purpose was to create the illusion on LAG’s financial statements that it possessed additional, available capital to meet the requirements of the Recapitalization Agreement. Shortly after the bankruptcy petition was filed, FNB applied the then-current CD (CD No. 100806034 for \$200,000) to satisfy Lockwood’s loan obligation.

The *Complaint* originally filed by the Trustee laid out the key facts and requested turnover from FNB but was rather vaguely written as far as the legal theory being pursued against FNB. In the *2007 Opinion*, the Court granted summary judgment in favor of the Trustee on fraudulent transfer grounds pursuant to *11 U.S.C. §548*, requiring FNB to turn over the proceeds of the CD to the Trustee. FNB appealed to the District Court. One of the issues on appeal was whether the basis for the *2007 Opinion* was *Section 548(a)(1)(A)* (actual intent to hinder defraud or delay), or *Section 548(a)(1)(B)* (constructive fraud). The District Court reversed in an Opinion dated March 20, 2008, Document No. 56 (“District Court Opinion”). The District Court found that the *2007 Opinion* was premised on constructive fraud. It then went on to hold that this Court had erred in determining that FNB had not given reasonably equivalent value in exchange for the pledge of the CDs, finding instead, that LAG had received an “indirect benefit” in exchange for its pledge of the CDs to FNB. Since proving a “constructive fraudulent transfer” under *Section 548(a)(1)(B)* requires that there be no equivalent value, the District Court found that the facts in this case do not support such a claim. However, that was not the end of the matter.

The District Court also noted that during the course of the litigation the Trustee had articulated several other possible theories to support recovery of the CD proceeds from FNB, including actual fraud under *Section 548(a)(1)(A)* and equitable subordination. The District Court therefore remanded this matter to this Court for consideration of those alternative theories. After the remand, the Trustee was given leave to file an amended complaint.

On September 16, 2008, at Document No. 69, the Trustee filed his *Amended Complaint*. The *Amended Complaint* sets forth three counts: Count I (fraudulent transfer (actual fraud) under the Pennsylvania Uniform Fraudulent Transfer Act Law (“PUFTA”), *12 Pa. C.S.A. §5101, et. seq.*), Count II (fraudulent transfer (actual fraud) under *Section 548(a)(1)(A)*), and Count III (equitable subordination under *11 U.S.C. §510*). The Defendants answered the *Amended Complaint*, and thereafter, the Parties engaged in discovery.

On June 22, 2009, FNB filed the *Motion* presently under consideration. The Trustee has responded and both sides have filed briefs. The Trustee was also given leave to hire a financial services consultant to serve as an expert on September 3, 2009. On January 15, 2010, he filed an *Offer of Proof*, Document No. 114, setting forth the expected testimony of the consultant. The *Offer of Proof* also listed the areas of inquiry the Trustee plans to explore in a proposed deposition of David Slomski, the FNB Vice President of Business

Banking who was involved in the transactions at issue.<sup>3</sup> On February 3, 2010, FNB filed a *Reply* to the *Offer of Proof*. The *Motion* is now ripe for decision.

### ***Summary Judgment Standard***

For purposes of resolving a summary judgment motion, *Fed.R.Civ.P. 56* is made applicable to adversary proceedings through *Fed.R.Bankr.P. 7056*. Summary judgment is appropriate if the pleadings, depositions, supporting affidavits, answers to interrogatories and admissions that are part of the record demonstrate that there exists no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Fed.R.Bankr.P. 56(c)*, *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986). Summary judgment is appropriate if no material factual issue exists and the only issue before the Court is a legal issue. *Earth Data Int'l. of N.C., L.L.C. v. STV, Inc.*, 159 F. Supp.2d 844 (E.D. Pa. 2001); *In re Air Nail Co., Inc.*, 329 B.R. 512 (Bankr. W.D. Pa. 2005). The test under *Fed.R.Civ.P. 56* is “whether the moving party is entitled to judgment as a matter of law.” *Med. Protective Co. v. Watkins*, 198 F.3d 100, 103 (3d Cir. 1999) (quoting *Armbruster v. Unisys Corp.*, 32 F.3d 768, 777 (3d Cir. 1994)).

In deciding a motion for summary judgment, the Court must construe the facts in a light most favorable to the non-moving party. *United States v. Isley*, 356 F.Supp.2d 391 (D.N.J. 2004). Once the moving party satisfies its burden of establishing a *prima facie* case for summary judgment, the non-moving party must do more than raise some metaphysical doubt as to material facts. *Boyle v. County of Allegheny*, 139 F.3d 386, 393 (3d Cir. 1998) (quoting *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586 (1986)). No issue for trial exists, in fact, unless the non-moving party can adduce sufficient evidence favoring it on the disputed factual issue such that a reasonable jury could return a verdict in its favor. *See Celotex*, 477 U.S. at 322.

## **DISCUSSION**

### ***Insufficient evidence of “knowledge” of, or “participation” in, fraud***

FNB first argues that summary judgment should be granted in its favor with respect to Counts I and II of the *Amended Complaint* because there is no evidence that it had any knowledge of or participated in the alleged fraud perpetrated by Lockwood and LAG against Daimler.<sup>4</sup>

FNB contends that in order for the Trustee to prove a claim of a fraudulent transfer based on actual fraud he must show that FNB had knowledge of the alleged fraud upon Daimler by LAG and/or Lockwood, and that FNB knew its actions would facilitate the alleged fraud. *See FNB Brief in Support of Summary Judgment*, Document No. 85 at 11 (hereinafter “FNB Brief”). FNB argues that the Trustee has not produced any evidence that shows FNB: was involved in the preparation of the financial statements submitted to

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<sup>3</sup> It might be asked why it is only now, at this rather late stage in the proceeding, that the Trustee is finally seeking to depose such a key witness as Slomski. As the Court understands it, the Trustee has maintained that he could not effectively depose Slomski until his request to employ a financial expert was approved, something which did not happen until September 2009. In any event, there has not previously been a discovery deadline set in the case, so the proposed deposition cannot be precluded on the ground that discovery has ended. Part of the Court’s *Order* resolving the *Motion* will set a discovery deadline.

<sup>4</sup> As indicated above, the District Court previously ruled that FNB gave reasonably equivalent value for the security interest it obtained in the LAG CD. Therefore, it is clear that the Trustee can assert no viable claim for constructive fraud and must proceed solely under a theory of actual fraud.



Daimler; knew LAG or Lockwood had made misrepresentations of their financial condition to anyone; or, ever communicated with Daimler. *FNB Brief* at 11. FNB points out that the only evidence of record as to any of these points is an affidavit by Slomski which denies any such knowledge or involvement.

The Trustee does not really dispute that claimed lack of any evidence to show that FNB was an active participant in or intended to engage in fraud against Daimler. Rather, the Trustee claims that the alleged “actual fraud” necessary in this case to support a fraudulent transfer claim was that done by the transferor, Lockwood/LAG.

The *Bankruptcy Code* and *PUFTA* mirror each other with respect to a cause of action to avoid a transfer based on the Debtor’s transfer of assets with an actual intent to hinder, defraud or delay creditors. *See 11 U.S.C. §548(a)(1)(A), 12 Pa. C.S.A. §5104(a)*. The Trustee is correct that the “actual intent” at issue here is that of the transferor, *i.e.*, Lockwood and LAG. *See In re Pers. & Business Ins. Agency*, 334 F.3d 239, 242 (3rd Cir. 2003) (actual fraud under *Section 548* occurs when the debtor makes the transfer with the intent to hinder, delay or defraud); *In re Rubin Bros. Footwear, Inc.*, 119 B.R. 416, 423 (S.D.N.Y. 1990) (plaintiff must show fraudulent intent on the part of the transferor rather than the transferee).

In order to ultimately prevail on Counts I and II the Trustee must prove that LAG/Lockwood acted with the intent to hinder, defraud or delay creditors. FNB has not pointed to any record evidence that it claims demonstrates an absence of an intent to hinder, defraud or delay on the part of LAG and Lockwood. On the other hand, the Trustee has submitted evidence showing that LAG and Lockwood did submit financial statements to Daimler which showed the CD as capital of LAG without also disclosing that it was fully encumbered by a security interest. (Affidavit of John Wegerzyn of Daimler at ¶¶ 5-7, attached to Document No. 92). Daimler claims it did not approve of the pledge to FNB and believed LAG had sufficient unencumbered capital when it received LAG’s financial statement. *Id.*

Although there may be a convincing explanation as to why the transactions at issue were done other than as a deceptive means for LAG to be able to show the required capital on financial statements that were supplied to Daimler, the Court has not yet heard or seen it. In keeping with the required treatment of summary judgment motions, and solely for the purpose of the *Motion*, the Court finds that the Trustee has provided evidence that, when viewed in the light most favorable to the Trustee as the non-moving party, is sufficient to support a finding of an “actual intent to hinder, delay and defraud” by LAG and Lockwood in connection with the transactions and the financial statements. *See also, e.g., Pryor v. Nat’l Collegiate Athletic Ass’n*, 288 F.3d 548, 563 (3d Cir. 2002) (questions of intent and state of mind are ordinarily not amenable to summary adjudication).

FNB has been named as a Defendant in this matter because of its status as a transferee of the allegedly fraudulent transfer. Again, the *Bankruptcy Code* and *PUFTA* are in agreement as to the treatment of transferees. *11 U.S.C. §548(c)* provides in relevant part:

...a transferee...that takes for value and in good faith has a lien on or may retain any interest transferred ...

*11 U.S.C. §548(c)*. For the corresponding provision under *PUFTA*, *see 12 Pa. C.S.A. §5108(a),(d)*. This is an affirmative defense with two elements, value and good faith, upon

which the transferee bears the burden of proof. *In re Foxmeyer Corp.*, 286 B.R. 546, 572 (Bankr. D. Del. 2002). In light of the District Court's previous decision in this case finding that FNB gave value in exchange for the security interest in the CDs, the only remaining substantive issue as to whether FNB has a viable affirmative defense to Counts I and II is thus, whether FNB took the transfer in "good faith."

The *Bankruptcy Code* does not provide a definition of a "good faith" transferee. Courts that have addressed the issue have concluded that the term defies an easy or precise definition, such that "good faith" defenses must be evaluated on a case-by-case basis. *In re Burry*, 309 B.R. 130, 136 (Bankr. E.D. Pa. 2004).

A helpful discussion of this issue appears in *Ameriserv Fin. Bank v. Commercebank, N.A.*, 2009 WL 890583 \*5-6 (W.D. Pa. 2009). After reviewing the law from this and other circuits, the *Ameriserv* court synthesized several key points concerning a good faith defense by a transferee in a fraudulent transfer case, whether under the *Bankruptcy Code* or *PUFTA*.

First, good faith is determined according to an objective or "reasonable person" standard, and not based on the subjective knowledge or belief of the transferee. Courts thus look to what the transferee objectively knew or should have known concerning the nature of the underlying circumstances involved with the transfer. *Id.* (citing *In re Bayou Group*, 396 B.R. 810 (Bankr. S.D.N.Y. 2008)). Second, once a transferee is on notice of suspicious circumstances regarding a transfer, it is obliged to conduct a diligent investigation which must "ameliorate" the issues that placed it on inquiry notice in the first place. The failure to do so can be fatal to a good faith defense. Third, among the non-exhaustive circumstances that may preclude a finding of good faith are notice of the transferor's fraudulent purpose, an underlying fraud, the transferor's unfavorable financial condition or insolvency, the improper nature of a transaction, and, the voidability of the transfer.

It is apparent that under this standard a transferee is not automatically protected by the good faith defense merely because it had no actual knowledge that a fraud was being perpetrated. The transfer can still be avoided as against the transferee if the circumstances were such that, as a reasonable person, it should have known that there was something suspicious about the transfer but failed to investigate. In that regard, the Trustee has submitted the *Offer of Proof* as to his financial consultant expert which provides that the expert will opine, *inter alia*, that FNB did not act within normal banking practices in connection with the July 2005 transaction.

FNB argues that the proposed expert testimony is an attempt by the Trustee to "manufacture" evidence to show FNB did not act in good faith. It argues that to allow such expert testimony would be, in effect, to allow testimony as to a determination as to FNB's subjective state of mind, a practice disfavored in the law. The Court views the proposed expert testimony differently.

As discussed above, the good faith test is based on an objective, not a subjective standard. Starting from that premise, it appears to the Court that the expert testimony as set forth in the Trustee's *Offer of Proof* would be designed to show that a reasonable bank should have known that the transaction in question was not within normal banking practices and was therefore suspect, thus triggering an obligation to make an investigation, and to refrain from the transaction if its concerns were not addressed. None of this has anything to do with the subjective state of mind of FNB or Slomski.

Furthermore, the question of what constitutes normal banking practice would seem to be just the sort of technical or other specialized knowledge that would assist the trier of fact in this case. *See, e.g., First Nat'l State Bank of N.J. v. Reliance*, 668 F.2d 725, 731 (3d Cir. 1981) (approving admission of expert testimony as to established customs in the banking industry in order to facilitate the determination as to whether bank acted in good faith).<sup>5</sup> For purposes of this *Motion* the Court will assume the proposed testimony would be admissible.

Given the anticipated expert testimony, together with the affidavit by John Wegerzyn of Daimler indicating that Daimler did not authorize a security interest in the CD and believed the working capital investment was unencumbered, the Court cannot conclude at this time for purposes of resolving the *Motion* that FNB has carried its burden of proof with respect to the good faith defense.<sup>6</sup> The Court concludes that resolution of this issue can only be made after further development of the facts, and in that regard the proposed deposition of Slomski by the Trustee is certainly relevant and will be permitted.

Before moving on to the next point, the Court must comment briefly on *In re Northern Merchandise, Inc.*, 371 F.3d 1056 (9th Cir. 2004), a case heavily relied on by FNB. The transaction at issue in that case was similar to what occurred here, and the court there did find that the bank had given value and acted in good faith. However, the contention by FNB that the facts in the present case are “indistinguishable” from *Northern Merchandise* is rejected. The debtor in that case did actually have use of the loan proceeds. Even more significantly, the loan in *Northern Merchandise* appears to have actually been designed as a means to infuse working capital into the debtor, not merely to give the appearance of additional capital to a third-party as is alleged to have occurred here with respect to Daimler. The District Court obviously concluded that *Northern Merchandise* was not dispositive on the good faith issue or it would not have remanded the case to this Court for further consideration of the actual fraud branch of the fraudulent transfer claim. This Court also finds *Northern Merchandise* to be clearly distinguishable and not the blanket “blessing” of this type of transaction as suggested by FNB.

### *Statute of Limitations*

FNB next argues that summary judgment should be granted in its favor as to Counts I and II on statute of limitation grounds. There is no dispute that the bankruptcy petition in this case was filed on October 3, 2005 and that the applicable statute of limitations under

---

<sup>5</sup> In its *Reply* in opposition to the Trustee’s *Offer of Proof*, FNB also suggests that the expert testimony summarized in the *Offer of Proof* may not be admissible under the standards of *Daubert v. Merrell Dow Pharm., Inc.*, 509 U.S. 579 (1993) and *Kumho Tire Co. v. Carmichael*, 526 U.S. 137 (1999), although no formal motion to that effect has been filed. See Document No. 116. The Court does not have an expert report or a deposition from the expert, Mr. Gardner, only the *Offer of Proof*. The Court’s ruling here is thus premised on essentially a paraphrase by the Trustee as to the expected testimony of the expert. On that basis, the Court finds, at least for purposes of deciding the within *Motion*, that the proffered opinion as to whether the transaction met normal banking standards would be admissible.

<sup>6</sup> Paragraph 24 of the *Amended Complaint* does give the Court some pause in reaching this conclusion. That Paragraph alleges that when Lockwood negotiated the CDs for LAG she told Slomski that Daimler had approved the arrangement as meeting their requirements. FNB admitted this Paragraph, and indeed if it is true it might well be strong evidence in favor of finding that FNB acted in good faith. However, Lockwood has denied this allegation in her *Answer* to the *Amended Complaint* and the Wegerzyn Affidavit states that Daimler did not authorize the “arrangement.” It is a close call, but the Court concludes that the question of what if anything Lockwood may have told FNB regarding Daimler’s knowledge of and approval of the arrangement is best treated as a material factual dispute, despite the allegation in the *Amended Complaint*.

*11 U.S.C. §546(a)* is two years from the date the petition was filed. There is likewise no dispute that the original *Complaint* was filed on May 9, 2006, well within the two-year period. However, the *Amended Complaint* was not filed until September 16, 2008, well after the two-year period had run, and it is considerably different from the *Complaint*.<sup>7</sup> The key issue, therefore, is whether Counts I and II of the *Amended Complaint* should be found to relate back to the *Complaint* for statute of limitation purposes.

“Relation back” is addressed in *Fed.R.Bankr.P. 7015*, incorporating *Fed.R.Civ.P. 15(c)*, and provides in relevant part:

**(c) Relation Back of Amendments**

**(1) When an Amendment relates Back.** An amendment to a pleading relates back to the date of the original pleading when:

(A) the law that provides the applicable statute of limitations allows relation back; [or]

(B) the amendment asserts a claim or defense that arose out of the conduct, transaction, or occurrence set out-or attempted to be set out-in the original pleading;

Relation back under *Rule 15(c)* “depends on the existence of a common ‘core of operative facts’ uniting the original and newly asserted claims.” *Mayle v. Felix*, 545 U.S. 644, 659 (2005). The key inquiry is whether the original pleading gave the defendant adequate notice of the conduct, transaction or occurrence that forms the basis of the claim or defense. As the Supreme Court has explained:

The rationale of Rule 15(c) is that a party who has been notified of litigation concerning a particular occurrence has been given all the notice that statutes of limitation were intended to provide. Although the Federal Rules of Civil Procedure do not require a claimant to set forth an intricately detailed description of the asserted basis for relief they do require that the pleadings “give the defendant fair notice of what the plaintiff’s claim is and the grounds upon which it rests.”

*Baldwin County Welcome Center v. Brown*, 466 U.S. 147, 150 (1984). In resolving FNB’s defense in this regard, the Court must therefore review the original *Complaint* and see if it provided FNB with sufficient notice of the underlying events constituting the operative facts in support of Counts I and II of the *Amended Complaint*.

Although the *Complaint* is not a model of drafting clarity, when reviewed under the applicable standard, it is clear that sufficient notice was provided. The *Complaint* refers explicitly to the transactions occurring in July 2004 and July 2005 and even provides the numbers of the pledged CDs in issue. *Complaint* at ¶¶ 6-7, 9-10. It alleges that these pledges were made with an actual intent to hinder, delay or defraud creditors. *Id.* at ¶ 17. The *Complaint* further refers to *11 U.S.C. §548(a)(1)*, which is the *Bankruptcy Code* provision setting forth both “strains” of fraudulent transfer, constructive and actual.

<sup>7</sup> When the Trustee sought leave of Court to file the *Amended Complaint* both Defendants initially opposed that request on grounds which included the same statute of limitations issue raised here. Subsequently, however, they agreed to consent to allow the *Amended Complaint* to be filed, but without waiving the right to raise the same issue later in the case. Thus, the statute of limitations question has been preserved and is properly before the Court.

It is true that the section of the *Complaint* directed specifically to FNB (*Id.* at ¶¶ 21-24) is entitled “turnover” and in its prayer for relief asks for judgment against FNB “[t]o turnover and surrender to plaintiff trustee the said asset or the proceeds therefrom” without explicitly mentioning fraudulent transfer (or anything else) as the basis for requiring such turnover. However, this section of the *Complaint* incorporates by reference the other part of the *Complaint*—which does provide the information noted above. Thus, when the entire *Complaint* is viewed as a whole it is evident that FNB had been named as a defendant because it was the transferee that had been the recipient of the alleged fraudulent transfer. *See City of Pittsburgh v. West Penn Power Co.*, 147 F.3d 256, 263 (3rd Cir. 1998) (“courts have an obligation in matters before them to view the complaint as a whole and to base rulings not upon the presence of mere words but, rather, upon the presence of a factual situation which is or is not justiciable.”).

Counts I and II of the *Amended Complaint* do nothing but provide some additional background and factual details concerning the transactions described in the *Complaint* and articulate legal theories as to why FNB should be required to turn over the proceeds from the CD.

The notice test under *Rule 15(c)* permits an amended pleading to “amplify” the original pleading by including additional factual details so long as the original pleading sets forth the basic conduct, transaction, or occurrence underlying the claims. *See, e.g., USX Corp. v. Barnhart*, 395 F.3d 161, 167-68 (3rd Cir. 2004) (amendments that restate the original claim by amplifying factual circumstances surrounding the pertinent conduct, transaction or occurrence fall within *Fed.R.Civ.P. 15(c)*). Furthermore, the notice test does not require that the prior complaint put the defendant on notice of new or additional legal theories that the plaintiff seeks to pursue, only the facts that support the new theories. *Adelphia Recovery Trust v. Bank of Am., N.A.*, 624 F. Supp. 2d 292, 333 (S.D.N.Y. 2009). *See also, U.S. ex. rel. Small Business Admin. v. Commercial Tech., Inc.*, 354 F.3d 378, 388 (5th Cir. 2003) (amended complaint asserting claim under Texas Uniform Fraudulent Transfer Act related back to date of original complaint asserting claim under Federal Debt Collections Procedure Act where both arose from transfer of same property); *In re Frank Santora Equip. Corp.*, 202 B.R. 543, 545-46 (Bankr. E.D.N.Y. 1996) (fraudulent conveyance claim in amended complaint related back where it and the preference claim in the original complaint arose from the same underlying transaction); *In re Caremerica, Inc.*, 409 B.R. 737 (Bankr. E.D.N.C. 2009) (amended complaint for fraudulent transfer and preference would relate back where it did not include new transfers or new defendants, but merely provided additional details and clarified claims for relief); *In re Global Crossing, Ltd.*, 385 B.R. 52 (Bankr. S.D.N.Y. 2008) (constructive fraudulent transfer claim in amended complaint related back to original complaint with preference claim where both sought to recover same prepetition payment); *In re Allou Distribs., Inc.*, 379 B.R. 5 (Bankr. E.D.N.Y. 2007) (amended complaint seeking to hold defendants liable as initial transferees, or as immediate or mediate transferees of alleged fraudulent transfers related back to original complaint where same individuals, entities, properties and transfers were the basis for allegations in the original and amended complaints).

FNB cannot plausibly claim to be unfairly surprised that it, as the transferee of an allegedly fraudulent transfer described in the *Complaint*, is now being pursued under a

claim of transferee liability. It is well-recognized that recovery from the transferee is one of the potential avenues for relief by a plaintiff pursuing a fraudulent transfer case. *See, e.g., United States v. Rocky Mountain Holdings, Inc.*, 2009 WL 564437 \*3 (E.D. Pa. 2009) (once creditor establishes existence of fraudulent transfer it may, *inter alia*, attach the transferred assets or other property of the transferee). The Court therefore finds that Counts I and II relate back to the *Complaint* under *Rule 15(c)*, i.e., they were filed within the time frame allowed by the applicable statute of limitations.

### ***One-year lookback***

FNB raises another “timing” issue that must be addressed, this one dealing solely with respect to the claim in Count II. At the time the original *Complaint* was filed, the fraudulent transfer provision in the *Bankruptcy Code* was subject to a one-year window, i.e., it only applied to transfers made within one year of the filing date of the petition. *See former 11 U.S.C. §548(a)(1)*.<sup>8</sup> Since the petition was filed on October 3, 2005, the “look back” provisions of *Section 548(a)(1)* can only reach fraudulent transfers occurring on or after October 3, 2004. FNB argues that the “transfer” that is at issue here took place in July 2004, outside the statutory window, with the events that occurred in July 2005 merely constituting a “renewal” that was not itself a transfer. The Trustee counters that July 5, 2005, is the critical date for purposes of the relevant transfer, a date well within the statutory window.

In support of its position FNB relies on *Section 548(d)(1)*, which provides in relevant part:

For the purposes of this section, a transfer is made when such transfer is so perfected that a bona fide purchaser from the debtor against whom applicable law permits such transfer to be perfected cannot acquire an interest in the property transferred that is superior to the interest in such property of the transferee...

FNB argues that it was “fully perfected at all times,” therefore the execution of a promissory note and assignment of CD on July 29, 2005, did not constitute a new transfer for purposes of *Section 548*. *See FNB Reply* in opposition to Trustee’s *Offer of Proof*, Document No. 116 at 3.

FNB’s attempt to invoke the protection of the one-year window by characterizing the July 2005 events as simply a “renewal” of the July 2004 transaction is not persuasive, at least based on the evidence that is before the Court on the *Motion*. The two promissory notes and the two CDs from the July 2004 loans do not contain any language about being “automatically renewed” at the end of their stated terms. *See Exhibits J, M and Q (Ex. G and O)* to FNB’s *Motion*.

When the \$200,000 promissory note (Loan No. 43704270) dated July 29, 2005, was signed, the July 16, 2004, \$100,000 promissory note (Loan no. 43141850) was already almost a month past its maturity date of July 1, 2005. The July 29, 2005 note is identified under a new loan number. It contains no language about being a “renewal” of the two July 2004 notes. (Ex. P to FNB’s *Motion*). Likewise, CD 100806034, created on July 27,

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<sup>8</sup> This section was subsequently amended to increase this window to two years, but the Parties do not dispute that the former one-year provision applies in this case.



2005, is identified under a new number without any indication about being a “renewal” or “rollover” of the two CDs from July, 2004. (Ex. S to FNB’s *Motion*<sup>9</sup>).

FNB will have an opportunity at trial to convince the Court that the subject CDs were continuously perfected from July 2004 until the time of filing the petition, but as of now, it has not presented sufficient evidence to justify a grant of the *Motion* on that basis as to Count II. On a more practical level, regardless of how the Court ultimately rules on the one-year “look back” issue with respect to Count II, the case will move forward as to the corresponding *PUFTA* claim in Count I (because it has a four year reach-back period) involving the very same issues. See *In re C.F. Foods, L.P.*, 280 B.R. 103, 109 (Bankr. E.D. Pa. 2002). That reality bolsters the Court’s conclusion that summary judgment should not be granted as to Count II.<sup>10</sup>

### *Equitable Subordination*

FNB also seeks summary judgment as to Count III, pleaded as a claim of “equitable subordination” under *Section 510* of the *Bankruptcy Code*. FNB argues that no such claim was included as part of the original *Complaint*. It further argues that the Trustee is improperly using *Section 510* to recover monies for the estate, in effect pleading a fraudulent

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<sup>9</sup> Interestingly, CD 100806034 itself notes that it is for a one-year term ending on July 27, 2006, and that it will automatically renew at the end of that term unless the owner, LAG, notifies FNB prior to the maturity date or within 10 days thereafter that it does not want the CD to renew. That does not help FNB to establish that CD 100806034 was a renewal of the two CDs from July 2004.

<sup>10</sup> The Court also has questions about the manner in which FNB obtained perfection of the CDs in this case. Both this Court, in the 2007 *Opinion*, and the District Court in the *District Court Opinion*, made statements indicating that FNB was perfected because the CD was a “deposit account” perfected by “control” in that the account was maintained at FNB. See 2007 *Opinion* at 9, *District Court Opinion* at 16. However, these remarks were made in passing without analysis, and do not seem to have been essential to the decisions, so they may be viewed as mere dicta and not the law of the case.

State law determines what is required to perfect an interest in property for purposes of *Section 548(d)(1)*. *Butler v. Lomas and Nettleton Co.*, 862 F.2d 1015, 1018 (3<sup>rd</sup> Cir. 1988); *In re Leonard*, 418 B.R. 477, 483 (Bankr. S.D. Fla. 2009). It is unclear under Pennsylvania law whether the July 2005 CD should properly be characterized as a “deposit account,” which is indeed perfected by control (see *13 Pa. C.S.A. §9314*), or as an “instrument,” which requires “possession” for perfection (*13 Pa. C.S.A. §9313*). A security interest in an instrument may also be perfected by the filing of a finance statement, but there is no evidence that was done in this case. This turns out to be a surprisingly involved question for a “certificated” CD such as the one at issue here. See *13 Pa. C.S.A. §§9102* (definition of “instrument”, and comment 12) and *3104(j)* (definition of “certificate of deposit”). It must be noted that the definition of “instrument” begins with the qualifying word “negotiable”. Given that the July 2005 CD states on its face that it is “Not Negotiable-Not Transferable”, it might be thought that would automatically take it out of the “instrument” category and make it a “deposit account” by default. That is not necessarily the case, however. As discussed in *McFarland v. Brier*, 850 A.2d 965, 975-77 (R.I. 2004), the majority view is that CDs with this type of legend are nevertheless considered “instruments” for *U.C.C. Article 9* purposes because such certificates are regularly transferred in the business world regardless of the putative “nontransferable” language. (The *McFarland* court noted that banks have a variety of reasons why they might mark a CD “nontransferable” for reasons wholly unrelated to their actual transferability in the commercial marketplace, for instance reserve and reporting requirements by the Federal Reserve Board). Unfortunately, the Court was not able to locate controlling authority as to whether Pennsylvania adheres to this majority view.

The above is of more than purely academic interest. If CD 100806034 from July 2005 is properly treated as an instrument, there is insufficient evidence of record at this time to establish that FNB ever had possession of it so as to perfect its security interest. FNB has submitted “collateral receipts” that appear to show that it did take possession of CDs 100593853 and 100597105 in connection with the July 2004 loan transactions. See *Trustee’s Responses to FNB Requests for Admission* 11, 26 (Exhibit Q to FNB’s *Motion*, Document No. 85). However, there is nothing of record to demonstrate that FNB took possession of CD 100806034. Moreover, even if possession of CD 100806034 were shown, there might be an additional problem. *13 Pa.C.S.A. §9313(d)* provides that if perfection of a security interest depends upon possession of the collateral by a secured party, perfection occurs “no earlier than the time the secured party takes possession.” Since the CD was not in existence until July 27, 2005, that would appear to mark the earliest possible date when FNB could have taken possession of it—well within the one-year look back period.

conveyance claim in the “guise of a claim for equitable subordination” not authorized by *Section 510*. Finally, FNB argues that there is no evidence that it had actual knowledge of or participated in any fraud and claims that, absent such evidence, the Trustee cannot prevail in his claim under Count III.

As to the first contention, it is undisputed that the Trustee failed to include a claim in the original *Complaint* based on equitable subordination. However, when he filed his *Motion for Summary Judgment* in November 2006, he did include an argument that subordination of FNB’s claim might be appropriate under *Section 510*. See Document No. 25 at 8-11. FNB responded to that contention, arguing that the facts of record did not support a claim of equitable subordination. See Document Nos. 28, 31. Although FNB also noted that this equitable subordination theory was not set forth in the *Complaint*, FNB did not argue that the Trustee was thereby barred from asserting it. However, when the case was appealed to the District Court, FNB did identify as an issue for appeal whether this Court had erred in permitting the Trustee to raise the equitable subordination argument. See *Appellant’s Statement of Issues on Appeal*, Document No. 47 at ¶4. The *District Court Opinion* recognized but declined to address the issue, leaving it for remand.

When the case was remanded, the Trustee was granted leave to file the *Amended Complaint*, which does explicitly include an equitable subordination claim in Count III. The Court finds that the filing of the *Amended Complaint* resolves any possible issue as to whether the Trustee is barred from pursuing this claim because it was not included in the original *Complaint*. FNB has not identified any statute of limitation or other timing question associated with this claim that would require an analysis as to whether this claim “relates back” to the original *Complaint*. Furthermore, discovery has been ongoing, so FNB cannot be said to have been prejudiced by allowing a claim to proceed upon which it had no opportunity to conduct discovery.

As to FNB’s second contention, the Court agrees that Count III is not artfully pled. The prayer for relief in Count III asks that “the proceeds of CD Account 100806034, plus interest, should be applied against claims filed in this matter and for such other further relief as the court deems just and proper.” The first part of this prayer is not an accurate characterization of “subordination,” which is an act of altering “the otherwise applicable priority” of a claim. 4 *Collier on Bankruptcy* at ¶ 510.01 (2008). The Court does not believe this is a sufficient reason to dispose of Count III by summary judgment. Paragraph 69 of the *Amended Complaint* (which states: “FNB’s claim to CD Account No. 100806034 should be equitably subordinated to those of other creditors”) does more accurately set forth the relief, if any, that would be available under Count III. Furthermore, the Court would have the power in any event to *sua sponte* invoke an equitable subordination remedy if warranted by the facts. See *In re Clamp-All Corp.*, 233 B.R. 198, 210-11 (Bankr. D. Mass. 1999).

FNB’s final contention is that Count III must be dismissed because there is no evidence that it had actual knowledge of or participated in any fraud. The standard for imposing equitable subordination, even as to non-insider creditors, is not that rigid. The standard is not necessarily one of fraud, but of “inequitable conduct”, a more flexible inquiry developed on a case by case basis. *In re Winstar Commuc’s, Inc.*, 554 F.3d 382, 411 (3d Cir. 2009). If the creditor is a non-insider, the evidence must show “more egregious conduct such as fraud, spoliation or overreaching.” *Id.* at 412. This would seem to be a similar inquiry as



with respect to the “good faith” defense under Counts I and II, and for the same reasons as were required previously, summary judgment will be denied here.

**CONCLUSION**

By the *Amended Complaint* and the *Offer of Proof* the Trustee has essentially alleged that FNB engaged in the loan transactions when, by standards of normal banking practices, it knew or should have known that it was helping to create a false illusion that LAG had more capital than it really did. This “illusion” resulted in the Debtor’s business being allowed to continue in existence longer than it would have otherwise, all to the detriment of creditors. The Trustee has submitted some evidence to the effect that Daimler relied on this “illusion” in determining whether LAG was in financial compliance (Document No. 92, Wegerzyn Affidavit, Ex. A), and the Trustee is seeking to take the deposition of Slomski to ask him questions about the transactions. Viewing the evidence in the light most favorable to the Trustee, the Court cannot conclude at this time as a matter of law that fraudulent transfer and/or equitable subordination would not be established under the facts presented.

For the above reasons, FNB’s *Motion* will be denied. The Trustee will be permitted to take the deposition of David Slomski. Additionally, the Court will enter a discovery schedule designed to move the case toward trial.

An appropriate Order follows.

**ORDER**

*AND NOW*, this *14th* day of *May, 2010*, for the reasons set forth in the accompanying *Memorandum Opinion*, it is ***ORDERED, ADJUDGED and DECREED*** that,

- (1) The ***Motion for Summary Judgment*** filed by Defendant First National Bank of Pennsylvania at Document No, 84 is **DENIED**.
- (2) Plaintiff is permitted to take the deposition of David Slomski on the topics as set forth in the *Offer of Proof*, Document No. 114, and pursuant to the *Pretrial Scheduling Order* also being entered this date.

**BY THE COURT:**

*/s/ Thomas P. Agresti, Chief Judge*  
**United States Bankruptcy Court**

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**CERTIFICATE OF AUTHORITY**

CHARLTON INVESTMENTS, INC. has obtained a Certificate of Authority with the Pennsylvania Department of State under the provisions of the Business Corporation Law of 1988. CHARLTON INVESTMENTS, INC. was originally incorporated under the laws of the Commonwealth of Virginia with its address at 4701 Cox Road, Suite 301, Glenn Allen, VA 23060-6802. CHARLTON INVESTMENTS, INC. is proposed to have its registered office in this Commonwealth of Pennsylvania located at 4307 East South Shore Drive, Erie, PA 16511. Knox McLaughlin Gornall & Sennett, P.C. 120 West Tenth Street Erie, Pennsylvania 16501

Aug. 13

**DISSOLUTION NOTICE**

**NOTICE OF WINDING UP PROCEEDINGS OF ON-TIME INSTALLATIONS, INC., A PENNSYLVANIA BUSINESS CORPORATION**

Notice is given that On-Time Installations, Inc., a Pennsylvania business corporation with its registered office located at 2250 Powell Avenue, Erie, Pennsylvania, is dissolving and winding up its business under the provisions of the Business Corporation Law of 1988 as amended.

John J. Estok, Esq.  
The McDonald Group, LLP  
456 West 6th Street  
Erie, PA 16507  
(814) 456-5318

Aug. 13

**LEGAL NOTICE**

**IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA CIVIL ACTION-LAW NO. 13980-09**

NOTICE OF ACTION IN MORTGAGE FORECLOSURE

NATIONAL CITY REAL ESTATE SERVICES, LLC SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE

INC. FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO., Plaintiff

vs.

COLLIN L. STANTON (LAST RECORD OWNER) and DARLENE L. STANTON, KNOWN HEIR OF COLLIN L. STANTON, LAST RECORD OWNER, Defendants

TO: COLLIN STANTON, Defendant, whose last known address is 437 East 26th Street, Erie, PA 16504.

**AMENDED COMPLAINT IN MORTGAGE FORECLOSURE**

You are hereby notified that Plaintiff, NATIONAL CITY REAL ESTATE SERVICES, LLC SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE INC. FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO., has filed an Amended Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of Erie County, Pennsylvania, docketed to NO. 13980-09, wherein Plaintiff seeks to foreclose on the mortgage secured on your property located, 437 East 26th Street, Erie, PA 16504, whereupon your property would be sold by the Sheriff of Erie County.

**NOTICE**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the notice above, 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 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 the 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.

Lawyer Referral Service  
PO Box 1792, Erie, PA 16507  
814.459.4411

Louis A. Simoni,  
Attorney for Plaintiff  
Udren Law Offices, P.C.  
111 Woodcrest Rd., Ste. 200  
Cherry Hill, NJ 08003  
856.669.5400

Aug. 13

**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

**August 20, 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

Jul. 30 and Aug. 6, 13

**SALE NO. 1**

**Ex. #31030 of 2010  
3322 NORTH STREET  
HOLDINGS, LLC, Plaintiff  
v.**

**WESLEYVILLE MOBILE  
HOME PARK OF ERIE, LLC,  
Defendant**

**LEGAL DESCRIPTION OF  
PROPERTY TO BE SOLD**

All of that certain lot, piece or parcel of land situate, lying and being in Erie County, Pennsylvania and being more particularly described as follows:

TO WIT: Beginning at a point, said point being located at the intersection of the South side line of Pearl Avenue with the East line of an alley, said point also being

North sixty-nine (69) degrees, forty-two (42) minutes, forty-two (42) seconds East a distance of two hundred ninety-one and two hundredths (291.02) feet from an iron pin located at the intersection of the South side line of Pearl Avenue with the East side line of Wesley Street; thence North sixty-nine (69) degrees, forty-two (42) minutes, forty-two (42) seconds East along the South side line of Pearl Avenue, a distance of one hundred fifty-six and eighty-three hundredths (156.83) feet to a metal fence post; thence South twenty (20) degrees, nineteen (19) minutes, forty-six (46) seconds East along the lands of Paul Steele, as recorded in Deed Book No. 1217, at Page No. 126, and the lands of Alberta Noblit, as recorded in Record Book No. 460, at Page No. 1683, a distance of one hundred twelve and one hundredths (112.01) feet to an iron pin; thence South sixty-nine (69) degrees, forty-five (45) minutes, zero (00) seconds West along the lands of Bernadine Coleman, as recorded in Record Book No. 67, at Page No. 748, a distance of eleven and seventeen hundredths (11.17) feet to an iron pin; thence South twenty-nine (29) degrees, two (02) minutes, thirty (30) seconds East along the lands of Bernadine Coleman, a distance of fifty-six and seventy-four hundredths (56.74) feet to an iron pin; thence South sixth-one (61) degrees, forty-seven (47) minutes, zero (00) seconds West along the lands of James A. Moore, as recorded in Record Book No. 327, at Page No. 2038, a distance of forty-two (42.00) feet to an iron pin; thence South twenty-eight (28) degrees, eight (08) minutes, zero (00) seconds East along the lands of James A. Moore, a distance of fifty (50.00) feet to an iron pin; thence North sixty-one (61) degrees, forty-seven (47) minutes, zero (00) seconds East along the lands of James A. Moore, a distance of five (5.00) feet to a point; thence South twenty-eight (28) degrees, eight (08) minutes, zero (00) seconds East along the lands of Dale W. Bly, as recorded

in Record Book No. 352, at Page No. 1751, and the lands of Vincent Carpin, as recorded in Record Book No. 516, at Page No. 1224, a distance of one hundred (100.00) feet to an iron pin; thence North sixty-one (61) degrees, forty-seven (47) minutes, zero (00) seconds East along the lands of Vincent Carpin, a distance of one hundred twenty (120.00) feet to an iron pin; thence South twenty-eight (28) degrees, eight (08) minutes, zero (00) seconds East along the West side line of Center Street, a distance of seventy-five (75.00) feet to an iron pin; thence South sixty-two (62) degrees, seven (07) minutes, fifty-four (54) seconds West along the lands of Bernard T. McKiernan, as recorded in Deed Book No. 1192, at Page No. 666, and the lands of Eugene Ward, as recorded in Deed Book No. 1632, at Page No. 334, a distance of sixty (60.00) feet to an iron pin; thence South twenty-eight (28) degrees, eight (08) minutes, zero (00) seconds East along the lands of Eugene Ward, a distance of seventy-five and twenty-two hundredths (75.22) feet to a drill hole; thence South sixty-two (62) degrees, seven (07) minutes, fifty-four (54) seconds West along the North side line of North Street, a distance of two hundred one and eighty hundredths (201.80) feet to a point; thence North twenty-two (22) degrees, twenty-four (24) minutes, thirteen (13) seconds West along the East side line of an alley, a distance of four hundred eighty-eight and eighty-six hundredths (488.86) feet to a point and place of beginning. Containing 1.794 acres and land be the same more or less.

The above described parcel being subject to right-of-ways for a gas line as recorded in Contract Book No. 95, at Page No. 388 and Contract Book No. 142, at Page No. 42.

**WEST LOT**

TO WIT: Beginning at an iron pin, said pin being located at the intersection of the East side line of Wesley Street with the South side line of Pearl Avenue; thence North sixty-nine (69) degrees, forty-two (42) minutes, forty-two (42)

seconds East along the South side line of Pearl Avenue, a distance of two hundred sixty-one (261.00) feet to a point; thence South twenty-two (22) degrees, twenty-four (24) minutes, thirteen (13) seconds East along the West side line of an alley a distance of four hundred ninety-two and eighty-four hundredths (492.84) feet to a point, said point being sixteen hundredths (.16) of a foot South of an iron pin; thence South sixty-two (62) degrees, seven (07) minutes, fifty-four (54) seconds West along the North side line of North Street, a distance of two hundred sixty-one (261.00) feet to a drill hole; thence North twenty-two (22) degrees, thirty (30) minutes, forty-eight (48) seconds West along the East side line of Wesley Street, a distance of five hundred twenty-seven and thirty-three hundredths (527.33) feet to an iron pin and place of beginning. Containing 3.048 acres of land being the same more or less.

The above described parcel being subject to right-of-ways for a gas line as recorded in Contract Book No. 95, at Page No. 388 and Contract Book No. 142, at Page No. 42. Said parcel also being subject to a storm sewer right-of-way as recorded in Deed Book No. 522, at Page No. 86.

Marmen Mioduszewski Bordonaro  
Wagner & Sinnott, LLC  
Christopher J. Sinnott, Esquire  
Pa.Id.No. 69402  
516 West Tenth Street  
Erie, PA 16502-1352  
(814) 874-3460, ext. 105  
Jul. 30 and Aug. 6, 13

**SALE NO. 3**

**Ex. #11399 of 2010**  
**Marquette Savings Bank**  
v.  
**Willie S. and Adinna R. Pullins**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 11399-2010, Marquette Savings Bank vs. Willie S. and Adinna R. Pullins, owners of property situate in the Borough of North East, Erie County, Pennsylvania being: 115 Pine Tree Lane, North East, Pennsylvania.

128.88 x 117.15 irregular  
Assessment Map Number:  
(36) 12-66.1-9  
Assessed Value Figure: \$158,600.00  
Improvement Thereon: Residence  
Kurt L. Sundberg, Esq.  
Marsh Spaeder Baur Spaeder  
& Schaaf, LLP  
Suite 300, 300 State Street  
Erie, Pennsylvania 16507  
(814) 456-5301  
Jul. 30 and Aug. 6, 13

**SALE NO. 4**

**Ex. #15898 of 2008**  
**Marquette Savings Bank**  
v.  
**James Joseph Pacileo**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 15898 - 2008, Marquette Savings Bank vs. James Joseph Pacileo, owner of property situate in the Township of Washington, Erie County, Pennsylvania being: 12000 Route 99, Edinboro, Pennsylvania. 3.77 acres  
Assessment Map Number:  
(45) 7-12-10.07  
Assessed Value Figure: \$119,800.00  
Improvement Thereon: Commercial garage  
Kurt L. Sundberg, Esq.  
Marsh Spaeder Baur Spaeder  
& Schaaf, LLP  
Suite 300, 300 State Street  
Erie, Pennsylvania 16507  
(814) 456-5301  
Jul. 30 and Aug. 6, 13

**SALE NO. 5**

**Ex. #11041 of 2010**  
**FIRST NATIONAL BANK OF PENNSYLVANIA, Plaintiff**  
v.  
**VANDA G. STOSSMEISTER, formerly known as VANDA G. SHAFFER, Defendant**  
**SHORT DESCRIPTION**

ALL that certain piece or parcel of land situate in the Township of McKean, County of Erie and Commonwealth of Pennsylvania, being commonly known as 9771 Old Route 99, McKean, Pennsylvania 16426 and further identified by Erie County Assessment Index No. (31) 17-70.1-8, having erected

thereon a mobile home.  
Susan Fuhrer Reiter  
Pa Supreme Court ID No. 43581  
MacDonald, Illig, Jones  
& Britton LLP  
100 State Street, Suite 700  
Erie, Pennsylvania 16507-1459  
(814) 870-7760  
Attorneys for Plaintiff  
Jul. 30 and Aug. 6, 13

**SALE NO. 7**

**Ex. #10288 of 2010**  
**PNC BANK, NATIONAL ASSOCIATION, Plaintiff**  
v.  
**THEODORE C. WOLF, JR., Defendant**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 10288-10 PNC BANK, NATIONAL ASSOCIATION vs. THEODORE C. WOLF, JR., owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 546 W. 8th Street, Erie, Pennsylvania 16502. 0.2847  
Assessment Map number:  
(17) 4-16-124  
Assessed Value figure: \$82,500.00  
Improvement thereon: Residential Dwelling  
Michael C. Mazack, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 594-5506  
Jul. 30 and Aug. 6, 13

**SALE NO. 8**

**Ex. #11573 of 2010**  
**U.S. BANK, N.A., N.D., Plaintiff,**  
v.  
**BLAIR G. UMLAH, Defendant**  
**LONG FORM DESCRIPTION**

ALL that certain piece or parcel of land being in the City of Erie, County of Erie, and Commonwealth of Pennsylvania, having a lot size of forty (40) feet by one hundred thirty-five (135) feet. SAID property being described in prior deeds as follows: ALL that certain piece or parcel of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania, and being Lot No. Seventeen (17) in Block "H" of the Subdivision of Purparts Nos. 4

and 5 of the Estate of Samuel Barr, deceased, and being recorded in Erie County Deed Book 48, page 563, and being further bounded and described as follows, to wit:

BEGINNING at a point in the south line of Twenty-ninth Street, one hundred twenty (120) feet eastwardly from the intersection of the east line of Plum Street with the south line of Twenty-ninth Street; thence eastwardly along the south line of Twenty-ninth Street, forty (40) feet; thence southwardly in a line parallel with Plum Street, one hundred thirty-five (135) feet; thence westwardly in a line parallel with Twenty-ninth Street, forty (40) feet to an alley; thence northwardly along the east line of said alley and in a line parallel with Plum Street, one hundred thirty-five (135) feet to the south line of Twenty-ninth Street, the place of beginning.

THIS parcel is commonly known as 819 West 29th Street, Erie, Pennsylvania, and bears Erie County Tax Index No. (19) 6042-209. BEING the same premises which Alex Berinshteyn and Nana M. Berinshteyn, husband and wife, by Deed dated December 9, 2005 and recorded in the Office of the Recorder of Deeds of Erie County on December 13, 2005 in Deed Book Volume 1293, Page 1891, granted and conveyed unto Blair G. Umlah.

Grenen & Birsic, P.C.  
Brian B. Dutton, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

Jul. 30 and Aug. 6, 13

**SALE NO. 9**

**Ex. #11628 of 2010**  
**Arch Bay Holdings, LLC - Series 2008B, Plaintiff,**

v.

**Richard A. Homansky and**  
**Rose M. Homansky, Defendants**  
**REAL PROPERTY SHORT**  
**DESCRIPTION FORM**

TO THE SHERIFF OF ERIE COUNTY:

PROPERTY OF: Richard A. Homansky and Rose M. Homansky

EXECUTION NO: 11628-2010  
JUDGMENT AMT: \$85,234.20

ALL the right, title, interest and claim of: Richard A. Homansky and Rose M. Homansky  
Of in and to:

ADDRESS: 13820 Ridge Road,  
Springfield Twp., PA 16443

MUNICIPALITY: Springfield  
Township

ALL THAT CERTAIN lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the TOWNSHIP OF SPRINGFIELD, Village of West Springfield, COUNTY OF ERIE and Commonwealth of PENNSYLVANIA, bounded and described as follows, to wit:

BEGINNING at the southwest corner of land formerly owned and occupied by Riley Potter, now owned by William G. Walker and wife, on the north side of Ridge Road; thence northwardly, by and along the land owned by William G. Walker and wife; twenty-three rods to a corner; thence westwardly by and along land formerly owned by W. A. Geer, seven rods to a corner; thence southwardly, by and along land formerly owned by John Albert and now owned by Elmer Prantz and formerly owned by Ralph C. Benedict, to the north side of Ridge Road; thence eastwardly, by and along the north line of the Ridge Road to the place of beginning. SAID premises having erected thereon a frame dwelling and garage.

Tax Parcel ID No.: 14-41-25  
Parker McCay P.A.

Christine A. Pinto, Esquire  
Attorney ID# 205622  
7001 Lincoln Drive, P.O. Box 974  
Marlton, NJ 08053  
(856) 810-5815

Jul. 30 and Aug. 6, 13

**SALE NO. 10**

**Ex. #12278 of 2009**  
**PHH MORTGAGE**  
**CORPORATION, F/K/A**  
**CENDANT MORTGAGE**  
**CORPORATION, Plaintiff**

v.

**KIMBERLY G. HERRON**

**SCOTT T. HERRON,**  
**Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 12278-09

PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORPORATION vs. KIMBERLY G. HERRON and SCOTT T. HERRON  
Amount Due: \$108,315.55

KIMBERLY G. HERRON (and SCOTT T. HERRON, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 2725 ELMWOOD AVENUE, ERIE, PA 16508-1422  
Dimensions: 35 X 120  
Acreage: 0.0964

Assessment Map number: 19062020021100  
Assessed Value: \$58,220.00

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

Jul. 30 and Aug. 6, 13

**SALE NO. 11**

**Ex. #10803 of 2010**  
**CITIMORTGAGE, INC.,**  
**Plaintiff**  
v.

**NANCY E. JAGEMAN,**  
**Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 10803-10

CITIMORTGAGE, INC. vs. NANCY E. JAGEMAN  
Amount Due: \$89,449.28

NANCY E. JAGEMAN owner(s) of property situated in TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 3017 WEST 42ND STREET, ERIE, PA 16506-5317

Dimensions: 60 x 170.35 IRR.  
Acreage: 0.2342

Assessment Map number: 33-082-414.3-003.00  
Assessed Value: \$123,200.00  
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

Jul. 30 and Aug. 6, 13

**SALE NO. 12**

**Ex. #13982 of 2009**

**THE BANK OF NEW YORK  
MELLON TRUST COMPANY,  
NATIONAL ASSOCIATION  
FKA THE BANK OF NEW  
YORK TRUST COMPANY,  
N.A. AS SUCCESSOR TO  
JPMORGAN CHASE BANK  
N.A. AS TRUSTEE FOR RASC  
2003KS4, Plaintiff**

**v.**

**DAWN L. RAINEY, Defendant(s)  
SHERIFF'S SALE**

By virtue of a Writ of Execution  
filed to No. 13982-09

THE BANK OF NEW YORK  
MELLON TRUST COMPANY,  
NATIONAL ASSOCIATION FKA  
THE BANK OF NEW YORK  
TRUST COMPANY, N.A. AS  
SUCCESSOR TO JPMORGAN  
CHASE BANK N.A. AS TRUSTEE  
FOR RASC 2003KS4 vs. DAWN L.  
RAINEY

Amount Due: \$93,800.50

DAWN L. RAINEY, owner(s) of  
property situated in the CITY OF  
ERIE, Erie County, Pennsylvania  
being 714 EAST 33RD STREET,  
ERIE, PA 16504

Dimensions: 35 x 135

Acreage: 0.1085

Assessment Map number:  
18050063012700

Assessed Value: \$61,960.00

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

Jul. 30 and Aug. 6, 13

**SALE NO. 13**

**Ex. #10631 of 2006**

**THE BANK OF NEW YORK  
MELLON FKA THE BANK OF  
NEW YORK AS TRUSTEE FOR  
THE CERTIFICATEHOLDERS  
OF CWABS 2004-BC4, Plaintiff**

**v.**

**JASON D. SMITH**

**TRISH A. STRAUGHN,  
Defendant(s)  
SHERIFF'S SALE**

By virtue of a Writ of Execution  
filed to No. 10631-06

THE BANK OF NEW YORK  
MELLON FKA THE BANK OF  
NEW YORK AS TRUSTEE FOR  
THE CERTIFICATEHOLDERS  
OF CWABS 2004-BC4. vs.  
JASON D. SMITH and TRISH A.  
STRAUGHN

Amount Due: \$114,142.47

JASON D. SMITH and TRISH A.  
STRAUGHN, owner(s) of  
property situated in Erie County,  
Pennsylvania being 3403 PACIFIC  
AVENUE, ERIE, PA 16506

Dimensions: 50 X 172.5

Acreage: 0.1980

Assessment Map number:  
33074318000100

Assessed Value: \$85,170.00

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

Jul. 30 and Aug. 6, 13

**SALE NO. 14**

**Ex. #10773 of 2010**

**CITIMORTGAGE, INC.,  
Plaintiff**

**v.**

**ANTHONY L. CIPRIANI,  
Defendant(s)  
SHERIFF'S SALE**

By virtue of a Writ of Execution  
filed to No. 10773-10

CITIMORTGAGE, INC. vs.  
ANTHONY L. CIPRIANI

Amount Due: \$79,568.27

ANTHONY L. CIPRIANI,  
owner(s) of property situated in  
TOWNSHIP OF ERIE CITY, Erie  
County, Pennsylvania being 3228  
DEVOE AVENUE, ERIE, PA  
16508-1930

Dimensions: 60 x 100

Acreage: 0.1377

Assessment Map number:  
19-6162.0-403.00

Assessed Value: \$105,960.00

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

Jul. 30 and Aug. 6, 13

**SALE NO. 15**

**Ex. #14638 of 2008**

**CITIMORTGAGE, INC.,  
Plaintiff**

**v.**

**ARTHUR L. HALL  
CAPRICE A. HALL  
CORDELE MILES, III,  
Defendant(s)  
SHERIFF'S SALE**

By virtue of a Writ of Execution  
filed to No. 14638-08

CITIMORTGAGE, INC.  
vs. ARTHUR L. HALL and  
CAPRICE A. HALL, and  
CORDELE MILES, III

Amount Due: \$34,903.84

ARTHUR L. HALL and CAPRICE A.  
HALL, and CORDELE MILES, III,  
owner(s) of property situated in Erie  
County, Pennsylvania being 708  
EAST 21ST STREET, ERIE, PA  
16503-2205

Dimensions: 35 X 135

Acreage: 0.1085

Assessment Map number:  
18-050-029.0-203.00

Assessed Value: \$29,210.00

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

Jul. 30 and Aug. 6, 13

**SALE NO. 16**

**Ex. #10369 of 2009**

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

**v.**

**DONALD A. MARINUCCI  
LAURA A. COLLINS A/K/A  
LAURA A. MARINUCCI,  
Defendant(s)  
SHERIFF'S SALE**

By virtue of a Writ of Execution  
filed to No. 10369-09

PHH MORTGAGE  
CORPORATION, F/K/A

CENDANT MORTGAGE CORPORATION vs. DONALD A. MARINUCCI and LAURA A. COLLINS A/K/A LAURA A. MARINUCCI  
 Amount Due: \$146,518.62  
 DONALD A. MARINUCCI and LAURA A. COLLINS A/K/A LAURA A. MARINUCCI, owner(s) of property situated in TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 405 DUMAR ROAD, ERIE, PA 16509-3216  
 Dimensions: 99.8 x 140  
 Acreage: 0.3214  
 Assessment Map number: 33146499001700  
 Assessed Value: \$115,900.00  
 Improvement thereon: residential  
 Phelan Hallinan & Schmiegl, LLP  
 One Penn Center at Suburban Station, Suite 1400  
 1617 John F. Kennedy Boulevard  
 Philadelphia, PA 19103-1814  
 (215) 563-7000  
 Jul. 30 and Aug. 6, 13

**SALE NO. 17**

**Ex. #15169 of 2009**  
**CHASE HOME FINANCE LLC,**  
**Plaintiff**  
 v.  
**ELIZABETH N. DISCHER**  
**A/K/A ELIZABETH N. CONNERS**  
**DANIEL E. DISCHER,**  
**Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 15169-2009  
 CHASE HOME FINANCE LLC vs. ELIZABETH N. DISCHER A/K/A ELIZABETH N. CONNERS and DANIEL E. DISCHER  
 Amount Due: \$61,737.38  
 ELIZABETH N. DISCHER A/K/A ELIZABETH N. CONNERS and DANIEL E. DISCHER, owner(s) of property situated in the TOWNSHIP OF HARBORCREEK, Erie County, Pennsylvania being 6525 IROQUOIS AVENUE, HARBORCREEK, PA 16421-1001  
 Dimensions: 100 X 107  
 Acreage: 0.2353  
 Assessment Map number: 27034109000900  
 Assessed Value: \$80,500.00  
 Improvement thereon: residential  
 Phelan Hallinan & Schmiegl, LLP

One Penn Center at Suburban Station, Suite 1400  
 1617 John F. Kennedy Boulevard  
 Philadelphia, PA 19103-1814  
 (215) 563-7000  
 Jul. 30 and Aug. 6, 13

**SALE NO. 18**

**Ex. #15203 of 2009**  
**SUNTRUST MORTGAGE, INC.,**  
**Plaintiff**  
 v.  
**DEBBIE A. STRANGE,**  
**Defendant(s)**  
**SHERIFF'S SALE**  
 By virtue of a Writ of Execution filed to No. 15203-09  
 SUNTRUST MORTGAGE, INC. vs. DEBBIE A. STRANGE  
 Amount Due: \$54,361.79  
 DEBBIE A. STRANGE, owner(s) of property situated in the CITY OF ERIE, Erie County, Pennsylvania being 608 BROWN AVENUE, ERIE, PA 16502-2529  
 Dimensions: 35 x 97.25  
 Acreage: 0.0781  
 Assessment Map number: 19060016012100  
 Assessed Value: \$54,470.00  
 Improvement thereon: residential  
 Phelan Hallinan & Schmiegl, LLP  
 One Penn Center at Suburban Station, Suite 1400  
 1617 John F. Kennedy Boulevard  
 Philadelphia, PA 19103-1814  
 (215) 563-7000  
 Jul. 30 and Aug. 6, 13

**SALE NO. 19**

**Ex. #10759 of 2008**  
**PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORPORATION, D/B/A, PHH MORTGAGE SERVICES,**  
**Plaintiff**  
 v.  
**TODD A. THOMA**  
**CARA A. THOMA, Defendant(s)**  
**LEGAL DESCRIPTION**  
 ALL that certain piece or parcel of land situate in the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania, more fully bounded and described as follows, to-wit:  
 Lot #74 of the Southland Village Subdivision - Phase III as per

subdivision recorded in Erie County as Map No. 1998-23 on the 20th day of January, 1998.  
 SAID premises commonly known as 6036 Courtland Drive, Erie, Pennsylvania 16509.  
 ERIE COUNTY TAX ASSESSMENT NO. (33) 192-628.4-21  
 BEING the same premises conveyed to the parties of the first part herein by Deed dated February 3, 2003 and recorded February 18, 2003 in Erie County Record Book 977 at page 834.  
 TITLE TO SAID PREMISES IS VESTED IN Todd A. Thoma and Cara A. Thoma, h/w, as tenants by the entireties with the right of survivorship, by Deed from Theresa Paterniti and Charles J. Paterniti, w/h, dated 07/18/2003, recorded 07/23/2003, in Deed Book 1039, page 1763.  
 Tax Parcel #: 33-192-628.4-21  
 Premises being: 6036 COURTLAND DRIVE, ERIE, PA 16509-2651  
 Phelan Hallinan & Schmiegl, LLP  
 One Penn Center at Suburban Station, Suite 1400  
 1617 John F. Kennedy Boulevard  
 Philadelphia, PA 19103-1814  
 (215) 563-7000  
 Jul. 30 and Aug. 6, 13

**SALE NO. 20**

**Ex. #15616 of 2009**  
**WELLS FARGO BANK, N.A.,**  
**Plaintiff**  
 v.  
**GLENN H. WILLIAMS, III**  
**KIMBERLY S. WILLIAMS,**  
**Defendant(s)**  
**SHERIFF'S SALE**  
 By virtue of a Writ of Execution filed to No. 15616-09  
 WELLS FARGO BANK, N.A. vs. GLENN H. WILLIAMS, III and KIMBERLY S. WILLIAMS  
 Amount Due: \$65,633.00  
 GLENN H. WILLIAMS, III and KIMBERLY S. WILLIAMS, owner(s) of property situated in Erie County, Pennsylvania being 1751 WEST 23RD STREET, ERIE, PA 16502-2126  
 Dimensions: 50 x 135.1  
 Acreage: 0.1551



Assessment Map number:  
19-062-008.0-107.00  
Assessed Value: \$57,860.00  
Improvement thereon: Residential  
Phelan Hallinan & Schmiegl, LLP  
One Penn Center at Suburban  
Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Jul. 30 and Aug. 6, 13

**SALE NO. 21**

**Ex. #11104 of 2010**  
**BAC HOME LOANS**  
**SERVICING, L.P., Plaintiff**  
**v.**

**RICHARD M. ARNDT,**  
**Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11104-2010 BAC HOME LOANS SERVICING, L.P. vs. RICHARD M. ARNDT Amount Due: \$61,683.65 RICHARD M. ARNDT, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 1022 WEST 21ST STREET, ERIE, PA 16502-2407 Dimensions: 42 x 135 Acreage: 0.1302 Assessment Map number: 19-060-030.0-235.00 Assessed Value: \$46,800.00 Improvement thereon: Residential Phelan Hallinan & Schmiegl, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Jul. 30 and Aug. 6, 13

**SALE NO. 22**

**Ex. #10583 of 2010**  
**WELLS FARGO BANK, N.A.,**  
**Plaintiff**  
**v.**  
**JOHN F. DRUMM, Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 10583-2010 WELLS FARGO BANK, N.A. vs. JOHN F. DRUMM Amount Due: \$29,786.44 JOHN F. DRUMM, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being

1624 WEST 22ND STREET, ERIE, PA 16502-2121  
Dimensions: 41 X 135.1  
Acreage: 0.1272  
Assessment Map number:  
19062006032900  
Assessed Value: \$48,100.00  
Improvement thereon: residential  
Phelan Hallinan & Schmiegl, LLP  
One Penn Center at Suburban  
Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Jul. 30 and Aug. 6, 13

**SALE NO. 23**

**Ex. #11134 of 2009**  
**CHASE HOME FINANCE LLC,**  
**Plaintiff**  
**v.**

**JACQUALINE M. REED**  
**KEVIN C. REED, Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11134-09 CHASE HOME FINANCE LLC vs. JACQUALINE M. REED and KEVIN C. REED Amount Due: \$88,887.10 JACQUALINE M. REED and KEVIN C. REED, owner(s) of property situated in ALBION BOROUGH, Erie County, Pennsylvania being 35 WEST PEARL STREET, ALBION, PA 16401-1043 Dimensions: 50 X 122 IRR Acreage: 0.1380 Assessment Map number: 01-001-015.0-003.00 Assessed Value: \$60,250.00 Improvement thereon: residential Phelan Hallinan & Schmiegl, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Jul. 30 and Aug. 6, 13

**SALE NO. 24**

**Ex. #13597 of 2009**  
**WELLS FARGO BANK, N.A.,**  
**S/B/M WELLS FARGO HOME**  
**MORTGAGE, INC., F/K/A**  
**NORWEST MORTGAGE, INC.,**  
**Plaintiff**  
**v.**

**HAMED R. ABO-KHILA,**  
**Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13597-2009 WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTGAGE, INC., F/K/A NORWEST MORTGAGE, INC. vs. HAMED R. ABO-KHILA Amount Due: \$12,563.81 HAMED R. ABO-KHILA, owner(s) of property situated in the CITY OF ERIE, Erie County, Pennsylvania being 443 HURON STREET, ERIE, PA 16502-1742 Dimensions: 41.5 x 125 Acreage: 0.1184 Assessment Map number: 16-030-022.0-112.00 Assessed Value: \$22,330.00 Improvement thereon: Residential Phelan Hallinan & Schmiegl, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Jul. 30 and Aug. 6, 13

**SALE NO. 25**

**Ex. #11285 of 2010**  
**PHH MORTGAGE**  
**CORPORATION, F/K/A**  
**CENDANT MORTGAGE**  
**CORPORATION, Plaintiff**  
**v.**  
**MICHAEL A. DIFILIPPO**  
**CARA J. DIFILIPPO,**  
**Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 2010-11285 PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORPORATION vs. MICHAEL A. DIFILIPPO and CARA J. DIFILIPPO Amount Due: \$131,715.03 MICHAEL A. DIFILIPPO and CARA J. DIFILIPPO, owner(s) of property situated in Millcreek Township, Erie County, Pennsylvania being 4620 VILLAGE STREET, ERIE, PA 16506-1542 Dimensions: 80 x 153.66 Acreage: 0.2822 Assessment Map number:

33-056-242.0-020.00  
 Assessed Value: 86,300.00  
 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

Jul. 30 and Aug. 6, 13

**SALE NO. 26**

**Ex. #13539 of 2009**  
**HOME LOAN INVESTMENT**  
**BANK, FSB**

v.

**LARRY M. MILLER**  
**DONNA M. MILLER**

**ADVERTISING DESCRIPTION**

ATC piece or parcel of land sit. in the Bor. of Lake City, Co. of Erie, PA. BEG. at an iron survey point (I.S.P.) on the S. line of S. Edgewood Dr., said point being W. 623.82 ft. from the intersection of the W. line of W. Park Dr., having a 60 ft. right-of-way and the S. right-of-way of S. Edgewood Dr., having a 50 ft. right-of-way, and being the NWC of lands n/f of John Eagley; thence, S 15° 00' 27" E, along the W. line of lands of Eagley, 315.25 ft. to an I.S.P., and being the SWC of lands of Eagley on the N. line of the Old Lake Rd., having a 50-foot right-of-way; thence, N 75° 05' 00" W, along the N. right-of-way line of the Old Lake Rd., 168 ft. to an I.S.P.; thence, N 86° 37' 00" W, along the N. right-of-way line of the Old Lake Rd., 130.44 ft. to an I.S.P. on lands of Meeder; thence, N 68° 49' 08" W, along the N. line of lands of Meeder, 97.56 ft. to an I.S.P., and being the SEC of Lot # 15 of Mariners Point Subdivision; thence, N 12° 31' 57" E, along the E. line of Lot #15, 218 ft. to an I.S.P., and being the NEC of Lot #15, on the S. line of S. Edgewood Dr.; thence, in an E. direction along the S. line of S. Edgewood Dr., along a curve to the left, having a radius of 535 ft., an arc distance of 257.15 ft. to an I.S.P., and the place of beg. Containing 1.833 acres of land. BEING known as 10605 S. Edgewood Drive, Lake City, PA 16423

TAX PARCEL No. 28-1-1-8.15  
 Gregory Javardian, Esquire  
 Attorney for Plaintiff  
 1310 Industrial Boulevard  
 1st Floor, Suite 101  
 Southampton, PA 18966  
 (215) 942-9690

Jul. 30 and Aug. 6, 13

**SALE NO. 27**

**Ex. #31978 of 2009**  
**PNC BANK, NATIONAL**  
**ASSOCIATION, Plaintiff**  
 v.  
**SHIV OM, INC. and OM GURU,**  
**INC., Defendants**  
**SHERIFF'S SALE**

ALL that certain piece or parcel of land situate in the Borough of Middleboro, now known as McKean Borough, County of Erie and State of Pennsylvania, being part of Tract No. 7 bounded and described as follows, to wit: BEGINNING at a point in the center line of South Main Street distance thereon North 0 degrees - 48 minutes - 0 seconds East 817.35 feet from its intersection with the southerly line of the Borough of Middleboro; thence South 89 degrees - 26 minutes - 0 seconds West three hundred forty-seven and fifty hundredths (347.50) feet to a point; thence North 0 degrees - 48 minutes - 0 seconds East and parallel to the center line of South Main Street, one hundred seventy-seven and fifty hundredths (177.50) feet to a point; thence North 89 degrees - 26 minutes - 0 seconds East, three hundred forty-seven and fifty hundredths (347.50) feet to a point in the center line of South Main Street aforesaid; thence South 0 degrees - 48 minutes - 0 seconds West along the center line of South Main Street, one hundred seventy-seven and fifty hundredths (177.50) feet to the place of beginning. EXCEPTING AND RESERVING therefrom, ALL that certain piece or parcel of land situate in the Borough of McKean, County of Erie, State of Pennsylvania, bounded and described as follows, to-wit: BEGINNING at the southwest corner of the parcel herein described at a point in the north line of Kevin

Street, said point also being the southeast corner of other lands described in Erie County Deed Book 1039, Page 679, and plotted in Erie County Map Book 7, Page 78, as Lot 1, of WesternAire Subdivision; thence North zero degrees forty-eight minutes East (N 0° 48' E), along the east line of aforesaid Lot 1, a distance of one hundred seventy-seven and fifty hundredths (177.50) feet to a point; thence North eighty-nine degrees twenty-six minutes East (N 89° 26' E), a distance of one hundred (100) feet to a point; thence South zero degrees forty-eight minutes West (S 0° 48' W) along the residue, a distance of one hundred seventy-seven and fifty hundredths (177.50) feet to a point in the north line of Kevin Street; thence South eighty-nine degrees twenty-six minutes West (S 89° 26') along the north line of Kevin Street, a distance of one hundred (100) feet to the place of beginning. BEING PARCEL NO. (32) 5-5.1-11 and (32) 5-5.1-11.01 and (32) 5-5.1-11.02 Unruh, Turner, Burke & Frees, P.C. Kristen Wetzel Ladd, Esquire Attorney I.D. No. 208755 P.O. Box 515 West Chester, PA 19381-0515 610-692-1371

Jul. 30 and Aug. 6, 13

**SALE NO. 28**

**Ex. #15077 of 2009**  
**U.S. BANK NATIONAL**  
**ASSOCIATION TRUSTEE**  
**FOR THE PENNSYLVANIA**  
**HOUSING FINANCE AGENCY,**  
**Plaintiff**  
 v.  
**JULIANNA M. GRIFFIN,**  
**Defendant**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution No. 15077-09 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. JULIANNA M. GRIFFIN, Defendant Real Estate: 322 EAST 28TH STREET, ERIE, PA Municipality: City of Erie

Erie County, Pennsylvania  
 Dimensions: 135' x 30'  
 See Deed Book 960, Page 1293  
 Tax I.D. (18) 5078-132  
 Assessment: \$14,600. (Land)  
 \$29,360. (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

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Jul. 30 and Aug. 6, 13

**SALE NO. 29**  
**Ex. #14841 of 2009**  
**U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff**  
**v.**  
**REBECCA A. GUTHRIE, Defendant**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution No. 14841-09 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. REBECCA A. GUTHRIE, Defendant  
 Real Estate: 1106 WEST 20TH STREET, ERIE, PA  
 Municipality: City of Erie  
 Erie County, Pennsylvania  
 Tax I.D. (19) 6033-125  
 Dimensions Lot Size 30 x 85  
 Assessment: \$ 7,900. (Land)  
 \$34,900 (Bldg)  
 Tax I.D. (19) 6033-101  
 Dimensions Lot Size 30 x 10  
 Assessment: \$ 1,000. (Land)  
 \$ 0- (Bldg)  
 See Deed Book 1180, Page 278  
 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

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Jul. 30 and Aug. 6, 13

**SALE NO. 30**  
**Ex. #11511 of 2010**  
**U.S. BANK NATIONAL ASSOCIATION TRUSTEE**

**FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff**  
**v.**  
**STEPHANIE SPENCER, Defendants**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution No. 2010-11511 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. STEPHANIE SPENCER, Defendant  
 Real Estate: 431 WEST FIFTH STREET, ERIE, PA  
 Municipality: City of Erie  
 Erie County, Pennsylvania  
 Dimensions: 120' x 25'  
 See Deed Book 1181, Page 787  
 Tax I.D. (17) 4014-109  
 Assessment: \$ 6,300. (Land)  
 \$28,130. (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

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Jul. 30 and Aug. 6, 13

**SALE NO. 31**  
**Ex. #10913 of 2010**  
**DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2005-FF4, ASSET BACKED CERTIFICATES, SERIES 2005-FF4, Plaintiff,**  
**v.**  
**JAMES M. BURGE, SHARON R. BURGE, CHRISTOPHER J. BURGE and MELISSA J. BURGE, Defendants**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 10913-10, Deutsche Bank, et al vs. James M. Burge, Sharon R. Burge, Christopher J. Burge and Melissa J. Burge, owner(s) of property situated in West Springfield, Erie County, Pennsylvania being 14555 Ridge Road, West Springfield, PA 16443.  
 Dimensions: 5.34 acres

Assessment Map Number:  
 (39) 13-39-21 & 20  
 Assess Value figure: \$90,460.00  
 Improvement thereon: Dwelling  
 Louis P. Vitti, Esquire  
 Attorney for Plaintiff  
 916 Fifth Avenue  
 Pittsburgh, PA 15219  
 (412) 281-1725

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Jul. 30 and Aug. 6, 13

**SALE NO. 32**  
**Ex. #13106 of 2009**  
**U.S. BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO LASALLE BANK, N.A., AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-FF18, assignee of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) AS NOMINEE FOR FIRST FRANKLIN, A DIVISION OF NATIONAL CITY BANK, Plaintiff,**  
**v.**  
**AIMEE L. FARLEY, Defendant**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 2009-13106, U.S. Bank, et al vs. Aimee L. Farley, owner of property situated in Waterford Borough, Erie County, Pennsylvania being 129 East 1st Street, Waterford, PA 16441.  
 Dimensions: 13,974 Sq. Ft.  
 Assessment Map Number:  
 46-009.059.0.003.00  
 Assess Value figure: \$61,200.00  
 Improvement thereon: Dwelling  
 Louis P. Vitti, Esquire  
 Attorney for Plaintiff  
 916 Fifth Avenue  
 Pittsburgh, PA 15219  
 (412) 281-1725

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Jul. 30 and Aug. 6, 13

**SALE NO. 33**  
**Ex. #11270 of 2010**  
**US BANK NATIONAL ASSOCIATION (TRUSTEE FOR) THE PENNSYLVANIA HOUSING FINANCE AGENCY,**

**PURSUANT TO A TRUST  
INDENTURE DATED AS OF  
APRIL 1, 1982, Plaintiff,**

**v.  
FRANK J. LOMBARDO, JR.,  
Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11270-10, US Bank National Association, et at vs. Frank J. Lombardo, Jr, owner(s) of property situated in 8th Ward of the City of Erie, Erie County, Pennsylvania being known as 918 West 36th Street, Erie, PA 16508. Dimensions: .16 acres  
Assessment Map Number: 19061013012100  
Assess Value figure: \$60,860.00  
Improvement thereon: Dwelling  
Louis P. Vitti, Esquire  
Attorney for Plaintiff  
916 Fifth Avenue  
Pittsburgh, PA 15219  
(412) 281-1725

Jul. 30 and Aug. 6, 13

**SALE NO. 34**

**Ex. #14570 of 2009  
DEUTSCHE BANK NATIONAL  
TRUST COMPANY, as trustee  
for FFMLT TRUST 2006-FF13,  
MORTGAGE PASS THROUGH  
CERTIFICATES SERIES 2006-  
FF13, Plaintiff,**

**v.  
CRAIG D. WRIGHT and  
EMILY C. WRIGHT, Defendants**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 14570-09, Deutsche Bank National Trust, et al, vs. Craig D. Wright and Emily C. Wright, owner(s) of property situated in City of Erie, Erie County, Pennsylvania being 521 East 30th Street, Erie, PA 16504. Dimensions: 0.17 acres and 7,219 sq ft for land and 1,294 sq ft for building  
Assessment Map Number: 18-5070-112.  
Assess Value figure: 60,510.00  
Improvement thereon: Dwelling  
Louis P. Vitti, Esquire  
Attorney for Plaintiff  
916 Fifth Avenue  
Pittsburgh, PA 15219  
(412) 281-1725

Jul. 30 and Aug. 6, 13

**SALE NO. 35**

**Ex. #10717 of 2003  
Ocwen Federal Bank, FSB, f/k/a  
Berkeley Federal Bank & Trust,  
FSB, Plaintiff**

**v.  
James E. Markley, Jr.  
a/k/a James E. Markley  
Michelle A. Markley,  
Defendant(s)**

**LEGAL 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 follows:  
BEGINNING at an iron pin in the North side line of Glendale Avenue, said pin being North 63° 20' 19" East a distance of sixty-four (64) feet from the intersection of the North sideline of Glendale Avenue with the East side line of McCain Street; thence North 26° 24' 00" West a distance of one hundred twenty-five and thirty-two hundredths (125.32) feet to an iron pin; thence North 63° 20' 19" East a distance of eleven (11) feet to a point thence South 26° 24' 00" East a distance of one hundred twenty-five and thirty-two hundredths (125.32) feet to a point; thence South 63° 20' 19" West along the north side line of Glendale Avenue a distance of eleven (11) feet to an iron pin and place of beginning. Containing .032 acres of land be the same more or less.  
BEING the same premises conveyed to the Grantors by Deed recorded in the Erie County Record Book 1, Page 1862, on March 11, 1987.  
ALSO, ALL that certain piece or parcel of land situate in the Township of Millcreek, County of Erie and State of Pennsylvania (now City of Erie), being part of Lot Number one hundred and fifty-six (156) of Norwood Subdivision. As shown by plot recorded in Erie County Map Book, No. 2 at Page 169, and bounded and described as follows, to wit: Beginning at a point in the North line of Glenwood Avenue, sixty-four (64) feet eastwardly from the East line of McCain Avenue; thence northwardly and parallel with McCain Avenue, ninety-five (95) feet to a point;

thence eastwardly and parallel with Glenwood Avenue, thirty-one (31) feet to a point; thence southwardly and parallel with McCain Avenue, thence westwardly along the north line of Glenwood Avenue, thirty-one (31) feet to a point and the place of beginning. Having erected thereon a two story frame dwelling house, being commonly known as 2008 Glendale Avenue, and having City of Erie Index No. 5132-422. BEING KNOWN AS: 2008 Glendale Avenue, Erie, PA 16510 PROPERTY ID NO.: 18-5132-422 TITLE TO SAID PREMISES IS VESTED IN Michelle A. Markley, now by marriage Michelle A. Bennett by Deed from James E. Markley, Jr. a/k/a James E. Markley and Michelle A. Markley now by marriage Michelle A. Bennett dated 09/29/2003 recorded 09/29/2003 in Deed Book 1070 Page 0273. Udran Law Offices, P.C.  
Attorneys for Plaintiff  
Woodcrest Corporation Center  
11 Woodcrest Road, Suite 200  
Cherry Hill, NJ 08003-3620  
856-669-5400

Jul. 30 and Aug. 6, 13

**SALE NO. 36**

**Ex. #11528 of 2010  
Ocwen Loan Servicing, LLC,  
Plaintiff**

**v.  
Susan M. Oler, Defendant(s)**

**LEGAL DESCRIPTION**

ALL that certain piece or parcel of land situate in the Township of Millcreek, County of Erie and State of Pennsylvania, and being more particularly bounded and described as follows, to-wit:  
BEING the easterly fifty-seven (57) feet of Lot No. 23 and the westerly nine (9) feet of Lot No. 24 of GARDEN HEIGHTS SUBDIVISION NO. 3, a part of Tract No. 251 of Millcreek Township, Erie County, Pennsylvania as recorded February 14, 1968 in Erie County Map Book 7 at Page 90.  
SAID premises are further identified by Erie County Assessment Index No. (33) 109-480-13.25 and are commonly known as 2555

East Grandview Blvd., Erie, Pennsylvania.

BEING KNOWN AS: 2555 East Grandview Boulevard, Erie, PA 16510

PROPERTY ID NO.: (33) 109-480-13.25

TITLE TO SAID PREMISES IS VESTED IN Daniel M. Oler and Susan M. Oler, his wife, as tenants by the entireties, with the right of survivorship by Deed from Allen C. Bieber and Patricia P. Bieber, his wife dated 07/26/1990 recorded 07/31/1990 in Deed Book 131 Page 1887.

Udren Law Offices, P.C.

Attorneys for Plaintiff

Woodcrest Corporation Center

11 Woodcrest Road, Suite 200

Cherry Hill, NJ 08003-3620

856-669-5400

Jul. 30 and Aug. 6, 13

**SALE NO. 37**

**Ex. #10116 of 2009**

**Wells Fargo Bank N.A., as  
Trustee for BSSP Trust Series  
2007-EMX1, Plaintiff  
v.**

**Jay H. Proctor**

**Jeana L. Proctor, Defendant(s)**

**LEGAL DESCRIPTION**

BEGINNING at a stone on the bank of the creek; thence North 28-1/2° West, 78 perches to corner of Preston Lot; thence North 63-1/2° East, 15.2 perches to a post; thence South 71-1/2° East, 8 perches to a post; thence North 19° East, 3 perches to side of the right of way of the Philadelphia and Erie Railroad; thence North 71-1/2° West, 34 perches along side of said right of way to intersect the old line; thence North 28-1/2° West, 68 perches to an elm tree; thence South 84-1/2° West, 4 perches to a stone; thence North 36° East, 76.7 perches to a stone; thence South 54-1/2° East, 40 perches to a stone; thence South 47-1/2° East, 97.5 perches to a stone; thence South 2° West, 16.5 perches to a white oak stump; thence South 30-1/2° East, 84 perches to a post on the bank of the creek; thence South 49-1/2° West, 20 perches along the creek; thence South 78-1/2° West, 8 perches along

the creek; thence North 84° West, 44 perches along the creek; thence South 75-1/2° West, 22 perches; thence South 57° West, 10 perches along the creek; thence South 51-1/2° West, 16.3 perches to a stone at the place of beginning, containing 120 acres and 1 perch of land, exclusive of the right of way of the Philadelphia and Erie Railroad, more or less.

PARCEL NOS. (30) 7-41-1 & (30) 6-36-12 & (30) 8-42-5

BEING the same property conveyed to Jay H. Proctor and Jeana L. Proctor, his wife by Deed dated February 7, 1996, from Brian L. Proctor and Katrina M. Proctor, his wife and Jay H. Proctor and Jeana L. Proctor, his wife, of record in Book 424 Page 2393, Office of the Erie County Court Clerk.

ASSESSED VALUES:

Parcel No. (30) 7-41-1 Land: \$45,200.00 Improvements: \$69,570.00

Total: \$114,770.00

Parcel No. (30) 6-36-12 Land: \$64,900.00 Total: \$64,900.00

Parcel No. (30) 8-42-5 Land: \$48,600.00 Total: \$48,600.00

BEING KNOWN AS: 6099 Wheelertown Road, Waterford, PA 16441

PROPERTY ID NO.: 30-7-41-1

TITLE TO SAID PREMISES IS VESTED IN Jay H. Proctor and Jeana L. Proctor, his wife, as tenants by the entireties by Deed from Brian L. Proctor and Katrina M. Proctor, his wife and Jay H. Proctor and Jeana L. Proctor, his wife dated 02/07/1996 recorded 02/21/1996 in Deed Book 424 Page 2392

Udren Law Offices, P.C.

Attorneys for Plaintiff

Woodcrest Corporation Center

11 Woodcrest Road, Suite 200

Cherry Hill, NJ 08003-3620

856-669-5400

Jul. 30 and Aug. 6, 13

**SALE NO. 38**

**Ex. #11369 of 2010**

**HSBC Mortgage Services, Inc.,  
Plaintiff**

**v.**

**Peter Tate, 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, bounded and described as follows, to-wit:

BEGINNING at a point in the east line of East Avenue, ninety (90) feet north of the north line of East Twenty-Seventh Street; thence eastwardly parallel with East Twenty-Seventh Street, one hundred forty (140) feet; thence northwardly parallel with East Avenue, thirty (30) feet; thence westwardly parallel with East Twenty-Seventh Street, one hundred forty (140) feet to the east line of East Avenue; thence southwardly along the east line of East Avenue, thirty (30) feet to the place of beginning.

TAX PARCEL ID: (18) 50-49-220 ADDRESS: 2617 EAST AVE., ERIE, PA 16504

BEING KNOWN AS: 2617 East Avenue, Erie, PA 16504

PROPERTY ID NO.: 18-5049-220

TITLE TO SAID PREMISES IS VESTED IN Peter Tate, unmarried by Deed from Frank A. Kartzes, II dated 05/11/2006 recorded 05/18/2006 in Deed Book 1328 Page 1659.

Udren Law Offices, P.C.

Attorneys for Plaintiff

Woodcrest Corporation Center

11 Woodcrest Road, Suite 200

Cherry Hill, NJ 08003-3620

856-669-5400

Jul. 30 and Aug. 6, 13

**SALE NO. 39**

**Ex. #11658 of 2010**

**Ocwen Loan Servicing, LLC,  
Plaintiff**

**v.**

**Deborah Wisinski, Defendant(s)**

**LEGAL 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 follows, to-wit:

BEGINNING at a point in the easterly line of Hoover Street at a distance southwardly along the easterly line of Hoover Street of 260 feet from its intersection with the southerly line of East 40th Street; Thence eastwardly, on a line parallel



with the southerly line of East 40th Street, 125.2 feet to a point;  
 Thence southwardly, on a line parallel with the Easterly line of Hoover Street, 60 feet to a point;  
 Thence westwardly, on a line parallel with the easterly line of East 40th Street, 125.2 feet to a point in the easterly line of Hoover Street;  
 Thence northwardly, along the easterly line of Hoover Street, 60 feet to the place of beginning, being the southerly 25 feet of Lot Number 31 and the northerly 35 feet of Lot Number 32 of the Andrews Land Company Subdivision No. 17, and being part of Reserve Tract Number 63, according to a plot of said subdivision recorded in the Office of the Recorder of Deeds for Erie County, Pennsylvania, in Deed Book 227, at Page 9.

SAID premises being commonly known and municipally numbered as 4027 Hoover Street, Erie, Pennsylvania

BEARING ERIE COUNTY TAX INDEX NO. (18) 5378-101.

SUBJECT to all restrictions, 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: 4027 Hoover Street, Erie, PA 16504

PROPERTY ID NO.: 18-5378-101

TITLE TO SAID PREMISES IS VESTED IN Deborah Wisinski by Deed from Brian J. Sage and Tammy P. Sage, husband and wife dated 07/12/2007 recorded 07/13/2007 in Deed Book 1431 Page 1612.

Udren Law Offices, P.C.

Attorneys for Plaintiff

Woodcrest Corporation Center  
 11 Woodcrest Road, Suite 200  
 Cherry Hill, NJ 08003-3620  
 856-669-5400

Jul. 30 and Aug. 6, 13

**SALE NO. 40**

**Ex. #11740 of 2010**

**Deutsche Bank National Trust  
 Company As Trustee for the  
 Registered Holder of Soundview  
 Home Loan Trust 2006-EQ1**

**Asset-Backed Certificates, Series  
 2006-EQ1, Plaintiff**

v.

**Sandra L. Wolukis, Defendant(s)**

**LEGAL DESCRIPTION**

ALL that certain piece or parcel of land situate in the City of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the east line of Raspberry Street, sixty-six (66) feet north of the north line of West 32nd Street; thence east parallel with West 32nd Street, ninety and twenty hundredths (90.20) feet more or less to a point; thence north parallel with Raspberry Street, thirty-one (31) feet to a point; thence west parallel with West 32nd Street, ninety and sixty-one hundredths (90.61) feet more or less to a point in the east line of Raspberry Street; thence south along the east line of Raspberry Street, thirty-one (31) feet to the place of beginning.

BEING commonly known as 3117 Raspberry Street, Erie, Pennsylvania and bearing Erie County Tax Assessment Index No. (19) 6038-126.

BEING the same premises conveyed to the mortgagors herein by Deed recorded this date.

BEING KNOWN AS: 3117 Raspberry Street, Erie, PA 16508

PROPERTY ID NO.: 19060038012600

TITLE TO PREMISES IS VESTED IN Sandra L. Wolukis by Deed from Tiffany P. Miller and Joel F. Miller dated 06/29/2006 recorded 07/03/2009 in Deed Book 1341 Page 1852.

Udren Law Offices, P.C.

Attorneys for Plaintiff

Woodcrest Corporation Center  
 11 Woodcrest Road, Suite 200  
 Cherry Hill, NJ 08003-3620  
 856-669-5400

Jul. 30 and Aug. 6, 13

**SALE NO. 41**

**Ex. #10137 of 2007**

**Wells Fargo Bank, N.A.,  
 successor by merger to Wells  
 Fargo Home Mortgage, Inc.,  
 Plaintiff**

v.

**Michael P. Schutte a/k/a**

**Michael F. Schutte and**

**Julie A. Schutte, Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 10137-07 Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc. v. Michael P. Schutte a/k/a Michael F. Schutte and Julie A. Schutte, Owner(s) of property situated in City of Erie, Erie County, Pennsylvania, being 920 West 27th Street, Erie, PA 16508

ALL that certain piece or parcel of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania, being part of Lots Numbers thirty and thirty-one (30-31) of Block B of Purports Nos. 4 and 5 of the real estate of Samuel Barr, deceased, as subdivided by Henry Souther et al., as per plot recorded in Deed Book No. 48, page 562, bounded and described as follows, to-wit:

BEGINNING at a point in the north line of Twenty-seventh Street one hundred and seventy-five (175) feet west of the west line of Plum Street; thence northwardly parallel with Plum Street, one hundred and thirty-five (135) feet; thence westwardly, parallel with Twenty-seventh Street, forty (40) feet; thence southwardly parallel with Plum Street, one hundred and thirty-five (135) feet to the north line of Twenty-seventh Street; and thence eastwardly, along the north line of Twenty-seventh Street, forty (40) feet to the place of beginning. Having erected thereon a frame dwelling and frame garage known as 920 West 27th Street and bearing Erie County Tax Index # (19) 60-39-322.

TAX PARCEL NUMBER: (19) 6039-322

Assessment Map number: (19) 6039-322

Assessed Value figure: \$52,050.00  
 Improvement thereon: Residential Dwelling

Martha E. Von Rosenstiel, Esquire  
 649 South Avenue, Unit #6  
 P.O. Box 822  
 Secane, PA 19018  
 (610) 328-2887

Jul. 30 and Aug. 6, 13

**SALE NO. 42**  
**Ex. #10379 of 2010**  
**The Bank of New York Mellon,**  
**Successor under NovaStar**  
**Mortgage Funding Trust, Series**  
**2005-2, Plaintiff**  
**v.**  
**Randy J. Walker**  
**Angela R. Walker, Defendant**  
**LEGAL DESCRIPTION**

ALL that certain piece or parcel of land situate in the City of Erie, County of Erie and State of Pennsylvania, bounded and described as follows to wit: BEGINNING at a point in the South line of Seventh Street, fifteen (15) feet westerly from the West line of Beech Lane, as originally laid out; Thence, southerly and now along the West line of Wayne Street, seventy (70) feet to a point; Thence, westerly and parallel with Seventh Street, thirty (30) feet to a point; Thence, northerly and parallel with Wayne Street, seventy (70) feet to the South line of Seventh Street; Thence, easterly along said South line of Seventh Street, thirty (30) feet to the place of beginning. BEING commonly known as 757-759 East 7th Street, Erie, PA 16503 Said premises are further identified by Erie County Assessment Index No. (14) 1022-201 . Being the same premises that John R. Kramer and Janice R. Kramer by John R. Kramer, her attorney-in-fact, husband and wife, by Deed dated April 29, 2005 and recorded May 2, 2005 in the Recorder of Deeds for Erie County in Book 1230 Page 962 as Instrument 2005-013996 conveyed unto Randy J. Walker and Angela R. Walker, husband and wife, as tenants by the entirety with the right of survivorship in fee. Martin S. Weisberg, Esquire Attorney ID Number: 51520 Mattleman, Weinroth & Miller Attorneys for Plaintiff 401 Route 70 East, Suite 100 Cherry Hill, NJ 08034 (856) 429-5507  
 Jul. 30 and Aug. 6, 13

**SALE NO. 43**  
**Ex. #11576 of 2010**  
**Beneficial Consumer Discount**  
**Company D/B/A Beneficial**  
**Mortgage Co. of Pennsylvania**  
**v.**  
**Daniel R. Bauer, Original**  
**Mortgagor and Real Owner and**  
**Suzanne M. Bauer, Original**  
**Mortgagor**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11576-2010 Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Co. of Pennsylvania v. Daniel R. Bauer, Original Mortgagor and Real Owner and Suzanne M. Bauer, Original Mortgagor, owners of property situated in City of Erie, Erie County, Pennsylvania being 1151, West 31st Street, Erie, PA 16508 Assessment Map number: 19-6219-115 Assessed Value figure: \$54,030.00 Improvement thereon: Residential Dwelling Mary L. Harbert-Bell, Esquire 220 Lake Drive East, Suite 301 Cherry Hill, NJ 08002 (856) 482-1400  
 Jul. 30 and Aug. 6, 13

**SALE NO. 45**  
**Ex. #11323 of 2010**  
**Deutsche Bank National Trust**  
**Company, as Trustee of the**  
**IndyMac IMSC Mortgage Trust**  
**2007-F3, Mortgage Pass-Through**  
**Certificates, Series 2007-F3**  
**under the Pooling and Servicing**  
**Agreement dated August 1, 2007,**  
**Plaintiff**  
**v.**  
**Jessica Sevening aka**  
**Jessica M. Sevening, Defendant**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11323-10 Deutsche Bank National Trust Company, as Trustee of the IndyMac IMSC Mortgage Trust 2007-F3, Mortgage Pass-Through Certificates, Series 2007-F3 under the Pooling and Servicing Agreement dated August 1, 2007 vs. Jessica Sevening aka Jessica M. Sevening, owner(s) of property situated in Borough of Albion, Erie County, Pennsylvania

being 32 Deer Street, Albion, PA 16401 .1722 acres Assessment Map number: (1)1-2-11-2 Assessed Value figure: \$59,090.00 Improvement thereon: a residential dwelling Michael J. Clark, Esquire Shapiro & DeNardo, LLC Attorney for Movant / Applicant 3600 Horizon Drive, Suite 150 King of Prussia, PA 19406 (610) 278-6800  
 Jul. 30 and Aug. 6, 13

**SALE NO. 46**  
**Ex. #12821 of 2006**  
**WELLS FARGO BANK,**  
**NA, AS TRUSTEE FOR**  
**MORGAN STANLEY CAPITAL**  
**I INC. TRUST 2004-OP1**  
**MORTGAGE PASS-THROUGH**  
**CERTIFICATES, SERIES 2004-**  
**OP1, Plaintiff**  
**v.**  
**THERESA ANDERSON**  
**LAWRENCE L. ANDERSON**  
**MICHAEL T. TARKOWSKI,**  
**Defendant(s)**  
**DESCRIPTION**

All that certain piece or parcel of land situate in the Township of Millcreek, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit: Beginning at the point of intersection of the south line of West Gore Road and the east line of Dorchester Drive; thence south 24 degrees, 35 minutes east, along the east, along the east line of Dorchester Drive, 130.76 feet to an iron pin; thence north 64 degrees, 25 minutes east along the residue of the David B. Wiley property, 100.00 foot to an iron pipe in the west line of the Russell Huffman property; thence north 24 degrees, 35 minutes west, along the west line of Huffman property, 130.76 feet to a point in the south line of West Gore Road; thence south 64 degrees, 25 minutes west, along the south line of West Gore Road, 100.00 feet to the place of beginning. Being the northerly 130.76 feet to the Lot No. 17 of the Grand View Gardens as recorded in Erie County Map Book 2, Page 460. Said premises being

more commonly known as 943-945 West Gore Road, Erie, PA and bearing Erie County Index Number (33) 119-519.0-001-01.  
Parcel# 119-519-1-01  
PROPERTY ADDRESS: 943-945 W. Gore Road, Erie, PA 16509  
Michael T. McKeever, Esquire  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center, 701 Market Street Philadelphia, PA 19106-1532  
(215) 627-1322  
Jul. 30 and Aug. 6, 13

**SALE NO. 48**

**Ex. #11302 of 2010**  
**THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWMB2004-R1, Plaintiff**  
**v.**

**ANTHONY J. BOWERS,**  
**Defendant(s)**

**DESCRIPTION**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE FIFTH WARD OF THE CITY OF ERIE, COUNTY OF ERIE AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEING LOT NUMBER NINE (9) OF A REPLIT OF BLOCK "U" OF THE WILLIAM SPENCER FARM SUBDIVISION, AS SHOWN ON A PLOT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF ERIE COUNTY, PENNSYLVANIA IN MAP BOOK 4, PAGES 230 AND 231, HAVING ERECTED THEREON A ONE AND ONE-HALF STORY FRAME DWELLING, AND BEING COMMONLY KNOWN AS 941 EAST 34TH STREET, ERIE, PENNSYLVANIA. BEARING ERIE COUNTY INDEX NO. (18) 5395-208.  
PROPERTY ADDRESS: 941 East 34th Street, Erie, PA 16504  
Michael T. McKeever, Esquire  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center, 701 Market Street Philadelphia, PA 19106-1532  
(215) 627-1322

Jul. 30 and Aug. 6, 13

**SALE NO. 49**

**Ex. #11229 of 2010**  
**WELLS FARGO BANK, N.A., AS TRUSTEE FOR MASTR ASSET BACKED SECURITIES**

**TRUST 2005-OPT1, Plaintiff**  
**v.**

**TIMOTHY J. CARLSON**  
**MICHELLE L. CARLSON,**  
**Defendant(s)**

**DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania, being the West one-half of Plot of Lot No. 2 of Edgewood Subdivision, a part of Reserve Tract No. 13, a plot of same being recorded in Erie County Map Book 2, page 499 and having a frontage of 50 feet on Eleventh Street, as extended from the City of Erie Westward and a depth of 93 feet 3 inches along the East line of Lot no. 1 of said subdivision. Being known and designated as Tax Parcel No. (33) 28-72-39 in the Deed Registry Office of Erie County, Pennsylvania.  
PROPERTY ADDRESS: 3318 West 11th Street, Erie, PA 16505  
Michael T. McKeever, Esquire  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center, 701 Market Street Philadelphia, PA 19106-1532  
(215) 627-1322

Jul. 30 and Aug. 6, 13

**SALE NO. 50**

**Ex. #15426 of 2009**  
**CITIMORTGAGE INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC., Plaintiff**  
**v.**

**STELLA R. DARZEN**  
**YVONNE M LUGENBEAL,**  
**Defendant(s)**

**DESCRIPTION**

ALL THAT certain piece or parcel of land situate in the Township of Union, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:  
BEGINNING at an iron spike on the centerline of Murray Hill Road, said point being S 00 degrees 45' 00" W. A distance of 360 feet from the line dividing Amity Township and Union Township; thence, S 00 degrees 45' 00" E. along the

centerline of Murray Hill Road, a distance of 1175.50 feet to an iron spike; thence S 85 degrees 15' 00" W along the north line of the radius of land now or formerly of Ronald C. Fountain and Audrey S. Fountain, his wife, a distance of 530 feet to a point; thence N 00 degrees 45' 00" W along the east line of land now or formerly of Thomas J. Sebald and Charlene Sebald, his wife, a distance of 1175.50 feet to an iron survey pin; thence N 00 degrees 15' 00" E along said land now or formerly of Thomas J. Sebald and Charlene Sebald, his wife, a distance of 630 feet to an iron spike in the centerline of Murray Hill Road, or place of beginning  
PROPERTY ADDRESS: 14990 Murray Road, Union City, PA 16438  
Michael T. McKeever, Esquire  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center, 701 Market Street Philadelphia, PA 19106-1532  
(215) 627-1322

Jul. 30 and Aug. 6, 13

**SALE NO. 51**

**Ex. #11290 of 2010**  
**CITIFINANCIAL SERVICES, INC, Plaintiff**  
**v.**

**ROBERT F. DOBSON,**  
**Defendant(s)**

**DESCRIPTION**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF ERIE, COUNTY OF ERIE, COMMONWEALTH OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN BOOK: 9, PAGE 69, ID# 19-61-18-222, BEING KNOWN AND DESIGNATED AS A METES AND BOUNDS PROPERTY ALSO DESCRIBED AS:  
ALL THAT CERTAIN PIECE or parcel of land situate in the Sixth (6) Ward, City of Erie, County of Erie, and State of Pennsylvania, bounded and described as follows, to-wit; BEING LOT Number Ten (10) of Block Number twenty (20) of a replot of the JOHN BURTON Subdivision, as shown on a plot of said Subdivision recorded in the Office of the Recorder of Deeds of Erie County Pennsylvania, in Map



Book No. 4, pages 218, 219, having erected thereon a one story frame dwelling and being commonly known as 1014 West 35th Street, Erie, Pennsylvania.  
 TAX PARCEL#: 19-61-222  
 PROPERTY ADDRESS: 1014 West 35th Street, Erie, PA 16508  
 Michael T. McKeever, Esquire  
 Attorney for Plaintiff  
 Suite 5000 - Mellon Independence Center, 701 Market Street Philadelphia, PA 19106-1532  
 (215) 627-1322

Jul. 30 and Aug. 6, 13

**SALE NO. 53**

**Ex. #10807 of 2010**  
**JPMORGAN CHASE BANK, N.A., AS ACQUIRER OF CERTAIN ASSETS AND LIABILITIES OF WASHINGTON MUTUAL BANK FROM THE FEDERAL DEPOSIT INSURANCE CORPORATION ACTING AS RECEIVER F/K/A WASHINGTON MUTUAL BANK F.A. S/B/M PNC MORTGAGE CORPORATION OF AMERICA, Plaintiff**  
**v.**  
**CYNTHIA E. LECHEFSKY MICHAEL G. LECHEFSKY, Defendant(s)**  
**DESCRIPTION**

All that certain piece or parcel of land situate in the Borough of Edinboro, County of Erie, and Commonwealth of Pennsylvania, being the southern one-half (1/2) of Lots Nos. 23 and 25 of Block "YL" as more fully appearing in Erie County Map Book 4 at Pages 10 and 11.  
 The above-described property is more commonly known as 301 Monroe Street, Edinboro, Pennsylvania 16412 and is further identified by Erie County Tax Index Number (11) 1-14-13.  
 PROPERTY ADDRESS: 301 Monroe Street, Edinboro, PA 16412  
 Michael T. McKeever, Esquire  
 Attorney for Plaintiff  
 Suite 5000 - Mellon Independence Center, 701 Market Street Philadelphia, PA 19106-1532  
 (215) 627-1322

Jul. 30 and Aug. 6, 13

**SALE NO. 55**  
**Ex. #10440 of 2010**  
**SELECT PORTFOLIO SERVICING, INC., Plaintiff**  
**v.**  
**CHRISTINA M. SPADACCIO, Defendant(s)**  
**DESCRIPTION**

ALL that certain piece or parcel of land situate in the City of Erie, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit: BEGINNING at a point in the east line of Hess Avenue one hundred and twenty-six (126) feet southwardly from the intersection of the east line of Hess Avenue with the south line of East Tenth Street; thence eastwardly and parallel with East Tenth Street one hundred and three and nine tenths (103.9) feet, more or less, to a point in the eastern limits of the City of Erie; thence southwardly along the line of the eastern city limits thirty-one (31) feet to a point; thence westwardly and parallel with East Tenth Street aforesaid one hundred and three and nine-tenths (103.9) feet, more or less, to the east line of Hess Avenue; thence northwardly by and along the east line of Hess Avenue thirty-one (31) feet to the place of beginning and having erected thereon a two-story frame dwelling.  
 ALSO all that certain piece or parcel of land situate in Millcreek Township, now City of Erie, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit: In Millcreek Township, now City of Erie, County of Erie, Pennsylvania, beginning at the point of intersection of the former old East City Line with the North line of Eleventh Street as indicated on the Map recorded in Map Book No. 1, page 81; thence North along the former East City line One hundred twenty-five and fifty-four hundredths (125.54) feet; thence Eastwardly parallel with Tenth Street, Forty-seven and five-tenths (47.5) feet; thence Southwardly One hundred twenty-five and fifty-four hundredths (125.54) feet; thence Westwardly parallel to Tenth Street, Forty-eight and seven-tenths

(48.7) feet to the place of beginning. Being Lot No. 11 of the Subdivision of Reed Addition as made by Kate Davenport and recorded in Erie County, Pennsylvania Map Book No. 2, Page 45.  
 Said property being commonly known as 1011 Hess Avenue, Erie, Pennsylvania 16503, and further identified in the assessment records of Erie County as Index Nos. 15-2102-318 and 15-2102-322, respectively.  
 PROPERTY ADDRESS: 1011 Hess Avenue, Erie, PA 16503  
 Michael T. McKeever, Esquire  
 Attorney for Plaintiff  
 Suite 5000 - Mellon Independence Center, 701 Market Street Philadelphia, PA 19106-1532  
 (215) 627-1322

Jul. 30 and Aug. 6, 13

**SALE NO. 56**  
**Ex. #11478 of 2010**  
**BANK OF AMERICA, N.A., Plaintiff**  
**v.**  
**KRISTIN D. WATKINS, Defendant(s)**  
**DESCRIPTION**

All that certain piece or parcel of land situate in the City of Erie, County of Erie and State of Pennsylvania, being the West one-half (1/2) of in Lot. No. 853, in square 64, and being more particularly bounded and described as follows, to-wit: Beginning at a point in the North line of 10th Street, two hundred six and one-fourth (206 1/4) feet West of the intersection of the West line of Plum Street with the North line of 10th Street; thence westwardly along the North line of 10th Street, forty-one and one-fourth (41 1/4) feet to a point; thence Northwardly in a line parallel with Plum Street, one hundred sixty-five (165) feet to a point; thence Eastwardly in a line parallel with 10th Street, forty-one and one fourth (41 1/4) feet to a point; thence Southwardly in a line parallel with Plum Street, one hundred sixty-five (165) feet to the North line of 10th Street the point and place of beginning; Having erected thereon a frame dwelling and garage and being commonly

known as 922 West 10th Street, Erie, PA bearing Erie County Tax Index # (16) 3047-139, Tax Parcel # 16-0300-047.0-139.00, premises being: 922 West 10th Street, Erie, PA 16502.

TAX PARCEL #: (16) 3047-139  
PROPERTY ADDRESS: 922 West 10th Street, Erie, PA 16502

Michael T. McKeever, Esquire  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center, 701 Market Street Philadelphia, PA 19106-1532  
(215) 627-1322

Jul. 30 and Aug. 6, 13

**SALE NO. 57**

**Ex. #15686 of 2009**

**PNC Bank, N.A., s/b/m/t National City Bank, Plaintiff**

v.

**Nancy E. Sanford a/k/a**

**Nancy E. Wagner, Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 15686-09 PNC Bank, N.A., s/b/m/t National City Bank vs. Nancy E. Sanford a/k/a Nancy E. Wagner, owner(s) of property situated in Borough of Fairview, Erie County, Pennsylvania being 7252 Old Ridge Road, PO Box 351, Fairview, PA 16415

107.87 feet, 135.3 feet, 160.2 feet, 85.63 feet, 94.62 feet  
Assessment Map number: 21-76-6-9

Assessed Value figure: \$74,320.00  
Improvement thereon: dwelling  
Patrick Thomas Woodman, Esq.  
436 Seventh Ave.  
1400 Koppers Bldg.  
Pittsburgh, PA 15219  
(412) 434-7955

Jul. 30 and Aug. 6, 13

**SALE NO. 58**

**Ex. #11166 of 2010**

**First Horizon Home Loans, a division of First Tennessee Bank National Association**

v.

**DEBRA A. HARRIS**

**SHERIFF'S SALE**

By virtue of a Writ of Execution file to No. 11166-2010 First Horizon Home Loans, a division of First Tennessee Bank National

Association vs. DEBRA A. HARRIS, owner(s) of property situated in the City of Erie, County of Erie, Pennsylvania being 1119 EAST 5TH STREET, ERIE, PA 16507

33 X 120.5 FEET  
Assessment Map Number: 14010040010900

Assessed Value figure: \$38,940.00  
Improvement thereon: Single Family Dwelling

Scott A. Dieterick, Esquire  
Kimberly A. Bonner, Esquire  
Joel Ackerman, Esquire  
Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 301  
Mountainside, NJ 07092  
(908) 233-8500

Jul. 30 and Aug. 6, 13

**SALE NO. 59**

**Ex. #15349 of 2009**

**The Bank of New York Mellon fka The Bank of New York, as Trustee for the Benefit of The Certificateholders of CWMBMS 2002-11, Plaintiff**

v.

**Donald N. Detzel, Defendant**

**SHORT DESCRIPTION**

ALL that certain piece or parcel of land situate in the Third Ward of the City of Erie, County of Erie and State of Pennsylvania.

By virtue of a Writ of Execution filed to No. 15349-2009 The Bank of New York Mellon fka The Bank of New York, as Trustee for the Benefit of The Certificateholders of CWMBMS 2002-11 v. Donald N Detzel, owners of property situated in the Township of Third Ward of the City of Erie, Erie County, Pennsylvania being 1317-1319 West 9th Street, Erie, Pennsylvania 16502.

Tax I.D. No. 16-030-061.0-109.00  
Assessment: \$77,364.78  
Improvements: Residential Dwelling  
McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 2080  
Philadelphia, PA 19109

Jul. 30 and Aug. 6, 13

**SALE NO. 60**

**Ex. #11445 of 2005**

**Centex Home Equity Corporation n/d/b/a Centex Home Equity Company, LLC, Plaintiff**

v.

**Carol Zoe Bloss-Fulton a/k/a**

**Carol Zoe Fulton, Defendant**

**SHORT DESCRIPTION**

All that Certain Piece and parcel of Land situate in the Township of Union, County of Erie, Commonwealth of Pennsylvania.

By virtue of a Writ of Execution filed to No 11445 of 2005 Centex Home Equity Corporation n/d/b/a Centex Home Equity Company, LLC v. Carol Zoe Bloss-Fulton a/k/a Carol Zoe Fulton, owners of property situated in the Township of Union, Erie County, Pennsylvania being 10040 Concord Road, Union City, Pennsylvania 16438.

Tax I.D. No. (43) 14-41-8.02  
Assessment: \$83,201.33  
Improvements: Residential Dwelling  
McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 2080  
Philadelphia, PA 19109

Jul. 30 and Aug. 6, 13

**SALE NO. 61**

**Ex. #12106 of 2009**

**BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P.**

v.

**Barbara W. Shuttle**

**SHORT DESCRIPTION**

By virtue of a Writ of Execution filed to No. 12106-09 BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P. v. Barbara W. Shuttle, owners of property situated in the City of Erie, Erie County, Pennsylvania being 511 Cranch Avenue, Erie, Pennsylvania 16511.

Tax I.D. No. 14-1111-219  
Assessment: \$64,445.72  
Improvements: Residential Dwelling  
McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 2080  
Philadelphia, PA 19109

Jul. 30 and Aug. 6, 13

**SALE NO. 62**

**Ex. #11183 of 2010**  
**Wells Fargo Bank, N.A., as**  
**Trustee for Option One**  
**Mortgage Loan Trust 1999-B**  
**Asset-Backed Certificates, Series**  
**1999-B, Plaintiff**

v.

**Richard A. Spadacene and**  
**Cara L. Miller, Defendant**  
**SHORT DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in the Township of Millcreek, County of Erie and State of Pennsylvania. By virtue of a Writ of Execution filed to No. 11183-10 Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 1999-B Asset-Backed Certificates, Series 1999-B v. Richard A. Spadacene and Cara L. Miller, owners of property situated in the Township of Millcreek, Erie County, Pennsylvania being 2241 Gatesmill Drive, Erie, Pennsylvania 16509. Tax I.D. No. 33-108-480.4-14 Assessment: \$154,484.20 Improvements: Residential Dwelling McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 2080 Philadelphia, PA 19109 Jul. 30 and Aug. 6, 13

**SALE NO. 63**

**Ex. #11370 of 2010**  
**Everhome Mortgage Company,**  
**Plaintiff**

v.

**Richard T. Stewart Jr.,**  
**Defendant**  
**DESCRIPTION FOR**  
**ADVERTISING**

All that certain piece, parcel or lot of land situate in City of Erie Township, Forest County, and Commonwealth of Pennsylvania, being known as 938 E. 30th St, Erie, Pennsylvania 16504 Title to said premises is vested in Richard T. Stewart Jr. by deed from JOHN M. GRIEP, SINGLE dated December 10, 2003 and recorded December 19, 2003 in Deed Book 1095, Page 1818. TAX MAP AND PARCEL NUMBER: 18 050-053-0139-00

THE IMPROVEMENTS THEREON ARE: Residential Dwelling REAL DEBT: \$86,681.36 SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF: Richard T. Stewart Jr. McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 2080 Philadelphia, PA 19109 (215) 790-1010 Jul. 30 and Aug. 6, 13

**SALE NO. 65**

**Ex. #11052 of 2010**  
**DEUTSCHE BANK NATIONAL**  
**TRUST COMPANY, AS**  
**TRUSTEE FOR FFMLT TRUST**  
**2005-FF8, MORTGAGE PASS-**  
**THROUGH CERTIFICATES,**  
**SERIES 2005-FF8, Plaintiff**

v.

**RACHEL M. AULENBACHER**  
**A/K/A RACHAL M.**  
**AULENBACHER**  
**DAVID L. AULENBACHER,**  
**Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11052-10 DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FFMLT TRUST 2005-FF8, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF8 vs. RACHEL M. AULENBACHER A/K/A RACHAL M. AULENBACHER and DAVID L. AULENBACHER Amount Due: \$53,232.34 RACHEL M. AULENBACHER A/K/A RACHAL M. AULENBACHER and DAVID L. AULENBACHER, owner(s) of property situated in BOROUGH OF GIRARD, Erie County, Pennsylvania being 201 NICKLE PLATE AVENUE, GIRARD, PA 16417-1118 A/K/A 201 NICKEL PLATE AVENUE, GIRARD, PA 16417-1118 Dimensions: 90 Acreage: 125 Assessment Map number: 23-003-015.0-017.00 Assessed Value: \$54,860.00 Improvement thereon: Residential Phelan Hallinan & Schmiegl, LLP

One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000 Jul. 30 and Aug. 6, 13

**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**

**HIXENBAUGH, LOUISE V.,  
deceased**

Late of the Township of Millcreek, County of Erie, Pennsylvania  
*Executor:* Jeffrey C. Hixenbaugh, c/o 246 West 10th Street, Erie, PA 16501  
*Attorney:* Scott E. Miller, Esquire, 246 West Tenth Street, Erie, PA 16501

**HURST, LAWRENCE E.,  
deceased**

Late of Waterford Township, County of Erie, Commonwealth of Pennsylvania  
*Executrix:* Thelma R. Hurst, Esq., c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508  
*Attorney:* I. John Dunn, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508

**KISIEL, BERNARD F.,  
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania  
*Executrix:* Denise Bielinski, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506  
*Attorney:* James F. Toohey, Esquire, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508

**NEIL, DAVID J.,  
deceased**

Late of the City of Erie, Erie County, Pennsylvania  
*Executor:* William D. Neil, 8140 Filter Plant Road, North East, PA 16428  
*Attorney:* Christine Hall McClure, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**REID, CATHERINE B.,  
deceased**

Late of the Borough of North East  
*Executors:* William S. Reid, Stephen M. Reid, and Janet Reid Trojanowski  
*Attorney:* Joseph M. Walsh, III, Esq., Shapira, Hutzelman, Berlin, Ely, Smith and Walsh, 305 West 6th Street, Erie, PA 16507

**PATTERSON, JAMES J.,  
deceased**

Late of the Township of Girard  
*Executrix:* Colleen Ann Patterson, c/o Malcolm L. Pollard, 4845 W. Lake Rd., Erie, PA 16505  
*Attorney:* Malcolm L. Pollard, Esq., 4845 W. Lake Rd., Erie, PA 16505

**THOMAS, DEBRA L.,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Administrator:* Lavon Thomas  
*Attorney:* David J. Rhodes, Esquire, Elderkin, Martin, Kelly & Messina, 150 West 8th Street, Erie, PA 16501

**SECOND PUBLICATION**

**ADAMUS, OLGA M.,  
deceased**

Late of the Township of Fairview, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Daniel E. Adamus, 5605 Langmore Lane, Erie, PA 16505  
*Attorneys:* MacDonald, Illig, Jones & Britton, LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**BOSSART, EDWARD C.,  
deceased**

Late of the City of Erie  
*Executor:* Barry J. Bossart, c/o 332 East 6th Street, Erie, PA 16507-1610  
*Attorney:* Evan E. Adair, Esq., Williams and Adair, 332 East 6th Street, Erie, PA 16507-1610

**CUMMINGS, CARLI  
CHRISTINA,  
deceased**

Late of Millcreek Twp.  
*Administrator:* James P. Cummings, c/o David B. Cercone, Cercone Erlain & Associates, 1100 Manor Building, 564 Forbes Avenue, Pittsburgh, PA 15219  
*Attorney:* David B. Cercone, Esq., Cercone Erlain & Associates, 1100 Manor Building, 564 Forbes Avenue, Pittsburgh, PA 15219

**DEINER, GENEVIEVE,  
deceased**

Late of Erie, PA  
*Executrix:* Dawn Sauter, 324 Newbury Drive, Monroeville, PA 15146  
*Attorney:* None

**GAVIN, LeANNA N.,  
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania  
*Co-Executors:* John R. Gavin and Barbara L. Wiley  
*Attorney:* Edward P. Wittmann, Esquire, Elderkin, Martin, Kelly & Messina, 150 East 8th Street, Erie, PA 16501

**GRICE, FLORENCE H., a/k/a  
FLORENCE E. GRICE,  
deceased**

Late of the City of Corry, County of Erie  
*Executor:* Robert E. Grice, 202 West Church Street, Corry, Pennsylvania 16407  
*Attorney:* W. Richard Cowell, Esquire, Carney & Good, 254 West Sixth Street, Erie, Pennsylvania 16507

**NOWACZYK, THOMAS F.,  
deceased**

Late of the City of Erie  
*Administrator:* Barbara  
Nowaczyk Monteith  
*Attorney:* Catherine A. Allgeier,  
504 State St., Suite 203, Erie, PA  
16501

**ROHDE, MAY E.,  
deceased**

Late of Erie County  
*Executor:* Douglas E. Rohde, 864  
Bryn Mawr Ave., Wycliffe, OH  
44092  
*Attorney:* Eric B. Rohde, Esq.,  
1926 Peach Street, Erie, PA  
16502

**SHAFFER, NANCY A., a/k/a  
NANCY SHAFFER,  
deceased**

Late of Erie County, Pennsylvania  
*Executor:* Clara F. Moore, c/o  
David W. Bradford, Esq., 731  
French St., Erie, PA 16501  
*Attorney:* David W. Bradford,  
Esq., 731 French St., Erie, PA  
16501

**SPITMAN, ROBERTA H.,  
deceased**

Late of the City of Corry, County  
of Erie, Commonwealth of  
Pennsylvania  
*Executrix:* Barbara Morris,  
c/o Quinn, Buseck, Leemhuis,  
Toohey & Kroto, Inc., 2222 West  
Grandview Blvd., Erie, PA 16506  
*Attorney:* Colleen R. Stumpf,  
Esq., Quinn, Buseck, Leemhuis,  
Toohey & Kroto, Inc., 2222 West  
Grandview Blvd., Erie, PA 16506

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**ACKER, MONICA ROSE,  
deceased**

Late of the City of Erie  
*Executor:* Dennis Lagan, 445  
Townhall Road West, Waterford,  
PA 16441  
*Attorney:* Daniel P. Marnen,  
Esq., Marnen Mioduszewski  
Bordonaro Wagner & Sinnott,  
LLC, 516 West Tenth Street, Erie,  
PA 16502

**CHITESTER, GEORGE G.,  
deceased**

Late of Erie County, Pennsylvania  
*Executor:* Jane Ellen Krahe,  
511 Vermont Avenue, Erie,  
Pennsylvania 16505  
*Attorney:* Charles D. Agresti,  
Esq., Agresti Law Firm, 4934  
Peach Street, Erie, Pennsylvania  
16509

**FEENEY, COLIN E.,  
deceased**

Late of the Township of  
Millcreek, County of Erie,  
Commonwealth of Pennsylvania  
*Executrix:* Colleen Feeney-  
Keyes, c/o Quinn, Buseck,  
Leemhuis, Toohey & Kroto, Inc.,  
2222 West Grandview Blvd.,  
Erie, PA 16506  
*Attorney:* Scott L. Wallen, Esq.,  
Quinn, Buseck, Leemhuis,  
Toohey & Kroto, Inc., 2222 West  
Grandview Blvd., Erie, PA 16506

**GIACOBELLO, ANTHONY F.,  
a/k/a TONY GIACOBELLO,  
deceased**

Late of Erie, PA, Erie County, PA  
*Executrix:* Madeline M. Wolf  
*Attorney:* Gregory A. Karle,  
Esquire, 900 State Street, Suite  
103, Erie, PA 16501

**PARKS, AGNES T.,  
deceased**

Late of the Township of Millcreek,  
Erie County, Pennsylvania  
*Executor:* Robert W. Parks, 11  
Jerry Drive, Plattsburgh, NY  
12901  
*Attorney:* Christine Hall McClure,  
Esq., Knox McLaughlin Gornall  
& Sennett, P.C., 120 West Tenth  
Street, Erie, PA 16501

**PISCOR, CLARA L.,  
deceased**

Late of Millcreek Township,  
County of Erie and  
Commonwealth of Pennsylvania  
*Executrix:* Juanita Ponce  
*Attorney:* Thomas J. Minarcik,  
Esquire, Elderkin, Martin, Kelly  
& Messina, 150 East 8th Street,  
Erie, PA 16501

**SCHULER, JOHN E.,  
deceased**

Late of the Township of  
Millcreek, County of Erie and  
Commonwealth of Pennsylvania  
*Executor:* Edward Schuler  
*Attorney:* John B. Enders,  
Esquire, Elderkin, Martin, Kelly  
& Messina, 150 East 8th Street,  
Erie, PA 16501

**SCOTT, IDA JANET,  
deceased**

Late of the City of Erie  
*Executor:* Dr. Vernon D. Dobbs,  
5274 W. 51st Street, Fairview, PA  
16415  
*Attorney:* Larry D. Meredith,  
Esq., 2021 E. 20th Street, Erie,  
Pennsylvania 16510

**TATAR, WILLIAM J.,  
deceased**

Late of the City of Erie,  
Commonwealth of Pennsylvania  
*Executor:* Dale R. DeMarco,  
4226 Caroline Drive, Erie,  
Pennsylvania 16509  
*Attorney:* Richard A. Vendetti,  
Esq., Vendetti & Vendetti, 3820  
Liberty Street, Erie, PA 16509

**VICKEY, WILLIAM GARRETT,  
deceased**

Late of the City of Erie, County  
of Erie, and Commonwealth of  
Pennsylvania  
*Executrix:* Rosemarie Culmer,  
219 Lake Cliff Drive, Erie,  
Pennsylvania 16511  
*Attorney:* Robert E. McBride,  
Esquire, 32 West Eighth Street,  
Suite 600, Erie, Pennsylvania  
16501

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