

Erie County Legal Journal

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Thorp-Patterson Construction & Management v. The Sarah A. Reed
Children's Center, et al.

Erie County Legal Journal

*Reporting Decisions of the Courts of Erie County
The Sixth Judicial District of Pennsylvania*

Managing Editor: Heidi M. Weismiller

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Erie County Bar Association Calendar of Events and Seminars

FRIDAY, JULY 11, 2014

*Equitable Distribution and QDRO Awards Using Offset
Methodology*

ECBA Live Lunch-n-Learn
Bayfront Convention Center

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

\$35 (ECBA member/non-attorney staff)

\$53 (nonmember)

\$24 (member Judges not needing CLE)

1 hour substantive



Erie County Bar
Association



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To view PBI seminars visit the events calendar on the ECBA website
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IN THE UNITED STATES BANKRUPTCY COURT FOR
THE WESTERN DISTRICT OF PENNSYLVANIA

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

JULY 2014 NOTICE

The following is a list of *July 2014, August 2014 and September 2014* motion court dates and times to be used for the scheduling of motions pursuant to *Local Rule 9013-5(a)* before **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 Judge Agresti's website at: www.pawb.uscourts.gov. ***The motions will be heard in the Erie 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.P.A.LBR 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.

SCHEDULE CHAPTER 13 MOTIONS ON:

Wednesday, July 2, 2014	9:30 a.m.: Open for all Erie matters
Wednesday, July 23, 2014	10:00 a.m.: Open for all Erie matters
Wednesday, August 13, 2014	10:30 a.m.: Open for all Erie matters
Thursday, September 4, 2014	
Wednesday, September 24, 2014	

Chapter 12 matters are to be scheduled at 11:00 a.m.

Sale, Financing and Extended/Impose Stay also scheduled at 11:00 a.m.

SCHEDULE CHAPTER 7 MOTIONS ON:

Thursday, July 10, 2014	10:30 a.m.: Open for all Erie matters
Thursday, July 24, 2014 <i>Changed to</i>	11:00 a.m.: Open for all Erie matters ***
Monday, July 21, 2014	11:30 a.m.: Sale motions at this time only
Thursday, August 7, 2014	
Thursday, August 28, 2014	
Thursday, September 11, 2014	

*** 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 Ch. 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).

Michael R. Rhodes
Clerk of Court

Jul. 4

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THORP-PATTERSON CONSTRUCTION & MANAGEMENT, Plaintiff

v.

**THE SARAH A. REED CHILDREN'S CENTER; BUEHLER & ASSOCIATES, INC.; BUECHLER & ASSOCIATES, INC. d/b/a BUEHLER & ASSOCIATES; and
SHELANE A. BUEHLER, Individually, Defendants**

PLEADINGS / PRELIMINARY OBJECTIONS

When the court rules on preliminary objections, it must accept as true all well-pled facts which are relevant and material. The court must also accept all inferences reasonably deducible from these facts as true. For the court to sustain a preliminary objection, it must appear certain that from the facts pleaded, "the pleader will be unable to prove facts legally sufficient to establish his right to relief."

TORTS / CIVIL CONSPIRACY

Civil conspiracy requires the plaintiff to demonstrate "two or more persons combined or agreed with intent to do an unlawful act or to do an otherwise lawful act by unlawful means." To succeed on such a claim, the particular act itself must give rise to a civil cause of action. Proof of malice must also be proven to recover on conspiracy.

TORTS / FRAUD

Under Pennsylvania law, essential elements needed to recover on a claim of fraud include a representation, material to the transaction at hand, which is knowingly or recklessly made falsely with the intent of misleading another into reliance on it. Additionally, the moving party must have sustained an injury proximately caused by the justifiable reliance on this misrepresentation.

AWARDS / ATTORNEY'S FEES

Unless provided by statute or otherwise agreed upon by the parties, in Pennsylvania, litigants are required to pay their own attorney's fees and costs. Absent such a showing, an award for attorney's fees is inappropriate.

CONTRACTS / UNJUST ENRICHMENT | PLEADINGS / COMPLAINT

At the trial stage, where an express contract exists and defines the duties of the parties, such parties are precluded from seeking the equitable remedy of unjust enrichment; they must, instead, look to contract remedies. However, at the pleading stage, a party may, in his pleadings, seek both unjust enrichment and contract remedies.

DAMAGES / CONSEQUENTIAL DAMAGES | CONTRACTS / DAMAGES

Generally, consequential damages are appropriate in breach of contract cases when either the damages are such that would "naturally and ordinarily result" from the breach, or the damages are "reasonably foreseeable" and "within the contemplation of the parties at the time of contracting." However, such damages are not recoverable when an express contract specifically precludes them.

PLEADINGS / COMPLAINT

Dismissal of a contract claim may be premature at the pleading stage since discovery generally has not been completed and such discovery may serve to clarify contractual terms.

PLEADINGS / GENERAL REQUIREMENTS

Pursuant to Rule 1019(i) of the Pennsylvania Rules of Civil Procedure, a plaintiff must attach all writings upon which his case relies.

TORTS / TORTIOUS INTERFERENCE WITH A CONTRACT

To recover on a claim of tortious interference with a contract there must be a contractual relationship between the complainant and a third-party which the defendant interferes with by either inducing a breach or otherwise causing the third-party not to perform the contract. Further, the defendant must not be privileged to act thusly and a monetary loss from the breach of the contract must result.

TORTS / COMMERCIAL DISPARAGEMENT

To recover on a claim of commercial disparagement, the plaintiff must prove that a false statement, known or recklessly made by the publisher, was published with either the intention of causing monetary loss or the reasonable expectation that such loss would occur. Further, the plaintiff must have actually suffered a monetary loss before being able to recover.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
CIVIL DIVISION No. 13017 - 2013

Appearances: Tibor R. Solymosi, Esq., Attorney for Plaintiff
 Craig A. Markham, Esq., Attorney for Defendant SRCC
 Michael J. Cremonese, Esq., Attorney for Defendant B&A
 William C. Wagner, Esq., Attorney for Defendant B&A

OPINION

Connelly, J., June 11, 2014

The matter before the Court is pursuant to two sets of Preliminary Objections, one filed by Sarah A. Reed Children's Center (hereinafter "Defendant SRCC") and the other by Shelane Buehler, individually, and Buehler and Associates (hereinafter collectively "Defendant B&A"). Thorp-Patterson Construction & Management (hereinafter "Plaintiff") opposes.

Statement of Facts and Procedural History

Prior to May 2012, Defendant SRCC retained Defendant B&A to prepare documents regarding renovations of Defendant SRCC's main building, located on West 34th Street in Erie, Pennsylvania. *Compl.* ¶¶ 11-12. Plaintiff won the bidding for the job and entered into a construction contract to perform the renovations outlined by Defendant B&A in exchange for a payment of \$1,719,000. *Id.* at ¶¶ 13-16. Pursuant to the contract, Defendant SRCC was to obtain all necessary permits before Plaintiff would begin construction, and any requested change orders would be handled by the architect, Defendant B&A. *Id.* at ¶ 18. Due to alleged errors in obtaining permits by Defendant SRCC, Plaintiff was forced to halt production for thirty-two (32) days, causing losses to Plaintiff. *Id.* at ¶¶ 19-25. During the course of construction, Plaintiff requested numerous change orders due to alleged errors, misrepresentations, and mistakes in the construction plan created by Defendant B&A. *Id.* at ¶¶ 26-29. Many of those change orders were denied or partially denied by Defendant B&A, requiring Plaintiffs to cover the alleged cost of the changes. *Id.* at ¶¶ 26-39. Further, Defendant B&A allegedly did not make progress payments and failed to reduce retainage as outlined in the construction contract. *Id.* at ¶¶ 40-51.

On November 7, 2013, Plaintiff filed a Complaint alleging eight counts, including

Breach of Contract, against both Defendant SRCC and Defendant B&A. Defendants SRCC and B&A filed separate Preliminary Objections to the Complaint on November 27, 2013, and later filed corresponding Briefs. Plaintiff filed briefs in opposition to both sets of Preliminary Objections on January 22 and 23, 2014, and Defendant SRCC filed a Reply Brief on February 4, 2014.

Analysis of Law

The Pennsylvania Rules of Civil Procedure state "any party to any pleading" may file preliminary objections. *Pa. R.C.P. 1028(a)*. When ruling on preliminary objections, a court must accept as true all well-pled facts which are relevant and material, as well as all inferences reasonably deducible therefrom. *Bower v. Bower*, 611 A.2d 181,182 (Pa. 1992). To sustain preliminary objections, it must appear with certainty, or be "clear and free from doubt" based on the facts as pleaded, "that the pleader will be unable to prove facts legally sufficient to establish his right to relief." *Id.*

1. Defendants SRCC and B&A argue the civil conspiracy claim is legally insufficient because Plaintiff has not pled the elements of the claim.

Defendant SRCC contends Plaintiff's civil conspiracy fraud claim fails to state a claim upon which relief may be granted because Plaintiff has failed to offer any proof of malice or intent to injure stemming from an agreement between the Defendants. *Def. SRCC's Prelim. Objs. ¶¶ 5-7*. Defendant B&A asserts Plaintiff has not "adequately pled a fraud claim" and has "failed to allege facts, beyond a mere belief, that two or more parties acted in concert". *Def. B&A's Br. In Supp. 2*. Plaintiff argues it has "pled all of the necessary elements of a civil conspiracy." *Pl.'s Br. in Opp. to Def. SRCC's Prelim. Objs. 5*.

A claim of civil conspiracy requires a plaintiff to show "that two or more persons combined or agreed with intent to do an unlawful act or to do an otherwise lawful act by unlawful means." *Skipworth by Williams v. Lead Indus. Ass'n*, 690 A.2d 169,174 (Pa. 1997) (citing *Thompson Coal Co. v. Pike Coal Co.*, 412 A.2d 466,472 (Pa. 1979)). "Additionally, 'absent a civil cause of action for a particular act, there can be no cause of action for civil conspiracy to commit that act.'" *Goldstein v. Phillip Morris, Inc.*, 854 A.2d 585, 590 (Pa. Super. 2004) (quoting *McKeeman v. Corestates Bank, N.A.*, 751 A.2d 655, 660 (Pa. Super. 2000)).

It is well settled law in Pennsylvania that

[t]o recover on a claim of fraud, the plaintiff must prove by clear and convincing evidence six elements: 1) a representation; 2) which is material to the transaction at hand; 3) made falsely, with knowledge of its falsity or recklessness as to whether it is true or false; 4) with the intent of misleading another into relying on it; 5) justifiable reliance on the misrepresentation; and 6) the resulting injury was proximately caused by the reliance.

Goldstein v. Phillip Morris, Inc., 854 A.2d 585, 590 (Pa. Super. 2004).

In the instant case, Plaintiff has averred Defendant SRCC "executed the contract" and related documents "with the intention that [Plaintiff] rely on said documents." *Compl. ¶ 27*. Plaintiff "justifiably relied upon the contract, contract documents, drawings, specifications, and other construction documents provided by Defendant SRCC through Defendant

SRCC's architect. . . " *Id.* at ¶ 28. Plaintiff asserts these documents "contained a number of material misrepresentations, errors and omissions which have resulted in [Plaintiff] expending addition time, labor and materials and a loss of profits. . . " *Id.* ¶ 29. Plaintiff avers "Defendant SRCC did not have sufficient financing in place and/or did not want to pay the full amount due. . . " *Id.* at ¶ 97.

Thus, Plaintiff has alleged Defendants made false representations, with the intention that Plaintiff would rely upon them, which were material to the contract and related work, that Plaintiff justifiably relied on the misrepresentations resulting in injury. However, Plaintiff has not alleged Defendants knew the representations were "made falsely, with knowledge of its falsity or recklessness as to whether it is true or false."

Additionally, "[p]roof of malice, i.e., an intent to injure, is essential in proof of a conspiracy." *Skipworth by Williams*, 690 A.2d at 174. Here, Plaintiff has alleged that two entities - Defendant SRCC and Defendant Buehler - agreed to improperly and unlawfully withhold money from Plaintiffs. *Pl's Compl.* ¶¶ 98-105. However, Plaintiff has not alleged that Defendants acted with an intent to cause injury to Plaintiff. Thus, as Plaintiff has not sufficiently alleged the elements of its civil conspiracy fraud claim Defendants' First Preliminary Objections are sustained.¹ Plaintiff shall file an Amended Complaint within twenty (20) days.

II. Defendant SRCC argues Plaintiff's claim for attorney's fees within the civil conspiracy to commit fraud claim must be dismissed.

Defendant SRCC contends Plaintiff may not receive an award of attorney's fees because Plaintiff has failed to offer a basis on which to receive them. *Def. SRCC's Prelim. Objs.* ¶¶ 15-16. Plaintiff offers no supporting argument for the award of attorney's fees in either its Complaint or its Brief in Response to Defendant' SRCC's Preliminary Objections. See: *Compl.*; *Pl's Br. in Opp. to Def. SRCC's Prelim. Objs.*

Generally, "parties to litigation are responsible for their own counsel fees and costs unless otherwise provided by statutory authority, agreement of parties, or some other recognized exception." *Cresci Constr. Servs. v. Martin*, 64 A.3d 254, 266 (Pa. Super. 2013) (citing *Cher-Rob, Inc. v. Art Monument Co.*, 594 A.2d 362, 363 (Pa. Super. 1991)). Plaintiff has failed to offer any reason, whether it be statutory authority, an agreement between the parties in this case, or any other exception, to support its request for attorney's fees in this case. Therefore, an award of attorney's fees is inappropriate and Defendant SRCC's Second Preliminary Objection is **SUSTAINED**. Plaintiff shall file an Amended Complaint within twenty (20) days.

III. Defendant SRCC argues Plaintiff's unjust enrichment claim cannot be supported by a written contract and should be dismissed.

Defendant SRCC contends that Plaintiff's unjust enrichment claim cannot proceed because a cause of action for unjust enrichment may arise only from transactions "not otherwise governed by an express contract." *Def. SRCC's Prelim. Objs.* ¶¶ 17-18 (citing *Villoresi v. Femminella*, 856 A.2d 78, 84 (Pa. Super. 2004)). As the only supporting facts alleged in the Complaint rely on the breach of a written contract, Defendant SRCC avers

¹ As Court has determined Plaintiff has not sufficiently pled its civil conspiracy fraud claim, it need not address whether the claim is barred by the gist of the action doctrine at this time.

unjust enrichment is inappropriate. *Id.* Plaintiff argues "a party may. . .plead both an express contract and unjust enrichment in the alternative". *Pl.'s Br. in Opp. to Def. SRCC's Prelim. Objs.* 7 (citing *Lugo v. Farmer's Pride, Inc.*, 967 A.2d 963 (Pa. Super. 2009) and *Birchwood Lake's Community Ass'n., Inc. v. Comis*, 442 A.2d 304 (Pa. Super. 1982)).

In *Villoresi*, the Superior Court held "[w]here an express contract already exists to define the parameters of the parties' respective duties, the parties may avail themselves of contract remedies and an equitable remedy for unjust enrichment cannot be deemed to exist." *Villoresi*, 856 A.2d at 84. However, the Superior Court has expressly rejected applying the *Villoresi* standard to the pleading stage, stating "the bar against recovering under both causes of action [should not be confused] with a notion that pleading both causes of action is also prohibited." *Lugo v. Farmers Pride, Inc.*, 967 A.2d 963, 969-70 (Pa. Super. 2009).

Defendant SRCC argues the *Villoresi* holding should apply because, like *Villoresi* and unlike *Lugo*, the entirety of the agreement is contained in a written contract, and there is no oral agreement upon which a claim for unjust enrichment can rely. *Defendant SRCC's Br. in Supp. of Prelim. Objs.* 11-12. However, the *Lugo* Court did not address or even mention a distinction between written and oral contracts. Therefore, as the instant case is in the early pleading stages, dismissing the unjust enrichment claim solely on the existence of a written contract would be inappropriate. Thus, Defendant SRCC's Third Preliminary Objection is **OVERRULED**.

IV. Defendant SRCC argues that the delay damages in Count One of the Complaint are consequential damages which are excluded by the Contract.

Defendant SRCC contends the delay damages sought by Plaintiff are consequential damages which are precluded by the terms of their contract. *Def. SRCC's Prelim. Objs.* ¶¶ 22-23. Plaintiff argues consequential damages are appropriate in a breach of contract setting. *Pl.'s Br. in Opp. to Def. SRCC's Prelim. Objs.* 8.

Consequential damages are appropriate in breach of contract cases when "the damages were such that would naturally and ordinarily result from the breach, or the damages were reasonably foreseeable and within the contemplation of the parties at the time of contracting." *Condominium Ass'n Court of Old Swedes v. Stein-O'Brien*, 973 A.2d 475, 483 (Pa. Commw. Ct. 2009) (citing *James Corp. v. North Allegheny Sch. Dist.*, 938 A.2d 474, 497 (Pa. Commw. Ct. 2007)).

However, when a contract specifically precludes recovery of all or some consequential damages as a result of a future breach, a party will not be permitted to recover the type of damages precluded. See *Ferrer v. Trs. of the Univ. of Pa.*, 825 A.2d 591, 610 (Pa. 2002) ("Where one party to a contract without any legal justification, breaches the contract, the other party is entitled to recover, *unless the contract provided otherwise*, whatever damages he suffered...") (emphasis added) (citing *Taylor v. Kaufhold*, 84 A.2d 347, 351 (Pa. 1951)).

Defendant SRCC relies on a specific paragraph of the contract, titled "General Conditions, Section 15.1.6 Claims for Consequential Damages." Section 15.1.6 states:

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes ... damages incurred by the Contractor for principal office expenses including the compensation

of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

Ex. A of the Compl. General Conditions, Section 15.1.6 Claims for Consequential Damages.

Plaintiff asserts it may recover consequential damages which "naturally and proximately flowed from SRCC's breach of contract." *Pl.'s Br. in Opp. to Def. SRCC's Prelim. Objs.* 8-9. At this stage in the proceedings, it would be premature to dismiss any claim based on the contract. Discovery has not been completed, and the legitimacy of any or all parts of the contract has not yet been determined. Hence, it is not clear and free from doubt that Plaintiff would be unable to recover consequential damages at this time. Therefore Defendant SRCC's Fourth Preliminary Objection is **OVERRULED**.

V. Defendant SRCC argues Plaintiff failed to attach the contract upon which Plaintiff's breach of contract claim was based.

Defendant SRCC argues Plaintiff failed to attach to its Complaint essential documents, such as "various drawings, specifications and change orders" as required by Pa. R.C.P. 1019(i). *Def. SRCC's Prelim. Objs.* ¶¶ 24-28. Plaintiff contends that, because Defendant SRCC already possesses the essential documents, the requirement of attachment is deemed waived. *Pl.'s Br. in Opp. to Def. SRCC's Prelim. Objs.* 9 (citing *Leiby v. New Hampshire Insurance Co.*, 51 Pa. D. & C.2d 643 (Columbia Co. 1970) and *I.W. Lewin & Co., Inc. v. Oldsmobile Div. of General Motors Corp.*, 8 Pa. D. & C.3d 361 (Philadelphia Co. 1978)).

Under Pennsylvania Rules of Civil Procedure, plaintiffs must attach any piece of writing upon which their case relies. *Pa. R.C.P. 1019(i)*. In *Leiby*, the Columbia County Court of Common Pleas found the plaintiff did not need to attach an insurance policy to his complaint where "defendant issued the insurance policy, so it must have a copy, to a third party. Therefore, plaintiff not being a party to the writing has no copy available to attach and requiring him to do so would be an unnecessary and vain burden." *Leiby*, 51 Pa. D. & C.2d at 645. In *I.W. Lewin & Co., Inc.*, the Philadelphia Court of Common Pleas found writings need not be attached where "[defendant agrees that plaintiff has not alleged a contract with Oldsmobile. Consequently, any such contract, if it does exist, need not be attached." *I.W. Lewin & Co., Inc.*, 8 Pa. D. & C.3d at 363. Thus, these cases are inapposite to the instant case, which contains a breach of contract claim between Plaintiff and Defendant SRCC. Thus, Plaintiff has offered no reason for which the relevant documents should not be attached. Defendant SRCC's Preliminary Objection is therefore **SUSTAINED** and Plaintiff shall attach all essential documents to its Amended Complaint.

VI. Defendant B&A asserts Plaintiff's claim for tortious interference with a Contract must be dismissed.

Defendant B&A contends it did not interfere with any contract between Defendant SRCC and Plaintiff because Defendant B&A was privileged to act and its actions did not induce a breach of contract by Defendant SRCC. *Defendant B&A's Br. in Supp. of Prelim. Objs.* 7-10. Plaintiff argues that Defendant B&A's decisions as "Initial Decision Maker" regarding change orders and other disputes between Defendant SRCC and Plaintiff were either grossly negligent or intentionally favored the interests of Defendant SRCC to the point that Defendant SRCC breached its contract with Plaintiff. *Pl.'s Br. in Opp. to Def. B&A's Prelim. Objs.* 7-10.

Tortious interference with a contract occurs when the following factors are present: (a) The existence of a contractual relationship between the complainant and a third party; (b) Interference with the performance of the contract by inducing a breach or otherwise causing the third-party not to perform the contract; (c) The absence of a privilege by defendant to act; (d) Pecuniary loss as a result of a breach of contract, *Al Hamilton Contracting Co. v. Cowder*, 644 A.2d 188,191 (Pa. Super. 1994).

Defendant B&A asserts there was no interference or induced breach, and that Defendant B&A was privileged to act because the contract gave it the duty of determining whether the change orders and other alterations should be granted. *Defendant B&A's Br. in Supp. of Prelim. Objs. 7-10*. Plaintiff asserts a contract existed between it and Defendant SRCC and that Defendant B&A, either through gross negligence or nefarious intent, made erroneous decisions that benefited Defendant SRCC and injured Plaintiff. *Pl's Br. in Opp. to Def. B&A's Prelim. Objs. 7-10*. Thus, Plaintiff has sufficiently pled the elements of its claim of tortious interference with a contract at this time. Therefore, Defendant B&A's Preliminary Objection is **OVERRULED**.

VII. Defendant B&A asserts Plaintiff's claim for commercial disparagement must be dismissed.

Defendant B&A challenges Plaintiff's claim for commercial disparagement on the grounds that Plaintiff has failed to allege specific disparaging statements, recipients of the statements, or actual damages. *Defendant B&A's Br. in Supp. of Prelim. Objs. 10*. Plaintiff argues it has pled all required elements of the claim of commercial disparagement. *Pl's Br. in Opp. to Def. B&A's Prelim. Objs. 11-12*.

The tort of commercial disparagement requires the plaintiff to prove: (1) that a statement is false, (2) that the publisher either intends the publication to cause pecuniary loss or reasonably should recognize that publication will result in pecuniary loss, (3) that pecuniary loss does in fact result, and (4) that the publisher either knows that the statement is false or acts in reckless disregard of its truth or falsity. *Pro Golf Mfg. v. Tribune Review Newspaper Co.*, 761 A.2d 553, 555-56 (Pa. Super. 2000) (citing *Restatement (second) of Torts § 623(A)* (1977) (overturned on other grounds in *Pro Golf Mfg. v. Tribune Review Newspaper Co.*, 809 A.2d 243 (Pa. 2002))).

In the instant case, Plaintiff asserts Defendant Buehler "made publicized disparaging statements concerning [Plaintiff's] performance and business conduct. . ." *Pl's Br. In Opp. to Def.'s B&A's Prelim. Objs. 12*. Plaintiff alleges "Defendant S. Buehler made statements degrading and criticizing the quality of work performed by [Plaintiff]. . .accused [Plaintiff] of poor and substandard workmanship. . .attack[ed] [Plaintiff's] ability as a general contractor; and. . . published statements that accused [Plaintiff] of proving false lien waivers." *Compl. ¶ 125(a)-(d)*. Plaintiff asserts these statements "are false and misleading." *Id. at ¶ 126*. However, Plaintiff has not alleged these "slandorous and disparaging" remarks resulted in pecuniary loss.

Thus, as Plaintiff has failed to set forth the required elements of its commercial disparagement claim, Defendant B&A's Preliminary Objection is **SUSTAINED**. Plaintiff shall file an Amended Complaint within twenty (20) days.

ORDER

AND NOW, TO WIT, this 11th day of June 2014, it is hereby **ORDERED, ADJUDGED & DECREED**:

- I. Defendant SRCC's First Preliminary Objection seeking to dismiss Plaintiff's claim of civil conspiracy to commit fraud is **SUSTAINED** and Plaintiff shall file an Amended Complaint within twenty (20) days.
- II. Defendants SRCC's Second Preliminary Objection seeking to dismiss Plaintiff's request for attorney's fees is **SUSTAINED** and Plaintiff shall file an Amended Complaint within twenty (20) days.
- III. Defendant SRCC's Third Preliminary Objection requesting dismissal of Plaintiff's unjust enrichment claim is **OVERRULED** without prejudice.
- IV. Defendant SRCC's Fourth Preliminary Objection requesting dismissal of claims based on delay damages is **OVERRULED** without prejudice.
- V. Defendant SRCC's Fifth Preliminary Objection seeking attachment of all necessary documents is **SUSTAINED** and Plaintiff shall attach any essential documents to its Amended Complaint.
- VI. Defendant B&A's First Preliminary Objection seeking to dismiss Plaintiff's claim of civil conspiracy to commit fraud is **SUSTAINED** and Plaintiff shall file an Amended Complaint within twenty (20) days.
- VII. Defendant B&A's Second Preliminary Objection seeking dismissal of Plaintiff's claim of tortious interference with a contract is **OVERRULED**.
- VIII. Defendant B&A's Third Preliminary Objection seeking dismissal of Plaintiff's claim of commercial disparagement is **SUSTAINED** and Plaintiff shall file an Amended Complaint within twenty (20) days.

BY THE COURT:

/s/ **Shad Connelly, Judge**

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CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania
Docket No. 11675-14

Notice is hereby given that a Petition has been filed in the above named Court requesting an Order to change the name of JMD to JMS.

The Court has fixed the 11th day of August, 2014 at 8:45 a.m. in Courtroom 213C of the Erie County Court House, 140 West 6th Street, Erie, Pennsylvania 16501 as the time and place for the hearing on said Petition. When and where all interested parties may appear and show cause, if any, why the prayer should not be granted.

Jul. 4

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania
Docket No. 11715-14

In re: Carson Lucas Jones, a minor
Notice is hereby given that a Petition has been filed in the above named Court by Gregory Reynolds, requesting an Order to change the name of Carson Lucas Jones to Carson Lucas Jones-Reynolds.

The Court has fixed the 14th day of July, 2014 at 11:00 a.m. in Courtroom G, Room 222, of the Erie County Court House, 140 West 6th Street, Erie, PA 16501 as the time and place for the hearing on said Petition, when and where all interested parties may appear and show cause, if any they have, why the prayer of the Petitioner should not be granted.

Jul. 4

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania
Docket No. 11595-14

In re: Wilkin Xavier Velasquez
Notice is hereby given that a Petition has been filed in the above named Court requesting an Order to change the name of Wilkin Xavier Velasquez to Wilkin Xavier Kraus.

The Court has fixed the 17th day of July, 2014 at 9:30 a.m. in Courtroom G, Room 222, of the Erie County Court House, 140 West 6th Street, Erie, PA 16501 as the

time and place for the hearing on said Petition, when and where all interested parties may appear and show cause, if any they have, why the prayer of the Petitioner should not be granted.

Jul. 4

FICTITIOUS NAME NOTICE

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

FICTITIOUS NAME NOTICE

1. Fictitious Name: History of the Catholic Community
2. Address of the principal place of business, including street and number: 3414 Old French Road, Erie, PA 16504
3. The real name and address, including street and number of the parties to the registration: Kimberly A. Lytle, 3414 Old French Rd., Erie, PA 16504
4. An application for registration of a fictitious name has been filed with the Pennsylvania Department of State under the Fictitious Name Act on or about May 19, 2014.

Jul. 4

FICTITIOUS NAME NOTICE

1. Fictitious Name: The Quilted Star
2. Address of the principal place of business, including street and number: 1056 West 8th Street, Erie, PA 16502
3. The real name and address, including street and number of the persons who are parties to the registration: Leanne A. Carlson, 1056 West 8th Street, Erie, PA 16502
4. An application for registration of a fictitious name under the Fictitious Name Act was filed on May 29, 2014.

Jul. 4

INCORPORATION NOTICE

Notice is hereby given that Shearer and Son Contracting Services, Inc. has been incorporated under

the provisions of the Business Corporation Law of 1988, as amended.

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

Jul. 4

LEGAL NOTICE

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE
IN THE COURT OF COMMON
PLEAS OF ERIE COUNTY,
PENNSYLVANIA
CIVIL ACTION – LAW

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

vs.

GARY K. TOMPOROWSKI, in
his capacity as Heir of GARY
TOMPOROWSKI A/K/A GARY
G. TOMPOROWSKI, Deceased
DEREK M. TOMPOROWSKI,
in his capacity as Heir of GARY
TOMPOROWSKI A/K/A GARY
G. TOMPOROWSKI, Deceased
JACKIE WILSON, in her
capacity as Heir of GARY
TOMPOROWSKI A/K/A GARY
G. TOMPOROWSKI, Deceased
UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND
ALL PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING
RIGHT, TITLE OR INTEREST
FROM OR UNDER GARY
TOMPOROWSKI A/K/A
GARY G. TOMPOROWSKI,
DECEASED, Defendants
COURT OF COMMON PLEAS
CIVIL DIVISION
ERIE COUNTY
No. 13480-13

NOTICE

To UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND
ALL PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING
RIGHT, TITLE OR INTEREST
FROM OR UNDER GARY
TOMPOROWSKI A/K/A GARY
G. TOMPOROWSKI, DECEASED
You are hereby notified that on
January 30, 2014, Plaintiff, PHH
MORTGAGE CORPORATION
F/K/A CENDANT MORTGAGE

CORPORATION, filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of ERIE County Pennsylvania, docketed to No. 13480-13. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 3319 EDISON AVENUE, ERIE, PA 16510-1907 whereupon your property would be sold by the Sheriff of ERIE County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Notice to Defend:

Lawyer Referral & Information Service

P.O. Box 1792
Erie, PA 16507
(814) 459-4411

Jul. 4

LEGAL NOTICE

Ronald E. Ryen or anyone with an interest in the 1984 PMC mobile home located at 60A Pinewood

Lane, Erie, PA 16509
Please call Linda @ 814-868-9069 or appear at the court hearing scheduled July 29th 2014 @ the Erie County Court House, 140 W 6th Street, Erie, PA 16501, Court room "C" Judge Cunningham @ 9:30 AM.

Jul. 4

LEGAL NOTICE

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 11704 -2012

SANDRA A. URBAN, Plaintiff
vs.

JOHN M. URBAN, JR., Defendant
To: John M. Urban, Jr., 10867 Smith Road, North East, PA 16428

NOTICE TO DEFEND AND

CLAIM RIGHTS

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE PROMPT ACTION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A DECREE OF DIVORCE OR ANNULMENT MAY BE ENTERED AGAINST YOU BY THE COURT. A JUDGMENT MAY ALSO BE ENTERED AGAINST YOU FOR ANY OTHER CLAIM OR RELIEF REQUESTED IN THESE PAPERS BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU, INCLUDING CUSTODY OF VISITATION OF YOUR CHILDREN.

WHEN THE GROUNDS FOR THE DIVORCE IS INDIGNITIES OR IRRETRIEVABLE BREAKDOWN OF THE MARRIAGE, YOU MAY REQUEST MARRIAGE COUNSELING. A LIST OF MARRIAGE COUNSELORS IS AVAILABLE IN THE OFFICE OF THE PROTHONOTARY AT ROOM NO. 6, 1ST FLOOR, ERIE COUNTY COURT HOUSE, ERIE, PENNSYLVANIA.

IF YOU DO NOT FILE A CLAIM

FOR ALIMONY, DIVISION OF PROPERTY, LAWYERS FEES OR EXPENSES BEFORE A DIVORCE OR ANNULMENT IS GRANTED, YOU MAY LOSE THE RIGHT TO CLAIM ANY OF THEM.

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.

LAWYERS REFERRAL SERVICE
PO BOX 1792

ERIE, PENNSYLVANIA 16507
(814) 459-4411

Leigh Ann Orton, Esq.

P.A. ID# 83665

Knox McLaughlin Gornall & Sennett, P.C.

11 Park Street

North East, Pennsylvania 16428

(814) 725-8691

NOTICE OF INTENTION TO REQUEST ENTRY OF §3301(D) OF DIVORCE DECREE

To: John M. Urban, Jr., 10867 Smith Road, North East, PA 16428

You have been sued in an action for divorce. You have failed to answer the complaint or file a counter-affidavit to the §3301(d) affidavit. Therefore, on or after June 30, 2014, the other party can request the court to enter a final decree in divorce.

If you do not file with the prothonotary of the court, an answer with your signature notarized or verified or a counter-affidavit by the above date, the court can enter a final decree in divorce. A counter-affidavit which you may file with the prothonotary of the court is attached to this notice.

Unless you have already filed with the court a written claim for economic relief, you must do so by the above date or the court may grant the divorce and you will lose forever the right to ask for economic relief. The filing of the form counter-affidavit alone does not protect your economic claims.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR

TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Leigh Ann Orton, Esq.

P.A. ID# 83665

Knox McLaughlin Gornall &

Sennett, P.C.

11 Park Street

North East, Pennsylvania 16428

(814) 725-8691

AFFIDAVIT UNDER SECTION

§3301(D) OF THE DIVORCE

CODE

1. The parties to this action separated on or about May 9, 2012, and have continued to live separate and apart for a period of at least two years.

2. The marriage is irretrievably broken.

3. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses, if I do not claim them before a divorce is granted.

I verify that the statements made in this Affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to the unsworn falsification to authorities.

/s/ SANDRA A. URBAN

Dated: June 9, 2014

NOTICE: If you wish to deny any of the statements set forth in this Affidavit, you must file a Counter-Affidavit within twenty (20) days after this Affidavit has been served on you or the statements will be admitted.

DEFENDANT'S COUNTER-
AFFIDAVIT UNDER §3301(D)
OF THE DIVORCE CODE

1. Check either (a) or (b):

☐ (a) I do not oppose the entry of a divorce decree

☐ (b) I oppose the entry of a divorce decree because

Check (i), (ii) or both:

☐ (i) The parties to this action have not lived separate and apart for a period of at least two years.

☐ (ii) The marriage is not irretrievably broken.

2. Check either (a) or (b):

☐ (a) I do not wish to make any claims for economic relief. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

☐ (b) I wish to claim economic relief which may include alimony, division of property, lawyer's fees or expenses or other important rights.

I understand that in addition to checking (b) above, I must also file all of my economic claims with the prothonotary in writing and serve them on the other party. If I fail to do so before the date set forth on the Notice of Intention to Request Divorce Decree, the divorce decree may be entered without further notice to me and I shall be unable thereafter to file any economic claims.

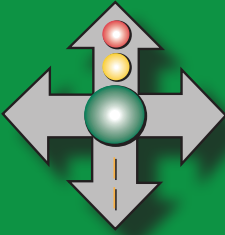
I verify that the statements made in this counter-affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to the unsworn falsification to authorities.

Date: _____

JOHN M. URBAN, JR.

IF YOU DO NOT WISH TO OPPOSE THE ENTRY OF A DIVORCE DECREE AND YOU DO NOT WISH TO MAKE ANY CLAIM FOR ECONOMIC RELIEF, YOU SHOULD NOT FILE THIS COUNTER-AFFIDAVIT.

Jul. 4



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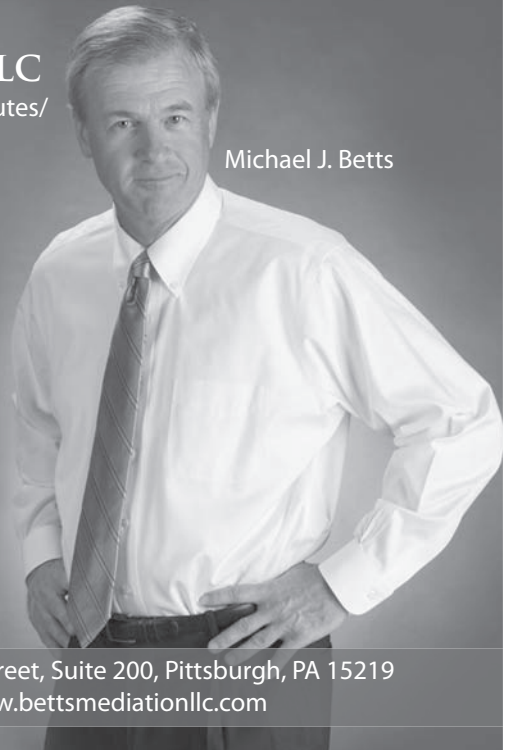
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SHERIFF SALES

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

JULY 25, 2014

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.

John T. Loomis

Sheriff of Erie County

Jul. 4, 11, 18

SALE NO. 1

Ex. #10369 of 2014

MARQUETTE SAVINGS

BANK, Plaintiff

v.

**AARON E. MOSES and
NICOLE M. EDWARDS a/k/a**

NICHOLE M. EDWARDS,

Defendants

SHERIFF'S SALE

By virtue of a Writ of Execution filed at No. 2014-10369, Marquette Savings Bank vs. Aaron E. Moses and Nicole M. Edwards, owners of property situate in the City of Erie, Erie County, Pennsylvania being: 1505 West 22nd Street, Erie, Pennsylvania.
54' X 122.24'

Assessment Map Number:

(19) 6247-204

Assessed Value Figure: \$93,600.00

Improvement Thereon: Residence

Eugene C Sundberg, Jr., Esq.

Marsh Spaeder Baur Spaeder

& Schaaf, LLP

300 State Street, Suite 300

Erie, Pennsylvania 16507

(814) 456-5301

July 4, 11, 18

SALE NO. 3

Ex. #13445 of 2013

NORTHWEST SAVINGS

BANK, Plaintiff

v.

**CHRISTOPHER E. KELLY
and JUANITA L. KELLY, and**

THE UNITED STATES OF

AMERICA, Defendants

SHERIFF'S SALE

By virtue of a Writ of Execution filed at No. 2013-13445, Northwest Savings Bank vs. Christopher E. Kelly and Juanita L. Kelly, owners of property situate in the Borough of North East, Erie County, Pennsylvania being: 42 South Pearl Street, North East, Pennsylvania.
41.25' x 143' x 41.25' x 141.5'

Assessment Map Number:

(35) 10-46-24

Assessed Value Figure: \$89,940.00

Improvement thereon: Residence

Kurt L. Sundberg, Esq.

Marsh Spaeder Baur Spaeder

& Schaaf, LLP

300 State Street, Suite 300

Erie, Pennsylvania 16507

(814) 456-5301

July 4, 11, 18

SALE NO. 4

Ex. #10805 of 2014

NORTHWEST SAVINGS

BANK, Plaintiff

v.

CHRISTINA M.

HAMMERMAN, Defendant(s)

AMENDED LEGAL

DESCRIPTION

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

AT A POINT (incorrectly listed as the point of beginning in

prior deeds) in the centerline of Davison Road, 603.8 feet, more or less, southwardly from the point intersection of the centerline of the Buffalo Road, also known as U.S. Route #20, with the centerline of the Davison Road; thence northwardly 38 Degrees 10 minutes East, 15.00 feet to a point in the easterly line of Davison Road, being the place of beginning, thence northwardly 38 Degrees 10 minutes East, 150.00 feet to a point; thence southwardly 51 degrees 50 minutes east on a line parallel with the centerline of the Davison Road, 118.00 feet to a point; (incorrectly listed as 218.00 feet in prior deeds), thence southerly 38 degrees, 10 minutes west, 10.00 feet to a point (incorrectly omitted from prior deeds) thence southwardly 51 degrees 50 minutes east on a line parallel with the centerline of the Davison Road, 100 feet to a point, (incorrectly omitted from prior deeds) thence southwardly 38 degrees 10 minutes West, 140.00 feet to a point, (incorrectly listed as 150.00 in prior deeds) believed to be an iron post; thence northwardly 51 degrees 50 minutes West along the eastern line of the Davison Road, 218.00 feet to the place of beginning. The herein description is prepared from a survey dated August 25, 1983 from M.L. Seifer, registered surveyor.

BEING that same parcel or piece of land conveyed to Christina M. Hammerman by Deed dated September 1, 2011, and recorded September 8, 2012 with the Erie County Recorder of Deed's Office in Erie County, Pennsylvania at Instrument# 2011-021211, and bearing Erie County Index No. (27) 21-118-6 and being commonly known as 1429 Davison Road, Harborcreek, Pennsylvania 16421.
Mark G. Claypool, Esquire
Pa ID #63199
Knox McLaughlin Gornall & Sennett, P.C.
120 West Tenth Street
Erie, Pennsylvania 16501
(814) 459-2800

July 4, 11, 18

SALE NO. 5

Ex. #10758 of 2014

**NORTHWEST SAVINGS
BANK, Plaintiff**

v.

**JONATHAN A. SIEROTA AND
KATHERINE E. SIEROTA,
Defendant(s)**

LEGAL DESCRIPTION

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

BEGINNING at a point in the east line of Walnut Street, 75 feet north of the north line of 10th Street; thence eastwardly in a line parallel with 10th Street, 80 feet to a point; thence northwardly in a line parallel with Walnut Street, 30 feet to a point; thence westwardly in a line parallel with 10th Street, 80 feet to the east line of Walnut Street; thence southwardly along the east line of Walnut Street, 30 feet to the place of beginning.

BEING the same piece or parcel of ground which Kurt M. Richter and Megan C. Richter, by deed dated September 15, 2008 and recorded on September 16, 2008 in the Erie County Recorder's Office in Deed Book Volume 1520, Page 2375, granted and conveyed unto Jonathan A. Sierota and Katherine E. Sierota, and being known as 923 Walnut Street, Erie, PA 16502 and bearing parcel ID. No. (16) 30-25-129.

Mark G. Claypool, Esquire
Pa ID #63199

Knox McLaughlin Gornall &
Sennett, P.C.

120 West Tenth Street
Erie, Pennsylvania 16501
(814) 459-2800

July 4, 11, 18

SALE NO. 6

Ex. #10760 of 2014

**NORTHWEST SAVINGS
BANK, Plaintiff**

v.

**JONATHAN A. SIEROTA AND
KATHERINE E. SIEROTA,
Defendant(s)**

LEGAL DESCRIPTION

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

County of Erie, Commonwealth of Pennsylvania, bounded and described as follow to wit:

BEGINNING at a point in the East line of Holland Street Thirty (30) feet Southwardly from the South line of Thirtieth Street; thence, Eastwardly, parallel with Thirtieth Street, Sixty five (65) feet to what was formerly the West line of Liley's land; thence, Southwardly, parallel with Holland Street, thirty (30) feet to a point; thence Westwardly, parallel with Thirtieth Street, Sixty five (65) feet to the East line of Holland Street; thence, Northwardly, along the East line of Holland Street, Thirty (30) feet to the place of BEGINNING.

HAVING erected thereon a 2 ½ story dwelling house.

BEING the same piece or parcel of ground which Deutsche Bank National Trust Company as Trustee by Barclays' Capital Real Estate, Inc., by deed dated April 16, 2008 and recorded on May 16, 2008 in the Erie County Recorder's Office in Deed Book Volume 1495, Page 738, granted and conveyed unto Jonathan A. Sierota and Katherine B. Sierota, and being known as 3005 Holland Street, Erie, PA 16504 and bearing parcel ID. No. (18) 5083-222.

Mark G. Claypool, Esquire
Pa ID #63199

Knox McLaughlin Gornall &
Sennett, P.C.

120 West Tenth Street
Erie, Pennsylvania 16501
(814) 459-2800

July 4, 11, 18

SALE NO. 7

Ex. #10759 of 2014

**NORTHWEST SAVINGS
BANK, Plaintiff**

v.

**JONATHAN A. SIEROTA A/K/A
JONATHAN SIEROTA AND
KATHERINE E. SIEROTA,
Defendant(s)**

LEGAL DESCRIPTION

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

BEGINNING at a point in the North

line of Twenty eighth Street, Four Hundred twenty (420) feet West of the West line of Parade Street; thence Northwardly parallel with Parade Street, One Hundred Thirty Five (135) feet; thence Westwardly parallel with Twenty Eighth Street, thirty (30) feet; thence Southwardly parallel with Parade Street, One Hundred Thirty Five (135) feet to the North line of Twenty Eighth Street; thence Eastwardly along the North line of Twenty Eighth Street, Thirty (30) feet to the place of beginning.

HAVING erected thereon a two and one-half story frame dwelling with one car detached garage.

BEING the same piece or parcel of ground which Fannie Mae a/k/a Federal National Mortgage Association by its Attorney in Fact Phelan Hallian & Schmieg, LLP, by deed dated July 9, 2008 and recorded on August 4, 2008 in the Erie County Recorder's Office in Deed Book Volume 1513, Page 12, granted and conveyed unto Jonathan A. Sierota aka Jonathan Sierota and Katherine E. Sierota, and being known as 324 East 28th Street, Erie, PA 16504 and bearing parcel ID. No. (18) 5078-133.

Mark G. Claypool, Esquire
Pa ID #63199

Knox McLaughlin Gornall &
Sennett, P.C.

120 West Tenth Street
Erie, Pennsylvania 16501
(814) 459-2800

July 4, 11, 18

SALE NO. 8

Ex. #10757 of 2014

**NORTHWEST SAVINGS
BANK, Plaintiff**

v.

**JONATHAN A. SIEROTA A/K/A
JONATHAN SIEROTA AND
KATHERINE E. SIEROTA,
Defendant(s)**

LEGAL DESCRIPTION

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

BEING part of Block or Lot No. 173 as per plot recorded in Erie

County Map Book No. 1 at Page 4, bounded and described as follows: BEGINNING at a point in the west line of Cranberry Street, 100 feet south of the south line of 20th Street; thence westwardly parallel with 20th Street, 105 feet to a point, thence southwardly parallel with Cranberry Street 35 feet to a point, thence eastwardly parallel with 20th Street, 105 feet to a point on the west line of Cranberry Street and thence northwardly along the west line of Cranberry Street, 35 feet to the place of beginning.

HAVING erected thereon a dwelling house.

BEING the same piece or parcel of ground which HSBC Bank USA, N.A., as Trustee for the registered holders of Renaissance Home Equity Loan Trust 2006-1, by deed dated December 2, 2008 and recorded on December 31, 2008 in the Erie County Recorder's Office in Deed Book Volume 1537, Page 2282, granted and conveyed unto Jonathan A. Sierota aka Jonathan Sierota and Katherine E. Sierota, and being known as 2014 Cranberry Street, Erie, PA 16502 and bearing parcel ID. No. (16) 31-29-102.

Mark G. Claypool, Esquire
PA ID #63199
Knox McLaughlin Gornall & Sennett, P.C.
120 West Tenth Street
Erie, Pennsylvania 16501
(814) 459-2800

July 4, 11, 18

SALE NO. 9

Ex. # 11323 of 2013
HSBC Bank USA, National Association, as Indenture Trustee for People's Choice Home Loan Securities Trust Series 2005-4, Plaintiff

v.

MICHELE R. BONE
SCOTT M. BONE, Defendant(s)
SHORT DESCRIPTION FOR

ADVERTISING

ALL THAT CERTAIN LOT OF LAND SITUATE IN TOWNSHIP OF MILLCREEK, ERIE COUNTY, PENNSYLVANIA: BEING KNOWN AS 3619 Lansing Way, Erie, PA 16506

PARCEL NUMBER: 33-79-325-22
IMPROVEMENTS: Residential Property
David Neeren, Esquire
PA ID 204252
Udren Law Offices, P.C.
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
856-669-5400

July 4, 11, 18

SALE NO. 10

Ex. #11368 of 2010
Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Renaissance Home Equity Loan Asset-Backed Certificates, Series 2003-3, Plaintiff

v.

PATRICIA D. YOST,
Defendant(s)

SHORT DESCRIPTION FOR ADVERTISING

ALL THAT CERTAIN LOT OF LAND SITUATE IN CITY OF ERIE, ERIE COUNTY, PENNSYLVANIA: BEING KNOWN AS 2750 East 30th Street, Erie, PA 16510
PARCEL NUMBER: (18) 5149-136
IMPROVEMENTS: Residential Property
David Neeren, Esquire
PA ID 204252
Udren Law Offices, P.C.
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
856-669-5400

July 4, 11, 18

SALE NO. 11

Ex. #10361 of 2014
Wells Fargo Bank, N.A., Plaintiff
v.
Kay A. Hamilton
Michael F. Burns, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10361-14
Wells Fargo Bank, N.A. vs. Kay A. Hamilton, Michael F. Burns
Amount Due: \$283,521.46
Kay A. Hamilton, Michael F. Burns,

owner(s) of property situated in HARBORCREEK TOWNSHIP, Erie County, Pennsylvania being 8518 East Lake Road, Erie, PA 16511-1643.

Acreage: 1.57
Assessment Map number: 27030026002000
Assessed Value: \$419,600
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

July 4, 11, 18

SALE NO. 12

Ex. #10333 of 2014
U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust 2006-WFHE3, Asset-Backed Pass-Through Certificates, Series 2006-WFHE3, Plaintiff

v.

Kortney E. Donahue,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10333-14
U.S. Bank National Association, as Trustee for Citigroup Mortgage Loan Trust 2006-WFHE3, Asset-Backed Pass-Through Certificates, Series 2006-WFHE3 vs. Kortney E. Donahue
Amount Due: \$75,859.43
Kortney E. Donahue, owner(s) of property situated in MCKEAN TOWNSHIP, Erie County, Pennsylvania being 7675 Bargain Road, Erie, PA 16509-4213
Acreage: 2.1200
Assessment Map number: 31003007002700
Assessed Value: \$120,800
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

July 4, 11, 18

SALE NO. 14
Ex. #10274 of 2014
JPMorgan Chase Bank, N.A.,
Plaintiff

v.
Dilene M. Kaliszewski,
Defendant(s)

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10274-2014 JPMorgan Chase Bank, N.A. vs. Dilene M. Kaliszewski

Amount Due: \$88,070.53
 Dilene M. Kaliszewski, owner(s) of property situated in FAIRVIEW TOWNSHIP, Erie County, Pennsylvania being 7718 Fairlane Drive, Fairview, PA 16415-1205
 Assessment Map number: 21084023004100

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

July 4, 11, 18

SALE NO. 15
Ex. #13205 of 2013
OCWEN Loan Servicing, LLC,
Plaintiff

v.
Theresa A. Wise
Richard K. Limburg,
Defendant(s)

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 13205-13

OCWEN Loan Servicing, LLC
 vs. Theresa A. Wise, Richard K. Limburg

Amount Due: \$89,283.31
 Theresa A. Wise, Richard K. Limburg, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 3845 Cochran Street, Erie, PA 16508-3007
 Dimensions: 45 X 100
 Acreage: 0.1033

Assessment Map number: 18053038022000
 Assessed Value: 122,400
 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
 July 4, 11, 18

SALE NO. 16
Ex. #10222 of 2014

Bank of America, N.A. Successor by Merger to BAC Home Loans Servicing, Lp f/k/a Countrywide Home Loans Servicing, Lp,
Plaintiff

v.
Joyce M. Pamula, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10222-14

Bank of America, N.A. Successor by Merger to BAC Home Loans Servicing, Lp f/k/a Countrywide Home Loans Servicing, Lp vs. Joyce M. Pamula
 Amount Due: \$39,458.12

Joyce M. Pamula, owner(s) of property situated in HARBORCREEK TOWNSHIP, Erie County, Pennsylvania being 429 Manistee Avenue, Erie, PA 16511-2315

Dimensions: 60 x 140
 Acreage: 0.1928
 Assessment Map number: 27005076011500

Assessed Value: 100,200
 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

July 4, 11, 18

SALE NO. 17
Ex. #10097 of 2014

First Horizon Home Loans A Division of First Tennessee Bank National Association, Plaintiff

v.
Bryan D. Quinn
Victoria G. Quinn, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10097-14

First Horizon Home Loans A Division of First Tennessee Bank National Association vs. Bryan D. Quinn, Victoria G. Quinn
 Amount Due: \$66,968.34
 Bryan D. Quinn, Victoria G. Quinn,

owner(s) of property situated in Erie County, Pennsylvania being 1945 Prospect Avenue, Erie, PA 16510-1209

Dimensions: 95.52 ft. X 153 ft.
 Acreage: 0.3442 Acres
 Assessment Map number: 185127-209
 Assessed Value: \$74,840.00
 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

July 4, 11, 18

SALE NO. 18
Ex. #11774 of 2012
Wells Fargo Bank, N.A., S/B/M Wells Fargo Home Mortgage, Inc., Plaintiff

v.
Robert G. Rexroad
Christine C. Rexroad,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 11774-12

Wells Fargo Bank, N.A., S/B/M Wells Fargo Home Mortgage, Inc. vs. Robert G. Rexroad, Christine C. Rexroad

Amount Due: \$85,682.31
 Robert G. Rexroad, Christine C. Rexroad, owner(s) of property situated in WAYNE TOWNSHIP, Erie County, Pennsylvania being 12880 Carter Hill Road, Corry, PA 16407-8306

Acreage: 10.01
 Assessment Map number: 49007020002903

Assessed Value: \$66,000.00
 Improvement thereon: mobile home
 Phelan Hallinan, LLP
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000

July 4, 11, 18

SALE NO. 19
Ex. #13638 of 2011
Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2001-D, Asset-Backed Certificates, Series 2001-D,

Plaintiff

v.

Roy J. Smith

Pamela L. Ryan, Defendant(s)

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 13638-11

Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2001-D, Asset-Backed Certificates, Series 2001-D vs. Roy J. Smith, Pamela L. Ryan

Amount Due: \$79,389.65

Roy J. Smith, Pamela L. Ryan, owner(s) of property situated in City of Erie, Erie County, Pennsylvania being 2328 Woodlawn Avenue, Erie, PA 16510.

Dimensions: 45.93 x 114.63

Acreage: 0.3491

Assessment Map number: 18051038020600

Assessed Value: \$92,800

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

July 4, 11, 18

SALE NO. 20

Ex. #10354 of 2014

HSBC Bank USA, National Association, as Trustee for Wells Fargo Home Mortgage Asset-Backed Securities 2007-M04 Trust, Mortgage Asset-Backed Certificates, Plaintiff

v.

Shelby L. Staaf, Defendant(s)

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10354-14

HSBC Bank USA, National Association, as Trustee for Wells Fargo Home Mortgage Asset-Backed Securities 2007-M04 Trust, Mortgage Asset-Backed Certificates vs. Shelby L. Staaf

Amount Due: \$49,160.78

Shelby L. Staaf, owner(s) of property situated in ERIE CITY, 6TH WARD, Erie County, Pennsylvania being 1322 West 31st Street, Erie, PA 16508-1416

Dimensions: 40 x 100

Acreage: 0.0918

Assessment Map number: 19062023022900

Assessed Value: \$82,540

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

July 4, 11, 18

SALE NO. 21

Ex. #13493 of 2013

Wells Fargo Bank, N.A., Plaintiff

v.

Joan E. Thomas a/k/a Joan

Thomas, Defendant(s)

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 13493-13

Wells Fargo Bank, N.A. vs. Joan E. Thomas a/k/a Joan Thomas

Amount Due: \$110,445.12

Joan E. Thomas a/k/a Joan Thomas, owner(s) of property situated in the TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 3510 Atlantic Avenue, Erie, PA 16506-3516

Dimensions: 50 X 172.50

Acreage: 0.1980

Assessment Map number: 33074318001200

Assessed Value: \$100,00

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

July 4, 11, 18

SALE NO. 22

Ex. #18356 of 2014

Wells Fargo Bank, N.A., Plaintiff

v.

Stephanie A. Weaver a/k/a

Stephanie Weaver

Timothy P. Weaver a/k/a Timothy Weaver, Defendant(s)

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 18356-14

Wells Fargo Bank, N.A. vs. Stephanie A. Weaver a/k/a Stephanie Weaver, Timothy P.

Weaver a/k/a Timothy Weaver

Amount Due: \$268,159.73

Stephanie A. Weaver a/k/a

Stephanie Weaver, and Timothy P. Weaver a/k/a Timothy Weaver

owner(s) of property situated in MILLCREEK TOWNSHIP, Erie County, Pennsylvania being 5958 Southland Drive, Erie, PA 16509-7820.

Dimensions: 100 x 150

Acreage: 0.3444

Assessment Map number: 33192628501900

Assessed Value: \$313,630

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

July 4, 11, 18

SALE NO. 23

Ex. #10732 of 2014

RBS CITIZENS, N.A., Plaintiff

v.

Dawn C. McCaffrey, Defendant

ADVERTISING DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the 4th Ward of the City of Erie, County of Erie and Commonwealth of Pennsylvania.

BEING KNOWN AS: 623 Walnut Street, Erie, PA 16502

PARCEL # (17) 4013-212

Improvements: Residential Dwelling.

Gregory Javardian, Esquire

Id. No. 55669

1310 Industrial Boulevard

1st Floor, Suite 101

Southampton, PA 18966

(215) 942-9690

July 4, 11, 18

SALE NO. 24

Ex. #10226 of 2014

Midfirst Bank, Plaintiff

v.

Claude Crenshaw and

Jeffrey A. Smith, Defendants

SHERIFF'S SALE

By virtue of a Writ of Execution No. 10226-14 MIDFIRST Bank, Plaintiff vs. CLAUDE CRENSHAW AND JEFFREY A.

SMITH, Defendants
Real Estate: 327 WEST 20TH STREET, ERIE, PA 16502
Municipality: City of Erie, Erie County, Pennsylvania
Dimensions: 130 x 33
See Deed Book 1505, Page 1522
Tax I.D. (19) 6001-211
Assessment: \$10,900. (Land)
\$52,000. (Bldg)
Improvement thereon: a residential dwelling house as identified above
Leon P. Haller, Esquire
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17104
(717) 234-4178

July 4, 11, 18

SALE NO. 25

Ex. #10514 of 2014

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, PLAINTIFF

v.

**STACIE L. MAJCZYK, DEFENDANT(S)
LEGAL NOTICE**

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

BEGINNING at a point in the south line of Second Street, two hundred forty-nine (249) feet east of the east line of Parade Street;

THENCE southwardly, parallel with Parade Street, one hundred fifty-nine (159) feet to an alley; THENCE eastwardly, along said alley, thirty-three (33) feet to a point;

THENCE northwardly, parallel with Parade Street, one hundred fifty-nine (159) feet to the south line of Second Street;

THENCE westwardly, along the south line of Second Street, thirty-three (33) feet to the place of beginning.

HAVING erected thereon a frame dwelling house, commonly known as 427 East 2nd Street, Erie, PA 16507. TAX ID#: (14) 1015-217.

THE within conveyance is subject to all restrictions, easements, rights-

of-way, building lines, leases and oil & gas leases of record and to all easements and rights-of-way visible and discoverable upon an inspection of the premises.

OIL AND GAS EXCEPTION: Oil and gas and minerals and all rights incident to the extraction or development of oil and gas or minerals heretofore conveyed, leased, excepted or reserved by instruments of record.

BEING THE SAME PREMISES WHICH Bayfront East Side Taskforce, Inc. by deed dated 11/16/01 and recorded in Erie County Record book 829 Page 267, granted and conveyed unto Stacie L. Majczyk

TO BE SOLD AS THE PROPERTY OF STACIE L. MAJCZYK ON JUDGMENT NO. 2014-10514

Leon P. Haller, Esquire
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

July 4, 11, 18

SALE NO. 26

Ex. #10516 of 2014

U.S. Bank National Association, as Trustee for the Pennsylvania Housing Finance Agency, Plaintiff

v.

**Bryan J. Watters, Defendant
SHERIFF'S SALE**

By virtue of a Writ of Execution No. 2014-10516 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. BRYAN J. WATTERS, Defendant Real Estate: 831 RICE AVENUE, GIRARD, PA 16417

Municipality: Borough of Girard, Erie County, Pennsylvania
See Deed Book 1336, Page 1547
Tax I.D. (23) 4-18-9

Assessment: \$15,000. (Land)
\$70,590. (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

July 4, 11, 18

SALE NO. 27

Ex. #10269 of 2014

PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO, Plaintiff

v.

**DANIEL CLARK
MICHELE L. CLARK, Defendant(s)
DESCRIPTION**

All those certain lots or pieces of ground situated in Summit Township, County of Erie and Commonwealth of Pennsylvania, being known and numbered as Lots Number 363 and 364, Section 14, in the Alta Development Company's plan of lots called "Glenmar Gardens" as the same is recorded in the Recorder's Office of Erie County in Plan Book Volume 3, Pages 126-127, said lots being bounded and described as follows, to-wit:

BEGINNING at a point on the Southeasterly side of Lindbergh Avenue at the dividing line between lots number Three Hundred Sixty-Two (362) and Three Hundred Sixty-three (363) and extending along said Lindbergh Avenue in a Northeasterly direction a distance of Eighty (80) feet to the dividing line between lots number Three Hundred Sixty-four (364) and Three Hundred Sixty-five (365); thence extending along said dividing line in a Southeasterly direction a distance of One Hundred Twenty (120) feet to a line; thence extending along said line in a Southwesterly direction a distance of Eighty (80) feet to the dividing line between lots number Three Hundred Sixty-two (362) and Three Hundred Sixty-three (363); thence extending along said dividing line in a Northwesterly direction a distance of One Hundred Twenty (120) feet to Lindbergh Avenue at the point of beginning. PROPERTY ADDRESS: 115 Brent Avenue, Erie, PA 16509
KML Law Group, P.C.

Attorney for Plaintiff
Suite 5000 - BNY Independence
Center, 701 Market Street
Philadelphia, PA 19106
(215) 627-1322

July 4, 11, 18

SALE NO. 28

Ex. #13590 of 2013
NATIONSTAR MORTGAGE
LLC D/B/A CHAMPION
MORTGAGE COMPANY,
Plaintiff

v.

LAURIE E. LEWIS-COSTELLO
as Executrix of the Estate of
DIANE E. LEWIS, Deceased,
Defendant(s)

DESCRIPTION

ALL that certain piece or parcel of land situate in the Township of Millcreek, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit: BEING the north ninety-five (95) feet of Lot 34 in what is known as WESTWOOD ACRES SUBDIVISION of part of Tracts Nos. 281, 282, 313 and 314 as shown upon a map of said Subdivision, recorded in the Office of the Recorder of Deeds for Erie County in Map Book 3, pages 32 and 33; and being further bounded and described as follows, to-wit:

COMMENCING at a point in the south line of Crystal Drive, said point being seventy-five (75) feet east from the intersection of the said south line of Crystal Drive, with the east line of Westwood Drive; Thence southwardly and parallel with Westwood Drive ninety-five (95) feet to a point; Thence eastwardly and parallel with Crystal Drive seventy-five (75) feet to a point; Thence northwardly and parallel with Westwood Drive ninety-five (95) feet to a point; Thence westwardly along the south line of Crystal Drive seventy-five (75) feet to the place of beginning. Tax Index Number (33) 39-141-2.01
PROPERTY ADDRESS: 5037 Crystal Drive, Erie, PA 16505
KML Law Group, P. C.

Attorney for Plaintiff
Suite 5000 - BNY Independence
Center, 701 Market Street

Philadelphia, PA 19106
(215) 627-1322

July 4, 11, 18

SALE NO. 29

Ex. #11750 of 2013

NATIONSTAR MORTGAGE,
LLC, D/B/A CHAMPION
MORTGAGE COMPANY,
Plaintiff

v.

PATRICIA BUCHNA, Solely in
Her Capacity as Heir of Roger
J. Lusk, Deceased and The
Unknown Heirs of Roger J. Lusk,
Deceased, Defendant(s)

DESCRIPTION

ALL THAT CERTAIN Unit designated as Unit No. 6, being a Unit in the Woodridge Place situate in the Township of Millcreek, County of Erie, Pennsylvania, which Unit is the same as designated in the Declaration of Condominium for Woodridge Place dated November 24, 1981 and recorded in the Recorder's Office of Erie County, Pennsylvania in Deed Book Volume 1440, Page 463, and the Plats and Plans recorded therewith in Plan Book Volume 22, Page 50.

TOGETHER with an undivided 5.88% interest of, in and to the Common Elements as more fully set forth in the Declaration.

UNDER AND SUBJECT to the terms and conditions, restrictions, reservations and easements as set forth in the Declaration of Condominium for Woodridge Place recording in the Recorder's Office of Erie County, Pennsylvania in Deed Book Volume 1440, Page 463, as amended in Amendment No. 1 recorded in Erie County Deed Book 1446, Page 530; and any additional amendments subsequently placed of record; and in the Plats and Plans for the Condominium recorded in the Recorder's Office of Erie County, Pennsylvania in Plan Book Volume 22, Page 50; and any additional amendments subsequently placed of record.

PARCEL NO.: 33-084-392.0-001.52

PROPERTY ADDRESS: 3653 Bellaire Drive, Erie, PA 16506
KML Law Group, P.C.

Attorney for Plaintiff
Suite 5000 - BNY Independence
Center, 701 Market Street
Philadelphia, PA 19106
(215) 627-1322

July 4, 11, 18

SALE NO. 30

Ex. #10112 of 2014
DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS
TRUSTEE, ON BEHALF OF
THE CERTIFICATEHOLDERS
OF THE CDC MORTGAGE
CAPITAL TRUST, 2004-HE1,
MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2004-
HE1, Plaintiff

v.

MARY JO STIDHAM as
Executrix of the ESTATE OF
HANNAH NICKELL, Deceased,
Defendant(s)

DESCRIPTION

ALL that certain piece or parcel of land lying and being situated in Tract 30, of Greenfield Township, Erie County, Pennsylvania, and being more particularly bounded and described as follows, to wit:

BEGINNING at a point on the center line of the Wilson Road, said point being three thousand four hundred seventy (3470) feet from the center line of the Ashton Road; thence continuing along said center line south, eighty one degrees, thirty nine minutes (81 degrees 39 minutes) west, four hundred thirteen and no tenths (413.0) feet to a point, thence north no degrees, forty minutes (0 degrees 40 minutes) west, one thousand one hundred thirty and nine tenths (1,130.9) feet to a point; thence south eighty six degrees, thirty five minutes (86 degrees 35 minutes) east four hundred twelve and no tenths (412.0) feet to a point; thence south no degrees, forty minutes (0 degrees 40 minutes) east, one thousand fifty six and no tenths (1,056.0) feet to the place of beginning CONTAINING ten and three tenths (10.3) acres of land, being the same more or less.

TOGETHER with all and singular the rights, liberties, privileges, hereditaments, improvements, and appurtenances, whatsoever thereto

belonging, and the reversions and remainders, rents, issues and profits thereof, and also, all the estate and interest whatsoever of the said party of the first part, in law or equity, of, in, to or out of the same.
PROPERTY ADDRESS: 11880 Wilson 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

July 4, 11, 18

SALE NO. 31

Ex. #10088 of 2014
Nationstar Mortgage LLC f/k/a Centex Home Equity Company, LLC
v.
Robert A. Smith and Amy B. Smith
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10088-14 Nationstar Mortgage LLC f/k/a Centex Home Equity Company. LLC vs. Robert A. Smith and Amy B. Smith, owners of property situated in Erie County, Pennsylvania being 10323 Clifton Drive, Lake City Borough, PA 16423

Assessment Map number: 28-009-009.0-014.00
Assessed Value figure: \$102,350.00
Improvement thereon: Residential Dwelling
 Robert W. Williams, Esquire
 1 E. Stow Road
 Marlton, NJ 08053
 (856) 482-1400

July 4, 11, 18

SALE NO. 33

Ex. #11098 of 2011
US Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2005-WF3, Plaintiff
v.
Michael A. Baumgratz
SHERIFF'S SALE

By virtue of a Writ of Execution file to No. 11098-11 US Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2005-WF3 v. Michael A. Baumgratz, owner(s) of property situated in the City of Erie,

County of Erie, Pennsylvania being 644 East 11th Street, Erie, PA 16503
 1100 SQ. ST. [sic]
Assessment Map Number: 15020032022900
Assessed Value figure: \$29,200.00
Improvement thereon: Single Family Dwelling
 Scott A. Dietterick, Esquire
 Zucker, Goldberg & Ackerman, LLC
 200 Sheffield Street, Suite 101
 Mountainside, NJ 07092
 (908) 233-8500

July 4, 11, 18

SALE NO. 34

Ex. #14369 of 2011
HSBC Bank USA, National Association, as Trustee for Wells Fargo Asset Securities Corporation Home Equity Asset-Backed Certificates, Series 2006-1
v.
Alice A. Huff
SHERIFF'S SALE

By virtue of a Writ of Execution file to No. 14369-11 HSBC Bank USA, National Association, as Trustee for Wells Fargo Asset Securities Corporation Home Equity Asset-Backed Certificates, Series 2006-1 v. Alice A. Huff, owner(s) of property situated in the City of Erie, County of Erie, Pennsylvania being 1020 East 24th Street, Erie, PA 16503

0.1333 acre
Assessment Map Number: 18050041012100
Assessed Value figure: 38,060.00
Improvement thereon: Single Family Dwelling.
 Scott A. Dietterick, Esquire
 Zucker, Goldberg & Ackerman, LLC
 200 Sheffield Street, Suite 101
 Mountainside, NJ 07092
 (908) 233-8500

July 4, 11, 18

SALE NO. 35

Ex. #10491 of 2013
Wells Fargo Bank, N.A.
v.
Annette D. Washam
Albert V. Lewis
SHERIFF'S SALE

By virtue of a Writ of Execution file to No. 10491-13, Wells Fargo Bank,

N.A. vs. Annette D. Washam; Albert V. Lewis, owner(s) of property situated in the City of Erie, County of Erie, Pennsylvania being 3028 Oakwood Street, Erie, PA 16508
 1,040 square feet
Assessment Map Number: 1906203210400
Assessed Value figure: 81,920.00
Improvement thereon: Single Family Dwelling
 Scott A. Dietterick, Esquire
 Zucker, Goldberg & Ackerman, LLC
 200 Sheffield Street, Suite 101
 Mountainside, NJ 07092
 (908) 233-8500

July 4, 11, 18

SALE NO. 36

Ex. #13917 of 2012
US Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2002-12
v.
Christopher A. McCall
SHERIFF'S SALE

By virtue of a Writ of Execution file to No. 13917-12 US Bank National Association, as Trustee for SASCO Mortgage Loan Trust 2002-12 vs. Christopher A. McCall, owner(s) of property situated in the Township of Millcreek, County of Erie, Pennsylvania being 4819 West Street, Erie, PA 16509-1745

Assessment Map Number: 33098420001500
Assessed Value figure: \$76,810.00
Improvement thereon: Single Family Dwelling
 Scott A. Dietterick, Esquire
 Zucker, Goldberg & Ackerman, LLC
 200 Sheffield Street, Suite 101
 Mountainside, NJ 07092
 (908) 233-8500

July 4, 11, 18

SALE NO. 37

Ex. #15032 of 2010
Wells Fargo Bank, NA
v.
Clay J. Mennecke
SHERIFF'S SALE

By virtue of a Writ of Execution file to No. 15032-10 Wells Fargo Bank, NA vs. Clay J. Mennecke, owner(s) of property situated in the Township of Conneaut, County of Erie, Pennsylvania being 11847 Pennside

Road, Albion, PA 16401
886 sq. feet.
Assessment Map Number:
04027069000100
Assessed Value figure: \$102,590.00
Improvement thereon: Single
Family Dwelling
Scott A. Dietterick, Esquire
Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street, Suite 101
Mountainside, NJ 07092
(908) 233-8500

July 4, 11, 18

SALE NO. 38

Ex. #10338 of 2013

Wells Fargo Bank, N.A.

v.

Jeremy J. Miller

SHERIFF'S SALE

By virtue of a Writ of Execution file to No. 10338-13 Wells Fargo Bank, N.A. vs. Jeremy J. Miller, owner(s) of property situated in the City of Erie, County of Erie, Pennsylvania being 628 East 31st Street, Erie, PA 16504-1217

1,614 square feet
Assessment Map Number:
18050066022900

Assessed Value figure: 91,240.00
Improvement thereon: Single
Family Dwelling

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

July 4, 11, 18

SALE NO. 39

Ex. #11885 of 2013

**Deutsche Bank National Trust
Company, as Trustee for FFMLT
Trust 2006-FF13, Mortgage
Pass-Through Certificates, Series
2006-FF13**

v.

Jay P. Plachta

SHERIFF'S SALE

By virtue of a Writ of Execution file to No. 2013-11885 Deutsche Bank National Trust Company, as Trustee for FFMLT Trust 2006-FF13, Mortgage Pass-Through Certificates, Series 2006-FF13 vs. Jay P. Plachta, owner(s) of property situated in the Township of LeBoeuf, County of Erie, Pennsylvania being

15117 Willey Road, Union City, PA 16438-8543
1368 SQ. FT.
Assessment Map Number:
30022091000300
Assessed Value figure: \$85,200.00
Improvement thereon: Single
Family Dwelling
Scott A. Dietterick, Esquire
Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street, Suite 101
Mountainside, NJ 07092
(908) 233-8500

July 4, 11, 18

SALE NO. 40

Ex. #10798 of 2013

Wells Fargo Bank, N.A.

v.

Denise L. Swan

Herbert H. Swan

SHERIFF'S SALE

By virtue of a Writ of Execution file to No. 10798-13 Wells Fargo Bank, N.A. vs. Denise L. Swan, Herbert H. Swan; owner(s) of property situated in the Borough of North East, County of Erie, Pennsylvania being 90 Ackerman Lane, North East, PA 16428-1218

1384 sq. ft.
Assessment Map Number:
35008055001601

Assessed Value figure: \$117,100.00
Improvement thereon: Single
Family Dwelling
Scott A. Dietterick, Esquire
Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street, Suite 101
Mountainside, NJ 07092
(908) 233-8500

July 4, 11, 18

SALE NO. 41

Ex. #10236 of 2014

**Nationstar Mortgage LLC,
Plaintiff**

v.

**Susan E. Ellsworth, Defendant
SHORT DESCRIPTION**

By virtue of a Writ of Execution filed to No. 10236-14 Nationstar Mortgage LLC v. Susan E. Ellsworth, owner of property situated in the Township of Lawrence Park, Erie County, Pennsylvania being 837 Newton Avenue, Erie, Pennsylvania 16511.
Tax I.D. No. 29010049005000

Assessment: \$65,157.04
Improvements: Residential
Dwelling
McCabe, Weisberg and Conway, P.C.
123 South Broad Street, Suite 1400
Philadelphia, PA 19109
215-790-1010

July 4, 11, 18

SALE NO. 42

Ex. #10006 of 2013

**LSF8 Master Participation Trust,
Plaintiff**

v.

Dawn M. Feller, Defendant

SHORT DESCRIPTION

By virtue of a Writ of Execution filed to No. 10006-14 LSF8 Master Participation Trust v. Dawn M. Feller, owners of property situated in the Township of Venango, Erie County, Pennsylvania being 14280 Weeks Valley Road, Wattsburg, Pennsylvania 16442.

Tax I.D. No. 44-012-030.0-005.00
Assessment: \$173,668.71

Improvements: Residential
Dwelling
McCabe, Weisberg and Conway, P.C.
123 South Broad Street, Suite 1400
Philadelphia, PA 19109
215-790-1010

July 4, 11, 18

SALE NO. 43

Ex. #13598 of 2013

EverBank, Plaintiff

v.

Stephanie Hosack and

Harold G. Hosack, Defendant

SHORT DESCRIPTION

By virtue of a Writ of Execution filed to No. 13598-13 EverBank v. Stephanie Hosack and Harold G. Hosack, owners of property situated in the Township of Albion, Erie County, Pennsylvania being 12 Elk Street, Albion, Pennsylvania 16401.
Tax I.D. No. 01004026000600
Assessment: \$106,284.08

Improvements: Residential
Dwelling
McCabe, Weisberg and Conway, P.C.
123 South Broad Street, Suite 1400
Philadelphia, PA 19109
215-790-1010

July 4, 11, 18



RVM's Director of Forensics, Greg Cancilla, was recently named Best Individual Expert Witness in Technology for Litigation Support by the *New York Law Journal* Reader Rankings Survey. Greg has performed countless digital forensic investigations and has been called to offer expert testimonies in numerous cases, one of which rendered the largest single plaintiff verdict in the State of Ohio's history - *Ronald Luri v. Republic Services, Inc., et al.*



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FIRST PUBLICATION

**DISTEFANO, KATHRYN, a/k/a
KATHRYN B. DISTEFANO,
a/k/a SUE DISTEFANO,
deceased**

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

Administrator c.t.a.: Kristiana D. Routh, 228 Hemlock Dr., Girard, PA 16417

Attorney: None

**ESTELA, WILLIAM B.,
deceased**

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

Co-Administrators: Tina A. Estela and Edgar Estela, 21 Henry Ave., Babylon, NY 11702
Attorney: None

**FILUTZE, PATRICIA L.,
deceased**

Late of Fairview Township, County of Erie and Commonwealth of Pennsylvania

Executor: Patrick J. Filutze
Attorney: Thomas J. Minarcik, Esquire, Elderkin Law Firm, 150 East 8th Street, Erie, PA 16501

**NEUROH, BARBARA A.,
deceased**

Late of the Township of Millcreek, Erie County, PA
Executor: William E. Cleis, c/o 120 West Tenth Street, Erie, PA 16501

Attorney: Christine Hall McClure, Esquire, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**SMITH, BESSIE A., a/k/a
BESSIE ARLENE SMITH,
deceased**

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

Co-Administrators: Lawrence H. Smith and Leroy W. Smith, 3002 Edison Avenue, Erie, PA 16510
Attorney: None

**THOMAS, CHRISTINA L.,
deceased**

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

Co-Executors: Keith Thomas and Ericka Thomas, 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

**WOODWORTH, JUDITH,
deceased**

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

Executor: Edward L. Woodworth, 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

SECOND PUBLICATION

**CLEMENT, NORMA J., a/k/a
NORMA JEAN CLEMENT,
deceased**

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

Executrix: Debra A. Morrow
Attorney: Kenneth G. Vasil, Esquire, Elderkin Law Firm, 150 West 8th Street, Erie, PA 16501

**CRAFT, KATHY L., a/k/a
KATHY CRAFT,
deceased**

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

Executrix: Susan B. Mueller, 131 Olin Avenue, Girard, PA 16417

Attorney: James R. Steadman, Esq., 24 Main St. E., PO Box 87, Girard, PA 16417

**KENDIG, RONALD A., a/k/a
RONALD KENDIG,
deceased**

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

Executrix: Debbie J. Edwards, 2850 N. Creek Road, Girard, Pennsylvania 16417

Attorney: Grant M. Yochim, Esq., 24 Main St. E., PO Box 87, Girard, PA 16417

**METZLER, CATHERINE G.,
deceased**

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

Co-Executors: David A. Metzler and Cindy Ann Metzler

Attorney: Gery T. Nietupski, Esq., The Law Offices of Gery T. Nietupski, Esquire LLC, 818 State Street, Erie, Pennsylvania 16501

**NELSON, JUDITH K., a/k/a
JUDITH NELSON,
deceased**

Late of the Township of Millcreek, Erie County, Pennsylvania

Executor: Sebastian F. Randazzo, c/o Raymond A. Pagliari, Esq., 510 Cranberry Street, Suite 301, Erie, Pennsylvania 16507

Attorney: Raymond A. Pagliari, Esq., 510 Cranberry Street, Suite 301, Erie, Pennsylvania 16507

**NICHOLLS, FRANK E.,
deceased**

Late of the City of Cranesville,
County of Erie
Administrator: Diane Hall, c/o
Donald J. Rogala, Esq., 3131
Zimmerly Rd., Erie, PA 16506
Attorney: Donald J. Rogala, Esq.,
3131 Zimmerly Rd., Erie, PA
16506

**NORTON, DOROTHY Z.,
deceased**

Late of the City of Erie, County
of Erie, Pennsylvania
Executrix: Carol A. Banducci
and Henry Z. Norton, c/o 6350
Meadowrue Lane, Erie, PA
16505-1027
Attorney: Scott E. Miller, Esquire,
6350 Meadowrue Lane, Erie, PA
16505-1027

**PARRISH, REBECCA SUE,
a/k/a REBECCA S. PARRISH,
a/k/a BECKY PARRISH,
deceased**

Late of the Borough of
Wesleyville, County of Erie and
Commonwealth of Pennsylvania
Executrix: Susan J. Lytle, 3257
Falerno Way, San Jose, CA 95135
Attorney: None

**TYLER, IRENE CECILIA,
deceased**

Late of the City of Erie
Co-Executors: Margaret Ann
Rafferty and Robert G. Tyler
Attorney: Joseph M. Walsh, III,
Esq., Shapira, Hutzelman, Berlin,
Ely, Smith and Walsh, 305 West
6th Street, Erie, PA 16507

**WATSON, JANE T.,
deceased**

Late of the City of Erie, County
of Erie and Commonwealth of
Pennsylvania
Executor: Colleen Pamula,
c/o 504 State Street,
Suite 300, Erie, PA 16501
Attorney: Alan Natalie, Esquire,
504 State Street, Suite 300, Erie,
PA 16501

**WEBORG, WILLIAM R.,
deceased**

Late of the Township of Millcreek,
Erie County, Pennsylvania
Executor: Dawn L. Weborg, 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

THIRD PUBLICATION

**BARRON, BEATRICE L.,
deceased**

Late of the Township of
Millcreek, Commonwealth of
Pennsylvania
Executrix: Merridea Barron, 4668
Village Street, Erie, Pennsylvania
16506
Attorney: None

**BEARDSLEY, ANNETTE G.,
deceased**

Late of the Borough of North
East, Erie County, North East,
Pennsylvania
Executrix: Debra B. Meehl, 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

**BLANCHFIELD, GERALD
RICK,
deceased**

Late of Harborcreek
Township, County of Erie and
Commonwealth of Pennsylvania
Executrix: Julia A. Blanchfield
Attorney: Thomas J. Minarcik,
Esquire, Elderkin Law Firm, 150
East 8th Street, Erie, PA 16501

**JOHNSON, LILLIE PEARL
BELL,
deceased**

Late of the City of Erie,
Commonwealth of Pennsylvania
Administrators: Harry E. Johnson
and Richard A. Vendetti, c/o 3820
Liberty Street, Erie, Pennsylvania
16509
Attorney: Richard A. Vendetti,
Esq., Vendetti & Vendetti, 3820
Liberty Street, Erie, Pennsylvania
16509

**KENDALL, MARY M.,
deceased**

Late of the Township of
Millcreek, County of Erie and
Commonwealth of Pennsylvania
Executrix: Marilyn J. Kendall,
c/o 3305 Pittsburgh Avenue, Erie,
Pennsylvania 16508
Attorney: Darlene M. Vlahos,
Esquire, 3305 Pittsburgh Avenue,
Erie, Pennsylvania 16508

**KUKUDA, KEVIN T.,
deceased**

Late of Summit Township, Erie
County, Pennsylvania
Executor: John C. Kukuda, c/o
Bernard Stuczynski & Barnett,
234 West Sixth Street, Erie, PA
16507-1319
Attorney: Bruce W. Bernard,
Esquire, Bernard Stuczynski &
Barnett, 234 West Sixth Street,
Erie, PA 16507-1319

**LUCE, LAURA ELLEN,
deceased**

Late of the City of Erie, Erie
County, Pennsylvania
Administrator: Robert J. Luce,
c/o Adam E. Barnett, Esq., 234
West 6th Street, Erie, PA 16507
Attorney: Adam E. Barnett, Esq.,
Bernard Stuczynski & Barnett,
234 West 6th Street, Erie, PA
16507

**MOHNKERN, THEODORE E.,
deceased**

Late of Lawrence Park Township, County of Erie and Commonwealth of Pennsylvania
Co-Executors: Barbara J. Medwid and Carol A. Billig
Attorney: Thomas J. Minarcik, Esquire, Elderkin Law Firm, 150 East 8th Street, Erie, PA 16501

**RUSHIN, TRUDY,
deceased**

Late of the City of Erie, County of Erie and State of Pennsylvania
Executor: William F. McCarthy, 4117 Wood Street, Erie, PA 16509
Attorney: Edwin W. Smith, Esq., Shapira, Hutzelman, Berlin, Ely, Smith & Walsh, 305 West Sixth Street, Erie, PA 16507

**SCHMIDT, VIRGINIA F.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executrix: Jean M. Zollner, c/o Norman A. Stark, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorneys: Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Suite 300, 300 State Street, Erie, PA 16507

**SMITH, WILLIAM E.,
deceased**

Late of the City of Erie
Executrix: Renae McGlamery Briggs, c/o 731 French Street, Erie, PA 16501
Attorney: Angelo P. Arduini, Esquire, Arduini, Jewell and Karn, 731 French Street, Erie, PA 16501

**TAUB, ELEANOR I.,
deceased**

Late of the Township of Fairview, County of Erie, Commonwealth of Pennsylvania
Executor: Timothy G. Guzek, 3525 Anne Marie Drive, Erie, PA 16506
Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**VOLGSTADT, GERALD A., II,
a/k/a GERALD ALBERT
VOLGSTADT, II,
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania
Administratrix C.T.A.: Barbara L. Volgstadt, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508
Attorney: Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

**WAGNER, RALPH A., JR.,
deceased**

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

**YANKO, MARY, a/k/a
MARY ANN YANKO,
deceased**

Late of Fairview Township, Erie County
Executor: Roberta Lewis, 10181 Dutch Road, Waterford, Pennsylvania 16441
Attorney: John Mir, Esquire, 2530 Village Common Dr., Suite B, Erie, Pennsylvania 16506



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CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

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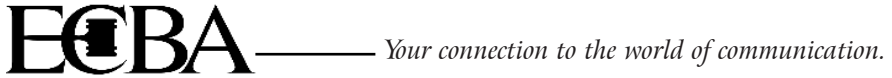
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