

# *Erie County Legal Journal*

Vol. 98 No. 40

October 2, 2015



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**In the United States Bankruptcy Court for the Western District of Pennsylvania  
In re Lybrook**

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# Erie County Legal Journal

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

Managing Editor: Heidi M. Weismiller

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

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# Erie County Bar Association

## Calendar of Events and Seminars

### TUESDAY, OCTOBER 6, 2015

ECBA Live Lunch-n-Learn Seminar  
*Judicial Interview of the Child*

12:15 p.m. - 2:15 p.m. (registration/lunch - 11:45 a.m.)

\$90 (ECBA member/non-attorney staff)

\$116 (nonmember)

\$60 (member judge not needing CLE)

2 hours substantive

### TUESDAY, OCTOBER 6, 2015

Senior Lawyers Division Event

A Day in Cook Forest

at Jack Gornall's Barefoot Cabin

### SATURDAY, OCTOBER 24, 2015

Young Lawyers Division Event

Erie & Crawford County Young Lawyers  
at the Voodoo Brewery

### WEDNESDAY, OCTOBER 28, 2015

ECBA Live Lunch-n-Learn Seminar  
*Current Issues in Sentencing*

12:15 p.m. - 2:15 p.m. (registration/lunch - 11:45 a.m.)

\$90 (ECBA member/non-attorney staff)

\$116 (nonmember)

\$60 (member judge not needing CLE)

2 hours substantive

### WEDNESDAY, OCTOBER 28, 2015

ECBA Live Seminar

*Applied Forensic Science for Litigators*

2:30 p.m. - 4:30 p.m.

\$90 (ECBA member/non-attorney staff)

\$116 (nonmember)

\$60 (member judge not needing CLE)

2 hours substantive

### FRIDAY, NOVEMBER 6, 2015

Annual Admission Ceremonies

Court of Common Pleas - 11:00 a.m. - Courtroom H

Federal - 1:00 p.m.

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



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**NOTICE - POSITIONS AVAILABLE 2016**

The Erie County Court of Common Pleas has twenty-five (25) contract positions available for attorneys to provide representation for indigent criminal defendants (adult & juvenile), indigent criminal defendants in PCRA's, homicide defendants, and parents and/or children in dependency and IVT cases, as well as Guardian Ad Litem.

The breakdown of available positions for 2016 is as follows:

	<u>Contract Amt.</u>
Indigent criminal defendants - Adult	5 positions
Indigent criminal defendants - Homicide	4 positions
Indigent criminal defendants - Juvenile	3 positions
Dependency/IVT Hearings	7 positions
PCRAs	1 position
Guardian Ad Litem	4 positions
Coordinating Guardian Ad Litem	1 position

All contracts may be reviewed in the Court Administrators Office. Please direct all letters of interest and/or resume to Peter E. Freed, District Court Administrator. Please be sure to specify which position or positions you are interested in applying for.

**DEADLINE: November 6, 2015**

In order to be considered for the 2016 contract year, all Attorneys currently under contract must reapply by the deadline date above.

Oct. 2, 9

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

**MOTION COURT DATES FOR JUDGE THOMAS P. AGRESTI  
ERIE AND PITTSBURGH DIVISION CASES**

**OCTOBER 2015 NOTICE**

The following is a list of ***October 2015, November 2015, and December 2015*** 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 and Pittsburgh Divisions 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](http://www.pawb.uscourts.gov). ***The motions will be heard in the Erie Bankruptcy Courtroom, U.S. Courthouse, 17 South Park Row, Erie, PA 16501 and Courtroom C, 54th Floor, U.S. Steel Building, 600 Grant Street, Pittsburgh, PA 15219.***

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 Bankruptcy Rules* and the Judge's procedures, 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 CHAPTERS 13 & 12 MOTIONS ON:**

Wednesday, October 14, 2015	9:30 a.m.: Open for all Erie & Pittsburgh Ch. 13 matters
Friday, November 13, 2015	10:00 a.m.: Open for all Erie & Pittsburgh Ch. 13 matters
Monday, December 7, 2015	10:30 a.m.: Open for all Erie & Pittsburgh Ch. 13 matters
Monday, December 21, 2015	11:00 a.m.: Ch. 13 Sale, Financing and Extend/Impose Stay and Ch. 12 matters at this time, only
	11:30 a.m.: Open for all Erie & Pittsburgh Ch. 13 matters

**NOTE: Judge Agresti will be conducting Erie and Pittsburgh Ch. 13 & Ch. 12 hearings in the morning, only.**

**SCHEDULE CHAPTERS 11 & 7 MOTIONS ON:**

<del>Thursday, October 8, 2015*</del>	9:30 a.m.: Open for all Erie & Pittsburgh Ch. 11 matters
Thursday, October 15, 2015**	10:00 a.m.: Open for all Erie & Pittsburgh Ch. 11 matters
Thursday, October 29, 2015	– Ch. 11 Sale motions at this time, only
Thursday, November 5, 2015	10:30 a.m.: Open for all Erie & Pittsburgh Ch. 7 matters
Thursday, November 19, 2015	11:00 a.m.: Open for all Erie & Pittsburgh Ch. 7 matters**
Friday, December 18, 2015	11:30 a.m.: Ch. 7 Sale motions at this time, only

\* Thursday, October 8, 2015 is no longer available for self-scheduling

\*\* Thursday, October 15, 2015 is now available for self-scheduling

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

**NOTE: Beginning with the June 4, 2015 hearings, Judge Agresti will be conducting Erie and Pittsburgh Ch. 11 & Ch. 7 hearings in the morning. Please select the above times, only.**

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

Michael R. Rhodes  
Clerk of Court

Oct. 2

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## TWO BACK-TO-BACK CRIMINAL PRACTICE SEMINARS

OCTOBER 28, 2015

SHERATON ERIE BAYFRONT HOTEL

11:45 A.M. - 12:15 P.M. - REGISTRATION/LUNCH

### Current Issues in Sentencing - 12:15 p.m. - 2:15 p.m.

Speaker:

**Robert J. Catalde, Esquire**

Clerk of Courts

This seminar has been approved by the PA CLE Board for **2 hours substantive credits**.

Cost: \$90 (ECBA member/non-attorney staff)  
\$116 (nonmember)  
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As the attorney overseeing the Clerk of Courts Office, Bob Catalde is in the unique situation of processing every sentence handed down in Erie County.

During his 22 years of service, he has assisted in solving sentencing issues related to a myriad of topics. His practical experience of working closely with the Courts, Magisterial District Judges, County and State Probation/Parole, the County prison, and the State Department of Corrections equips him with an informed perspective on real sentencing issues affecting all criminal law practitioners.

This seminar will discuss current topics as well as provide an overview of state and local practices that will benefit everyone in attendance.

### Applied Forensic Science for Litigators - 2:30 p.m. - 4:30 p.m.

Speaker:

**Ted Yeshion, Ph.D.**

Professor of Forensic Science  
Department of Political Science  
and Criminal Justice  
Edinboro University

This seminar has been approved by the PA CLE Board for **2 hours substantive credits**.

Cost: \$90 (ECBA member/non-attorney staff)  
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This presentation explores the proven values and possible pitfalls of forensic evidence by covering essential basics such as the categories of evidence as well as specific examples of evidence commonly encountered in criminal cases (Hair, Body Fluid Stains, DNA, Firearms Identification, GSR, etc.). Legal proceedings can be affected by the National Academy of Sciences' current stand on some forensic disciplines, and Dr. Ted Yeshion discusses guidelines on how to best prepare for such cases. A question and answer session will follow the presentation.

Following the seminar, join fellow attendees at the Sheraton's Bar on the first floor.  
(cash bar)

***Reservations due to the ECBA office by Thursday, Oct. 22.***

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IN RE: ERICA LYBROOK, Debtor

JOHN C. MELARAGNO, TRUSTEE, Plaintiff

v.

ERICA LYBROOK, Defendant

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

Case No. 14-10236-TPA Adv. No. 14-1060, Chapter 7

Related to Doc. No. 1

Appearances: John C. Melaragno, Esq., Chapter 7 Trustee, Plaintiff  
Tina M. Fryling, Esq., for the Defendant

**MEMORANDUM OPINION**

On March 2, 2014, the Debtor, Erica Lybrook, filed a voluntary Petition under Chapter 7 of the Bankruptcy Code. Currently before the Court is a ***Complaint to Determine Dischargeability of Debt*** (“Complaint”) filed by Plaintiff, Atty. John C. Melaragno, Chapter 7 Trustee (“Trustee”). The Complaint seeks to deny the Debtor a discharge under *11 U.S.C. §727(a)(2)* for allegedly transferring property with intent to hinder, delay or defraud creditors, and pursuant to *§727(a)(4)*, for allegedly making a false oath or account in connection with the bankruptcy case.<sup>1</sup> Following trial on the *Complaint*, the Parties filed their post-trial briefs and, having considered all the evidence and the respective arguments, for the reasons stated below, the Court finds that the Trustee has met his burden of proving the elements of *Sections 727(a)(4)(A)*, and therefore, the Debtor’s discharge will be denied on that basis.<sup>2</sup>

**FACTS**

The Debtor was formerly known as Erica Eliason. On July 2, 2011, the Debtor and Shane Lybrook, Sr. (“Shane”)<sup>3</sup> were married and at that time she adopted her current name. For convenience, the Debtor and Shane are sometimes referred to collectively in this *Opinion* as “the Lybrooks” with regard to events occurring after the date of their marriage. The facts that are relevant for the Court’s decision can best be understood if broken down to correspond to the two grounds on which the Trustee is objecting to discharge.

*(A) As Relevant to Section 727(a)(2)*

The Trustee bases his *Section 727(a)(2)* objection to discharge claim on a series of transactions involving the Debtor and Shane that occurred during the three-year period prior

<sup>1</sup> It should be noted that the Complaint also includes counts objecting to discharge pursuant to *11 U.S.C. §§727(a)(3)* and *727(a)(5)*. The Trustee, however, did not address those provisions in his pretrial narrative statement, or at trial, or in his post-trial brief, and therefore the Court presumes he has abandoned these alternative theories.

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

<sup>3</sup> On October 13, 2010, Shane Lybrook, Sr. filed his own Chapter 7 Bankruptcy at Case No. 10-11872. The Court takes judicial notice of the records in that case indicating it was identified as a “no asset” case on January 20, 2011, with Shane being discharged and the case closed on March 22, 2011.



to the Debtor's bankruptcy filing. The Trustee contends that through the means of these transactions, which involved real property and motor vehicles, the Debtor intentionally and systematically acted to transfer assets in which she held an interest into the sole ownership of Shane in order to shield them from her creditors.

Beginning with the real estate transactions, on June 1, 2010, the Debtor and Shane entered into Articles of Agreement for the Sale of Real Estate ("Land Contract") for the purchase of 9797 Mark Road, Erie PA ("Mark Road Property") for a price of \$60,000. The record is not clear as to how they were to take title to the Mark Road Property. Under the Land Contract, the Debtor and Shane agreed to pay equal monthly installments of \$500 per month for the first year, with a balloon payment of the \$54,000 balance due on June 1, 2011.

On March 10, 2011, the Mark Road Property was destroyed by fire and declared a total loss. As a result of the fire, the property insurer paid the following amounts: (a) \$55,000 to the Seller under the terms of the Land Contract; (b) \$102,500 to the Debtor and Shane for the balance of the structure loss; and, (c) \$72,607.01 to the Debtor and Shane for personal property loss, the majority of which was attributable to personal property owned by the Debtor individually. On June 24, 2011, the Debtor and Shane sold the Mark Road Property for \$15,000.

On May 6, 2011, the Debtor and Shane purchased 8571 Lake Pleasant Rd., Erie, PA for \$114,502.50, paid in cash at the time of the closing ("Lake Pleasant Road Property). Again, this was prior to their marriage and the record is not entirely clear as to how title to the Lake Pleasant Road Property was held, though the Parties have stipulated it was "jointly purchased." On April 20, 2012, Shane individually borrowed \$32,250 from General Electric Federal Credit Union, ostensibly for the construction of a garage, secured by a mortgage on the Lake Pleasant Road Property. A portion of the loan proceeds were paid to a contractor to build a garage. He completed the framing but never finished the garage. Eventually, the Lybrooks initiated criminal proceedings against the contractor for his failure to complete the garage and a \$5,000 restitution order against him was ultimately entered in their favor.

On January 31, 2013, the Lybrooks sold the Lake Pleasant Road property for \$123,000, receiving \$79,988.10 in net proceeds after satisfaction of the General Electric Federal Credit Union mortgage and payment of closing costs. Thereafter, on March 25, 2013, Shane, individually, purchased 2326 Victory Drive, Erie, PA ("Victory Drive Property") for \$142,000. He financed \$115,588 of the purchase price for the Victory Drive Property and, after application of a \$1,000 deposit he had made and a \$5,000 seller's assistance, he was required to bring \$28,218.61 to the closing to complete the transaction. The source of funds used by Shane for both the deposit and the closing was the Lybrook's joint bank account into which the net proceeds from the sale of the Lake Pleasant Property had been placed. The Parties have stipulated that the Victory Drive Property transaction thus amounted to a transfer of assets from the Debtor to Shane of \$14,609  $((\$1000 + \$28,218) \div 2)$ .

Regarding the vehicle transactions, on April 26, 2011, the Debtor and Shane jointly purchased a 2004 Mazda RX-8 ("Mazda") for \$12,938.50. On May 7, 2012, Shane purchased a 2012 Chrysler Town and Country ("Chrysler") financed through Ally Bank and titled solely in his name. On February 4, 2013, Shane satisfied Ally Bank's lien on the Chrysler by paying \$27,581.06, which he obtained from the net sale proceeds of the Lake Pleasant Road Property retained in the couple's joint bank account.

On March 29, 2013, the Mazda was traded in for a 2013 Dodge Ram Truck leased in Shane's name only. The trade-in value of the Mazda in this transaction was \$7,600. On September 7, 2013, Shane traded the Chrysler for a 2007 Mercury Mountaineer ("Mercury") titled jointly in the name of the Lybrooks. On January 18, 2014, the Mercury was traded in for a 2014 Jeep Cherokee leased in Shane's name only.

The Trustee argues that the record clearly demonstrates that the Debtor caused or knowingly permitted \$17,590.53 of her assets to be transferred to Shane as a result of these vehicle transactions. This amount is comprised of one-half of the \$27,581.06 loan payoff to Ally Bank for the Chrysler and one-half of the \$7,600 trade in value on the Mazda.

In total, as an aggregate result of the real estate sales and vehicle transactions outlined above, the Trustee contends that during the relevant period of time the Debtor transferred at least a total of \$32,199.53 to Shane with the intent to hinder, delay or defraud creditors by effectively converting that value of jointly held property into individual property of Shane.

*(B) As Relevant to Section 727(a)(4)*

Schedules A and B of the Debtor's Petition state that at the time of her bankruptcy filing she did not own any real property, furs or jewelry. She listed household goods and furnishings owned by her as having a total value of merely \$1,500. Her Schedule B indicated that she was not owed any tax refund nor did it disclose entitlement to any monies due as a result of a criminal restitution order.

According to the Debtor's Schedule F, the Debtor was faced with \$84,257 of unsecured debt at the time of filing. The Debtor's Statement of Financial Affairs ("SOFA") stated or declared that prior to filing, she did not transfer any assets and was not self-employed within the prescribed time periods. The Debtor signed and acknowledged her bankruptcy petition, declaring under oath and penalty of perjury that the information she provided was true and correct.

On April 2, 2014, the Section 341 Meeting of Creditors was held. At the 341 Meeting, the Debtor, while in the company of her attorney, testified in answer to questions posed to her by the Trustee as follows:

Q. Did you review the petition and schedules and do they accurately reflect all your assets and liabilities?

A. Yes.

Q. Did you sign the petition, schedules, statements, and related documents?

A. Yes.

Q. Did you read these documents before you signed them?

A. Yes.

Q. Are there any errors or omissions to bring to my or the Court's attention at this time?

A. No.

Q. In the **five years** prior to your Bankruptcy filing, did you give away, transfer, or sell any of your assets property to anyone? (emphasis added)

A. No.

Q. In the **ten years** prior to filing, did you transfer, sell or give away any real estate? (emphasis added)

A. No.

*Stipulation 39*. The Trustee contends that the Debtor made numerous false statements in her Schedules, SOFA, and at the Meeting of Creditors.

### **DISCUSSION**

The purpose of bankruptcy is to afford a debtor a “fresh start.” *Grogan v. Garner*, 498 U.S. 279, 286-87 (1991). Denial of a discharge should only occur in extreme circumstances and objections to discharge should be liberally construed in favor of the debtor. *Emerson v. Adalian*, (*In re Adalian*), 474 B.R. 150, 160 (Bankr. M.D. Pa. 2012). Nonetheless, a discharge is a privilege and not an absolute right and is meant only to discharge the honest, but unfortunate debtor. *Good v. Kantorik*, (*In re Kantorik*), 475 B.R. 233, (Bankr. W.D. Pa. 2012) (citing *The Cadle Co. v. Ogalin* (*In re Ogalin*), 303 B.R. 552, 557 (Bankr. D. Conn. 2004)). The Trustee, as the Plaintiff, bears the burden of proof, by a preponderance of the evidence, as to any objection to discharge he raises. *Fed.R.Bankr.P.4005*; *Melaragno v. Ciotti*, (*In re Ciotti*), 448 B.R. 694, 701 (Bankr. W.D. Pa 2011); *see also Grogan*, 498 U.S. 279 at 290.

As was indicated above, in this case the Trustee is objecting to discharge on two separate grounds. The relevant provisions of the Bankruptcy Code for purposes of the present case provide:

(a) The court shall grant the debtor a discharge, unless—

...

(2) the debtor, with intent to hinder, delay, or defraud a creditor or an officer of the estate charged with custody of property under this title, has transferred, removed, destroyed, mutilated, or concealed, or has permitted to be transferred, removed, destroyed, mutilated, or concealed—

(A) property of the debtor, within one year before the date of the filing of the petition;

...

(4) the debtor knowingly and fraudulently, in or in connection with the case--

(A) made a false oath or account;

*11 U.S.C. §§727(a)(2)(A) and (a)(4)(A)*. For purposes of this discussion, the Court will reverse the order of these provisions because it finds that a much clearer case has been made by the Trustee under *Section 727(a)(4)(A)*.

#### *False Oath or Account—Section 727(a)(4)(A)*

The purpose behind *Section 727(a)(4)(A)* is “to ensure that the debtor provides honest and reliable information to the trustee and others interested in the administration of the estate without their having to conduct costly investigations to discover the debtor’s true financial condition.” *In re Singh*, 433 B.R. 139, 154 (Bankr. E.D. Pa. 2010). To successfully challenge a debtor’s discharge under this provision, the objecting party must prove the following by a preponderance of the evidence:

- (1) the debtor made a statement under oath;
- (2) the statement was false;
- (3) the debtor knew the statement was false;
- (4) the debtor made the statement with the intent to deceive; and
- (5) the statement related materially to the bankruptcy case.

*Cadle Co. v. Zofko*, 380 B.R. 375, 382 (W.D. Pa. 2007). Each of these required elements will be examined in turn in light of the record evidence that has been presented.

With respect to the first element, the Trustee points to statements made by the Debtor in her bankruptcy Schedules and SOFA, as well as her testimony at the Section 341 Meeting of Creditors, as statements made under oath. A debtor's failure to list in her bankruptcy Schedules and SOFA all assets owned by her can constitute a false oath or account since these statements are made under oath. *Zofko* at 384; *Singh* at 154. A false oath may include a knowing and fraudulent omission, including omissions from the SOFA or Schedules. *In re Dolata*, 306 B.R. 97, 148 (Bankr. W.D. Pa. 2004). Statements made when one is testifying at a Section 341 Meeting of Creditors are made under oath and can therefore also serve as the basis for a denial of discharge under *Section 727(a)(4)(A)*. See, *Bielan, Miklos & Makrogiannis v. Vasquez*, 2010 WL 1644175 \*6 (Bankr. D. N.J. 2010). The first element is thus met.

The second element requires the Trustee to show the statements were false. Among the allegedly false statements under oath made by the Debtor that the Trustee points to are the following:<sup>4</sup>

- On Schedule B, Item No. 7, the Debtor indicated "NONE" for furs and jewelry when in fact at the relevant time she owned jewelry with a value of over \$8,500.
- On Schedule B, Item No. 21, the Debtor indicated "NONE" for contingent and unliquidated claims of every nature, including tax refunds, when in fact she was expecting a tax refund of \$10,207 at the time. She likewise indicated "NONE" for Item No. 18 which asked about other liquidated debts owed to her, including tax refunds.
- Debtor's Schedule B failed to set forth the \$5,000 criminal restitution order anywhere.
- On Schedule B, Item No. 2, dealing with checking, savings or other financial accounts, the Debtor listed one "PNC Checking account-joint with spouse," but failed to list two other joint accounts she had with Shane.
- Schedule B, Item No. 4, dealing with household goods and furnishings, states that the Debtor owned "Furniture, etc." with a total value of \$500, but upon questioning by the Trustee at trial, the Debtor identified household goods owned by her with a value of \$6,210.
- The Debtor's SOFA, Item No. 10 states that the Debtor did not make any transfers of property within the two years prior to filing for bankruptcy even though she had

<sup>4</sup> Each of the following "statements" is taken from the Schedules or SOFA filed on behalf of the Debtor and signed by her under penalty of perjury, or from the Debtor's sworn testimony at the Meeting of Creditors. The Debtor has not denied making any of the statements relied upon by the Trustee.

sold the Lake Pleasant Road Property, and traded in the Mazda and the Mercury. None of the transfers of funds from the Debtor during that time period to Shane and enabling him to make individual purchases, such as his purchase of the Victory Drive Property, were disclosed either.

- The Debtor's SOFA, Item No. 18 states that she was not involved in any self-employment or business ventures, either full or part time, within the six years preceding her bankruptcy filing, when in fact at trial she admitted she was involved in the business of selling "body wraps" in 2013 and babysitting from 2010 through May 2011.
- At the Section 341 Meeting of Creditors, the Trustee questioned the Debtor regarding whether in the preceding five years, she gave away, transferred, or sold any of her assets or property to anyone else and the Debtor answered "No" without equivocation.
- At the Section 341 Meeting of Creditors the Trustee also asked the Debtor whether in the ten years prior to her bankruptcy filing she had transferred, sold, or given away any real estate and she answered "No."

Each of the above represents a demonstrably false statement under oath made by the Debtor. Evidentiary support demonstrating that the foregoing statements were false at the time made is shown in and supported by the Stipulations of the Parties, the Debtor's trial testimony and the Exhibits submitted into evidence at trial by the Trustee. As such, the second element is clearly met.

Under the third element the Trustee must prove by a preponderance of the evidence that the debtor knew the statements were false. A statement is considered to have been made with knowledge of its falsity for discharge denial purposes if it was known by the Debtor to be false, was made without belief in its truth, or was made with reckless disregard for the truth. *In re Oakley*, 503 B.R. 407, 426 (Bankr. E.D. Pa. 2013).

The subjects of the false statements made by the Debtor in this case were not particularly complicated or esoteric. They all related to the sort of basic financial information concerning oneself that the ordinary person would reasonably be expected to instantly know about, at least in general terms, without even having to investigate or dig into records: whether or not one owns jewelry, whether or not one is due a large tax refund, whether or not one has recently transferred any real property, etc. The Court was able to observe the Debtor during her testimony at trial and found her to be a coherent and intelligent woman. There was certainly nothing in her manner or testimony that would cause the Court to believe she had any cognitive impairment or other condition that might call into question the expectation that she must have known she was making false statements. The Court thus finds that the third element has been met.

The fourth element the Trustee must preponderantly prove is that the Debtor made the false statements with the intent to deceive. This appears to be the crux of the matter, with the Debtor having offered up a variety of explanations as to why the false statements were not made with any intention to deceive.

First, as to the relevant legal standard to be applied, it is well-recognized that direct evidence of a debtor's fraudulent intent will seldom be forthcoming since the debtor will usually be the only person who can directly testify concerning her intent. Since a

debtor is unlikely to testify that her intent was fraudulent, courts are permitted to infer a fraudulent intent from all the facts and circumstances of a case. *In Re Oakley*, 503 B.R. 407, 426 (Bankr. E.D. Pa 2013) (quoting *In re Williamson*, 828 F.3d 249, 252 (4th Cir. 1987)). Such circumstances can include a pattern of nondisclosure and errors and the debtor's reckless indifference to the truth. *Zofko*, 380 B.R. at 384; *Oakley*, 503 B.R. at 426 (reckless indifference to the truth can be inferred from numerous errors and omissions in the bankruptcy Schedules or SOFA). The Court may also take into account the demeanor of the debtor when testifying at trial in assessing whether errors and omissions stemmed from reckless indifference or were inadvertent, honest mistakes. *Singh*, 433 B.R. at 159.

In applying this standard the Court finds as a starting point that the facts and circumstances are at least strongly suggestive of a fraudulent intent by the Debtor. The pervasive pattern of omissions and errors outlined previously goes well beyond what might be attributable to honest mistake and is hard to explain other than as the product of a deliberate attempt to deceive, or at the very least a reckless indifference to the truth, which is itself a sufficient basis to meet the fourth element.

At trial the Debtor attempted to portray the various false statements as merely mistakes, or misinterpretations by her as to the information she was being asked to provide. The Court does not find these explanations to be credible. To begin with, the Debtor's demeanor was troubling. From the very outset of her testimony she displayed a disrespectful, indignant, and sometimes flippant attitude in response to the Trustee's questioning that the Court found wholly inappropriate to the serious matter at hand. While the Court is keenly aware of the stressful position the Debtor was in, and makes allowance for that, it was nevertheless struck by the complete absence of any sign of remorse or chagrin that might be expected from someone who has innocently made numerous false statements under oath in a legal proceeding.

On a substantive level, none of the various explanations by the Debtor were convincing, and in some instances they were contradictory. For example, at one point in her testimony she tried to explain why she had not disclosed any jewelry personal property items on her Schedule B by saying that everything she had was a gift and she believed she only had to disclose those items she purchased herself. Later, however, she admitted having personally spent close to \$6,000 when buying herself the engagement ring that she failed to disclose. As another example, while acknowledging that the 2013 income tax return for her and Shane had been prepared on February 10, 2014, a mere 3 weeks prior to her bankruptcy filing, and that it indicated the Lybrooks would be receiving a tax refund of over \$10,000, the only reason she could provide for why she did not report that in her Schedule B when there were categories in the form specifically asking about tax refunds was that she did not know what the form meant. The Court finds such testimony wholly incredible. The Debtor also attempted to blame the chaos caused by the Mark Road Property fire as being responsible for her false statements. That fire, however, occurred more than three years prior to the bankruptcy filing and it appears the Debtor was fully and promptly compensated for her financial loss by insurance payments. The Court does not accept the fire as an excuse.

During her testimony the Debtor also tried to deflect questions from the Trustee by stating that she could not remember having reviewed the bankruptcy documents with her attorney before they were filed. The Court took this as an effort by the Debtor to suggest



that perhaps the documents had not been prepared accurately by the attorney, something for which it would be unfair to hold her responsible. Unfortunately for the Debtor, the Trustee was able to point out that she testified at the Meeting of Creditors that she had reviewed the documents before signing them, and that there were no errors or omissions in them that should be brought to the Court's attention. (The relevant testimony was previously quoted, *supra*). Moreover, even if the Court were to credit the Debtor's trial testimony to the effect that she did not review the documents before signing them, that would not help her because signing the documents without having reviewed them is in itself a false statement and evidence of a reckless indifference to the truth. *See, Dolata*, 306 B.R. at 149-50.

Yet another reason for the court's conclusion that the Debtor had an intent to deceive is the failure on her part to correct any of the omissions after they were pointed out to her. At the 341 Meeting of Creditors she was directly asked questions about transfers of property and she falsely denied that any such transfers had occurred in the time period specified by the Trustee. If her failure to report such transfers in the SOFA had truly been an inadvertent mistake, she thus had a perfect opportunity to correct the record when those very clear questions were asked of her, but she did not do so. She has also known since at least the time this adversary proceeding was filed that the Trustee was claiming that she had made false statements in her Schedules and SOFA, and she had to know there were false statements in those documents. Despite this knowledge, the Debtor has never sought to amend these documents to remove the false statements, which failure is itself evidence of a reckless disregard of the truth that is equivalent to fraudulent intent. *In re Dolata*, 308 B.R. 97, 155 (Bankr. W.D. Pa. 2004).

All of the relevant evidence<sup>5</sup> thus leads the Court to the conclusion that the false statements were not made innocently by the Debtor, but rather with an intent to deceive. The fourth element has thus been proven by the Trustee.

The final element under *Section 727(a)(4)(A)* is materiality. This requirement obviously is designed to screen out cases involving *de minimus*, trivial or completely irrelevant falsehoods that could otherwise cause a debtor to be denied a discharge. The test for materiality is "whether the subject matter of the false oath 'bears a relationship to the bankrupt's business transactions or estate, or concerns the discovery of assets, business dealings, or the existence and disposition of his property.'" *Zofko*, 380 B.R. at 383 (quoting *In re Chalk*, 748 F.2d 616 (11th Cir. 1984)). The omission of assets having even little value can be material, and proof of actual harm to creditors caused by the omission is not necessary. *Id.*

The Court has little trouble concluding that the false statements made by the Debtor in this case meet the standard of materiality. The Debtor has been proven to have failed to disclose assets with a total value in excess of \$20,000 (jewelry, household goods, tax

<sup>5</sup> The Court also notes that the Trustee introduced evidence at trial, without objection by the Debtor, that tended to show that the Debtor had made false representations to the Erie County Assistance Office in connection with benefits received by her under the "SNAP" program during the period from 2011 through 2014. These misrepresentations included the failure to identify a motor vehicle owned by a member of her household, failure to list a bank account that contained \$8,000 at the time, and indicating that information had not changed from a prior application, when in fact it had. By this evidence the Trustee apparently hoped to call into question the Debtor's general character for truthfulness or untruthfulness. *See, F.R.E. 608(b)*. Even though the Debtor did not object to this evidence, the Court has given it little weight, finding it only mildly probative on the issues presented in this case.

refund, restitution order, joint bank accounts). Her failure to disclose the transfers of real estate and motor vehicles implicated possible fraudulent transfer actions for the recovery of over \$30,000 in asset transfers from her to Shane. Her failure to disclose her self-employment business activities implicated the Trustee's ability to investigate her overall financial situation. *See, e.g., In re Strickland*, 350 B.R. 158, 165 (Bankr. D. Del. 2006) (business interest even of nominal value relates to debtor's business dealings and requires disclosure).

The Trustee having proven all required elements, the Debtor will be denied a discharge pursuant to 11 U.S.C. §727(a)(4)(A). The Court having so concluded could stop here without considering the alternative ground of *Section 727(a)(2)* advanced by the Trustee. *See, e.g., In re Gobindram*, 2014 WL 2809078 (Bankr. E.D.N.Y. 2014) (where court found that debtor should be denied discharge under *Section 727(a)(4)(A)*, it declined to rule on alternate *Section 727(a)(2)(A)* theory). Nevertheless, for the sake of completeness the Court will consider the alternative ground as well.

### ***Improper Transfer of Property–Section 727(a)(2)(A)***

To prevail on a cause of action under *Section 727(a)(2)(A)*, the Trustee must prove by a preponderance of the evidence:

- (1) a disposition of property, such as a transfer or concealment;
- (2) a subjective intent on the debtor's part to hinder, delay, or defraud one or more creditors or the bankruptcy trustee through the disposition; and,
- (3) that both the disposition and subjective intent occurred within one year before the petition date

*Ciotti*, 448 B.R. at 701 (citations omitted). Accordingly, a denial of a debtor's discharge under *Section 727(a)(2)(A)* requires both an act and an improper motive, such as a transfer of the debtor's property coupled with an actual intent to hinder, delay, or defraud creditors. *Id.* There is no concept of a "constructive" fraudulent transfer when applying this section. *Id.* As in the previous section of this *Opinion*, the Court will examine each of these elements, though in this instance for reasons of logical flow it will reverse the order of consideration of the second and third elements.

The Trustee must first identify a disposition of property, such as a transfer or concealment. He points to three such transfers, all made to Shane. Two of the transfers came from the Debtor's share of the proceeds from the sale of the Lake Pleasant Road Property: \$14,609 which Shane used to buy the Victory Drive Property and \$13,790.53 which he used to pay off the loan on the Chrysler. The third transfer identified by the Trustee is the Debtor's one-half share of the trade-in value of the Mazda, or \$3,800, which as indicated above was used by Shane to acquire a leased 2013 Dodge Ram truck. *See Trustee's Post-trial Brief* at 9. These all appear to qualify as "transfers" within the meaning of the statute, and the Debtor has not argued otherwise. The Court finds that the Trustee has met the first element under *Section 727(a)(2)(A)*.

The Court next turns to the third element, which requires the Trustee to show that both the disposition and a subjective intent to hinder, delay or defraud creditors occurred within



one year before the petition date. The key date for such inquiry, then, is March 2, 2013. It can quickly be seen that two of the three transfers identified by the Trustee occurred after that date, *i.e.*, Shane's purchase of the Victory Drive Property on March 25, 2013, using funds of the Debtor, and his trade-in of the Mazda on March 29, 2013. If the Trustee can show that those transfers were done with the subjective intent to hinder, delay or defraud creditors (something addressed below), the third element will have been met with respect to them. The third transfer identified by the Trustee, the payoff of the Chrysler loan, is more problematic for him because it occurred on February 4, 2013, more than one year prior to the Debtor's bankruptcy filing. Thus, unless the Trustee can provide some reason why this transfer should be considered even though it occurred outside the one-year window provided by the statute, the Court will disregard it in deciding whether the Trustee has proven his case under *Section 727(a)(2)*.

The Trustee seems to recognize this as a problem because in his post-trial brief he devotes some effort to highlighting that the Debtor concealed the existence of the transfers at issue, including the Chrysler payoff, by failing to disclose them in her SOFA and falsely answering questions at the 341 Meeting of Creditors, suggesting that because such concealment itself occurred after March 2, 2013, the explicit one-year statutory window for the occurrence of the disposition is thereby rendered nugatory. The Trustee, however, has provided no authority to support such a proposition, and after careful consideration the Court rejects it.

The Trustee's argument seems to be based on the fact that a concealment is one of the types of disposition enumerated in *Section 727(a)(2)*. However, it must be kept firmly in mind that the concealment contemplated by the statute is not just an amorphous, free-floating concept of hiding something, but the very specific act of a concealment of property of the Debtor. By her SOFA omissions and false statements at the Meeting of Creditors, the Debtor was not concealing property of the estate, because the property in question had already been transferred, she was concealing the transfers. That is not sufficient to trigger the statute. *See, Rosen v. Benzer*, 996 F.2d 1527, 1532 (3d Cir. 1993) (critical under the concealment provision of *Section 727(a)(2)* is whether there is concealment of property, not whether there is concealment of a transfer).

The Court's own research has indicated that the Third Circuit does recognize something called the "continuing concealment doctrine" in regard to actions under *Section 727(a)(2)*. *See, e.g., Rosen, supra*, and *In re Von Kiel*, 550 Fed. Appx. 105 (3d Cir. 2013). Under this doctrine, a concealment initiated prior to the one-year period but continuing into that period will fulfill the act requirement under the statute. This doctrine, for example, is intended to capture the situation where a debtor transfers title to property while secretly retaining the benefits of ownership in it. As the *Rosen* court stated:

In a situation involving a transfer of title coupled with retention of the benefits of ownership, there may, indeed, be a concealment of property. Where this is the case, however, the concealment is present not because retention of the benefits of ownership conceals the fact that the debtor no longer has legal title, but rather because the transfer of title represents to the world that the debtor has transferred away all his interest in the property while in reality he has retained some secret interest—a secret interest of which retention of the benefits of ownership may be

evidence. *A legally relevant concealment can exist, however, only if there is, in fact, some secret interest in the property retained by the debtor.*

*Id.* at 1532 (emphasis added, footnote omitted). In the present case the Trustee has produced no evidence tending to show that the Debtor retained any sort of secret interest in the Chrysler after the funds transferred by her to Shane were used to help pay it off. There was not even any evidence as to whether the Debtor regularly drove the vehicle or exercised any other traditional benefits of ownership. Thus, the continuing concealment doctrine does not apply here and the transfer of funds involving the Chrysler will not be further considered because it occurred outside the one-year statutory window.

Finally to be considered is the second element under which the Trustee must show that the Debtor subjectively intended to hinder, delay or defraud creditors by means of the two “surviving” transfers. As with the intent component discussed previously under *Section 727(a)(4)(A)*, it is highly unlikely there will ever be direct proof of a subjective intent to hinder, delay or defraud. For that reason, intent may be inferred through the use of circumstantial evidence or inferences drawn from a course of conduct by the debtor. *In re Roach*, 2014 WL 1884345 \*5 (Bankr. W.D. Pa. 2014). The Court may also consider the presence of certain “badges of fraud,” such as a close relationship between transferor and transferee, if the transfer was in anticipation of a pending suit, if the debtor was insolvent or in poor financial condition at the time, if all or substantially all of the debtor’s property was transferred, and if the debtor received inadequate consideration for the transfer. *Von Kiel*, 550 Fed. Appx. at 109.

The Court finds the subjective intent question to be a close one. There are certainly factors pointing toward the presence of a subjective intent here to hinder, delay or defraud creditors. The fact that the Debtor denied having made any transfers of assets in the five years preceding bankruptcy, and denied having made any transfers of real estate within the ten years preceding bankruptcy is troubling to the Court. While not strictly relevant to meet the required statutory elements under *Section 727(a)(2)*, for the reasons discussed above, such deception could certainly be explained by an improper subjective intent accompanying the transfers. There are also some badges of fraud present – the Debtor and Shane, the transferee, are in a very close relationship and the Debtor appears to have been in poor financial condition at the time the transfers were made.

On the other hand, there are also factors tending to show that the two transfers in question were simply made as part of the natural flow of the vagaries of the marital relationship of the Lybrooks, unaccompanied by any subjective intent on the part of the Debtor to thereby hinder, delay or defraud her creditors. For instance, if there really were some grand overall strategy to transfer assets of the Debtor into Shane’s individual ownership, it seems strange that once the Chrysler was paid off in February 2013<sup>6</sup> it would have been traded in September 2013 as part of the acquisition of the Mercury, which was held in joint title. That would be an inexplicable step backward in such plan.

<sup>6</sup> Even though the transfer of funds involved in the payoff of the Chrysler has been found to be excluded from consideration because it occurred more than one year prior to the bankruptcy filing, the Court believes the circumstances involving said transfer are relevant on the question of subjective intent because the Trustee has taken the position that all of the transfers were part of an overall plan or scheme. Additionally, the trade-in of the Chrysler for the jointly-owned Mercury did take place within one year of the filing.

The Trustee also raised questions about the sale of the Lake Pleasant Road Property and the subsequent purchase of the Victory Drive Property, arguing that it made no sense from a financial standpoint to do so, and that the only possible explanation why the Debtor would not have been placed on the deed to Victory Drive was because the sale and purchase were done to hinder creditors. The Debtor did provide an explanation for why the Lake Pleasant Road Property was sold, testifying that she and Shane were “living above their means” and could not keep up with the payments for the Chrysler and the home equity loan that Shane had taken out. She said the choice was to sell the house and take care of those obligations or run the risk of losing the house and the vehicle. The timing of events seems to bear this out; the Chrysler was paid off only a few days after the house was sold. The Debtor also provided another reason why the Lybrooks thought it made sense to acquire Victory Drive, pointing out that it was very close to where Shane’s ex-wife lives. Since he has partial custody of the children from that marriage it is much more convenient to live where they are now, with expenses related to the pick-up and drop-off of the children reduced. All in all, while perhaps the sale of the Lake Pleasant Road Property followed shortly thereafter by the purchase of Victory Drive was not the smartest economic move the Lybrooks could have made, the Debtor’s explanation as to why it was done is at least plausible.

As to why the Debtor is not on the deed to the Victory Drive Property, her explanation is that the Lybrooks had initially made a joint loan application with Liberty Mortgage but were not approved because of her low credit score. The Trustee seemed skeptical of that assertion, but he provided no evidence to the contrary. The Debtor also stated that the intent had been for her to be added to the deed after the closing had occurred,<sup>7</sup> but for some reason that was never done. Again, the Court finds the Debtor’s explanation in this regard to at least be plausible.

The Court would finally note that because of high debt the Debtor by her own admission had over an extended period of time, going back at least to 2008 when she was in a prior marriage, thought about the possibility of filing for bankruptcy. The actual triggering event for the filing, however, was the collection lawsuit that was filed against her for student loan debt by the National Collegiate Student Loan Trust in the Erie County Court of Common Pleas at No. 10115-14, with the bankruptcy filing being made only a few days later according to the Debtor.<sup>8</sup> All of the transfers relied upon by the Trustee pre-date the initiation of that lawsuit, which means they were not made in anticipation of any pending suit. That also weighs against a finding of a subjective intent to hinder, delay or defraud on the part of Debtor.

As indicated above, the question of the subjective intent element is a close one. The

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<sup>7</sup> The Trustee asks the Court to take judicial notice that where one spouse has bad credit and cannot secure a loan such that only the other spouse is on the note, it is nevertheless common for the spouse with bad credit to be named in and to execute the mortgage and deed right at the closing. *See*, Trustee’s Post-trial Brief at 12. This does not strike the Court as the type of “adjudicative fact” that should be the subject of judicial notice under *F.R.E. 201*. Furthermore, even if the Court were to take judicial notice that this is a “common practice,” as the Trustee requests, that would not rule out the possibility that the Lybrooks had chosen not to or could not follow that practice in this instance, perhaps due to advice of counsel or the policies of the lender.

<sup>8</sup> The exact date of the filing of the collection lawsuit was not disclosed at trial. The docket number for the case, as listed in the SOFA would indicate it was filed sometime in 2014, which given the date of the bankruptcy filing means it would have likely been filed in January or February 2014.

Trustee bears the burden of proof, by a preponderance of the evidence. The Court is unable to conclude that the Trustee has met that burden with respect to subjective intent, finding that under the evidence presented it is just as likely that the transfers involving the Victory Drive Property and the Mazda were innocently done for other reasons as that they were done with the intent to hinder, delay or defraud creditors. Hence, the Trustee having failed to meet his burden as to the second element, the Court finds in favor of the Debtor as to the claim of nondischargeability based on *Section 727(a)(2)(A)*.

### CONCLUSION

The Court recognizes that a denial of a debtor's discharge is a drastic remedy and a determination that must be strictly construed in favor of the debtor. *In re Hickman*, 2014 WL 348538 \*11 (Bankr. D. N.J. 2014). A complete denial of discharge is an "extreme step" that "should not be taken lightly." *Rosen*, 996 F.2d at 1531.

By the same token, notwithstanding the underlying goal of bankruptcy law to provide a fresh start, a discharge under *Section 727* is a privilege, not a right, and may be granted only to the honest debtor. *Hickman*, *id.* Where a debtor has been dishonest in her dealings with the Court, or her creditors, it may be appropriate to deny her discharge. This is necessarily so because the overwhelmingly large number of bankruptcy filings each year means the success of the bankruptcy process substantially depends upon and requires the complete and candid disclosure by a debtor of all of her assets, income, expenses and liabilities. *Oakley*, 503 B.R. at 424. For the system to work effectively, because exhaustive investigation of a debtor's financial condition by a third party is wholly unrealistic, the courts can accept nothing less. For this reason there is an expectation of honesty on the part of debtors because,

[t]he operation of the bankruptcy system depends on honest reporting. If debtors could omit assets at will, with the only penalty that they had to file an amended claim once caught, cheating would be altogether too attractive. The omission of assets may be a good reason to deny or revoke a discharge.

*Id.* (quoting *Payne v. Wood*, 775 F.2d 202 (7th Cir. 1985)).

It may seem unfair to deny this Debtor a discharge when no doubt other debtors have managed to go through bankruptcy and receive a discharge while being less than totally honest about their assets and financial dealings. The limitations of the system are such that it is impossible to detect every such instance. The best the Court can do is to examine those cases of this nature that do come to its attention and apply the standard the law requires. Unfortunately for this Debtor, her misstatements were discovered and she was called upon to account for them. Even recognizing the gravity of its action here, and giving the Debtor the benefit of any doubt, the sheer scope and magnitude of her misstatements simply cannot be overlooked if the Court is to do its duty. The Court can only hope that going forward the Debtor will learn a lesson from the consequences of her actions, and perhaps thereby gain some ultimate benefit. It is also hoped that the result here will deter others from succumbing to the temptation of dishonesty in their bankruptcy filings and representations.

For the reasons given, the Debtor will be denied a discharge pursuant to *11 U.S.C. §727(a)(4)(A)*.

An appropriate order follows.

**ORDER**

***AND NOW***, this ***23rd*** day of ***September, 2015***, pursuant to *Fed.R.Bankr.P. 7052* made applicable to this proceeding pursuant to *Fed.R.Bankr.P. 9014(c)*, and for the reasons stated in the *Memorandum Opinion* issued this date at Document No. 35, in Adversary No. 14-1060-TPA, which constitutes the Court's findings of fact and conclusions of law, it is hereby ***ORDERED, ADJUDGED and DECREED*** that pursuant to *11 U.S.C. §727(a)(2)(A)*, the Debtor's discharge is ***DENIED***.

**BY THE COURT:**

**/s/ THOMAS P. AGRESTI, JUDGE**

**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County Pennsylvania  
Docket No. 12694-15

IN RE: John David Cooper, Jr.

Notice is hereby given that on the 18th day of September, 2015 the Petition of John David Cooper, Jr. was filed with the above named Court, praying for a Decree changing his name to John Vanderbilt Williams. The court has fixed the 6th day of November, 2015 at 2:30 P.M. in Courtroom G, Room 222, before the Honorable Stephanie Domitrovich at the Erie County Court House, Erie, Pennsylvania as the time and place for the hearing on said petition, when and where all persons interested may appear and show cause, if any, why the prayer of the petitioner should not be granted.

Oct. 2

**FICTITIOUS NAME NOTICE**

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

**FICTITIOUS NAME**

1. Fictitious Name: Askins Cremation Funeral Services
2. Address of the principal place of business, including street and number: 8354 Wattsburg Road, Erie, PA 16509.
3. The real name(s) and address, including street and number, of the persons who are party to the registration: Christopher B. Askins, 8354 Wattsburg Road, Erie, PA 16509.
4. An Application for Registration of Fictitious Name under the Fictitious Names Act was filed on or about August 28, 2015 with the Pennsylvania Department of State.

Oct. 2

**INCORPORATION NOTICE**

Notice is hereby given that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for a business corporation which was organized under the Business Corporation Law of the Commonwealth of Pennsylvania approved December 21, 1988, Act 177 as amended. The name of the corporation is Greenleaf Holding Corporation.

K&L Gates LLP

K&L Gates Center

210 Sixth Avenue

Pittsburgh, PA 15222

Oct. 2

**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 1126 Mechanic Street, Girard, PA 16417 a/k/a Lot #4 Lawrence Court, Girard, PA 16417 being more fully described at Erie County Record Book Volume 0022, Page 0130.

**SAID SALE to be held at the Erie County Courthouse, Room 209, 140 W. Sixth Street, Erie, PA 16501 at 10:00 a.m. prevailing, standard time, on October 8, 2015.**

All that certain tract of land, together with the buildings, and improvements erected thereon described as Tax Map No. 23003016000109 recorded in Erie County, Pennsylvania. Seized and taken in execution as the property of Virginia M. Rettger 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-0144.

**TERMS OF SALE:** Successful bidder will pay ten percent (10%) by certified check or money order upon the property being struck down to such bidder, and the remainder of the bid within thirty (30) days from the date of the sale and in the event the 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, 700 Grant Street, Suite 2360, Pittsburgh, PA 15219. Bidder must have deposit funds immediately available and on his person in order to bid, bidder will not be permitted to leave the sale and return with deposit funds. 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 Cathy Diederich at 314-457-5514 or the USDA foreclosure website at [www.resales.usda.gov](http://www.resales.usda.gov).

Sept. 18, 25 and October 2, 9



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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

**OCTOBER 16, 2015**

**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

Sept. 25 and Oct. 2, 9

**SALE NO. 1**

**Ex. #11617 fo 2015**

**MARQUETTE SAVINGS**

**BANK, Plaintiff**

v.

**ROBERT B. HAFNER,**

**Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 2015-11617, Marquette Savings Bank vs. Robert B. Hafner, owner of property situate in the Borough of Lake City, Erie County, Pennsylvania being: 2261 Rice Avenue, Lake City, Pennsylvania. 133.54 X 179.53 Irr.

Assessment Map Number: (28) 13-19-2

Assessed Value Figure: \$70,000.00  
Improvement Thereon: Residence

Eugene C. Sundberg, Jr., Esq.  
Marsh Spaeder Baur Spaeder  
& Schaaf, LLP  
Suite 300, 300 State Street  
Erie, Pennsylvania 16507  
(814) 456-5301

Sept. 25 and Oct. 2, 9

**SALE NO. 2**

**Ex. #11806 of 2015**

**MARQUETTE SAVINGS  
BANK, Plaintiff**

v.

**KRISTA M. KANE a/k/a**

**KRISTA M. JELLEY, Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 11806-15, Marquette Savings Bank vs. Krista M. Kane a/k/a Krista M. Jelley, owner of property situate in the City of Erie, Erie County, Pennsylvania being: 221 East 31st Street, Erie, Pennsylvania.

33'X 155'X 33'X 155'

Assessment Map Number: (18) 5083-140

Assessed Value Figure: \$74,800.00

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

Sept. 25 and Oct. 2, 9

**SALE NO. 3**

**Ex. #11530 of 2015**

**MARQUETTE SAVINGS  
BANK, Plaintiff**

v.

**RONALD S. YARMAN**

**and CHERIE J. YARMAN,**

**Defendants**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 2015-11530, Marquette Savings Bank vs. Ronald S. Yarman and Cherie J. Yarman, owners of property situate in the City of Erie, Erie County, Pennsylvania being: 1023 1/2 East Ninth Street, Erie, Pennsylvania.

.0570 acre

Assessment Map Number: (15)

2045-134

Assessed Value Figure: \$ 18,000.00

Improvement Thereon: Residence

Eugene C. Sundberg, Jr., Esq.  
Marsh Spaeder Baur Spaeder  
& Schaaf, LLP  
Suite 300, 300 State Street  
Erie, Pennsylvania 16507  
(814) 456-5301

Sept. 25 and Oct. 2, 9

**SALE NO. 5**

**Ex. #13079 of 2014**

**DS&K INVESTMENTS, LLC,  
Plaintiff**

v.

**ANDREA E. BUBNA, Defendant**

**DESCRIPTION**

By virtue of Writ of Execution filed at No. 13079-2014, DS&K Investments, LLC v. Andrea E. Bubna, owner of the following properties identified below:

1) Situate in the Borough of Girard, County of Erie, and Commonwealth of Pennsylvania at 217 Penn Avenue, Girard, Pennsylvania 16417:

Assessment Map No.: (23) 12-34-16

Assessed Value Figure: \$71,450.00

Improvement Thereon: Residential House

Michael S. Jan Janin, Esquire

The Quinn Law Firm

2222 West Grandview Boulevard

Erie, PA 16506

(814) 833-2222, ext. 1045

Sept. 25 and Oct. 2, 9

**SALE NO. 6**

**Ex. #11759 of 2013**

**JOSEPH SODER, Executor  
of the Estate of ALBERT C.  
SODER, Deceased, Plaintiff**

v.

**SHAWN DRZEWIECKI and  
NICOLE DRZEWIECKI,**

**Defendants**

**DESCRIPTION**

By virtue of Writ of Execution filed at No. 11759-2013, Joseph Soder, Executor of the Estate of Albert C. Soder, deceased v. Shawn Drzewiecki and Nicole Drzewiecki, owners of the following properties identified below:

1) Situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania at 3105 Elmwood Avenue, Erie, PA 16508:

Assessment Map No.: (19) 6221-107



Assessed Value Figure: \$94,480.00  
Improvement Thereon: Single-Family Residential Dwelling  
Michael S. Jan Janin, Esquire  
The Quinn Law Firm  
2222 West Grandview Boulevard  
Erie, PA 16506  
(814) 833-2222

Sept. 25 and Oct. 2, 9

**SALE NO. 7**

**Ex. #11519 of 2015**

**U.S. Bank National Association,  
as Trustee, Successor in interest  
to Bank of America, National  
Association, as Trustee, Successor  
By Merger to LaSalle Bank  
National Association, as Trustee  
For Merrill Lynch Mortgage  
Investors Trust, Mortgage Loan  
Asset-Backed Certificates, Series  
2006-MLN1, Plaintiff**

v.

**Kelly Beeman, Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11519-15, U.S. Bank National Association, as Trustee. Successor in interest to Bank of America. National Association, as Trustee, Successor By Merger to LaSalle Bank National Association, as Trustee For Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-MLN1 vs. Kelly Beeman, owner(s) of property situated in Springfield Township, Erie County, Pennsylvania being 13582 Ridge Road, West Springfield, PA 16443  
.5075

Assessment Map number: 39-14-35-29

Assessed Value figure: \$117,700.00  
Improvement thereon: a residential dwelling

Bradley J. Osborne, Esquire  
Shapiro & DeNardo, LLC  
3600 Horizon Drive, Suite 150  
King of Prussia, PA 19406  
(610) 278-6800

Sept. 25 and Oct. 2, 9

**SALE NO. 8**

**Ex. #10868 of 2015**

**Nationstar Mortgage LLC,  
Plaintiff**

v.

**Sherrie L. Kennelley, Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 10868-2015, Nationstar Mortgage LLC vs. Sherrie L. Kennelley, owner(s) of property situated in Millcreek Township, Erie County, Pennsylvania being 3216 West 23rd Street, Erie, PA 16506

880 square feet

Assessment Map number: 33-52-220-23

Assessed Value figure: \$119,740.00  
Improvement thereon: a residential dwelling

LeeAne O. Huggins, Esquire  
Shapiro & DeNardo, LLC  
3600 Horizon Drive, Suite 150  
King of Prussia, PA 19406  
(610) 278-6800

Sept. 25 and Oct. 2, 9

**SALE NO. 9**

**Ex. #10790 of 2015**

**Wells Fargo Bank, N.A. s/b/m  
to Wells Fargo Home Mortgage  
Inc., Plaintiff**

v.

**Jeffrey C. Benedict, Denys E.  
Benedict a/k/a Denys Ellen**

**Benedict, Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 18790-15 Wells Fargo Bank, N.A. s/b/m to Wells Fargo Home Mortgage Inc. vs. Jeffrey C. Benedict, Denys E. Benedict a/k/a Denys Ellen Benedict

Amount Due: \$60,491.70

Jeffrey C. Benedict, Denys E. Benedict a/k/a Denys Ellen Benedict, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 3005 Liberty Street, Erie, PA 16508-1671

Dimensions: 40 X 115 Acreage: 0.1056

Assessment Map number: 19060042013700

Assessed Value: \$72,932.00

Improvement thereon: residential  
Phelan Hallinan Diamond

& Jones, LLP

One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Sept. 25 and Oct. 2, 9

**SALE NO. 10**

**Ex. #11554 of 2015**

**Wells Fargo Bank, N.A., Plaintiff**

v.

**Henry L. Cole a/k/a**

**Henry Lee Cole**

**Rose M. Cole a/k/a Rose Marie  
Cole, Defendants**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11554-15, Wells Fargo Bank, N.A. vs. Henry L. Cole a/k/a Henry Lee Cole, Rose M. Cole a/k/a Rose Marie Cole

Amount Due: \$117,936.50

Henry L. Cole a/k/a Henry Lee Cole, Rose M. Cole a/k/a Rose Marie Cole, owner(s) of property situated in EDINBORO BOROUGH, Erie County, Pennsylvania being 116 Brookview Drive, Edinboro, PA 16412-2419

Dimensions: 1982 SQ. FEET

Acreage: 0.2238

Assessment Map number: 11014048000700

Assessed Value: \$ 152,290.00

Improvement thereon: residential  
Phelan Hallinan Diamond  
& Jones, LLP

One Penn Center at Suburban Station, Suite 1400

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

(215) 563-7000

Sept. 25 and Oct. 2, 9

**SALE NO. 11**

**Ex. #11476 of 2015**

**Deutsche Bank National Trust  
Company, as Trustee for Morgan  
Stanley Abs Capital I Inc. Trust  
2004-NC1, Mortgage Pass-  
Through Certificates, Series  
2004-NC1, Plaintiff**

v.

**Claudette M. Gaines, Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11476-15, Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Abs Capital I Inc. Trust 2004-NC1, Mortgage Pass-Through Certificates, Series 2004-NC1 vs. Claudette M. Gaines, The United States of America, Department of The Treasury - Internal Revenue Service c/o The United States

Attorney for The Western District of PA

Amount Due: \$60,701.87

Claudette M. Gaines, The United States of America, Department of The Treasury - Internal Revenue Service C/O The United States Attorney for The Western District of PA, owner(s) of property situated in Erie County, Pennsylvania being 1305 East 36th Street, Erie, PA 16504-3006

Dimensions: 38.58 X 120

Acreage: 0.1061

Assessment Map number: 18052023021800

Assessed Value: \$76,900.00

Improvement thereon: residential

Phelan Hallinan Diamond & Jones, LLP

One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Sept. 25 and Oct. 2, 9

**SALE NO. 12**

Ex. #11359 of 2015

**Wells Fargo Bank, NA, Plaintiff**  
v.

**Mary Helen Lindsey, Defendant**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11359-15 Wells Fargo Bank, NA vs. Mary Helen Lindsey Amount Due: \$38,402.51

Mary Helen Lindsey, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 1140 East 30th Street, Erie, PA 16504-1357

Dimensions: 34.5 X 135

Acreage: 0.1069

Assessment Map number: 18050048013400

Assessed Value: \$68,550.00

Improvement thereon: residential

Phelan Hallinan Diamond & Jones, LLP

One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215)563-7000

Sept. 25 and Oct. 2, 9

**SALE NO. 14**

Ex. #11321 of 2015

**Bank of America, N.A., Plaintiff**  
v.

**Jon M. Parker a/k/a Jon Parker**  
**Crystal A. Parker a/k/a Crystal**  
**Parker, Defendants**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11321-15, Bank of America, N.A. vs. Jon M. Parker a/k/a Jon Parker, Crystal A. Parker a/k/a Crystal Parker

Amount Due: \$10,043.25

Jon M. Parker a/k/a Jon Parker, Crystal A. Parker a/k/a Crystal Parker, owner(s) of property situated in SPRINGFIELD TOWNSHIP, Erie County, Pennsylvania being 11884 Main Street, East Springfield, PA 16411

Dimensions: 36 X 158

Acreage: 0.1306

Assessment Map number: 39041012001400

Assessed Value: \$94,110.00

Improvement thereon: residential

Phelan Hallinan Diamond

& Jones, LLP

One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Sept. 25 and Oct. 2, 9

**SALE NO. 15**

Ex. #13553 of 2013

**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., Doing Business as**  
**Accubanc Mortgage, Plaintiff**  
v.

**Ronald J. Quest a/k/a**

**Ronald Earl Quest**

**Christine M. Quest, Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13553-13, 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., Doing Business

as Accubanc Mortgage vs. Ronald J. Quest a/k/a Ronald Earl Quest, Christine M. Quest, The United States of America C/O The United States Attorney for The Western District of PA

Amount Due: \$67,563.99

Ronald J. Quest a/k/a Ronald Earl Quest, Christine M. Quest, The United States of America C/O The United States Attorney for The Western District of PA, owner(s) of property situated in GREENE TOWNSHIP, Erie County, Pennsylvania being 9381 Lake Pleasant Road, Erie, PA 16509-5755 Dimensions: 143 x 225.17

Acreage: 0.7392

Assessment Map number: 25016042007200

Assessed Value: \$183,200

Improvement thereon: residential

Phelan Hallinan Diamond

& Jones, LLP

One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Sept. 25 and Oct. 2, 9

**SALE NO. 16**

Ex. #12945 of 2013

**JPMorgan Chase Bank, National**  
**Association, Plaintiff**  
v.

**Thomas L. Pleau, in His Capacity**  
**as CO-Administrator of The**  
**Estate of Stephen E. Zucker;**  
**Gayle Z. Pleau, in Her Capacity**  
**as CO-Administrator of The**  
**Estate of Stephen E. Zucker;**  
**Norton H. Zucker, in Capacity as**  
**Heir of The Estate of Stephen E.**  
**Zucker;**

**Diane Zucker, in Her Capacity as**  
**heir of the Estate of Stephen E.**  
**Zucker;**

**Unknown Heirs, Successors,**  
**Assigns And All Persons, Firms**  
**or Associations Claiming Right,**  
**Title or Interest From or Under**  
**Stephen E. Zucker, Deceased,**  
**Defendants**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 12945-2013, JPMorgan Chase Bank, National Association vs. Thomas L. Pleau, in His

Capacity as CO-Administrator of The Estate of Stephen E. Zucker, Gayle Z. Pleau, in Her Capacity as CO-Administrator of The Estate of Stephen E. Zucker, Norton H. Zucker, in Capacity as Heir of The Estate of Stephen E. Zucker, Diane Zucker, in Her Capacity as Heir of The Estate of Stephen E. Zucker, Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Stephen E. Zucker, Deceased, The United States of America C/O The United States Attorney for The Western District of PA  
Amount Due: \$67,469.23

Thomas L. Pleau, in His Capacity as CO-Administrator of The Estate of Stephen E. Zucker, Gayle Z. Pleau, in Her Capacity as CO-Administrator of The Estate of Stephen E. Zucker, Norton H. Zucker, in Capacity as Heir of The Estate of Stephen E. Zucker, Diane Zucker, in Her Capacity as Heir of The Estate of Stephen E. Zucker, Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Stephen E. Zucker, Deceased, The United States of America c/o The United States Attorney for The Western District of PA, owner(s) of property situated in ERIE CITY, 5TH, Erie County, Pennsylvania being 4124 Wood Street, Erie, PA 16509-1667  
Dimensions: 80 X 187.21

Acreage: 0.3489  
Assessment Map number: 18053010020800  
Assessed Value: 170,890.00  
Improvement thereon: residential Phelan Hallinan Diamond & Jones, LLP  
One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Sept. 25 and Oct. 2, 9

**SALE NO. 17**

**Ex. #11164 of 2015**

**CITIZENS BANK OF  
PENNSYLVANIA**

**v.**

**Terence Morton Haimi  
Travis J. Haimi, Defendant**

**DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in the Township of Fairview, County of Erie and State of Pennsylvania. BEING KNOWN AS: 6590 West Ridge Road, Erie, PA 16506  
PARCEL #21-54-75-3  
Improvements: Residential Dwelling,  
Gregory Javardian, Esquire  
Id. No. 55669  
1310 Industrial Boulevard  
1st Floor, Suite 101  
Southampton, PA 18966  
(215) 942-9690

Sept. 25 and Oct. 2, 9

**SALE NO. 19**

**Ex. #11534 of 2013**

**PENNYMAC CORP., Plaintiff**

**v.**

**GERALD L REDDECLIFF, III  
JACQUELINE A REDDECLIFF,**

**Defendant**

**DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in the Township of Harborcreek, County of Erie and State of Pennsylvania BEING KNOWN AS: 1941 DEPOT ROAD, HARBOR CREEK, PA 16510 A/K/A 1941 DEPOT ROAD, ERIE, PA 16510  
PARCEL # 27-33-127-30  
Powers, Kim & Associates, LLC  
Eight Neshaminy Interplex Suite 215  
Trevose, PA 19053  
(215) 942-2090

Sept. 25 and Oct. 2, 9

**SALE NO. 20**

**Ex. #12989 of 2013**

**Wells Fargo Bank, N.A.**

**Successor by Merger to Wells Fargo Bank Minnesota, N.A. for the Holders of the Delta Funding Corporation Home Equity Loan Asset-Backed Certificates, Series**

**2000-4**

**v.**

**Jeff H. Stemple**

**Melissa Stemple, Defendants**

**DESCRIPTION**

ALL THAT CERTAIN PIECE OF PARCEL OF LAND SITUATE

IN THE BOROUGH OF ALBION, COUNTY OF ERIE AND COMMONWEALTH OF PENNSYLVANIA

BEING KNOWN AS: 38 Cherry Street, Albion, PA 16401

PARCEL # 1-5-46-9

Improvements: Residential Dwelling.

Powers, Kim & Associates, LLC

Eight Neshaminy Interplex Suite 215

Trevose, PA 19053

(215) 942-2090

Sept. 25 and Oct. 2, 9

**SALE NO. 21**

**Ex. #12103 of 2014**

**Midfirst Bank, Plaintiff**

**v.**

**Corwin C. First and Sarah M. Harmon, Defendants**

**SHERIFF'S SALE**

By virtue of a Writ of Execution No. 12103-14, MIDFIRST BANK, Plaintiff v. CORWIN C. FIRST AND SARAH M. HARMON, Defendants

Real Estate: 1154 EAST 9TH STREET, ERIE, PA 16503

Municipality: City of Erie

Erie County, Pennsylvania

Dimensions: 165 x 30.54

See Deed Book 1384, Page 1950

Tax I.D. (15) 2047-237

Assessment: \$5,500.00 (Land)

\$ 31,500.00 (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

Sept. 25 and Oct. 2, 9

**SALE NO. 23**

**Ex. #10924 of 2013**

**BANK OF AMERICA, N.A.,  
SUCCESSOR BY MERGER  
TO BAC HOME LOANS  
SERVICING, LP FKA  
COUNTRYWIDE HOME  
LOANS SERVICING LP,  
Plaintiff**

**v.**

**STEPHANIE CHRISTOPHER  
WARDELL J. CHRISTOPHER  
JR., Defendant**

**Description**

ALL that certain piece or parcel of land situate in the City of Erie, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit: Beginning at a point in the south line of Thirty-first Street, five hundred ninety-six and 12/100ths (596.12) feet east of the east line of Holland Street; thence southwardly parallel with Holland Street, one hundred fifty-five (155) feet; thence eastwardly parallel with Thirty-first Street, twenty-nine (29) feet; thence northwardly parallel with Holland Street, one hundred fifty-five (155) feet to the south line of Thirty-first Street; thence westwardly along the south line of Thirty-first Street, twenty-nine (29) feet to the place of beginning and being commonly known as 261 East 31st Street, Erie, Pennsylvania.

ALSO all that certain piece or parcel of land situate in the City of Erie, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit: BEGINNING at an iron survey point, said survey point being on the south line of East 31st Street 629.29 feet east of the east line of Holland Street; thence west along the south line of East 31st Street 3.16 feet to a point; thence southerly parallel to Holland Street 123.09 feet to a point; thence northerly 124.14 feet to an iron survey point and point of beginning.

SAID premises have erected thereon a dwelling commonly known as 261 East 31st Street, Erie, Pennsylvania, 16504 and are further identified by Erie County Assessment Index Number (18) 5083-102.

BEING the same premises conveyed to the Mortgagor(s) by deed which is intended to be recorded forthwith Tax I.D. #: 18-050-083.0-102.00

PROPERTY ADDRESS: 261 East 31st Street, Erie, PA 16504

KML Law Group, P.C.

Suite 5000 - BNY Independence Center, 701 Market Street Philadelphia, PA 19106

(215) 627-1322

Sept. 25 and Oct. 2, 9

**SALE NO. 24**

**Ex. #13362 of 2014**

**GREEN TREE SERVICING  
LLC, Plaintiff**

**v.**

**SANDRA L. FELDMILLER  
JEFFREY M. FELDMILLER,  
Defendants**

**DESCRIPTION**

All that piece or parcel of land situate in the Township of Conneaut, County of Erie, and State of Pennsylvania, being part of Tract 546, bounded and described as follows, to-wit:

BEGINNING at a spike in the centerline of Carter Road, said point being located N 70° 41' W, 347 feet from the intersection of the centerline of said road with the west line of the Pennsylvania Railroad Right-of-Way; THENCE S 30° W, passing over an iron pin at 25.43 feet, Ninety Seven and Forty Three Hundredths (97.43) Feet to an iron pin in the west line of land now or formerly of Wayne B. and Ramona R. Drury; THENCE S 70° 41' E, along said land of Drury, Seventy (70) Feet to an iron pin; THENCE S 30° W, continuing along said land, Sixty Eight (68) Feet to an iron pin; THENCE S 70° 41' E, continuing along said land, Two Hundred and Seventy Seven (277) Feet to an iron pin in the west line of the Pennsylvania Railroad; THENCE S 30° W, along said land, One Thousand Two Hundred Eighty Four and Fifty Eight Hundredths (1,284.58) Feet to an iron pin at an old fence corner in the north line of land now or formerly of Gordon J. Teed; THENCE N 84° 09' 30" W, along said land of Teed and an old Page Wire Fence Line, Four Hundred Sixty Seven and Fifteen Hundredths (467.15) Feet to a Railroad Tie Fence Post at the southeast corner of land now or formerly of John and Bertha Rausch Jr.; THENCE N 7° 30' E, along said land of Rausch and passing over iron pins at 350 feet, 600 feet and 950 feet, One Thousand Fifty Three and Ninety Seven Hundredths (1,053.97) Feet to a point in the centerline of Conneaut Creek; THENCE along the creek, N 77°

20' E, Forty Eight and Thirty One Hundredths (48.31) Feet to a point; THENCE continuing along the creek, N 16° E, Four Hundred Sixty Four and Ninety Three Hundredths (464.93) Feet to a drill hole in the concrete deck of a bridge over Conneaut Creek in the centerline of Carter Road; THENCE S 69° 24' E, along the centerline of said road, Five Hundred Sixty Six and Seventy Five Hundredths (566.75) Feet to a spike at an angle point in said road; THENCE S 70° 41' E, continuing along the centerline, Twelve and Sixty Eight Hundredths (12.68) Feet to the point of beginning and containing 23.122 Acres of land net measure.

PROPERTY ADDRESS: 11755 Carter Road, Albion, PA 16401

KML Law Group, P.C.

Suite 5000 - BNY Independence Center, 701 Market Street Philadelphia, PA 19106

(215) 627-1322

Sept. 25 and Oct. 2, 9

**SALE NO. 25**

**Ex. #10340 of 2013**

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

**v.**

**BRENTON A. WILSON,  
As Executor of the Estate of  
Constance L. Wilson n/k/a  
Constance L. Stouffer, Deceased,  
Defendant**

**DESCRIPTION**

ALL THAT CERTAIN PARCEL OF PROPERTY LOCATED IN THE SIXTH WARD OF THE CITY OF ERIE AND KNOWN AS 2656 CHESTNUT STREET, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF CHESTNUT STREET, FIVE HUNDRED FIFTY-SEVEN (557) FEET SOUTHWARDLY FROM THE INTERSECTION OF THE WEST LINE OF CHESTNUT STREET WITH THE SOUTH LINE OF TWENTY-SIXTH STREET; THENCE WESTWARDLY, PARALLEL WITH TWENTY-SIXTH STREET, ONE HUNDRED

FIFTY (150) FEET; THENCE SOUTHWARDLY PARALLEL WITH CHESTNUT STREET, FORTY (40) FEET; THENCE EASTWARDLY, PARALLEL WITH TWENTY-SIXTH STREET, ONE HUNDRED FIFTY (150) FEET TO THE WEST LINE OF CHESTNUT STREET; THENCE NORTHWARDLY ALONG THE WEST LINE OF CHESTNUT STREET FORTY (40) FEET TO THE PLACE OF BEGINNING AND BEING ALSO KNOWN AS LOT 19 OF BLOCK "C" OF THE MARGARET THAYER SUBDIVISION AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF ERIE COUNTY, PENNSYLVANIA IN MAPBOOK NO 1, PAGE 435, AND HAVE ERCTED THEREON A TWO STORY BRICK DWELLING AND GARAGE, AND BEING THE SAME PROPERTY CONVEYED TO PARTIES OF THE FIRST PART BY A DEED DATED FEBRUARY 2, 1953 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF ERIE COUNTY, PENNSYLVANIA ON THE SAME DAY IN DEED BOOK 642 AT PAGE 239. PROPERTY ADDRESS: 2656 Chestnut Street, Erie, PA 16508 PARCEL NUMBER: 19-060-048.0-108.00 KML Law Group, P.C. SUITE 5000 - BNY Independence Center, 701 Market Street Philadelphia, PA 19106-1532 (215) 627-1322

Sept. 25 and Oct. 2, 9

**SALE NO. 26**

**Ex. #10000 of 2015**  
**LSF8 Master Participation Trust,**  
**Plaintiff**  
**v.**  
**Minnetta Scott a/k/a**  
**Minnetta A. Knight**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 10000-15, LSF8 Master Participation Trust, Plaintiff vs. Minnetta Scott a/k/a Minnetta A Knight  
Minnetta Scott a/k/a Minnetta A Knight, owner(s) of property

situated in the City of Erie, Erie County, Pennsylvania being 1601 Woodlawn Avenue, Erie, PA 16510 Dimensions: 92 X IRR  
Acreage: 0.2913  
Assessment Map number: 18-5115-108  
Assessed Value figure: \$65,800.00  
Improvement thereon: Single Family Residential Dwelling  
Richard M. Squire  
& Associates, LLC  
115 West Avenue, Suite 104  
Jenkintown, PA 19046  
(215) 886-8790

Sept. 25 and Oct. 2, 9

**SALE NO. 27**

**Ex. #12665 of 2014**  
**Citifinancial Servicing LLC,**  
**Plaintiff**  
**v.**  
**Dawn C. Renfro and Melody**  
**Roxanne Renfro n/k/a Melody**  
**Roxanne Anderson, Defendants**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 12665-14, CITIFINANCIAL SERVICING LLC vs. Dawn C. Renfro and Melody Roxanne Renfro n/k/a Melody Roxanne Anderson, owners of property situated in Erie County, Pennsylvania being 3223 Gerry Avenue, Erie, PA 16508  
Assessment Map number: 19-061-062.0-206.00  
Assessed Value figure:  
Improvement thereon: Residential Dwelling  
Robert W. Williams, Esquire  
1 E. Stow Road  
Marlton, NJ 08053  
(856) 482-1400

Sept. 25 and Oct. 2, 9

**SALE NO. 28**

**Ex. #11652 of 2015**  
**HSBC Bank USA, N.A., by its**  
**servicer Ocwen Loan Servicing,**  
**LLC, Plaintiff**  
**v.**  
**Kevin D. Bennett and Richard**  
**D. Bennett, co Administrators of**  
**the Estate of Melvin E. Bennett,**  
**Defendants**  
**LEGAL DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situate in the City of Erie, County of Erie and State of

Pennsylvania, being Lot No. 26 in Block B of C.K. Riblet Subdivision of part of Reserve Tract 53, a plot of which Subdivision is recorded in Erie County Map Book 1, pages 96 and 97. Being further identified as County of Erie Tax Index Number (18) 5121-117.  
PROPERTY ADDRESS: 1710 East 28 Street, Erie, PA 16510  
PARCEL 18051021011700  
BEING the same premises which Melvin E. Bennett Sr. and Mary E. Bennett, his wife, by Deed dated February 8, 1999 and recorded on February 11, 1999 in the office of the recorder of deeds in and for Erie County at book 0617 page 1376 granted and conveyed unto Melvin E. Bennett Sr. Melvin E. Bennett Sr. departed this life on 10/01/2009.  
EDWARD J. MCKEE, ESQUIRE  
STERN & EISENBERG, PC  
1581 Main St, Ste. 200  
The Shops at Valley Square  
Warrington, PA 18976  
(215) 572-8111

Sept. 25 and Oct. 2, 9

**SALE NO. 29**

**Ex. #10276 of 2015**  
**U.S. Bank National Association,**  
**as Trustee under Pooling and**  
**Servicing Agreement dated as**  
**of May 1, 2007 MASTR Asset-**  
**Backed Securities Trust 2007-**  
**HEI Mortgage Pass-Through**  
**Certificates Series 2007-HEI,**  
**by its servicer Ocwen Loan**  
**Servicing, LLC**  
**v.**

**Eric Jones a/k/a Eric S. Jones**  
**Sarah Jones, Defendant**  
**DESCRIPTION**

ALL THAT CERTAIN Lot or piece of ground situate in the City of Erie, County of Erie, Commonwealth of Pennsylvania bounded and described as follows: Being Lot Number Seven Hundred Fifty-Nine (759) of "Southlands", second section, a subdivision of reserve tract number 73, according to a plot thereof set forth in the office of the recorder of Deeds of Erie County, Pennsylvania In Map Book 3, at page 183.  
ALSO KNOWN AS: 1532 West 36th Street, Erie, PA 16508



PARCEL# 19-6141-200/  
19061041020000  
BEING the same premises which  
Santo S. Colao and Elizabeth A  
Colao, his wife by Deed January  
24, 2007 and recorded on January  
26, 2007 in the office of the recorder  
of deeds in and for Erie County at  
book 1391 page 1652 granted and  
conveyed unto Eric Jones and Sarah  
Jones, his wife.  
ANDREW J. MARLEY, ESQUIRE  
STERN & EISENBERG, PC  
1581 Main Street, Suite 200  
The Shops at Valley Square  
Warrington, PA 18976  
(215) 572-8111

Sept. 25 and Oct. 2, 9

**SALE NO. 30**

**Ex. #11733 of 2015**

**Wells Fargo Bank, National  
Association, c/o Ocwen Loan  
Servicing, LLC, Plaintiff  
v.**

**Oscar J. Longo, Defendant  
LEGAL DESCRIPTION**

ALL THAT CERTAIN piece  
or parcel of land situate in the  
Township of Washington, now  
by annexation in the Borough  
of Edinboro, County of Erie and  
Commonwealth of Pennsylvania,  
being parts of Lots Nos. 54, 55, 56,  
57, 58 and 59 in Block "YG" of the  
Lakeside Park Extension Revised  
Plan of Lots as recorded in the  
Recorder's Office of said County  
in Map Book No. 4, Pages 368 and  
369, together being bounded and  
described as follows, to wit:

BEGINNING at a point on the  
dividing line between Lots Nos. 58  
and 60 in said Plan, said point being  
70.0 feet (incorrectly stated in deed  
as 7010 feet) southwardly along said  
dividing line from the southerly line  
of Hickory Street; thence from said  
point of beginning thus established,  
eastwardly through Lots 58, 56 and  
54 in said Plan on a line parallel  
with the southerly line of Hickory  
Street, a distance of 100.0 feet to a  
point in the centerline of a twenty  
foot wide private drive; thence  
southwardly along the centerline of  
said private drive a distance of 60.0  
feet to a point; thence westwardly  
through Lots Nos. 55, 57 and 59

in said Plan on a line parallel with  
the southerly line of Hickory Street  
a distance of 100.0 feet to a point;  
thence northwardly along the line  
dividing Lots Nos. 59 and 58 from  
Lots Nos. 61 and 60 in said Plan, a  
distance of 60.0 feet to a point, the  
place of beginning.

SAID premises have erected  
thereon a dwelling commonly  
known as 103 Georgian Drive,  
Edinboro, Pennsylvania and are  
further identified by Erie County  
Assessment Index Number (11)  
1-11-3.

PROPERTY ADDRESS: 103  
Georgian Drive, Edinboro, PA  
16412

PARCEL 11-001-011.0-003.00

BEING the same premises which  
Clifford O. Ramsey and Ella R.  
Ramsey, husband and wife, by Deed  
dated July 30, 1991 and recorded  
on August 1, 1991 in the office of  
the recorder of deeds in and for  
Erie County at book 171 page 583  
granted and conveyed unto Oscar J.  
Longo.

M. TROY FREEDMAN, ESQUIRE  
STERN & EISENBERG, PC  
1581 Main St, Ste. 200  
The Shops at Valley Square  
Warrington, PA 18976  
(215) 572-8111

Sept. 25 and Oct. 2, 9

**SALE NO. 31**

**Ex. 13405 of 2014**

**LSF8 Master Participation Trust,  
Plaintiff  
v.**

**Aristea M. Clark and  
Michael S. Clark, Defendants  
DESCRIPTION**

By virtue of a Writ of Execution  
filed to No. 13405-14, LSF8 Master  
Participation Trust v. Aristea M.  
Clark and Michael S. Clark  
Aristea M. Clark and Michael S.  
Clark, owners of property situated  
in the Township of Township of  
Fairview, Erie County, Pennsylvania  
being 7448 Main Street, Fairview,  
Pennsylvania 16415.

Tax I.D. No. 21078013003200

Assessment: \$ 102,584.18

Improvements: Residential  
Dwelling

McCabe, Weisberg and

Conway, P.C.  
123 South Broad Street, Suite 1400  
Philadelphia, PA 19109  
215-790-1010

Sept. 25 and Oct. 2, 9

**SALE NO. 32**

**Ex. #11489 of 2015**

**LSF8 Master Participation Trust  
v.**

**Tina Foster, Co-Administrator  
of the Estate of Dorothy D.  
Longshore, Deceased Mortgagor  
and Real Owner and Randy  
Mussett, Co-Administrator of the  
Estate of Dorothy D. Longshore,  
Deceased Mortgagor and Real  
Owner**

**SHORT DESCRIPTION**

By virtue of a Writ of Execution  
filed to No. 11489-15, LSF8 Master  
Participation Trust v. Tina Foster,  
Co-Administrator of the Estate of  
Dorothy D. Longshore, Deceased  
Mortgagor and Real Owner and  
Randy Mussett, Co-Administrator  
of the Estate of Dorothy D.  
Longshore, Deceased Mortgagor  
and Real Owner

Tina Foster, Co-Administrator  
of the Estate of Dorothy D. Longshore,  
Deceased Mortgagor and Real  
Owner and Randy Mussett, Co-  
Administrator of the Estate of  
Dorothy D. Longshore, Deceased  
Mortgagor and Real Owner, owners  
of property situated in the  
Township of City of Erie,  
Erie County, Pennsylvania being  
3630 Washington Avenue, Erie,  
Pennsylvania 16508.

Tax I.D. No. 19-6142-1105

Assessment: \$ 44,249.22

Improvements: Residential  
Dwelling

McCabe, Weisberg  
and Conway, P.C.

123 South Broad Street, Suite 1400  
Philadelphia, PA 19109  
215-790-1010

Sept. 25 and Oct. 2, 9

**SALE NO. 33**

**Ex. #12686 of 2014**

**VOLT Asset Holding Trust XVI  
v.**

**Meridith Mackowski  
DESCRIPTION**

By virtue of a Writ of Execution

filed to No. 12686-14, VOLT Asset Holdings Trust XVI v. Meridith Mackowski

Meridith Mackowski, owners of property situated in the Township of City of Erie, Erie County, Pennsylvania being 2412 Raspberry Street, Erie, Pennsylvania 16502.

Tax I.D. No. 19-6036-2-05

Assessment: \$ 113,743.04

Improvements: Residential Dwelling

McCabe, Weisberg and Conway, P.C.

123 South Broad Street, Suite 1400 Philadelphia, PA 19109

215-790-1010

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**FIRST PUBLICATION**

**ADAMS, DONALD R.,  
deceased**

Late of City of Erie  
*Executor:* Donald J. Adams, 1416 West Grandview Blvd., Erie, PA 16509  
*Attorney:* Michael A. Fetzner, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**BEEBE, JAMES, a/k/a JAMES  
F. BEEBE, a/k/a J. FREDERICK  
BEEBE  
deceased**

Late of the Township of Harborcreek  
*Executor:* Jay Howard Beebe, c/o 731 French Street, Erie, PA 16501  
*Attorney:* Angelo P. Arduini, Esq., Arduini, Jewell and Karn, 731 French Street, Erie, PA 16501

**EAGLETON, MIRIAM ROSE,  
deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania  
*Administrator:* David Tod Eagleton, c/o 504 State Street, 3rd Floor, Erie, PA 16501  
*Attorney:* Michael J. Nies, Esquire, 504 State Street, 3rd Floor, Erie, PA 16501

**ENNIS, LAURIE,  
deceased**

Late of North East Borough, Erie County, North East, Pennsylvania  
*Executor:* Robert J. Jeffery, 33 East Main Street, North East, Pennsylvania 16428  
*Attorney:* ORTON & JEFFERY, P.C., 33 East Main Street, North East, Pennsylvania 16428

**FULLER, BARBARA L.,  
deceased**

Late of the Borough of Cranesville, County of Erie and State of Pennsylvania  
*Executor:* Derrick L. Fuller, c/o 227 West 5th Street, Erie, PA 16507  
*Attorney:* Mark O. Prenatt, Esquire, 227 West 5th Street, Erie, PA 16507

**GIBBS, LINDA J.,  
deceased**

Late of North East Township, Erie County, North East, Pennsylvania  
*Co-Executors:* Dennis L. Priester and Annetta Rae Behrens, c/o Edward Orton, 33 East Main Street, North East, Pennsylvania 16428  
*Attorney:* ORTON & JEFFERY, P.C., 33 East Main Street, North East, Pennsylvania 16428

**KORN, BETTY A., a/k/a  
ELIZABETH A. KORN, a/k/a  
ELIZABETH ANNE KORN  
deceased**

Late of Millcreek Township, Erie County, Pennsylvania  
*Executor:* Larry Fabrizi, 6406 Tahoe Drive, Los Angeles, CA 90068  
*Attorney:* Thomas C. Hoffman II Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**KROTO, JAMES P.,  
deceased**

Late of Township of Lawrence Park, Erie County, PA  
*Administratrix:* Patience B. Kroto, c/o 120 West 10th Street, Erie, PA 16501  
*Attorney:* Jerome C. Wegley, Esquire, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**LUKE, WILLIAM H.,  
deceased**

Late of North East Township, Erie County, North East, Pennsylvania  
*Executrix:* Lisa Smith, c/o Robert J. Jeffery, Esq., 33 East Main Street, North East, Pennsylvania 16428  
*Attorney:* ORTON & JEFFERY, P.C., 33 East Main Street, North East, Pennsylvania 16428

**PLYLER, RUTH B.,  
deceased**

Late of Harborcreek Township, Erie County, Commonwealth of Pennsylvania  
*Executrix:* Jamie L. Emerson, c/o Leigh Ann Orton, Esq., 11 Park Street, North East, PA 16428  
*Attorney:* Leigh Ann Orton, Esq., 11 Park Street, North East, PA 16428

**ROTH, MARTHA S., a/k/a  
MARTHA SQUIER ROTH  
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Clemont R. Austin, III, 3700 Drexel Drive, Erie, PA 16506-1154  
*Attorneys:* MacDonald, Illig, Jones & Britton, LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**SECOND PUBLICATION**

**ANDERSON, ROSEMARY  
A., a/k/a ROSEMARY ALICE  
ANDERSON  
deceased**

Late of Erie, PA, Erie County  
*Executor:* Martin A. Anderson, c/o 150 East Eighth Street, 2nd Floor, Erie, PA 16501  
*Attorney:* Gregory A. Karle, Esquire, 150 East Eighth Street, 2nd Floor, Erie, PA 16501

**BLEAKLEY, GENEVA M.,  
deceased**

Late of the Borough of Edinboro, County of Erie, and State of Pennsylvania  
*Executrix:* Heidi Marcinko, c/o 201 Erie Street, Edinboro, PA 16412  
*Attorney:* David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412

**CORNWELL, JANET R.,  
deceased**

Late of Millcreek Township  
*Executor:* Evan E. Adair, c/o 246 West 10th Street, Erie, PA 16501  
*Attorney:* Evan E. Adair, Esq., 246 West 10th Street, Erie, PA 16501



**DIPRE, GILIO L.,  
deceased**

Late of Millcreek Township  
*Executors:* Joseph G. Dipre and Susan A. Dipre, c/o 246 West 10th Street, Erie, PA 16501  
*Attorney:* Anthony R. Himes, Esq., 246 West 10th Street, Erie, PA 16501

**DiSANTIS, RONALD D., a/k/a  
RONALD D. DiSANTIS SR.,  
deceased**

Late of the Township of Millcreek, Erie County, Pennsylvania  
*Administrator:* Ronald D. DiSantis, Jr., c/o 510 Cranberry St., Suite 301, Erie, Pennsylvania 16507  
*Attorney:* Raymond A. Pagliari, Esq., 510 Cranberry St., Suite 301, Erie, Pennsylvania 16507

**LESHER, EVELYN E.,  
deceased**

Late of City of Erie  
*Administrator:* Evan E. Adair, Esq., 246 West 10th Street, Erie, PA 16501  
*Attorney:* Evan E. Adair, Esq., 246 West 10th Street, Erie, PA 16501

**MONTGOMERY, ROBERT F.,  
deceased**

Late of the Township of Millcreek, Erie County, Pennsylvania  
*Executor:* John Montgomery, c/o 510 Cranberry St., Suite 301, Erie, Pennsylvania 16507  
*Attorney:* Raymond A. Pagliari, Esq., 510 Cranberry St., Suite 301, Erie, Pennsylvania 16507

**MOORE, JOHN PAUL, a/k/a  
JOHN P. MOORE, a/k/a J. PAUL  
MOORE,  
deceased**

Late of the Township of Girard, Erie County, Pennsylvania  
*Executor:* Jay Paul Moore, P.O. Box 29827, Henrico, VA 23242  
*Attorney:* Randy L. Shapira, Esq., 305 West Sixth Street, Erie, PA 16507

**NIES, DORIS M.,  
deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania  
*Executrix:* Patricia A. Nies, c/o 504 State Street, 3rd Floor, Erie, PA 16501  
*Attorney:* Michael J. Nies, Esquire, 504 State Street, 3rd Floor, Erie, PA 16501

**SMILLIE, ROBERT,  
deceased**

Late of the Township of Harborcreek, County of Erie, and Commonwealth of Pennsylvania  
*Executrix:* Nancy Smillie, c/o 32 West Eighth Street, Suite 600, Erie, Pennsylvania 16501  
*Attorney:* Robert E. McBride, Esquire, 32 West Eighth Street, Suite 600, Erie, Pennsylvania 16501

**SMITH, RICHELLE L.,  
deceased**

Late of the City of Erie, County of Erie, and State of Pennsylvania  
*Administratrix:* Ruth Smith, 4010 Reichert Rd., Erie, PA 16509  
*Attorney:* Richard T. Ruth, Esq., 1026 West 26th St., Erie, PA 16508

**STEGENGA, BETTY L.,  
deceased**

Late of the Township of Fairview, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Robin Stegenga Fox, c/o 402 West Sixth Street, Erie, PA 16507  
*Attorney:* Zanita A. Zacks-Gabriel, Esq., 402 West Sixth Street, Erie, PA 16507

**TOMCZAK, KAROL ANN, a/k/a  
KAROL ANN KEMNEC,  
deceased**

Late of the Township of Millcreek, County of Erie, and State of Pennsylvania  
*Administratrix:* Elizabeth M. Richards, 6943 Cony Court, Waldorf, MD 20603  
*Attorney:* Ronald J. Susmarski, Esq., 4030 West Lake Road, Erie, PA 16505

**VERNO, ALBERT C., a/k/a AL  
VERNO, a/k/a ABBIE VERNO  
deceased**

Late of Erie County, PA  
*Co-Administrators:* Gail Foster-Pegg, Debra Verno & Greg Verno, c/o Stephen H. Hutzelman, Esq., 305 W. 6th Street, Erie, PA 16507  
*Attorney:* Stephen H. Hutzelman, Esq., 305 W. 6th Street, Erie, PA 16507

**WARZAGIER, KATHERINE P.,  
deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania  
*Executrix:* Renee Brown, 3115 Reed Street, Erie, PA 16504  
*Attorney:* Gary K. Schonthal, Esquire, The Conrad - F.A. Brevillier House, 502 Parade Street, Erie, PA 16507

**WILCOX, MARK ANTHONY  
deceased**

Late of Erie City, Erie County, PA  
*Administrator:* Mark A. Wilcox, II, 440 E. 11th St., Apt. 2, Erie, PA 16503  
*Attorney:* John B. Zonarich, Skarlatos Zonarich, LLC, 17 S. 2nd St., 6th Fl., Harrisburg, PA 17101-2039

**THIRD PUBLICATION**

**ANTOLIK, EVELYN,  
deceased**

Late of the City of Erie  
*Executor:* David Antolik, c/o 305 West 6th Street, Erie, PA 16507  
*Attorney:* Joseph M. Walsh, III, Shapira, Hutzelman, Smith and Walsh, 305 West 6th Street, Erie, PA 16507

**BARBATO, AMELIA  
deceased**

Late of the City of Erie, Commonwealth of Pennsylvania  
*Executors:* John R. Barbato, 5434 Creek Lane, Erie, PA 16511; Robert M. Barbato, 4013 Dominion Drive, Erie, PA 16510; Michael P. Barbato, 1155 West 54th Street, Erie, PA 16509  
*Attorney:* Robert M. Barbato, Jr., Vendetti & Vendetti, 3820 Liberty Street, Erie, Pennsylvania 16509

**DOUBLE, JUSTIN D.,  
deceased**

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

*Administrator:* David J. Double,  
c/o 456 West Sixth Street, Erie, PA  
16507-1216

*Attorney:* James D. McDonald, Jr.,  
Esquire, The McDonald Group,  
L.L.P., 456 West Sixth Street, Erie,  
PA 16507-1216

**DEPAOLI, MICHAEL S.,  
deceased**

Late of Millcreek Township, Erie  
County, Pennsylvania

*Executor:* Brian M. DePaoli, 114  
Wickerham Dr., Mars, PA 16046

*Attorney:* None

**GRAF, FREDERICK L.,  
deceased**

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

*Executrix:* Melissa J. Pastore, c/o  
456 West Sixth Street, Erie, PA  
16507-1216

*Attorney:* Thomas J. Buseck,  
Esquire, 456 West Sixth Street,  
Erie, PA 16507

**RAINEY, PAUL S., a/k/a PAUL  
STOCKMAN RAINEY**

**deceased**

Late of the City of Erie, Erie  
County, Pennsylvania

*Co-Executrix:* Christina M.  
Huston, c/o 731 French Street,  
Erie, PA 16501

*Attorney:* M. Kathryn Karn,  
Esquire, 731 French Street, Erie,  
PA 16501

**WILLIAMS, EMMA R.,  
deceased**

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

*Executor:* James D. Cullen, 100  
State Street, Suite 700, Erie, PA  
16507-1459

*Attorney:* James D. Cullen, Esquire,  
MacDonald, Illig, Jones & Britton  
LLP, 100 State Street, Suite 700,  
Erie, Pennsylvania 16507-1459

**WOOD, LAWRENCE A.,  
deceased**

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

*Executrix:* Jacqueline Shepard,  
c/o 3305 Pittsburgh Avenue, Erie,  
Pennsylvania 16508

*Attorney:* Vlahos Law Firm, P.C.,  
Esquire, 3305 Pittsburgh Avenue,  
Erie, Pennsylvania 16508

## CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

**DANIEL P. MARNEN** ----- 814-456-0130  
 821 State Street----- (f) 814-454-2371  
 Erie, PA 16501 ----- *dmarnen@icloud.com*

**ROBERT BAUER**----- 814-452-4814  
 Bauer Law Offices----- (f) 814-838-2820  
 1314 Griswold Plaza  
 Erie, PA 16501

**FRANCIS J. KLEMENSIC** ----- 814-455-5691  
 Dickie, McCamey & Chilcote, P.C.----- (f) 814-455-5695  
 100 State Street, Suite 503  
 Erie, PA 16507 ----- *fklemensic@dmclaw.com*

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**ELVAGE G. MURPHY** ----- 814-732-1625  
 Edinboro University - Department of Political Science and Criminal Justice----- (f) 814-732-2118  
 235 Scotland Road , 232 Hendricks Hall  
 Edinboro, PA 16444----- *emurphy@edinboro.edu*

**WAYNE LOVERCHECK** ----- 814-454-5218  
 Lovercheck & Lovercheck  
 2222 Filmore Avenue, Suite 504  
 Erie, PA 16506 ----- *waynelovercheck@gmail.com'*

**STERRETT MOTT BRESKI & SHIMEK**----- 814-616-4166  
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 Erie, PA 16507

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