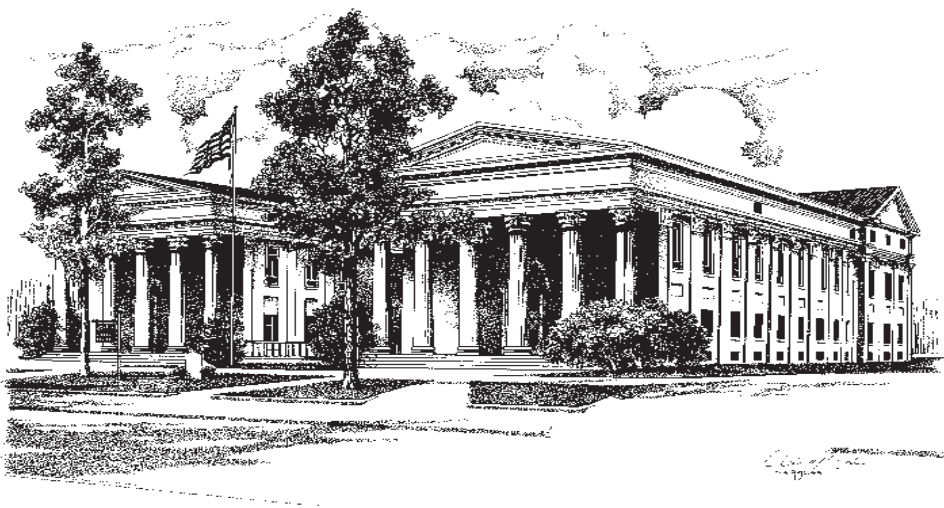


*Erie
County
Legal
Journal*

June 14, 2013

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96 ERIE 11-16

Gill v. Erie Insurance Exchange

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

THURSDAY, JUNE 20, 2013

ECBA Annual Charity Golf Tournament

Whispering Woods Golf Club

1 p.m. shotgun start (12:00 p.m. registration)

5:30 p.m. Cash Bar

6:00 p.m. Dinner and Awards presentation

\$99 (ECBA members and summer law clerks ONLY)

TUESDAY, JULY 23, 2013

Senior Lawyer Event

Pontoon Boat Ride

Boarding at 10:00 a.m.

contact the ECBA for more details

THURSDAY, JUNE 27, 2013

ECBA Mid-Year Meeting

Bayfront Convention Center

11:45 a.m. - 12:15 p.m. lunch

12:15 - 12:30 p.m. - Business Meeting

12:30 - 1:30 p.m. Seminar

\$35 (ECBA member/Summer Law Clerk)

\$22 (ECBA member Judge not needing CLE)

1 hour substantive

THURSDAY, JUNE 27, 2013

Young Lawyer PBA Caravan Event

Erie SeaWolves Game

7:05 p.m.



Erie County Bar
Association



@eriepabar

To view PBI seminars visit the events calendar on the ECBA website
<http://www.eriebar.com/public-calendar>

2013 BOARD OF DIRECTORS

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In Memoriam

Mark J. Way

March 28, 1955 - February 3, 2013

Mark J. Way of Cary, N.C. and formerly of Oil City, passed away while vacationing with friends in the British Virgin Islands on Feb. 3, 2013. Mark was born on March 28, 1955 in Oil City, PA. He was the treasured son of Betty F. Pohl Way and the late Richard L. "Dick" Way.

Mark was a 1973 graduate of Venango Catholic High School. He then graduated from Gannon University in 1976. In 1979 he received his law degree from Case Western Reserve in Cleveland, Ohio. He began working for the Lord Corporation in 1979 as a corporate attorney in Erie, PA. In 1995, when Lord moved its headquarters to Cary, N.C., Mark followed where he would continue working for them until 2007. Mark was a proud member of the Erie County Bar Association.

He was a die-hard fan of the Cleveland Browns and Indians and enjoyed attending many games with friends and family. Mark was also an avid fan of Duke Basketball. Mark belonged to several clubs in Cary, including a founding membership in the Cary Browns Backers Club. Later in life, Mark took up interest in gourmet cooking, and often brought many new recipes home to Oil City to cook for his family.

Mark was a world traveler with friends in as many places. He will be missed by all who knew him.

He is survived by his mother Betty F. Way of Oil City, PA., two sons Matthew Way (Marlaina) and Michael Way (Kristen); three beloved grandchildren, Matthew Jr., Roman and Star; two brothers, Christopher Way & his wife Sharon of Oil City and Daniel Way & his wife Jackie of Oil City. Mark was also an uncle to Christopher, Jonathan, Jordan and Logan. In addition to his father he was preceded in death by his son Mark R. Way.

Mark was laid to rest in Calvary Cemetery. Memorials may be made to the St. Stephen's Church Second Century Fund or to a charity of one's choice.



CAROLYN CAMPBELL GILL, Plaintiff

v.

ERIE INSURANCE EXCHANGE, Defendant

JUDGMENTS / SUMMARY

Summary judgment may be granted when there is no genuine issue of material fact and the moving party is entitled to relief as a matter of law; court must examine record in the light most favorable to the non-moving party and resolve all doubt against the moving party.

JUDGMENTS / SUMMARY

Party moving for summary judgment has the burden of proving that no genuine issue of material fact exists.

JUDGMENTS / SUMMARY

Where non-moving party has failed to produce sufficient evidence to establish the existence of an element essential to the case on which the party bears the burden of proof, moving party is entitled to judgment as a matter of law.

INSURANCE / INTERPRETATION OF POLICIES

Insurance policies are contracts, to which the rules of contract interpretation apply.

INSURANCE / EXCLUSIONS / AUTO INSURANCE

UM/UIM coverage exclusion for injury sustained while using a non-owned motor vehicle which is regularly used, but not insured for UM/UIM coverage under the policy, applies to use that is regular, habitual, or principal, rather than casual or incidental.

INSURANCE / EXCLUSIONS / AUTO INSURANCE

Plaintiff, who was insured as a listed driver under her future spouse’s policy, and who in the course of her employment regularly used vehicles from among a fleet of vehicles owned by her employer, was excluded from UM/UIM coverage pursuant to the policy’s “regular use exclusion” for injuries sustained by her when the employer-owned vehicle she was driving was struck by an uninsured motorist.

INSURANCE / EXCLUSIONS / AUTO INSURANCE

An employee “regularly uses” a fleet vehicle of the employer for purposes of the regular use exclusion if he or she regularly has access to vehicles in the fleet generally; regular use of any particular vehicle in the fleet is not required.

INSURANCE / INTERPRETATION OF POLICIES / EXCLUSIONS / AUTO INSURANCE

Any reasonable expectation of UM/UIM coverage that Plaintiff may have had would not prevail over the clear and unambiguous terms of the regular use exclusion.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
 CIVIL DIVISION NO. 12113-2012

Appearances: Richard T. Ruth, Esq., Attorney for Plaintiff
 William C. Wagner, Esq., Attorney for Defendant

OPINION AND ORDER

DiSantis, Ernest, J. Jr., Judge May 17, 2013

This matter comes before the Court on cross motions for summary judgment related to

the plaintiff's action for declaratory judgment filed pursuant to 42 Pa.C.S.A. § 7531 *et seq.* Argument was conducted on May 1, 2013.

BACKGROUND OF THE CASE

This case arises out of a motor vehicle collision that occurred on May 10, 2005. It is alleged that on that day, plaintiff was operating a vehicle owned by her employer, Lake Shore Community Services ("Lake Shore"), when it was struck from behind by another vehicle. Lake Shore is engaged in the business of medical monitoring and operating a self-independent living program.

As part of her employment, plaintiff was required to visit clients and provide the necessary services, which included client transports to medical appointments, personal errands, etc. As the situation demanded, she used Lake Shore's vehicles.

At the time of the collision, plaintiff was living with, but not married to, Kenneth E. Gill, Jr. They married on September 24, 2005.

On May 10, 2005, Mr. Gill had an automobile insurance policy with Erie Insurance Exchange. He was the sole named insured in that policy. He alleges that he took steps to add plaintiff to the policy as a listed driver and before their marriage and paid an additional premium amount to do so. For purposes of this proceeding, plaintiff shall be treated as a listed driver.

Both parties have moved for summary judgment. The issue that this Court must determine is whether the plaintiff may seek recovery under the uninsured/underinsured motorist provisions of the policy ("UIM").

LEGAL DISCUSSION

A. Summary Judgment Standard

Rule 1035.2 of the Pennsylvania Rules of Civil Procedure provides that after the relevant pleadings are closed, a party may move for summary judgment in the following circumstances:

- (1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report, or
- (2) if, after the completion of discovery relevant to the motion including the production of expert reports, an adverse party who will bear the burden of proof at trial has failed to produce evidence of facts essential to the cause of action or defense which in a jury trial would require the issues to be submitted to a jury.

Pa.R.C.P. 1035.2.

Summary judgment may be granted where there is no genuine issue of material fact and the moving party is entitled to relief as a matter of law. The purpose of the summary judgment rule "is to eliminate cases prior to trial where a party cannot make out a claim or defense". *Miller v. Sacred Heart Hospital*, 753 A.2d 829, 833 (Pa. Super. 2000) (citation omitted). The Court must examine the record in the light most favorable to the non-moving party and resolve all doubt against the moving party. *Aetna Casualty and Surety Company v. Roe*, 650 A.2d 94, 97 (Pa. Super. 2004).

A moving party has the burden of proving that no genuine issue of material fact exists. *Gutteridge v. A.P. Green Services, Inc.*, 804 A.2d 643, 651 (Pa. Super. 2002) (citation

omitted). Therefore, summary judgment is appropriate when "the uncontroverted allegations in the pleadings, depositions, answers to interrogatories, admissions of record, and submitted affidavits demonstrate that no genuine issue of material fact exists, and that the moving party is entitled to judgment as a matter of law." *Id.* (citation omitted). "[A] court may grant summary judgment only where the right to such a judgment is clear and free from doubt." *Toy v. Metropolitan Life Ins. Co.*, 593 Pa. 20, 928 A.2d 186, 195 (2007) (citation omitted).

[P]ursuant to *Nanty-Glo Borough v. American Surety Co.*, 309 Pa. 236, 163 A. 523 (1932), summary judgment may not be entered where the moving party relies exclusively on oral testimony, either through testimonial affidavits or deposition testimony, to establish the absence of a genuine issue of material fact except where the moving party supports the motion by using admissions of the opposing party or the opposing party's own witness.

First Philson Bank, N.A. v. Hartford Fire Ins. Co., 727 A.2d 584, 587 (Pa. Super. 1999) (citation omitted).

Pa.R.Civ.P. 1035.3 provides, in part:

(a) the adverse party may not rest upon the mere allegations or denials of the pleadings but must file a response within thirty (30) days after service of the motion identifying

(1) one or more issues of fact arising from evidence in the record controverting the evidence cited in support of the motion or from a challenge to the credibility of one or more witnesses testifying in support of the motion, or

(2) evidence in the record establishing the facts essential to the cause of action or defense which the motions cite as not having been produced.

The Pennsylvania Supreme Court has stated that:

Where the non-moving party has failed to produce sufficient evidence to establish the existence of an element essential to the case, in which he bears the burden of proof, the moving party is entitled to judgment as a matter of law.

Ertel v. Patriot-News Company, 674 A.2d 1038, 1042 (Pa. 1996).

At the outset, this Court notes that this is a matter of contract interpretation. In *Miller v. Poole*, 45 A.3d 1143 (Pa. Super. 2012), the Pennsylvania Superior Court summarized the applicable parameters of analysis:

We consider the trial court's determinations mindful of the following principles. "Insurance policies are contracts, and the rules of contract interpretation provide that the mutual intention of the parties at the time they formed the contract governs its interpretation. Such intent is to be inferred from the written provisions of the contract." *Penn America Ins. Co. v. Peccadillos, Inc.*, 27 A.3d 259, 264 (Pa. Super. 2011), (quoting *American and Foreign Ins. Co. v. Jerry's Sport Center, Inc.*, 606 Pa. 584, 2 A.3d 526, 540 (2010)).

"When the words of an agreement are clear and unambiguous, the intent of the parties is to be ascertained from the language used in the agreement,... which will

be given its commonly accepted and plain meaning[.]” *LJL Transp., Inc. v. Pilot Air Freight Corp.*, 599 Pa. 546, 962 A.2d 639, 647 (2009) (citations omitted). “When, however, an ambiguity exists, parol evidence is admissible to explain or clarify or resolve the ambiguity, irrespective of whether the ambiguity is patent, created by the language of the instrument, or latent, created by extrinsic or collateral circumstances.” *Insurance Adjustment Bureau, Inc. v. Allstate Ins. Co.*, 588 Pa. 470, 905 A.2d 462, 468 (2006). “A contract is ambiguous if it is reasonably susceptible of different constructions and capable of being understood in more than one sense.” *Id.* at 468 - 469. Additionally, “[t]he provisions of an insurance contract are ambiguous if its terms are subject to more than one reasonable *1147 interpretation when applied to a particular set of facts.” *Kropa v. Gateway Ford*, 974 A.2d 502, 508 (Pa. Super. 2009) (internal quotation omitted). “When a provision in a policy is ambiguous, ...the policy is to be construed in favor of the insured to further the contract’s prime purpose of indemnification and against the insurer, as the insurer drafts the policy, and controls coverage.” *Erie Ins. Exchange v. Conley*, 29 A.3d 389, 392 (Pa. Super. 2011) (quoting *Government Employees Ins. Co. v. Ayers*, 955 A.2d 1025, 1028 - 29 (Pa. Super. 2008)).

As noted above, the question whether contract language is ambiguous depends on the particular facts to which the policy language is to be applied.

Id. at 1146 —1147.

Pursuant to the provisions of the *Uninsured/Underinsured Motorist Endorsement - Pennsylvania (Edition 4/03)*, as of May 10, 2005, the contract provided:

OUR PROMISE

If Uninsured Motorists Coverage is indicated on the **Declarations**, we will pay damages for bodily injury that you or your legal representative are legally entitled to recover from the owner or operator of **an uninsured motor vehicle**.

Damages must result from a motor vehicle accident arising out of the ownership or use of the **uninsured motor vehicle** or **underinsured motor vehicle** as a motor vehicle and involve bodily injury to you or others we protect. Bodily injury means physical harm, sickness, disease or resultant death to a person.

Page 2 of the same Endorsement in the section entitled “Others We Protect” includes any relative or “anyone else while occupying a non-owned auto other than:...one being operated by anyone other than you or a relative”. (See ¶¶ 1 and 4). Pages 2 and 3 of the Pioneer Family Auto Insurance Policy (Edition 4/97) in effect on the date of the accident provide the following additional definitions:

“Relative” means a **resident** of **your** household who is:

1. A person related to you by blood, marriage or adoption, or
2. A ward or any other person under 21 years old in your care.

“Resident” means a person physically lives with **you** in **your** household. Your unmarried, unemancipated children under age 24 attending school full-time, living away from home will be considered residents of your household.

"**You**", "**your**" or "**named insured**" means the person(s) in Item 1 on the Declarations. Exception in the GENERAL POLICY CONDITIONS Section, these words include **your** spouse if a **resident** of the same house.

"**Non-owned auto we insured**" or "**non-owned auto**" means any vehicle not owned by you as described in the AUTOS WE INSURE Section of this policy.

"Occupying" means in or upon, getting into or getting out of.

The UIM Endorsement contains what is generally known as a "regular use" exclusion. Specifically it states:

What We Do Not Cover - Exclusions

This insurance does not apply to:...

10. Bodily injury to **you** or a **resident** using a **non-owned motor vehicle** or a non-owned miscellaneous vehicle which is regularly used by **you** or a **resident**, but not insured for Uninsured or Underinsured Motorist Coverage under this policy.

"Regular use" has been defined as "regular" or "habitual", *Crum & Forster Personal Insurance Co. v. Travelers Corporation*, 631 A.2d 671, 673 (Pa. Super 1993). The term suggests a principal as distinguished from a casual or incidental use.

Plaintiff argues that her use of Lake Shore's vehicles was neither regular nor habitual, but was casual, contingent and incidental. Plaintiff also asserts that the policy is ambiguous as to who is covered under Section 4.b and 4.c of the UIM endorsement. Those two paragraphs provide coverage for:

4. anyone else while occupying a non-owned auto other than;... (b) one furnished or available for the regular use of you or anyone residing in your household... (c) one being operated by anyone other than you or a relative.

In assessing the parties claims, this Court finds *Brink v. Erie Insurance Group*, 940 A.2d 528, 533 (Pa. Super. 2008) instructive. That case involved cross motions for judgment on the pleadings. The Brinks had purchased personal automobile insurance from Erie Insurance Group which provided coverage, including underinsured motorist coverage, for their son, a police officer. His duties required him to respond to motor vehicle accidents and to operate police vehicles. In September 2004, Officer Brink responded to an incident that involved an automobile collision in which he suffered physical injury. The other motorist involved was not covered by liability insurance in an amount sufficient to compensate Brink for his injuries. The Brinks then filed a claim under their policy to recover UIM benefits. *Id.* at 529 - 530.

As plaintiff does here, the Brinks first claimed that the language of the "regular use" exclusion was ambiguous. Second, they contended that the exclusion did not apply because Officer Brink's use of the police vehicle was not regular. *Id.* at 531.

The Superior Court determined that the policy provision was not ambiguous. *Id.* at 533. As it said:

In Pennsylvania, the test for "regular use" is whether the use is "regular" or "habitual". (citation omitted) Federal courts have held that an employee "regularly uses" a fleet vehicle if he regularly or habitually has access to vehicles in that fleet. Regular use of any **particular** vehicle is not required." (citation omitted) We find this analysis persuasive and hereby adopt it.

Id. at 535. The fact that Officer Brink did not always use a particular vehicle was not dispositive. Rather, as he had access to a number of vehicles, his use was "regular". *Id.* at 535.

The Superior Court also addressed the claim that he was entitled to UIM benefits based upon a theory of reasonable expectation of coverage. In other words, "that Erie's agent created a reasonable expectation that Officer Brink would be covered under the policy while he was operating police vehicles and that this expectation must prevail over the strict terms of the exclusion." *Id.* at 535. Rejecting this argument, the Superior Court noted:

However, while reasonable expectations of the insured are the focal points of interpreting the contract language of insurance policies, an insured may not complain that his or her reasonable expectations were frustrated by policy limitations which are clear and unambiguous.

Id. (quotation and citations omitted). As a result, the exclusion applied.

Ms. Campbell-Gill's use of Lake Shore's vehicles may not have been as common as Officer Brink's. However, that fact does not remove this case from the parameters of the *Brink* holding. The deposition testimony uncontrovertibly established that plaintiff and other employees had access to, and used Lake Shore's vehicles as the situation demanded. See, Gill Deposition at 20 - 21, 28 - 29, 33 - 36 and 41; Rinderle Deposition at 8 - 10, 12 - 13, 17 - 18. Therefore, the "regular use" exclusion applies and plaintiff's activities are excluded under the UIM provisions of the policy.¹

CONCLUSION

Based upon the above, this Court will issue an order granting Defendant's Motion For Summary Judgment and denying Plaintiff's Motion For Summary Judgment.

ORDER

AND NOW, this 17th day of May 2013, for the reasons set forth in the accompanying opinion, it is hereby ORDERED that defendant's Motion For Summary Judgment is GRANTED and the plaintiff's Motion For Summary Judgment is DENIED.

BY THE COURT:

/s/ **Ernest J. DiSantis, Jr., Judge**

¹ Compare, *Liberty Mutual Insurance Group v. Johnson*, 2007 WL 1726518, 2007 U.S. Dist. Lexis 43278 (W. D. Pa. 2007). (There the court granted summary judgment finding that the "regular use" exclusion applied. Significantly the claimant used certain vehicles four nights per month for only six months per year and had no access to keys for the vehicles as that access was subject to supervisor's approval. Although this case is not precedential, the *Brink* Court cited its persuasive authority. *Id.* at 534 - 535.)

CHANGE OF NAME NOTICE
 In the Court of Common Pleas of Erie County, Pennsylvania
 In re: Daniel Thomas Eaton
 No. 11549-13

Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Daniel Thomas Eaton to Daniel Thomas Fehr.

The Court has fixed the 22nd day of July, 2013 at 9:00 a.m. in Courtroom B of the Erie County Court House as the time and place for the hearing on said Petition, when and where all interested parties may appear and show cause, if they have any, why the prayer of the petitioner should not be granted.

Jun. 14

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

FICTITIOUS NAME NOTICE
 Notice is hereby given that an Application for Registration of Fictitious Name was filed in the Commonwealth of Pennsylvania on April 23, 2013 for It's a Tweet Thing, located at 13250 Old Rt. 19 N., Waterford, PA 16441. The name and address of each individual interested in the business is Jeff Corwin, 13250 Old Rt. 19 N., Waterford, PA 16441. This was filed in accordance with 54 Pa.C.S. 311.

Jun. 14

FICTITIOUS NAME NOTICE
 1. Fictitious Name: Redbird Trucking
 2. Address of the principal place of business, including street and number: 2021 New Road, Waterford, PA 16441
 3. The real names and addresses, including street and number, of the persons who are parties to the registration: Thomas J. Carr, 2021 New Road, Waterford, PA 16441

4. An application for registration of fictitious name under the Fictitious Names Act was filed on or about June 6, 2013 with the Pennsylvania Department of State.

Jun. 14

INCORPORATION NOTICE
 Hollywood Hardy Enterprises, Inc. has been incorporated under the provisions of the Business Corporation Law of 1988, as amended.

Richard E. Filippi, Esquire
 504 State Street, Suite 200
 Erie, PA 16501

Jun. 14

INCORPORATION NOTICE
 Notice is hereby given that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania on April 9, 2013 with respect to a proposed nonprofit corporation. Waterford Days, Inc., which has been incorporated under the Nonprofit Corporation Law of 1988. A brief summary of the purpose or purposes for which said corporation is organized is: Annual event in celebration of the Waterford Pennsylvania community & its heritage.

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

Jun. 14

LEGAL NOTICE
 TO: James L. Anderson, 502 Poplar Street, Erie, PA 16507
 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 in the claim 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 Plaintiff. 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:

LAWYERS REFERRAL SERVICE
 P.O. BOX 1792
 ERIE, PA 16507
 (814) 459-4411
 Monday-Friday
 8:30 a.m. to 3:00 p.m.

To find out where you can get legal help.

The Complaint, filed in the Court of Common Pleas of Erie County at Docket No. 13662-2012 alleges that: the Defendant, James L. Anderson, is indebted to the Plaintiff, Erie Federal Credit Union, as a result of non-payment of account.

The Court has ordered that Notice of this action may be given by publication so that the claims of the Plaintiff may be adjudicated. The Complaint requests the Court to enter judgment against the Defendant, James L. Anderson, in the amount of \$79,983.52 plus interest thereon until paid in full plus the costs of this action.

Michael S. Jan Janin, Esquire
 Pa. I.D. No. 38880
 The Quinn Law Firm
 2222 West Grandview Boulevard
 Erie, PA 16506
 (814) 833-2222

Jun. 14

LEGAL NOTICE
 ATTENTION: DAIMARIEO GRIFFIN
 INVOLUNTARY TERMINATION OF PARENTAL RIGHTS
 IN THE MATTER OF THE ADOPTION OF MINOR MALE CHILD (B.B.C. A/K/A J.R.)
 DOB: 07/22/2012
 25 IN ADOPTION 2013

If you could be the parent of the above mentioned child, at the instance of Erie County Office of Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Judge Daniel J. Brabender, Jr., Court Room No. 220-F, City of

Erie on August 29, 2013, at 9:30 a.m. and there show cause, if any you have, why your parental rights to the above child should not be terminated, in accordance with a Petition and Order of Court filed by the Erie County Office of Children and Youth. A copy of these documents can be obtained by contacting the Erie County Office of Children and Youth at (814) 451-7740.

Your presence is required at the Hearing. If you do not appear at this Hearing, the Court may decide that you are not interested in retaining your rights to your children and your failure to appear may affect the Court's decision on whether to end your rights to your child. You are warned that even if you fail to appear at the scheduled Hearing, the Hearing will go on without you and your rights to your child may be ended by the Court without your being present.

You have a right to be represented at the Hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer, or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Family/Orphan's
Court Administrator
Room 204 - 205
Erie County Court House
Erie, Pennsylvania 16501
(814) 451-6251

NOTICE REQUIRED BY ACT 101 OF 2010: 23 Pa. C.S §§2731-2742. This is to inform you of an important option that may be available to you under Pennsylvania law. Act 101 of 2010 allows for an enforceable voluntary agreement for continuing contact or communication following an adoption between an adoptive parent, a child, a birth parent and/ or a birth relative of the child, if all parties agree and the voluntary agreement is approved by the court. The agreement must be signed and approved by the court to be legally binding. If you are interested in learning more about this option for a voluntary agreement, contact the Office of Children and Youth

at (814) 451-7726, or contact your adoption attorney, if you have one.

Jun. 14

LEGAL NOTICE

MARSHAL'S SALE: By virtue of a Writ of Execution issued out of the United States District Court for the Western District of Pennsylvania and to me directed, I shall expose to public sale the real property located at 550 Lakeside Drive, Lake City, PA 16423 being more fully described at Erie County Deed Book Volume 917, Page 41.

SAID SALE to be held at the **ERIE COUNTY COURTHOUSE, ROOM 209, 140 WEST SIXTH STREET, ERIE, PA 16501** at **10:00 a.m.** prevailing, standard time, on **JUNE 26, 2013.**

All that certain tract of land, together with the buildings, and improvements erected thereon described as Tax Index No. (28) 2-2-8.06 recorded in Erie County, Pennsylvania. Seized and taken in execution as the property of Stephanie A. Overholts, at the suit of the United States of America, acting through the Under Secretary of Rural Development, on behalf of Rural Housing Service, United States Department of Agriculture, to be sold on Writ of Execution as Civil Action No. 1:13-CV-00010.

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. Marshal's costs, fees and commissions are to be borne by seller. Steve Frank, United States Marshal. For additional information, please contact Dan Varland at 314-457-5489 or the USDA foreclosure website at www.resales.usda.gov.

May 31 and Jun. 7, 14, 21

LEGAL NOTICE

MARSHAL'S SALE: By virtue of a Writ of Execution issued out of the United States District Court for the Western District of Pennsylvania and to me directed, I shall expose to public sale the real property located at 978 Juniper Drive, Girard, PA 16417 being more fully described at Erie County Record Book 249, Page 1055.

SAID SALE to be held at the **ERIE COUNTY COURTHOUSE, ROOM 209, 140 WEST SIXTH STREET, ERIE, PA 16501** at **10:00 a.m.** prevailing, standard time, on **JUNE 26, 2013.**

All that certain tract of land, together with the buildings, and improvements erected thereon described as Tax Map No. 23004038100500 recorded in Erie County, Pennsylvania. Seized and taken in execution as the property of Roberta L. Young 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 No. 1:12-CV-00263. **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. Marshal's costs, fees and commissions are to be borne by seller. Steve Frank, United States Marshal. For additional information, please contact Dan Varland at 314-457-5489 or the USDA foreclosure website at www.resales.usda.gov.

May 31 and Jun. 7, 14, 21

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. 1:12-cv-00274, I shall expose to public sale the real property of Darlene Cloughessy a/k/a Darlene Noble known as 1037 Maple Avenue, Lake City, PA 16423, being fully described in the Deed dated August 31, 1993 and recorded August 10, 1994 in Erie County Deed Book Volume 349, Page 297.

TIME AND LOCATION OF SALE: Wednesday, June 26, 2013 at 10:00 A.M. at the Erie County Courthouse, Courtroom 209, 140 West Sixth Street, Erie, PA 16501.

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. Marshals 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 Marshals 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 or contact Mr. Daniel Varland at 314-457-5489.

May 24, 31 and Jun. 7, 14

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. 1:12-cv-00321, I shall expose to public sale the real property of Thomas E. Eckbloom and Susan M. Eckbloom known as 267 Edge Park Drive, Lake City, PA 16423, being fully described in the Deed dated August 27, 1991 and recorded August 27, 1991 in Erie County Deed Book Volume 0174, Page 0681.

TIME AND LOCATION OF SALE: Wednesday, June 26, 2013 at 10:00 A.M. at the Erie County Courthouse, Courtroom 209, 140 West Sixth Street, Erie, PA 16501.

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 or contact Ms. Cathy Diederich at 314-457-5514.

May 24, 31 and Jun. 7, 14

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

**JUNE 21, 2013
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

May 31 and June 7, 14

SALE NO. 1

Ex. #12549 of 2012
PNC Bank, N.A., Plaintiff
v.

BRIAN C. GORSKI,
Defendant(s)

**SHORT DESCRIPTION FOR
ADVERTISING**

ALL THAT CERTAIN LOT OF LAND SITUATE IN TOWNSHIP OF MCKEAN, ERIE COUNTY, PENNSYLVANIA:

BEING KNOWN AS 6415 Gorski Road, Fairview, PA 16415

PARCEL NUMBER: (31)1-20.1

IMPROVEMENTS: Residential Property

Udren Law Offices, P.C.

Harry B. Reese, Esquire

PA ID 310501

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

May 31 and June 7, 14

SALE NO. 2

Ex. #10059 of 2011
Select Portfolio Servicing, Inc.,
Plaintiff
v.

Michael Keys
Darlene Milsap-Keys,
Defendant(s)

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the City of Erie, County of Erie, and the State of Pennsylvania, being more particularly bounded and described as follows, to wit: BEING Lot Number ten (10) of the replot of part of block "F" of the William Spencer Farm Subdivision, as recorded in Erie County Map Book 6 at Page 14, together with the north ten (10) feet of Lot Number Two (2) and also the north ten (10) feet of the east thirty-three (33) feet of Lot Number Three (3) of the replot of part of Erie County Map Book 4 at Page 437, together with a piece of land one (1) foot by fifteen and eighty-seven hundredths (15.87) feet taken from the southeast corner of Lot Number Nine (9) and more particularly described as follows: BEGINNING at a point in the southeast corner of said Lot Number Nine (9); Thence westwardly along the south line of said Lot Number Nine (9), one (1) feet to a point; thence northwardly and parallel with the west line of said Lot Number Nine (9) fifteen and eighty-seven hundredths (15.87) feet to a point; Thence eastwardly and parallel with the south line of said Lot Number Nine (9), one (1) foot to a point in the corner of said lot; Thence southwardly along the east line of said lot, fifteen and eighty-seven hundredths (15.87) feet to the place of beginning. Having erected thereon a one story stone and frame dwelling and being commonly known as 3612 Reed Street, Erie, Pennsylvania and bearing Erie County Tax Index No.: (18) 5375-202.

"AS DESCRIBED IN MORTGAGE BOOK 914 PAGE 279"
BEING KNOWN AS: 3612 Reed Street, Erie, PA 16504

PROPERTY ID NO.: (18) 5375-202
TITLE TO SAID PREMISES IS VESTED IN Darlene Milsap Keys and Michael Keys, wife and husband, as tenants with the right of survivorship by Deed from George J. Dowd and Shirleen G. Dowd, husband and wife dated 08/23/02 recorded 08/26/02 in Deed Book 914 Page 275.

Udren Law Offices, P.C.
Harry B. Reese, Esquire
PA ID 310501

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

May 31 and June 7, 14

SALE NO. 3

Ex. #10427 of 2013
NORTHWEST SAVINGS
BANK, Plaintiff,
v.

NANCY J. ROGERS n/k/a,
NANCY J. HUDACKY,
Defendant

SHERIFF'S SALE

By virtue of a Writ of Execution filed at No. 2013-10427, Northwest Savings Bank vs. Nancy J. Rogers n/k/a Nancy J. Hudacky, owner of property situate in the Township of Harborcreek, Erie County, Pennsylvania being: 3734 Station Road, Erie, Pennsylvania.

Approx. .2932 acres
Assessment Map Number: (27) 56-168-11
Assessed Value Figure: \$127,760.00
Improvement Thereon: Residence
Kurt L. Sundberg, Esq.
Marsh Spaeder Baur Spaeder & Schaa, LLP
Suite 300, 300 State Street
Erie, Pennsylvania 16507
(814) 456-5301

May 31 and June 7, 14

SALE NO. 4

Ex. #13165 of 2011
DEERFIELD FARMS
SERVICE, INC.
v.

HAROLD S. WISER and

**HAROLD V. WISER, deceased
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13165-2011, DEERFIELD FARMS SERVICE, INC., vs. HAROLD S. WISER and HAROLD V. WISER, deceased, owners of property situated in Fairview and Girard Townships, Erie County, Pennsylvania, being further identified as follows:
9037 Ridge Road, Girard, PA
Tax Index Number (24) 12-36-6
\$182,600.00

Single family home, detached garage, barn and many outbuildings
3361 Blair Road, Fairview, PA
Tax Index Number (21) 67-102-14.01
\$ 133,100.00

Single family home and storage shed
3401 Blair Road, Fairview, PA
Tax Index Number (21) 67-192-14.02
\$160,800.00

Single family home and detached garage
Blair Road vacant lots
Tax Index Number (21) 67-102-14.0
\$171,500.00

Numerous pole barns, steel grain bins and outbuildings
and Tax Index Number (21) 67-103-2
\$100,300.00

Vacant parcel
Maple Drive vacant lot
Tax Index Number (21) 67-102-15
\$161,700.00

vacant parcel
Said property being more fully described in a Deed to Harold V. Wiser from Harold V. Wiser dated January 17, 2011 and recorded January 28, 2011 in Erie County Recorder of Deeds Instrument Number 2011-002415.

40.37 acres N/S Crane Road Tax Index Number (13) 4-8-13
\$86,300.00
Vacant parcel

Said property being more fully described in a Deed to Harold V. Wiser and Harold S. Wiser, as joint tenants with right of survivorship, from Cheryl A. Esposito and Victor Esposito, wife and husband, dated October 9, 2008 and recorded October 16, 2008 in Erie County Record Book 1526 Page 525.
53.99 acres N/S Crane Road

Tax Index Number (13) 4-8-13.04
\$70,200.00
Vacant parcel
27.52 acres N/S Crane Road
Tax Index Number (13) 6-16-7.11
\$42,700.00
Vacant parcel
10 acres Crane Road
Tax Index Number (13) 8-19-2.01
and \$33,900.00
Vacant parcel
20 acres S/S Crane Road
Tax Index Number (13) 8-19-2.03
\$35,700.00
Vacant parcel
Said Properties being more fully described in a Deed to Harold V. Wiser and Harold S. Wiser, as joint tenants with right of survivorship, from Alan P. Sabol and Wilma G. Sabol, dated October 10, 2008 and recorded October 16, 2008 in Erie County Record Book 1526 Page 531.
David J. Rhodes, Esq.
PA I.D. No. 82113
Elderkin Law Firm
150 East 8th Street
Erie, PA 16501
(814) 456-4000
Attorney for Plaintiff

May 31 and June 7, 14

**SALE NO. 5
Ex. #12849 of 2011
NORTHWEST SAVINGS
BANK, Plaintiff
v.
ALLEN C. CUNNINGHAM,
Defendant
SHORT DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in the Borough of North East, County of Erie, and Commonwealth of Pennsylvania located at 124 East Main Street, North East, Pennsylvania 16428 and identified as Erie County Tax Index No. (36) 3-12-23.
HAVING ERECTED THEREON a two-unit residential property with detached garage.
Susan Fuhrer Reiter
Pa Supreme Court ID No. 43581
MacDonald, Illig, Jones & Britton LLP
100 State Street, Suite 700
Erie, Pennsylvania 16507-1459
(814) 870-7760

Attorneys for Plaintiff
May 31 and June 7, 14

**SALE NO. 7
Ex. #13477 of 2011
U.S. Bank National Association,
as Trustee for Structured
Asset Investment Loan Trust,
Mortgage Pass-Through
Certificates, Series 2003-BC10,
Plaintiff,
v.
Darryle Murray and Amber
Duryee, Defendants
REAL PROPERTY SHORT
DESCRIPTION FORM**

TO THE SHERIFF OF ERIE COUNTY:
PROPERTY OF: Darryle Murray and Amber Duryee
EXECUTION NO: 13477-11
JUDGMENT AMT: \$130,539.78
ALL the right, title, interest and claim of: Darryle Murray and Amber Duryee
Of in and to:
ADDRESS: 2290 Gillette Street, Mill Village, PA 16427
MUNICIPALITY: Mill Village Borough
All that certain piece or parcel of land situate in the Borough of Mill Village, County of Erie and Commonwealth of Pennsylvania
Tax ID: 34-006-013.0-019.00
Commonly known as 2290 Gillette Street, Mill Village, PA 16427
Parker McCay P.A.
Chandra M. Arkema, Esquire
Attorney ID# 203437
9000 Midlantic Drive, Suite 300
Mount Laurel, NJ 08054
(856) 810-5815

May 31 and June 7, 14

**SALE NO. 8
Ex. #14094 of 2012
CitiFinancial Services, Inc.,
a Pennsylvania Corporation,
Plaintiff
v.
Leeland P. Snedden and
Mitham A. Kadum
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 14094-2012 CitiFinancial Services, Inc., a Pennsylvania Corporation, Plaintiff vs. Leeland P. Snedden and Mitham A. Kadum,

owner of property situated in Fifth Ward City of Erie, Erie County, Pennsylvania being 3605 Burton Avenue, Erie, PA 16504
 Dimensions of parcel: 75.58 x 120
 Acreage: 0.2066
 Assessment Map number: 18-52-14-217
 Assessed Value figure: \$69,360.00
 Improvement thereon: One and Half Story Single Family Residential Dwelling
 Craig Oppenheimer, Esquire
 Attorney for Plaintiff
 Richard M. Squire & Associates, LLC
 115 West Avenue, Suite 104
 Jenkintown, PA 19046
 (215) 886-8790

May 31 and June 7, 14

SALE NO. 9

Ex. #12551 of 2012
CITIMORTGAGE, INC.,
Plaintiff

v.

AMY K. BAKER, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 12551-12 CITIMORTGAGE, INC. vs. AMY K. BAKER
 Amount Due: \$71,192.41
 AMY K. BAKER, owner(s) of property situated in MILLCREEK TOWNSHIP, Erie County, Pennsylvania being 3652 WEST 14TH STREET, ERIE, PA 16505-3544
 Dimensions: 70 X 185 (Irr.)
 Acreage: 0.2975
 Assessment Map number: 33027165001700
 Assessed Value: \$96,900.00
 Improvement thereon: Residential dwelling
 Phelan Hallinan, LLP
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000

May 31 and June 7, 14

SALE NO. 10

Ex. #11670 of 2011
CITIMORTGAGE, INC.,
Plaintiff

v.

BERNARD P. FARBO
AKA BERNARD FARBO,

Defendant(s)

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 2011-11670 CITIMORTGAGE, INC. vs. BERNARD P. FARBO
 Amount Due: \$99,934.70
 BERNARD P. FARBO AKA BERNARD FARBO, owner(s) of property situated in TOWNSHIP OF MILLCREEK, County of Erie, Commonwealth of Pennsylvania being 3251 WEST 13TH STREET, ERIE, PA 16505-3723
 Dimensions: 50 X 343
 Acreage: 0.3937
 Assessment Map number: 33035074100600

Assessed Value: \$106,390.00
 Improvement thereon: Residential dwelling
 Phelan Hallinan, LLP
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000

May 31 and June 7, 14

SALE NO. 11

Ex. #12399 of 2012
PHH MORTGAGE
CORPORATION F/K/A
CENDANT MORTGAGE
CORPORATION, Plaintiff

v.

DEREK E. GATES, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 12399-12
 PHH MORTGAGE CORPORATION F/K/A CENDANT MORTGAGE CORPORATION vs. DEREK E. GATES
 Amount Due: \$98,577.73
 DEREK E. GATES, owner(s) of property situated in City of Erie, Erie County, Pennsylvania being 1338 WEST 30TH STREET, ERIE, PA 16508-1412
 Dimensions: 40x95
 Acreage: 0.0872

Assessment Map number: 19062023042300
 Assessed Value: \$83,670.00
 Improvement thereon: Residential dwelling
 Phelan Hallinan, LLP
 One Penn Center at Suburban

Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000
 May 31 and June 7, 14

SALE NO. 12

Ex. #13755 of 2011
WELLS FARGO BANK, N.A.
Plaintiff

v.

ALICE J. HANNOLD,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 13755-2011 WELLS FARGO BANK, N.A. vs. ALICE J. HANNOLD
 Amount Due: \$5,488.38

ALICE J. HANNOLD, owner(s) of property situated in the CITY OF ERIE, Erie County, Pennsylvania being 1020-1022 WALLACE STREET, ERIE, PA 16503-1224.
 Dimensions: 35 X 80
 Acreage: 0.0643

Assessment Map number: 15-020-022.0-201.00
 Assessed Value: \$41,200.00
 Improvement thereon: Residential Phelan Hallinan, LLP
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000

May 31 and June 7, 14

SALE NO. 15

Ex. #12524 of 2012
JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION,
SUCCESSOR BY MERGER
TO CHASE HOME FINANCE,
LLC, Plaintiff

v.

MARK LOBAUGH, A/K/A
MARK STEPHEN LOBAUGH
and LISA LOBAUGH, A/K/A
LISA ANN LOBAUGH,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 12524-12
 JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO CHASE HOME FINANCE, LLC vs. MARK LOBAUGH A/K/A



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MARK STEPHEN LOBAUGH and LISA LOBAUGH A/K/A LISA ANN LOBAUGH
 Amount Due: \$126,662.69
 MARK LOBAUGH A/K/A MARK STEPHEN LOBAUGH and LISA LOBAUGH A/K/A LISA ANN LOBAUGH, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 629 VERMONT AVENUE, ERIE, PA 16505-5019
 Dimensions: 54 X 103
 Acreage: 0.1277
 Assessment Map number: 17041018021700
 Assessed Value: \$119,220.00
 Improvement thereon: Residential dwelling
 Phelan Hallinan, LLP
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814
 (215) 563-7000
 May 31 and June 7, 14

SALE NO. 16

Ex. # 10014 of 2013
WELLS FARGO BANK, NA,
Plaintiff
 v.
CHRISTIE P. LOESLEIN,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10014-13
 WELLS FARGO BANK, NA vs. CHRISTIE P. LOESLEIN
 Amount Due: \$88,407.36
 CHRISTIE P. LOESLEIN, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 1339 WEST 10TH STREET, ERIE, PA 16502-1026
 Dimensions: 34 x 165
 Acreage: 0.1288
 Assessment Map number: 16030060011800
 Assessed Value: 92,460
 Improvement thereon: Residential
 Phelan Hallinan, LLP
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814
 (215) 563-7000
 May 31 and June 7, 14

SALE NO. 17
Ex. #13634 of 2012
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.
WILLIAM SETH MOSS,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 13634-2012
 BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP F/K/A COUNTRYWIDE HOME LOANS SERVICING, LP vs. WILLIAM SETH MOSS
 Amount Due: \$74,819.93
 WILLIAM SETH MOSS, owner(s) of property situated in UNION TOWNSHIP, Erie County, Pennsylvania being 17490 ONEIL ROAD, UNION CITY, PA 16438-7910
 Acreage: 5.000
 Assessment Map number: 43014043001001
 Assessed Value: \$66,700.00
 Improvement thereon: Residential dwelling
 Phelan Hallinan, LLP
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814
 (215) 563-7000
 May 31 and June 7, 14

SALE NO. 18

Ex. #14139 of 2012
METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, NA., Plaintiff
 v.
STEPHEN D. PENALVERT WENDI D. PENALVERT A/K/A WENDI SADOWSKI PENALVERT, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 14139-2012
 METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A. vs. STEPHEN D. PENALVERT and WENDI D.

PENALVERT A/K/A WENDI SADOWSKI PENALVERT
 Amount Due: \$88,975.18
 STEPHEN D. PENALVERT and WENDI D. PENALVERT A/K/A WENDI SADOWSKI PENALVERT, owner(s) of property situated in MILLCREEK TOWNSHIP, Erie County, Pennsylvania being 2624 WEST 24TH STREET, ERIE PA 16506-3004
 Dimensions: 40 X 135.14
 Acreage: 0.1241
 Assessment Map number: 33051198001300
 Assessed Value: \$84,640.00
 Improvement thereon: Residential
 Phelan Hallinan, LLP
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814
 (215) 563-7000
 May 31 and June 7, 14

SALE NO. 21

Ex. #13231 of 2012
BANK OF AMERICA, N.A.
Plaintiff
 v.
NIKKI M. SEELEY,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 13231-12
 BANK OF AMERICA, N.A. vs. NIKKI M. SEELEY
 Amount Due: \$105,113.78
 NIKKI M. SEELEY, owner(s) of property situated in the TOWNSHIP OF NORTH EAST, Erie County, Pennsylvania being 11065 SOUTH SHORE AVENUE, NORTH EAST, PA 16428-1960
 Dimensions: 100 x 150
 Acreage: 0.3444
 Assessment Map number: 37004048000400
 Assessed Value: \$122,330.00
 Improvement thereon: Residential
 Phelan Hallinan, LLP
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814
 (215) 563-7000
 May 31 and June 7, 14

SALE NO. 22
Ex. #12701 of 2012
CITIMORTGAGE, INC. D/B/A
CITICORP MORTGAGE

v.
CYNTHIA ANN ANDERSON
JAMES H. ANDERSON

ADVERTISING DESCRIPTION

ALL THAT CERTAIN piece or parcel of land lying and being situate in the Township of Girard, County of Erie and State of Pennsylvania. BEING KNOWN AS: 3481 N. CREEK ROAD, GIRARD, PA 16417
PARCEL #24-6-33-3 AND 24-6-31-4
Improvements: Residential Dwelling.

Richard J. Nalbandian, Esquire
Id. No. 312653

Attorneys for Plaintiff
1310 Industrial Boulevard
2nd Floor, Suite 201
Southampton, PA 18966
(215) 942-2090

May 31 and June 7, 14

SALE NO. 23
Ex. #13092 of 2012
CITIMORTGAGE, INC.

v.
ERIN K. CALLAHAN

ADVERTISING DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania. BEING KNOWN AS: 709 CHERRY STREET, ERIE, PA 16502

PARCEL # 17-4016-134
Improvements: Residential Dwelling.

Richard J. Nalbandian, Esquire
Id. No. 312653

Attorneys for Plaintiff
1310 Industrial Boulevard
2nd Floor, Suite 201
Southampton, PA 18966
(215) 942-2090

May 31 and June 7, 14

SALE NO. 24
Ex. #12829 of 2009
RBS CITIZENS N.A., F/K/A
CITIZENS BANK, N.A., S/B/M
CCO MORTGAGE CORP.

v.
Donna Damon

ADVERTISING DESCRIPTION

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

BEING KNOWN AS: 1006 Plum Street, Erie, PA 16502
PARCEL #16-3046-207

Improvements: Residential Dwelling.

Gregory Javardian, Esquire
Id. No. 55669

Attorneys for Plaintiff
1310 Industrial Boulevard
2nd Floor, Suite 201
Southampton, PA 18966
(215) 942-2090

May 31 and June 7, 14

SALE NO. 25
Ex. #12817 of 2012
CITIMORTGAGE, INC.

v.
DENNIS E. HENRY

ADVERTISING DESCRIPTION

ALL THAT CERTAIN tract, parcel or piece of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania. BEING KNOWN AS: 20 EAST 24TH STREET, ERIE, PA 16503

PARCEL # 18-5002-118
Improvements: Residential Dwelling.

Richard J. Nalbandian, Esquire
Id. No. 312653

Attorneys for Plaintiff
1310 Industrial Boulevard
2nd Floor, Suite 201
Southampton, PA 18966
(215) 942-2090

May 31 and June 7, 14

SALE NO. 26
Ex. #13329 of 2012
CITIMORTGAGE, INC.

v.
CAROLINE P. PALMER

ADVERTISING DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Fairview now known as the Township of Fairview, County of Erie, State of Pennsylvania. BEING KNOWN AS: 3457 LAKEVIEW AVENUE, FAIRVIEW, PA 16415

PARCEL # 21-76-4-49
Improvements: Residential

Dwelling.
Richard J. Nalbandian, Esquire
Id. No. 312653

Attorneys for Plaintiff
1310 Industrial Boulevard
2nd Floor, Suite 201
Southampton, PA 18966
(215) 942-2090

May 31 and June 7, 14

SALE NO. 27
Ex. #12575 of 2012

BANK OF AMERICA, N.A.
S/B/M BAC HOME LOANS
SERVICING L.P. F/K/A
COUNTRY WIDE HOME
LOANS SERVICING, L.P.

v.
BETH A. PARKS

ADVERTISING DESCRIPTION

ALL THAT CERTAIN or parcel of land situate in the Township of Girard, County of Erie and Commonwealth of Pennsylvania. BEING KNOWN AS: 9045 STATE ROAD, CRANESVILLE, PA 16410

PARCEL # 24-22-102-1.01
Improvements: Residential Dwelling.

Richard J. Nalbandian, Esquire
Id. No. 312653

Attorneys for Plaintiff
1310 Industrial Boulevard
2nd Floor, Suite 201
Southampton, PA 18966
(215) 942-2090

May 31 and June 7, 14

SALE NO. 28
Ex. #11668 of 2012

Deutsche Bank National Trust
Company, as Trustee under
Pooling And Servicing Agreement
Dated as of January 1, 2006
Morgan Stanley Abs Capital I
INC. TRUST 2006-NC1, by its
attorney in fact, Ocwen Loan
Servicing LLC.

v.
Teresa I. Albano and Vincent
J. Albano and United States
of America, Dept of Treasury
Internal Revenue Service

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania, and being further described as

follows:

ALL THAT CERTAIN or parcel bounded and described as Lots 22, 23 and 24 in Block "S" of the Bayview Subdivision of Tracts 34 and 62 as further shown in Map Book 1, pages 272 and 273

BEING the same premises which Vincent J. Albano, Joined by Teresa I. Albano, his wife by General Warranty Deed dated September 26, 2005 and recorded on November 22, 2005 in the office of the recorder of deeds in and for Erie County at book 1289 page 463 granted and conveyed unto Vincent J. Albano and Teresa L. Albano, his wife, as tenants by the entireties with the right of survivorship in the survivor thereof.

PROPERTY ADDRESS: 1285 East 37th Street, Erie, PA 16504
PARCEL # (18) 5214-106

Kevin P. Diskin, Esquire
Stern & Eisenberg, PC
The Pavilion

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

May 31 and June 7, 14

SALE NO. 29

Ex. #13109 of 2012

**JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION,
Plaintiff,**

v.

**REBECCA WINDSOR,
Defendant**

LONG FORM DESCRIPTION

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

BEGINNING at a point in the centerline of State Route 99 said point being 560 feet more or less from the intersection of the centerline of State Route 99 said point being 560 feet more or less from the intersection of the centerline of State Route 99 [sic] with the dividing line between Erie and Crawford Counties, said point being the place of beginning. Thence along the centerline of State Route 99 North 22° 0' West,

227.18 feet to a point in the North line of the property hereinabove conveyed. Thence North 86° 0' East, 281.66 feet to a point; thence South 60° 34' 10" East, 163.41 feet to a point; thence South 72° 25' 50" West, 225.07 feet to a point in the centerline of State Route 99 being the place of beginning.

Being a 1.11 acre parcel of land as shown by plot of Survey part of the land of M. Sidney Kuhn dated May 9, 1979, as prepared by Henry T. Welka, Registered Surveyor and recorded in the Office of the Erie County Recorder of Deeds on June 15, 1979, as Erie County Map Book 19, Page 97.

ALSO, all that certain parcel of land located in Washington Township, Erie County, Pennsylvania, said parcel being further described as follows:

COMMENCING at the center of SR 0099 (Cambridge Springs Road) and T-877 (Florick Road);

Thence along the center of SR 0099 N 21° 59' 59" W, 785.48' to a point; Thence N 72° 25' 54" E and passing through a 5/8" iron rebar 25.07' from the road center 225.07' to an iron survey marker, the POINT OF BEGINNING;

Thence N 06° 34' 10" W, 163.41' to an iron survey marker;

Thence N 86° 00' 00" E, 153.98' to a 5/8" iron rebar;

Thence S 11° 00' 00" E, 99.47' to a 5/8" iron rebar;

Thence S 89° 52' 04" W, 79.49' to a point;

Thence S 44° 40' 21" W, 105.82' to an iron survey marker, the POINT OF BEGINNING.

Said parcel containing approximately 0.41 acres.

The above described premises is further identified by Erie County Tax Index Number (45) 30-70-7.01. Being the same property from which William E. Kuhn and Donald A. Kuhn, as tenants in partnership and doing business as Sid Kuhn and Sons, by Deed dated November 24, 2010 and recorded in the Office of the Recorder of Deeds of Erie County on November 29, 2010 at Instrument Number 2010-029786, granted and conveyed unto Rebecca

Windsor.

Parcel No. 45-30-70-7.01
Grenen & Birsic, P.C.
Kristine M. Anthon, Esquire
Attorneys for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

May 31 and June 7, 14

SALE NO. 30

Ex. #10426 of 2013

**NORTHWEST SAVINGS
BANK, Plaintiff**

v.

**BRENDA L. MALMGREN,
Defendant**

SHERIFF'S SALE

By virtue of a Writ of Execution filed at No. 2013-10426, Northwest Savings Bank vs. Brenda L. Malmgren, owner of property situate in the Township of Harborcreek, Erie County, Pennsylvania being: 3417 Greenlawn Avenue, Erie, Pennsylvania.

Approx. .5103 acres
Assessment Map Number:
(27) 56-190-1.01

Assessed Value Figure: \$90,600.00
Improvement Thereon: Residence
Kurt L. Sundberg, Esq.
Marsh Spaeder Baur Spaeder
& SchAAF, LLP
Suite 300, 300 State Street
Erie, Pennsylvania 16507
(814) 456-5301

May 31 and June 7, 14

SALE NO. 31

Ex. #10416 of 2012

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

v.

**JENNIFER J. MILES,
Defendants**

SHERIFF'S SALE

By virtue of a Writ of Execution No. 10416-12 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. JENNIFER J. MILES, Defendants Real Estate: 509 SOUTH CENTER STREET, CORRY, PA 16407 Municipality: 4th Ward, City of

Corry, Erie County, Pennsylvania
See Deed Book 1081, Page 1846
Tax I.D. (8) 38-159-3
Assessment: \$ 3,800. (Land)
\$28,920. (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

May 31 and June 7, 14

SALE NO. 32

Ex. #10473 of 2011
U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff
v.
MARVIN MURRY A/K/A MARVIN LEWIS-MURRY, Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution No. 10473-11 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. MARVIN MURRY A/K/A MARVIN LEWIS-MURRY, Defendants
Real Estate: 1234 EAST 20TH STREET, ERIE, PA 18503
Municipality: City of Erie, Erie County, Pennsylvania
See Deed Book 0337, Page 0104
Tax I.D. (15) 2106-227
Assessment: \$ 5,900. (Land)
\$10,120. (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

May 31 and June 7, 14

SALE NO. 33

Ex. #13244 of 2012
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff
v.

KELLE LYNN ANN VERBONACH AND JOHN R. VERBONACH, Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution No. 13244-12 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. KELLE LYNN ANN VERBONACH AND JOHN R. VERBONACH, Defendants
Real Estate: 6661 RICHARDSON ROAD, FAIRVIEW, PA 16415
Municipality: Fairview Township, Erie County, Pennsylvania
See Instrument No. 2011-28250
Tax ID. (21) 22-11-11
Assessment: \$ 38,400. (Land)
\$141,350. (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

May 31 and June 7, 14

SALE NO. 34

Ex. #1009-2013
Wells Fargo Bank, N.A., as Trustee for MASTR Asset Backed Securities Trust 2005-OPT1, Mortgage Pass-Through Certificates, Series 2005-OPT1, Plaintiff
v.
Timothy J. Carlson and Michelle L. Carlson, Defendant
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 1009-2013 Wells Fargo Bank, N.A., as Trustee for MASTR Asset Backed Securities Trust 2005-OPT1, Mortgage Pass-Through Certificates, Series 2005-OPT1 vs. Timothy J. Carlson and Michelle L. Carlson, owner(s) of property situated in Township of Millcreek Erie County, Pennsylvania being 3318 West 11th Street, Erie, PA 16505
.1072 acres
Assessment Map number: 33028072003900
Assessed Value figure: \$93,830.00
Improvement thereon: a residential dwelling

Leonard J. Mucci, III, Esquire
Shapiro & DeNardo, LLC
Attorney for Movant/Applicant
3600 Horizon Drive, Suite 150
King of Prussia, PA 19406
(610) 278-6800
May 31 and June 7, 14

SALE NO. 35

Ex. #11282 of 2012
U.S. Bank National Association, (Trustee for the Pennsylvania Housing Finance Agency, pursuant to a Trust Indenture dated as of April 1, 1982), Plaintiff,
v.
Christopher B. Dombrowski and Lura J. Dombrowski, Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 11282-12, U.S. Bank National Association, et al vs. Christopher B. Dombrowski and Lura J. Dombrowski, owner(s) of property situated in Township of Millcreek, Erie County, Pennsylvania being 3860 West 12th Street, Erie, PA 16505.
Dimensions: 1,098 Square Feet
0.1657 Acres
Assessment Map Number: (33) 27-90-6
Assess Value figure: \$81,590.00
Improvement thereon: Dwelling
Lois M. Vitti, Esquire
Attorney for Plaintiff
215 Fourth Avenue
Pittsburgh, PA 15222
(412) 281-1725

May 31 and June 7, 14

SALE NO. 36

Ex. #10184 of 2013
BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, F/K/A COUNTRYWIDE HOME LOANS SERVICING, LP, Plaintiff
v.
LOIS A. NELSON RANDOLPH S. NELSON, Defendant(s)
DESCRIPTION

The Land Referred To Herein Below Is Situated In The County Of Erie, State Of Pennsylvania, And Is

Described As Follows:

All That Certain Piece Or Parcel Of Land Situate In The Township Of North East, County Of Erie And Commonwealth Of Pennsylvania, Being Part Of Tract 17, Known As Lot No. 3, Of Stetson Fields Subdivision, Recorded In Erie County Map Book 1996-325, On November 6, 1996, Being Further Described As Follows: Beginning At A Point In The New York-Pennsylvania State Line, At The Northeast Corner Of The Parcel Herein Described, Said Point Also Being The Southeast Corner Of Lot 2, Stetson Fields Subdivision And Being Located Due South Distance Of 2860.75 Feet From The Intersection Of The New York-Pennsylvania Stateline With The Centerline Of Cole Road; Thence Due South Along The New York-Pennsylvania State Line A Distance Of 360 Feet To A Point In The North Line Of Lot 4, Of Stetson Fields Subdivision; Thence Due West Along The North Line Of Aforesaid Lot 4 A Distance Of 1321.13 Feet To A Point In The East Line Of Edward W. And Hazel E. Prather Property As Described In Erie County Record Book 215, Page 2014; Thence North 00 Degrees 31 Minutes 40 Seconds East Along The East Line Of Aforesaid Prather Property A Distance Of 360m Feet To A Point In The Southwest Corner Of Lot 2, Of Stetson Fields Subdivision; Thence Due East Along The South Line Of Aforesaid Lot 2, A Distance Of 1317.87 Feet To A Point In The New York-Pennsylvania State Line And Place Of Beginning. Containing 10.905 Acres Of Land, And Bearing Erie County Index No. (37) 35-136-16. PROPERTY ADDRESS: 9678 Stateline Road, North East, PA 16428
 KML Law Group, P.C.
 Attorney for Plaintiff
 Suite 5000 - BNY Independence Center, 701 Market Street Philadelphia, PA 19106
 (215) 627-1322

May 31 and June 7, 14

SALE NO. 39

Ex. #12198 of 2012
The Huntington National Bank,
s/b/m/t Sky Bank, Plaintiff
v.
Sameer Al Adili, Defendant
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 12198-12 The Huntington National Bank, s/b/m/t Sky Bank, vs. Sameer Al Adili, owner(s) of property situated in City of Erie, Erie County, Pennsylvania being 935 EAST 38TH STREET, ERIE, PA 16504
 Acreage: 0.1086; square foot: 1116; dimensions: 935 E 38 ST 43.33 X 110
 Assessment Map number: 18053083011900
 Assessed Value figure: \$44,750.00
 Improvement thereon: single family dwelling
 Sarah E. Ehasz, Esquire
 1400 Koppers Building
 436 Seventh Avenue
 Pittsburgh, Pennsylvania 15219
 412-434-7955

May 31 and June 7, 14

SALE NO. 40

Ex. #10547 of 2012
THE HUNTINGTON
NATIONAL BANK, Plaintiff
v.
DANIEL DECK, Defendant
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10547-12 THE HUNTINGTON NATIONAL BANK vs. DANIEL DECK, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 1137 EAST 11TH STREET, ERIE, PA 16503
 0.6495 ACREAGE;
 4428 SQ. FOOT;
 DIMENSIONS: 1137 E 11 ST 272.47 X 705 IRR
 Assessment Map number: 15020048020300
 Assessed Value figure: TOTAL VALUE: \$116,100.00; TAXABLE \$107,668.00
 Improvement thereon: ON DECK TAVERN
 SARAH E. EHASZ
 1400 KOPPERS BLDG.
 436 SEVENTH AVENUE
 PITTSBURGH, PA 15219
 412-434-7955

May 31 and June 7, 14

SALE NO. 41

Ex. #15407 of 2010
Deutsche Bank National Trust
Company, as Trustee for
Soundview Home Loan Trust
2006-WF2
v.
Monica Evans, a/k/a
Monica D. Evans
SHERIFF'S SALE

By virtue of a Writ of Execution file to No. 15407-10 Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2006-WF2 vs. Monica Evans, a/k/a Monica D. Evans, owner(s) of property situated in the City of Erie, County of Erie, Pennsylvania being 1601 Prospect Avenue, Erie, PA 16510
 1368 SF 0.1457 acres
 Assessment Map Number: 18051013010600
 Assessed Value figure: 53,550.00
 Improvement thereon: Single Family Dwelling
 Zucker, Goldberg & Ackerman, LLC
 200 Sheffield Street, Suite 101
 Mountainside, NJ 07092
 (908) 233-8500

May 31 and June 7, 14

SALE NO. 42

Ex. #11461 of 2012
Green Tree Servicing, LLC,
Plaintiff
v.

Jon C. Malliard, Jr. and Amanda
A. Ludwig, Defendant
SHORT DESCRIPTION

By virtue of a Writ of Execution filed to No. 11461-12 Green Tree Servicing, LLC v. Jon C. Malliard, Jr. and Amanda A. Ludwig, owners of property situated in the Township of Greene, Erie County, Pennsylvania being 11245 May Road, Wattsburg, Pennsylvania 16442.
 Tax I.D. No. 25-018-050.0-005.01
 Assessment: \$ 80,313.91
 Improvements: Residential Dwelling
 McCabe, Weisberg and Conway, P.C.
 123 South Broad Street, Suite 1400 Philadelphia, PA 19109

May 31 and June 7, 14

ESTATE NOTICES

Notice is hereby given that in the estates of the decedents set forth below the Register of Wills has granted letters, testamentary or of administration, to the persons named. All persons having claims or demands against said estates are requested to make known the same and all persons indebted to said estates are requested to make payment without delay to the executors or their attorneys named below.

FIRST PUBLICATION**ABBOTT, FREDERICK W., SR.,
a/k/a FRED W. ABBOTT, SR.,
deceased**

Late of the City of Erie, County of Erie, State of Pennsylvania
Executor: Frederick W. Abbott, 4841 Pearce Street, Unit A, Huntington Beach, CA 92649
Attorney: Grant M. Yochim, Esq., 24 Main St. E., PO Box 87, Girard, PA 16417

**CHAMBERS, EDNA M.,
deceased**

Late of Harborcreek Township, Erie County, Pennsylvania
Co-Executors: Stewart B. Chambers, Jr. and Terry J. Chambers, c/o Robert J. Jeffery, Esq., 33 East Main Street, North East, Pennsylvania 16428
Attorneys: Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania 16428

**GHAMO, ROMEO J., a/k/a
ROMEO JOSEPH GHAMO,
deceased**

Late of the City of Erie, Erie County, Pennsylvania
Executrix: Sandra L. Taccone
Attorney: James J. Bruno, Esq., 3820 Liberty Street, Erie, Pennsylvania 16509

**HIMROD, WILLIAM R.,
deceased**

Late of Waterford, Erie County, PA
Administrators: Sandra H. Graham and William R. Himrod, c/o Mary Alfieri Richmond, Esquire, 900 State Street, Suite 215, Erie, PA 16501
Attorney: Mary Alfieri Richmond, Esquire, 900 State Street, Suite 215, Erie, PA 16501

**HINTZ, MARY LOU,
deceased**

Late of the City of Erie, Erie County, Pennsylvania
Executor: Charles Lee Hintz and Leroy M. Hintz, c/o McCarthy, Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507
Attorney: Joseph P. Martone, Esquire, McCarthy, Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507

**HIRSCH, DAVID N.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executor: Carolyn R. Schroeter, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506
Attorney: Valerie H. Kuntz, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**KLING, DAVID P., a/k/a
DAVID KLING,
deceased**

Late of Millcreek Township, Erie County, Commonwealth of Pennsylvania
Executor: Kimberly Litz, c/o P. Bowman Root IV, Esq., 120 West Tenth Street, Erie, PA 16501
Attorney: P. Bowman Root IV, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**KRILL, MARGARET IRMA,
deceased**

Late of Millcreek Township, County of Erie and State of Pennsylvania
Executor: Thomas J. Krill, c/o Denis W. Krill, P.C., 309 French Street, Erie, Pennsylvania 16507
Attorney: Denis W. Krill, Esquire, 309 French Street, Erie, Pennsylvania 16507

**LACY, DAVID ROBERT, a/k/a
DAVID R. LACY, a/k/a
DAVID LACY, a/k/a
DAVE LACY,
deceased**

Late of the City of Erie, County of Erie, Pennsylvania
Administrator: Gerald E. Lacy, 567 Bonnie Brae, Erie, PA 16511
Attorney: Thomas C. Hoffman, II, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**LUKE, LEWIS J.,
deceased**

Late of the Township of North East, County of Erie, State of Pennsylvania
Executrix: Cynthia A. Luke, 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

**MAURANA, RAYMOND J.,
deceased**

Late of North East Bureau, Erie County, Pennsylvania
Executor: Cheryl Bales, c/o McCarthy, Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507
Attorney: Joseph P. Martone, Esquire, McCarthy, Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507

**MEHLER, RICHARD J.,
deceased**

Administrator: Paula Clements, 430 Sunville Road, Franklin, PA 16323
Attorney: Joseph H. Keebler, Jr., Esquire, Dale Woodard Gent Law Firm, 1030 Liberty Street, Franklin, PA 16323

**MENNECKE, DOREEN L.,
deceased**

Late of the City of Erie, County of Erie
Administratrix: Nicholas Mennecke, 120 Goodrich Street, Erie, PA 16508
Attorney: Michael J. Koehler, Esquire, Nicholas, Perot, Smith, Koehler & Wall, P.C., 2527 West 26th Street, Erie, PA 16506

**OSBORN, THORA E.,
deceased**

Late of the Township of Washington, County of Erie, State of Pennsylvania
Executor: Gerald E. Osborn, 1436 Cronin Road, Waterford, PA 16441
Attorney: Grant M. Yochim, Esq., 24 Main St. E., PO Box 87, Girard, PA 16417

**ROBERTS, ANITA R.,
deceased**

Late of Lawrence Park Township, Erie County, Pennsylvania
Administratrix: Theresa M. Holdsworth, c/o Robert J. Jeffery, Esq., 33 East Main Street, North East, Pennsylvania 16428
Attorneys: Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania 16428

**ROGERS, NORMA L., a/k/a
NORMA LOIS ROGERS
deceased**

Late of the Township of Millcreek, County of Erie, Pennsylvania
Executor: Glenn A. Rogers, c/o 6350 Meadowrue Lane, Erie, PA 16505-1027
Attorney: Scott E. Miller, Esquire, 6350 Meadowrue Lane, Erie, PA 16505-1027

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

Late of Millcreek Township, Erie County, Commonwealth of Pennsylvania
Executor: Robert G. Dwyer, 120 West Tenth Street, Erie, PA 16501
Attorney: Robert G. Dwyer, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**SCHIAVONE, MARIAN M.,
deceased**

Late of Millcreek Township
Executor: Raymond C. Reade, c/o 332 East 6th Street, Erie, PA 16507-1610
Attorney: Evan E. Adair, Esq., 332 East 6th Street, Erie, PA 16507-1610

**SHERIDAN, PEARL D.,
deceased**

Late of North East Township, Erie County, Pennsylvania
Co-Executors: Jullia A. Sheridan and Margaret M. Sheridan, c/o Edward Orton, 33 East Main Street, North East, Pennsylvania 16428
Attorneys: Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania 16428

**SMITH, ROBERT R.,
deceased**

Late of Millcreek Township
Executrix: Colleen A. Wilwohl, c/o 332 East 6th Street, Erie, PA 16507-1610
Attorney: Evan E. Adair, Esq., 332 East 6th Street, Erie, PA 16507-1610

**SOLOMONE, CECILIA K.,
deceased**

Late of the Borough of Wesleyville, Erie County, Pennsylvania
Executor: Lois DePippo, c/o McCarthy, Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507
Attorney: Joseph P. Martone, Esquire, McCarthy, Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507

**SONTAG, FLORENCE M.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executrix: Mary T. Bissell
Attorney: Thomas J. Minarcik, Esquire, Elderkin Law Firm, 150 East 8th Street, Erie, PA 16501

**SWANSON, WILLIAM K., JR.,
deceased**

Late of McKean Township
Executor: William K. Swanson, III, c/o 332 East 6th Street, Erie, PA 16507-1610
Attorney: Evan E. Adair, Esq., 332 East 6th Street, Erie, PA 16507-1610

**WELLS, EDWARD S., a/k/a
EDWARD STANLEY WELLS,
deceased**

Late of the Township of Fairview, County of Erie, State of Pennsylvania
Executrix: Doris A. Wells, 3463 Curtze Drive, Fairview, PA 16415
Attorney: Grant M. Yochim, Esq., 24 Main St. E., PO Box 87, Girard, PA 16417

**ZERO, DOLORES J., a/k/a
DOLORES ZERO,
deceased**

Late of the City of Erie, County of Erie, State of Pennsylvania
Executor: David E. Briggs, 2022 Enfield Lane, Erie, PA 16509
Attorney: James R. Steadman, Esq., 24 Main St. E., PO Box 87, Girard, PA 16417

SECOND PUBLICATION

**HIBNER, DANIEL B., a/k/a
DANIEL BARR HIBNER,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Administrator: Gordon L. Deible, c/o Eugene C. Sundberg, Jr., Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorneys: Marsh, Spaeder, Baur, Spaeder & SchAAF, LLP, Suite 300, 300 State Street, Erie, PA 16507

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

**STAGL, ANNA M.,
deceased**

Late of the Boro of Albion, County of Erie and Commonwealth of Pennsylvania
Executrix: Norma Jafko, c/o Norman A. Stark, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorney: Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Suite 300, 300 State Street, Erie, PA 16507

**TUHOLSKI, ALFRED J., a/k/a
AL TUHOLSKI, a/k/a
FRED TUHOLSKI,
deceased**

Late of the Township of Fairview, County of Erie and Commonwealth of Pennsylvania
Executrix: Mary Margaret Gloskey, c/o Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507
Attorney: Gary H. Nash, Esq., Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507

THIRD PUBLICATION

**ADDUCI, CLEMENTINA C.,
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Executor: Richard Thomas Rexford, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506
Attorney: Valerie H. Kuntz, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**BERARDUCCI, JOHN D., SR.,
deceased**

Late of the Township of Fairview, County of Erie, Commonwealth of Pennsylvania
Executrix: Cynthia L. Berarducci, c/o 900 State Street, Suite 104, Erie, PA 16501
Attorney: Sumner E. Nichols, II, Esquire, Nichols & Myers, P.C., 900 State Street, Suite 104, Erie, PA 16501

**GALLAGHER, MARY ANN,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Executor: John W. Gallagher, 5214 Deepwood Lane, Erie, PA 16505-2966
Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, PA 16507-1459

**KOWALSKI, JOANN R.,
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Administrator: Virginia Kowalski, 3314 Hazel Street, Erie, Pennsylvania 16508
Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, PA 16507-1459

**MARSH, AUDREY M.,
deceased**

Late of Waterford Boro, County of Erie, Commonwealth of Pennsylvania
Co-Executors: Faye J. Clark and Cynthia Salchak, 3216 Patio Drive, Erie, PA 16506
Attorney: None

**PELLA, CAROLA.,
deceased**

Late of Millcreek Township
Executrix: Patricia M. Pella, c/o 332 East 6th Street, Erie, PA 16507-1610
Attorney: Evan E. Adair, Esq., 332 East 6th Street, Erie, PA 16507-1610

**PURCHASE, NAOMI J., a/k/a
NAOMI L. PURCHASE,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Executors: Eric J. Purchase, 4512 Sunnydale Boulevard, Erie, PA 16509-1653 and Gregory J. Purchase, 614 Lincoln Avenue, Erie, PA 16505-5014
Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, PA 16507-1459

**RAUB, MARY E.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executrix: Martha E. Wegemer, c/o 900 State Street, Suite 104, Erie, PA 16501
Attorney: Sumner E. Nichols, II, Esquire, Nichols & Myers, P.C., 900 State Street, Suite 104, Erie, PA 16501

**SCHRENK, THOMAS J.,
deceased**

Late of the City of Erie
Executor: David Schrenk
Attorney: Joseph M. Walsh, III, Esq., Shapira, Hutzelman, Berlin, Ely, Smith and Walsh, 305 West 6th Street, Erie, PA 16507

**WEBER, THOMAS H.,
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania
Executor: Thomas A. Stewart
Attorney: John J. Shimek, III, Esq., Sterrett Mott Breski & Shimek, Esq., 1001 State Street, Suite 1400, Erie, PA 16501

**ZIMMER, THOMAS
MICHAEL, SR.,
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania
Executrix: Dora M. Zimmer
Attorney: Gery T. Nietupski, Esq., The Law Offices of Gery T. Nietupski, Esquire, LLC, 818 State Street, Erie, Pennsylvania 16501

CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

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6270 Red Pine Lane
Erie, PA 16506

CORRECTION TO E-MAIL

Last week, an incorrect email change was published for **TIMOTHY D. MCNAIR**. Attorney McNair's email has not changed and will remain ----- tmcnair@mcnairlaw.com



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