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Commonwealth Court of Pennsylvania

In the Matter of Private Sale of Property by the Millcreek Township School District

Erie County Legal Journal

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

Managing Editor: Heidi M. Weismiller

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**IN THE MATTER OF PRIVATE SALE OF PROPERTY BY THE MILLCREEK
TOWNSHIP SCHOOL DISTRICT**

Appeal of: Montessori Regional Charter School
IN THE COMMONWEALTH COURT OF PENNSYLVANIA
No. 1922 C.D. 2015
Argued: April 12, 2016

BEFORE: HONORABLE MARY HANNAH LEAVITT, President Judge
HONORABLE ROBERT SIMPSON, Judge
HONORABLE DAN PELLEGRINI, Senior Judge

OPINION

BY PRESIDENT JUDGE LEAVITT

FILED: July 20, 2016

Montessori Regional Charter School appeals an order of the Court of Common Pleas of Erie County (trial court) that approved Millcreek Township School District's proposed private sale of real property to VNet Holdings, LLC and denied Montessori's request to stay the sale. The trial court held that the proposed private sale satisfied the requirements of the Public School Code of 1949¹ (Public School Code) for the stated reason that the price was fair and reasonable and better than the School District could obtain at a public sale. Montessori contends that the trial court erred and abused its discretion in so holding because Montessori made a significantly higher offer that was free of the contingencies in the offer of VNet. We agree and reverse.

Background

In 1951, the Millcreek Township School District built the Ridgefield Elementary School on the subject property, which is located in the township's R-1 single-family residential zoning district. The entire Ridgefield property measures 7.9 acres and includes a playground, a parking lot and open space. In 2013, the School District closed the Ridgefield Elementary School for lack of use. In July 2014, the School District listed the Ridgefield property for sale.

In August 2014, Montessori, the only charter school in Millcreek Township, offered to purchase the Ridgefield property for \$1.1 million in cash. The School District rejected the offer. On December 4, 2014, VNet offered to purchase a portion of the property for \$1.1 million, contingent upon the property being rezoned so that VNet could use the school building for a commercial business. On December 16, 2014, the School District filed an application with the township to subdivide the Ridgefield property. Ultimately, the School District requested approval to subdivide the property into three lots. Lot 1, measuring 5.9 acres, contains the former school building and parking lots. Lots 2 and 3 each measure approximately one acre and contain vacant fields.²

¹ Act of March 10, 1949, P.L. 30, *as amended*, 24 P.S. §§1-101-27-2702.

² In May 2015, Millcreek Township approved the subdivision of the Ridgefield property. Montessori intervened in the appeal of the subdivision approval, which was denied by the trial court on November 5, 2015. Montessori's appeal of the trial court's order denying its land use appeal is presently before this Court. *Montessori Regional Charter School v. Millcreek Township Board of Supervisors*, No. 2468 C.D. 2015. Neither the School District nor VNet has applied for rezoning of the property.

In January 2015, Montessori made a second offer to purchase the entire Ridgefield property for \$1.1 million in cash plus Montessori's school and land on Sterrettania Road in Millcreek Township, valued for tax assessment purposes at \$689,000. This offer also provided that Montessori would lease the Sterrettania Road property from the School District for three years, with two one-year renewal options. The School District rejected Montessori's second offer.³

In February 2015, the Board of School Directors voted to accept VNet's offer to purchase Lot 1. In April 2015, the School District placed a restrictive covenant in the deed to the Ridgefield property to prohibit the sale or lease of the empty school building to a charter school. Montessori challenged the deed restriction in a declaratory judgment action.⁴

In July 2015, the School District petitioned the trial court for approval of the private sale to VNet, as is required by the Public School Code. Attached to the petition were the affidavits of two certified real estate appraisers opining that the price offered by VNet was fair and reasonable and was a better price than the School District could obtain at a public sale. The appraisers did not opine on Montessori's rejected offers.

Montessori petitioned to intervene in the private sale proceeding, citing its desire to purchase the Ridgefield property and its pending declaratory judgment action to challenge the deed restrictions. Montessori also moved to stay the private sale petition as premature because VNet's offer was conditioned upon a rezoning of the Ridgefield property.

In September 2015, the trial court conducted a hearing on the School District's petition to sell the property. Both the School District and Montessori appeared and presented evidence. VNet appeared but did not offer evidence.

The School District presented the testimony of its Superintendent, William Hall. He testified that the School District accepted VNet's offer for several reasons: the School District needed the cash; it wanted to retain two acres of the property to provide a buffer between VNet's proposed commercial building and adjacent homes while providing the neighborhood with green space; and it wanted to return Lot 1 to the tax rolls, expecting \$15,000 in annual tax revenue. Hall stated that he recommended that the School Board reject Montessori's offer because the charter school would reduce the school population of the School District. Hall asserted that Montessori would use Millcreek tax money to purchase real property that Millcreek taxpayers already own.⁵ The School District did not want the Sterrettania Road property because it would be "more of a liability than an asset." Reproduced Record at 187a (R.R. _).

Hall testified that the School District spends approximately \$100,000 per year to maintain the empty Ridgefield school building and adjacent land. Hall also acknowledged that the School District has not applied to have the Ridgefield property rezoned from residential to commercial.

³ The School District also rejected two offers from BNS Properties: an initial offer of \$950,000 for the entire parcel and a subsequent offer of \$1 million for approximately 5 acres.

⁴ The trial court dismissed Montessori's declaratory judgment action challenging the deed restriction. Montessori's appeal of that order has been docketed at 248 C.D. 2016.

⁵ This rationale is not clear. It refers, apparently to the per-pupil payments the School District must make to a charter school; Montessori will receive these payments whether or not it buys the property.

The School District then presented the testimony of Raymond Sammartino, a certified appraiser. He testified that the highest and best use of the property was as a school or professional office, noting that the market for schools was weak. Using the sales comparison approach, Sammartino valued the 5.9 acre parcel (Lot 1) at \$1.1 million, which made VNet's offer of \$1.1 million a fair and reasonable price and better than the School District could obtain at public sale. Sammartino described Montessori's Sterrettania Road property as "an albatross." R.R. 218a.

The School District presented the testimony of another certified appraiser, Robert Glowacki, who appraised 5.1 acres of the Ridgefield property in July 2013 and again in January 2015. He stated that his opinion would be the same for all of Lot 1, i.e., the 5.9 acres to be sold to VNet. In his July 2013 appraisal report, Glowacki opined that rezoning of the Ridgefield property was unlikely and that the highest and best use of the property was as an elementary school. Two years later, Glowacki opined that a professional office was one of the highest and best uses of the Ridgefield property, given market changes. Glowacki valued the 5.9-acre Lot 1 at \$1.1 million and agreed with Sammartino's appraisal opinion.

VNet President, Joel Deuterma, was present but did not testify, telling the trial court that "everything I wanted to say was covered." R.R.236a-37a. Notably, the sales agreement between the School District and VNet required VNet to make a \$25,000 deposit and authorized VNet to borrow up to \$800,000 to complete the purchase. The sales agreement also provided that all final approvals for the sale must be obtained by November 5, 2015.

Two members of the public spoke in opposition to the proposed sale to VNet.

Montessori presented the testimony of its CEO, Anthony Pirrello. He explained that Montessori currently operates in two school locations and has an annual budget of \$5 million. Montessori wants to consolidate its two schools into one, which will save taxpayers money. Montessori could renovate its existing Sterrettania Road school, but it would cost \$12 million to do so because of the age of the building and the shape of the parcel. If Montessori purchases Ridgefield, it will cost \$6 million to refurbish the existing school building, which represents a considerable savings.

Pirrello testified that Montessori's purchase of the Ridgefield property will not impact the School District's budget because only 17% of Montessori's students come from the School District. Further, Montessori's enrollment is capped at 600 students.

Pirrello explained that in August 2014, when it made its \$1.1 million offer, the only other offer was for \$950,000. One month later, Pirrello attended a Millcreek Planning Commission meeting where the Commission recommended opposing the rezoning needed to allow the school to be used as an office because it would constitute illegal spot zoning. In January 2015, Montessori increased its \$1.1 million offer by adding the conveyance of its Sterrettania Road property, which is located in the C-2 commercial zone and, thus, amenable to a number of uses.

At the end of his testimony, Pirrello made a new offer that removed the Sterrettania Road property from the offer. Rather, Montessori offered to purchase all 7.9 acres of the Ridgefield property for "\$1.6 million cash deliverable in the fastest closing time possible." R.R. 317a. Pirrello testified that Montessori had \$1,466,000 in cash on hand, a net worth of \$941,055 and a commitment from a bank to finance the transaction with an 80/20 loan. Montessori

presented its audited financial statement.⁶ Pirrello testified that under Montessori's ownership, the public would have access to the two acres of green space, as well as the playground and parking lot.⁷

On September 10, 2015, the trial court approved the School District's proposed private sale to VNet and denied Montessori's petition to intervene. It refused to stay the sale until such time as VNet obtained rezoning.

Montessori moved to supplement the record. First, it offered a written version of the \$1.6 million offer made under oath by Pirrello at the hearing. Second, it sought to add evidence that the School District and VNet had materially altered the proposed sales contract that had been the subject of the hearing four days after the trial court's order. Specifically, the parties deleted the closing date of November 2015 from the agreement and replaced it with a clause that gave VNet 2.5 years to close. Montessori also sought reconsideration of the court's approval of the private sale. The trial court denied Montessori's motions.

Montessori then appealed and filed a Concise Statement of Errors Complained of on Appeal. On December 4, 2015, the trial court issued a Rule Pa. R.A.P. 1925(a) opinion explaining its ruling.

The trial court stated that it refused to consider Montessori's offer of \$1.6 million because it was done at the last minute and not memorialized in writing. Further, the offer was for the entire 7.9 acres, but only Lot 1, measuring 5.9 acres, was for sale because the School District wanted to retain the two adjacent one-acre lots as green space. Because the value of the two acres of green space was not known, Montessori's offer could not be compared to VNet's, which covered only Lot 1. The trial court found the sale to VNet to be in the public interest because it would return 5.9 acres to the tax rolls while preserving two acres as green space for recreational use. The trial court refused to consider VNet's financial ability to complete the sale or the School District's expenses prior to closing, deeming those to be collateral matters. The trial court rejected Montessori's argument that approval of the sale was premature because of outstanding subdivision and zoning issues, holding that those issues were irrelevant to the statutory standards for a private sale of school district property.

The trial court explained that it denied Montessori's motion to supplement the record because the evidence it sought to add to the record, i.e., the written documentation of Montessori's offer of \$1.6 million, was too late. Finally, the trial court held that Montessori lacked standing but, in any case, it could not complain because it had been allowed to participate.

Montessori's appeal is now before this Court for our consideration.⁸

⁶ The School District presented no evidence on the financial health of VNet.

⁷ The trial court denounced this offer because it was not in writing, too late and not sufficiently specific. R.R. 333a-34a.

⁸ In an appeal from an order granting a school district's petition for private sale of real estate, our standard of review is to determine whether the trial court committed an error of law or abuse of discretion. *In re Wilkinsburg School District*, 102 A.2d 574, 575 n.3 (Pa. Cmwlth. 2014). "An abuse of discretion is not merely an error in judgment." *Zauflik v. Pennsbury School District*, 72 A.3d 773, 797 (Pa. Cmwlth. 2013) (quoting *Christian v. Pennsylvania Financial Responsibility Assigned Claims Plan*, 686 A.2d 1, 5 (Pa. Super. 1996)). An abuse of discretion exists if the trial court renders a judgment that is plainly "unreasonable, arbitrary or capricious, fails to apply the law, or was motivated by partiality, prejudice, bias or ill will." *Commonwealth ex rel. Corbett v. Snyder*, 977 A2d 28, 41 (Pa. Cmwlth. 2009).

Appeal

On appeal, Montessori raises two issues. First, it argues that the trial court abused its discretion in not considering Montessori's substantially higher offer to purchase the Ridgefield property when it approved the sale to VNet. Second, it argues that the trial court abused its discretion in denying Montessori's motion to supplement the record when, four days after the trial court's approval of the sale, the School District materially changed the terms of the sale by deferring the closing for 2.5 years, which delay will cost the taxpayers an additional \$250,000 in maintenance.

For its part, the School District rejoins that the trial court in no way abused its discretion and that Montessori lacks standing to appeal the trial court's order.

Analysis

We begin with a review of the applicable law. Section 707(3) of the Public School Code allows a school district to sell unused real property through a private sale subject to court approval.⁹ Section 707 states, in relevant part, as follows:

The board of school directors of any district is hereby vested with the necessary power and authority to sell unused and unnecessary lands and buildings, by any of the following methods and subject to the following provisions:

(1) By public auction, either on the premises to be sold or at places selected by the school board, after due notice by publication in one or more newspapers of general circulation published within the county or the school district and in the legal newspaper in said county, if any, once a week for three successive weeks before the date fixed for said sales, and by hand bills, one or more of which must be posted on the property proposed to be sold, and at least five of which must be posted at conspicuous places within the vicinity of said real estate. Terms and conditions of sale shall be fixed by the board in the motion or resolution authorizing the sale.

(2) Upon sealed bids requested by the school board, notice of the request for sealed bids to be given as provided in clause (1) of this section. Terms and conditions of sale shall be fixed by the board in the motion or resolution authorizing the request for sealed bids.

(3) At private sale, subject to the approval of the court of common pleas of the county in which the school district is located. *Approval of the court* shall be on petition of the board of school directors, which petition shall be executed by the proper officers of the board, and shall contain a full and complete description of the land proposed to be sold, a brief description and character of the building or buildings erected thereon, if any, the name of the prospective purchaser, the amount offered for the property, and shall have attached thereto an affidavit of at least two persons who are familiar with the values of real estate in the locality in which the land and buildings proposed to be sold are located, to

⁹ A school board's discretion in fulfilling its statutory responsibilities is not unfettered. "[C]ourts have authority to interfere when a school board's action is based on a misconception of law, ignorance through lack of inquiry into facts necessary to form intelligent judgment, or the result of arbitrary will or caprice." *Watts v. Manheim Township School District*, 121 A.3d 964, 972 (Pa. 2015)(quoting *Hibbs v. Arensberg*, 119 A. 727, 728 (Pa. 1923)).

the effect that they have examined the property, *that the price offered therefor is a fair and reasonable one and in their opinion a better price than could be obtained at public sale*, and that they are not interested, either directly or indirectly, in the purchase or sale thereof. Before the court may act upon any such petition it shall fix a time for a hearing thereon and shall direct that public notice thereof be given as provided in clause (1) of this section. A return of sale shall be made to the court after the sale has been consummated and the deed executed and delivered.

24 P.S. §7-707(1)-(3) (emphasis added).

In sum, school districts are expected to sell their unused property to the highest bidder. They are also expected to sell their unused property at a public auction, after extensive notice to the public, or by sealed bids. A private sale will be allowed so long as there is a public hearing before a trial court, which determines whether the price offered in the private sale is "fair and reasonable" and a "better price than could be obtained at public sale." 24 P.S. §7-707(3).

Nevertheless, a trial court "may properly approve a private sale, despite a higher offer, where the difference in price is small or *where other circumstances regarding the sale negotiated by the school board appeal to the [trial] court's sound discretion.*" *Swift v. Abington School District*, 297 A.2d 538, 540 (Pa. Cmwlth. 1972) (citation omitted). In *In re Petition of the Board of Public Education of the School District of Pittsburgh*, 405 A.2d 556 (Pa. Cmwlth. 1979), this Court elaborated on what is meant by "other circumstances." We explained as follows:

[Where a school board has approved a sale agreement,] we believe that equitable considerations should operate so as to favorably influence a court's approval of the petition for sale. One of those considerations is whether the interests of the public would be better served if the proposed sale were to be approved. *It is clear that it is the function of the [trial court] to ascertain whether the proposed sale is in the public interest. As noted above, the fact that a higher offer has been made is only one factor to be considered by the [trial court], and is not necessarily controlling with regard to the approval or disapproval of the sale.*

Id. at 558 (emphasis added).

Here, Montessori argues that the trial court abused its discretion by disregarding Montessori's offer because the difference in price was not small but substantial. In *Swift*, the difference was \$500; here the difference is \$500,000. Unlike VNet, which needs 2.5 years to close, Montessori could close in the fastest time possible. Montessori maintains that its offer will better serve the public interest because it will use the property as a school, which meets current zoning requirements. By contrast, VNet wants to use the property for commercial purposes, which is presently illegal. In addition to making the two acres of open space open to the public, Montessori will also make the playground and parking lot available. VNet made no such agreement.

The School District responds that the record shows that two real estate appraisers found VNet's offer fair, reasonable and better than what could be obtained in a public sale. The School District argues that zoning is a matter committed to the Millcreek Township

Supervisors under the Pennsylvania Municipalities Planning Code¹⁰ and, thus, irrelevant.

The case law precedent is instructive on how a private sale petition should be handled where, as here, the hearing thereon produces a "better price." In *Petition of Whitemarsh Township School District*, 215 A.2d 644 (Pa. 1966), the school district sought approval of its private sale of property to Pat Sparango, Inc. Under the sales agreement, Sparango had the option to cancel if it could not obtain subdivision approval and connect to a sewer system. At the hearing, a third party offered a 5% higher purchase price. The trial court disapproved the sale to Sparango and directed the school board to consider the higher offer. Sparango appealed, and the Pennsylvania Supreme Court upheld the trial court's directive. In that regard, the Supreme Court observed that it was not the duty of the trial court "to determine the impact of this higher offer" or to conduct the sale. *Id.* at 645 (citing *McKees Rocks Borough School District Petition*, 62 A.2d 20 (Pa. 1948)). Rather, it was for the school board to negotiate the terms of the sale.

Swift, 297 A.2d 538, also involved a higher purchase offer made by a third party at the trial court hearing. In *Swift*, the school district petitioned the trial court to approve a private sale of its property for \$35,000. An objector appeared at the hearing challenging the proposed use of the property and offered \$35,500 on behalf of himself and four other individuals. The objector requested two days to obtain financing. The trial court approved the private sale as proposed, and the objector appealed. This Court affirmed because the trial court "had before it only the prospect of a future offer at a small advance in price." *Swift*, 297 A.2d at 540.

There are several reasons why this case is guided by *Whitemarsh* and not by *Swift*. Montessori made an offer at the trial court hearing that was approximately \$500,000 higher than VNet's offer and could be closed in the fastest possible time. It was not "a future offer at a small advance in price." *Swift*, 297 A.2d at 540. *Whitemarsh* teaches that a valid offer can be made at the hearing, and Montessori's offer was specific as to amount, means of financing and time for closing. The fact that Montessori's offer was for all 7.9 acres rather than for the 5.9-acre Lot 1 is of no moment. The School District sought originally to dispose of all 7.9 acres. It later decided to retain two acres to assist VNet's commercial plans for the building by creating a buffer between VNet and the residential neighbors. No "buffer" is needed for Montessori's charter school. In any case, Montessori's offer included keeping the two acres available for recreation, while relieving the School District of its maintenance responsibility and cost. Moreover, even if the School District wishes to retain the two acres no matter the outcome, its sale of Lot 1 to VNet is still inconsistent with Section 707 of the Public School Code for the reasons discussed below.

Given Montessori's longstanding interest in purchasing the Ridgfield property and its offer in an amount substantially higher than that offered by VNet, there is no support for the trial court's finding that the private sale would realize a higher price than would be obtained at a public sale. Consistent with Section 707 of the Public School Code and *Whitemarsh*, Montessori's substantially higher offer should have stopped the proceedings. The trial court should have, at a minimum, disapproved the sale to VNet and ordered more negotiations between Montessori and the School District. The better course of action, in light of the School District's repeated refusal to negotiate with Montessori, would have been for the

¹⁰ Act of July 31, 1968, P.L. 805, *as amended*, 53 P.S. §§10101-11202.

trial court to order a public sale of either the entire Ridgefield property or Lot 1 since a public sale is the preferred way to do a sale of unused school property under Section 707 of the Public School Code.¹¹

This Court has allowed "public interest" to be a factor in a trial court's evaluation of a private sale of school property. In *School District of Pittsburgh*, 405 A.2d 556, the school district petitioned for approval of the sale of its property to a hospital for \$36,000. At the hearing, a neighboring church offered \$41,400 for the property. The trial court disapproved the proposed sale to the hospital because of this higher offer. This Court reversed, holding that the public interest weighed in favor of the sale to the hospital, which had committed considerable resources in the reasonable expectation that the sale would be approved. The hospital needed the property for the "absolutely essential" purpose of securing parking for patients and employees. *Id.* at 559. Further, the hospital agreed to allow the church to use the parking lot in the evening and on weekends. *Id.*

School District of Pittsburgh is *sui generis*. It does not stand for the proposition that a school district can disregard a substantially higher price offered at the hearing by fashioning a "public interest" argument. "Public interest" is not a phrase that appears in Section 707 of the Public School Code. We have been directed by the General Assembly that a "better price than can be obtained at a public sale" is the overriding consideration in the approval of a private sale. 24 P.S. §7-707(3).

In any case, the trial court's public interest findings do not withstand a close review. The trial court found that the anticipated \$15,000 in annual tax revenue and having the School District keep two acres as green space for recreational use served the public interest. That may be so, but there were many other public interest considerations that were disregarded by the trial court. In applying the statutory standard, the trial court must consider all aspects of the sale, both positive and negative.

With respect to future tax revenue, the trial court overlooked evidence or lack of evidence relevant thereto. The future tax revenue was founded on the assumption that VNet would obtain the necessary rezoning, for which no application has been made.¹² Even if VNet obtained rezoning, the School District would have to collect \$15,000 in real estate taxes for approximately 20 years just to recover its costs to maintain the property until VNet is able to close in 2.5 years. There is no way to guarantee that the 5.9 acres will be on the tax rolls in perpetuity, even assuming the restrictive covenant the School District placed in the deed is upheld as lawful. VNet will be free to sell the 5.9 acres to another "purely public charity," such as a private school, that may be eligible for a tax exemption that would take the property off the tax rolls. Finally, the School District will bear the expense of maintaining the two acres of land that it wants to retain in order to help VNet obtain its spot zoning. As an aside, it is difficult to argue that illegal spot zoning is in the public interest.

In short, the trial court erred and abused its discretion in concluding that the proposed

¹¹ Montessori acknowledges that "the trial court does not have authority to order the sale of Ridgefield to the [Montessori] charter school[.] Montessori's Brief at 33. A trial court has authority to approve or disapprove a private sale, but it has "no power to negotiate for a better price, make a new sale or conduct an auction." *Swift*, 297 A.2d at 540.

¹² In *School District of Pittsburgh*, 405 A.2d at 559, we noted that the hospital's proposed parking use satisfied the zoning ordinance.

sale to VNet served the public interest by giving a lopsided view of the record in favor of the School District.

The trial court also erred and abused its discretion by refusing to supplement the record with the material changes made to the proposed private sale four days after its approval.¹³ Deferring the closing for 2.5 years will cost the taxpayers \$250,000 to maintain the empty Ridgefield Elementary School building and land, which has already sat empty for 2.5 years. Stated otherwise, the School District will spend \$500,000 (\$100,000 per year) to close the deal with VNet, reducing the realized value of the deal to \$600,000. The School District's appraisers opined that \$1.1 million was a fair price for the property now, not 2.5 years from now.

The trial court has the discretion to reopen the record to prevent a failure or miscarriage of justice. *Commonwealth v. Mathis*, 463 A.2d 1167, 1171 (Pa. Super. 1983). In its Pennsylvania Rule of Appellate Procedure 1925(a) opinion, the trial court acknowledged the 2.5-year extension of the sale closing date but concluded that it was collateral to the issue before the trial court. We disagree. This extension impacts the overriding statutory standard, i.e., whether VNet's price is fair and reasonable and better than what could be obtained at a public sale. The trial court abused its discretion in refusing to supplement the record.

Finally, we turn to the School District's argument that Montessori lacks standing to appeal the trial court's order. Although Montessori participated in the hearing, it was not granted intervention. Further, it contends that Montessori was not aggrieved by the approval of the sale to VNet. Montessori responds that the School District has not cited any cases holding that an objector who appeared at the private sale hearing lacks standing to appeal the trial court's order approving the private sale of real property under Section 707(3) of the Public School Code.¹⁴

We reject the School District's standing argument. Montessori filed a petition to intervene and fully participated in the hearing on the School District's petition, as acknowledged by the trial court. Standing to intervene in a hearing on a petition to sell public property in a private sale should be broadly allowed; otherwise, there is no point to inviting the public to

¹³ The School District acknowledges the amendments, for which approval was not sought. The School District asserts that the change was necessary because Montessori is discouraging VNet from completing the transaction.

¹⁴ In *Pittsburgh Palisades Park, LLC v. Commonwealth of Pennsylvania*, 888 A.2d 655 (Pa. 2005), the Pennsylvania Supreme Court explained the concept of standing as follows:

[A] controversy is worthy of judicial review only if the individual initiating the legal action has been "aggrieved." This principle is based upon the practical reason that unless one has a legally sufficient interest in a matter, that is, is "aggrieved," the courts cannot be assured that there is a legitimate controversy.

With respect to this requirement of being aggrieved, an individual can demonstrate that he is aggrieved if he can establish that he has a substantial, direct, and immediate interest in the outcome of the litigation in order to be deemed to have standing. An interest is "substantial" if it is an interest in the resolution of the challenge which "surpasses the common interest of all citizens in procuring obedience to the law." Likewise, a "direct" interest mandates a showing that the matter complained of "caused harm to the party's interest," i.e., a causal connection between the harm and the violation of the law. Finally, an interest is "immediate" if the causal connection is not remote or speculative.

The keystone to standing in these terms is that the person must be negatively impacted in some real and direct fashion. If the individual is not adversely affected in any way by the matter he seeks to challenge [, he] is not "aggrieved" thereby and has no standing to obtain a judicial resolution of his challenge. In particular, it is not sufficient for the person claiming to be "aggrieved" to assert the common interest of all citizens in procuring obedience to the law.

Id. at 659-60 (internal citations and quotations omitted).

a hearing on a proposed private sale. Indeed, it was the unsuccessful offeror who took the appeal in *Swift*, 297 A.2d 538.

Conclusion

For the foregoing reasons, the trial court's order is reversed and this case is remanded with instructions to the trial court to order a public sale pursuant to Section 707(1) or (2) of the Public School Code, 24 P.S. §7-707(1), (2), of either (1) all three lots comprising the Ridgfield property, or (2) Lot 1 if the School District wishes to retain ownership of the two one-acre lots adjacent to Lot 1.

ORDER

AND NOW, this 20th day of July, 2016, the order of the Court of Common Pleas of Erie County entered September 10, 2015, in the above-captioned matter is hereby REVERSED, and this matter is REMANDED for the trial court to order a public sale of property pursuant to Section 707(1) or (2) of the Public School Code of 1949, Act of March 10, 1949, P.L. 30, *as amended*, 24 P.S. §7-707(1), (2), in accordance with the attached opinion.

Jurisdiction is relinquished.

/s/ MARY HANNAH LEAVITT
President Judge

**IN THE MATTER OF PRIVATE SALE OF PROPERTY BY THE MILLCREEK
TOWNSHIP SCHOOL DISTRICT**

Appeal of: Montessori Regional Charter School
IN THE COMMONWEALTH COURT OF PENNSYLVANIA
No. 1922 C.D. 2015
Argued: April 12, 2016

BEFORE: HONORABLE MARY HANNAH LEAVITT, President Judge
HONORABLE ROBERT SIMPSON, Judge
HONORABLE DAN PELLEGRINI, Senior Judge

DISSENTING OPINION BY
SENIOR JUDGE PELLEGRINI

FILED: July 20, 2016

Because the majority reverses the Court of Common Pleas of Erie County's (trial court's) approval of a private sale of property because it believes that it would be better for Millcreek Township School District (School District) to sell at a public sale that property as well as additional property, I respectfully dissent because the majority is substituting its discretion for that of the School District's, as well as ordering an improper remedy. I would affirm the trial court's approval of a private sale of the property because it satisfies Section 707 of the Public School Code of 1949, Act of March 10, 1949, P.L. 30, *as amended*, 24 P.S. §7-707(3),

The School District owns property located at 3227 Highland Road, Millcreek Township, Pennsylvania (Ridgefield Property), within the R-1 single-family residential zoning district. It is subdivided into three separate lots totaling approximately 7.9 acres. Lot 1 encompasses approximately 5.9 acres containing the Ridgefield Elementary School building, a playground, a parking lot and open space. The other two lots are adjacent to Lot 1 and total approximately two acres of green space.

This appeal involves the trial court's approval of a private sale by the School District of Lot 1 only. After it rejected offers to purchase the entire Ridgefield Property, the School District sought to sell Lot 1 through a private sale to VNet Holdings, LLC (VNet) for \$1.1 million, with the condition that the property is rezoned to permit commercial business. The School District desired to retain the two acres as buffer space and for recreational purposes. Because it was a private sale, the School District needed approval from the trial court that the sale of Lot 1 to VNet was "a fair and reasonable one and . . . a better price than could be obtained at public sale." 24 P.S. §7-707(3). Montessori Regional Charter School (Montessori) intervened, stating that it desired to purchase the entire Ridgefield Property, not just Lot 1, for \$1.6 million.

After a hearing, the trial court approved the School District's petition because VNet was the only party to make an offer to exclusively purchase Lot 1 and, based on the affidavits and testimony of real estate experts, the price was fair and reasonable and a better price than could be obtained at a public sale. It also found Montessori's \$1.6 million offer to purchase the entire property of no import because the only matter before it was whether the private sale of Lot 1 was fair and reasonable.

The majority finds that the trial court abused its discretion in approving the sale of Lot 1 and, not taking into consideration the \$1.6 million offer to the School District for the purchase of the entire Ridgefield Property, inexplicably finds that "[t]he fact that Montessori's offer was

for all 7.9 acres rather than 5.9 acres is of no moment." Majority Opinion at 13. Seemingly, the majority reasons that the difference in acreage can be dismissed because, at one point, the School District considered selling the entire Ridgefield Property and Montessori has agreed to permit the adjacent lots to be used for recreational purposes. If that were not enough, the majority remands and instructs the trial court to order a public sale of the entire Ridgefield Property through either the sealed bid process or public auction, *See* 24 P.S. §§7-707(1)&(2).

I dissent because our review is restricted to whether the trial court abused its discretion when it determined the School District's proposed sale of Lot 1 to VNet was "a fair and reasonable one and . . . a better price than could be obtained at public sale." 24 P.S. §7-707(3).¹ Rather than review what was before the trial court and before us, the approval of the sale of Lot 1, the majority finds that Montessori's fundamentally dissimilar offer for the entire Ridgefield Property is more advantageous for the School District and then goes on to instruct the School District to conduct a public sale of all of that property.

While it may or may not be advantageous for the School District to sell all the property, that is not a decision for us to make but for the School District (i.e., its elected School Board) which is given the power to make those choices regarding which and how much of its property it desires to sell. *See* 24 P.S. §7-703. Simply, Section 707(3) of the Public School Code, 24 P.S. §7-707(3), only instills a court with the power of "approval" and its corollary refusal. As we explained in *Swift v. Abington School District*, 297 A.2d 538 (Pa. Cmwlth. 1972), "[t]he statute gives the court power to approve or disapprove a private sale made by the board. The statute gives the court no power to negotiate for a better price, make a new sale or conduct an auction." *Id.* at 540 (citing *McKees Rocks Borough School District Petition*, 62 A.2d 20 (Pa. 1948)).

Because this matter involves the School District's petition to privately sell Lot 1 to VNet, the trial court was only permitted to determine whether VNet's exclusive purchase of Lot 1 for \$1.1 million complies with 24 P.S. §7-707(3). Any purported offer by Montessori to buy the entire Ridgefield Property is irrelevant when calculating the best price obtainable for Lot 1 only. Because VNet has offered two affidavits and multiple testimonies stating that the proposal complies with 24 P.S. §7-707(3) and because VNet is the only potential buyer make an offer to exclusively purchase Lot 1, I would affirm the trial court's approval of the School District's private sale of that property.

/s/ DAN PELLEGRINI
Senior Judge

¹ "Under the abuse of discretion standard of review, abuse of discretion may not be found merely because the appellate court might have reached a different conclusion; rather, it requires a showing of manifest unreasonableness or partiality, prejudice, bias or ill will or such lack of support as to be clearly erroneous," *Marker v. Department of Transportation*, 677 A.2d 345, 347 (Pa. Cmwlth. 1996) (citing *Paden v. Baker Concrete Construction, Inc.*, 658 A.2d 341 (Pa. 1995)).

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LEGAL NOTICE

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW
NO. 12916-15

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE

The Bank of New York Mellon f/k/a The Bank of New York as successor in interest to JPMorgan Chase Bank, National Association, as Trustee for C-BASS Mortgage Loan Asset-Backed Certificates, Series 2005-CB8, c/o Ocwen Loan Servicing, LLC, Plaintiff vs. Jodie Fedorko, Known Heir of Max Rodax, Shelly Rodax, Known Heir of Max Rodax, Sherry L. Rodax a/k/a Sherry Lynn Rodax and Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or Under Max Rodax, Defendants

TO: Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or Under Max Rodax, Defendant(s), whose last known address is 2718 E. 43rd Street, Erie, PA 16510.

COMPLAINT IN MORTGAGE FORECLOSURE

You are hereby notified that Plaintiff, The Bank of New York Mellon f/k/a The Bank of New York as successor in interest to JPMorgan Chase Bank, National Association, as Trustee for C-BASS Mortgage Loan Asset-Backed Certificates, Series 2005-CB8, c/o Ocwen Loan Servicing, LLC, has filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of Erie County, Pennsylvania, docketed to NO. 12916-15, wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 2718 E. 43rd Street, Erie, PA 16510, whereupon your property would be sold by the Sheriff of Erie County.

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the notice above, you must take action within twenty (20) days after this Complaint and Notice are served,

by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH THE INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE. Erie County Lawyer Referral Service, Erie County Bar Assoc., 302 W. 9th St., Erie, PA 16502, 814.459-4411. Mark J. Udren, Lorraine Gazzara Doyle, Sherri J. Braunstein, Elizabeth L. Wassall, John Eric Kishbaugh, Nicole B. Labletta & David Neeren, Attys. For Plaintiff, Udren Law Offices, P.C., 111 Woodcrest Rd., Ste. 200, Cherry Hill, NJ 08003, 856.669.5400.

Jul. 29

LEGAL NOTICE

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW
NO. 11413-2016

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE

Reverse Mortgage Solutions, Inc., Plaintiff vs. Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or Under Mary Ann Heaven, Tammy Lee Mertz, as Known Heir and as a Personal Representative of the Estate of Mary Ann Heaven, Steven G. Heaven, Known Heir of Mary Ann

Heaven, Les R. Heaven, Known Heir of Mary Ann Heaven, and Estate of Mary Ann Heaven, c/o Tammy Lee Mertz, Personal Representative, Defendants

TO: Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or Under Mary Ann Heaven, Defendant(s), whose last known address is 226 East 4th Street, Waterford, PA 16441.

COMPLAINT IN MORTGAGE FORECLOSURE

You are hereby notified that Plaintiff, Reverse Mortgage Solutions, Inc., has filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of Erie County, Pennsylvania, docketed to NO. 11413-2016, wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 226 East 4th Street, Waterford, PA 16441, whereupon your property would be sold by the Sheriff of Erie County.

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the notice above, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH THE INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT

AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE. Erie County Lawyer Referral Service, Erie County Bar Assoc., 302 W. 9th St., Erie, PA 16502, 814.459-4411. Mark J. Udren, Lorraine Gazzara Doyle, Sherri J. Braunstein, Elizabeth L. Wassall, John Eric Kishbaugh, Nicole B. Labletta, David Neeren & Morris Scott, Attys. For Plaintiff, Udren Law Offices, P.C., 111 Woodcrest Rd., Ste. 200, Cherry Hill, NJ 08003, 856.669.5400.

Jul. 29

LEGAL NOTICE

In The Court of Common Pleas Of Erie County, Pennsylvania
Civil Action-Law
No. 10080-15

Notice of Action in Mortgage Foreclosure

The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Certificateholders of CWMBBS, Inc., Alternative Loan Trust 2003-4CB, Mortgage Pass-Through Certificates, Series 2003-12, Plaintiff vs. Martha E. Kocher and Goldie Kocher, Known Heir of Lucille L. Mook and Sandra Kocher, Known Heir of Lucille L. Mook and Lawrence Kocher, Known Heir of Lucille L. Mook and Timothy Kocher, Known Heir of Lucille L. Mook, and Unknown Heirs, Successors, Assigns and All Persons, firms or Associations claiming right, Title or Interest from or under Lucille L. Mook, Defendants

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Unknown Heirs, Successors, Assigns and All Persons, firms or Associations claiming right, Title or Interest from or under Lucille L. Mook, Defendant(s), whose last known address is 2922 Raspberry Street, Erie, PA 16508.

Your house (real estate) at: 2922 Raspberry Street, Erie, PA 16508, (19) 6219-301, is scheduled to be sold at Sheriff's Sale on September 23, 2016, at 10:00 AM, at Erie County Sheriff's Office, 140 W. Sixth St., Erie, PA 16501, to enforce

the court judgment of \$71,576.42, obtained by The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Certificateholders of CWMBBS, Inc., Alternative Loan Trust 2003-4CB, Mortgage Pass-Through Certificates, Series 2003-12 (the mortgagee) against you. - NOTICE OF OWNER'S RIGHTS - YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE - To prevent this Sheriff's Sale you must take immediate action: 1. The sale will be cancelled if you pay back to The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Certificateholders of CWMBBS, Inc., Alternative Loan Trust 2003-4CB, Mortgage Pass-Through Certificates, Series 2003-12, the amount of the judgment plus costs or the back payments, late charges, costs, and reasonable attorneys fees due. To find out how much you must pay, you may call :(610)278-6800. 2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause. 3. You may be able to stop the sale through other legal proceedings. 4. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice below on how to obtain an attorney.)- YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE - 5. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (610)278-6800. 6. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property. 7. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened you may call (814)451-7012. 8. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened. 9. You

have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you. 10. You may be entitled to a share of the money, which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff no later than thirty days after the Sheriff Sale. This schedule will state who will be receiving the money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the date of filing of said schedule. 11. You may also have other rights and defenses or ways of getting your house back, if you act immediately after the sale. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. Erie County Lawyer Referral Service, Lawyer Referral & Information Service, P.O. Box 1792, Erie, PA 16507, 814.459.4411. PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Christopher A. DeNardo, Kristen D. Little, Kevin S. Frankel, Regina Holloway, Sarah K. McCaffery, Leslie J. Rase, Alison H. Tulio & Katherine M. Wolf, Attys. for Plaintiff
Shapiro & DeNardo, LLC
3600 Horizon Dr., Ste. 150
King of Prussia, PA 19406
610-278-6800

Jul. 29

LEGAL NOTICE

ATTENTION: JEREMY KIMBRO INVOLUNTARY TERMINATION OF PARENTAL RIGHTS

IN THE MATTER OF THE
ADOPTION OF
MINOR MALE CHILD T.J.A
DOB: 06/12/2015

BORN TO: TERRA RENEE
ALLEN A/K/A TERRA RENEE
HOLLOWAY
53 IN ADOPTION 2016

If you could be the parent of the above mentioned child, at the instance of Erie County Office of Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Judge Joseph M. Walsh, III, Court Room No. 208-B, City of Erie on October 4, 2016, at 9:30 a.m. and there show cause, if any you have, why your parental rights to the above child should not be terminated, in accordance with a Petition and Order of Court filed by the Erie County Office of Children and Youth. A copy of these documents can be obtained by contacting the Erie County Office of Children and Youth at (814) 451-7740.

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

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

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

NOTICE REQUIRED BY ACT 101
OF 2010: 23 Pa. C.S §§2731-2742.

This is to inform you of an important option that may be available to you under Pennsylvania law. Act 101 of 2010 allows for an enforceable voluntary agreement for continuing contact or communication following an adoption between an adoptive parent, a child, a birth parent and/or a birth relative of the child, if all parties agree and the voluntary agreement is approved by the court. The agreement must be signed and approved by the court to be legally binding. If you are interested in learning more about this option for a voluntary agreement, contact the Office of Children and Youth at (814) 451-7726, or contact your adoption attorney, if you have one.

Jul. 29

LEGAL NOTICE

ATTENTION: GABRIEL MARIE
BAILEY
INVOLUNTARY TERMINATION
OF PARENTAL RIGHTS

IN THE MATTER OF THE
ADOPTION OF MINOR
FEMALE CHILD G.M.D
DOB: 10/02/2015

46 IN ADOPTION 2016
If you could be the parent of the above mentioned child, at the instance of Erie County Office of Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Judge Robert A. Sambroak, Jr., Court Room No. 217-I, City of Erie on December 22, 2016, at 1:30 p.m. and there show cause, if any you have, why your parental rights to the above child should not be terminated, in accordance with a Petition and Order of Court filed by the Erie County Office of Children and Youth. A copy of these documents can be obtained by contacting the Erie County Office of Children and Youth at (814) 451-7740.

Your presence is required at the Hearing. If you do not appear at this Hearing, the Court may decide that you are not interested in retaining your rights to your children and your failure to appear may affect

the Court's decision on whether to end your rights to your child. You are warned that even if you fail to appear at the scheduled Hearing, the Hearing will go on without you and your rights to your child may be ended by the Court without your being present.

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

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Erie, Pennsylvania 16501
(814) 451-6251

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Jul. 29

LEGAL NOTICE

ATTENTION: UNKNOWN
BIOLOGICAL FATHER
INVOLUNTARY TERMINATION
OF PARENTAL RIGHTS

IN THE MATTER OF THE
ADOPTION OF MINOR MALE
CHILD T.J.A DOB: 06/12/2015
BORN TO: TERRA RENEE
ALLEN A/K/A TERRA RENEE
HOLLOWAY
53 IN ADOPTION 2016

If you could be the parent of the above mentioned child, at the instance of Erie County Office of

Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Judge Joseph M. Walsh, III, Court Room No. 208-B, City of Erie on October 4, 2016, at 9:30 a.m. and there show cause, if any you have, why your parental rights to the above child should not be terminated, in accordance with a Petition and Order of Court filed by the Erie County Office of Children and Youth. A copy of these documents can be obtained by contacting the Erie County Office of Children and Youth at (814) 451-7740.

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

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

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Court Administrator
Room 204 - 205
Erie County Court House
Erie, Pennsylvania 16501
(814) 451-6251

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The agreement must be signed and approved by the court to be legally binding. If you are interested in learning more about this option for a voluntary agreement, contact the Office of Children and Youth at (814) 451-7726, or contact your adoption attorney, if you have one.

Jul. 29

LEGAL NOTICE

ATTENTION: THEA WHITE, SR. INVOLUNTARY TERMINATION OF PARENTAL RIGHTS

IN THE MATTER OF THE ADOPTION OF MINOR MALE CHILD T.J.A DOB: 06/12/2015 BORN TO: TERRA RENEE ALLEN A/K/A TERRA RENEE HOLLOWAY 53 IN ADOPTION 2016

If you could be the parent of the above mentioned child, at the instance of Erie County Office of Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Judge Joseph M. Walsh, III, Court Room No. 208-B, City of Erie on October 4, 2016, at 9:30 a.m. and there show cause, if any you have, why your parental rights to the above child should not be terminated, in accordance with a Petition and Order of Court filed by the Erie County Office of Children and Youth. A copy of these documents can be obtained by contacting the Erie County Office of Children and Youth at (814) 451-7740.

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

You have a right to be represented at the Hearing by a lawyer. You should

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

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Jul. 29

LEGAL NOTICE

ATTENTION: JAMES WILLIAM DECKER INVOLUNTARY TERMINATION OF PARENTAL RIGHTS

IN THE MATTER OF THE ADOPTION OF MINOR FEMALE CHILD G.M.D DOB: 10/02/2015 BORN TO: GABRIEL MARIE BAILEY 46 IN ADOPTION 2016

If you could be the parent of the above mentioned child, at the instance of Erie County Office of Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Judge Robert A. Sambroak, Jr. Court Room No. 217-I, City of Erie on December 22, 2016 at 1:30 p.m. and there show cause, if any you have, why

your parental rights to the above child should not be terminated, in accordance with a Petition and Order of Court filed by the Erie County Office of Children and Youth. A copy of these documents can be obtained by contacting the Erie County Office of Children and Youth at (814) 451- 7740.

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

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

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

NOTICE REQUIRED BY ACT 101 OF 2010: 23 Pa. C.S §§2731-2742. This is to inform you of an important option that may be available to you under Pennsylvania law. Act 101 of 2010 allows for an enforceable voluntary agreement for continuing contact or communication following an adoption between an adoptive parent, a child, a birth parent and/or a birth relative of the child, if all parties agree and the voluntary agreement is approved by the court. The agreement must be signed and approved by the court to be legally binding. If you are interested in learning more about this option for a voluntary agreement, contact the Office of Children and Youth at (814) 451-7726, or contact your adoption attorney, if you have one.

Jul. 29

LEGAL NOTICE

ATTENTION: BRANDON CLARK RICHARDSON
INVOLUNTARY TERMINATION OF PARENTAL RIGHTS

IN THE MATTER OF THE
ADOPTION OF MINOR MALE
CHILD N.H.E.R DOB: 01/09/2012
BORN TO: JESSICA MARIE STEINMILLER
45 IN ADOPTION 2016

If you could be the parent of the above mentioned child, at the instance of Erie County Office of Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Judge Robert A. Sambroak, Jr., Court Room No. 217-I, City of Erie on December 15, 2015, at 1:30 p.m. and there show cause, if any you have, why your parental rights to the above child should not be terminated, in accordance with a Petition and Order of Court filed by the Erie County Office of Children and Youth. A copy of these documents can be obtained by contacting the Erie County Office of Children and Youth at (814) 451-7740.

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

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

Family/Orphan's
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Erie, Pennsylvania 16501
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Jul. 29

LEGAL NOTICE

MILSTEAD & ASSOCIATES, LLC
By: Robert W. Williams, Esquire
Attorney ID#315501
1 E. Stow Road
Marlton, NJ 08053
Attorney for Plaintiff
(856) 482-1400
File No. 85.33184

CitiMortgage, Inc., Plaintiff,
Vs.

Terry Kinnard heir of Georgianne Kinnard, Deceased Mortgage and Real Owner and Unknown heirs, successors, assigns and all persons, firms, or associations claiming right, title or interest from or under Georgianne Kinnard, Deceased Mortgage and Real Owner,

Defendants

COURT OF COMMON PLEAS
ERIE COUNTY
No.: 13324-15
TO: Unknown heirs, successors, assigns and all persons, firms or associations claiming right, title or interest from or under Georgianne Kinnard, Deceased Mortgage and Real Owner
TYPE OF ACTION: CIVIL ACTION/ COMPLAINT IN MORTGAGE FORECLOSURE PREMISES SUBJECT TO FORECLOSURE: 2116McClelland

Avenue, Erie, PA 16510

NOTICE

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

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

INFORMATION ABOUT HIRING A LAWYER.

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

Erie County Lawyer Referral Service

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

Jul. 29

Attorneys Join Quinn Law Firm

The Quinn Law Firm is pleased to announce Attorney Jenna Strohmeyer and Attorney Melissa Larese have joined the firm. Attorney Strohmeyer specializes in municipal and land use law, as well as environmental law and general litigation. Attorney Larese's practice focuses on the probate and administration of decedent's estates, Estate Planning, including Wills, Powers of Attorney, Health Care Powers of Attorney, and Living Wills.



Jenna Strohmeyer, Attorney

Nova Southeastern University Shepard Broad College of Law,
Ft. Lauderdale, Florida - Juris Doctorate 2013
Florida International University, Miami, Florida
Bachelor of Arts 2010



Melissa Larese, Attorney

Duquesne University School of Law, Pittsburgh,
Pennsylvania - Juris Doctorate 2010
Gannon University, Erie, Pennsylvania
Bachelor of Arts 2006

adviser 1944327

QUINN LAW FIRM
A Tradition of Trust
www.quinnfirm.com

2222 West Grandview
Erie 16506

833.2222



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

**AUGUST 19, 2016
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

July 29 and August 5, 12

SALE NO. 1

Ex # 11013 of 2016

**ERIEBANK, a division of CNB
BANK, Plaintiff**

v.

**DOUGLAS GROOMS,
Defendant**

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the Township of Washington, County of Erie and Commonwealth of Pennsylvania being Lot No. 11 of Shenango Heights Subdivision, the same is more particularly described as shown on the map as recorded October, 21, 2003 with the offices of the Recorder of Deeds of Erie County as Map 2003-241 bearing Erie County Tax Index No. (45) 41-

37.3-4.

More commonly known as 2003 Creekside Drive, Edinboro, Pennsylvania and bearing Erie County Tax Index No. (45) 41-37.3-4.

BEING the same premises as was conveyed to Douglas Grooms by Deed dated April 27, 2007 and entered of record on May 7, 2007 in the Recorder's Office of Erie County in Deed and Records Book Volume 1413, Page 2383 and being known as 2003 Creekside Drive, Edinboro, PA and bearing Parcel No. (45) 41-37.3-4.

KNOX McLAUGHLIN
GORNALL & SENNETT, P.C.
Mark G. Claypool, Esquire
PA ID #63199
120 West Tenth Street
Erie, PA 16501
814-459-2800

July 29 and August 5, 12

SALE NO. 2

Ex. #11057 of 2016

**NORTHWEST BANK, f/k/a
NORTHWEST SAVINGS
BANK, Plaintiff**

v.

JOHN J. MADRAS, Defendant.

DESCRIPTION

By virtue of a Writ of Execution filed to No. 11057-2016, Northwest Bank, f/k/a Northwest Savings Bank vs. John J. Madras, owner of property situated in Township of Harborcreek, Erie County, Pennsylvania being 107 Lowry Road, Erie, Pennsylvania 16511 0.6006 acres

Assessment Map Number: (27) 1-3.1-1

Assessed Value Figure: \$291,300.00
Improvement Thereon: Nursing Home

Nicholas R. Pagliari
Pa. Supreme Court ID No. 87877
MacDONALD, ILLIG, JONES & BRITTON LLP
100 State Street, Suite 700
Erie, Pennsylvania 16507-1459
(814) 870-7754

July 29 and August 5, 12

SALE NO. 3

Ex. #12469 of 2015

FIRST NATIONAL BANK OF

**PENNSYLVANIA, Plaintiff
v.**

**Gerald J. Whitmeyer, deceased
and All Unknown Heirs,
Successors, Assigns, and All
Persons, Firms, or Associations
claiming Right, Title or Interest
from or under Gerald J.**

**Whitmeyer, deceased, Patricia
Sarnowski, All Unknown Heirs,
Successors, Assigns, and All
Persons, Firms, or Associations
claiming Right, Title or Interest
from or under Milton E.**

**Whitmeyer, deceased, Margaret
Landers, Milton J. Whitmeyer,
Catherine Gocal, Herman**

**Whitmeyer, Barbara D. Tripp,
All Unknown Heirs, Successors,
Assigns and All Persons, Firms
or Association claiming Right,
Title or Interest from or under
Frederick Whitmeyer, deceased,**

**All Unknown Heirs, Successors,
Assigns, and All Persons, Firms
or Associations claiming Right,
Title or Interest from or under
Kenneth George Whitmeyer,
deceased, Linda Schrecengost,
All Unknown Heirs, Successors,**

**Assigns, and All Persons,
Firms, or Associations claiming
Right, Title or Interest from
or under Robert Whitmeyer,
deceased, Brian Watson, Thomas**

**Watson, Jr., All Unknown
Heirs, Successors, Assigns
and All Persons, Firms, or
Associations claiming Right,
Title or Interest from or under
Virginia Whitmeyer Buczynski,**

**deceased, Judy Buczynski, David
Buczynski, Joyce Lazar, Mark
Buczynski, All Unknown Heirs,**

**Successors, Assigns, and All
Persons, Firms or Associations
claiming Right, Title or Interest
from or under Edward Allen
Buczynski, deceased, and All
Unknown Heirs, Successors,**

**Assigns, and All Persons, Firms,
or Associations claiming Right,
Title or Interest from or under
Allen Adam Buczynski, deceased
in their capacity as Heirs of
Gerald J. Whitmeyer, deceased,**

Defendants

**DEFENDANTS OF
REAL ESTATE**

ALL that certain piece or parcel of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to-wit: BEING Lot Number Eleven (11) in Block "C" of the replot of the Morrison & Dinsmore Subdivision of part of Reserve Tract No. 66 in Millcreek Township, now City of Erie, Erie County, Pennsylvania, recorded on the fifth day of June, 1916 in the Recorder's Office of Erie County, in Map Book No. 2, Pages 134 and 135. Having erected thereon a two-story frame dwelling. Said premises being commonly known as 443 East 33rd Street, Erie, Pennsylvania 16504 and being further identified by Erie County Tax Index No. (18) 5370-209. Being the same premises conveyed to Gerald J. Whitmeyer, by Deed dated January 7, 2002 and recorded January 8, 2002 in the Office of the Recorder of Deeds of Erie County, Pennsylvania in Record Book 0841, page 1666.

Nicholas R. Pagliari
Pa. Supreme Court ID No. 87877
MacDONALD, ILLIG, JONES & BRITTON LLP
100 State Street, Suite 700
Erie, Pennsylvania 16507-1459
(814) 870-7754

July 29 and August 5, 12

SALE NO. 4

Ex. #13055 of 2015
Wells Fargo Bank, N.A. successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for First Franklin Mortgage Loan Trust 2003-FF5 Asset-Backed Certificates Series 2003-FF5, Plaintiff
v.
DANIELLE SHAW, KNOWN HEIR OF MYRA SCHNEIDER A/K/A MYRA K. SCHNEIDER DONNA HIME, PERSONAL REPRESENTATIVE OF THE ESTATE OF MYRA SCHNEIDER A/K/A MYRA K. SCHNEIDER
JOSEPH SHAW, KNOWN HEIR OF MYRA SCHNEIDER A/K/A MYRA K. SCHNEIDER ESTATE OF MYRA

SCHNEIDER A/K/A MYRA K. SCHNEIDER UNKNOWN HEIRS, SUCCESSORS, ASSIGNS AND ALL PERSONS, FIRMS OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER MYRA SCHNEIDER A/K/A MYRA K. SCHNEIDER, Defendant(s) SHERIFF'S SALE

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF ERIE, COUNTY OF ERIE COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT IN THE WEST LINE OF PERRY STREET, TWO HUNDRED THIRTY-SIX AND ONE-HALF (236 1/2) FEET SOUTH OF THE SOUTH LINE OF TWENTY-SIXTH STREET; THENCE WESTWARDLY PARALLEL WITH TWENTY-SIXTH STREET, EIGHTY-SIX AND ONE HUNDRED TWENTY-FIVE THOUSANDTHS (86.125) FEET; THENCE SOUTHWARDLY PARALLEL WITH PERRY STREET, THIRTY-TWO (32) FEET; THENCE EASTWARDLY PARALLEL WITH TWENTY-SIXTH STREET, EIGHTY-SIX AND ONE HUNDRED TWENTY-FIVE THOUSANDTHS (86.125) FEET TO THE WEST LINE OF PERRY STREET; THENCE NORTHWARDLY ALONG THE WEST LINE OF PERRY STREET, THIRTY-TWO (32) FEET TO THE PLACE OF BEGINNING, AND HAVING ERECTED THEREON A TWO STORY FRAME DWELLING AND FRAME GARAGE AND BEING MORE COMMONLY KNOWN AS 2626 PERRY STREET, ERIE, PA MORE COMPLETELY DESCRIBED UNDER ERIE COUNTY INDEX NO. (18) 5056-109. BEING KNOWN AS: 2626 Perry Street, Erie, PA 16504 PARCEL NUMBER: (18)50-56-109 TITLE TO SAID PREMISES IS VESTED IN Myra K. Schneider, single BY DEED FROM Randy

W. Bond and Maria W. Davison, married DATED 11/21/2003 RECORDED 12/12/2003 IN DEED BOOK 1093 PAGE 2261. Udrén Law Offices, P.C. Sherri J. Braunstein, Esquire PA ID 90675 111 Woodcrest Road, Suite 200 Cherry Hill, NJ 08003-3620 856-669-5400
July 29 and August 5, 12

SALE NO. 5

Ex. #11070 of 2016
MARQUETTE SAVINGS BANK, Plaintiff
v.
DIXIE L. WARREN, Defendant
SHERIFF'S SALE
By virtue of a Writ of Execution filed at No. 2016-11070, Marquette Savings Bank vs. Dixie L. Warren, owner of property situate in the Township of Lawrence Park, Erie County, Pennsylvania being: 1221 Silliman Avenue, Erie, Pennsylvania. 40' X 125' X 40' X 125' Assessment Map Number: (29) 17-61-11 Assessed Value Figure: \$61,950.00 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
July 29 and August 5, 12

SALE NO. 6

Ex. #10975 of 2016
NORTHWEST SAVINGS BANK, Plaintiff
v.
MICHAEL E. HERGET, Defendant
SHERIFF'S SALE
By virtue of a Writ of Execution filed at No. 2016-10975, Northwest Savings Bank vs. Michael E. Herget, owner of property situate in the Township of Lawrence Park, Erie County, Pennsylvania being: 1076 Silliman Avenue, Erie, Pennsylvania. Approx. 40' X 125' X 40' X 125' Assessment Map Number: (29) 18-59-18

Assessed Value Figure: \$88,870.00
 Improvement Thereon: Residence
 Kurt L. Sundberg, Esq.
 Marsh Spaeder Baur Spaeder
 & Schaaf, LLP
 Suite 300, 300 State Street
 Erie, Pennsylvania 16507
 (814) 456-5301

July 29 and August 5, 12

SALE NO. 7

Ex. #10092 of 2016
DITECH FINANCIAL
LLC F/K/A GREEN TREE
SERVICING LLC, Plaintiff
 v.
Debra C. Slomski, Defendant

ADVERTISING DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the City of Erie, County of Erie, and State of Pennsylvania.
 BEING KNOWN AS: 740 East 14th Street, Erie, PA 16503
 PARCEL #15-020-036.0-227.00
 Improvements: Residential Dwelling.
 Gregory Javardian, Esquire
 ID. NO. 55669
 1310 Industrial Boulevard
 Southampton, PA 18966
 (215) 942-9690

July 29 and August 5, 12

SALE NO. 8

Ex. #10875 of 2016
LAKEVIEW LOAN
SERVICING, LLC, Plaintiff
 v.
JAMES ASEL AKA
JAMES S. ASEL, Defendant(s)
SHERIFF'S SALE

All that certain piece or parcel of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:
 Beginning at a point in the south line of West Twenty-Third Street, fifty (50) feet east of the intersection of the east line of Geist Road with the south line of West Twenty-Third Street; thence North 64 degrees 00 minutes East, along the south line of West Twenty-Third Street, fifty (50) feet to a point in the south line of West Twenty-Third Street; thence South 26 degrees 32 minutes East, one hundred thirty-five (135) feet

to a point; thence South 64 degrees 00 minutes West, fifty (50) feet to a point; thence North 26 degrees. 32 minutes West, one hundred thirty-five (135) feet to a point in the south line of West Twenty-Third Street, the point of beginning.
 APN: (19) 6210-115
 PROPERTY ADDRESS: 1855 West 23rd Street Erie, PA 16502
 KML Law Group, P.C.
 Attorney for Plaintiff
 Suite 5000 - BNY Independence Center, 701 Market Street Philadelphia, PA 19106
 (215) 627-1322

July 29 and August 5, 12

SALE NO. 9

Ex. #14419 of 2011
WELLS FARGO BANK, N.A.,
Plaintiff
 v.

BRIAN GLASS, Believed Heir and/or Administrator of the Estate of James M. Glass Sr.
DAWN GLASS, Believed Heir and/or Administrator of the Estate of James N. Glass Sr.
SHAWN GLASS, Believed Heir and/or Administrator of the Estate of James M. Glass Sr.
JAMES GLASS, JR., Believed Heir and/or Administrator of the Estate of James M. Glass Sr.
Unknown Heirs and Administrators of the Estate of James M. Glass Sr.
Defendant(s)

DESCRIPTION

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF SUMMIT, COUNTY OF ERIE AND STATE OF PENNSYLVANIA, BEING PART OF TRACT NO. 367, IN THE PLAN OF SAID TOWNSHIP, BOUNDED AND DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT IN THE CENTER LINE OF THE PAVEMENT IN THE PERRY HIGHWAY, FOUR HUNDRED (TWENTY-FIVE AND NINE-TENTHS (425.9) FEET SOUTH, 36 DEGREES 20 MINUTES EAST FROM THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF THE

JOHNSON ROAD: THENCE NORTH 48 DEGREES 50 MINUTES EAST ALONG THE SOUTH LINE OF LOT NO. SEVEN (7), SEVEN HUNDRED FIFTY-SEVEN AND THIRTY TWO ONE-HUNDREDTHS (757.32) FEET TO AN IRON PIN; THENCE SOUTH 36 DEGREES 5 MINUTES EAST, SEVENTY-TWO (72) FEET TO AN IRON PIN; THENCE SOUTH 48 DEGREES 50 MINUTES WEST, SEVEN HUNDRED FIFTY-SEVEN (757) FEET TO THE CENTER LINE OF THE PERRY HIGHWAY, PASSING OVER AN IRON PIN IN THE EAST LINE THEREOF THENCE NORTH 36 DEGREES 20 MINUTES WEST ALONG THE CENTER LINE OF THE PERRY HIGHWAY, SEVENTY-TWO (72) FEET TO THE PLACE OF BEGINNING. CONTAINING ONE AND TWENTY-FIVE HUNDREDTHS (1.25) ACRES OF LAND, MORE OR LESS.
 PROPERTY PARCEL NO.: 40-12-53-20
 PROPERTY ADDRESS: 8335 Perry Highway Erie, PA 16509
 KML Law Group, P.C.
 Attorney for Plaintiff
 SUITE 5000 - BNY Independence Center 701 Market Street Philadelphia, PA 19106-1532
 (215) 627-1322

July 29 and August 5, 12

SALE NO. 10

Ex. #10011 of 2016
JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION,
Plaintiff
 v.
ROBERT J. KENNEDY
GENEVIEVE S. KENNEDY,
Defendant(s)
DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the Township of Harborcreek, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:
 ALL of Lots #5, #6 and #7 of the Virginia M. Aichner Subdivision of land, a plot or plan of which is recorded in the Office of the

Recorder of Deeds for Erie County in Map Book 3 at Page 280. Excepting and reserving from Lot #5, a 201 strip of land along the south boundary line of Lot #3 to the eastern boundary line of Lot #5, said strip being an extension of the private drive shown on the said plot or plan to the easterly line of subdivision. Reference to the plot or plan being made herein for a further description of said property.

TOGETHER WITH joint ownership and perpetual right to use at all times, with the owners of lots in said subdivision, of land designated on the said plot or plan as private drive and private park.

Formerly bearing Erie County Assessment Index Numbers (27) 29-27-16 & (27) 29-27-17.

TAX PARCEL NO.: 27-029-027.0-016.00

PROPERTY ADDRESS: 369 Mooreheadville Road, North East, PA 16428

KML Law Group, P.C.
Attorney for Plaintiff
Suite 5000 - BNY Independence
Center, 701 Market Street
Philadelphia, PA 19106
(215) 627-1322

July 29 and August 5, 12

SALE NO. 11

Ex. #13278 of 2015
FIRST NIAGARA BANK, N.A.,
Plaintiff
v.

SHAWN P. SKITKA a/k/a
SHAWN SKITKA, Defendant(s)

DESCRIPTION

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

BEGINNING at a point in the center line of Tanner Road (Township RT. 465), located 760 feet eastwardly along the center line of said road from the point of its intersection with the line running between Amity and Wayne Townships; thence, northwardly at right angle to Tanner Road, 209 feet to a point; thence, eastwardly and parallel to the center line of Tanner Road, 209 feet to a

point; thence, southwardly at right angle to Tanner Road, 209 feet to a point in the center line of Tanner Road; thence, Westwardly along the center line of Tanner Road, 209 feet to the place of beginning.

PARCEL NO.: (49) 10-27-5
PROPERTY ADDRESS: 11070 Fenno Road, Wayne, PA 16438
KML Law Group, P.C.

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

July 29 and August 5, 12

SALE NO. 12

Ex. #10110 of 2016
U.S. Bank National Association,
as Trustee for the Pennsylvania
Housing Finance Agency,
Plaintiff

v.

Kayla E. Darr, Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution No. 2016-10110, U.S. Bank National Association, as Trustee for the Pennsylvania Housing Finance Agency, Plaintiff vs. Kayla E. Darr, Defendants

Real Estate: 137 CRANCH AVENUE, ERIE, PA 16511
Municipality: City of Erie, Erie County, Pennsylvania
Dimensions: 57 x 151.35
Instrument No: 2010-023848
Tax I.D. (14) 1113-219.
Assessment: \$14,300 (Land)
\$71,470 (Bldg)

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

July 29 and August 5, 12

SALE NO. 13

Ex. #10472 of 2016
U.S. National Association, as
Trustee for the Pennsylvania
Housing Agency, Plaintiff
v.

Gregory M. Strickland,
Defendant
SHERIFF'S SALE

By virtue of a Writ of Execution No. 2016-10472, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff VS. GREGORY M. STRICKLAND, Defendant

Real Estate: 2633 CAUGHEY ROAD, ERIE, PA 16506
Municipality: Township of Millcreek

Erie County, Pennsylvania
See Deed Instrument: 2013-013500
Tax I.D. (33) 69-256-4
Assessment: \$30,300. (Land)
\$79,490. (Bldg)

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

July 29 and August 5, 12

SALE NO. 14

Ex. #10145 of 2012
HSBC Bank USA, National
Association, as Trustee for Wells
Fargo Home Equity Asset-
Backed Securities 2006-3 Trust,
Home Equity Asset-Backed
Certificates, Series 2006-3,
Plaintiff

v.

Mark J. Anders, a/k/a Mark
Anders; Molly Anders,
Defendants

SHERIFF'S SALE

HSBC Bank USA, National Association, as Trustee for Wells Fargo Home Equity Asset-Backed Securities 2006-3 Trust, Home Equity Asset-Backed Certificates, Series 2006-3 vs. Mark J. Anders, a/k/a Mark Anders; Molly Anders, owner(s) of property situated in The Township of Millcreek, County of Erie, Commonwealth of Pennsylvania being 428 Zephyr Avenue AKA 428 Zephyr Street, Erie, PA 16505
2253

Assessment Map Number: Book No. 2, Pages 487 and 498
Assessed Value figure: \$122,910.00
Improvement thereon: Single Family Dwelling

Kimberly J. Hong, Esquire
 Manley Deas Kochalski LLC
 PO Box 165028
 Columbus, OH 43216-5028
 614-220-5611
 July 29 and August 5, 12

SALE NO. 15

Ex. #12151 of 2013
Wells Fargo Financial
Pennsylvania, Inc. Plaintiff

v.

Kathleen M. Malesiewski, a/k/a
Kathleen Malesiewski;
Thomas J. Malesiewski, a/k/a
Thomas Malesiewski; States of
America United, Defendant
SHERIFF'S SALE

By virtue of a Writ of Execution file to No. 2013-12151 Wells Fargo Financial Pennsylvania, Inc. vs. Kathleen M. Malesiewski, AKA Kathleen Malesiewski; Thomas J. Malesiewski, AKA Thomas Malesiewski; States of America United owner(s) of property situated in The Township of North East, County of Erie, Commonwealth of Pennsylvania being 12093 Middle Road, North East, PA 16428 1856
 Assessment Map Number: Book 12 Page 70
 Assessed Value figure: \$81,900.00
 Improvement thereon: Single Family Dwelling
 Kimberly J. Hong, Esquire
 Manley Deas Kochalski LLC
 PO Box 165028
 Columbus, OH 43216-5028
 614-220-5611
 July 29 and August 5, 12

SALE NO. 16

Ex. #13366 of 2015
Wells Fargo Bank, N.A., Plaintiff

v.

Dana Leisle Williams, Jr.,
Defendant
SHERIFF'S SALE

By virtue of a Writ of Execution file to No. 2015-13366, Wells Fargo Bank, N.A. vs. Dana Leisle Williams, Jr., owner(s) of property situated in The City of Erie, County of Erie, Commonwealth of Pennsylvania being 153 East 30th Street, Erie, PA 16504 35.75 x 140

Assessment Map Number:
 18050086020800
 Assessed Value figure: \$62,000.00
 Improvement thereon: Single Family Dwelling
 Manley Deas Kochalski LLC
 PO Box 165028
 Columbus, OH 43216-5028
 614-220-5611
 July 29 and August 5, 12

SALE NO. 17

Ex. #11278 of 2015
M&T Bank
 v.
Robert L. Best and
Patricia A. Best
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 11278-15, M&T Bank vs. Robert L. Best and Patricia A. Best, owner(s) of property situated in City of Erie, Erie County, Pennsylvania being 1529 W 42nd Street, Erie, PA 16509 384 Square Feet
 Assessment Map number:
 19061069020700
 Assessed Value figure: 96,140.00
 Improvement thereon: Residential Dwelling
 Alicia M. Sandoval
 Mattleman, Weinroth & Miller, P.C.
 401 Route 70 East, Suite 100
 Cherry Hill, NJ 08034
 (856) 429-5507
 July 29 and August 5, 12

SALE NO. 18

Ex. 10620 of 2016
Bank of America, N.A., Plaintiff

v.

Richard M. Arndt a/k/a Richard
Ardnt, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution, filed to No. 10620-2016, Bank of America, N.A. vs. Richard M. Arndt a/k/a Richard Arndt
 Amount Due: \$81,462.68
 Richard M. Arndt a/k/a Richard Arndt, owner(s) of property situated in Erie County, Pennsylvania being 1022 W 21ST Street, Erie, PA 16502-2407
 Dimensions: 42 X 135
 Acreage: 0.1302
 Assessment Map number:
 (19)6030-235

Assessed Value: \$63,100.00
 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
 July 29 and August 5, 12

SALE NO. 19

Ex. #10627 of 2015
Lsf8 Master Participation Trust,
Plaintiff

v.

Cynthia Lee Bilotti, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10627-15 Lsf8 Master Participation Trust vs. Cynthia Lee Bilotti
 Amount Due: \$145,481.58
 Cynthia Lee Bilotti, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 1037 West 24th Street, Erie, PA 16502-2424
 Dimensions: 35 X 135
 Acreage: 0.1085
 Assessment Map number:
 19060032021400
 Assessed Value: \$100,000.00
 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
 July 29 and August 5, 12

SALE NO. 20

Ex. #13604 of 2015
The Bank of New York Mellon
Trust Company, National
Association fka The Bank of
New York Trust Company,
N.A. as successor to JPMorgan
Chase Bank, N.A., as Trustee
for Residential Asset Mortgage
Products, Inc., Mortgage
Asset-Backed Pass-Through
Certificates series 2005-RZ2 c/o
Ocwen Loan Servicing, LLC,
Plaintiff

v.

James W. Crissman and Jessica

R. Crissman a/k/a Jessica Crissman, Defendants
LEGAL DESCRIPTION

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

BEING Lot No. Three Hundred (300) of Burton Heights Subdivision in the western part of Tract 62, as shown upon map of Subdivision recorded in the Office of the Recorder of Deeds for Erie County in map Book 1, Page 403.

BEING the same premises which Jessica Crissman f/k/a Jessica Reed and James W. Crissman, husband and wife, by Deed dated June 15, 2005 and recorded on June 23, 2005 in the office of the recorder of deeds in and for Erie County at book 1244 page 1878 granted and conveyed unto Jessica R. Crissman and James W. Crissman, husband and wife.

PROPERTY ADDRESS: 3613 Pennsylvania Avenue, Erie, PA 16504

PARCEL 18052011052200
ANDREW J. MARLEY, ESQUIRE
STERN & EISENBERG, PC

1581 Main St, Suite 200
The Shops at Valley Square
Warrington, PA 18976

(215) 572-8111

July 29 and August 5, 12

SALE NO. 21

Ex. #10474 of 2016

U.S. Bank National Association, Plaintiff
v.

Theresa B. Fisher, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10474-2016, U.S. Bank National Association vs. Theresa B. Fisher

Amount Due: \$51,317.56

Theresa B. Fisher, owner(s) of property situated in the City of Erie, Erie County, Pennsylvania being 2620 Sassafras Street, Erie, PA 16508-1827

Dimensions: 27.41 x 11r.

Acreage: 0.0499

Assessment Map number:
19060053040300

Assessed Value: \$65,510.00
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

July 29 and August 5, 12

SALE NO. 22

Ex. #10241 of 2016

PHH Mortgage Corporation, f/k/a Instamortgage.Com, Plaintiff
v.

David B. Getz a/k/a David Getz, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10241-2016, PHH Mortgage Corporation, f/k/a Instamortgage.Com vs. David B. Getz a/k/a David Getz

Amount Due: \$85,442.02
David B. Getz a/k/a David Getz, owner(s) of property situated in the City of Erie, 3rd Ward, Erie County, Pennsylvania being 1229 West 10th Street, Erie, PA 16502-1016 A/K/A 1229 31 W 10th Street, Erie, PA 16502

Dimensions: 41.25 x 165

Acreage: 0.1562

Assessment Map number:
16030058011200

Assessed Value: \$96,230.00

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

July 29 and August 5, 12

SALE NO. 23

Ex. #12799 of 2015

Wells Fargo Bank, NA, Plaintiff
v.

Norman H. Martin, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 2015-12799 Wells Fargo Bank, NA vs. Norman H. Martin

Amount Due: \$112,816.72
Norman H. Martin, owner(s)

of property situated in AMITY TOWNSHIP, Erie County, Pennsylvania being 13564 Hopson Hill Road, Union City, PA 16438-9016

Dimensions: 1632 Sq. Ft.

Acreage: 1.7830

Assessment Map number:
02007016000500

Assessed Value: \$71,860.00

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

July 29 and August 5, 12

SALE NO. 25

Ex. #10838 of 2016

Wells Fargo Bank, NA, Plaintiff
v.

Andrea J. Snyder, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10838-16 Wells Fargo Bank, NA vs. Andrea J. Snyder

Amount Due: \$80,728.64
Andrea J. Snyder, owner(s) of property situated in Erie County, Pennsylvania being 416 Euclid Avenue, Erie, PA 16511-1126

Dimensions: 1516

Acreage: 0.1333

Assessment Map number:
14011022020800

Assessed Value: \$ 92,300.00

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

July 29 and August 5, 12

SALE NO. 26

Ex. #10495 of 2016

The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage

**Asset-Backed Pass-Through
Certificates Series 2006-Rz4,
Plaintiff**

v.

**Judy M. Tome, Defendant(s)
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 10495-16, The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-Rz4 vs. Judy M. Tome Amount Due: \$123,333.85.

Judy M. Tome, owner(s) of property situated in GIRARD TOWNSHIP, Erie County, Pennsylvania being 9164 Meadowview Court, Girard, PA 16417-9607

Dimensions: 76 X 140

Acreage: 0.2443

Assessment Map number: 24024036000141

Assessed Value: 102,270.00

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

July 29 and August 5, 12

SALE NO. 27

Ex. #12860 of 2015

**Wells Fargo Bank, N.A. as
Trustee for Option One Mortgage
Loan Trust 2001-D, Asset-Backed
Certificates, Series 2001-D,
Plaintiff**

v.

**Thomas C. Trapp, Defendant(s)
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 12860-15 Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust 2001-D, Asset-Backed Certificates, Series 2001-D vs. Thomas C. Trapp Amount Due: \$85,505.95

Thomas C. Trapp, owner(s) of property situated in AMITY TOWNSHIP, Erie County, Pennsylvania being 12565 Arbuckle

Road, Union City, PA 16438-9023
Dimensions: 32 X 34
Acreage: 2.0810
Assessment Map number: 02-001-002.0-001.01
Assessed Value: \$109,890.00
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

July 29 and August 5, 12

SALE NO. 29

Ex. #13181 of 2015

**The Bank of New York Mellon
f/k/a The Bank of New York
as Successor in Interest to
JPMorgan Chase Bank, National
Association, as Trustee for
C-Bass Mortgage Loan Asset-
Backed Certificates, Series 2006-
Rp1, Plaintiff**

v.

Tracy M. Stufft

**Frank E. Wentling, Defendant(s)
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13181-15, The Bank of New York Mellon f/k/a The Bank of New York as Successor in Interest to JPMorgan Chase Bank, National Association, as Trustee for C-Bass Mortgage Loan Asset-Backed Certificates, Series 2006-Rp1 vs. Tracy M. Stufft, Frank E. Wentling Amount Due: \$75,127.06

Tracy M. Stufft, Frank E. Wentling, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 3015 French Street, Erie, PA 16504-1066

Dimensions: 35 X 110

Acreage: 0.0884

Assessment Map number: 18-050-086.0-225.00

Assessed Value: \$75,020.00

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

July 29 and August 5, 12

SALE NO. 30

Ex. #10684 of 2015

Wells Fargo Bank, NA, Plaintiff

v.

Matthew J. Wickham

**Susan R. Wickham, Defendant(s)
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 10684-2015, Wells Fargo Bank, NA vs. Matthew J. Wickham, Susan R. Wickham Amount Due: \$65,097.64

Matthew J. Wickham, Susari R. Wickham, owner(s) of property situated in LAKE CITY BOROUGH, Erie County, Pennsylvania being 2379 Elk Street, Lake City, PA 16423-1307

Dimensions: 50 X 146

Acreage: 0.1676

Assessment Map number: 28014029001400

Assessed Value: \$74,700.00

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

July 29 and August 5, 12

SALE NO. 31

Ex. #10041 of 2016

**EMC MORTGAGE LLC,
FORMERLY KNOWN AS EMC
MORTGAGE CORPORATION
C/O WELLS FARGO BANK,
N.A., Plaintiff**

v.

**RODERICK M. JONES,
Defendant**

ADVERTISING DESCRIPTION

ALL THAT CERTAIN lot or piece of ground situate in the City of Erie, 6th Ward, County of Erie and State of Pennsylvania, being known as Lot No. 9 of the North block of Outlot 166 of the Division of the real estate of Conrad Brown, deceased, and being more particularly described and bounded as follow, to wit:

BEING KNOWN AS: 826 BROWN AVENUE, ERIE, PA 16520 PARCEL# (19)6021-310

Improvements: Residential Dwellling.

Powers Kirn & Associates, LLC

Jill Manuel-Coughlin, Esquire
 ID No. 63252
 Eight Neshaminy Interplex
 Suite 215
 Trevoze, PA 19053
 (215) 942-2090
 July 29 and August 5, 12

SALE NO. 32

Ex. #14341 of 2006
JPMorgan Chase Bank, National Association, Plaintiff

v.

Kevin A. Dukich and Kimberly M. Dukich, Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 14341-06 JPMorgan Chase Bank, National Association vs. Kevin A. Dukich and Kimberly M. Dukich, owner(s) of property situated in Borough of Wesleyville Erie County, Pennsylvania being 2114 Eastern Avenue, Erie, PA 16510
 0.2204 acres
 Assessment Map number: 50-3-24-11
 Assessed Value figure: \$91,380.00
 Improvement thereon: a residential dwelling
 Sarah K. McCaffery, Esquire
 Shapiro & DeNardo, LLC
 Attorney for Movant/Applicant
 3600 Horizon Drive, Suite 150
 King of Prussia, PA 19406
 (610)278-6800
 July 29 and August 5, 12

SALE NO. 33

Ex. #11201 of 2015
Wilmington Savings Fund Society, FSB, as Trustee for Stanwich Mortgage Loan Trust A, Plaintiff

v.

Oscar J. Longo, Defendant
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 11201-2015, Wilmington Savings Fund Society, FSB, as Trustee for Stanwich Mortgage Loan Trust A vs. Oscar J. Longo, owner(s) of property situated in Borough of Edinboro Erie County, Pennsylvania being 102 Georgian Drive, Edinboro, PA 16412
 0.1377
 Assessment Map number: 11-1-11-44
 Assessed Value figure: \$75,900.00

Improvement thereon: a residential dwelling
 Sarah K. McCaffery, Esquire
 Shapiro & DeNardo, LLC
 Attorney for Movant/Applicant
 3600 Horizon Drive, Suite 150
 King of Prussia, PA 19406
 (610)278-6800
 July 29 and August 5, 12

SALE NO. 34

Ex. #12760 of 2011
Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual capacity, but solely as trustee for BCAT 2015-14BTT

v.

Vincent W. Marks
DESCRIPTION

ALL that certain piece or parcel of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:
 Being Lot Number Twenty-three (23) in Block "A" of Kahkwa Park Subdivision of Tract No. 33 and the west one-half of Tract No. 32 as recorded in the Erie County Map Book 2, pages 146 and 147.
 HAVING erected thereon a dwelling known as 1840-1842 West 8th Street, Erie, Pennsylvania, and being further identified as Erie County Tax Parcel Index No. (17) 4123-114.
 BEING the same premises which Donald V. Denne, by Deed dated 4/16/2007 and recorded 6/19/2007 in Book 1424, Page 938 at instrument #2007-017815 in the Office of the Recorder of Deeds in Erie County, granted and conveyed unto Vincent W. Marks.
 PROPERTY ADDRESS: 1840-1842 West 8th Street, Erie, PA 16505
 PARCEL NUMBER: 17-041-023.0-114.00
 M. TROY FREDMAN, ESQUIRE
 STERN & EISENBERG, PC
 1581 Main Street, Suite 200
 The Shops at Valley Square
 Warrington, PA 18976
 (215) 572-8111
 July 29 and August 5, 12

SALE NO. 35

Ex. #13626 of 2015
Ocwen Loan Servicing, LLC, Plaintiff

v.

Jonathan Schill, Sr. a/k/a Jonathan Schill, Defendant
DESCRIPTION

Land situated in the City of Erie in the County of Erie in the State of PA All that certain piece or parcel of land situate in the Sixth Ward of the City of Erie, County of Erie, and Commonwealth of Pennsylvania, having a lot size of 40 feet by 120 feet and having erected thereon a two story frame dwelling, bearing Erie County Index No. 19-062-21-310, and being more commonly known as 2917 Elmwood Avenue, Erie, Pennsylvania.
 PROPERTY ADDRESS: 2917 Elmwood Avenue, Erie, PA 16508
 PARCEL 19062021031000
 BEING the same premises which Brenda S. Ferry by Deed dated September 8, 2008, and recorded September 29, 2008, in the Office of the Recorder of Deeds in and for Erie County in Deed Book 1523, Page 453, granted and conveyed unto Jonathan Schill.
 JESSICA N. MANIS, ESQUIRE
 STERN & EISENBERG, PC
 1581 Main Street, Suite 200
 The Shops at Valley Square
 Warrington, PA 18976
 (215) 572-8111
 July 29 and August 5, 12

SALE NO. 36

Ex. #10967 of 2016
Deutsche Bank National Trust Company, as Trustee for Meritage Mortgage Loan Trust 2004-1 c/o Ocwen Loan Servicing, LLC, Plaintiff

v.

Elois Woodsbey a/k/a Eloise A. Woodsbey, Defendant
DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the City of Erie and State of Pennsylvania and being part of Out Lot No. 573 and bounded and described as follows, to-wit:
 BEGINNING at a point in the north line of Ninth Street one hundred

sixty-five (165) feet eastwardly from the point of intersection of the north line of North Street with the east line of Ash Street (formerly Ash Lane); thence northwardly parallel with Ash Street (formerly Ash Lane) one hundred sixty-five (165) feet to a point; thence eastwardly and parallel with the north line of Ninth Street, forty one (41) feet and three (3) inches to a point; thence southwardly parallel with Ash Street (formerly Ash Lane) one hundred sixty-five (165) feet to the north line of Ninth Street and thence westwardly along the north line of Ninth Street forty one (41) feet and three (3) inches to the place of beginning and being Lot No. 6 of subdivision of Out Lot No. 573.

BEING the same premises which A&M Homes, Inc., a Pennsylvania Corporation, by Deed dated February 6, 2004 and recorded on February 11, 2004 in the office of the recorder of deeds in and for Erie County at book 1107 page 0184 granted and conveyed unto Eloise Woodsbey.

PROPERTY ADDRESS: 618 East 9th Street, Erie, PA 16503
 PARCEL 15020031022400
 ANDREW J. MARLEY, ESQUIRE
 STERN & EISENBERG, PC
 1581 Main St, Suite 200
 The Shops at Valley Square
 Warrington, PA 18976
 (215) 572-8111

July 29 and August 5, 12

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 Erie, PA 16507-1452 johnbongiovanni.com

ESTATE NOTICES

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

FIRST PUBLICATION

BELLANCEAU, MICHAEL, deceased

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Executrix: Ruth Hurlbert, c/o Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407
Attorney: Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407

DICK, DAVID R., deceased

Late of the City of Erie
Executor: Glenn E. Craig, 10511 Bennett Road, Erie, PA 16510
Attorney: Michael A. Fetzner, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

GONDA, INEZ R., a/k/a INEZ ROSE GONDA, deceased

Late of Harborcreek Township, County of Erie and Commonwealth of Pennsylvania
Executor: Kimberly Richer, c/o Norman A. Stark, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorneys: Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Suite 300, 300 State Street, Erie, PA 16507

HARTIGAN, JOHN R., deceased

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executor: Jennifer Krupinski-Swantek, c/o Eugene C. Sundberg, Jr., Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorneys: Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Suite 300, 300 State Street, Erie, PA 16507

JUNKER, SALLY ANN, deceased

Late of the Township of Fairview, County of Erie and Commonwealth of Pennsylvania
Co-Executors: Brian C. Junker and Gary R. Junker, c/o James E. Marsh, Jr., Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorneys: Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Suite 300, 300 State Street, Erie, PA 16507

KRIEBEL, PATRICIA A., deceased

Late of the Township of Millcreek
Executor: Kenneth R. Kriebel
Attorney: Steven E. George, Esq., Shapira, Hutzelman and Smith, 305 West 6th Street, Erie, PA 16507

MALINOWSKI, EDWARD J., a/k/a EDWARD MALINOWSKI, deceased

Late of the Township of Fairview
Executor: Laura Fonseca
Attorney: Michael G. Nelson, Esquire, Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, 300 State Street, Suite 300, Erie, Pennsylvania 16507

MCKENZIE, THOMAS J., deceased

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Administratrix: Christina A. McKenzie, c/o 504 State Street, Suite 300, Erie, PA 16501
Attorney: Alan Natalie, Esquire, 504 State Street, Suite 300, Erie, PA 16501

PRYBER, BONNIE E., a/k/a BONNIE ELAINE PRYBER, deceased

Late of Millcreek Township, Erie County, Commonwealth of Pennsylvania
Executor: Jennifer B. McTiernan, 797 Mercer Ln., West Chester, PA 19380
Attorney: None

SCULLY, SEAN F., a/k/a SEAN FRANCIS SCULLY, deceased

Late of Fairview Township, Erie County, Commonwealth of Pennsylvania
Co-Executors: Steven L. Scully and Robert G. Dwyer, Esq., 120 West Tenth Street, Erie, PA 16501
Attorney: Robert G. Dwyer, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

STEWART, ISABELLA B., deceased

Late of Erie, PA
Administrator: Margaret J. Barickman, 4268 W. 28th Street, Erie, PA 16506
Attorney: Matthew J. Parini, Esquire, 502 West Seventh Street, Erie, Pennsylvania 16502

SWAGER, DONALD C., deceased

Late of the Township of Millcreek, Erie County, PA
Executor: PNC Bank, N.A., c/o Trust Division, 901 State Street, Erie, PA 16501
Attorney: Frances A. McCormick, Esquire, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

WASHEK, MARK DAVID, deceased

Late of Erie County, Pennsylvania
Administrator: Stephen J. Washek, c/o Peter J. Sala, Esquire, 731 French Street, Erie, PA 16501
Attorney: Peter J. Sala, Esquire, 731 French Street, Erie, PA 16501

**WIEST, ARLINE F.,
deceased**

Late of the City of Erie, Erie County, PA

Executor: Richard A. Wiest, 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

SECOND PUBLICATION**CALLAHAN, WILLIAM R., JR.,
deceased**

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

Executrix: Karen Marshall, c/o 504 State Street, Suite 300, Erie, PA 16501

Attorney: Alan Natalie, Esquire, 504 State Street, Suite 300, Erie, PA 16501

**GRAML, JEFFREY P.,
deceased**

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

Administrator: Jordan N. Graml, c/o Michael J. Graml, Esq., 714 Sassafras Street, Erie, PA 16501

Attorney: Michael J. Graml, Esq., 714 Sassafras Street, Erie, PA 16501

**JOHNSON, BRUCE D.,
deceased**

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

Executrix: Dawn M. Johnson, 2380 Ridgewood Road, Akron, OH 44313-4466

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

**KARLINCHAK, ARLENE,
deceased**

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

Executrix: Lori A. Lesniewski, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506
Attorney: Melissa L. Larese, Esq., c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**LEOFSKY, EDWARD E., a/k/a
EDWARD LEOFSKY,
deceased**

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

Executrix: Nancy A. Slomsky, 5271 Northern Drive, Fairview, PA 16415

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

**LEVIS, ROBERT J., a/k/a REV.
ROBERT J. LEVIS,
deceased**

Late of the County of Erie and Commonwealth of Pennsylvania

Executor: Alfred J. Kunz, c/o Norman A. Stark, Esq., Suite 300, 300 State Street, Erie, PA 16507

Attorneys: Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Suite 300, 300 State Street, Erie, PA 16507

**MIGDAL, MICHELLE M.,
deceased**

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

Executrix: Nina E. Shirk, 8813 Eden Cove Drive, Winter Garden, FL 34787

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

**MONG, BETTY J.,
deceased**

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

Executrix: Judith A. Dietz, c/o 504 State Street, Suite 300, Erie, PA 16501

Attorney: Damon C. Hopkins, Esquire, 504 State Street, Suite 300 Erie, PA 16501

**RESTA, ROBERT L.,
deceased**

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

Administrator: Darcel A. Resta, c/o Michael J. Graml, Esq., 714 Sassafras Street, Erie, PA 16501

Attorney: Michael J. Graml, Esq., 714 Sassafras Street, Erie, PA 16501

**STASZEWSKI, ANN, a/k/a
STASZEWSKI ANNA L.,
deceased**

Late of Millcreek Township, Erie County, Pennsylvania

Administratrix: Mary Alfieri Richmond, Esquire, Jones School Square - First Floor, 150 East 8th Street, Erie, PA 16501

Attorney: Mary Alfieri Richmond, Esquire, Jones School Square - First Floor, 150 East 8th Street, Erie, PA 16501

**VOGEL, BETTY L., a/k/a BETTY
LEE VOGEL,
deceased**

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

Executor: Bryan S. Vogel, c/o Norman A. Stark, Esq., Suite 300, 300 State Street, Erie, PA 16507

Attorneys: Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Suite 300, 300 State Street, Erie, PA 16507

**WHEELER, MARJORIE M.,
deceased**

Late of Girard, PA

Administrator: Victor J. Wheeler, c/o 731 French Street, Erie, PA 16501

Attorney: Jeffrey J. Jewell, Esquire, 731 French Street, Erie, PA 16501

THIRD PUBLICATION

**AQUINO, JAMES D.,
deceased**

Late of the City of Erie, Erie County, Commonwealth of Pennsylvania
Executrix: Marcianne Honard, c/o Jerome C. Wegley, Esquire, 120 West Tenth Street, Erie, PA 16501
Attorney: Jerome C. Wegley, Esquire, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**CARLUCCI, ROSE M., a/k/a
CARLUCCI, ROSE MARIE,
deceased**

Late of the Erie City
Executrix: Mary Beth Pfister
Attorney: Andrew J. Sisinni, Esquire, 1314 Griswold Plaza, Erie, PA 16501

**DITZ, GERALD B.,
deceased**

Late of the Township of Millcreek, Erie County, PA
Executrix: Mary Ditz Kalivoda, 4403 West 28th Street, Erie, PA 16506
Attorney: None

**MILLER, CARL J., a/k/a
CARL J. MILLER, JR.,
deceased**

Late of Millcreek Township, Erie County, Pennsylvania
Co-Executors: Mark J. Miller & Frances M. Wilson, c/o Robert G. Dwyer, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501
Attorney: Robert G. Dwyer, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**RICHTER, GARY T., a/k/a GARY
THOMAS RICHTER,
deceased**

Late of the Township of Greene, County of Erie and Commonwealth of Pennsylvania
Co-Executors: Louis P. Richter and Judith A. Richter, c/o Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507
Attorney: Gary H. Nash, Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507

**SIEROTA, CHRISTINE M.,
deceased**

Late of the City of Erie, Erie County, Pennsylvania
Executrices: Susan Cermak, 6624 Richardson Road, Fairview, PA 16415; Deborah Milligan, 344 Indian Ridge Drive, Coraopolis, PA 15108; and Doreen Szparaga, 5636 Sandalwood Court, Erie, PA 16506
Attorney: Gary J. Shapira, Esq., 305 West Sixth Street, Erie, PA 16507

**THOMPSON, GLEN
THEODORE,
deceased**

Co-Administrators: Patricia Uhl, 254 Toby Road, Kersey, PA 15846; Jeanne Sheeley, 130 Sheeley Road, Kersey, PA 15846; and Roger D. Thompson, 109 Hemlock Lane, Kersey, PA 16846
Attorneys: Meyer Wagner Brown & Kraus, 115 Lafayette Street, St. Marys, PA 15857

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