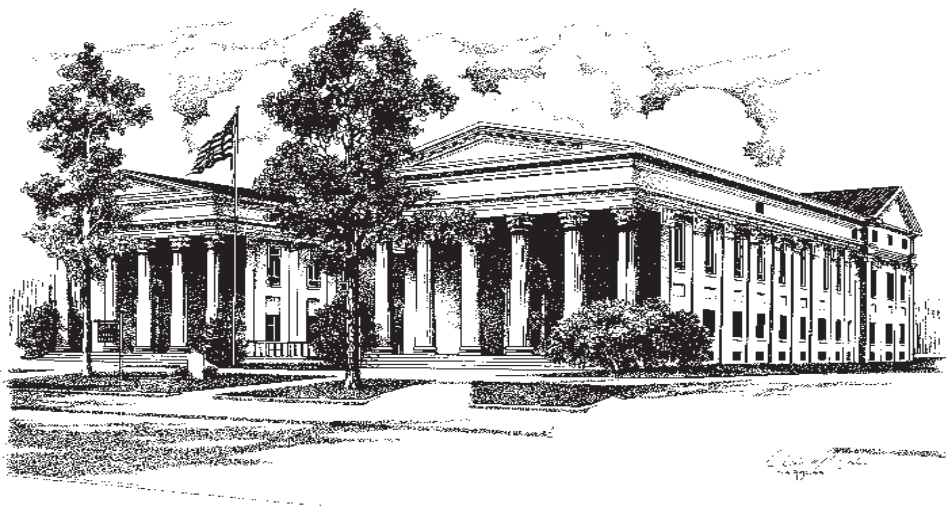


*Erie  
County  
Legal  
Journal*

March 2, 2012

Vol. 95 No. 9

USPS 178-360



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95 ERIE 1 - 8

Greater Erie Industrial Development Corporation v. Presque Isle Downs, 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: Heidi M. Weismiller

**PLEASE NOTE: NOTICES MUST BE RECEIVED AT THE ERIE COUNTY BAR ASSOCIATION OFFICE BY 3:00 P.M. THE FRIDAY PRECEDING THE DATE OF PUBLICATION.**

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# Erie County Bar Association

## Calendar of Events and Seminars

### MONDAY, MARCH 5, 2012

*Shareholder Disputes in Closely Held Corporations, Partnerships & LLCs*

PBI Groupcast Seminar

Erie County Bar Association

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

\$254 (member) \$234 (admitted after 1/1/08)

\$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 1/1/08) \$249 (nonmember)*

3 hours substantive / 1 hour ethics

### THURSDAY, MARCH 8, 2012

*Finding Hidden Assets in Divorce and Support Cases*

PBI Groupcast Seminar

Erie County Bar Association

9:00 a.m. – 12:15 p.m. (8:30 a.m. reg.)

\$254 (member) \$234 (admitted after 1/1/08)

\$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 1/1/08) \$249 (nonmember)*

3 hours substantive

### FRIDAY, MARCH 9, 2012

*Preparing to Respond to Requests for Information in Electronic Form*

ECBA Live Lunch-n-Learn

Bayfront Convention Center

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

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

\$48 (nonmember) \$22 (Judge)

1 hour substantive

### TUESDAY, MARCH 13, 2012

*Fundamentals of Estate Planning*

PBI Groupcast Seminar

Erie County Bar Association

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

*Lunch is Included*

\$254 (member) \$234 (admitted after 1/1/08)

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*\$229 (member) \$209 (admitted after 1/1/08) \$249 (nonmember)*

5 hours substantive / 1 hour ethics

### TUESDAY, MARCH 13, 2012

*Work Product Limited Immunity and the Attorney-Client Privilege: What You Need to Know*

PBI Video Seminar

Erie County Bar Association

9:00 a.m. – 12:30 p.m. (8:30 a.m. reg.)

\$139 (member) \$119 (admitted after 1/1/08)

\$159 (nonmember)

3 hours substantive

### THURSDAY, MARCH 15, 2012

*Local, State & Federal Taxes Affecting Real Estate Transactions*

PBI Video Seminar

Erie County Bar Association

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

\$139 (member) \$119 (admitted after 1/1/08)

\$159 (nonmember)

4 hours substantive

### MONDAY, MARCH 19, 2012

*Drafting & Modifying Residential Agreements of Sale*

PBI Groupcast Seminar

Erie County Bar Association

12:30 p.m. – 3:45 p.m. (12:00 p.m. reg.)

*Lunch is Included*

\$254 (member) \$224 (admitted after 1/1/08)

\$274 (nonmember)

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

*\$229 (member) \$199 (admitted after 1/1/08) \$249 (nonmember)*

3 hours substantive

### WEDNESDAY, MARCH 21, 2012

*Fee Agreements*

ECBA Live Lunch-n-Learn

Bayfront Convention Center

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

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

\$48 (nonmember) \$22 (Judge)

1 hour ethics

## 2012 BOARD OF DIRECTORS

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

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

MARCH 2012 NOTICE

The following is a list of *March 2012, April 2012 and May 2012* motion court dates and times to be used for the scheduling of motions pursuant to *Local Rule 9013-5(A)* before **Chief Judge Thomas P. Agresti** in the Erie Division of the Court. The use of these dates for scheduling motions consistent with the requirements of *Local Rule 9013-5(A)* is summarized below and on Chief Judge Agresti's website at: [www.pawb.uscourts.gov](http://www.pawb.uscourts.gov). ***The motions will be heard in the Bankruptcy Courtroom, U.S. Courthouse, 17 South Park Row, Erie, PA 16501.***

**ERIE CH. 13 AND CH. 7 CASES**

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

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

Wednesday, March 28, 2012  
Wednesday, April 25, 2012  
Wednesday, May 23, 2012

*NOTE: Please be sure to choose the correct, revised times below.*  
9:30 a.m.: Open for all Erie matters  
10:00 a.m.: Open for all Erie matters  
10:30 a.m.: Open for all Erie matters

Chapter 12 matters are to be scheduled at 11:00 a.m.  
Sale, Financing and Extended/Impose Stay Motions are scheduled at 11:00 a.m.

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

Thursday, March 8, 2012  
Thursday, March 22, 2012  
Thursday, April 5, 2012  
Thursday, April 26, 2012  
Thursday, May 10, 2012  
Thursday, May 31, 2012

10:30 a.m.: Open for all Erie matters  
11:00 a.m.: Open for all Erie matters\*\*\*  
11:30 a.m.: Sale Motions at this time, only

\*\*\*All Motions to Extend/Impose Stay are to be scheduled at 11:00 a.m.

**ERIE CHAPTER 11 CASES**

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

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

John J. Horner  
Clerk of Court

Mar. 2

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**ERIE COUNTY COURT OF COMMON PLEAS**

**Notice for Public Comment  
Magisterial District Realignment Plan**

Pursuant to the Pennsylvania Constitution, a reestablishment of magisterial districts is to occur in the year following the Federal decennial census. By directive of the Pennsylvania Supreme Court, each magisterial district within Erie County was analyzed and evaluated with respect to a number of factors including population, caseload and workload measures. As a result, the following plan is being considered for submission to the Pennsylvania Supreme Court: **1. at the end of the term or upon retirement of the current Magisterial District Judge (MDJ), District Court 06-3-04 (Union City) will be combined with District Court 06-2-04 (Corry), 2. at the end of the term or upon retirement of the current MDJ, District Court 06-2-01 (Erie 4th Ward) will be combined with District Court 06-1-03 (Erie 3rd Ward) and/or District Court 06-1-01 (Erie 1st Ward), 3. effective 01/1/2018 District Court 06-3-02 will be realigned so as to combine North East Twp. and North East Borough with District Court 06-3-01 (Harborecreek, Lawrence Park and Wesleyville) and Greenfield Twp. will be combined with District Court 06-3-03 (Millcreek Twp. Greene Twp. Venango Twp. and Wattsburg Boro). All other districts will remain unchanged.** Interested parties may view the entire plan and all relevant statistical data at [www.eriecountygov.org/MDJPlan](http://www.eriecountygov.org/MDJPlan), or at the office of, Thomas C. Aaron, District Court Administrator, 140 West Sixth Street, Room 210, Erie, PA 16501, between the hours of 8:30 – 4:00 Monday thru Friday. Comments may be submitted in writing to the above office, or to [taaron@eriecountygov.org](mailto:taaron@eriecountygov.org) by March 20, 2012.

Feb. 24 and Mar. 2

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**ATTENTION ALL ATTORNEYS**

Are you or an attorney you know dealing with personal issues related to drug or alcohol dependency, depression, anxiety, gambling, eating disorders, sexual addiction, other process addictions or other emotional and mental health issues?

**— YOU ARE FAR FROM BEING ALONE! —**

*You are invited and encouraged to join a small group of fellow attorneys who meet informally in Erie on a monthly basis. Please feel free to contact ECBA Executive Director Sandra Brydon Smith at 814/459-3111 for additional information. Your interest and involvement will be kept **strictly confidential**.*

**GREATER ERIE INDUSTRIAL DEVELOPMENT CORPORATION, Plaintiff**

**v.**

**PRESQUE ISLE DOWNS, INC., Defendant**

*CIVIL PROCEDURE / MOTION FOR SUMMARY JUDGMENT*

Summary judgment is proper when the pleadings, depositions, answers to interrogatories, admission of file and affidavits demonstrate that there exists no genuine issue of material fact and the moving party is entitled to judgment as a matter of law.

*CIVIL PROCEDURE / MOTION FOR SUMMARY JUDGMENT*

In considering a motion for summary judgment, all facts and reasonable inferences therefrom must be taken in a light most favorable to the party opposing summary judgment.

*REAL ESTATE / DEEDS / CONTRACTS / AGREEMENTS OF SALE*

Unless covenants and conditions contained within a purchase agreement are also contained within the corresponding deed, such covenants and conditions are merged into the deed or otherwise waived.

*REAL ESTATE / DEEDS / CONTRACTS / AGREEMENTS OF SALE*

An agreement of sale is not merged into a deed as to matters not to be consummated by the deed or which are collateral to it.

*REAL ESTATE / DEEDS / CONTRACTS / AGREEMENTS OF SALE*

A covenant is collateral, and therefore one which survives the deed, if it bears no relation to title, possession, quantity or emblems of the transferred property.

*REAL ESTATE / DEEDS / CONTRACTS / AGREEMENTS OF SALE*

If an agreement of sale contains collateral covenants or agreements, delivery of the deed is only considered part performance; the contract remains binding as to those covenants in the agreement which confer valuable rights on a purchaser and form a part of the consideration on which he or she contracted to pay the purchase money and accepted the deed.

*CIVIL PROCEDURE / COMMENCEMENT OF ACTION  
CONTRACTS / BREACH*

The statute of limitations for a breach of a written contract is four years.

*CIVIL PROCEDURE / COMMENCEMENT OF ACTION  
CONTRACTS / BREACH*

The statute of limitations is an affirmative defense which must be asserted in the initial pleadings or it is waived.

*CIVIL PROCEDURE / COMMENCEMENT OF ACTION  
CONTRACTS / BREACH*

The discovery rule provides that the statute of limitations in a contract claim only begins to run when a party's right to institute an action arises;

i.e., when a party knew or should have known of a breach.

*CIVIL PROCEDURE / COMMENCEMENT OF ACTION  
CONTRACTS / BREACH*

A “time is of the essence” clause in a contract does not impact the statute of limitations and hence does not affect the time frame when an injured party may bring a claim against a breaching party.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY,  
PENNSYLVANIA            CIVIL ACTION - LAW            No. 14436-2009

Appearances:    W. Patrick Delaney, Esq., Attorney for Plaintiff  
                         Michael E. Flaherty, Esq., Attorney for Defendant

**OPINION**

Garhart, Jr., Dec. 14, 2011

**I. Fact and Procedural Background**

This opinion is filed in response to the parties' cross motions for summary judgment and responses thereto after oral argument has been held.

The facts of the dispute are as follows. On July 20, 2005, Plaintiff Greater Erie Industrial Development Corporation (GEIDC) entered into an Agreement for Sale of Real Estate (the Agreement) with defendant Presque Isle Downs, Inc. (PIDI) for the purchase of real property at the former International Paper Company site located at 1540 East Lake Road in Erie, Pennsylvania.

Under the Agreement, Defendant PIDI agreed to sell Plaintiff GEIDC some real property, together with the improvements thereon. Also under the Agreement, PIDI agreed to acquire and deliver to GEIDC, at an unspecified future date, a quantity of clean fill dirt sufficient to cap the Dunn Brickyard parcels to meet an Act 2 Standard in accordance with a cleanup plan to be approved by the Pennsylvania Department of Environmental Protection (See the Agreement, paragraph 15).

The purchase price of four million dollars was allocated at paragraph 3 of the Agreement to assign a specific value to different parts of the sale. Paragraph 3(c) allocates six hundred thousand dollars of the four million dollar purchase price specifically to clean fill dirt.

On October 10, 2005, the parties executed an addendum to the Agreement, which in part added a clause that states "Buyer shall accept the Property in 'as is' condition, and 'with all faults,' including but not limited to the environmental condition."

On October 11, 2005, the parties closed on the purchase of the property, at which time Plaintiff GEIDC delivered the four million dollar purchase price in exchange for Defendant PIDI's delivery of a deed. By closing, Defendant had not yet fulfilled its covenant to acquire and deliver the clean fill dirt as detailed in the Agreement, and the details of the clean fill

dirt obligation were not included in the language of the deed.

This brings us to the dispute at hand. By January 6, 2009, Defendant PIDI still had not delivered the clean fill dirt to GEIDC, so GEIDC's chief operating officer contacted PIDI to inquire about the obligation. Defendant denied they had any remaining obligation to GEIDC, and as a result, GEIDC filed this lawsuit on October 1, 2009 seeking \$600,000, the amount GEIDC paid to defendant PIDI as consideration for the obligation to obtain and deliver the clean fill dirt. Specific performance is not requested as GEIDC has already had to find and purchase a substitute source of clean fill dirt at an additional expense.

## **II. Standard of Review**

Summary judgment is proper when the pleadings, depositions, answers to interrogatories, admissions on file, and affidavits demonstrate that there exists no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Donegal Mut. Ins. Co. v. Fackler*, 835 A.2d 712, 716 (Pa. Super. 2003). In considering a motion for summary judgment, all facts and reasonable inferences therefrom must be taken in a light most favorable to the party opposing summary judgment. *Summers v. Certainteed Corp.*, 997 A.2d 1152, 1159 (Pa. 2010). Because the facts as laid out above, in their material aspects, are not in dispute, the court finds this case is ripe for decision as a matter of law.

## **III. Discussion**

For the sake of clarity, the Court will present the parties' arguments in the format of Defendant's arguments and Plaintiff's responses thereto (even though the Court recognizes that there are cross motions for summary judgment). This works because Plaintiff's arguments in its Motion for Summary Judgment are included again in its Brief in Opposition to Defendant's Motion for Summary Judgment and are more fully developed there.

### **A. Merger by Deed**

Defendant PIDI's primary argument is based on the well established Pennsylvania doctrine of merger by deed. PIDI argues that unless covenants and conditions contained within a purchase agreement are also contained within the corresponding deed, such covenants and conditions are merged into the deed or otherwise waived. *Bricker v. Kline*, 86 Pa. Super. 594 (1926). In other words, Defendant does not dispute that it covenanted in the Agreement to provide a quantity of clean fill dirt to Plaintiff GEIDC, but because the same covenant was not included in the language of the deed, the obligation did not survive closing. Finally, with respect to Defendant's merger argument PIDI states that the language included in the October 10, 2005 addendum to the Agreement, that GEIDC has "inspected and investigated the Property and shall accept the same AS IS and WITH ALL FAULTS and without any warranties or



representations, either express or implied," demonstrates the intent of the parties that the clean fill dirt covenant was not to survive closing.

While Defendant accurately states the general merger by deed rule, Plaintiff responds that PIDI's obligation to provide clean fill dirt survived closing because it was a collateral matter to the agreement to transfer the property. Pennsylvania law provides that an exception to the merger by deed rule is that an agreement of sale is not merged into the deed as to matters not to be consummated by the deed, or which are collateral to it. See, e.g., *Rappaport v. Savitz*, 220 A.2d 401 (Pa. 1966). A covenant is "collateral, and therefore one which survives the deed, if it bears no relation to title, possession, quantity or emblements of the transferred property." *Carsek Corp. v. Stephen Schifter, Inc.*, 246 A.2d 365, 370 (Pa. 1968). As an example of a collateral covenant, Plaintiff cites to the case of *Dick v. McWilliams*, 139 A. 745, 746, in which the Pennsylvania Supreme Court determined that a covenant to finish a building was of a different nature than the agreement to sell it, and accordingly, the covenant was not merged with the deed.

Plaintiff further argues that the doctrine of merger has no application where the intent of the parties makes plain that certain covenants are not to be merged with the deed. *Dick*, 139 A. at 746. Specifically, if the agreement contains collateral covenants or agreements, delivery of the deed is only considered part performance; the contract remains binding as to those covenants in the agreement which confer valuable rights on a purchaser and form a part of the consideration on which he or she contracted to pay the purchase money and accepted the deed. *Raab v. Beatty*, 96 Pa. Super. 574, 576 (1929). Plaintiff also cites to several other illustrative cases to demonstrate how the collateral matter exception has been applied in Pennsylvania jurisprudence. See *Shawnee Lake Ass'n v. Uhler*, 198 A. 910 (Pa. 1938); *Perrige v. Horning*, 654 A.2d 1183 (Pa. Super. 1995); *Valvano v. Galardi*, 526 A.2d 1216 (Pa. Super. 1987); *Kline v. Johnson*, 70 Pa.D&C.2d 386 (Northumberland Cty. 1975).

The Court is convinced by the case law Plaintiff cites. The covenant to deliver clean fill dirt was collateral to the obligation to transfer the property. The obligation to deliver dirt conferred a valuable right on Plaintiff, and it is clear from the parties' allocation of the purchase price that a large portion of the price was payment for that dirt specifically. Therefore, it could not have been the parties' intention that GEIDC pay six hundred thousand dollars for nothing in return. The Court will not assume the parties intended such an absurd result, and therefore, the doctrine of merger by deed does not apply in this case. Rather, the collateral matter exception prevails. Finally, the Court finds the AS IS and WITH ALL FAULTS language in the addendum refers to the property to be conveyed (the International Paper property), not any obligation to deliver new dirt not already included on the property as of the date of

closing. Therefore, such language does not prevent the application of the collateral matter exception to the merger by deed doctrine.

### **B. Statute of Limitations**

The statute of limitations for a breach of a written contract is four years. 42 Pa.C.S.A. §5525(a)(1). Defendant argues the statute of limitations clock started running on the date Plaintiff entered into the purported collateral agreement on July 20, 2005. Plaintiff filed this lawsuit more than four years later, on October 1, 2009, and as such, Plaintiff's claims are time barred.

In response, Plaintiff asserts two arguments. First, statute of limitations is an affirmative defense that must be asserted in the initial pleadings, or is waived. Defendant did not assert statute of limitations as a defense in his answer to Plaintiff's Complaint or in its Preliminary Objections, and it cannot raise the defense now for the first time at the summary judgment stage. See Pa.R.Civ.P. 1030(a) and 1032(a) (2010). Second, Plaintiff argues that even if Defendant has not waived its statute of limitations defense, the clock on a breach of contract action does not start to run until the injured party learns of the breach, and therefore the claim was timely filed.

The Court agrees that the defense of statute of limitations has been waived after Defendant failed to raise it in either preliminary objections or its answer. However, even were it not waived, Plaintiff is also correct in its argument that the statute of limitations in a contract claim only begins to run when a party's right to institute an action arises. *Crouse v. Cyclops*, 745 A.2d 606, 611. This is called the discovery rule. When a party knew or should have known of a breach, the clock begins to run. In the instant case, Plaintiff GEIDC could not have discovered that Defendant PIDI intended not to deliver the clean fill dirt until the date of closing, at the earliest. This suit was filed less than four years after the date of closing, and therefore the statute of limitations is not a defense.

### **C. Time Is Of the Essence**

Defendant argues that even if Plaintiff GEIDC is correct that PIDI's obligation to deliver clean fill dirt is collateral to the transfer of property, it would still be subject to the "time is of the essence" clause at paragraph 21 of the Agreement. Thus, the purported collateral agreement expired under the terms of this provision.

Plaintiff responds, and the Court agrees, that a "time is of the essence" clause has nothing to do with the time frame when an injured party may bring a claim against a breaching party. Rather, such a clause ensures that the dates set for performance in a contract are strictly adhered to, and non compliance of such dates constitutes a breach. *Mesina v. Silberstein*, 528 A.2d 959 (Pa. Super. 1987). Here, there is no date set for the performance

of PIDI's obligation to deliver clean fill dirt. Second, a time is of the essence clause is included to protect obligees under a contract, not to permit an obligor to escape a contractual duty to perform. Defendant's argument under this provision has no merit.

#### **D. Full Performance**

Defendant next argues that because the Agreement states at Paragraph 18 that "the formal tender by Seller of an executed deed shall constitute performance hereunder" means that Defendant has no obligation to Plaintiff beyond the delivery of the deed.

Plaintiff responds that formal tender of the deed, while satisfying any covenants relating to the transfer of the property, did not terminate PIDI's collateral obligations. Because the Court has already determined that PIDI's obligation to deliver dirt was collateral to the transfer of the property, Defendant's full performance argument holds no water.

#### **E. Due Diligence Clause and Buyer Contingency Waiver Clause**

Defendant argues that Plaintiff is foreclosed from bringing a breach of contract cause of action because of its own failure to use due diligence in the inspection of the property before closing. Specifically, Defendant asserts that in paragraph 4(1)(a) of the Agreement, the language states the Agreement is contingent upon Buyer "satisfying itself as to the condition of the Property and its suitability for Development by Buyer, including, but not limited to, all matters and contingencies related to (i) soils, (ii) subsurface conditions, (iii) the environmental condition of the property..." Further, in paragraph 4(ii), the Agreement provides that "notwithstanding any provision in Section 4(i) to the contrary, if Buyer does not timely terminate this Agreement on or before the expiration of the Due Diligence Period, Buyer shall be deemed to have waived the Buyer contingencies set forth in Section 4(i)."

Plaintiff responds, and again, the Court agrees, that the buyer contingencies provision in the Agreement relates to the buyer's duty to investigate the condition of the property as it stood during the due diligence period, not with respect to the seller's future collateral obligation to deliver additional dirt not yet existing. Defendant's defense here is meritless.

#### **F. Limitation of Liability Clause**

Defendant next argues that the limitation of liability clause in paragraph 20 of the Agreement limits Plaintiff's remedy for any default to the following: "(a) receive a return of the Deposit as liquidated damages whereby, subject to Buyer's obligations under Section 4(i)(b), neither party shall have any further liability to the other, or (b) proceed with an action for specific performance."

Plaintiff responds that the limitation of liability clause clearly refers to a default in Seller's duty to transfer the property at closing, and not

to PIDI's collateral obligation to deliver dirt. One reason is that specific performance is the appropriate remedy for breach of real property sale contracts, but it is not an appropriate remedy in contracts for personal services such as PIDI's obligation to deliver clean fill dirt. Further, if the limitation of liability clause were to be applied to a post closing breach of PIDI's obligation to deliver dirt, then a return of the \$10,000 deposit would not come close to making GEIDC whole after paying \$600,000 for the dirt at closing.

The Court agrees that a return of the \$10,000 deposit for breach of an obligation worth \$600,000 would achieve only a meaningless remedy, and the Court will not assume the parties intended to achieve such an absurd result. The return of the deposit would be an adequate remedy only regarding a breach of the seller's obligation to close, before four million dollars changed hands. Further, because specific performance is used as a remedy only when contractual obligations are unique, such as the transfer of real property, the Court assumes this clause refers only to a breach of PIDI's duty to transfer.

#### **G. "AS IS" and "WITH ALL FAULTS" Language**

Defendant's seventh and final argument in defense to Plaintiff's breach of contract claim is that paragraph 3 to the October 10, 2005 addendum states "buyer shall accept the property AS IS and WITH ALL FAULTS, including but not limited to the environmental condition." The same paragraph goes on to state "in addition, Buyer shall perform all measures necessary to attain and thereafter maintain one or a combination of cleanup standards under Act 2, based on commercial non-residential use of the property, for the entire Property being purchased by Buyer, including but not limited to the areas commonly referred to as the South Rail Yard (or South Yard) and the Dunn Brickyard. Buyer shall also perform all measures necessary to obtain an Act 2 release (or releases) of liability for the property from PADEP for Seller..." Defendant argues that such language in the addendum replaces, amends, modifies, and supersedes, in whole, the obligations and responsibilities referenced in the purported collateral agreement.

Plaintiff responds that the "as is" and "with all faults" provision clearly refers to the property to be transferred, without any reference to Defendant's future and collateral obligation to deliver dirt. The condition of the transferred property is not at issue in this case.

The Court agrees with Plaintiff, but would go on to state that, as reasoned above, if the Court were to interpret paragraph 3 of the addendum to annihilate PIDI's collateral obligation to acquire and deliver clean fill dirt, then again, the Court would be assuming the parties intended an absurd result (the payment of \$600,000 in exchange for nothing) which the Court refuses to do.

#### **IV. Conclusion**

For the reasons discussed above, the Court finds that Defendant PIDI had an obligation to acquire and deliver clean fill dirt to Plaintiff GEIDC at some time after the October 11, 2005 closing. There was a breach of that obligation on or around January 6, 2009 when PIDI made its position clear that it felt it was not obligated to deliver the dirt to GEIDC and would not do so. Plaintiff GEIDC has paid six hundred thousand dollars to PIDI for dirt it never received, and thus has been forced to have clean fill dirt delivered from another source at additional expense. Defendant has asserted no valid defenses to Plaintiff's claim. As specific performance is not an appropriate remedy, Plaintiff is entitled to a return of six hundred thousand dollars from Defendant plus interest. Plaintiff GEIDC's Motion for Summary Judgment is hereby GRANTED and Defendant PIDI's Motion for Summary Judgment is hereby DENIED.

Plaintiff GEIDC shall submit a proposed order to the Court detailing Defendant PIDI's repayment obligation within 10 days of the date of this Opinion.

**BY THE COURT:**

*/s/ John Garhart, Judge*

**CHANGE OF NAME NOTICE**

In the Matter of the Change of Name of Clara Gomersall Tshudy In the Court of Common Pleas of Erie County, Pennsylvania No. 10603-12

Notice is hereby given that on February 21, 2012, the Petition of Clara Gomersall Tshudy, was filed in the above-named Court, requesting an Order to change the name of Petitioner to Quinn Clara Tshudy. The Court has fixed the 4th day of April 2012 at 9:30 a.m. in Courtroom B of the Erie County Court House, Erie, Pennsylvania as the time and place for the hearing on said Petition, when and where all interested parties may appear and show cause, if any, why the request of the Petitioner should not be granted.

Mar. 2

**DISSOLUTION NOTICE**

NOTICE IS HEREBY GIVEN to all interested or all who may be affected by ION Health, Inc., a Pennsylvania corporation, that the Corporation is engaged in winding up and settling the affairs of the Corporation so that its corporate existence shall be ended by the issuance of a Certificate of Dissolution by the Department of State of the Commonwealth of Pennsylvania, under the provisions of the Business Corporation Law of 1988, as amended.

Eric L. Brossman, Esquire  
Saul Ewing LLP  
Penn National Insurance Tower  
2 North Second Street, 7th Floor  
Harrisburg, PA 17101

Mar. 2

**DISSOLUTION NOTICE**

WS Atkins Inc., a foreign business corporation incorporated under the laws of Delaware, intends to withdraw from doing business in this Commonwealth. The address, including street and number, if any, of its principal office under the laws of its jurisdiction of incorporation is c/o Corporate Creations Network Inc., 3411 Silverside Road Rodney Building #104, Wilmington, DE 19810. Its last registered office

in this Commonwealth is c/o Corporate Creations Network, Inc., and is deemed for venue and official publication purposes to be located in Erie County, Pennsylvania.

Mar. 2

**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**

Notice is hereby given, pursuant to the provisions of Act of Assembly, No 295, effective March 16, 1983, of the filing in the office of the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on February 17, 2012, an Application for the conduct of a business in Erie County, Pennsylvania, under the assumed or fictitious name, style or designation of R & P, Inc., LLC with its principal place of business at: 43 Gibson Street, PO Box 816, North East, PA 16428.

Ronnie L. Surgener, President

Mar. 2

**INCORPORATION NOTICE**

Notice is hereby given that BB's Truck & Auto Service, Inc. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.

James J. Bruno, Esq.  
3820 Liberty Street  
Erie, PA 16509

Mar. 2

**INCORPORATION NOTICE**

Notice is hereby given that R & P, Inc., LLC has been incorporated under the provisions of the Business Corporation Law of 1988.

Ronnie L. Surgener  
43 Gibson Street  
PO Box 816  
North East, PA 16428

Mar. 2

**LEGAL NOTICE**

**MARSHAL'S SALE:** By virtue of a Writ of Execution issued out of the U. S. Court for the W. D. of PA at suit of the USA at Case No. 1:11-cv-00135, I shall expose to public sale the real property of Virginia L. Bauerle known as 156 High Street, Bradford, PA 16701, and more fully described in the Deed recorded in the McKean County Recorder of Deeds Office at Deed Book Volume 343, Page 811.

**TIME AND LOCATION OF SALE: Monday, April 2, 2012 at 10:30 A.M. at the McKean County Courthouse, Front Steps, 500 West Main Street, Smethport, PA 16749**

**TERMS OF SALE:** Successful bidder will pay ten percent (10%) by cashier's check, certified check or bank money order at the time of the sale and the remainder of the bid within thirty (30) days from the date of the sale and in the event bidder cannot pay the remainder, the property will be resold and all monies paid in at the original sale will be applied to any deficiency in the price at which the property is resold. The successful bidder must send payment of the balance of the bid directly to the U.S. Marshal's Office c/o Ms. Sheila Blessing, Room 241, U.S. Post Office & Courthouse, Pittsburgh, PA 15219. Notice is hereby given that a Schedule of Distribution will be filed by the Marshal's Office on the thirtieth day after the date of sale, and that distribution will be made in accordance with the Schedule unless exemptions are filed thereto within ten (10) days thereafter. The successful bidder takes the real estate subject to, and shall pay all taxes, water rents, sewer charges, municipal claims, and other charges and liens not divested by the sale. Purchaser must furnish State Realty Transfer Tax Stamps, and stamps required by the local taxing authority. Purchaser shall furnish Marshal with Grantee information at the time of the sale. Marshal's costs, fees and commissions are to be borne by seller. Steve Frank, United States Marshal. For additional

information visit [www.resales.usda.gov](http://www.resales.usda.gov) or contact Ms. Cathy Diederich at 314-457-5514.

Mar. 2, 9, 16, 23

**LEGAL NOTICE**

**MARSHAL'S SALE:** By virtue of a Writ of Execution issued out of the U. S. Court for the W. D. of PA at suit of the USA at Civil No. 1:11-cv-00121, I shall expose to public sale the real property of Gary L. McGregor known as 101 Averill Street, Warren, PA 16365, which is fully described in the Deed dated February 21, 1990, recorded in the Warren County Recorder of Deeds Office at Deed Book Volume 289, Page 188.

**TIME AND LOCATION OF SALE: Friday, March 30, 2012 at 10:30 A.M. in the Lobby, Warren County Sheriff's Office, 401 Mark Street, Warren, PA 16365.**

**TERMS OF SALE:** Successful bidder will pay ten percent (10%) by cashier's check, certified check or bank money order at the time of the sale and the remainder of the bid within thirty (30) days from the date of the sale and in the event bidder cannot pay the remainder, the property will be resold and all monies paid in at the original sale will be applied to any deficiency in the price at which the property is resold. The successful bidder must send payment of the balance of the bid directly to the U.S. Marshal's Office c/o Ms. Sheila Blessing, Room 241, U.S. Post Office & Courthouse, Pittsburgh, PA 15219. Notice is hereby given that a Schedule of Distribution will be filed by the Marshal's Office on the thirtieth day after the date of sale, and that distribution will be made in accordance with the Schedule unless exemptions are filed thereto within ten (10) days thereafter. The successful bidder takes the real estate subject to, and shall pay all taxes, water rents, sewer charges, municipal claims, and other charges and liens not divested by the sale. Purchaser must furnish State Realty Transfer Tax Stamps, and stamps required by the local taxing authority. Purchaser shall furnish

Marshal with Grantee information at the time of the sale. Marshal's costs, fees and commissions are to be borne by seller. Steve Frank, United States Marshal. For additional information visit [www.resales.usda.gov](http://www.resales.usda.gov) or contact Mr. Daniel Varland at 314-457-5489.

Feb. 24 and Mar. 2, 9, 16

**LEGAL NOTICE**

**MARSHAL'S SALE:** By virtue of a Writ of Execution issued out of the United States Court for the Western District of Pennsylvania and to me directed, I shall expose to public sale the property known as 202 Templeton Avenue, Girard, PA 16417 and being more fully described at Erie County Deed Book Volume 72 Page 1305.

**SAID SALE to be held at the ERIE COUNTY COURTHOUSE, ROOM 209, 140 WEST SIXTH STREET, ERIE PA 16501 at 9:30 a.m.** prevailing, standard time, on **MARCH 9, 2012.**

All those certain tracts of land, together with the buildings, and improvements erected thereon described as Tax Parcel No. 23009009001000 in Erie County, Pennsylvania Assessment Office. Seized and taken in execution as the property of Floyd P. Douglas and Cynthia L. Douglas, at the suit of the United States of America, acting through the Under Secretary of Rural Development, on behalf of Farmers Home Administration, United States Department of Agriculture, to be sold on Writ of Execution as Civil Action Number 1:11-CV-00192. **TERMS OF SALE:** Successful bidder will pay ten percent (10%) by certified check or money order and the remainder of the bid within thirty (30) days from the date of the sale and in the event bidder cannot pay the remainder, the property will be resold and all monies paid in at the original sale will be applied to any deficiency in the price at which the property is resold. The successful bidder must send payment of the balance of the bid directly to the U.S. Marshal's Office c/o Sheila Blessing, Room 241, U.S. Post

Office & Courthouse, Pittsburgh, PA 15219. Notice is hereby given that a Schedule of Distribution will be filed by me on the thirtieth day after the date of sale, and that distribution will be made in accordance with the Schedule unless exemptions are filed thereto within ten (10) days thereafter. Purchaser must furnish State Realty Transfer Tax Stamps, and stamps required by the local taxing authority. Purchaser shall furnish Marshal with Grantee information at the sale. Marshal's costs, fees and commissions are to be borne by seller. Steve Frank, United States Marshal. For additional information visit [www.resales.usda.gov](http://www.resales.usda.gov) or contact Dan Varland at 314-457-5489.

Feb. 10, 17, 24 and Mar. 2

**LEGAL NOTICE**

**MARSHAL'S SALE:** By virtue of a Writ of Execution issued out of the United States Court for the Western District of Pennsylvania and to me directed, I shall expose to public sale the property known as 9939 Holly Drive, Lake City, PA 16423 and being more fully described at Erie County Deed Book Volume 561 Page 949.

**SAID SALE to be held at the ERIE COUNTY COURTHOUSE, ROOM 209, 140 WEST SIXTH STREET, ERIE PA 16501 at 9:30 a.m.** prevailing, standard time, on **MARCH 9, 2012.**

All those certain tracts of land, together with the buildings, and improvements erected thereon described as Tax Parcel No. 28015021005600 in Erie County, Pennsylvania Assessment Office. Seized and taken in execution as the property of Shari R. Clark, at the suit of the United States of America, acting through the Under Secretary of Rural Development, on behalf of Farmers Home Administration, United States Department of Agriculture, to be sold on Writ of Execution as Civil Action Number 1:11-CV-00190. **TERMS OF SALE:** Successful bidder will pay ten percent (10%) by certified check or money order and the remainder of the bid within thirty

(30) days from the date of the sale and in the event bidder cannot pay the remainder, the property will be resold and all monies paid in at the original sale will be applied to any deficiency in the price at which the property is resold. The successful bidder must send payment of the balance of the bid directly to the U.S. Marshal's Office c/o Sheila Blessing, Room 241, U.S. Post Office & Courthouse, Pittsburgh, PA 15219. Notice is hereby given that a Schedule of Distribution will be filed by me on the thirtieth day after the date of sale, and that distribution will be made in accordance with the Schedule unless exemptions are filed thereto within ten (10) days thereafter. Purchaser must furnish State Realty Transfer Tax Stamps, and stamps required by the

local taxing authority. Purchaser shall furnish Marshal with Grantee information at the sale. Marshal's costs, fees and commissions are to be borne by seller. Steve Frank, United States Marshal. For additional information visit [www.resales.usda.gov](http://www.resales.usda.gov) or contact Dan Varland at 314-457-5489.

Feb. 10, 17, 24 and Mar. 2



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**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

**March 16, 2012  
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

Feb. 24 and Mar. 2, 9

**SALE NO. 1**

**Ex. #12524 of 2010  
Household Finance Consumer  
Discount Company, Plaintiff  
v.**

**Gregory Askins  
Shelly Gross, 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 and being more fully described as follows, to wit: BEGINNING at the point of intersection of the south line of Thirtieth Street with the east line of Raspberry Street; thence eastwardly along the south line of Thirtieth Street, Ninety-five and ninety-hundredths (95.90) feet to a point;

thence southwardly thirty-five (35) feet to a point; thence westwardly and parallel with Thirtieth Street, ninety-five and fifty-three hundredths (95.53) feet to a point in the east line of Raspberry Street; thence northwardly (inadvertently omitted in previous deed description) thirty-five (35) feet to the place of beginning.

Having erected thereon a two-story brick veneer dwelling and being known and numbered as 3001 Raspberry Street, Erie, Pennsylvania 16508.

ERIE COUNTY TAX ASSESSMENT NO. (19) 6038-223 BEING KNOWN AS: 3001 Raspberry Street, Erie, PA 16508 PROPERTY ID NO.: (19) 6038-223 TITLE TO SAID PREMISES IS VESTED IN Gregory R. Askins and Theresa Askins, his wife by Deed from Greg Askins dated 10/15/04 recorded 11/02/04 in Deed Book 1186 page 1302.

Paige M. Bellino, Esq.

PA ID #309091

Udren Law Offices, P.C.

Woodcrest Corporate Center

111 Woodcrest Road, Suite 200

Cherry Hill, NJ 08003-3620

856-669-5400

Feb. 24 and Mar. 2, 9

**SALE NO. 2**

**Ex. #11997 of 2010  
PNC Mortgage, a division of  
PNC Bank, NA, Plaintiff  
v.**

**Joseph B. Jaros  
Kristy L. Jaros, Defendant(s)  
LEGAL DESCRIPTION**

ALL that certain piece or parcel of land situation in the Township of Summit, County of Erie and State of Pennsylvania, being part of Tract No. 259 in said Township and more particularly bounded and described as based upon a survey made by R.M. Fry, Registered Engineer No. 2418, on October 19, 1966, as follows, to wit;

BEGINNING at a point in the center line of the Oliver Road, at the southwest corner of lands of Arthur Haibuch, as described in Deed Book 377 at page 522, said beginning point also being the northwest

corner of lands of William Gribbon; thence north thirteen degrees east (N 13°E) (Designated in error as "N13°W" in Deed Book 742, page 228) along the center line of Oliver Road, one hundred fifty-three and ninety-five hundredths (153.95) feet to a point; thence east, passing over an iron pin in the east side of the road, five hundred (500) feet to an iron pin; thence south one hundred fifty (150) feet to an iron pin in the north line of lands of William Gribbon; thence west along the north line of lands of William Gribbon, five hundred thirty-four and sixty-three hundredths (543.63) feet to the place of beginning. Containing 1.78 acres of land more or less.

**AND ALSO**

ALL that certain piece or parcel of land situate in the Township of Summit, County of Erie and State of Pennsylvania, and being more particularly bounded and described as follows, to wit;

BEGINNING at a point in the center line of the Oliver Road at the southwest corner of lands of Verna J. Haibach, in Deed Book 1063, page 623; thence, eastwardly along lands of Verna J. Haibach as aforesaid, three hundred (300) feet to a point; thence southwardly, parallel with the Oliver Road, fifty (50) feet to a point; thence westwardly, parallel with the south line of lands of Verna J. Haibach aforesaid, three hundred (300) feet to a point in the center line of Oliver Road, thence northwardly, along the center line of Oliver Road, fifty (50) feet to the place of beginning.

BEING KNOWN AS: 8681 Oliver Road, Erie, PA 16509

PROPERTY ID NO.: 40-19-82-11 TITLE TO SAID PREMISES IS VESTED IN Joseph B. Jaros and Kristy L. Jaros, his wife, as tenants by the entireties with the right of survivorship in the survivor of them by Deed from George J. Borsuk and Denise M. Borsuk, his wife, by George Borsuk, attorney in fact for Denise M. Borsuk, also known as Denise Borsuk dated 12/06/1999 recorded 12/09/2009 in Deed Book 677 page 2177.

Harry B. Reese, Esq.  
 ID #301501  
 Udren Law Offices, P.C.  
 Woodcrest Corporate Center  
 111 Woodcrest Road, Suite 200  
 Cherry Hill, NJ 08003-3620  
 856-669-5400

Feb. 24 and Mar. 2, 9

**SALE NO. 3**

**Ex. #10743 of 2011**  
**BAC Home Loans Servicing, LP,**  
**Plaintiff**  
 v.

**Craig D. McEndree**  
**Melanie D. McEndree,**  
**Defendant(s)**

**LEGAL DESCRIPTION**

ALL that certain piece or parcel of land situate in: The Township of Lawrence Park, Erie County, Pennsylvania, bearing Erie County Assessment No. (29) 006-013.0-012.00, bounded and described as follows, to-wit: BEING Lot Number thirty-two (32) in Block "B" of a replot of Lake Cliff Park Subdivision, in Tract 248, 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, at pages 118 and 119. Having erected thereon a one and one-half story roman rough brick dwelling and being commonly known as 319 Joliette Avenue, Lawrence Park Township, Erie, PA 16511 DESIGNATED AS TAX PARCEL NO. 29006013001200 AS DESCRIBED IN MORTGAGE BOOK 1439 PAGE 1878 BEING KNOWN AS: 319 Joliette Avenue, Erie, PA 16511 PROPERTY ID NO.: (29) 6-13-12 TITLE TO SAID PREMISES IS VESTED IN Craig D. McEndree and Melanie D. McEndree, his wife by Deed from C. Joseph Norder and Carolyn L. Norder, his wife and Richard D. Weismiller and Heather N. Weismiller, his wife dated 08/10/07 recorded 08/15/07 in Deed Book 1439 page 1874. Kassia Fialkoff, Esquire PA ID #310530 NJ ID #000122011 Attorney for Plaintiff Udren Law Offices, P.C.

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

Feb. 24 and Mar. 2, 9

**SALE NO. 4**

**Ex. #12987 of 2011**  
**PARKVALE SAVINGS BANK,**  
**Plaintiff**  
 v.

**JOSEPH J. BOCIANOWSKI,**  
**JR., Defendant**

**ADVERTISING DESCRIPTION**

By virtue of Writ of Execution filed at No. 12987 - 2011. PARKVALE SAVINGS BANK v. JOSEPH J. BOCIANOWSKI, JR., owner of the following properties identified below:

1) Situate in the CITY, of ERIE, County of ERIE, and Commonwealth of Pennsylvania at 4310 Melrose Avenue, Erie, PA 16509:

Assessment Map No. (19) 6175-103 Assessed Value Figure: \$78,540.80 Improvement Thereon: 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:

BEING Lot No. 7 in the Pleasant Valley Subdivision No. 3 as shown on a Plot of said subdivision recorded November 26, 1954 in the Office of the Recorder of Deeds of Erie County, Pennsylvania, on Map Book 5, at Pages 108 and 109 to which plot reference is hereby made for a further description of said property.

HAVING erected thereon a one and one-half story frame dwelling with brick front and being more commonly known as 4310 Melrose Avenue, Erie, Pennsylvania. Bearing Erie County Index No. (19) 6175-103.

Michael P. Kruszewski, Esq.  
 Pa. I.D. No. 91239  
 2222 West Grandview Boulevard  
 Erie, PA 16506-4508  
 (814) 833-2222, Ext. 238  
 Attorneys for Plaintiff,  
 Parkvale Savings Bank

Feb. 24 and Mar. 2, 9

**SALE NO. 5**

**Ex. #13748 of 2011**  
**Marquette Savings Bank**  
 v.

**Frank M. Case, Jr.**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 2011-13748, Marquette Savings Bank vs. Frank M. Case, Jr., owner of property situate in the Borough of Cranesville, Erie County, Pennsylvania being: 10254 Crane Street, Cranesville, Pennsylvania.

2.39 acres  
 Assessment Map Number: (9) 4-3-16  
 Assessed Value Figure: \$52,650.00  
 Improvement Thereon: Residence Eugene C. Sundberg, Jr., Esq.  
 Marsh Spaeder Baur Spaeder & Schaaf, LLP  
 Suite 300, 300 State Street  
 Erie, Pennsylvania 16507  
 (814) 456-5301

Feb. 24 and Mar. 2, 9

**SALE NO. 6**

**Ex. #14075 of 2011**  
**Marquette Savings Bank**  
 v.

**Nedim Ibrahimovic and**  
**Muniba Ibrahimovic**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 14075-2011 Marquette Savings Bank vs. Nedim Ibrahimovic and Muniba Ibrahimovic, owner of property situate in the City of Erie, Erie County, Pennsylvania being: 2512 Brandes Street, Erie, Pennsylvania.

42.5 x 44 and 60 x 40  
 Assessment Map Number:  
 (18) 5043-138 and 104  
 Assessed Value Figure:  
 \$23,500.00 (18) 5043-138  
 \$ 600.00 (18) 5043-104  
 Improvement Thereon: Residence Eugene C. Sundberg, Jr., Esq.  
 Marsh Spaeder Baur Spaeder & Schaaf, LLP  
 Suite 300, 300 State Street  
 Erie, Pennsylvania 16507  
 (814) 456-5301

Feb. 24 and Mar. 2, 9

**SALE NO. 7**

**Ex. #13465 of 2011**  
**Marquette Savings Bank**

v.  
**Grant E. Zellefrow**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 13465 - 2011, Marquette Savings Bank vs. Grant E. Zellefrow, owner of property situate in the City of Erie, Erie County, Pennsylvania being: 814 Cherry Street, Erie, Pennsylvania. 32 x 100 irregular Assessment Map Number: (16) 3035-252 Assessed Value Figure: \$20,760.00 Improvement Thereon: Residence Eugene C. Sundberg, Jr., Esq. Marsh Spaeder Baur Spaeder & Schaaf, LLP Suite 300, 300 State Street Erie, Pennsylvania 16507 (814) 456-5301

Feb. 24 and Mar. 2, 9

**SALE NO. 8**  
**Ex. #10801 of 2011**  
**NORTHWEST SAVINGS BANK, Plaintiff**  
v.  
**MARY FRANCES SCHENLEY, Defendant**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 2011-10801, Northwest Savings Bank vs. Mary Frances Schenley, owner of property situate in the City of Erie, Erie County, Pennsylvania being: 2621 Jackson Avenue, Erie, Pennsylvania. 86.125' x 32 1/2' x 86.125' x 32 1/2' Assessment Map Number: (18) 5056-224 Assessed Value Figure: \$44,600.00 Improvement Thereon: Residence Kurt L. Sundberg, Esq. Marsh Spaeder Baur Spaeder & Schaaf, LLP Suite 300, 300 State Street Erie, Pennsylvania 16507 (814) 456-5301

Feb. 24 and Mar. 2, 9

**SALE NO. 9**  
**Ex. #11040 of 2011**  
**PNC BANK, NATIONAL ASSOCIATION**  
v.  
**TERRY GRAHAM**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution

filed to No. 11040-11 PNC BANK, NATIONAL ASSOCIATION vs. TERRY GRAHAM, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 327 WILSON STREET, ERIE, PA 16510  
(14) 10-28-22 - 0.2162 Acres  
(14) 10-28-222 - 0.0878 Acres  
Assessment Map number: (14) 10-28-22 & (14) 10-28-222  
Assessed Value figure: (14) 10-28-22 - \$13,030.00.  
(14) 10-28-222 - \$800.00  
Improvement thereon: Residential Dwelling  
Michael C. Mazack, Esq. 1500 One PPG Place Pittsburgh, PA 15222 (412) 594-5506

Feb. 24 and Mar. 2, 9

**SALE NO. 10**  
**Ex. #13011 of 2009**  
**BANK OF AMERICA, N.A. AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP F/K/A COUNTRYWIDE HOME LOANS SERVICING, LP, Plaintiff**  
v.  
**FELICIA BURLINGAME Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13011-09 BANK OF AMERICA, N.A. AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP F/K/A COUNTRYWIDE HOME LOANS SERVICING, LP vs. FELICIA BURLINGAME Amount Due: \$55,574.40 FELICIA BURLINGAME, owner(s) of property situated in the BOROUGH OF WESLEYVILLE, Erie County, Pennsylvania being 2053 WATER STREET, ERIE, PA 16510-1869 Dimensions: 33.33 X 85 Acreage: 0.0650 Assessment Map number: 50002035001700 Assessed Value: \$43,250.00 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

Feb. 24 and Mar. 2, 9

**SALE NO. 11**  
**Ex. #13733 of 2010**  
**CITIMORTGAGE, INC., Plaintiff**  
v.  
**MICHAEL D. FORSYTH JULIET D. FORSYTH, Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13733-10 CITIMORTGAGE, INC. vs. MICHAEL D. FORSYTH and JULIET D. FORSYTH Amount Due: \$59,035.57 MICHAEL D. FORSYTH and JULIET D. FORSYTH, owner(s) of property situated in BOROUGH OF WESLEYVILLE, Erie County, Pennsylvania being 2407 STATION ROAD, ERIE, PA 16510-1947 Dimensions: 44.8 X 125 Acreage: 0.1286 Assessment Map number: 50002041004000 Assessed Value: \$46,810 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

Feb. 24 and Mar. 2, 9

**SALE NO. 12**  
**Ex. #13718 of 2011**  
**WELLS FARGO BANK, N.A., Plaintiff**  
v.  
**TIMOTHY J. HEIRLS, Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13718-11 WELLS FARGO BANK, N.A. vs. TIMOTHY J. HEIRLS Amount Due: \$48,500.59 TIMOTHY J. HEIRLS, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 2703 POST AVENUE, ERIE, PA 16508-1001 Dimensions: 75.22 X 121.54

Acreage: .2406  
 Assessment Map number:  
 19062040031000  
 Assessed Value: \$63,570.00  
 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

Feb. 24 and Mar. 2, 9

**SALE NO. 13**

**Ex. #14941 of 2010**  
**BANK OF AMERICA, N.A.**  
**SUCCESSOR BY MERGER**  
**TO BAC HOME LOANS**  
**SERVICING, LP, Plaintiff**

v.

**JOHN M. HICKMAN,**  
**Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution  
 filed to No. 14941-10

BANK OF AMERICA, N.A.  
 SUCCESSOR BY MERGER TO  
 BAC HOME LOANS SERVICING,  
 LP vs. JOHN M. HICKMAN  
 Amount Due: \$73,823.15  
 JOHN M. HICKMAN, owner(s)  
 of property situated in BOROUGH  
 OF LAKE CITY, Erie County,  
 Pennsylvania being 1820  
 CHESTNUT STREET, LAKE  
 CITY, PA 16423-1401  
 Dimensions: 45 X 99.05  
 Acreage: 0.1034  
 Assessment Map number:  
 28-013-017.0-010.00

Assessed Value: 59,450.00  
 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

Feb. 24 and Mar. 2, 9

**SALE NO. 14**

**Ex. #12161 of 2010**  
**BANK OF AMERICA, N.A. AS**  
**SUCCESSOR BY MERGER**  
**TO BAC HOME LOANS**  
**SERVICING, LP, Plaintiff**

v.

**DAVID J. LOGUE, Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution  
 filed to No. 12161-10  
 BANK OF AMERICA, N.A. AS  
 SUCCESSOR BY MERGER TO  
 BAC HOME LOANS SERVICING,  
 LP vs. DAVID J. LOGUE  
 Amount Due: \$104,318.20  
 DAVID J. LOGUE, owner(s) of  
 property situated in TOWNSHIP  
 OF MILLCREEK, Erie County,  
 Pennsylvania being 1220 OREGON  
 AVENUE, ERIE, PA 16505-3734  
 Dimensions: 70 X 100  
 Acreage: 0.1607

Assessment Map number:  
 33-035-074.0-011.00  
 Assessed Value: \$95,200  
 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

Feb. 24 and Mar. 2, 9

**SALE NO. 15**

**Ex. #13258 of 2011**  
**U.S. BANK NATIONAL**  
**ASSOCIATION AS TRUSTEE**  
**FOR RASC 2005KS12, Plaintiff**

v.

**PAUL P. NOLAN, Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution  
 filed to No. 13258-11

U.S. BANK NATIONAL  
 ASSOCIATION AS TRUSTEE  
 FOR RASC 2005KS12 vs. PAUL  
 P. NOLAN  
 Amount Due: \$66,191.35  
 PAUL P. NOLAN, owner(s) of  
 property situated in TOWNSHIP  
 OF MILLCREEK, Erie County,  
 Pennsylvania being 2222 JAMES  
 AVENUE, ERIE, PA 16506-2342  
 Dimensions: 67.89 x 140  
 Acreage: 0.2182

Assessment Map number:  
 33-052-219.0-017.00  
 Assessed Value: 78,670.00  
 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

Feb. 24 and Mar. 2, 9

**SALE NO. 16**

**Ex. #14463 of 2010**  
**WELLS FARGO BANK, N.A.,**  
**S/B/M TO WELLS FARGO**  
**HOME MORTGAGE, INC.,**  
**F/K/A NORWEST MORTGAGE,**  
**INC., Plaintiff**

v.

**THOMAS B. PANGBORN**  
**A/K/A THOMAS BRIAN**  
**PANGBORN**  
**GAIL SQUIRES**  
**A/K/A GAIL PANGBORN**  
**Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution  
 filed to No. 14463-10

WELLS FARGO BANK, N.A.,  
 S/B/M TO WELLS FARGO  
 HOME MORTGAGE, INC., F/K/A  
 NORWEST MORTGAGE, INC. vs.  
 THOMAS B. PANGBORN A/K/A  
 THOMAS BRIAN PANGBORN  
 and GAIL SQUIRES A/K/A GAIL  
 PANGBORN

Amount Due: \$74,671.49  
 THOMAS B. PANGBORN A/K/A  
 THOMAS BRIAN PANGBORN  
 and GAIL SQUIRES A/K/A GAIL  
 PANGBORN, owner(s) of property  
 situated in CITY OF ERIE, Erie  
 County, Pennsylvania being 1636  
 WEST 39TH STREET, ERIE, PA  
 16509-1132

Dimensions: 50 X 129.70  
 Acreage: 0.1489  
 Assessment Map number:  
 19-061-072.0-328.00

Assessed Value: \$65,460  
 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

Feb. 24 and Mar. 2, 9

**SALE NO. 18**

**Ex. #13816 of 2011**  
**Wells Fargo Bank, NA., successor**  
**by merger to Wells Fargo Bank**  
**Minnesota, N.A., as Trustee**

v.

**Christopher A. Ackerman and**  
**Veronica F. Ackerman**  
**LEGAL DESCRIPTION**

All that certain piece or parcel  
 of land situate in the City of Erie,

County of Erie and Commonwealth of Pennsylvania, being further bounded and described as follows, to-wit:

BEGINNING at a point on the southeasterly line of West 39th Street, at the dividing line between Lots 5 and 6 in Orchard Park Center Subdivision according to a plot thereof recorded in the Office of the Recorder of Deeds of Erie County, Pennsylvania in Map Book 5 at pages 174 and 175; thence along the southeasterly line of West 39th Street. North 61 degrees 07 minutes and 21 seconds East, a distance of sixty-nine and twenty-nine hundredths (69.29) feet to a point: thence along the southwesterly line of the Pollock Subdivision recorded in the Recorders Office of Erie County, Pennsylvania in Map Book 2, pages 70 and 79, South 28 degrees 23 minutes 39 seconds East a distance of one hundred sixty-seven and seventy-seven hundredths (167.77) feet to a point in the centerline of White Oak Lane now vacated (by Ordinance 24 of 1954 of the City of Erie); thence along the center line of said vacated White Oak Lane, South 61 degrees 28 minutes 21 seconds West, a distance of seventy-one and seventy-one hundredths (71.71) feet to a point; thence along the dividing line between Lots 5 and 6 in said Plan, North 27 degrees 33 minutes 39 seconds West a distance of one hundred sixty-seven and thirty-four hundredths (167.34) feet to a point, the place of beginning.

HAVING erected thereon a one-family frame dwelling and garage known as 1427 West 39th Street, Erie, Pennsylvania, and bearing Erie County Index No. (19) 6136-117.

BEING the same premises which Samuel R. Pierce, Jr., Secretary of Housing and Urban Development of Washington D.C. by Deed dated March 15, 1987 and recorded March 23, 1987 in the Office of the Recorder of Deeds in and for Erie County in Deed Book 0006 Page 1087, granted and conveyed unto Christopher A. Ackerman and Veronica F. Ackerman.

PROPERTY ADDRESS: 1427 West

39th Street, Erie, PA 16509  
 PARCEL ID # (19) 6138-117  
 Attorney for Plaintiff:  
 Kevin P. Diskin, Esquire  
 Stern and Eisenberg, PC  
 The Pavilion  
 261 Old York Road, Suite 410  
 Jenkintown, PA 19046  
 (215) 572-8111

Feb. 24 and Mar. 2, 9

**SALE NO. 20**

**Ex. #13811 of 2011**  
**U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff**

v.

**STEPHANIE P. ALLEN, Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution No. 13811-11 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. STEPHANIE P. ALLEN, Defendant Real Estate: 508 HESS AVENUE, ERIE, PENNSYLVANIA 16507 Municipality: City of Erie, Erie County, Pennsylvania See Deed Book 1021, Page 581. Tax I.D. (14) 1044-204 Assessment: \$ 6,900. (Land) \$34,030. (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

Feb. 24 and Mar. 2, 9

**SALE NO. 21**

**Ex. #13815 of 2011**  
**U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff**

v.

**ELIZABETH A. GUELCHER, Defendants**

**SHERIFF'S SALE**

By virtue of a Writ of Execution No. 13815-11 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR

THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. ELIZABETH A. GUELCHER, Defendants

Real Estate: 535 EAST 8TH STREET, ERIE, PA 16503 Municipality: City of Erie, Erie County, Pennsylvania See Deed Book 0250, Page 0359 Tax I.D. (15) 2026-215 Assessment: \$ 5,700. (Land) \$21,660. (Bldg)

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

Feb. 24 and Mar. 2, 9

**SALE NO. 22**

**Ex. #13858 of 2011**  
**Erie Federal Credit Union, Plaintiff**

v.

**Anita L. Brewer, Defendant**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13858-11, Erie Federal Credit Union v. Anita L. Brewer, Owner(s) of property situated in Erie, Erie County, Pennsylvania being 1030 West 4th Street, Erie, PA 16507

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 North line of Fourth Street two hundred and eighty (280) feet westwardly from the intersection of the west line of Cascade Street with the north line of Fourth Street; thence westwardly along the north line of Fourth Street forty (40) feet; thence northwardly in a line parallel with Cascade Street one hundred and sixty-five (165) feet; thence eastwardly in a line parallel with Fourth Street forty (40) feet and thence southwardly in a line parallel with Cascade Street one hundred and sixty-five (165) feet to the north line of Fourth Street, the place of beginning.

Said premises have erected thereon a dwelling commonly

known as 1030 West 4th Street and are further identified by Erie County Assessment Index No. (17) 4033-134.  
 BEING KNOWN As 1030 West 4th Street, Erie, PA 16507  
 Assessment Map number: 17-4033-134  
 Assessed Value figure: \$46,540.00  
 Improvement thereon: Residential Dwelling  
 Martha E. Von Rosenstiel, Esquire No. 52634  
 Jacqueline F. McNally, Esquire No. 201332  
 649 South Avenue, Unit #6  
 P.O. Box 822  
 Secane, PA 19018  
 (610) 328-2887

Feb. 24 and Mar. 2, 9

**SALE NO. 24**

**Ex. #13836 of 2011**  
**DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR, MSAC 2007-SEA1, Plaintiff**

v.

**KYRA A. LUBIN**  
**DANIEL R. LUBIN,**  
**Defendant(s)**

**DESCRIPTION**

All that certain piece or parcel of land situate in the Township of Springfield, County of Erie and State of Pennsylvania, bounded and described as follows, to wit:  
 BEGINNING at a stake in the North side of Main Street, in the town of West Springfield; thence North 32 degrees 30' West, twenty four (24) rods and six (6) links to a stake in the East line of lands now or formerly of A.J. Thomas; thence North 30 degrees East, along said Thomas line, fourteen (14) rods and five (5) links to a stake; Thence southeast to the north side of Main Street, thirty-five (35) rods and five (5) links to a post; thence along said North side of said street, eight (8) rods and fourteen (14) links to the place of beginning.  
 PROPERTY ADDRESS: 13718 West Ridge Road, West Springfield, PA 16443  
 KML Law Group, P.C.  
 Attorney for Plaintiff  
 Suite 5000 - BNY Independence

Center, 701 Market Street  
 Philadelphia, PA 19106  
 (215) 627-1322  
 Feb. 24 and Mar. 2, 9

**SALE NO. 26**

**Ex. #10372 of 2011**  
**Beneficial Consumer Discount Company, d/b/a Beneficial Mortgage Co. of Pennsylvania**

v.

**Ismael Camacho and Deborah Camacho**

**LEGAL DESCRIPTION**

ALL that certain piece or parcel of land situate in the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:  
 Beginning at an iron pipe in the western line of Harper Drive three hundred seventy-seven and five tenths (377.5) feet northerly from where the western line of Harper Drive intersects the northern line of West 15th Street as recorded in Map Book 3, pages 383 and 384 in the Recorder's Office of Erie County, Pennsylvania; thence south sixty-three degrees, twenty-one minutes (63° 21') west and parallel with West 15th Street, four hundred six and fifteen hundredths (406.15) feet to a point; thence north twenty-six degrees eleven minutes (28° 11') [sic] west, fifty-two and five tenths (52.5) feet to a point; thence north sixty-three degrees, twenty-one minutes (63° 21') east, and parallel with West 15th Street, four hundred five and six tenths (405.6) feet to an iron pipe in the western line of Harper Drive; thence south twenty-six degrees, and forty-seven minutes (26° 47') east along the western line of Harper Drive, fifty-two and five tenths (52.5) feet to the place of beginning, and being part of Lot 52 in Tracy Acres, Subdivision. Having erected thereon a one-story frame dwelling known as 1322 Harper Drive, Erie, Pennsylvania, and bearing Erie County Tax Index No. (33) 34-171-50.  
 SUBJECT to all valid and subsisting conditions, covenants, restrictions, reservations, exceptions, setbacks, rights-of-way and easements of

record and/or those that are visible to a physical inspection and all laws, regulations, and restrictions, including building and zoning ordinances, of municipal and other governmental authorities applicable to and enforceable against the above-described property.  
 BEING the same premises which Joseph A. Oros and Paula M. Oros, husband and wife, by Deed dated August 31, 1998 and recorded September 30, 1998 in the Office of the Recorder of Deeds in and for Erie County in Deed Book 590 Page 1880, as Instrument Number 1998-038588, granted and conveyed unto Ismael Camacho and Deborah Camacho, husband and wife, as tenants by the entireties with the right of survivorship in the survivor thereof, in fee.  
 Property Address: 1322 Harper Drive, Erie, PA 16505  
 Attorney for Plaintiff:  
 Steven K. Eisenberg, Esquire  
 Stern and Eisenberg, PC  
 The Pavilion  
 261 Old York Road, Suite 410  
 Jenkintown, PA 19046  
 (215) 572-8111

Feb. 24 and Mar. 2, 9

**SALE NO. 27**

**Ex. #12295 of 2011**  
**Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP, Plaintiff**

v.

**Melinda L. Peterson aka Melinda Lee Peterson and John R. Peterson, Defendant**  
**SHORT DESCRIPTION**

By virtue of a Writ of Execution filed to No. 12295-11 Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP v. Melinda L. Peterson aka Melinda Lee Peterson and John R. Peterson, owners of property situated in the Township of Millcreek, Erie County, Pennsylvania being 3125 Sterrettan Road, Erie, Pennsylvania 16506.  
 Tax I.D. No. 33-076-281-0-007-00

Assessment: \$98,348.29  
 Improvements: Residential Dwelling  
 McCabe, Weisberg and Conway, P.C.  
 123 South Broad Street, Suite 2080  
 Philadelphia, PA 19109  
 Feb. 24 and Mar. 2, 9

**SALE NO. 28**

**Ex. #12297 of 2011**  
**DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE (NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE), IN TRUST FOR REGISTERED HOLDERS OF VCM SERIES 2009-3, Plaintiff**

v.

**LUZ CORRALES, Defendant(s)**  
**SHERIFF'S SALE**

Description: All that certain piece or parcel of land situate in the Township of Millcreek, County of Erie and State of Pennsylvania.  
 LOCATION OF PROPERTY: 802 Oregon Avenue Apt # 8556, Erie, PA 16505  
 Pin Number: 33-17-72-64  
 THE IMPROVEMENTS THEREON ARE: Residential dwelling  
 SEIZED AND TAKEN IN execution as the property of Luz Corrales  
 REAL DEBT: \$79,445.16  
 Federman & Associates, LLC  
 Thomas M. Federman, Esquire  
 Attorneys for Plaintiff  
 Feb. 24 and Mar. 2, 9

**SALE NO. 30**

**Ex. #12686 of 2011**  
**CitiFinancial Services, Inc., a Pennsylvania Corporation**

v.

**Kirk T. Edwards**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 12686-11 CitiFinancial Services, Inc., a Pennsylvania Corporation vs. Kirk T. Edwards, owner(s) of property situated in City of Erie, Erie County, Pennsylvania being 1022 E. 26th Street, Erie, PA 16504  
 Dimensions of parcel: 30 x 165  
 Assessment Map number: 18-5042-127  
 Assessed Value figure: \$24,400.00  
 Improvement thereon: A one and a one half story frame dwelling  
 M. Troy Freedman, Esquire  
 Attorney for Plaintiff  
 Richard M. Squire & Associates, LLC  
 115 West Avenue, Suite 104  
 Jenkintown, PA 19046  
 (215) 886-8790  
 Feb. 24 and Mar. 2, 9

**SALE NO. 31**

**Ex. #12403 of 2011**  
**Citifinancial North America**

v.

**Bernard E. Narbut**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 12403-11 Citifinancial North America vs. Bernard E. Narbut, owner(s) of property situated in the City of Erie, Erie County, Pennsylvania being 3924

McClelland Avenue, Erie, PA 16510  
 Assessment Map number: 18-5246-102  
 Assessed Value figure: 67,250.00  
 Improvement thereon: Residential Dwelling  
 M. Troy Freedman, Esquire  
 Attorney for Plaintiff  
 Richard M. Squire & Associates, LLC  
 115 West Avenue, Suite 104  
 Jenkintown, PA 19046  
 (215) 886-8790  
 Feb. 24 and Mar. 2, 9

**SALE NO. 32**

**Ex. #12296 of 2011**  
**CitiFinancial Services, Inc., a Pennsylvania Corporation**

v.

**Jean A. Reichbaum**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 12296-2011 CitiFinancial Services, Inc., a Pennsylvania Corporation vs. Jean A. Reichbaum, owner(s) of property situated in Township of Union, Erie County, Pennsylvania being 7832 RT 97, Union City, PA 16438  
 Assessment Map number: (43) 9-3-26.02 and (43) 9-3-26.05  
 Assessed Value figure: 102,020.00 and 19,900.00  
 Improvement thereon: Residential Dwelling  
 M. Troy Freedman, Esquire  
 Attorney for Plaintiff  
 Richard M. Squire & Associates, LLC  
 115 West Avenue, Suite 104  
 Jenkintown, PA 19046  
 (215) 886-8790  
 Feb. 24 and Mar. 2, 9

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## **RICHARD N. LETTIERI, ESQ.** **E-DISCOVERY COUNSEL**

- Litigation 2<sup>nd</sup> Chair
- E-Discovery Mediator
- E-Discovery Special Master

Lettieri Law Firm, LLC  
1620 King James Drive  
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412-364-7255 (Office)  
[rletterilaw@live.com](mailto:rletterilaw@live.com)  
[www.letterilaw.com](http://www.letterilaw.com)

**RICHARD N. LETTIERI, ESQ.**

**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****BERNRITTER, EDWARD H.,  
deceased**

Late of Waterford Township, County of Erie and Commonwealth of Pennsylvania  
*Administrator:* Elizabeth Bernritter  
*Attorney:* Craig A. Zonna, Esquire, Elderkin Law Firm, 150 East 8th Street, Erie, PA 16501

**ESHELMAN, JERRY RAY, a/k/a  
JERRY R. ESHELMAN, a/k/a  
JERRY ESHELMAN,  
deceased**

Late of Union City Borough, Erie County, Pennsylvania  
*Executrix:* Faith A. Powers, c/o Paul J. Carney, Jr., Esquire, 43 North Main Street, Union City, Pennsylvania 16438  
*Attorney:* Paul J. Carney, Jr., Esquire, 43 North Main Street, Union City, Pennsylvania 16438

**FAGAN, GERALDINE M.,  
deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania  
*Administrator:* Shelly E. Wygant, c/o Thomas J. Buseck, The McDonald Group, L.L.P., P.O. Box 1757, Erie, PA 16507-1757  
*Attorney:* Thomas J. Buseck, Esq., The McDonald Group, L.L.P., P.O. Box 1757, Erie, PA 16507-1757

**HARRISON, SHIRLEY S., a/k/a  
SHIRLEY SWIFT HARRISON,  
a/k/a SHIRLEY LOUISE  
HARRISON,  
deceased**

Late of Millcreek Township, County of Erie and Commonwealth of Pennsylvania  
*Executor:* J. Michael Harrison II, c/o 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

**LUTZ, TIMOTHY J.,  
deceased**

Late of North East Township, Erie County, Commonwealth of Pennsylvania  
*Executrix:* Sandra K. Lutz, c/o Leigh Ann Orton, Esq., Knox McLaughlin Gornall & Sennett, North East Office, 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

**MASON, HELEN M.,  
deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania  
*Executrix:* Judith A. Sova, 2628 Carter Avenue, Erie, PA 16508  
*Attorney:* Thomas S. Kubinski, Esquire, The Gideon Ball House, 135 East 6th Street, Erie, PA 16501

**MILLER, DANIEL THOMAS,  
a/k/a DANIEL T. MILLER,  
deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania  
*Executrix:* Rosanne Joseph, 2727 Bens Branch Drive, #307, Kingwood, Texas 77339  
*Attorney:* Grant M. Yochim, Esq., Steadman Law Office, 24 Main St. E., P.O. Box 87, Girard, Pennsylvania 16417

**NITCZYNSKI, JOSEPH A., I.,  
a/k/a JOSEPH A. NITCZYNSKI,  
deceased**

Late of the Township of Millcreek, Erie County, Pennsylvania  
*Administrator CTA:* Mark A. Nitzczynski, 2349 Dexter Street, Denver, CO 80207  
*Attorney:* Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**ROBERTSON, LAWRENCE W.,  
SR, a/k/a  
LARRY ROBERTSON, SR.  
deceased**

Late of the Township of Waterford, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Richard T. Haibach, c/o Ritchie T. Marsh, Esq., Suite 300, 300 State Street, Erie, PA 16507  
*Attorneys:* Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Suite 300, 300 State Street, Erie, PA 16507

**ROSS, SHIRLEY M.,  
deceased**

Late of Millcreek Township  
*Administrator:* Gary S. Ross, 924 Filmore Avenue, Erie, PA 16505  
*Attorney:* Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**SAGALA, BERNICE,  
deceased**

Late of the City of Erie  
*Executrix:* Donna Barner, 5319 Castlewood Court, Erie, PA 16509  
*Attorney:* Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**SECOND PUBLICATION**

**BLASS, RICHARD,  
deceased**

Late of the Township of Waterford, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Gary Blass, 2460 Quance Road, McKean, PA 16426  
*Attorney:* Rebecca A. Herman, Esq., Herman & Herman, LLC, 412 High Street, Waterford, PA 16441

**BROWN, SIDNEY, a/k/a  
SIDNEY A. BROWN,  
deceased**

Late of the Borough of Waterford, County of Erie and State of Pennsylvania  
*Executor:* Gary Brown, c/o David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412  
*Attorney:* David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412

**BULES, DEIRDRE L., a/k/a  
DEIRDRE BULES,  
deceased**

Late of the Township of Millcreek  
*Administrator:* George M. Bules  
*Attorney:* Michael G. Nelson, Esquire, Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, 300 State Street, Suite 300, Erie, Pennsylvania 16507

**CIESLIKOWSKI, ALICE ANN  
RUTKOWSKI,  
deceased**

Late of Erie, Pennsylvania  
*Executrix:* Alicia A. Costello, 5901 Sun Court, Erie, Pennsylvania 16509  
*Attorney:* William J. Kelly, Jr., Esquire, 100 State Street, Suite 440, Erie, Pennsylvania 16507

**COLEMAN, EDWARD D., III,  
a/k/a EDWARD DENNIS  
COLEMAN, III, a/k/a  
EDWARD D. COLEMAN,  
deceased**

Late of Fairview Township, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Edward D. Coleman, IV  
*Attorney:* Craig A. Zonna, Esquire, Elderkin Law Firm, 150 East 8th Street, Erie, PA 16501

**DUNN, JEANNETTE R.,  
deceased**

Late of the City of Erie, County of Erie, Pennsylvania  
*Co-Executors:* John E. May and Roberta Colburn, c/o 150 West Fifth St., Erie, PA 16507  
*Attorney:* Colleen C. McCarthy, Esq., McCarthy, Martone & Peasley, 150 West Fifth St., Erie, PA 16507

**KILLION, MATTHEW J., a/k/a  
MATTHEW KILLION, a/k/a  
MATT J. KILLION, a/k/a  
MATT KILLION,  
deceased**

Late of the City of Erie, County of Erie and State of Pennsylvania  
*Executor:* Matthew J. Killion, 1019 McClelland Street, Schenectady, NY 12309  
*Attorney:* Ronald J. Susmarski, Esq., 4030-36 West Lake Road, Erie, PA 16505

**KREIDER, RICHARD C., a/k/a  
RICHARD KREIDER,  
deceased**

Late of the Township of Millcreek, County of Erie and State of Pennsylvania  
*Executor:* Carolyn Burlando, 200 Stephany Road, Fairview, PA 16415  
*Attorney:* Ronald J. Susmarski, Esq., 4030-36 West Lake Road, Erie, PA 16505

**KUHN, FRANCIS L.,  
deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania  
*Executrix:* Darlene Schreckengost, c/o 78 East Main Street, North East, PA 16428  
*Attorney:* John C. Brydon, Esq., Brydon Law Office, 78 East Main Street, North East, PA 16428

**MARKOVICH, RUTH, a/k/a  
RUTH D. MARKOVICH,  
deceased**

Late of the Township of Fairview, County of Erie, State of Pennsylvania  
*Executrix:* Faye H. Markovich, 2359 Rice Avenue, Lake City, Pennsylvania 16423  
*Attorney:* Grant M. Yochim, Esq., Steadman Law Office, 24 Main St. E., P.O. Box 87, Girard, Pennsylvania 16417

**OWEN, HELEN,  
deceased**

Late of Millcreek Township, County of Erie, Commonwealth of Pennsylvania  
*Executor:* James F. Toohy, c/o Quinn, Buseck, Leemhuis, Toohy & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506  
*Attorney:* James F. Toohy, Esq., Quinn, Buseck, Leemhuis, Toohy & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**PRZYBYSZEWSKI, CAROL,  
a/k/a CAROL A.  
PRZYBYSZEWSKI,  
deceased**

Late of the Borough of Lake City, County of Erie, State of Pennsylvania  
*Executor:* Michael R. Przybyszewski, 9948 Pine Street, Lake City, Pennsylvania 16423  
*Attorney:* Grant M. Yochim, Esq., Steadman Law Office, 23 Main St. E., P.O. Box 87, Girard, Pennsylvania 16417

**QUINLAN, JOHN MICHAEL,  
a/k/a JOHN M. QUINLAN,  
a/k/a JOHN QUINLAN,  
deceased**

Late of the Township of Washington, County of Erie and State of Pennsylvania  
*Executor:* Roy Gallant, c/o David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412  
*Attorney:* David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412

**QUINLAN, PATRICIA A.,  
deceased**

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

**RITTER, FRANCES E.,  
deceased**

Late of Harborcreek Township, Erie County, Commonwealth of Pennsylvania  
*Co-Executrices:* Lou Ann Jelley and Mary E. Steele, c/o Leigh Ann Orton, Esq., 11 Park Street, North East, PA 16428  
*Attorney:* Leigh Ann Orton, Esq., Knox McLaughlin Gornall & Sennett, P.C., North East Office, 11 Park Street, North East, PA 16428

**SCHLOSSER, JOAN M.,  
deceased**

Late of the City of Erie, County of Erie  
*Executor:* Diane M. Bailey, 120 East Fifth Street, Waterford, Pennsylvania 16441  
*Attorney:* W. Richard Cowell, Esquire, Carney & Good, 254 West Sixth Street, Erie, Pennsylvania 16507

**SCHULTZ, DONALD C.,  
deceased**

Late of Millcreek Township, Erie County, Pennsylvania  
*Administratrix:* Betty J. Romondo, 19222 E. Knightsbridge Road, Owasso, OK 74055-8133  
*Attorney:* Brian Glowacki, Esquire, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**SHAFFER, JAMES E.,  
deceased**

Late of the Township of Fairview, County of Erie, State of Pennsylvania  
*Executrix:* Linda Shafer, 6970 West Lake Road, Fairview, PA 16415  
*Attorney:* James R. Steadman, Esq., 24 Main St. E., P.O. Box 87, Girard, Pennsylvania 16417

**SHEWAN, ROSEMARY,  
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania  
*Executors:* Elizabeth R. Swantek and Maria L. Stevens, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508  
*Attorney:* Scott L. Wallen, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508

**SMYKOWSKI, GERALDINE  
LEE,  
deceased**

Late of the Borough of Wesleyville, County of Erie  
*Co-Executors:* John Walter Smykowski and Melodie Ann Zeigler, c/o Thomas A. Testi, Esq., P.O. Box 413, Fairview, PA 16415  
*Attorney:* Thomas A. Testi, Esq., 3952 Avonia Road, P.O. Box 413, Fairview, PA 16415

**TORNEY, MARGARET JUNE,  
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania  
*Administrator:* Lawrence C. Bolla, Esquire, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506  
*Attorney:* Colleen R. Stumpf, Esquire, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**THIRD PUBLICATION**

**BURNISTON, MICHAEL J.,  
deceased**

Late of the City of Erie, County of Erie  
*Administrator:* William Burniston, 946 West 32nd Street, Erie, PA 16508  
*Attorney:* Donald J. Rogala, Esq., 246 West Tenth Street, Erie, PA 16501

**CRANDELL, BETTY J.,  
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Jimmy W. Crandell, Jr., c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506  
*Attorney:* James F. Toohey, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**EVANS, LENA V.,  
deceased**

Late of the City of Erie, County of Erie  
*Administratrix:* Christine White, 1130 Edgewood Drive, Ducansville, PA 16635  
*Attorney:* Kari A. Froess, Esquire, Carney & Good, 254 West Sixth Street, Erie, Pennsylvania 16507-1398

**GOURLEY, JANICE L.,  
deceased**

Late of the Township of Washington, County of Erie, Commonwealth of Pennsylvania  
*Executors:* John G. Gourley, 2886 Kinter Hill Road, Edinboro, PA 16412 and Raymond R. Gourley, 5471 Decker Drive, Edinboro, PA 16412  
*Attorney:* Rebecca A Herman, Esq., Herman & Herman, LLC, 412 High Street, Waterford, PA 16441

**JACKSON, KATHERINE L.,  
a/k/a KATHERINE SUSAN JACKSON,  
deceased**

Late of the Borough of Edinboro, County of Erie, and Commonwealth of Pennsylvania  
*Administrator:* Dorothy S. Beach, c/o Thomas J. Buseck, Esq., The McDonald Group, L.L.P., P.O. Box 1757, Erie, PA 16507-1757  
*Attorney:* Thomas J. Buseck, Esq., The McDonald Group, L.L.P., P.O. Box 1757, Erie, PA 16507-1757

**LAPINSKY, ROBERT W.,  
deceased**

Late of Millcreek Township  
*Executrix:* Elisabeth Schruers-Lapinsky, c/o Jeffrey D. Scibetta, Esq., 120 West Tenth Street, Erie, PA 16501  
*Attorney:* Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**LATT, FRANK WILLIAM,  
a/k/a FRANK W. LATT,  
deceased**

Late of the City of Erie, County of Erie, Pennsylvania  
*Executor:* Rex C. McCleary, c/o 150 West Fifth St., Erie, PA 16507  
*Attorney:* Colleen C. McCarthy, Esq., McCarthy, Martone & Peasley, 150 West Fifth St., Erie, PA 16507

**McKAY, LENA, a/k/a  
LENA M. McKAY, a/k/a  
LENA MARIE McKAY,  
deceased**

Late of the City of Erie, Erie County, Pennsylvania  
*Executor:* William Thomas McKay, Jr., c/o Raymond A. Pagliari, Esq., 558 West Sixth Street, Erie, Pennsylvania 16507-1129  
*Attorney:* Raymond A. Pagliari, Esq., 558 West Sixth Street, Erie, Pennsylvania 16507-1129

**MITCHELL, ALINE FRANCIS,  
deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania  
*Executrix:* Rebekah Novisk, c/o 78 East Main Street, North East, PA 16428  
*Attorney:* John C. Brydon, Esq., Brydon Law Office, 78 East Main Street, North East, PA 16428

**NAGORSKY, JOHN K.,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Emily K. Rodriguez, 613 Brown Ave., Erie, PA 16502  
*Attorney:* None

**NAZARIAN, JOHN M.,  
deceased**

Late of the City of Erie  
*Executor:* Larry J. Nazarian, 2502 Pepper Tree, Erie, PA 16510  
*Attorney:* Jerome C. Wegley, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**ROBIE, HENRY J.,  
deceased**

Late of Millcreek Township, Erie County, Pennsylvania  
*Executor:* Michael H. Robie, 190 Farmgate Drive, Schaumburg, IL 60193  
*Attorney:* None

**SANDERS, WANDA Z.,  
deceased**

Late of the Township of Wayne, County of Erie, Commonwealth of Pennsylvania  
*Co-Executors:* Robert C. Sanders and Mary Jeanne Sanders, 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

**SCHULZ, LEONORA B.,  
deceased**

Late of the City of Erie  
*Executrix:* Pamela S. Zelenak, 8623 Haft Road, Erie, PA 16510-4901  
*Attorney:* Jerome C. Wegley, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**SINCLAIR, H. DAVID, a/k/a  
DAVID SINCLAIR,  
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Douglas Schwartz, 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

**TROYER, SHIRLEY L.,  
deceased**

Late of the Borough of Elgin, County of Erie, Commonwealth of Pennsylvania  
*Co-Executrices:* Tamara S. Stoddard and Beverly Burton, 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

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