

# Erie County Legal Journal

March 25, 2011

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94 ERIE 24 - 32  
Deeter v. Deeter

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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

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# Erie County Bar Association

## Calendar of Events and Seminars

### **TUESDAY, MARCH 29, 2011**

#### *Effective Legal Negotiation Skills: 2011*

PBI Groupcast Seminar

Erie County Bar Association

9:00 a.m. - 4:45 p.m. (8:30 a.m. reg.)

*Lunch Included*

\$324 (member) \$304 (admitted after 1/1/07)

\$344 (nonmember)

Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee: \$299 (member) \$279 (admitted after 1/1/07) \$319 (nonmember)

5 hours substantive / 1 hour ethics

### **WEDNESDAY, MARCH 30, 2011**

#### *Understanding the Basics of Elder Law*

PBI Groupcast Seminar

Erie County Bar Association

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

*Lunch Included*

\$254 (member) \$234 (admitted after 1/1/07)

\$274 (nonmember)

Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee: \$229 (member) \$209 (admitted after 1/1/07) \$249 (nonmember)

5 hours substantive / 1 hour ethics (integrated)

### **FRIDAY, APRIL 1, 2011**

#### *Do's and Don'ts of Appellate Practice*

ECBA Lunch-n-Learn Seminar

Bayfront Convention Center

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

\$48 (ECBA member/non-attorney staff)

\$72 (nonmember)

1.5 hours substantive

### **FRIDAY, APRIL 1, 2011**

#### *PBA Professionalism Committee Update*

PBI Video Seminar

Erie County Bar Association

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

\$59 (member) \$69 (nonmember)

1 hour ethics

### **TUESDAY, APRIL 5, 2011**

#### *Preparing Your Trial Strategy: The Value of Conducting Mock Juries*

ECBA Lunch-n-Learn Seminar

Bayfront Convention Center

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

\$32 (ECBA member/non-attorney staff)

\$45 (nonmember)

1 hour substantive

### **WEDNESDAY, APRIL 6, 2011**

#### *Trial Strategy with Mongeluzzi, Stern & Tanner*

PBI Groupcast Seminar

Erie County Bar Association

12:30 p.m. - 4:45 p.m. (12:00 p.m. reg.)

\$274 (member) \$254 (admitted after 1/1/07)

\$294 (nonmember)

Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee: \$249 (member) \$229 (admitted after 1/1/07) \$269 (nonmember)

4 hours substantive

### **THURSDAY, APRIL 7, 2011**

#### *Advanced Issues in Civil Practice: Judicial Review*

PBI Video Seminar

Erie County Bar Association

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

\$129 (member) \$109 (admitted after 1/1/07)

\$149 (nonmember)

3 hours substantive / 1 hour ethics



### **2011 BOARD OF DIRECTORS**

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# *In Memoriam*



## *Anthony M. Preston*

*February 1, 1934 - March 14, 2011*

*Attorney Anthony M. Preston, 77 of Erie passed away on Monday, March 14, 2011 at his residence. He was born in Erie on February 1, 1934 to the late Anthony and Mary Slomski Przewicki.*

*Mr. Preston was a graduate of St. John Kanty Prep, Gannon College and Georgetown University Law Center in Washington DC. He practiced law in Erie for 50 years from 1960 to 2010. He was a member of the Erie County and Pennsylvania Bar Associations and was also admitted to practice law in the District of Columbia.*

*Attorney Preston belonged to Holy Trinity Parish for many years and served on the Parish Council and its School Board. He currently was a member of St. Peter Cathedral. He also was a member of the Board of Directors of the East Side Boys Club and received a Presidential Citation for his dedication to youth.*

*Anthony served in the United States Army and was a Veteran of the Korean War, where he served as an Artillery Forward Observer.*

*He was preceded in death by his sisters, Adelle Pickens and Theresa DeBus and his brother Frank Preston.*

*Survivors include his wife of 49 years Mary E. Reigel Preston of Erie and his daughter Attorney Ann M. Preston of Pittsburgh, Pennsylvania.*

*A memorial Mass was held at St. Peter Cathedral with private burial at Trinity Cemetery.*



*Editor's Note*

Please note the following correction to the opinion, *Fullmer v. Lion's Oar, et al. v. Fullmer*, published in last week's issue of the *Erie County Legal Journal*, Vol. 94, No. 11.

Attorney Steven C. Beckman was listed incorrectly as the attorney for Defendant Lion's Oar. The appearance should have been listed as:

Steven C. Beckman, Esq., Attorney for Defendant Steven C. Beckman

**ATTENTION ALL ATTORNEYS**

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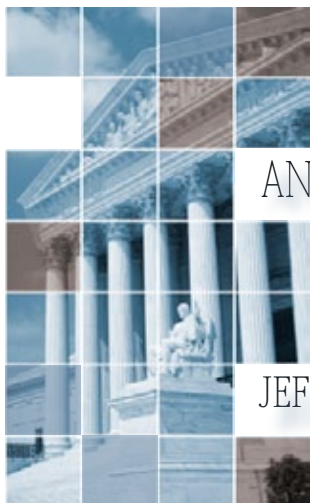
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## ANNUAL LAW DAY LUNCHEON

*April 29, 2011*

Noon - Bayfront Convention Center  
\$25/ticket; \$200/table

*Keynote Speaker*

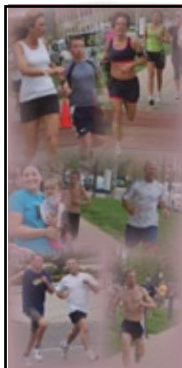
JEFFREY TOOBIN

A high-profile senior analyst for CNN and staff writer for *The New Yorker*, Jeffrey Toobin has provided analysis on some of the most provocative and important events of our time.

The author of critically acclaimed *New York Times* best sellers, Toobin's 2007 book *The Nine: Inside the Secret World of the Supreme Court*, delves into the historical, political and personal inner workings of the Supreme Court and its Justices to reveal the inside story of one of America's most mysterious and powerful institutions.



*Reservations are due to the ECBA office by Friday, April 15, 2011*



# 8th Annual Law Day 5K Run/Walk

**SATURDAY, APRIL 30, 2011**

**9:00 a.m. - Erie County Courthouse  
140 West Sixth Street**

**Entry Fees: \$20.00 (adults)  
\$10.00 (12 and under)**

**Race Premium:** Top-quality long-sleeved t-shirt.  
You must be pre-registered to be guaranteed a shirt.

**Presented by the  
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**ERIE COUNTY BAR ASSOCIATION  
IN COOPERATION WITH  
THE ERIE RUNNERS CLUB**

**POSTMARK DEADLINE TO PRE-REGISTER  
IS FRIDAY, APRIL 15, 2011**

**Event benefits the ECBA's Attorneys & Kids Together Program,  
supporting the educational needs of Erie's homeless students, and  
the Runners Club Scholarship Fund.**

*Print an Application or Register Online at [www.eriebar.com](http://www.eriebar.com).*

**DARLENE M. DEETER, now by Marriage**  
**DARLENE M. OMARK, Plaintiff**  
**v.**  
**RICHARD W. DEETER, Defendant**

*MARITAL SETTLEMENT AGREEMENT / STATUTE OF LIMITATIONS*

Four-year statute of limitations period, 42 Pa. C.S. §5525, for an action in contract is inapplicable where the duties of the parties are ongoing under a valid marital settlement agreement. With continuing obligations, the statute of limitations runs from either the time of the breach or termination of the contract.

*MARITAL SETTLEMENT AGREEMENT / DOCTRINE OF LACHES*

Wife's claims, raised six (6) years after an alleged breach of a valid marital settlement agreement, were not barred by the doctrine of laches as the obligations under the contract were continuing.

*MARITAL SETTLEMENT AGREEMENT / CONTRACT PRINCIPLES / IMPRACTICABILITY*

Since Pennsylvania law provides that when a contracting party's performance is made impracticable without his or her fault by the occurrence of an event the non-occurrence of which was a basic assumption on which the contract was made, his or her duty to render that performance is discharged, husband's obligation to pay child support to wife was impracticable and thus discharged because the basic assumption of the marital settlement agreement, that wife would remain the children's primary custodian, was no longer applicable.

*MARITAL SETTLEMENT AGREEMENT / CONTRACT PRINCIPLES / BREACH*

Because a material breach of a contract relieves the non-breaching party from the duty to perform and the breaching party may not insist upon the contract's performance, wife's actions in direct violation of the clear terms of the marital settlement agreement precluded recovery and husband was excused from performance.

*MARITAL SETTLEMENT AGREEMENT / CONTRACT PRINCIPLES / INTERPRETATION*

Since a Court is obligated to construe a contract as written and is not at liberty to read terms into it under the guise of interpretation, husband was obligated to pay parochial school tuition and related costs as per the express language of marital settlement agreement because payment was not premised upon the children's wishes.

*CHILD SUPPORT / HEALTH INSURANCE / DERIVATIVE BENEFITS*

Because the derivative benefits a dependent child is entitled to under 42 U.S.C.A. §402(d)(1) of the Social Security Act which are the result of a parent's retirement and paid to a representative payee are to be used for the use and benefit of the beneficiary for current maintenance as per

20 C.F.R. §§ 416.640, 404.2010, and 404.2040(a), husband's obligation under marital settlement agreement to pay health insurance for minor child was satisfied.

*MARITAL SETTLEMENT AGREEMENT / CONTRACT PRINCIPLES / ENFORCEMENT*

Wife's claim for reimbursement for medical insurance costs was time-barred since claim was filed after husband's obligation had ended under marital settlement agreement and husband's obligation to provide health insurance was discharged due to wife's denial of coverage by subsequent health insurance carrier.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY,  
PENNSYLVANIA NO. 11033-2000

Appearances: James H. Richardson, Jr., Esq., Attorney for Plaintiff  
Stephen E. Sebald, Esq., Attorney for Defendant

**OPINION**

Kelly, E., J. December 17, 2010

This divorce matter is before the Court on Darlene M. Omark's (hereinafter "Wife") Motion for Contempt Citation and Motion to Enforce Marital Settlement Agreement.

**BACKGROUND**

Richard W. Deeter (hereinafter "Husband") and Wife married in 1985. *See* N.T. at 9. Two children, Richard Ryan Deeter, born January 16, 1987 and Brett Joseph Deeter, born in July of 1991, were born of their marriage. *See* N.T. at 10. The parties divorced by an April 19, 2001 decree. *See* Plaintiff's Exhibit A; N.T. at 10-11.

On March 13, 2001, Husband and Wife entered into a Marital Settlement Agreement. *See* Plaintiff's Exhibit A; *see also* N.T. at 11. Said Agreement was incorporated into the Divorce Decree. *See* Plaintiff's Exhibit A; *see also* N.T. at 11. Among other things, the Marital Settlement Agreement provided for Husband to pay to wife \$350 per week in child support, pay to Wife \$1,000 annually for gifts for the children, pay all parochial school tuition for both children, provide for the children's medical insurance, and provide for Wife's medical insurance.

Husband did not make any child support payments to Wife from September 1, 2004 through April 13, 2010, the date that Wife filed her Petition. *See* N.T. at 52. For the same time period, Husband failed to pay to Wife the annual thousand-dollar payment for gifts for the children. *See* N.T. at 52. Moreover, he did not make any direct payments of Brett's health insurance in 2010. *See* N.T. at 45. Furthermore, he failed to pay Brett's parochial school tuition in 2004 and, in the same year, he stopped providing Mother with health insurance. *See* N.T. at 20 and 49-50.



On April 13, 2010, Wife, noting that Husband was about to receive income from the sale of his home, filed her Motion seeking recovery for Husband's alleged breaches of the Marital Settlement Agreement. *See* N.T. at 30. Husband filed an Answer to Petitioner's Motion for Contempt Citation and Motion to Enforce Marital Settlement Agreement alleging that his duty to pay child support was discharged as the Agreement made it a condition that Wife remain the children's custodial parent, which she did not. Husband's Answer further asserts that Wife's claims for the years 2004, 2005 and 2006 were time barred pursuant to the statute of limitations for contract claims. Moreover, Husband alleges that Wife's claims, filed six years after the alleged breach, should be barred by the doctrine of laches.

### **DISCUSSION**

First, Husband contends that Wife's claims are barred by a four-year statute of limitations.

The statute of limitations on Wife's claims is four years. *See* 42 Pa.C.S. 5525. Nevertheless, "where the duties of the parties are ongoing, the statute of limitations generally does not run." *Miller v. Miller*, 983 A.2d 736, 743 (Pa. Super. 2009)(citations omitted). With continuing obligations, the statute of limitations runs from either the time of the breach or termination of the contract. *Id.*

With regard to child support, the parties' Agreement provides: "The Husband's obligation to provide support shall terminate when each child becomes 18 years of age or graduates from high school, whichever event occurs later." Plaintiff's Exhibit A. As Brett remained in high school at the time when Wife filed her Motion, the child support obligation was continuing. Accordingly, Wife's claims related to child support are not barred by the statute of limitations. Moreover, Husband's attempt to bar Wife's claims via the doctrine of laches must fail as the obligations under the contract were continuing obligations. *See Lipschutz v. Lipschutz*, 571 A.2d 1046, 1051 (Pa. Super. 1990).

With regard to health insurance for Wife, the Agreement provides: "[Husband's] obligation to provide such insurance for Wife shall terminate on his death, her death, or her remarriage, or on the expiration of five (5) years from the entry of this Agreement, whichever event occurs first." The parties entered into the Marital Settlement Agreement on March 13, 2001. Accordingly, Husband's obligation to provide insurance for Wife expired on March 13, 2006. Wife, however, did not file her Motion for Contempt Citation and Motion to Enforce Marital Settlement Agreement until April 13, 2010. In that respect, Wife's claim for enforcement of the health insurance provisions is time-barred.

With regard to the remaining claims, the general rules of contract apply. *See Stamerro v. Stamerro*, 889 A.2d 1251 (Pa. Super. 2005);

*Tuthill v. Tuthill*, 763 A.2d 417, 419 (Pa.Super. 2000); *Reif v. Reif*, 626 A.2d 169, 173 (Pa.Super. 1993). Accordingly, the parties' intent governs the interpretation of the agreement. See *Krizovensky v. Krizovensky*, 624 A.2d 638, 642 (Pa.Super. 1993). The intent of parties is found in the express language of the writing itself. See *Tuthill*, 763 A.2d at 419; *Krizovensky*, 624 A.2d at 642; *McMahon v. McMahon*, 612 A.2d 1360, 1364 (Pa.Super. 1992). The Court is obligated to construe the contract as written and may not modify its plain meaning under the guise of interpretation. See *Tuthill*, 763 A.2d at 420. The court is only free to receive extrinsic evidence, i.e. parol evidence, to resolve an ambiguity. *Id.* at 419; *Krizovensky*, 624 A.2d at 642. A contract is only ambiguous if it is fairly susceptible of different constructions and capable of being understood in more than one sense. See *Tuthill*, 763 A.2d at 419. A contract is not ambiguous merely because the parties have different interpretations of its terms. See *id.*

## **I. CHILD SUPPORT**

First, Wife seeks payment of \$105,933.00, plus interest, for child support from 2004 through May of 2010<sup>1</sup>.

Article 18 of the parties' Marital Settlement Agreement provides:

### **18. CHILD SUPPORT**

There are two children born of the marriage, Ryan Deeter born 01/16/87 and Brett Deeter born 07/09/91 who remain eligible to receive child support. The Husband shall pay to the Wife for the benefit of the two children the sum of \$350 per week in child support. In addition, he shall continue to insure both children with his medical insurance policy provided through his employment at Deeter Tool & Manufacturing, Inc. The Husband shall also be responsible for payment of 100% of all uninsured medical, dental, eye care and pharmaceutical expenses. The Husband shall also pay to the Wife, the sum of \$1,000 on or about October 15 of each year to assist her in providing gifts for the children. The Husband shall also be responsible for the payment of all parochial school tuition for both children until each child graduates from the twelfth grade. In addition to the tuition obligation, the Husband shall pay all costs for school uniforms, all activities fees and sports fees related to school activities and all outside sports fees and activities fees for each child through the twelfth grade. The Husband's obligation to provide support shall terminate when each child becomes 18 years of age or graduates from high school, whichever event

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<sup>1</sup> Brett, the parties' youngest child, graduated from high school in 2010. See N.T. at 10.

occurs later. The parties acknowledge that the child support obligation is modifiable by the filing of a complaint for support with the Erie County Domestic Relations Office at any time.

The parties hereby agree that the Husband as the noncustodial parent shall be entitled to claim dependency exemptions for Ryan and Brett... .

#### Plaintiffs Exhibit A.

Through June of 2004, Husband made the child support payments in accordance with the Agreement. *See* N.T. at 12-13. In July and August of 2004, Husband paid \$175.00 in child support to Wife. *See* N.T. at 13 and 42. Thereafter, Husband made no further child support payments to Wife, including cessation of payment of the \$1,000 gift sum. *See* N.T. at 13-14 and 52.

Pennsylvania law provides:

Where, after a contract is made, a party's performance is made impracticable without his fault by the occurrence of an event the non-occurrence of which was a basic assumption on which the contract was made, his duty to render that performance is discharged, unless the language or the circumstances indicate to the contrary.

*Luber v. Luber*, 614 A.2d 771 (Pa. Super. 1992); *see also Hart v. Arnold*, 884 A.2d 316 (Pa. Super. 2005); *Ellwood City Forge Corp. v. Fort Worth Heat Treating Co.*, 636 A.2d 219 (Pa. Super. 1994).

The parties agree that the intent of the child support provision was to provide Wife with child support because she was the children's primary custodian. *See* N.T. at 32 and 43. In other words, it was a basic assumption of the contract that Wife would remain the children's primary custodian. The children did not, however, remain in Mother's custody. To the contrary, in June of 2004, Brett started living in Husband's home where he remained until December 20, 2009.<sup>2</sup> *See* N.T. at 41-42 and 45. Ryan moved into Husband's home in August of 2004. *See* N.T. at 4. Because Husband, rather than Wife, was the children's primary custodian, Husband stopped paying child support to Wife. Husband's obligation to pay child support to Wife was discharged as it became

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<sup>2</sup> Wife testified that Brett lived with her 80-100% of the time from 2006 through 2010. *See* N.T. at 25. Wife's current husband testified that Brett was in Wife's custody at least seventy-five percent of the time from 2006-09 and almost a hundred percent of the time from 2009 to the date of testimony. *See* N.T. at 37. Wife's testimony was not credible. Wife often looked to her attorney prior to answering questions before this Court. Moreover, without her counsel asking leading questions, she wasn't able to correctly answer simple questions such as whether she filed a complaint for child support or when Husband stopped paying her medical insurance. *See* N.T. at 19-20 and 32-33. Furthermore, the Husband's action of reducing child support by one half for the months of July and August of 2004 and then ceasing payment in September of 2004 supports his position that one child moved in with him in June of 2004 with the second one following in August of 2004.

impracticable for him to pay child support to Wife once he was the party in the position of providing for the children. To hold otherwise would be unduly burdensome for Husband who would be providing for the care of the children while in his home as well as paying for their care in a home in which they did not live. Moreover, such a concept frustrates the basic premise of child support. Specifically, the Court fails to see how, under the facts of this case, it could possibly be in the children's best interests to take money away from the household in which they live.<sup>3</sup> It is reprehensible that Wife seeks to recover money that would have been paid to her at her children's detriment had she pursued it when it was allegedly due.

Accordingly, Husband's performance was discharged on the basis of impracticability.

## **II. \$1,000.00 ANNUAL GIFT PAYMENT**

Wife further seeks recovery of \$6,000.00, plus interest, for Husband's failure to pay the \$1,000.00 gift sum from 2004 through 2009.

In relevant part, Article 18 of the parties' Marital Settlement Agreement provides that "The Husband shall also pay to the Wife, the sum of \$1,000 on or about October 15 of each year to assist her in providing gifts for the children."

Commencing with 2004, Husband did not pay Wife \$1,000 annually for gifts for the children. *See* N.T. at 52. Husband discovered that Wife was using the \$1,000 payment to buy gifts for her family, rather than for the children. *See* N.T. at 47. Accordingly, Husband began using the money to take the children on vacations, rather than paying it to Wife. *See* N.T. at 47-48.

It is well-established that a material breach of a contract relieves the non-breaching party from the duty to perform under the contract. *LJL Transp., Inc. v. Pilot Air Freight Corp.*, 962 A.2d 639 (Pa 2009). Similarly, when a party to a contract is guilty of a material breach, that party may not insist upon the contract's performance. *See id.*

Clearly, Wife, who was spending the children's gift money on individuals other than the children, was in direct violation of the clear terms of the Agreement. Accordingly, Husband was excused from the obligation to provide Wife with the \$1,000 annual sum and Wife is precluded from insisting that he do so.

## **III. PAROCHIAL SCHOOL TUITION**

Wife, via check dated August 28, 2004, paid \$2,700.00 in parochial school tuition. *See* Plaintiff's Exhibit B; *see also* N.T. at 15. She seeks

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<sup>3</sup> Certainly, there may be cases in which child support is warranted for a non-custodial parent. There is no record evidence, however, that this is such a case. To the contrary, Husband was in a poor situation financially. *See* N.T. at 43.

reimbursement of said payment, plus interest.

Article 18 of the parties' Marital Settlement Agreement further provides, in relevant part:

The Husband shall also be responsible for the payment of all parochial school tuition for both children until each child graduates from the twelfth grade. In addition to the tuition obligation, the Husband shall pay all costs for school uniforms, all activities fees and sports fees related to school activities and all outside sports fees and activities fees for each child through the twelfth grade.

Plaintiff's Exhibit A.

With regard to the parochial school tuition, Husband indicated that he didn't make the payment because Wife, rather than the children wanted the children to attend parochial school. *See* N.T. at 48 and 55. The Agreement, however, does not premise the payment of parochial school tuition on the children's wishes. As the Court is not at liberty to read terms into the contract, Husband is obligated to repay Wife.

#### **IV. BRETT'S HEALTH INSURANCE**

Wife further claims that she paid \$1,196.45 in medical insurance for Brett during 2010 and she seeks reimbursement for the same. *See* Plaintiff's Exhibit C; *see also* N.T. at 16-18.

In 2006, when Husband turned sixty-two years of age, he began receiving social security benefits for Brett. *See* N.T. at 45 and 53-54. Husband used these payments to pay for Brett's health insurance. *See* N.T. at 45-46. In lieu of paying the insurance, Husband turned over the social security checks, with the instruction that money was to be taken from the \$962 monthly payment for Brett's health insurance. *See* N.T. at 45 and 49.

There is a presumption in PA case law that an obligor's child support obligation will be reduced by the amount of retirement benefits paid directly to the child. As the Pennsylvania Superior Court recently explained:

Pursuant to the Social Security Act, derivative benefits are available to dependent children of an individual entitled to Social Security retirement benefits. 42 U.S.C.A. § 402(d)(1). The benefits are made to the minor's "representative payee" who must use them "for the use and benefit of the beneficiary." 20 C.F.R. §§ 416.640, 404.2010. Benefits are distributed "for the use and benefit of the beneficiary if they are used for the beneficiary's current maintenance," including costs associated with obtaining "food, shelter, clothing, medical care and personal comfort items." 20 C.F.R. § 404.2040(a).

*Silver v. Pinsky*, 981 A.2d 284, 292-293 (Pa. Super. 2009).

Husband paid for Brett's health insurance via the child's derivative benefits. Accordingly, Wife's claim is without merit.

# **V. WIFE'S HEALTH INSURANCE**

Wife further claims that Husband failed to provide her with medical insurance from October of 2004 through March 12, 2006 (the end of the five-year term under the Agreement) and, therefore, she incurred costs of \$4,091.40, for which she should be reimbursed, plus interest.

Article 16 of the Marital Settlement Agreement provides, in relevant part:

Husband shall continue to provide a medical, dental and pharmaceutical insurance policy covering Wife. His obligation to provide such insurance for Wife shall terminate on his death, her death, or her remarriage, or on the expiration of five (5) years from the entry of this Agreement, whichever event occurs first. Husband's obligation to provide such insurance for the Wife shall terminate if as a result of an insurance audit performed by his health insurance carrier, she is disqualified by the insurance carrier from being covered by the Husband's medical, dental and pharmaceutical insurance policy. The parties specifically agree that this obligation shall not be deemed to be alimony.

Plaintiffs Exhibit A.

The obligation to provide Wife with insurance ended on March 13, 2006. Wife, however, did not file her Motion until April 13, 2010. Accordingly, Wife's claim is time barred.

Regardless, Husband's obligation to provide health insurance to Wife was discharged. Specifically, the Agreement provides that "Husband's obligation to provide such insurance for the Wife shall terminate if as a result of an insurance audit performed by his health insurance carrier, she is disqualified by the insurance carrier from being covered." The company providing coverage for Wife went out of business in 2004 and the company that took over coverage denied coverage to Wife because Husband and Wife were divorced. *See* N.T. at 49-50. Accordingly, Husband's obligation to Wife ceased.

An appropriate Order will follow.

**ORDER**

**AND NOW**, to-wit, this 17th day of December, 2010, upon consideration of Darlene M. Omark's Motion for Contempt Citation and Motion to Enforce Marital Settlement Agreement, it is hereby **ORDERED, ADJUDGED and DECREED** that said Motion is **GRANTED in part**. Specifically, Richard W. Deeter shall pay to Darlene M. Omark \$2,700 for the children's 2004-2005 school tuition. Ms. Omark's remaining claims are **DENIED**.

Each party shall be responsible for his/her own attorney's fees.

**BY THE COURT:**

/s/ **ELIZABETH K. KELLY, JUDGE**

**LEGAL NOTICE**

**ACTION TO QUIET TITLE**

In the Court of Common Pleas of Erie County, Pennsylvania: Civil Action - Equity; Action to Quiet Title No. 11-10593

MADELYN M. JANOSIK, Plaintiff; To: MERIDIAN EXPLORATION CORPORATION, its successors and assigns and all others claiming by or through them, Defendant(s). You are hereby notified that Madelyn M. Janosik, has filed an Action to Quiet Title. The subject property is described as follows:

ALL that certain piece or parcel of land situate in the Township of Washington, County of Erie and Commonwealth of Pennsylvania, being a part of Tract No. 411, bounded and described as follows: BEGINNING at a point in the north line of the State Road, at the southeast corner of land of Earl Ryan; thence northerly along the east line of Earl Ryan, one hundred seven (107) rods more or less to the land of Irvin P. Ryan; thence easterly along the land of Irvin P. Ryan and Albert Martin heirs, eighty (80) rods more or less to the line of Henry Lennis; thence southerly along the land of Henry Lennis and M. P. Hall, to the north line of the State Road; thence westerly along the State Road, (80) rods more or less to the place of beginning.

Containing fifty (50) acres of land, be the same more or less and commonly known as 2770 Old State Road, Waterford, PA 16441, Tax Index # (45) 3-6-10.00.

Being the same piece or parcel of land acquired by deed dated January 14, 1947 and recorded as shown in the Erie County Recorder of Deeds in Deed Book 0491 page 0519. On February 16, 2011 the Court ordered that notice of this action may be given by publication so that the title to the property may be adjudicated. The Complaint, filed February 15, 2011, requests the Court to decree that title to the property is free and clear of any claim or interest of any of the said Defendants, their successors, assigns or anyone claiming by, through and under them, and that the said Defendants be barred from

asserting any right, title and interest in and to the property inconsistent with the interest and claim of the Plaintiff unless action is taken by Defendant within thirty (30) days of the Court's Order.

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the complaint, you must take action within twenty (20) days after this publication by entering a written appearance personally or by an 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 the relief requested by the plaintiffs. You may lose money, property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE the Lawyers Referral Service, P.O. Box 1792, Erie, PA 16502 (814) 459-4411.

Jeffrey G. Herman, Esq.  
Attorney for the Plaintiff  
412 High Street  
Waterford, PA 16441  
(814) 796-1987

Mar. 25

**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County, Pennsylvania  
Docket No. 10433-2011

In Re: Marissa E. Dean

Notice is hereby given that a Petition was filed in the above named Court requesting an order to change the name of Marissa Emily Dean to Marissa Emily Farrell.

The Court has fixed the 7th day of April, 2011, at 10:15 a.m. in Courtroom I-217 of the Erie County Courthouse, 140 W. 6th St., Erie, PA 16501 as the time and place for the hearing on said petition, when and where all interested parties may appear and show cause, if any they have, why the prayer of the Petitioner should not be granted.

Mar. 25

**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County, Pennsylvania

Docket No. 11061-2011

In Re: Jack Mosher

Notice is hereby given that a Petition was filed in the above named Court requesting an order to change the name of Jack William Mosher, Jr. to Jack Mosher Fujisaki.

The Court has fixed the 20th day of April, 2011, at 9:00 a.m. in Courtroom 208B of the Erie County Courthouse, 140 W. 6th St., Erie, PA 16501 as the time and place for the hearing on said petition, when and where all interested parties may appear and show cause, if any they have, why the prayer of the Petitioner should not be granted.

Mar. 25

**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County, Pennsylvania

Docket No. 10960-2011

In Re: Nicholas Michael Vercillo

Notice is hereby given that a Petition was filed in the above named Court requesting an order to change the name of Nicholas Michael Vercillo to Nicholas Michael Buffalari.

The Court has fixed the 3rd day of May, 2011, at 9:30 a.m. in Courtroom I-217 of the Erie County Courthouse, 140 W. 6th St., Erie, PA 16501 as the time and place for the hearing on said petition, when and where all interested parties may appear and show cause, if any they have, why the prayer of the Petitioner should not be granted.

Mar. 25

**FICTITIOUS NAME NOTICE**

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

**FICTITIOUS NAME NOTICE**

1. Fictitious Name: Desi's Interstate Beer
2. Address of the principal place



of business, including street and number: 2605 Evanston Ave., Erie, PA 16506

3. The real names and addresses, including street and number, of the persons who are parties to the registration: John Desmond Long, 1837 West 9th Street, Erie, PA 16505

4. An application for registration of a fictitious name under the Fictitious Names Act was filed on February 28, 2011.

Susmarski & Hain  
Ronald J. Susmarski, Esq.  
4030-36 West Lake Road  
Erie, PA 16505

Mar. 25

#### FICTITIOUS NAME NOTICE

1. Fictitious Name: Heartfelt Care - Erie

2. The principal place of business to be carried on under the fictitious name is: 4166 W. Ridge Road, Erie, PA 16506

3. The name and address of the party to the registration is: Heartfelt Home

Healthcare Services, Inc., 4166 West Ridge Road, Erie, PA 16506

4. An application for registration of the above fictitious name was filed with the Pennsylvania Department of State under the Fictitious Name Act on March 4, 2011.

Gary K. Schonthal, Esquire  
Kubinski, Susko & Schonthal  
135 East 6th Street  
Erie, PA 16501

Mar. 25

#### INCORPORATION NOTICE

Notice is hereby given that Articles of Incorporation for D. Woods Farm, Inc. were filed with the Department of State, Commonwealth of Pennsylvania on February 14, 2011. The Corporation is organized under the Business Corporation Law of 1988 to operate the farm and other related lawful activities.

David R. Devine, Esq.  
201 Erie Street  
Edinboro, PA 16412

Mar. 25

#### INCORPORATION NOTICE

Erie Professional Football Inc. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988. David R. Devine, Esq.

201 Erie Street  
Erie, PA 16412

Mar. 25

#### INCORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation - Domestic Non-Profit Corporation were filed with the Department of State, Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, on November 20, 2010, for MARANATHA PENTECOSTAL CHURCH, INC. under the provisions of the Pennsylvania Non-Profit Corporation Law of 1988.

Herman & Herman, LLC  
Jeffrey G. Herman, Esquire  
412 High Street  
Waterford, PA 16441

Mar. 25

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[www.jeffreyfreedman.com](http://www.jeffreyfreedman.com)

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**Jeffrey  
Freedman**

Attorneys at Law

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## The Erie County Bar Association

in cooperation with its

Civil Litigation Section *presents*

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As a lawyer, you are well aware that you may only get one chance to present what is hopefully a “winning strategy” for your client.

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- ✓ Test legal arguments and strategies before unveiling them in the courtroom
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- ✓ Determine credibility from the “jurors” perspective
- ✓ Learn which words, terms and phrases “jurors” understand and which should be avoided
- ✓ Understand what emotions, feelings, and possibly hidden motives influence the “jurors”
- ✓ Determine what type of “jurors” are most likely to be favorable to your client’s case
- ✓ Gain insights into the opposition’s potential strategies

**Tuesday, April 5, 2011**

**Bayfront Convention Center**

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

**Seminar - 12:15 p.m. - 1:15 p.m.**

**\$32 (ECBA member/non-attorney staff)**

**\$48 (nonmember)**

**1 hour substantive law credit**

Presenter:

### **Colleen Moore Mezler**

President & CEO of Moore Research Services, Inc.

*Ms. Mezler is a second generation researcher and seasoned professional with 23 years in the market research industry. She has significant experience in both quantitative and qualitative research and has grown Moore Research into a reputable company that is “ahead of the curve”.*

*Mezler serves as Past President of the Marketing Research Association and is certified by the MRA as an expert in market research. She received the 2009 Distinguished Service Award from the MRA and is the 2009 Athena Powerlink recipient.*



#### ECBA Financial Hardship Policy:

Any lawyer for whom the cost of an ECBA Continuing Legal Education program is a financial hardship may petition the ECBA Executive Director for a reduced fee. For more information on the policy and how to apply, please contact the ECBA office at 459-3111. All requests will be confidential.

#### Cancellation Policy for ECBA Events/Seminars:

Cancellations received on or before the last reservation deadline will be fully refunded. Cancellations received after the deadline or non-attendance will not be refunded. If you register for an event without payment in advance and don't attend, it will be necessary for the ECBA to send you an invoice for the event.

*Reservations due to the ECBA office by April 1, 2011.*

**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

**April 15, 2011  
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

Mar. 25 and Apr. 1, 8

**SALE NO. 1**

**Ex. #15459 of 2010**

**Marquette Savings Bank**

**v.**

**Ross A. Esparcia**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 15459 - 2010, Marquette Savings Bank vs. Ross A. Esparcia, owner of property situate in the City of Erie, Erie County, Pennsylvania being: 4109 Brewer Avenue, Erie, Pennsylvania.

60 x 123.715

Assessment Map Number:  
(18) 5256-123

Assessed Value Figure: \$62,970.00  
Improvement Thereon: Residence  
Donald F. Fessler, Jr., Esq.

Marsh Spaeder Baur Spaeder

& Schaaf, LLP  
Suite 300, 300 State Street  
Erie, Pennsylvania 16507  
(814) 456-5301

Mar. 25 and Apr. 1, 8

**SALE NO. 2**

**Ex. #15556 of 2010**

**ERIE GENERAL ELECTRIC  
FEDERAL CREDIT UNION,  
Plaintiff**

**v.**

**DONALD W. STAAF and  
PAMELA J. STAAF, Defendants  
ADVERTISING DESCRIPTION**

By virtue of Writ of Execution filed at No. 15556-2010, Erie General Electric Federal Credit Union v. Donald W. Staaf and Pamela J. Staaf, owner of the following properties identified below:

1) Situate in the Township of Lawrence Park, County of Erie, and Commonwealth of Pennsylvania at 2618 Vandalia Avenue, Erie, Pennsylvania 16511:

Assessment Map No.: (29)1-6-11

Assessed Value Figure: \$97,870.00

Improvement Thereon: Single-Family Ranch Style Brick Residential Dwelling

Michael S. Jan Janin, Esquire

Pa. I.D. No. 38880

The Quinn Law Firm

2222 West Grandview Boulevard

Erie, PA 16506

(814) 833-2222

Mar. 25 and Apr. 1, 8

**SALE NO. 3**

**Ex. #15236 of 2010**

**NORTHWEST SAVINGS  
BANK, Plaintiff,**

**v.**

**ERNEST N. BOUCHARD and  
JEANNETTE A. BOUCHARD,  
Defendants**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 2010-15236, Northwest Savings Bank vs. Ernest N. Bouchard and Jeannette A. Bouchard, owners of property situate in the Township of Summit, Erie County, Pennsylvania being: 8811 Peach Street, Erie, Pennsylvania.

Approx. 2.76 Acres

Assessment Map Number:

(40) 15-84-74  
Assessed Value Figure: \$89,400.00  
Improvement Thereon: Residence  
Kurt L. Sundberg, Esq.  
Marsh Spaeder Baur Spaeder  
& Schaaf, LLP  
Suite 300, 300 State Street  
Erie, Pennsylvania 16507  
(814) 456-5301

Mar. 25 and Apr. 1, 8

**SALE NO. 4**

**Ex. #10018 of 2010**

**NORTHWEST SAVINGS  
BANK, Plaintiff,**

**v.**

**ALBERT J. BRACKLEY, IV,  
Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 10018-2010, Northwest Savings Bank vs. Albert J. Brackley, IV, owner of property situate in the City of Erie, Erie County, Pennsylvania being 1345 W. 9th Street, Erie, Pennsylvania.

165' X 30' X 165' X 30'

Assessment Map Number:

(16) 3061-117

Assessed Value Figure: \$58,350.00

Improvement Thereon: Residence

Kurt L. Sundberg, Esq.

Marsh Spaeder Baur Spaeder

& Schaaf, LLP

Suite 300, 300 State Street

Erie, Pennsylvania 16507

(814) 456-5301

Mar. 25 and Apr. 1, 8

**SALE NO. 5**

**Ex. #15514 of 2010**

**NORTHWEST SAVINGS  
BANK, Plaintiff,**

**v.**

**MITCHELL K. BRANDAU  
and DEBORAH L. BRANDAU,  
Defendants**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 2010-15514, Northwest Savings Bank vs. Mitchell K. Brandau and Deborah L. Brandau, owners of property situated in the Township of Millcreek, Erie County, Pennsylvania being: 5420 Neimeyer Road, Erie, Pennsylvania. 135' x 128' x 135' x 128'

Assessment Map Number:

(33) 146-466-47

Assessed Value Figure: \$104,450.00  
Improvement Thereon: Residence  
Kurt L. Sundberg, Esq.  
Marsh Spaeder Baur Spaeder  
& Schaaf, LLP  
Suite 300, 300 State Street  
Erie, Pennsylvania 16507  
(814) 456-5301

Mar. 25 and Apr. 1, 8

**SALE NO. 6**

**Ex. #15322 of 2010**

**NORTHWEST CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,**

v.

**ALLETHIA GILBERT,  
Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 2010-15322, Northwest Consumer Discount Company vs. Allethia Gilbert, owner of property situate in the City of Erie, Erie County, Pennsylvania being: 946 East 21st Street, Erie, Pennsylvania. Approx. 80' X 32' X 79' X 32' Assessment Map Number: (18) 5037-227

Assessed Value Figure: \$30,100.00  
Improvement Thereon: Residence  
Kurt L. Sundberg, Esq.  
Marsh Spaeder Baur Spaeder  
& Schaaf, LLP  
Suite 300, 300 State Street  
Erie, Pennsylvania 16507  
(814) 456-5301

Mar. 25 and Apr. 1, 8

**SALE NO. 8**

**Ex. #15245 of 2010**

**NORTHWEST SAVINGS  
BANK, Plaintiff,**

v.

**RONALD L. STUFFT and  
DEBRA A. STUFFT, Defendants**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 2010-15245, Northwest Savings Bank vs. Ronald L. Stuft and Debra A. Stuft, owners of property situate in the Township of Millcreek, Erie County, Pennsylvania being: 2319 Loveland Avenue, Erie, Pennsylvania. 300' X 53' X 300' X 53'

Assessment Map Number: (33) 53-211-4

Assessed Value Figure: \$77,110.00

Improvement Thereon: Residence  
Kurt L. Sundberg, Esq.  
Marsh Spaeder Baur Spaeder  
& Schaaf, LLP  
Suite 300, 300 State Street  
Erie, Pennsylvania 16507  
(814) 456-5301

Mar. 25 and Apr. 1, 8

**SALE NO. 9**

**Ex. #15647 of 2009**

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

v.

**MICHELE L. BLISS  
MICHAEL J. BLISS,  
Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 15647-09

PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORPORATION vs. MICHELE L. BLISS and MICHAEL J. BLISS  
Amount Due: \$69,635.61

MICHELE L. BLISS and MICHAEL J. BLISS, owner(s) of property situated in City of Erie, Erie County, Pennsylvania being 2801 RASPBERRY STREET, ERIE, PA 16508

Dimensions: 35

Acreage: 102.75

Assessment Map number: 19-060-037.0-121.00

Assessed Value: 51,310

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

Mar. 25 and Apr. 1, 8

**SALE NO. 10**

**Ex. #11298 of 2010**

**US BANK NATIONAL  
ASSOCIATION AS TRUSTEE  
FOR CITIGROUP MORTGAGE  
LOAN TRUST 2006-WFHE2,  
Plaintiff**

v.

**KATHY BRISSETTE-MINUS,  
Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 11298-10

US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2006-WFHE2 vs. KATHY BRISSETTE-MINUS  
Amount Due: \$33,422.62

KATHY BRISSETTE-MINUS, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 431 EAST 11TH STREET, AKA 431 1/2 EAST 11TH STREET, ERIE, PA 16503-1209

Dimensions: 41 x 155

Acreage: 0.1459

Assessment Map number: 15-020-022.0-113.00

Assessed Value: \$38,460.00

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

Mar. 25 and Apr. 1, 8

**SALE NO. 11**

**Ex. #14127 of 2010**

**GMAC MORTGAGE, LLC,  
Plaintiff**

v.

**DAVID CARROLL, JR.,  
Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 14127-10

GMAC MORTGAGE, LLC vs. DAVID CARROLL, JR.  
Amount Due: \$66,327.99

DAVID CARROLL, JR, owner(s) of property situated in THE BOROUGH OF NORTH EAST, Erie County, Pennsylvania being 47 SOUTH MILL STREET, NORTH EAST, PA 16428-1147

Dimensions: 40 X 80

Acreage: .0735

Assessment Map number: 35-7-53-15  
Assessed Value: 86,050.00

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

Mar. 25 and Apr. 1, 8

**SALE NO. 12**

**Ex. #10316 of 2004**

**THE BANK OF NEW YORK  
MELLON F/K/A THE BANK OF  
NEW YORK AS SUCCESSOR  
TO JP MORGAN CHASE  
BANK NA AS SUCCESSOR-  
IN-INTEREST TO BANK  
ONE NA, AS TRUSTEE FOR  
AMORTIZING RESIDENTIAL  
COLLATERAL TRUST  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES  
2002-BC3, Plaintiff**

v.

**DARRELL J. DICKERSON,  
Defendant(s)  
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 10316-04

THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS SUCCESSOR TO JP MORGAN CHASE BANK NA AS SUCCESSOR-IN-INTEREST TO BANK ONE NA, AS TRUSTEE FOR AMORTIZING RESIDENTIAL COLLATERAL TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-BC3 vs.

DARRELL J. DICKERSON

Amount Due: \$88,070.11

DARRELL J. DICKERSON, owner(s) of property situated in Erie County, Pennsylvania being 901 WYOMING AVENUE, ERIE, PA 16505-3833

Dimensions: 40 X 134

Acreage: 0.1230

Assessment Map number: (33) 29-59-64

Assessed Value: 72,410.00

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

Mar. 25 and Apr. 1, 8

**SALE NO. 13**

**Ex. #13784 of 2010**

**WELLS FARGO BANK, N.A.,  
Plaintiff**

v.

**JONATHAN M. ESTEP,  
Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13784-10

WELLS FARGO BANK, N.A. vs.

JONATHAN M. ESTEP

Amount Due: \$63,458.04

JONATHAN M. ESTEP, owner(s) of property situated in WAYNE TOWNSHIP, Erie County, Pennsylvania being 13199 STATE LINE ROAD, CORRY, PA 16407-8927

Acreage: 1.1300

Assessment Map number: 49002004000701

Assessed Value: \$44,100.00

Improvement thereon: residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814

(215) 563-7000

Mar. 25 and Apr. 1, 8

**SALE NO. 14**

**Ex. #12446 of 2010**

**CITIMORTGAGE, INC.,  
Plaintiff**

v.

**RANDY S. FIELD  
MARYJANE M. FIELD,  
Defendant(s)**

**LEGAL DESCRIPTION**

All that certain piece or parcel of land situate in the Township of McKean, County of Erie and State of Pennsylvania, being part of Tract No. 262 in said Township and more particularly bounded and described as follows, to-wit:

BEGINNING at a point in the center line of Wagner Road at the northwest corner of lands conveyed by John Burnett, et ux., to Carl F. Cook and Florence I. Cook, his wife, by deed dated September 24, 1947 and recorded September 29, 1947 in the Recorder's Office at Erie County, Pennsylvania in Deed Book 497 at page 48 thereof; thence along the center line of Wagner Road, north 64 degrees east one hundred sixty-five (165) feet to a point; thence south 00 degree 45 minutes west thirteen hundred fifty (1,350) feet, more or less, to the south line of said piece of land conveyed by John Burnett, et ux., to Carl F.

Cook, et ux, as aforementioned; thence south 57 degrees 53 minutes west, one hundred sixty-five (165) feet to the southeast corner of said piece; thence northwardly, thirteen hundred sixty-six and twenty-five hundredths (1366.25) feet to the place of beginning, containing approximately four and one-half acres (4 1/2) acres of land, be the same more or less.

This deed is taken under and subject to easement, restrictions and right of ways of record and/or those that are visible to a physical inspection.

TITLE TO SAID PREMISES IS VESTED IN Randy S. Field and Maryjane M. Field, his wife, as tenants by the entireties with the right of survivorship in the survivor thereof, by Deed from Beverly Ann Goodwill, widow and single, dated 04/14/2004, recorded 04/15/2004 in Book 1125, Page 847.

Note: Floyd H. Goodwill died January 2, 1993, thereby vesting title solely in his wife, Beverly Ann Goodwill.

Tax Parcel #: 31-004-015.0-002.00  
Premises being: 4039 WAGNER ROAD, ERIE, PA 16509-4239  
Phelan Hallinan & Schmieg, LLP  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
215-563-7000

Mar. 25 and Apr. 1, 8

**SALE NO. 15**

**Ex. #14101 of 2010**

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

v.

**BRIAN T. KOWALSKI  
THERESA L. KOWALSKI,  
Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 14101-10  
WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC. vs. BRIAN T. KOWALSKI and THERESA L. KOWALSKI

Amount Due: \$138,081.79

BRIAN T. KOWALSKI and THERESA L. KOWALSKI,

owner(s) of property situated in TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 6054 MERIDIAN DRIVE, ERIE, PA 16509-3436  
 Acreage: 0.3444  
 Assessment Map number: 33-188-584.0-020.00  
 Assessed Value: \$112,5100.00 [sic]  
 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

Mar. 25 and Apr. 1, 8

**SALE NO. 16**

**Ex. #13865 of 2009**

**GMAC MORTGAGE, LLC,  
Plaintiff**

v.

**ERIC A. PETROFF  
KELLI R. PETROFF,  
Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13865-09  
 GMAC MORTGAGE, LLC vs. ERIC A. PETROFF and KELLI R. PETROFF  
 Amount Due: \$74,779.58  
 ERIC A. PETROFF and KELLI R. PETROFF, owner(s) of property situated in TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 5640 OLD ZUCK ROAD, ERIE, PA 16506-5033  
 Dimensions: 90.56 x 293 Irr.  
 Acreage: 0.5952  
 Assessment Map number: 33-140-554.0-011.00  
 Assessed Value: 97,140.00  
 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

Mar. 25 and Apr. 1, 8

**SALE NO. 17**

**Ex. #15511 of 2009**

**CITIMORTGAGE, INC.,  
Plaintiff**

v.

**NANCY J. WYKOFF A/K/A**

**NANCY WYKOFF, Defendant(s)  
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 15511-09  
 CITIMORTGAGE, INC. vs. NANCY J. WYKOFF A/K/A  
 NANCY WYKOFF  
 Amount Due: \$85,113.59  
 NANCY J. WYKOFF A/K/A  
 NANCY WYKOFF, owner(s) of property situated in TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 3012 LEGION ROAD, ERIE, PA 16506-3145  
 Dimensions: 70  
 Acreage: 125  
 Assessment Map number: 33-076-289.0-013.00  
 Assessed Value: 76,650  
 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

Mar. 25 and Apr. 1, 8

**SALE NO. 18**

**Ex. #12818 of 2010**

**GREEN TREE CONSUMER  
DISCOUNT COMPANY,  
F/K/A CONSECO FINANCE  
CONSUMER DISCOUNT  
COMPANY**

v.

**RICKY P. BRANDT  
MARIE A. BRANDT**

**ADVERTISING DESCRIPTION**

ATC piece or parcel of land sit. in the City of Erie, Co. of Erie, PA BEING Lot No. 26 in Out Lot No. 172, according to Auburn Heights, Re-Subdivision, recorded in Erie Co., PA, Map Book 1 at page 346. HAVING erected thereon a dwelling commonly known as 1132 W. 21st Street, Erie, PA 16502  
 Deed Book 386, Page 504  
 PARCEL No. 19-6034-229  
 Gregory Javardian, Esquire  
 James P. Kennedy, Esquire  
 Mary F. Kennedy, Esquire  
 Meghan K. Boyle, Esquire  
 Attorneys for Plaintiff  
 1310 Industrial Boulevard  
 1st Floor, Suite 101  
 Southampton, PA 18966  
 (215) 942-9690

Mar. 25 and Apr. 1, 8

**SALE NO. 20**

**Ex. #11995 of 2010**

**DEUTSCHE BANK NATIONAL  
TRUST COMPANY, as  
Indenture Trustee, on Behalf of  
the Holders of the Accredited  
Mortgage Loan Trust 2005-4  
Asset Backed Notes**

v.

**CHRISTY L. DIBELLO and  
JOSEPH J. DIBELLO  
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11995-10 DEUTSCHE BANK NATIONAL TRUST COMPANY, as Indenture Trustee, on Behalf of the Holders of the Accredited Mortgage Loan Trust 2005-4 Asset Backed Notes vs. CHRISTY L. DIBELLO and JOSEPH J. DIBELLO, Owners of the property situated in 5th Ward of the City of Erie being known as 2926 Old French Road, Erie, PA. Tax Map Number: 18050079010200  
 Assessed Value Figure: \$42,700.00  
 Improvements thereon: Detached, One and One Half Story Multi-Family Residential Dwelling  
 Barbara A. Fein, Esquire  
 I.D. No. 53002  
 Kristen D. Little, Esquire  
 I.D. No. 79992  
 The Law Offices of  
 Barbara A. Fein, P.C.  
 425 Commerce Drive, Suite 100  
 Fort Washington, PA 19034  
 (215) 653-7450

Mar. 25 and Apr. 1, 8

**SALE NO. 21**

**Ex. #11962 of 2010**

**BANK ONE, NATIONAL  
ASSOCIATION, as Trustee for  
the Holders of the Mortgage-  
Backed Pass-Through  
Certificates Series 2001-28**

v.

**WILLIAM J. KESSLER and  
SUSAN M. KESSLER  
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11962-10, BANK ONE, NATIONAL ASSOCIATION, as Trustee for the Holders of the Mortgage-Backed Pass-Through Certificates, Series 2001-28 v. WILLIAM J. KESSLER and SUSAN M. KESSLER, Owners

of the property situated in City of Erie being known as 1832 W. 23rd Street, Erie, PA.

Tax Map Number: 19062010022800

Assessed Value Figure: \$53280.00

Improvements thereon: Detached, One Story Single Family Residential Dwelling

Barbara A. Fein, Esquire

I.D. No. 53002

Kristen D. Little, Esquire

I.D. No. 79992

The Law Offices of

Barbara A. Fein, P.C.

425 Commerce Drive, Suite 100

Fort Washington, PA 19034

(215) 653-7450

Mar. 25 and Apr. 1, 8

**SALE NO. 22**

**Ex. #15434 of 2010**

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

**v.**

**JESSICA GRAHAM, Defendant  
SHERIFF'S SALE**

By virtue of a Writ of Execution No. 15434-10 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. JESSICA GRAHAM, Defendant Real Estate: 1348 WEST 20TH STREET, ERIE, PA Municipality: City of Erie, Erie County, Pennsylvania

Dimensions: 49.33 ft x 86 ft

See Deed Book 1237, Page 1590

Tax I.D. (16) 3128-214

Assessment: \$ 7,100. (Land)

\$44,290. (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

Mar. 25 and Apr. 1, 8

**SALE NO. 23**

**Ex. #15470 of 2008**

**FIRST HERITAGE  
FINANCIAL, LLC, Plaintiff  
v.**

**CARRIE A. FARKASOVSKY**

**STEPHEN C. FARKASOVSKY,  
Defendant(s)  
DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in the Township of McKean, County of Erie and Commonwealth of Pennsylvania, being part of Tract 37 and being more particularly bounded and described as follows, to wit:

BEGINNING in the centerline of Hamot Road (50 feet R/W) being 924 feet northerly from the intersection of said centerline with the centerline of Quance Road and being the northeast corner of the Daniel J. Renick property as described in Deed Book 1244 at Page 182;

Thence South 87 degrees 34 minutes 28 seconds West, along the north line of the Renick and Joseph R. Flatley properties respectively, passing over an iron survey point in the west line of road at 25.01 feet, total distance of 975.00 feet (South 87 degrees 34 minutes 28 seconds West, 975.00 feet) to an iron survey point;

Thence North 03 degrees 44 minutes 13 seconds West, along the residue of the Frank Dachtyl, Jr. property, 462.00 feet (North 03 degrees 44 minutes 13 seconds West, 462.00 feet) to an iron survey point;

Thence North 87 degrees 34 minutes 28 seconds East continuing along the residue of the Dachtyl property, passing over an iron survey point in the west line of Hamot Road at 949.99 feet, a total distance of 975.00 feet (North 87 degrees 34 minutes 28 seconds East, 975.00 feet) to the centerline of said road;

Thence South 03 degrees 44 minutes 13 seconds East, along said centerline, 462.00 feet (South 03 degrees 44 minutes 13 seconds East, 462.00 feet) to the place of beginning.

Containing 10.073 acres of land not measure and being Parcel "B" as shown on a subdivision plat by Lynn S. Hofius, P.L.S., dated October 8, 2002, and recorded in the Office of the Erie County Recorder of Deeds as Map No. 2003-83.

Being the same premises which

Frank Dachtyl, Jr. and Karen L. Dachtyl, husband and wife, by Deed dated April 9, 2003 and recorded on May 15, 2003 in Deed Book 1011 Page 1102 in the office for the Recording of Deeds in and for the County of Erie, the Commonwealth of Pennsylvania, granted and conveyed unto Carrie A. Farkasovsky and Stephen C. Farkasovsky, in fee.

Property Address: 10530 Hamot Road, McKean, PA 16426

Parcel No.# 31-17-67-5.02

PROPERTY ADDRESS: 10530 Hamot Road, McKean, PA 16426

Goldbeck McCafferty & McKeever Attorney for Plaintiff

Suite 5000 - Mellon Independence

Center, 701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

Mar. 25 and Apr. 1, 8

**SALE NO. 24**

**Ex. #11230 of 2009**

**WELLS FARGO BANK, N.A.  
AS TRUSTEE FOR OPTION  
ONE MORTGAGE LOAN  
TRUST 2004-2 ASSET-BACKED  
CERTIFICATES, SERIES 2004-  
2, Plaintiff**

**v.**

**MICHAELA A. MOKHRIBY  
A/K/A MICHAEL A.  
GRETTLER, Defendant(s)**

**DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Albion, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the intersection of East State Street and Elk Street in the Borough of Albion, said beginning point also being the southeast corner of the parcel herein conveyed;

THENCE North, along Elk Street one hundred fifteen (115) feet to a point;

THENCE Westerly, parallel with East State Street sixty-nine and sixty-four one hundredths (69.64) feet to a point;

THENCE Southerly, parallel with Elk Street one hundred fifteen (115) feet to a point;

THENCE Easterly, along East State



Street sixty-nine and sixty-four one hundredths (69.64) feet to the place of beginning, said premises being the southerly one hundred fifteen (115) feet of Lot 5 in Block 28 in the Borough of Albion, according to a plot and survey of said Borough made by E. G. Wheeler and recorded in the Recorder's Office of Erie County, Pennsylvania on February 20, 1885 in Deed Book 80 (erroneously referred to as Map Book in that deed recorded in Erie County Record Book 360, at Page 1213), at page 734.

HAVING erected thereon a frame dwelling house known as 154 East State Street, Albion, Pennsylvania, and bearing Erie County Tax Index No. (1) 4-26-7.

PROPERTY ADDRESS: 154 East State Street, Albion, PA 16401  
Goldbeck McCafferty & McKeever  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence  
Center, 701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322

Mar. 25 and Apr. 1, 8

**SALE NO. 25**

**Ex. #15451 of 2009**  
**BANK OF AMERICA,**  
**NATIONAL ASSOCIATION**  
**S/B/M LASALLE BANK**  
**NATIONAL ASSOCIATION,**  
**AS TRUSTEE FOR**  
**STRUCTURED ASSET**  
**SECURITIES CORPORATION**  
**STRUCTURED ASSET**  
**INVESTMENT LOAN TRUST**  
**MORTGAGE PASS-THROUGH**  
**CERTIFICATES, SERIES**  
**2004-3, Plaintiff**

v.

**PHILIP F. VASILE**  
**BRENDA L. VASILE,**  
**Defendant(s)**  
**DESCRIPTION**

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

BEGINNING at a point in the south line of Fifth Street, one hundred forty (140) feet east of the east line of Ash Street;

THENCE southwardly, parallel

with Ash Street, one hundred sixty-five (165) feet;

THENCE eastwardly, parallel with Fifth Street, fifty (50) feet;

THENCE northwardly, parallel with Ash Street, thirty-three (33) feet;

THENCE westwardly parallel with Fifth Street, ten (10) feet;

THENCE northwardly, parallel with Ash Street, one hundred thirty-three (133) feet to the south line of Fifth Street;

THENCE westwardly, along the south line of Fifth Street, forty (40) feet to the place of beginning.

HAVING erected thereon a two-story frame dwelling house and large frame barn known as 615 East 5th Street, Erie, Pennsylvania 16507, and bearing Erie County Tax Index No. (14) 1020-118

PROPERTY ADDRESS: 615 East 5th Street, Erie, PA 16507  
Goldbeck McCafferty & McKeever  
Attorney for Plaintiff

Suite 5000 - Mellon Independence  
Center, 701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322

Mar. 25 and Apr. 1, 8

**SALE NO. 26**

**Ex. #10173 of 2010**  
**HERITAGE HILLS**  
**COMMUNITY ASSOCIATION,**  
**INC., Plaintiff**

v.

**JENNIFER WATT, Defendant**  
**SHORT DESCRIPTION**

ALL that certain piece or parcel of land situate in the Township of Millcreek, Erie County, Pennsylvania, having erected thereon a two story condominium being commonly known as 5031 Cider Mill Road, Erie, Pennsylvania, and bearing Erie County Tax Parcel No. (33) 114-494-27.54.

BEING the same premises conveyed to Jennifer L. Watt by deed dated October 22, 2004 and recorded in the Office of the Recorder of Deeds for Erie County on October 22, 2004 at Deed Book 1183, page 1494.

Patrick J. Mondy, Esq.  
Pa. Supreme Court ID No. 207420  
MacDonald, Illig, Jones  
& Britton LLP  
100 State Street, Suite 700

Erie, Pennsylvania 16507-1459  
(814) 870-7702

Attorneys for Plaintiff

Mar. 25 and Apr. 1, 8

**SALE NO. 27**

**Ex. #14430 of 2010**

**Beneficial Consumer Discount**  
**Company D/B/A Beneficial**  
**Mortgage Co of Pennsylvania**  
**v.**

**William J. Fitzpatrick and**  
**Linda R. Fitzpatrick**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 2010-14430 Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Co of Pennsylvania vs. William J. Fitzpatrick and Linda R. Fitzpatrick, owners of property situate in City of Erie, Erie County, Pennsylvania being 3834 Lake Pleasant Road, Erie, PA 16504

Assessment Map number:  
18-5383-111

Assessed Value figure: \$60,930.00  
Improvement thereon: Residential Dwelling

Patrick J. Wesner, Esquire  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400

Mar. 25 and Apr. 1, 8

**SALE NO. 28**

**Ex. #14560 of 2010**

**Bayview Loan Servicing, LLC,**  
**a Delaware Limited Liability**  
**Company**  
**v.**

**C. Edward Holdren and**  
**Theone Holdren**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 2010-14560 Bayview Loan Servicing, LLC, a Delaware Limited Liability Company vs. C. Edward Holdren and Theone Holdren, owners of property situated in Borough of Edinboro Erie County, Pennsylvania being 106 Meadville Street, Edinboro, PA 16412

Assessment Map number:  
11014042000300 (on legal the parcel is: (11) 14-42-3

Assessed Value figure: \$155,000.00  
Improvement thereon: Residential

Dwelling  
Patrick J. Wesner, Esquire  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400

Mar. 25 and Apr. 1, 8

**SALE NO. 29**

**Ex. #14276 of 2010**  
**Beneficial Consumer Discount**  
**Company D/B/A Beneficial**  
**Mortgage Co of Pennsylvania**  
**v.**

**Darlene H. Hough**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 14276-10 Beneficial Consumer Discount Company D/B/A Beneficial Mortgage Co of Pennsylvania vs. Darlene H. Hough owners of property situated in City of Erie, Erie County, Pennsylvania being 2806 New Street, Erie, PA 16504

Assessment Map number:  
18-5158-2-4

Assessed Value figure: \$58,780.00  
Improvement thereon: Residential Dwelling

Patrick J. Wesner, Esquire  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400

Mar. 25 and Apr. 1, 8

**SALE NO. 30**

**Ex. #12891 of 2010**  
**The Huntington National Bank,**  
**Plaintiff**

**v.**

**Lisa Ann Vasilik &**  
**Kimberly Marie Irwin,**  
**Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 12891-10 The Huntington National Bank vs. Lisa Ann Vasilik & Kimberly Marie Irwin, owner(s) of property situated in Girard Township, Erie County, Pennsylvania being 7375 Lexington Rd., Girard, PA 16417

1.272 acres of land  
Assessment Map number:  
(24) 19-82-16

Assessed Value figure: \$71,500.00  
Improvement thereon: a dwelling  
Patrick Thomas Woodman, Esq.  
436 Seventh Ave., 1400 Koppers Bldg.

Pittsburgh, PA 15219  
(412) 434-7955  
Mar. 25 and Apr. 1, 8

**SALE NO. 31**

**Ex. #15465 of 2010**  
**US Bank National Association,**  
**as Trustee for Asset-Backed**  
**Pass-Through Certificates Series**  
**2006-WFHE3**  
**v.**

**Aristides Katos**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 2010-15465 US Bank National Association, as Trustee for Asset-Backed Pass-Through Certificates Series 2006-WFHE3 vs. Aristides Katos, owner(s) of property situated in the City of Erie, County of Erie, Pennsylvania being 1114 East 10th Street, Erie, PA 16503

29 x 110 = 3,190 square feet

0.0732 acres

Assessment Map Number:  
15020047031900

Improvement thereon: Single Family Dwelling

Scott A. Dietterick, Esquire  
Kimberly A. Bonner, Esquire  
Joel Ackerman, Esquire  
Ashleigh L. Levy, Esquire  
Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500

Mar. 25 and Apr. 1, 8

**SALE NO. 32**

**Ex. #15535 of 2010**  
**Aurora Loan Servicing, LLC**  
**v.**

**Imogene L. Stockton**

**SHERIFF'S SALE**

By virtue of a Writ of Execution file to No. 2010-15535 Aurora Loan Services, LLC vs. Imogene L. Stockton, owner(s) of property situated in the City of Erie, County of Erie, Pennsylvania being 245 East 24th Street, Erie, PA 16503

35.75 X 128 = 4,576 SQ FT

0.1109 ACRES

Assessment Map Number:  
18050011020800

Improvement thereon: Single Family Dwelling

Scott A. Dietterick, Esquire

Kimberly A. Bonner, Esquire  
Joel Ackerman, Esquire  
Ashleigh L. Levy, Esquire  
Zucker, Goldberg & Ackerman, LLC  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500

Mar. 25 and Apr. 1, 8

**SALE NO. 34**

**Ex. #15616 of 2010**  
**Beneficial Consumer Discount**  
**Company, d/b/a Beneficial**  
**Mortgage Co. of Pennsylvania**  
**v.**

**Edward J. Proper a/k/a**

**Edward L. Proper**

**LEGAL DESCRIPTION**

ALL THOSE CERTAIN pieces or parcels of land situate in the Township of Wayne, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the southwest corner, at a concrete sluice in the center of the Roosevelt Highway; THENCE northerly by land now or formerly owned by George Glenn Davis and Amy R. Davis, his wife, about fifty (50) rods to a post; THENCE easterly along other land now or formerly owned by Davis, Sixteen (16) rods to a post; THENCE southerly along other land now or formerly owned by Davis and parallel to the first described line, about fifty (50) rods to another concrete sluice in the center of the Roosevelt Highway; THENCE westerly along the center of the Roosevelt Highway about Sixteen (16) rods to the place of BEGINNING.

CONTAINING Five (5) acres of land, be the same more or less, and being a part of a larger piece or parcel of land located on the north side of Roosevelt Highway which Davis formerly purchased from Jennie Triscuit, and being formerly known as the Jeff Triscuit farm.

BEGINNING at a sluice in the Roosevelt Highway (U.S. Route 6) at the southeast corner of land now or formerly owned by George Glenn Davis and Amy R. Davis, his wife; THENCE north about fifty (50) rods along the east line of said Davis'

land to land now or formerly owned by Davis; THENCE east eleven (11) rods to land of the party of the first part hereto; THENCE south about fifty (50) rods to the said Roosevelt Highway aforesaid; THENCE westerly along said Roosevelt Highway eleven (11) rods to the place of BEGINNING.

CONTAINING Five hundred and fifty (550) square rods of land, be the same more or less, and being a part of a larger piece or parcel of land conveyed by Nellie M. Hall, et al, to A.R. Moses, by deed dated January 13, 1910, and recorded in the office of the Recorder of Deeds of Erie County, Pennsylvania in Deed Book 179, Page 578.

BEGINNING at a point in the north line of the Roosevelt Highway (U.S. Route 6) at the southeast corner of land conveyed to George Glenn Davis and Amy R. Davis, his wife, by deed recorded in Erie County Deed Book 572, Page 275; THENCE north along the east line of said Davis' land fifty (50) rods to a point at the northeast corner of said land of Davis; THENCE east parallel to the north line of said Roosevelt Highway about four (4) rods, be the same more or less, to a point where it would intersect the western line of land now or formerly of Mrs. Barbara Buell, if said westerly line were extended northerly; THENCE south along the extension of the western line of said Buell lot and along the west line of said Buell lot to the north line of the Roosevelt Highway; THENCE west along the north line of the Roosevelt Highway about fifty and five-tenths (50.5) feet, more or less, to the place of BEGINNING.

EXCEPTING AND RESERVING THEREFROM all that certain piece or parcel of land situate in the Township of Wayne, County of Erie and Commonwealth of Pennsylvania conveyed from George Glenn Davis and Amy R. Davis to Lawrence W. Aldrich, Sr., and Lulu F. Aldrich, his wife, and recorded in Erie County Deed Book 801, Page 254 on June 29, 1959.

HAVING thereon erected a frame dwelling house known as No. 12586

Route 6, Corry, PA 16407.

UNDER AND SUBJECT, NEVERTHELESS, to conditions, easements, restrictions, rights-of-way, building lines, leases and oil and gas leases of record and any matters which a physical inspection or survey of the real estate may disclose.

BEING the same premises which James D. Cullen, as agent for Michael J. Pasquarett and PNC Bank, National Association, Executors of the Estate of Mary Ann Kibler, by Deed dated September 21, 2006 and recorded October 2, 2006 in the Office of the Recorder of Deeds in and for Erie County in Deed Book 1365 Page 1158, as Instrument Number 2006-031289, granted and conveyed their one-half interest unto Edward J. Proper, in fee.

BEING the same premises which James Gentilman Binkley and David Waugh Binkley, Administrators of the Estate of Betty G. Binkley a/k/a Betty Gentilman Binkley, by Deed dated September 20, 2006 and recorded October 2, 2006 in the Office of the Recorder of Deeds in and for Erie County in Deed Book 1365 Page 1164, as Instrument Number 2006-031290, granted and conveyed their one-half interest unto Edward J. Proper, in fee.

PROPERTY ADDRESS: 12586 Route 6, Corry, PA 16407.

PARCEL ID # 4901704301800.

Attorney for Plaintiff:

Steven K. Eisenberg, Esquire  
Stern and Eisenberg, LLP  
The Pavilion

261 Old York Road, Suite 410  
Jenkintown, PA 19046  
(215) 572-8111

Mar. 25 and Apr. 1, 8

**SALE NO. 35**

**Ex. #15134 of 2010**

**EverHome Mortgage Company,  
Plaintiff**

**v.**

**Kristen L. Bires and  
Brian P. Bires, Defendant  
SHORT DESCRIPTION**

By virtue of a Writ of Execution filed to No. 15134-10 EverHome Mortgage Company v. Kristen L. Bires and Brian P. Bires, owners of

property situated in the Township of City of Erie, Erie County Pennsylvania being 2643 Poplar Street, Erie, Pennsylvania 16508.

Tax I.D. No. (19) 6043-334

Assessment: \$ 88,795.53

Improvements: Residential Dwelling  
McCabe, Weisberg and Conway, P.C.  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109

Mar. 25 and Apr. 1, 8

**SALE NO. 37**

**Ex. #15314 of 2010**

**Bank of America, N.A., as  
Trustee for Structured Asset  
Investment Loan Trust, Mortgage  
Pass-Through Certificates, Series  
2004-4, Plaintiff**

**v.**

**Paul J. Thelen, Defendant  
SHORT DESCRIPTION**

By virtue of a Writ of Execution filed to No. 15314-10 Bank of America, N.A., as Trustee for Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2004-4 v. Paul J. Thelen, owners of property situated in the Township of City of Erie, Erie County, Pennsylvania being 1107 East 11th Street, Erie, Pennsylvania 16503.

Tax I.D. No. 15-2048-218

Assessment: \$ 56,495.74

Improvements: Residential Dwelling  
McCabe, Weisberg and Conway, P.C.  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109

Mar. 25 and Apr. 1, 8



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Joseph P. Maloney, CPA, CFE • Michael J. Reed, CPA • James R. Scarpitti, CPA • Rick L. Clayton, CPA • Susan L. Frawley, CPA, CFE

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AUDIT LIST  
NOTICE BY  
PATRICK L. FETZNER

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

The following Executors, Administrators, Guardians and Trustees have filed their Accounts in the Office of the Clerk of Records, Register of Wills and Orphans' Court Division and the same will be presented to the Orphans' Court of Erie County at the Court House, City of Erie, on **Monday, March 28, 2011** and confirmed Nisi.

**April 21, 2011** is the last day on which Objections may be filed to any of these accounts.

Accounts in proper form and to which no Objections are filed will be audited and confirmed absolutely. A time will be fixed for auditing and taking of testimony where necessary in all other accounts.

<u>2011</u>	<u>ESTATE</u>	<u>ACCOUNTANT</u>	<u>ATTORNEY</u>
60.	Elmer A. Benson .....	Robert M. Benson, Executor .....	Thomas J. Minarcik, Esq.
61.	William Garrett Vickey .....	Rosemarie Culmer, Executrix .....	Robert E. McBride, Esq.

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

Mar. 25 and Apr. 1

**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**

**BREW, ANN DALE,  
deceased**

Late of the City of Erie, County of Erie, State of PA  
*Executrix:* Elizabeth Brew Walbridge  
*Attorney:* Elizabeth Brew Walbridge, Esq., 900 State Street, Suite 103, Erie, PA 16501

**HINES, GERALD C.,  
deceased**

Late of the Township of Millcreek, Erie County, Pennsylvania  
*Administrator:* William A. Westerburg, 5005 Zuck Rd., Lot #108, Erie, PA 16509  
*Attorney:* Christine Hall McClure, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**KAMPPI, JACK H.,  
deceased**

Late of the Borough of Girard, County of Erie, State of Pennsylvania  
*Executrix:* Starr L. Ward, 211 Amelia Lane, Peachtree City, Georgia 30269  
*Attorney:* James R. Steadman, Esq., 24 Main St. E., Girard, Pennsylvania 16417

**KARPINSKI, GARY J.,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Administrator:* Thomas E. Kuhn, 300 State Street, Suite 300, Erie, PA 16507  
*Attorney:* Thomas E. Kuhn, Esquire, Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, 300 State Street, Suite 300, Erie, PA 16507

**KEYES, JOHNNIE,  
deceased**

Late of the City of Erie, Commonwealth of Pennsylvania  
*Executor:* Richard A. Vendetti, Esquire, 3820 Liberty Street, Erie, Pennsylvania 16509  
*Attorney:* Richard A. Vendetti, Esq., Vendetti & Vendetti, 3820 Liberty Street, Erie, PA 16509

**LUCKEY, ROBERT J., a/k/a  
R. JOSEPH LUCKEY, a/k/a  
ROBERT JOSEPH LUCKEY,  
deceased**

Late of the City of Erie  
*Executor:* Raymond Luniewski  
*Attorney:* Norman A. Stark, Esquire, The Stark Law Firm, 100 State Street, Suite 210, Erie, PA 16507

**MAISNER, ARTHUR LEO, II,  
a/k/a ARTHUR L. MAISNER,  
deceased**

Late of the Township of Washington  
*Executrix:* Adriane Pitt  
*Attorney:* Norman A. Stark, Esquire, The Stark Law Firm, 100 State Street, Suite 210, Erie, PA 16507

**MCCAIN, CHARLES R.,  
deceased**

Late of Millcreek Twp., Erie, Pennsylvania  
*Executor:* Patricia A. McCain, c/o Robert G. Dwyer, Esq., 120 West 10th Street, Erie, PA 16501  
*Attorney:* Robert G. Dwyer, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**NAPIERKOWSKI, RICHARD,  
deceased**

Late of the County of Erie and Commonwealth of Pennsylvania  
*Executor:* Mark Napierkowski c/o Jeff A. Connelly, Esquire, 2913 Pittsburgh Ave., Erie, Pennsylvania 16508  
*Attorney:* Jeff A. Connelly, Esquire, 2913 Pittsburgh Ave., Erie, Pennsylvania 16508

**PEARSON, LENORE K.,  
deceased**

Late of Harborcreek Township  
*Executor:* Thomas Pearson  
*Attorney:* Norman A. Stark, Esquire, The Stark Law Firm, 100 State Street, Suite 210, Erie, PA 16507

**PETERSON, NAOMI,  
deceased**

Late of Millcreek Township, Erie County, Commonwealth of Pennsylvania  
*Executor:* Lewis Michael Peterson, 1226 W. 54th Street, Erie, PA 16509  
*Attorney:* None

**SECOND PUBLICATION**

**BAKER, GARY ALLEN,  
deceased**

Late of the County of Erie, Commonwealth of Pennsylvania  
*Administrator:* Melissa A. Baker, 1121 Avis Drive, Erie, PA 16505  
*Attorney:* Thomas S. Talarico, Esquire, Talarico & Niebauer, 558 West Sixth St., Erie, PA 16507

**BARRETT, JOHN D.,  
deceased**

Late of Erie, PA, Erie County, PA  
*Executor:* Terence L. Barrett, c/o Gregory A. Karle, Esquire, 900 State Street, Suite 103, Erie, PA 16501  
*Attorney:* Gregory A. Karle, Esquire, 900 State Street, Suite 103, Erie, PA 16501

**BEATON, AARON DANIEL,  
a/k/a AARON D. BEATON,  
deceased**

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

*Administrator:* David Beaton and Scott E. Miller, c/o 246 West 10th Street, Erie, PA 16501

*Attorney:* Scott E. Miller, Esquire, 246 West 10th Street, Erie, PA 16501

**BORKOWSKI, GERALDINE M.,  
deceased**

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

*Administrator:* James A. Borkowski, c/o Stephen H. Hutzelman, Esq., 305 West Sixth Street, Erie, PA 16507

*Attorney:* Stephen H. Hutzelman, Esq., 305 West Sixth Street, Erie, PA 16507

**CROSBY, CORINNE,  
deceased**

Late of the City of Erie, County of Erie

*Administrator:* Cynthia R. Kuhn, 1056 West 9th Street, Erie, PA 16502

*Attorney:* Donald J. Rogala, Esq., 246 West Tenth Street, Erie, PA 16501

**EBERT, MILTON R.,  
deceased**

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

*Executor:* Karl E. Ebert, c/o 3305 Pittsburgh Avenue, Erie, PA 16508

*Attorney:* Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, PA 16508

**HATHAWAY WILLIAM  
WARREN, a/k/a WILLIAM W.  
HATHAWAY, a/k/a WILLIAM  
HATHAWAY,  
deceased**

Late of the Borough of Girard, County of Erie, State of Pennsylvania

*Executor:* John Eric Hathaway, 8018 172 St W, Lakeville, MN 55044

*Attorney:* Grant M. Yochim, Esq., Steadman Law Office, 24 Main St. E., Girard, Pennsylvania 16417

**HENNEOUS, MARY H., a/k/a  
MARY H. KEEP HENNEOUS,  
deceased**

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

*Executrix:* Mary Beth Armes, 1677 Bryant Street, Erie, PA 16509-1873

*Attorneys:* MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**MALZEWSKI, ALEX,  
deceased**

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

*Executor:* Val Malzewski, c/o 150 West Fifth St., Erie, PA 16507

*Attorney:* Colleen C. McCarthy, Esq., McCarthy, Martone & Peasley, 150 West Fifth St., Erie, PA 16507

**McCALL, BARBARA M., a/k/a  
BARBARA McCALL, a/k/a  
BARBARA M. ROZENEK,  
deceased**

Late of Summit Township, County of Erie and State of Pennsylvania

*Co-Executors:* Robert McCall, 1703 W. 38th Street, Erie, PA 16508 and Christopher McCall, 4819 West Street, Erie, PA 16509

*Attorney:* Ronald J. Susmarski, Esq., 4030-36 West Lake Road, Erie, PA 16505

**MIKRUT, KATARZYNA, a/k/a  
KATARZYNA OSLOWSKI  
MIKRUT,  
deceased**

Late of the Township of North East, Erie County, PA

*Executor:* Nathan E. Barnett, c/o Bernard & Stuczynski, 234 West Sixth Street, Erie, PA 16507-1319  
*Attorney:* Adam E. Barnett, Esquire, Bernard & Stuczynski, 234 West Sixth Street, Erie, PA 16507-1319

**MILLER, GARY F., a/k/a  
GARY FRANK MILLER,  
deceased**

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

*Executrix:* Kimberle Thomas, 9970 Elgin Road, Union City, Pennsylvania 16438

*Attorney:* Robert E. McBride, Esquire, 32 West Eighth Street, Suite 600, Erie, Pennsylvania 16501

**SEDLER, ALBERT L., a/k/a  
BUD SEDLER, a/k/a  
ALBERT LOUIS SEDLER,  
deceased**

Late of the Borough of Lake City, County of Erie, State of Pennsylvania

*Executor:* Bradley A. Sedler, 9932 Martin Avenue, Lake City, Pennsylvania 16423

*Attorney:* James R. Steadman, Esq., 24 Main St. E., Girard, Pennsylvania 16417

**SKELTON, GERDAA.,  
deceased**

Late of the Town of Cranesville, Erie County, Pennsylvania

*Executor:* Ervin E. Skelton Jr., c/o Leigh Ann Orton, Esq., 11 Park Street, North East, PA 16428  
*Attorney:* Leigh Ann Orton, Esq., Knox McLaughlin Gornall & Sennett, P.C., 11 Park Street, North East, PA 16428

**TRUBY, WILLIAM B.,  
deceased**

Late of the Township of Summit, County of Erie, State of Pennsylvania  
*Administratrix:* Stephanie A. Kartesz, c/o 78 East Main Street, North East, PA 16428  
*Attorney:* Brydon Law Office, Attorney John C. Brydon, 78 East Main Street, North East, PA 16428

**THIRD PUBLICATION**

**BIELAK, LUCILE H.,  
deceased**

Late of the City of Erie, County of Erie  
*Executor:* Michael J. Bielak, 9701 Beechwood Drive, North Royalton, OH 44133  
*Attorney:* W. Richard Cowell, Esq., Carney & Good, 254 West Sixth Street, Erie, Pennsylvania 16507

**CARNEY, MELVIN E.,  
deceased**

Late of Millcreek Twp., Erie, Pennsylvania  
*Executor:* Patrick B. Carney, c/o Thomas C. Hoffman II, Esq., 120 West 10th Street, Erie, PA 16501  
*Attorney:* Thomas C. Hoffman II, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**HART, BARBARA J.,  
deceased**

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

**HARTMAN, RUTH E.,  
deceased**

Late of the City of Erie  
*Executor:* John H. Hartman, Jr.  
*Attorney:* Joseph M. Walsh, III, Shapira, Hutzelman, Berlin, Ely, Smith and Walsh, 305 West 6th Street, Erie, PA 16507

**HEBERLEIN, ARTHUR F., JR.,  
deceased**

Late of the City of Erie, County of Erie  
*Administrator:* Lisa A. Batkiewicz  
*Attorney:* Stephen J. Bushinski, Esquire, Office of Chief Counsel, Commonwealth of Pennsylvania, Department of Military and Veterans Affairs, Building 7-36, Fort Indiantown Gap, Annville, PA 17003-5002

**JONES, MARY JANE,  
deceased**

Late of Summit Township  
*Executrix:* Gayle Lichtinger, c/o Jerome C. Wegley, Esq., 120 West Tenth Street, Erie, PA 16501  
*Attorney:* Jerome C. Wegley, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**KLINGER, GEORGE W.,  
deceased**

Late of the City of Corry, Erie County, Pennsylvania  
*Administratrix c.t.a.:* Betty L. Klinger, 754 Wright Street, Corry, PA 16407  
*Attorney:* William E. Barney, Esq., Attorney at Law, 200 N. Center St., P.O. Box 148, Corry, PA 16407

**KORWEK, MARY,  
deceased**

Late of the Township of Millcreek, County of Erie, and Commonwealth of Pennsylvania  
*Executor:* Edward L. Korwek, c/o 900 State Street, Suite 104, Erie, PA 16501  
*Attorney:* Thomas V. Myers, Esquire, Nichols & Myers, P.C., 900 State Street, Suite 104, Erie, PA 16501

**MacLEOD, ROBERT A.,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Andrew R. MacLeod, 653 Newton Square, Coraopolis, PA 15108  
*Attorney:* None

**MALLORY, JANE O., a/k/a  
JANE ELLEN MALLORY, a/k/a  
JANE E. MALLORY, a/k/a  
JANE MALLORY,  
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Sean Mallory, c/o William J. Schaaf, Esq., Suite 300, 300 State Street, Erie, PA 16507  
*Attorneys:* Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Attorneys-at-Law, Suite 300, 300 State Street, Erie, PA 16507

**OTTENI, ANTON C.,  
deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania  
*Executrix:* Winifred H. Nickell, c/o 900 State Street, Suite 104, Erie, PA 16501  
*Attorney:* Thomas V. Myers, Esquire, Nichols & Myers, P.C., 900 State Street, Suite 104, Erie, PA 16501

**SACHAR, ANASTAZIA,  
deceased**

Late of the Township of Franklin, County of Erie and State of Pennsylvania  
*Executor:* Paul P. Sachar, c/o David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412  
*Attorney:* David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412

**SEYMOUR, MYRTLE C.,  
deceased**

Late of the Township of Union, County of Erie, Commonwealth of Pennsylvania  
*Executrix:* Ruth D. Grant, c/o Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407  
*Attorney:* Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407



**SIRY, IRENE, a/k/a  
IRENE M. SIRY,  
deceased**

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

*Executrix:* Karen J. Soliwoda, c/o 3305 Pittsburgh Avenue, Erie, PA 16508

*Attorney:* Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, PA 16508

**TUJETSCH, LOIS M.,  
deceased**

Late of Harborcreek Township, Erie County, Harborcreek, Pennsylvania

*Executrix:* Carolyn J. Bryant, c/o Robert J. Jeffery, 33 East Main Street, North East, Pennsylvania 16428

*Attorney:* Robert J. Jeffery, Esq., Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania 16428

**URCH, LYLE, a/k/a  
LYLE H. URCH,  
deceased**

Late of the County of Erie and State of Pennsylvania

*Executrix:* Lydia Lasher, 93 N. Summit Road, Greenville, PA 16125

*Attorney:* Ronald J. Susmarski, Esq., 4030-36 West Lake Road, Erie, PA 16505

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