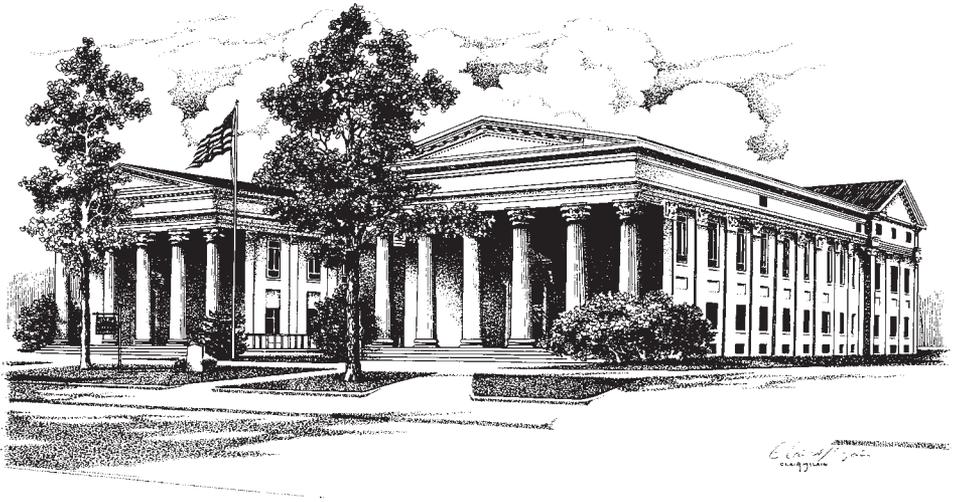


*Erie
County
Legal
Journal*

January 8, 2021

Vol. 104 No. 2



104 ERIE 1-14

Rydzewski v. Erie Petroleum, Inc. and Callahan

Erie County Legal Journal

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

Managing Editor: Megan E. Anthony

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Erie County Bar Association

Calendar of Events and Seminars

THURSDAY, JANUARY 14, 2021

Diversity and Inclusion Division Meeting
4:00 p.m.
via Zoom

MONDAY, JANUARY 18, 2021

Martin Luther King Day
ECBA Office Closed
Erie County and Federal Courthouses Closed

TUESDAY, JANUARY 19, 2021

Young Lawyers Division Meeting
Noon
via Zoom

THURSDAY, JANUARY 21, 2021

Defense Bar Section Meeting
4:00 p.m.
via Zoom

MONDAY, JANUARY 25, 2021

ECBA Board of Directors Meeting
Noon
via Zoom

TUESDAY, JANUARY 26, 2021

WEDNESDAY, JANUARY 27, 2021

THURSDAY, JANUARY 28, 2021
PBA/ECBA Mock Trial Competition
1:00 and 3:00 p.m.
via Zoom

FRIDAY, FEBRUARY 5, 2021

Bylaws Committee Meeting
Noon
via Zoom

TUESDAY, FEBRUARY 9, 2021

Family Law Section Meeting
Noon
via Zoom

MONDAY, FEBRUARY 15, 2021

Presidents' Day
Erie County and Federal Courthouses closed

FRIDAY, FEBRUARY 19, 2021

Wintertime in the Woods
A socially-distanced, family-friendly event
Asbury Woods Nature Center
4105 Asbury Road, Erie



Erie County Bar Association



@eriepabar

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

2021 BOARD OF DIRECTORS

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ERIE COUNTY BAR ASSOCIATION JUDICIAL CANDIDATE RATINGS

NOTICE

One seat on the Erie County Court of Common Pleas will be on the November 2, 2021 general election ballot. Pursuant to the Resolution set forth below, the ECBA will request its membership to participate in a rating of the candidates. In order to complete this rating before the May 18, 2021 primary election, all candidates are invited to submit a resume and to respond to the ECBA's questionnaire by February 26, 2021. Candidates are also invited to participate in a videotape interview to be conducted by the ECBA on March 11, 2021. The resumes, questionnaire responses and videotaped interviews will be posted on the ECBA website and will be available to the public. Finally, a special membership meeting will be held via Zoom on March 16, 2021, at noon, so that the candidates can speak to the membership directly. Only those candidates who have submitted resumes will be invited to speak at the membership meeting.

RESOLUTION

Be it resolved as follows:

I. In any year in which there is an election for initial terms as Common Pleas Judges, the Erie County Bar Association will conduct judicial candidate ratings whereby candidates shall be rated by members of the Bar Association as:

HIGHLY RECOMMENDED; RECOMMENDED; NOT RECOMMENDED; NO OPINION

II. The evaluation of prospective candidates should be directed primarily to professional qualifications, i.e., competence, integrity, temperament, and experience.

Ratings' Definitions

Competence - the intellectual capability, judgment, legal writing and analytical ability, industry, knowledge of the law, scholarship and academic talent, and professional contributions necessary to serve as a judge.

Integrity - the good moral character, ethics, honesty, and trustworthiness necessary to serve as a judge.

Temperament - the compassion, decisiveness, open-mindedness, sensitivity, courtesy, patience, freedom from bias, and commitment to justice necessary to serve as a judge.

Experience - the years in practice, diversity of legal experience, trial experience, work with administrative agencies and arbitration boards, teaching, and public service necessary to serve as a judge.

Highly Recommended - The candidate possesses the highest level of competence, integrity, temperament, and experience and would be capable of outstanding performance as a judge.

Recommended - The candidate possesses an adequate level of competence, integrity, temperament, and experience and would be capable of satisfactory performance as a judge.

Not Recommended - At the present time, the candidate does not possess an adequate level of competence, integrity, temperament, or experience, or a combination thereof, to be capable of satisfactory performance as a judge.

No Opinion - I do not know the candidate well enough to evaluate whether he or she possesses the level of competence, integrity, temperament, and experience to be capable of satisfactory performance as a judge.

III. The procedure shall be as follows:

1. The Erie County Bar Association shall publish in each edition of the Erie County Legal Journal during the month of January, a notice inviting prospective judicial candidates to submit a resume of not more than two 8 1/2 x 11 typewritten pages. The resumes will be submitted to the Erie County Bar Association Executive Director no later than one day before the membership meeting described in the next paragraph.
2. Each potential candidate who has submitted a resume shall be given the opportunity to address the Erie County Bar at a membership meeting to be scheduled in March with each candidate being allocated an equal amount of time.
3. The resumes and appropriate ballots will be distributed to the active membership within three days of the said membership meeting and shall be returned by mail postmarked no later than fifteen days after the date of distribution.
4. The ballot shall ask the said membership to rate on a scale of 1 to 5 (with 1 representing "strongly disagree" and 5 representing "strongly agree") the extent to which they agree (or disagree) that each potential candidate possesses the competence, integrity, temperament, and experience necessary to serve as a judge. The ballot also shall ask the said membership to give each potential candidate an overall rating of "Highly Recommended," "Recommended," "Not Recommended," or "No Opinion."
5. A two-envelope system shall be used. Each voting member shall sign the outer envelope and shall leave the inner envelope unsigned. An accounting firm shall act as teller.
6. Each candidate who agrees not to release the results until such time the Erie County Bar Association releases the results shall be privately advised of their own results by the President of the Erie County Bar Association, or the Chair of the Judicial Committee when the President is unavailable, before the results are published.
7. If more than 50% of the ballots have been returned, the results shall be published through a press release to be issued as soon as possible after the receipt of the results. Publication of the results shall be in the form of a paid advertisement to be run on the two Sundays immediately preceding the primary election. Publication of the results shall occur in the same manner on the two Sundays immediately preceding the general election.

8. There shall be no publication of the results as to any person who is not a candidate for judicial office at the time of the publication.

9. The press release and the paid advertisement shall contain raw data i.e., the actual count and actual percentage of ballots returned. The press release and paid ad shall specify that the results are based on ballots received, not total active membership. The publication shall identify those candidates who were found to be “Highly Recommended,” “Recommended” or “Not Recommended” by more than 50% of the membership returning ballots. For the purpose of determining whether a candidate has been found to be “Recommended” by more than 50% of the membership returning ballots, votes received by candidates in the category “Highly Recommended,” shall be added to the votes received by a candidate in the category “Recommended.” The press release and the paid advertisement shall also set forth the definitions of the categories as set forth above.

10. To make the results of the poll easy for the public to understand, the results will be published in the following order: Any candidate found to be “Highly Recommended” shall be listed first. In the event more than one candidate is found to be “Highly Recommended,” the candidate with more “Highly Recommended” votes shall be listed first. In the event of a tie, the candidate with more combined “Highly Recommended” and “Recommended” votes shall be listed first. Any candidate found to be “Recommended” shall be listed next. In the event more than one candidate is found to be “Recommended,” then the candidate with more combined “Highly Recommended” and “Recommended” votes shall be listed first. In the event of a tie, the candidate with more “Highly Recommended” votes shall be listed first. Any candidate found to be “Not Recommended” shall be listed next. In the event more than one candidate is found to be “Not Recommended,” then the candidate with fewer “Not Recommended” votes shall be listed first. In the event of a tie, the candidate with more combined “Highly Recommended” and “Recommended” votes shall be listed first. If a candidate does not receive more than 50% of the membership returning ballots in any of these categories, then the press release and paid ad shall list separately those candidates who did not receive an overall rating. Further, for each rating on a scale of 1 to 5, the press release and paid ad shall specify for each candidate the average numerical rating, rounded to the nearest tenth. The results shall be published in the order of highest average rating to the lowest average rating for each qualification.

Jan. 8, 15, 22

OFFICE BUILDING FOR RENT

2503 W. 26th St. Great visibility and ample parking with new furnace, central a/c, lobby, four offices, conference room, and administrative support space. SF: 1,445. Rent: \$1,400/month with triple net lease, includes landscaping and parking lot snow removal. Call 833-7100.

Jan. 8

RANDALL N. RYDZEWSKI**v.****ERIE PETROLEUM, INC. and PATRICK F. CALLAHAN***JUDGMENT / ABSENCE OF ISSUE OF FACT*

Pennsylvania Rule of Civil Procedure 1035.2 states in relevant part: “After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law: (1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report...” “Summary judgment is appropriate if moving party shows no genuine issue of material fact exists and that he or she is entitled to judgment as a matter of law.”

JUDGMENT / PRESUMPTIONS AND BURDEN OF PROOF

The party moving for summary judgment has the burden of proving no genuine issue of material fact exists. In considering a motion for summary judgment, a court views the record in the light most favorable to the non-moving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party.

JUDGMENT / PRESUMPTIONS AND BURDEN OF PROOF

Even if the facts are undisputed, a party moving for summary relief has the burden of proving that its right to relief is so clear as a matter of law that summary relief is warranted. In ruling on a motion for summary relief, the evidence must be viewed in the light most favorable to the non-moving party, and the court may enter judgment only if: 1) there are no genuine issues of material fact, and 2) the right to relief is clear as a matter of law.

CONTRACTS / INTENTION OF PARTIES / LANGUAGE OF CONTRACT

In Pennsylvania, the law is well-settled that the fundamental rule in contract interpretation is to ascertain the intent of the contracting parties; when the words of a contract are clear and unambiguous, the intent of the parties is to be discovered from the express language of the agreement. Specifically, the intent of the parties to a contract is to be regarded as embodied within the writing itself, and, as such, the entire agreement must be taken into account in determining contractual intent. A reviewing court does not assume that contractual language is chosen carelessly, nor does it assume that the parties were ignorant of the meaning of the language they employed; thus, when a writing is clear and unequivocal, its meaning must be determined only by its terms.

*EVIDENCE / COMPLETENESS OF WRITING AND**PRESUMPTION IN RELATION THERETO / INTEGRATION*

Where the parties, without any fraud or mistake, have deliberately put their engagements in writing, the law declares the writing to be not only the best, but the only, evidence of their agreement. All preliminary negotiations, conversations and verbal agreements are merged in and superseded by the subsequent written contract ... and unless fraud, accident or mistake be averred, the writing constitutes the agreement between the parties, and its terms and agreements cannot be added to or subtracted from by parol evidence.

EVIDENCE / CONTRACTS IN GENERAL / PAROL EVIDENCE RULE

The purpose of the parol evidence rule is to preserve the integrity of the written agreements by refusing to permit the contracting parties to attempt to alter the import of their contract through the use of contemporaneous oral declarations.

EVIDENCE / CONTRACTS IN GENERAL / PAROL EVIDENCE RULE

The parol evidence rule applies only to previous negotiations, conversations and verbal agreements.

EVIDENCE / COMPLETENESS OF WRITING AND PRESUMPTION IN RELATION THERETO / INTEGRATION

Before the parol evidence rule is applied, the court must determine, as a matter of law, whether the writing at issue is an integrated agreement. An integration clause which states that a writing is meant to represent the parties' entire agreement is a clear sign that the writing is meant to be just that and thereby expresses all of the parties' negotiations, conversations, and agreements made prior to its execution. Where an unambiguous contract contains a merger clause indicating that it is the entire and final expression of the agreement, extrinsic evidence may not be used to vary or contradict those terms, absent fraud.

JUDGMENT / PRESUMPTIONS AND BURDEN OF PROOF

Under Pennsylvania law, in a summary judgment proceeding, where the nonmoving party bears the burden of proof on an issue, he may not merely rely on his pleadings or answers in order to survive summary judgment. Failure of a nonmoving party to adduce sufficient evidence on an issue essential to his case and on which he bears the burden of proof establishes the entitlement of the moving party to judgment as a matter of law.

JUDGMENT / PRESUMPTIONS AND BURDEN OF PROOF

Even in the absence of counter-affidavits, the moving party in a summary judgment motion must still satisfy its burden of showing there are no genuine issues of material fact.

JUDGMENT / PRESUMPTIONS AND BURDEN OF PROOF

The case of *Borough of Nanty-Glo v. American Surety Co. of New York*, 163 A. 523 (Pa. 1932) established the long held Pennsylvania Summary Judgment doctrine that summary judgment may not be granted where the moving party relies exclusively upon oral testimony, either through testimonial affidavits or deposition testimony, to establish the absence of a genuine issue of material fact.

JUDGMENT / PRESUMPTIONS AND BURDEN OF PROOF

Under *Nanty-Glo*, testimonial affidavits of the moving party on summary judgment or his witnesses, not documentary, even if uncontradicted, will not afford sufficient basis for the entry of summary judgment, since the credibility of the testimony alone is still a matter for the factfinder. If, however, the moving party supports its motion for summary judgment with admissions by the opposing party, *Nanty-Glo* does not bar entry of summary judgment.

JUDGMENT / PRESUMPTIONS AND BURDEN OF PROOF

Further, when a motion for summary judgment is made and supported as provided in the rule, the adverse party may not rest only on the mere allegations or denials in his pleadings, but must set forth in his response by affidavits, or as otherwise provided, specific facts in dispute.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA

Civil Court

No. 13272 - 2019

Appearances: Timothy D. McNair, Esq. appeared on behalf of Plaintiff Randall N. Rydzewski
Michael C. Kilmer, Esq. appeared on behalf of Defendants Erie Petroleum,
Inc. and Patrick F. Callahan

OPINION AND ORDER

Domitrovich, J.,

December 1, 2020

In the instant case, Plaintiff Randall N. Rydzewski [hereinafter Plaintiff] filed a Motion for Summary Judgment against Defendants Erie Petroleum, Inc. and Patrick F. Callahan [hereinafter Defendants]. Argument on Plaintiff's Motion for Summary Judgment was held before this Trial Court on November 17, 2020, wherein Timothy D. McNair, Esq. appeared on behalf of Plaintiff, and Michael C. Kilmer, Esq. appeared on behalf of Defendants.

The controversy in the instant case centers on the Commercial Lease Agreement signed by the parties as well as subsequent amendments and extensions to said Lease Agreement also signed by the parties. Defendant Patrick F. Callahan, the President of Erie Petroleum, Inc., individually signed a guaranty for the Commercial Lease Agreement.

The factual and procedural history of the instant case is as follows: On August 1, 1996, Plaintiff Randall N. Rydzewski and Defendant Patrick F. Callahan, on behalf of Erie Petroleum, Inc., initially executed a 15-year Commercial Lease Agreement [hereinafter Commercial Lease Agreement] for the property located at 4917 Peach St., Erie, PA. At the same time, Defendant Patrick F. Callahan executed a Guaranty of Lease Suretyship Agreement [hereinafter Guaranty of Lease] in order to guarantee Defendant Erie Petroleum, Inc.'s obligations under the Commercial Lease Agreement. Plaintiff agreed to provide Defendants with a check for \$200,000.00 for the construction of a convenience store on the leased property. Defendants intended to operate a gas station and convenience store on the leased property. The Commercial Lease Agreement provided Defendants pay \$4,100.00 per month for the first ten years with an increase to \$4,875.00 per month for the final five years. The Commercial Lease Agreement also provided for two successive five year renewal options with rent to be negotiated; however, during the first five-year option, the maximum base rent was not to exceed \$8,525.00 per month, and during the second five-year option, the base rent was not to exceed \$10,800.00 per month.

Defendants, with Plaintiff's approval, sublet their interest in the instant property to William Wykoff, who managed operations of the business located there. In 2004, William Wykoff informed Defendants he did not have sufficient cash flow to pay for the Commercial Lease Agreement's impending rental increase. On September 29, 2004, the parties executed an Amendment and Extension [hereinafter 2004 Amendment and Extension] of the Commercial Lease Agreement. The 2004 Amendment and Extension provided the rent remained at \$4,100.00 per month until August, 2009; then increase to \$4,600.00 per month until August, 2012; and then increase to \$5,200 per month until September, 2015. In 2009, William Wykoff, again having cash flow problems, informed Defendants he was unable to meet the rental increase due according to the 2004 Amendment and Extension. On October 22, 2009, the parties executed a second Amendment and Extension [hereinafter 2009 Amendment and Extension] of the Commercial Lease Agreement. The 2009 Amendment and Extension provided the rent remained at \$4,100.00 per month until August, 2012; then increased to \$5,200.00 per month until October, 2018, at which time the lease terminated.

The 2004 Amendment and Extension as well as the 2009 Amendment and Extension were virtually identical agreements other than the relevant dates and rental amounts. Both documents reference the Commercial Lease Agreement and state: "It is understood and agreed that the primary lease term will be extended until [insert final date provided in respective

Amendment and Extension] and the monthly base rent for the leased premises will be paid according to the following schedule ... All other terms and conditions remain the same.”

On May 28, 2010, and due to a corporate merger, Erie Petroleum, Inc. changed its corporate name to MKP Enterprises, Inc.¹ In August of 2016, Defendants commenced making partial rental payments below the contracted for amounts required by the terms of the 2009 Amendment and Extension. With the exception of September, 2016, Defendants failed to pay the \$5,200.00 per month as required under the 2009 Amendment and Extension. In fact, Defendants made only partial payments of \$4,419.66 per month beginning in October, 2016 until August, 2018. For September, 2018, Defendants made a partial payment of only \$1,954.49. In October, 2018, when the Commercial Lease Agreement terminated, Defendants, as per the Commercial Lease Agreement, removed the underground gasoline storage tank system and vacated the property without any further repairs to the leased property.

On December 2, 2019, Plaintiff filed the instant Complaint containing two counts of breach of contract, one against Defendant Erie Petroleum, Inc., as lessee of the property, and one against Defendant Patrick F. Callahan, as guarantor of the Commercial Lease Agreement. On February 7, 2020, this Trial Court issued a Case Management Order providing Discovery shall be completed by October 3, 2020.

On February 10, 2020, Defendants filed their Answer, New Matter, and Counterclaims to the Complaint. Defendants asserted two Counterclaims against Plaintiff: 1) Unjust Enrichment and 2) Detrimental Reliance/Promissory Estoppel. Defendants' Counterclaim for Unjust Enrichment is based on Defendants' having paid for environmental remediation of the property pursuant to the Underground Storage Tank Indemnification Fund (USTIF). Defendants allege Plaintiff was at fault for the contamination of the property and was unjustly enriched by the remediation of the property. Defendants' Counterclaim for Detrimental Reliance/Promissory Estoppel alleged Plaintiff orally promised Defendants he would find a new tenant to take over the Commercial Lease Agreement in order to mitigate Defendants' damages, despite nothing in any of the written agreements confirming this promise. Defendants assert they never would have agreed to the 2009 Amendment and Extension without Plaintiff's alleged oral promise given William Wykoff's inability to meet the scheduled rental increases.

Plaintiff filed his Reply to Defendants' New Matter and Answer to Defendants' Counterclaims on March 2, 2020. Plaintiff filed a “Motion for Determination of Sufficiency of Answers to Requests for Admission” on August 21, 2020. Plaintiff alleged Defendants' responses to Plaintiff's Requests for Admission violated Pa.R.C.P. 4014 in several ways, and that Defendants failed to respond at all to Plaintiff's Interrogatories or Plaintiff's Request for Production of Documents. Plaintiff requested this Trial Court deem admitted all of Plaintiff's Admission requests.²

¹ It should be noted that throughout the record in this case, both Patrick F. Callahan and Michael Callahan are listed on documents regarding both Erie Petroleum, Inc. and MKP Enterprises, Inc. For example, Patrick F. Callahan signed the Commercial Lease Agreement as President of Erie Petroleum, Inc. and Michael Callahan signed a verification of Defendants' “Modified Responses and Objections to Plaintiff's First Set of Request for Admissions Directed to Defendant ...” as President of MKP Enterprises, Inc. For the purposes of this case, MKP Enterprises, Inc. will be considered equivalent to Erie Petroleum, Inc., and any reference to Michael Callahan will be a reference to Defendant Erie Petroleum, Inc.

² Plaintiff filed Requests for Admission, Interrogatories, and Production of Documents on April 9, 2020. Defendants filed responses to Plaintiff's Request for Admission on June 3, 2020 but did not respond to Plaintiff's Interrogatories

Plaintiff filed the instant Motion for Summary Judgment on August 21, 2020. Plaintiff filed an Appendix to said Motion for Summary Judgment, as well as a Brief in Support of said Motion for Summary Judgment on the same date. On September 21, 2020, Defendants filed their Response and Brief in Opposition to Plaintiff's Motion for Summary Judgment, as well as their Response and Brief in Opposition to Plaintiff's "Motion for Determination of Sufficiency of Answers to Requests for Admission." On October 9, 2020, Plaintiff filed his Reply Brief in Support of his Motion for Summary Judgment.

On October 12, 2020, this Trial Court heard argument from both counsel regarding both Plaintiff's "Motion for Determination of Sufficiency of Answers to Request for Admission" and Plaintiff's Motion for Summary Judgment. Due to the inadequacy of both Plaintiff's counsel's Requests for Admissions and Defendants' counsel's responses to Plaintiff's Requests for Admissions, reviewed in detail during argument, this Trial Court directed Plaintiff's counsel to revise his Admission Requests to enable Defendants' counsel to file modified responses to said revised requests, and this Trial Court continued the argument to a new date and time regarding Plaintiff's Motion for Summary Judgment to November 17, 2020 at 1:30 p.m. Despite Discovery having closed in the instant case on October 3, 2020, this Trial Court, in the interests of justice, permitted counsel for the parties to revise the instant Admission Requests and responses thereto. The fact of the Covid-19 pandemic and Defendants having filed responses to Plaintiff's Interrogatories and Requests for Production of Documents after Plaintiff filed his Motion for Summary Judgment weighed in favor of granting Defendants additional time to re-submit said revised responses. Also weighing in favor of continuing argument on Plaintiff's Motion for Summary Judgment was the fact that this Motion was filed prior to the close of Discovery, and Plaintiff had yet to respond to Defendants' Interrogatories and Requests for Production of Documents, filed on September 21, 2020.³

On November 17, 2020, this Trial Court held oral argument on Plaintiff's Motion for Summary Judgment. Plaintiff's counsel argues Plaintiff is entitled to summary judgment for the breach of contract claims for two reasons. First, Plaintiff's counsel argues the clear and unambiguous terms of the Commercial Lease Agreement and 2009 Amendment and Extension state the amount of rent due each month, and Defendants breached these agreements by failing to pay the full amount of rent. Second, Plaintiff's counsel argues the clear terms of the Commercial Lease Agreement required Defendants to vacate the property in the condition it was in when they entered in 1996, and Defendants are, therefore, liable for any repair or remediation costs required to meet this condition. Plaintiff's counsel asserts Defendants damaged the leased property and abandoned fixtures at the leased property. Plaintiff's counsel submitted receipts for costs incurred to repair and remediate the leased

² continued or Request for Production of Documents until September 21, 2020. As shown, Plaintiff's "Motion for Determination of Sufficiency of Answers to Request for Admission" and Plaintiff's Motion for Summary Judgment were both filed on August 21, 2020. Plaintiff's Motions demonstrate the contentious Discovery issues between the parties in the instant case. Plaintiff raised a specific issue with Defendants' responses to Plaintiff's Discovery requests: Plaintiff's "Motion for Determination of Sufficiency ..." requests this Trial Court deem admitted all of Plaintiff's Admission requests, and Plaintiff's Motion for Summary Judgment argues Plaintiff is entitled to summary judgment due to Defendants' failure to support their pleadings' defenses or counterclaims during discovery.

³ Plaintiff filed their responses to Defendants' Interrogatories and Requests for Production of Documents on October 22, 2020. Defendants also provided Plaintiff with modified answers to Plaintiff's Request for Admission prior to the November 17, 2020 argument but did not file said modified answers until the same date, which was also the date of argument before this Trial Court.

property after Defendants vacated in October, 2018.

Moreover, Plaintiff's counsel argues Plaintiff is entitled to summary judgment regarding Defendants' Counterclaim for Unjust Enrichment as the Commercial Lease Agreement clearly provides Plaintiff is not liable for environmental remediation of the property. Plaintiff's counsel further argues past environmental reports indicate the leased property was not contaminated prior to Defendants occupying the leased property. Plaintiff's counsel argues Plaintiff is entitled to summary judgment regarding Defendants' Counterclaim for Detrimental Reliance/Promissory Estoppel as Plaintiff never made an oral promise to Defendants. Furthermore, Plaintiff contends any evidence of this promise is barred by the Parol Evidence Rule as the Commercial Lease Agreement, executed between two sophisticated parties, is a fully integrated agreement. Therefore, parol evidence of any prior or contemporaneous agreements that contradict or modify the terms of the Commercial Lease Agreement, as well as the Amendments and Extensions, cannot be considered by this Trial Court.

Finally, Plaintiff's counsel argues Plaintiff is entitled to summary judgment regarding both of Defendants' Counterclaims as Defendants failed to submit any evidence in any form regarding either of Defendants' Counterclaims, and Defendants improperly relied only on allegations contained in their pleadings for support.

Defendants' counsel argues Plaintiff is not entitled to summary judgment first because Plaintiff's Motion for Summary Judgment is premature. Defendants' counsel argues Discovery is still ongoing in the instant case and will produce more evidence in support of Defendants' case.⁴ Furthermore, Defendants argue material disputes of fact regarding their counterclaims preclude Plaintiff from being granted summary judgment. Defendants allege there is a material dispute of fact regarding Defendants' Unjust Enrichment Counterclaim as there is sufficient evidence to prove Defendants are entitled to remuneration for environmental remediation expenses. Defendants allege Plaintiff's environmental report evidence is inadequate and allege alternative environmental reports prove Plaintiff contaminated the property. Defendants allege there is a material dispute of fact regarding Defendants' Detrimental Reliance/Promissory Estoppel Counterclaim. Defendants allege Plaintiff orally promised to find a new tenant for the property, which Defendants allegedly relied upon to their detriment, and Defendants claim they never would have entered the 2009 Amendment and Extension without an oral promise from Plaintiff. Defendants allege, without any support, to provide testimony to this effect and also, without any support, that Plaintiff twice rejected prospective tenants to take over the Commercial Lease Agreement.

Pennsylvania Rule of Civil Procedure 1035.2 states in relevant part: "After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law: (1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report ... " "Summary judgment is appropriate if the moving party shows no genuine issue of material fact exists and that he or she is entitled to judgment as a matter of law." *Summers v. Certaineed Corp.*,

⁴ This claim is moot at this point as Discovery closed in this case on October 3, 2020; however, at the time Plaintiff filed the instant Motion for Summary Judgment, August 21, 2020, Discovery was still ongoing. When this Trial Court heard argument regarding the instant Motion for Summary Judgment on November 17, 2020, Discovery had been closed for approximately six weeks. See *supra*, notes 1 & 2.

997 A.2d 1152, 1159 (Pa. 2010) (citations omitted). The party moving for summary judgment has the burden of proving no genuine issue of material fact exists. *Holmes v. Lado*, 602 A.2d 1389, 1391-92 (Pa. Super. 1992) (citations omitted). In considering a motion for summary judgment, a court views the record in the light most favorable to the non-moving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. *SLT Holdings, LLC v. Mitch-Well Energy, Inc.*, 217 A.3d 1258, 1263 (Pa. Super. 2019).

“Even if the facts are undisputed, a party moving for summary relief has the burden of proving that its right to relief is so clear as a matter of law that summary relief is warranted.” *T.S. v. Pennsylvania State Police*, 231 A.3d 103, 118 (Pa. Commw. Ct. 2020) (quoting *Naylor v. Dep’t of Pub. Welfare*, 54 A.3d 429, 431 n. 4 (Pa. Commw. Ct. 2012), *aff’d*, 76 A.3d 536 (Pa. 2013)). “In ruling on a motion for summary relief, the evidence must be viewed in the light most favorable to the non-moving party, and the court may enter judgment only if: 1) there are no genuine issues of material fact, and 2) the right to relief is clear as a matter of law.” *MFW Wince Co., LLC v. Pennsylvania Liquor Control Bd.*, 231 A.3d 50, 56 (Pa. Commw. Ct. 2020).

As the moving party, Plaintiff bears the burden of proof regarding the instant Motion for Summary Judgment. This Motion for Summary Judgment centers on whether the language of the lease agreements is clear and unambiguous, and whether this language entitles Plaintiff to summary judgment. This Trial Court must closely examine the Commercial Lease Agreement, Amendments and Extensions, and Guaranty of Lease, as well as Pennsylvania contract law, and all other relevant law, to rule on Plaintiff’s Motion for Summary Judgment.

In Pennsylvania, the law is well-settled that “the fundamental rule in contract interpretation is to ascertain the intent of the contracting parties; when the words of a contract are clear and unambiguous, the intent of the parties is to be discovered from the express language of the agreement.” *Hornberger v. Dave Gutelius Excavating, Inc.*, 176 A.3d 939, 944 (Pa. Super. 2017). “Specifically, the intent of the parties to a contract is to be regarded as embodied within the writing itself, and, as such, the entire agreement must be taken into account in determining contractual intent.” *Binswanger of Pennsylvania, Inc. v. TSG Real Estate, LLC*, 217 A.3d 256, 262 (Pa. 2020). “A reviewing court does not assume that contractual language is chosen carelessly, nor does it assume that the parties were ignorant of the meaning of the language they employed; thus, when a writing is clear and unequivocal, its meaning must be determined only by its terms.” *Id.*

“Where the parties, without any fraud or mistake, have deliberately put their engagements in writing, the law declares the writing to be not only the best, but the only, evidence of their agreement. All preliminary negotiations, conversations and verbal agreements are merged in and superseded by the subsequent written contract ... and unless fraud, accident or mistake be averred, the writing constitutes the agreement between the parties, and its terms and agreements cannot be added to or subtracted from by parol evidence.” *Yocca v. Pittsburgh Steelers Sports, Inc.*, 854 A.2d 425, 436-37 (Pa. 2004). “The purpose of the parol evidence rule is to preserve the integrity of the written agreements by refusing to permit the contracting parties to attempt to alter the import of their contract through the use of contemporaneous oral declarations.” *Kehr Packages, Inc. v. Fidelity Bank, Nat. Ass’n*, 710 A.2d 1169, 1173 (Pa. Super. 1998). “The parol evidence rule applies only to previous negotiations, conversations and verbal agreements.” *Krishman v. Cutler Group, Inc.*, 171 A.3d 856, 887 (Pa. Super. 2017).

“Before the parol evidence rule is applied, the court must determine, as a matter of law, whether the writing at issue is an integrated agreement.” *Id.* “An integration clause which states that a writing is meant to represent the parties’ entire agreement is a clear sign that the writing is meant to be just that and thereby expresses all of the parties’ negotiations, conversations, and agreements made prior to its execution.” *Pass v. Palmiero Automotive of Butler, Inc.*, 229 A.3d 1, 7 (Pa. 2020). “Where an unambiguous contract contains a merger clause indicating that it is the entire and final expression of the agreement, extrinsic evidence may not be used to vary or contradict those terms, absent fraud.” *Suffolk Construction Co. v. Reliance Ins. Co.*, 221 A.3d 1205, 1212 (Pa. 2019).

In the instant case, the Commercial Lease Agreement contains several provisions relevant to determining Plaintiff’s Motion for Summary Judgment. The Commercial Lease Agreement provides for Defendants’ obligation to pay rent to Plaintiff in certain sums per month according to a set schedule for use of the instant property. *See* Commercial Lease Agreement, p. 2 ¶ 5, “RENT.” The 2004 and 2009 Lease Amendments and Extensions incorporate the Commercial Lease Agreement and provide all other terms and conditions of the Commercial Lease Agreement remain unchanged. The 2004 and 2009 Lease Amendments and Extensions alter the Commercial Lease Agreement’s rental amounts and payment schedule; however, both Amendments and Extensions maintain the Commercial Lease Agreement’s requirement Defendants pay rent in certain sums per month according to a schedule, in addition to all of the other terms of the Commercial Lease Agreement.

The Commercial Lease Agreement provides Defendants agreed to remove the underground storage tank system upon the Commercial Lease Agreement’s expiration. *See* Commercial Lease Agreement, p. 10 ¶ 20. Paragraph 20 of the Commercial Lease Agreement, titled *UNDERGROUND STORAGE TANKS*, states: “At the Lessor’s option, upon termination of this Lease Agreement or any extension or renewal term thereof, the lessee shall remove the underground storage tank system ... from the leased premises, and **Lessee shall perform any underground storage tank system closure, remedial and corrective actions as may be required by applicable law, at Lessee’s sole expense.**” *Id.* (emphasis added).

Moreover, the Commercial Lease Agreement states in Paragraph 24 the condition the leased property shall be returned to upon termination of the Commercial Lease Agreement, and requires Defendants incur any costs needed to meet this condition. *See* Commercial Lease Agreement, p. 11, 24. Paragraph 24 of the Commercial Lease Agreement, titled *SURRENDER OF PREMISES*, states: “**Upon the expiration or termination of the term hereof or on the last day of any renewal or extended term, Lessee shall surrender the Leased premises to Lessor in the same condition as present ... Lessee shall remove from the Leased Premises on or prior to such expiration or termination all personal property situated thereat which is owned by Lessee, and property of Lessor, and Lessor may cause such property to be removed from the leased Premises and disposed of, but the cost of any such removal and disposal of repairing any damage caused by such removal shall be borne by Lessee.**” *Id.* (emphasis added).

The Commercial Lease Agreement contains an “as is” clause regarding the condition in which Defendants accepted the leased property when Defendants executed the Commercial Lease Agreement in 1996. *See* Commercial Lease Agreement, p. 12, 26. Paragraph 26 of the Commercial Lease Agreement, titled “*AS IS CONDITION.*” states: “Lessee has inspected the

Leased Premises and accepts the same in an “AS IS” condition and with all faults and without any warranties or representations, either express or implied. In particular, without limitation, **Lessor makes no representations or warranties with respect to the use, condition, occupation or management of the Leased Premises (including without limitation any facilities, buildings or other improvements thereon, surface or subsurface conditions, soils, or groundwater thereon or thereunder, or ambient air)** ... Lessee acknowledges and agrees that it has agreed to lease the Leased premises from Lessor upon the basis of its familiarity and experience with the Leased Premises and **shall bear and assume the risk that its investigations and inspections of the Premises may not have revealed adverse or undesirable physical conditions (including without limitation environmental matters and/or subsurface conditions)** ... ” *Id.* (emphasis added).

The Commercial Lease Agreement also contains an express merger clause. *See* Commercial Lease Agreement, p. 7, 16. Paragraph 16 of the Commercial Lease Agreement, titled *ENTIRE CONTRACT*, states: **“This agreement embodies the entire contract between the parties hereto relating to this Lease.** No variations, modifications or charges herein or hereof shall be binding upon any party hereto unless executed by it or by a duly authorized officer ... or a duly authorized agent of the particular party ... This Agreement supersedes and replaces in its entirety all prior leases between the parties relating to the Leased Premises, including without limitation the most recent prior Lease dated January 5, 1995.” *Id.* (emphasis added).

The Guaranty of Lease provides for Defendant Patrick F. Callahan’s, as well as Geraldine Callahan’s,⁵ unconditional guaranty of Erie Petroleum, Inc.’s obligations under the Commercial Lease Agreement. Clause 1 of the Guaranty of Lease states: “The Guarantor unconditionally guarantees to the Landlord and the successors and assigns of the Landlord the full and punctual performance and observance, by the Tenant, of all the terms, covenants and conditions of the said Lease contained on Tenant’s part to be kept, performed and observed.” Guaranty of Lease, ¶ 1 (a). “If, at any time, default shall be made by the Tenant in the performance or observance of any of the terms, covenants or conditions in said Lease contained on the Tenant’s part to be kept, performed or observed, the Guarantor will keep, perform and observe the same, as the case may be, in place and stead of the Tenant.” *Id.* at l(b).

In the instant case, Plaintiff’s counsel argues the terms cited above entitle Plaintiff to summary judgment regarding Defendants’ failure to pay rent and damages to the property when Defendants vacated the leased property in October, 2018, as well as to Defendants’ Counterclaims. Defendants argue summary judgment is inappropriate, alleging Plaintiff orally promised to find a new tenant for the property and that environmental reports suggest Plaintiff contaminated the property, creating alleged material disputes of fact regarding Plaintiff’s claims and Defendants’ counterclaims.

Upon examining the Commercial Lease Agreement, the Amendments and Extensions, and the Guaranty of Lease, this Trial Court finds and concludes the language of said agreements is clear and unambiguous. This Trial Court finds and concludes the instant merger clause indicates the Commercial Lease Agreement and Amendments and Extensions are fully integrated agreements, ensuring these agreements form the only evidence of the instant

⁵ Geraldine Callahan was the wife of Patrick F. Callahan, who also executed the Guaranty of Lease along with Patrick F. Callahan. She has passed away since signing the Guaranty of Lease and prior to the initiation of the instant case.

lease agreement and supersede all prior verbal agreements between the parties. Therefore, this Trial Court finds and concludes, as a matter of law, the intent of the parties regarding their Commercial Lease Agreement is contained in the express terms of said agreement, as well as the Amendments and Extensions, and these agreements constitute all evidence of the lease agreement, excluding contrary parol and extrinsic evidence.

In order to decide the instant Motion for Summary Judgment, this Trial Court is required to examine all evidence in the light most favorable to the Defendants. Given the evidence of the instant lease agreement is contained entirely within the Commercial Lease Agreement and Amendments and Extensions, the terms of these agreements must be viewed in the light most favorable to Defendants. However, in the instant case, because the language of the agreements is clear and unambiguous, this Trial Court's interpretation of the parties' intent contained in the Commercial Lease Agreement and Amendments and Extensions remains the same when viewed in the light most favorable to the non-moving party as when viewed in any other light.

The language of the Commercial Lease Agreement and Amendments and Extensions was negotiated by two sophisticated parties. The language of these agreements clearly and unambiguously expresses the parties' intent to lease the instant property to Defendants, who in turn pay rent in certain amounts per month according to a set time schedule. The language of these agreements clearly and unambiguously expresses the parties' intent that Defendants must remove the underground storage tank system and any related equipment at Defendants' expense and cost. The language of these agreements clearly and unambiguously expresses the parties' intent that Defendants vacate the leased property in the same condition as when Defendants entered the leased property, and Defendants must bear the cost of any required repairs. The language of the agreements clearly and unambiguously expresses the parties' intent that Defendants accept the leased property "as is," and Defendants bear the risk of any environmental contamination of the property. The merger clause clearly and unambiguously states the parties' intent that the Commercial Lease Agreement and Amendments and Extensions are fully integrated agreements containing the full expression of the terms regarding the lease of the property. Finally, the Guaranty of Lease clearly and unambiguously expresses the parties' intent that Defendant Patrick F. Callahan must answer for any breach of the Commercial Lease Agreement or its Amendments and Extensions by Erie Petroleum, Inc.

Despite Defendants' assertion to the contrary, and regardless of whether contamination of the property existed or was caused by Plaintiff prior to the beginning of the lease term, the Commercial Lease Agreement expressly shifted the risk of any such environmental contamination of the leased property to Defendants. This shift of Plaintiff's risk to Defendants renders both Plaintiff's and Defendants' arguments regarding their respective environmental reports moot as the risk of environmental contamination was clearly and unambiguously placed onto Defendants. Defendants affirmed they had the full opportunity to investigate the property and bore the risk of any environmental contamination not revealed by said investigation. According to the Commercial Lease Agreement, Defendants are not entitled to remuneration for the environmental remediation of the property when contamination was discovered after the beginning of the lease term.⁶

⁶ As Defendants accepted the shift of responsibility for environmental contamination of the property via the "as is" clause and did not raise any issue of the clause's enforceability, this Trial Court interpreted the clause's plain language to determine the parties' intent regarding liability for environmental contamination of the property throughout Defendants' occupation of the property.

Moreover, while it is clear to this Trial Court the Commercial Lease Agreement shifts all risk of environmental contamination of the leased property onto Defendants, this Trial Court notes the Commercial Lease Agreement does not provide Defendants with a set-off in rent or damages to the leased property for environmental remediation costs. Accordingly, Defendants did not file any such claim against Plaintiff or seek any such set-off when the instant environmental contamination was discovered in 2010. A February 4, 2011 letter from ICF International, the claim handler for the USTIF, to Michael Callahan states the contamination was discovered in 2010 and that the USTIF would not cover 20% of the remediation costs.⁷ See Supplemental Exhibits for Plaintiff, Exhibit E. Despite being informed they would be liable for significant costs to remediate the leased property, Defendants did not file any claim, under the Commercial Lease Agreement or otherwise, regarding Plaintiff's liability for said costs until Plaintiff initiated the instant lawsuit.

Defendants' Detrimental Reliance/Promissory Estoppel claim as to Plaintiff allegedly orally agreeing to find a new tenant for the property in question is also precluded by the Commercial Lease Agreement and 2009 Amendment and Extension. Defendants seek to introduce parol and extrinsic evidence of a term agreed to by the parties prior to executing the 2009 Amendment and Extension that directly contradicts its terms. Plaintiff's alleged oral promise to find another tenant contradicts the 2009 Amendment and Extension since the 2009 Amendment and Extension provides for continuous monthly rental payments until the scheduled termination of the lease term. This intent is mirrored in the 2004 Amendment and Extension as well as the Commercial Lease Agreement, and the Commercial Lease Agreement is incorporated by the 2009 Amendment and Extension. If Plaintiff allegedly orally agreed to seek a new tenant to replace Defendants prior to the expiration of the lease term, this term or provision should have been placed in the language of the agreements to be enforceable. Instead, Defendants argue this Trial Court should enforce an alleged oral promise because Defendants relied on an alleged oral promise to their detriment. However, in the absence of fraud or mistake, the presence of the merger clause precludes this Trial Court from considering parol or extrinsic evidence of an oral lease term made prior to the agreement that either alters, modifies, or contradicts the parties' integrated agreement. Defendants have not alleged either fraud or mistake, and a review of the entire record demonstrates these two sophisticated parties negotiated and executed a relatively detailed commercial lease agreement.

Moreover, at the close of Discovery in the instant case on October 3, 2020, Defendants had provided barely any evidence for this Trial Court's consideration in support of their Counterclaims. In fact, other than their responses to Plaintiff's Discovery Requests, Defendants did not submit anything else into the record other than their pleadings. Besides a single letter, *see supra* note 7, and a series of invoices for environmental remediation

⁷ In this February 4, 2011 letter, ICF International states that since the underground storage tank system was installed prior to the establishment of the USTIF, the USTIF would only cover 80% of the remediation costs. In a subsequent February 10, 2011 letter from Michael Callahan to Plaintiff, Defendants claim ICF International determined 20% of the environmental contamination was caused prior to the establishment of the USTIF, and that was why the USTIF would not cover the entire cost of remediation. Despite this self-serving interpretation of ICF International's letter, Defendants did not provide any evidence in the record they ever alleged Plaintiff was liable for the environmental remediation costs until after the instant lawsuit was filed.

costs, Defendants' responses to Plaintiff's Discovery requests simply echo their pleadings' allegations.⁸

Under Pennsylvania law, "In a summary judgment proceeding, where the nonmoving party bears the burden of proof on an issue, he may not merely rely on his pleadings or answers in order to survive summary judgment." *Selective Way Ins. Co. v. MAK Services, Inc.*, 232 A.3d 762, 767 (Pa. Super. 2020) (quoting *Carlino East Brandywine, L.P. v. Brandywine Village Ass'n*, 197 A.3d 1189, 1199-1200 (Pa. Super. 2018)). "Failure of a nonmoving party to adduce sufficient evidence on an issue essential to his case and on which he bears the burden of proof establishes the entitlement of the moving party to judgment as a matter of law." *Id.*

Defendants bear the burden of proof regarding both Counterclaims but did not submit any documents, affidavits, or deposition transcripts into the record in support of said Counterclaims. Defendants rely entirely upon their responses to Plaintiff's Discovery Requests to survive summary judgment. A prime example is that it was Plaintiff, not Defendants, who actually introduced into the record the environmental reports Defendants' cited in their pleadings to support their Unjust Enrichment Counterclaim. During summary judgment argument, Defendants' counsel was unable to show this Trial Court any record evidence in support of Defendants' Counterclaims. Defendants' counsel merely reiterated the allegations contained in counsel's pleadings and brief in opposition to Plaintiff's Motion for Summary Judgment.

Despite the clear and unambiguous expression of the parties intent contained in the Commercial Lease Agreement and its Amendments and Extensions, and despite Defendants' lack of evidentiary support for their counterclaims, the law is clear that Plaintiff must still proffer sufficient evidence, viewed in the light most favorable to Defendants, in order to be granted summary judgment. Plaintiff must provide sufficient evidence to prove there are no material disputes of fact regarding Defendants' failure to pay the rent or damaging the property upon vacating in October, 2018. "Even in the absence of counter-affidavits, the moving party in a summary judgment motion must still satisfy its burden of showing there are no genuine issues of material fact." *Woodford v. Pennsylvania Ins. Dep't*, 201 A.3d 899, 903 (Pa. Commw. Ct. 2019). "Under *Nanty-Glo*,⁹ testimonial affidavits of the moving party on summary judgment or his witnesses, not documentary, even if uncontradicted, will not afford sufficient basis for the entry of summary judgment, since the credibility of the testimony alone is still a matter for the factfinder." *DeArmitt v. New York Life Ins. Co.*, 73 A.3d 578, 595 (Pa. Super. 2013). "If, however, the moving party supports its motion for summary judgment with admissions by the opposing party, *Nanty-Glo* does not bar entry

⁸ For example, Defendants, in response to Plaintiff's Request for Admission 5 regarding Plaintiff's alleged oral promise to find a new tenant, quoted Defendants' own New Matter, Paragraph 21. Defendants' response to Plaintiff's Interrogatory 5, which requested dates, times, places, etc. of any communications by Michael Callahan to Plaintiff regarding Plaintiff's alleged oral promise to find a new tenant, essentially restated Paragraphs 21 and 23 of Defendants' New Matter. Defendants' response to Plaintiff's Request for Production of Documents 5, which requested documentation of any alleged oral promise by Plaintiff, stated "Defendants shall prove such via oral deposition and/or any other form allowable under the Rules of Civil Procedure." At the close of Discovery, no such deposition is of record.

⁹ The case of *Borough of Nanty-Glo v. American Surety Co. of New York*, 163 A. 523 (Pa. 1932) established the long held Pennsylvania Summary Judgment doctrine that summary judgment may not be granted where the moving party relies exclusively upon oral testimony, either through testimonial affidavits or deposition testimony, to establish the absence of a genuine issue of material fact.

of summary judgment.” *Id.* “Further, when a motion for summary judgment is made and supported as provided in the rule. ‘the adverse party may not rest only on the mere allegations or denials in his pleadings, but must set forth in his response by affidavits, or as otherwise provided, specific facts in dispute.’” *Sanchez-Guardiola v. City of Philadelphia*, 87 A.3d 934, 938 (Pa. Commw. Ct. 2014) (quoting *Kniaz v. Benton Borough*, 642 A.2d 551, 553 (Pa. Commw. Ct. 2014)).

In the instant case, Plaintiff, in support of his Motion for Summary Judgment, provided not only a signed Affidavit as well as copies of emails and letters addressed to Defendants in support of Plaintiff’s claims, but also the relevant agreements, including the Commercial Lease Agreement, the Amendments and Extensions, and Guaranty of Lease. Plaintiff also provided photographs of the leased property taken after Defendants vacated, as well as receipts for the repairs Plaintiff made to the leased property. Furthermore, Defendants, also in their responses to Plaintiff’s Discovery requests as well as in their pleadings and briefs regarding this Motion for Summary Judgment, admitted to having executed the agreements in question, admitted to their failure to pay the full amount of rent in the exact amounts Plaintiff stated, and admitted to removing the underground storage tank system when vacating the property in October, 2018. Defendants did not allege fraud or mistake and did not question the validity of the Commercial Lease Agreement, its Amendments and Extensions, or the personal guaranty in any way. Defendants did not contradict Plaintiff’s assertion that Defendants did not make any repairs to the property after extracting the underground storage tank system or prior to vacating the property. While Plaintiff’s signed Affidavit would not suffice, in and of itself, to grant Plaintiff summary judgment regarding Plaintiff’s breach of contract claims and Defendants’ counterclaims, the clear and unambiguous language of the fully integrated Commercial Lease Agreement and its Amendments and Extensions, as well as the emails, receipts, letters, photos, Defendants’ Admissions, and Defendants’ lack of evidence in support of their Counterclaims, collectively entitle Plaintiff to summary judgment.

For all of the above reasons, this Trial Court enters the following Order:

ORDER

AND NOW, to wit, on this 1st day of December, 2020, for all of the reasons stated in this Trial Court’s Opinion attached hereto, it is hereby **ORDERED, ADJUDGED, AND DECREED** Plaintiff’s Motion for Summary Judgment is **GRANTED** in Plaintiff’s favor regarding Plaintiff’s claims for breach of contract against both Defendant Erie Petroleum, Inc. and Defendant Patrick F. Callahan, and in Plaintiff’s favor regarding Defendants’ Counterclaims for Unjust Enrichment and Detrimental Reliance/Promissory Estoppel. Defendants Counterclaims for Unjust Enrichment and Detrimental Reliance/Promissory Estoppel are dismissed with prejudice. Therefore, Plaintiff shall have judgment against Defendants jointly, severally, and individually in the amount of \$50,207.00, together with reasonable attorney’s fees and expenses (to be determined by this Trial Court), interest, and costs of suit.

Plaintiff’s counsel shall file with the Prothonotary a Statement of Legal Services rendered by Plaintiff’s counsel with a Statement of Expenses incurred within ten (10) days of the date of this Order for this Trial Court’s hearing to determine reasonable attorney’s fees and

expenses due Plaintiff. Plaintiff shall provide a copy to this Trial Court (by emailing this Trial Court’s law clerk, at awilkinson@eriecountypa.gov) and CC opposing counsel. Any response to Plaintiff’s Statement by Defendants’ counsel shall be filed prior to this hearing date with a CC to this Trial Court. A hearing by telephone on said attorney’s fees and expenses application is scheduled for December 21, 2020 at 1:30 p.m. in Courtroom G, Room 222, Erie County Courthouse, before the undersigned Judge. Counsel are to telephone this Trial Court prior to the start of said hearing in order to be transferred into the Courtroom for said hearing.

BY THE COURT

/s/ **Hon. Stephanie Domitrovich, Judge**



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BANKRUPTCY NOTICE

In re: Lisa Horton
 Chapter 13 Bankruptcy
 Case No. 19-11153 TPA
 NOTICE OF A NON-EVIDENTIARY HEARING ON OPTION FOR SALE OF REAL PROPERTY AND DIVESTED OF LIENS: NOTICE IS HEREBY GIVEN THAT the Debtor in the above-referenced Bankruptcy has filed a **Motion for Sale of Real Property Free and Divested of Liens** seeking approval to sell the property located at 1207 – 1207 ½ West 8th Street, Erie, Erie County, Pennsylvania, Tax Index Nos. (16)3059-210 and (16) 3059-245 for the sum of \$78,000.00 according to the terms set forth in the Motion. A Zoom Video Conference hearing shall take place on February 3, 2021 at 11:30 a.m. via the Zoom Video Conference Application. **The Court will entertain higher offers at the hearing.** The successful bidder must deposit hand money of **\$1000.00** at the time of the approval of the sale by the Court, with the balance due to be paid at closing of this sale. To participate in and join a Zoom Hearing please initiate and use the following link at least 15 minutes prior to the scheduled Zoom Hearing time: <https://www.zoomgov.com/j/16021303488>, or alternatively, you may use the following: Meeting ID: 160 2130 3488. **All Attorneys and Parties may only appear by Zoom** and must comply with Judge Agresti’s **Amended Notice of Temporary Modification of Appearance Procedures**, dated and effective June 10, 2020, which can be found on the Court’s website at <https://www.pawb.uscourts.gov/sites/default/files/pdfs/tpa-proc-appearances.pdf>. Under the current COVID-19 circumstances, the general public may appear telephonically if unable to do so via the Internet. When the need to appear telephonically arises, members of the general public should immediately contact Tina M Fryling, Esquire to learn how to make telephonic arrangements. Examination of the property can be obtained by contacting the attorney for the Debtor, listed below. Further

information regarding this sale may be found on the Court’s EASI Website: <http://www.pawb.uscourts.gov/easi.htm>.
 Attorney for Movant/Applicant, Tina M. Fryling, Esquire, 4402 Peach Street, Suite 3, Erie, Pennsylvania 16509. (814) 450-5161 PA ID 76520
 Jan. 8

BANKRUPTCY NOTICE

In re: Ronna’s Ruff Bark Trucking, Inc.
 Chapter 11 Bankruptcy
 Case No. 19-11167
 NOTICE OF HEARING ON MOTION FOR PUBLIC AUCTION SALE OF PERSONAL PROPERTY FREE AND DIVESTED OF LIENS: NOTICE IS HEREBY GIVEN THAT the Debtor in the above-referenced Bankruptcy has filed a **Motion for Public Auction Sale of Personal Property Free and Divested of Liens** seeking approval to conduct an auction sale of the following items of personal property: **1) 2015 Mack GU713 Loader Truck, Title No. 73834984, VIN No. 1M2AX07C1FM024014; 2) 2017 Kenworth W900 Truck, Title No. 76955113, VIN No. 1NKWL40X8HJ158001; and 3) 2016 Kenworth W900 Truck, Title No. 76201760301, VIN No. 1NKWL40X2GJ459989** according to the terms set forth in the Motion. The property described above will be sold to the highest bidder, piecemeal or in bulk, **from the date an order is entered approving the within Sale Motion through approximately the following six (6) weeks thereafter** via online auction by BigIron Online Auction Co., www.bigiron.com. **All property is to be sold AS IS to the high bidder.**
 A Zoom Video Conference hearing shall take place on **January 28, 2021 at 11:30 a.m.** via the Zoom Video Conference Application. To participate in and join a Zoom Hearing, please initiate and use the following link at least 15 minutes prior to the scheduled Zoom Hearing time: <https://www.zoomgov.com/j/16021303488>, or alternatively, you may use the following: Meeting ID: 160 2130 3488. **All attorneys and Parties may only appear by Zoom**

and must comply with Judge Agresti’s **Amended Notice of Temporary Modification of Appearance Procedures**, dated and effective June 10, 2020, which can be found on the Court’s Website at <https://www.pawb.uscourts.gov/sites/default/files/pdfs/tpa-proc-appearances.pdf>. Under the current COVID-19 circumstances, the general public may appear telephonically if unable to do so via the Internet. When the need to appear telephonically arises, members of the general public should immediately contact Michael P. Kruszewski, Esquire to learn how to make telephonic arrangements. Examination of the property can be obtained by contacting the attorney for the Debtor, listed below. Further information regarding this sale may be found on the Court’s EASI Website: <http://www.pawb.uscourts.gov/easi.htm>.
 Attorney for Movant/Applicant Michael P. Kruszewski, Esquire Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc.
 2222 West Grandview Blvd.
 Erie, Pennsylvania 16506
 (814) 833-2222
 PA ID#91239

Jan. 8

INCORPORATION NOTICE

Beneflex-Erie Inc. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.

Jan. 8

INCORPORATION NOTICE

Gordon Scott Corporation has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.

Jan. 8

LEGAL NOTICE

In re: : IN THE COURT OF COMMON PLEAS
 PETITION OF THE ERIE COUNTY TAX CLAIM : OF ERIE COUNTY, PENNSYLVANIA
 BUREAU FOR SALE OF REAL ESTATE AT :
 PUBLIC SALE FREE AND CLEAR OF CLAIMS, :
 LIENS, MORTGAGES, TAX CLAIMS, CHARGES, : CIVIL ACTION - LAW
 AND ESTATES EXCEPT SEPARATELY TAXED :
 GROUND RENTS IN ACCORDANCE WITH THE :
 PROVISIONS OF THE REAL ESTATE TAX SALE :
 LAW, Petitioner : NO. 12210-2020

**NOTICE OF JUDICIAL TAX SALE TO
PROPERTY OWNERS, MORTGAGE HOLDERS AND LIENHOLDERS**

PUBLIC NOTICE IS HEREBY GIVEN TO CERTAIN INDIVIDUALS AND ENTITIES WHO MAY HAVE AN INTEREST IN REAL PROPERTY TO BE SOLD AT A JUDICIAL TAX SALE TO BE HELD PURSUANT TO THE PENNSYLVANIA REAL ESTATE TAX SALE LAW, 72 P.S. § 5860.101 ET SEQ., PURSUANT TO THE ORDER OF THE COURT OF COMMON PLEAS OF ERIE COUNTY AT CIVIL NO. 12210-2020.

1. On or about October 28, 2020, at the above term and number, the Erie County Court of Common Pleas issued a Rule to Show Cause upon all those with a potential interest in property to be sold at a proposed judicial tax sale to be held pursuant to the Pennsylvania Real Estate Tax Sale Law, 72 P.S. § 5860.101.
2. Petitioner attempted to serve all interested parties, but despite due diligence, certain individuals and entities could not be found or service on them could not otherwise be obtained.
3. On December 15, 2020, the Court of Common Pleas of Erie County conducted a hearing on a Rule to Show Cause and issued an Order and Decree which schedules a judicial tax sale, as requested by Petitioner, to be held via an on-line auction on www.govdeals.com beginning on Wednesday, February 10th, 2021 at 9:00 A.M. and continuing through Thursday, February 11th, 2021, ending at 3:00 P.M.
4. On December 15, 2020, the Court granted the Petitioner's Motion to serve certain individuals and entities by publication identified by Petitioner as set forth below for the reason that their whereabouts were unknown or service could not otherwise be obtained.
5. The individuals and entities which the Court ruled may be served by publication and the properties to be involved in the judicial tax sale in which they may have an interest are as follows:

Auc #	Parcel #	PROPERTY OWNER(S)	Address
J20-0001	03-005-016.0-007.00	WILLIAM R KENNEDY	ELGIN RD TR 47 4.5 AC
J20-0001	03-005-016.0-007.00	ELAINE KENNEDY	ELGIN RD TR 47 4.5 AC
J20-0005	05-027-115.0-006.00	JASON J COLEMAN	111 E MAIN ST 20.9X88
J20-0008	08-033-143.0-002.00	POWERS EDWARD A	412 W PLEASANT ST
J20-0009	08-033-148.0-004.00	CALVIN WARNER	211 SPRING ST
J20-0009	08-033-148.0-004.00	JULIE A WARNER	211 SPRING ST
J20-0010	08-034-124.0-003.00	CHRISTOPHER J DAVIDS	1000 W PLEASANT ST
J20-0010	08-034-124.0-003.00	KRISTI L DAVIDS	1000 W PLEASANT ST
J20-0012	08-035-122.0-006.00	BECKWITH NEWELL, deceased - His Heirs, Successors and Assigns	W PLEASANT ST 90S X 330 IRR
J20-0012	08-035-122.0-006.00	Estate of BECKWITH NEWELL, c/o Elsie Stockton	W PLEASANT ST 90S X 330 IRR
J20-0016	14-010-013.0-400.00	FRED M STOVER (deceased) His Heirs, Successors and Assigns	460 E 7 ST 30 X 68
J20-0017	14-010-014.0-109.00	FRANK ABBATE	445 E 5 ST 40 X 157.5
J20-0017	14-010-014.0-109.00	KATHLEEN ABBATE	445 E 5 ST 40 X 157.5
J20-0020	14-010-017.0-116.00	DONALD J MCCLELLAND SR, His Heirs, Successors & Assigns	527 East 5th St.

ERIE COUNTY LEGAL JOURNAL

COMMON PLEAS COURT

LEGAL NOTICE

COMMON PLEAS COURT

J20-0020	14-010-017.0-116.00	LOIS MCCLELLAND, her Heirs, Successors & Assigns	527 East 5th St.
J20-0023	14-010-020.0-234.00	SUTULA EDWARD A (deceased), his heirs successors and assigns	E 5TH ST
J20-0023	14-010-020.0-234.00	ROXINE SUTULA (deceased), her heirs successors and assigns	E 5TH ST
J20-0024	14-010-020.0-245.00	SUTULA EDWARD A (deceased), his heirs successors and assigns	ASH E S BET 4 ET 5 IRR
J20-0024	14-010-020.0-245.00	ROXINE SUTULA (deceased), her heirs successors and assigns	ASH E S BET 4 ET 5 IRR
J20-0025	14-010-020.0-246.00	SUTULA EDWARD A (deceased), his heirs successors and assigns	ASH E S BET 4 ET 5 IRR
J20-0025	14-010-020.0-246.00	ROXINE SUTULA (deceased), her heirs successors and assigns	ASH E S BET 4 ET 5 IRR
J20-0026	14-010-022.0-117.00	BECKI L CLAWSON	719 REED ST 30.67 X 135
J20-0027	14-010-028.0-230.00	ORA D LYONS	423 WILSON ST 35 X 107
J20-0027	14-010-028.0-230.00	LILIE MAE LYONS	423 WILSON ST 35 X 107
J20-0030	14-010-039.0-324.00	ANTHINE C PELLEGRINO	1118 ATKINS ST 32 X IRR
J20-0034	14-011-001.0-112.00	CHARLES F ELLIS	1325 E 7 ST 40 X 120
J20-0035	14-011-001.0-130.00	JEREMY WOJTECKI	705 HESS AVE 34 X 109.9
J20-0036	14-011-002.0-115.00	PROPERTY WORX, LLC	1303 ATKINS ST 26 X 110
J20-0037	14-011-016.0-223.00	THOMAS J KEARNEY	629 MARNE RD 44.17 X 110
J20-0037	14-011-016.0-223.00	KERRIE L KEARNEY	629 MARNE RD 44.17 X 110
J20-0038	15-020-021.0-219.00	PETER J ANIKI	811 PARADE ST 39.87X88
J20-0038	15-020-021.0-219.00	DIANA FURMAN	811 PARADE ST 39.87X88
J20-0041	15-020-025.0-208.00	BEATRICE WILLIAMS	431 E 16 ST 40X60
J20-0043	15-020-028.0-214.00	HARPSTER BRIAN L	517 E 13 ST 34X105
J20-0045	15-020-031.0-109.00	NO PANTS LLC	641 E 9 ST 26.5X165
J20-0048	15-020-034.0-227.00	RONALD JARUSIEWICZ (deceased), his heirs, successors and assigns	710 E 9 ST 41.25X165
J20-0050	15-020-038.0-109.00	BELOTLIEFF LINDA L (JTWROS) (Deceased), her heirs successors and assigns	917 WAYNE ST 40 X 140
J20-0051	15-020-043.0-105.00	SALTER ROBIN L	914 EAST AVE 30X82.5
J20-0053	15-020-049.0-213.00	**DUSKA MARTHA MARY (deceased), her heirs, successors and assigns	1212 E 9 ST 32X120
J20-0055	15-021-002.0-307.00	SANDRA J CARPINELLO	1319 E 10 ST 30 X 126
J20-0064	16-030-026.0-237.00	STEVEN L SPEARMAN	524 W 17 ST 40X132.5
J20-0066	16-030-036.0-321.00	**DEDIC AMIRA	816 W 17TH ST 50X57*5
J20-0068	16-030-047.0-227.00	COVALENT LLC	825 7 9 CASCADE ST 41.25 X 91
J20-0072	17-040-018.0-110.00	C.D. ADAMS (deceased), his heirs successors and assigns	521 W 3RD ST 30X155
J20-0072	17-040-018.0-110.00	JAMAL PAGE	521 W 3RD ST 30X155
J20-0073	17-040-027.0-112.00	MONAHAN B TERRY	823 W 3 ST 41.25X157
J20-0077	18-050-007.0-229.00	JANANTE FREEMAN	132 E 25 ST 32 X 127.5
J20-0078	18-050-011.0-114.00	COLEMAN BENJAMIN F	229 E 25 ST 34 X 102
J20-0081	18-050-015.0-115.00	BILLY RAY LYONS	327 E 25 ST 50 X 150
J20-0081	18-050-015.0-115.00	YVONNE I LYONS	327 E 25 ST 50 X 150
J20-0083	18-050-016.0-228.00	MINNIE KNIGHT, her heirs successors and assigns	454 E 19 ST 31.33 X 80
J20-0083	18-050-016.0-228.00	FANNIE ATKINSON, her heirs successors and assigns	454 E 19 ST 31.33 X 80
J20-0083	18-050-016.0-228.00	WILLIAM T JOHNSON, his heirs successors and assigns	454 E 19 ST 31.33 X 80
J20-0086	18-050-028.0-224.00	SHIRLEY WILLIS SCOTT, her heirs, successors and assigns	730 E 19 ST 35 X 130
J20-0086	18-050-028.0-224.00	ANDREW L FOX	730 E 19 ST 35 X 130
J20-0086	18-050-028.0-224.00	Estate of SHIRLEY WILLIS SCOTT, Her Heirs, Successors and Assigns, c/o India Carder, Co-Exe.	730 E 19 ST 35 X 130

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J20-0073	Internal Revenue Service - Attn: Advisory (Pittsburgh, PA)	17-040-027.0-112.00	823 W 3 ST 41.25X157
J20-0078	Internal Revenue Service - Attn: Advisory (Pittsburgh, PA)	18-050-011.0-114.00	229 E 25 ST 34 X 102
J20-0082	Beneficial Consumer Discount Co, d/b/a Beneficial Mortgage Co, of PA c/o CT Corporation System	18-050-015.0-219.00	2407 GERMAN ST 35 X 132
J20-0086	Commenity Bank - c/o Weltman Weinberg & Reis Co. LPA	18-050-028.0-224.00	730 E 19 ST 35 X 130
J20-0092	Jimmy W Crandall Jr	18-050-039.0-230.00	926 E 25 ST 40 X 135
J20-0097	NSRT Funding LLC	18-050-082.0-127.00	2925 HOLLAND ST 30 X 100
J20-0097	PNC Bank, NA (Miamisburg, OH)	18-050-082.0-127.00	2925 HOLLAND ST 30 X 100
J20-0101	Beneficial Consumer Discount Company - c/o CT Corporation System (Harrisburg, PA)	18-051-001.0-237.00	1240 E 21 ST 32 X 105
J20-0109	TOWD Point Master Funding Trust 2014-18	18-051-037.0-112.00	2311 GLENDALE AVE 45.82 X IR
J20-0111	Northwest Savings Bank (Warren, PA)	18-051-041.0-209.00	2624 PROSPECT AVE 41 X 150
J20-0119	Internal Revenue Service - Attn: Advisory (Pittsburgh, PA)	18-053-038.0-308.00	3820 COCHRAN ST 67.5X120
J20-0119	Pennsylvania State Employees Credit Union c/o Weltman, Weinberg & Reis Co., LPA	18-053-038.0-308.00	3820 COCHRAN ST 67.5X120
J20-0119	Discover Bank - c/oWeltman, Weinberg & Reis Co., LPA	18-053-038.0-308.00	3820 COCHRAN ST 67.5X120
J20-0128	PNC Bank, NA - Successor by Acquisition of National City Bank	19-061-072.0-127.00	1618 W 41 ST 70X118.5
J20-0138	Sean F Creegan, Deputy Chief Counsel of Employ Security Commonwealth of PA, Dept. of Labor & Industry	24-004-007.4-012.39	9800 W LAKE RD LOT 57 TRL
J20-0145	Township of Harborcreek, Stephen Siedler, Comptroller	27-005-076.0-102.00	CROSLEY RD 53.28X200 IR
J20-0147	Wilmington Savings Fund Society, FSB not in its individual capacity, but solely as Owner Trustee of the Aspen Growth IV Trust	27-032-124.0-021.00	8636 BELLE RD 102 X 222
J20-0147	Notable Capital Fund, LLC	27-032-124.0-021.00	8636 BELLE RD 102 X 222
J20-0147	Pleasant Ridge Manor	27-032-124.0-021.00	8636 BELLE RD 102 X 222
J20-0147	Citizens Bank of Pennsylvania, n/b/m Citizens Bank, NA	27-032-124.0-021.00	8636 BELLE RD 102 X 222
J20-0147	PNC Bank, NA, c/o Brett Solomon, Esq., Tucker Arensberg, PC	27-032-124.0-021.00	8636 BELLE RD 102 X 222
J20-0152	US Mortgage Resolution, LLC	29-017-061.0-008.00	1235 SILLIMAN AVE 40X125
J20-0160	Sean F Creegan, Deputy Chief Counsel of Employ Security Commonwealth of PA, Dept. of Labor & Industry	33-016-019.1-264.59	411 KELSO DR LOT 24 TRL
J20-0169	PA Department of Revenue, Bureau of Individual Taxes, Inheritance Tax Division	33-098-665.2-003.00	WYNBURN AVE & DEVON LN 211.45X
J20-0170	PA Department of Revenue, Bureau of Individual Taxes, Inheritance Tax Division	33-118-461.0-012.00	5002 CHERRY ST 50X121.96 IRR
J20-0170	Barclays Bank - c/o Phillips & Cohen Associates	33-118-461.0-012.00	5002 CHERRY ST 50X121.96 IRR
J20-0171	Internal Revenue Service - Attn: Advisory (Pittsburgh, PA)	33-123-418.0-027.53	5127 ZUCK RD
J20-0171	Michael L Coleville, US Attorney for the Western District of Pennsylvania	33-123-418.0-027.53	5127 ZUCK RD
J20-0171	First National Bank of Omaha	33-123-418.0-027.53	5127 ZUCK RD
J20-0171	PNC Bank, NA - c/o Metz Lewis Brodman Must O'Keefe, LLC	33-123-418.0-027.53	5127 ZUCK RD

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J20-0171	Barry W Krengel, Esq. for Patterson Dental Supply Inc	33-123-418.0-027.53	5127 ZUCK RD
J20-0173	Bayview Loan Servicing, LLC	36-009-059.0-041.00	34 WELLINGTON ST 51.5X185.65 I
J20-0177	Internal Revenue Service - Attn: Advisory (Pittsburgh, PA)	39-006-007.2-007.54	2947 HAPPY VALLEY RD LOT 29 TRL
J20-0177	Law Office of Gregory Javardian for GREEN TREE Servicing, LLC	39-006-007.2-007.54	2947 HAPPY VALLEY RD LOT 29 TRL
J20-0179	Erie Petroleum, Inc.	39-024-048.0-001.00	6143 ROUTE 6N 11.48 AC CAL
J20-0179	Commonwealth of PA - Dept. of Environmental Protection (Meadville, PA)	39-024-048.0-001.00	6143 ROUTE 6N 11.48 AC CAL
J20-0186	FNB Consumer Discount Company	42-002-002.0-014.00	2 NEW ST 31X95
J20-0186	Regency Finance Company d/b/a FNB Consumer Discount Co. c/o Cynthia K Klenowski, Esq.	42-002-002.0-014.00	2 NEW ST 31X95
J20-0188	AmeriFirst Home Improvement Finance Co.	42-015-078.0-007.01	46 48 ATLANTIC ST
J20-0190	Keybank, N.A., successor by merger to National City Bank - c/o Raymond P Wendolowski, Jr, Esq., Berstein-Burkley, PC	44-021-033.0-020.00	ROUTE 89 TR 40 5.04 AC
J20-0191	Lexis Document Services, Inc. for Greenpoint Credit LLC	45-022-053.2-018.24	105 IMPERIAL WAY TRL
J20-0191	Law Office of Gregor Javardian, LLC - Bank of NY Mellon, Trust Co., NA, as Successor in Interest to Bank One, NA as Trustee o Greenpoint Mfg. Housing Contract Trust, Pass-Through Cert. Series 2001-2	45-022-053.2-018.24	105 IMPERIAL WAY TRL

THE ABOVE ARE HEREBY NOTIFIED THAT PROPERTY IN WHICH THEY MAY HOLD AN INTEREST WILL BE SOLD, FREE AND CLEAR OF ANY INTEREST THEY MAY HAVE BEGINNING AT 9:00 A.M. ON WEDNESDAY, FEBRUARY 10th, 2021, UP THROUGH AND INCLUDING, THURSDAY, FEBRUARY 11th, 2021 at 3:00 P.M. FOR FURTHER INFORMATION, THE ABOVE MAY CONTACT THE UNDERSIGNED PRIOR TO THE DATE OF SALE.

Lorie Watson, MacDONALD, ILLIG, JONES & BRITTON LLP, 100 State Street,
Suite 700, Erie, PA 16507, 814-870-7770, taxsaleinfo@mijb.com, www.eriejudicialtaxsale.com.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA - NO. 12210-2020
SUPPLEMENTAL RULE TO SHOW CAUSE ORDER

AND NOW, this 15th day of December, 2020, the within Motion for Leave to Serve by Publication being presented, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. A Rule is hereby directed to all legal owners and lienholders not previously served to appear and show cause why a decree should not be made that said property be sold free and clear of their respective tax and municipal claims, liens, mortgages, charges and estates.
2. This Rule is returnable before the Honorable Judge Joseph M. Walsh III on February 4th, 2021 at 1:30 P.M in Courtroom I-217 of the Erie County Courthouse at which time the Court will hear from any owner or party who opposes the relief sought in the Petition.

BY THE COURT,
/s/Joseph M. Walsh, III, Judge

Jan. 8

LEGAL NOTICE

In re: : IN THE COURT OF COMMON PLEAS
 PETITION OF THE ERIE COUNTY TAX : OF ERIE COUNTY, PENNSYLVANIA
 CLAIM BUREAU FOR SALE OF REAL ESTATE AT :
 PUBLIC SALE FREE AND CLEAR OF CLAIMS, :
 LIENS, MORTGAGES, TAX CLAIMS, CHARGES, : CIVIL ACTION - LAW
 AND ESTATES EXCEPT SEPARATELY TAXED :
 GROUND RENTS IN ACCORDANCE WITH THE :
 PROVISIONS OF THE REAL ESTATE TAX SALE :
 LAW, Petitioner : NO. 12210-2020

**PUBLIC NOTICE OF JUDICIAL “LIEN FREE” TAX SALE
 TO BE HELD VIRTUALLY, ON-LINE, FEBRUARY 10TH & 11TH, 2021
 BEGINNING AT 9:00A.M. At GovDeals.COM**

TO: ALL INTERESTED MEMBERS OF THE PUBLIC

On December 15, 2020, the Erie County Court of Common Pleas entered an Order at Erie County Civil Action No. 12210-2020, authorizing a judicial tax sale to be conducted pursuant to the Pennsylvania Real Estate Tax Sale Law, 72 P.S. §5860.101 et.seq., and it will involve the sale, to the highest bidder, of certain parcels of Erie County real estate for which there has been a delinquency in the payment of their real estate taxes for a period exceeding three (3) years. The purchasers at this judicial sale take the property free and clear of all tax and municipal claims, mortgages, liens, charges and estates of whatsoever kind in existence as of March 1, 2020, except ground rents separately taxed and any rights asserted by the government of the United States. Liens filed after March 1, 2020, may not receive notice of the sale, and thus remain with the property. Prospective purchasers are encouraged to conduct their own due diligence.

1. The sale shall be conducted on Wednesday, February 10, 2021 beginning at 9:00 A.M. and continuing through Thursday, February 11, 2021 until between 1:00 P.M. and 3:00 P.M., on-line at GovDeals.com.
2. The sale is open to any interested member of the public who is eligible to participate.
3. The sale shall be conducted in an on-line style of bidding with all properties listed and available to be bid upon until the end of the sale to the highest bidder on each parcel.
4. All persons interested in bidding at the judicial sale, if not already pre-registered, must contact MacDonald Illig Jones & Britton, Attn: Lorie Watson (814) 870-7770 to make arrangements to register.

By participating in the sale, you agree to be bound by these Rules:

5. **TITLE, CONDITION and OCCUPANCY** All properties are sold “as is” with no warranty or guaranties of any kind regardless of statement of condition made from the auction block page. Bidders shall rely entirely on their own inspection and information and are responsible for knowing the properties which they are bidding upon. **ALL SALES ARE FINAL.**

The “As Is” sale includes, but is not limited to environmental conditions such as possible wetlands, storm water drainage matters, underground storage tanks, or hazardous or toxic waste or materials in, on or under the property.

Neither the County nor the attorneys make any guaranty or warranty that the information or photos from the Erie County Assessment Office displayed is accurate. **For example, the information may include a photo of a structure that is no longer on the property. In particular, mobile homes are MOVABLE and may not be on the property anymore, despite being in a photograph displayed during the sale.**

As such, Bidders shall ***rely entirely on their own inspection and information*** and are responsible for knowing the current condition of properties upon which they are bidding (***including BLIGHTED Properties***). With the exception of mobile homes without land, no personality is included in the sale.

The Bureau conducts a limited title search in order to attempt to notify all known holders of mortgages, judgments or liens that, by Order of the Erie County Court of Common Pleas, the property will be offered for sale divested of such mortgages, judgments or liens. These searches occur during the year leading up to the sale, not on the day of the sale. Thus, liens or judgments that are filed after the search, but before the sale, will not receive notice of the sale and such liens may continue as valid liens. For this reason, the Bureau places a “good through” date of March 1, 2020 on its searches. Buyers are warned that if they do not perform “bring down” searches after that date, they could take a property subject to a valid lien. No warranty or guaranty is made regarding the title searches.

Any trailers that are purchased from the sale may have an encumbrance on the trailer’s certificate of title and will be sold under and subject to said encumbrance.

Note: land title insurance companies usually will not insure the title of judicially sold property. Buyers should consult legal counsel concerning the title and the advisability of bringing a court action to Quiet Title. The County, its attorneys and representatives make no warranty, guarantee, or representation as to the description of a property, nor will it make any survey on the property.

The Erie County Tax Claim Bureau reserves the right to participate, or not to participate in any post-sale litigation.

The Erie County Tax Claim Bureau will sell subject to existing tenancies and possessors (i.e., renters or others occupying the property). You may have to bring an action for eviction or ejectment to remove any such occupants.

All those participating in the bidding process or who may otherwise be affected thereby and have an interest therein are reminded of the following: the risk of loss due to casualty or other destruction or damage to the premises, and responsibility and liability for any injuries to persons arising out of the condition of the premises will be upon the bidder, effective upon payment of the bid price. **Winning bidders have an insurable interest the moment they pay for the property and need not wait to receive a deed to obtain insurance on the property.**

***** Please Note:** The existence of a Federal Tax Lien creates a 120-day right of redemption in favor of the federal agency. This entitles the federal authorities to purchase the property within 120 days of the sale from the successful bidder at the bid price. Therefore, bidders are cautioned to refrain from improving the premises by improvement or demolition during this redemption period.

6. PERSONAL CHECKS WILL NOT BE ACCEPTED. Purchases may only be made by cash, cashier's/certified check or wired funds made payable to "MacDonald, Illig, Jones & Britton LLP" or to the winning bidder and then endorsed. If you have a cashier's or certified check in an amount in excess of the purchase price and costs, a refund check will be issued to you for the difference within 14 days of the final Sale date.

Winning Bidders will receive a Buyer's Invoice by e-mail from GovDeals.com as their notice of winning bid. Then a FINAL e-mail from MIJB with the TOTAL amount due will be sent. All sales under \$5,000 must be paid in full by 5:00 p.m. on the day after the close of the sale (Feb. 12, 2021); **with the winning bid amount, auction fee (5%), transfer taxes, City of Erie administrative fee (if applicable), and recording fees. Please refer to the Final e-mail for all fees and taxes.** (Failure to do so will result in the property being placed back in the auction and reoffered for sale during this or the next judicial tax sale.) For purchases **over \$5,000**, the high bidder must pay at least \$5,000 or twenty-five (25%) percent of the bid price, **whichever is greater**, prior to the conclusion of the payment day (February 12, 2021); **with the required winning bid amount, auction fee (5% of bid price), transfer taxes, City of Erie administrative fee (if applicable) and recording fees**, with the balance to be paid within seven (7) days (February 19, 2021). Said balance payment is to be made at the offices of MacDonald, Illig, Jones & Britton LLP located at 100 State Street, Suite 700, Erie, PA 16507.

*****Failure to make any required payments within the time frame set forth above will result in the property being re-auctioned at this or the next judicial tax sale and may result in a prohibition of bidding on any other properties in the sale, as well as pursuit of the winning bidder for damages resulting from the winning bidder's failure to make the required payment. The payments are non-refundable and all payments made by bidders will be retained as liquidated damages.**

Any failure to pay the required minimum within one day after the sale shall be treated as a breach of contract and the County reserves all rights to pursue the winning bidder for all damages resulting from the winning bidder's failure to make the required minimum payment, including but not limited to the costs and legal fees associated with placing the property in a subsequent sale.

All Prospective bidders will be required to complete and execute an "Affidavit of Bidder" and shall provide the original Affidavit to MacDonald, Illig, Jones & Britton LLP at the time of registration.

BIDDERS WILL BE PROHIBITED FROM BIDDING IF THEY HAVE DELINQUENT TAXES OR OUTSTANDING MUNICIPAL UTILITY BILLS ON ANY OF THEIR OWN PROPERTY IN ERIE COUNTY, AT THE TIME OF THE SALE.

FAILURE TO PROVIDE THE COMPLETED AFFIDAVIT OF BIDDER SHALL BE DEEMED A FAILURE TO CONSUMMATE THE TRANSACTION AND WILL RESULT IN THE PROPERTY BEING RE-AUCTIONED AT THE NEXT JUDICIAL TAX SALE. ALL PAYMENTS MADE BY BIDDERS WILL BE RETAINED AS LIQUIDATED DAMAGES.

7. The auctioneer reserves the right to accept any bids in any increment the auctioneer feels is in the best interest of the Erie County Tax Claim Bureau. The auctioneer reserves the right to refuse any bid for any reason, from any person, whose actions, conduct or adverse comments are not in the best interest of the Erie County Tax Claim Bureau.

8. "Bid rigging," "pooling" or "collusion" by bidders can be a felony violation and will be treated accordingly. Under Pennsylvania Real Estate Tax Sale Law, 72 P.S. §5860.618, the owner of a property has no right to purchase his or her own property at a judicial tax sale. It is also prohibited for a property owner to use a family member, friend or other "straw" person to circumvent this rule. Any payment made in violation of this provision by or on behalf of any owner will be retained as liquidated damages, the sale voided and the property will be re-auctioned at his or a subsequent judicial sale.

9. This Judicial Sale is being held according to the provisions of the Pennsylvania Real Estate Tax Sale Law, 72 P.S. § 5860.101 et seq., and a Petition and Order to hold this sale was filed at the Erie County Court of Common Pleas, Civil Action No. 12210-2020, which Petition and Order is available for public inspection in the Erie County Prothonotary's Office. In the event of any conflict between these terms and conditions and the Pennsylvania Real Estate Tax Sale Law, the Real Estate Tax Sale Law shall control.

10. It is anticipated that successful bidders will receive a quit claim deed in approximately three months (90 days) after the Judicial Tax Sale.

UNTIL SUCH TIME AS THE SUCCESSFUL BIDDER RECEIVES THE QUIT CLAIM DEED CONVEYING

TITLE TO THE PROPERTY, THE SUCCESSFUL BIDDER HAS ONLY EQUITABLE OWNERSHIP. IF THE PROPERTY IS OCCUPIED, IT IS THE WINNING BIDDER'S RESPONSIBILITY TO FOLLOW ALL LAWS AND RULES GOVERNING THE REMOVAL OF OCCUPANTS. If needed, MacDonald, Illig, Jones & Britton LLP will supply a letter confirming the winning bidder's equitable ownership in a given property.

*The County, its attorneys and representatives are not permitted to provide legal advice. If you have any questions regarding this point, you are encouraged to contact your attorney. If you do not have an attorney, you may contact the Lawyer Referral & Information Service of the Erie County Bar Association at (814) 459-4411.

11. A deed recording fee of approximately \$86.00 and \$2.00 for Realty Transfer Tax Statement of Value filing fee will automatically be added to each purchase of real property. The City of Erie, City Engineer administrative fee of \$100.00 will automatically be added where appropriate. Mobile homes, purchased without land, are not subject to the deed recording fee or Realty Transfer Tax Statement of Value filing fee.

12. A real estate transfer tax equal to 2%* of the computed value of the property will **automatically be added to each purchase of real property**, and must be paid with the bid price. The computed value is the **assessed value** of the parcel **multiplied by the common level factor of 1.16%**. The transfer tax is NOT based on the bid price. However, if the bid price is more than the assessed value, then the bid price will be used as the value of the property for transfer tax purposes. Mobile homes, purchased without land, are not subject to the real estate transfer tax. (*The transfer tax is 2.5% in the Borough of Edinboro).

13. **Bidder agrees to pay 5% of the Bid price as the Auction Fee.**

14. Successful bidders will take properties free and clear of claims, liens, mortgages, tax claims, charges and estates, except separately taxed ground rents, filed through March 1, 2020.

15. THE SUCCESSFUL BIDDER IS RESPONSIBLE FOR PAYMENT OF ALL 2021 CALENDAR YEAR REAL ESTATE TAXES, THE 2021-2022 FISCAL YEAR TAXES AND SUBSEQUENTLY LEVIED REAL ESTATE TAXES AND MUNICIPAL CHARGES. THESE TAXES MAY ALREADY HAVE BEEN BILLED AND/OR NEW BILLS MAY NOT BE ISSUED TO THE NEW OWNERS. IT IS THE WINNING BIDDER'S RESPONSIBILITY TO CONTACT THE TAX COLLECTOR TO DETERMINE THE TAX AND MAKE PAYMENT.

16. The Erie County Tax Claim Bureau reserves the right to withdraw any parcel from the auction at any time and change the minimum bid for any parcel at any time, regardless of any previous advertisements or notices which have been made to the public.

17. The Land Bank Act, 68 Pa. C.S. §2101, *et. seq.* provides that the Land Bank Authority may acquire property at a Judicial Tax Sale. As a result of the Land Bank Act, certain properties may be subject to prior intragovernmental agreements of sale to the Land Bank and will not be sold at the auction; these properties will be announced at the sale.

18. Successful bidders agree to cooperate in correcting any errors or other irregularities that may occur after the sale (for example an incorrect deed description or other similar clerical errors).

19. **The minimum bid for all parcels located in Millcreek Township may be changed prior to the sale.**

20. *****Bidders must register to bid through GovDeals at www.GovDeals.com.**

Registrants must complete an Affidavit of Bidder form and present a valid driver's license or other valid photo identification at the time of registration at MacDonald Illig. Out-of-town residents may pre-register by e-mailing to lwatson@mijb.com a fully-executed and notarized Affidavit of Bidder form, together with a clear, fully legible copy of the registrant's valid driver's license or other valid photo identification.

21. The following properties will be sold at the Judicial Tax Sale on February 10th and 11th, 2021, reserving the right to pull any sales because taxes have been brought current or for any other reason:

Auction #	PARCEL NUMBER	OWNER'S NAME	PROPERTY DESCRIPTION
J20-0001	03-005-016.0-007.00	KENNEDY WM R UX ELAINE, C/O ELAINE MCINTYRE	ELGIN RD TR 47 4.5 AC
J20-0002	04-006-017.0-005.00	LEEPER BECKY ET TOM	THRASHER RD TR 521 120 X 117
J20-0003	04-011-032.0-005.00	REMOVED - Paid in Full	12812 ROUTE 226 4.47 AC
J20-0004	04-019-066.0-003.00	SHERMAN ELLEN M ET MARIE A	11599 CARTER RD 273X200 IRR
J20-0005	05-027-115.0-006.00	COLEMAN JASON J	111 E MAIN ST 20.9X88
J20-0006	06-006-014.2-013.65	ENGLISH WILLIAM L	311 APACHE DR TRL
J20-0007	06-015-024.0-017.00	DAVIS CHARLES R UX JANICE V	23 E CONGRESS ST 66 X 216.5 IRR
J20-0008	08-033-143.0-002.00	POWERS EDWARD A	412 W PLEASANT ST 50 X 100
J20-0009	08-033-148.0-004.00	WARNER CALVIN L UX JULIE A	211 SPRING ST TR 51 50X95
J20-0010	08-034-124.0-003.00	DAVIDS CHRISTOPHER J UX KRISTI L	1000 W PLEASANT ST 29X345 IRR
J20-0011	08-034-130.0-010.00	MCCASLIN DONNA ET TAMMY LOU	912 W PLEASANT ST TR 51
J20-0012	08-035-122.0-006.00	BECKWITH NEWELL	W PLEASANT ST 90S X 330 IRR
J20-0013	09-004-004.0-002.00	COPELAND DANA	10259 CRANE ST 59.5 X 208
J20-0014	13-010-028.0-032.00	HENDERSON JAMES C UX DEBORAH	10359 HIGH ST 110 X 165
J20-0015	14-010-010.0-116.00	US PROPERTIES	333 E 7 ST 32.39 X 157
J20-0016	14-010-013.0-400.00	STOVER FRED M UX LARAINA A	460 E 7 ST 30 X 68

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J20-0072	17-040-018.0-110.00	ADAMS C D (DECEASED) ET PAGE JAMAL	521 W 3RD ST 30X155
J20-0073	17-040-027.0-112.00	MONAHAN B TERRY	823 W 3 ST 41.25X157
J20-0074	17-040-030.0-107.00	REMOVED - Paid in Full	913 W 3 ST 47X165
J20-0075	17-040-030.0-108.00	REMOVED - Paid in Full	915 17 W 3 ST 42.5X165
J20-0076	17-040-034.0-106.00	BIANCARDI LOUIS J UX CAROLA A	702 RASPBERRY ST X 1105 07 W 7
J20-0077	18-050-007.0-229.00	FREEMAN JANANTE	132 E 25 ST 32 X 127.5
J20-0078	18-050-011.0-114.00	COLEMAN BENJAMIN F	229 E 25 ST 34 X 102
J20-0079	18-050-011.0-203.00	REMOVED - Paid in Full	2414 GERMAN ST 41.25 X 129
J20-0080	18-050-014.0-137.00	EVANS CHARLES J III (Lot only)	356 E 24 ST 30 X 95
J20-0081	18-050-015.0-115.00	LYONS BILLY RAY UX YVONNE I	327 E 25 ST 50 X 150
J20-0082	18-050-015.0-219.00	MANN ARTHUR P SR UX DONNA L	2407 GERMAN ST 35 X 132
J20-0083	18-050-016.0-228.00	KNIGHT MINNIE, ATKINSON FANNIE, JOHNSON WILLIAM T	454 E 19 ST 31.33 X 80
J20-0084	18-050-022.0-136.00	**NEWSOME SHADACEA M	552 E 24 ST 40 X 128
J20-0085	18-050-023.0-223.00	ALTOOMA FALAH	528 E 25 ST 45 X 128
J20-0086	18-050-028.0-224.00	**FOX ANDREW L ET WILIS SHIRLEY	730 E 19 ST 35 X 130
J20-0087	18-050-030.0-110.00	BROWN AMY L ET GONZALEZ SALVADOR	723 E 23 ST 50 X 135
J20-0088	18-050-035.0-124.00	WOJTECKI JEREMY	2521 WAYNE ST 25 X 125
J20-0089	18-050-035.0-212.00	KRYSIAK NIKYAHETTA NELSON	835 E 24 ST 30 X 135
J20-0090	18-050-035.0-241.00	JORDAN CHARLES L III	858 E 25 ST 28 X 75
J20-0091	18-050-037.0-226.00	HASBERRY TERRY A ET MICHELLE A	942 E 21 ST 30 X 80
J20-0092	18-050-039.0-230.00	CARLINI JAMES	926 E 25 ST 40 X 135
J20-0093	18-050-051.0-304.00	K C OUTDOORS LLC	1051 E 30 ST 70 X 98
J20-0094	18-050-056.0-221.00	DAVIS ANGELA M VIR BERTIS E	2611 JACKSON AVE 32 X 86.12
J20-0095	18-050-061.0-228.00	REMOVED - Paid in Full	BAL CO SUB LOT 37 35 X 135
J20-0096	18-050-069.0-222.00	REMOVED - TCB QUEST TRUST COMPANY FKA QUEST IRA	459 E 28 ST 40 X 100
J20-0097	18-050-082.0-127.00	HALL RICHARD (J)	2925 HOLLAND ST 30 X 100
J20-0098	18-050-082.0-240.00	CAMPANELLI SALVATORE D	232 E 29 ST 31 X 135
J20-0099	18-051-001.0-102.00	DEUEL, ROBERT W. (Deceased)	2114 ELM ST 35 X 81.85
J20-0100	18-051-001.0-120.00	REMOVED - Paid in Full	1213 E 21 ST 40 X 105
J20-0101	18-051-001.0-237.00	**HAMMOND BRYANT	1240 E 21 ST 32 X 105
J20-0102	18-051-001.0-243.00	REMOVED - Paid in Full	WARFEL SUB LOT 38 BLK 1
J20-0103	18-051-002.0-305.00	SAMA MARIAN E	E 22 ST 40 X 105
J20-0104	18-051-011.0-225.00	REMOVED - Paid in Full	2118CAMPHAUSENAVE 39X123.2
J20-0105	18-051-014.0-236.00	REMOVED - Paid in Full	1601 LINWOOD AVE IRREG
J20-0106	18-051-019.0-213.00	REMOVED - Paid in Full	1744 LINWOOD AVE 46 X 138
J20-0107	18-051-035.0-123.00	TEAM LAND HOLDINGS	N S E 26 ST 388 X 173.52 X IR
J20-0108	18-051-035.0-124.00	LAND TEAM HOLDINGS	NSE26STWOFMCCLELLANDAV
J20-0109	18-051-037.0-112.00	**RUGGIERO RONALD	2311 GLENDALE AVE 45.82 X IR
J20-0110	18-051-041.0-110.00	MARTINEZ JUDITH A	2625 PROSPECT AVE 41 X 140
J20-0111	18-051-041.0-209.00	FREIWALD SHARON M ET GARY M JR	2624 PROSPECT AVE 41 X 150
J20-0112	18-052-024.0-113.00	WATSON GEORGE W UX BETTY J ALLEN WA	1331 E 34 ST 37 X 131.08
J20-0113	18-052-028.0-301.00	REMOVED - Paid in Full	4022 STANTON ST 40 X 135
J20-0114	18-052-031.0-103.00	REGAL JOHN F UX LORI A	1873 E 34 ST 55.5 X 145
J20-0115	18-053-001.0-119.00	REMOVED - Paid in Full	4519 MILLER AVE 60XIRR
J20-0116	18-053-016.0-103.00	PIERETTI VINCENT A UX LINDA C	4710 SUNNYDALE 62XIRREG
J20-0117	18-053-030.0-329.00	REMOVED - Paid in Full	3013 PEACH ST 40X140
J20-0118	18-053-034.0-415.00	REMOVED - Paid in Full	234 LOCUST ST 40 X 130
J20-0119	18-053-038.0-308.00	ALLA APPI R	3820 COCHRAN ST 67.5X120
J20-0120	19-060-006.0-210.00	PORTER BRITTANY ET THOMPSON MARCUS	229 W 20 ST 49.5X52.5
J20-0121	19-060-013.0-141.00	MCSHANE ANGEL NOEL MD VIR DANIEL T	W 19 ST NS 25 X 103
J20-0122	19-060-021.0-206.00	DELAURA MARSHA	721 BROWN AVE 40XIRR

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J20-0123	19-060-022.0-110.00	REMOVED - Paid in Full	(723W 22nd)SSW22BETPOPLAR X LBRTY
J20-0124	19-060-022.0-111.00	REMOVED - Paid in Full	2201 03 LIBERTY X 723 W 22ND
J20-0125	19-060-025.0-216.00	GAVIN REDWARD	959 W 18 ST 28X90
J20-0126	19-060-042.0-203.00	ETTER BETTY	2914 LIBERTY ST 35X115
J20-0127	19-060-043.0-315.00	GAMBILL GORDON JR	2630 HAZEL ST 40X125.5
J20-0128	19-061-072.0-127.00	BRODGAN MARILYN ANN JOHNSON	1618 W 41 ST 70X118.5
J20-0129	19-062-014.0-203.00	REMOVED - Paid in Full	LOT 140 RIDGHEURST SUB
J20-0130	19-062-014.0-215.00	WALTER RON	LOT 128 RIDGHEURST 30X62.07 IR
J20-0131	21-053-093.0-051.57	DIETER AMANDA	6621 W RIDGE RD LOT 43 TRL
J20-0132	21-054-092.2-001.62	MOSKO MICHAEL J	6621 W RIDGE RD LOT 11 TRL
J20-0133	21-054-092.2-001.83	MCSHANE CYNTHIA LYNNE	6621 WRIDGERD LOT 29 TRL
J20-0134	22-005-014.0-014.00	REMOVED - Paid in Full	OLD STATE RD
J20-0135	23-004-038.2-001.00	MCGRAW SUSAN P VIR SCOTT	149 BARKER ST 76 X 100
J20-0136	24-004-007.2-012.52	MATTSON DONALD	9800 W LAKE RD LOT 34 TRL
J20-0137	24-004-007.2-012.55	REMOVED - Paid in Full	9800 W LAKE RD LOT 59 TRL
J20-0138	24-004-007.4-012.39	RYAN TORY ET CODEY	9800 W LAKE RD LOT 57 TRL
J20-0139	24-008-065.1-001.65	REMOVED - Paid in Full	11390 CROSSSTATIONLT32TRL
J20-0140	24-012-036.9-074.29	REMOVED - Paid in Full	164 HOLLY CT TRL
J20-0141	24-020-066.0-005.00	REMOVED - Paid in Full+D163	11207 CROSSSTATIONRD 1.82AC
J20-0142	25-005-020.4-023.32	ANDRZEJEWSKI EDWARD UX KAREN	59 PINELEAF DR LOT 59 TRL
J20-0143	26-002-017.0-022.00	FORMANSKI ANN	9651 TARR RD 24.35 AC CAL
J20-0144	26-005-013.0-008.00	NORDER CARL	MAGOON RD 230X225X120 TRI
J20-0145	27-005-076.0-102.00	ADAMS FRED (Deceased), C/O ROBERT ADAMS, SR.	CROSLEY RD 53.28X200 IR
J20-0146	27-009-108.0-012.00	REMOVED - Paid In Full	5139 IROQUOISAVE 161.42X574.09
J20-0147	27-032-124.0-021.00	DICK JOHN J UX MINERVA M	8636 BELLE RD 102 X 222
J20-0148	27-048-176.0-010.01	TWINING SUSAN J	BROOKSIDE LOT 21 80X150
J20-0149	27-053-213.1-001.12	MARKHAM AMBER ET MULL JOHN	59 MINDI CT TRL
J20-0150	28-002-002.2-005.72	HUDSON BROOKE ET BROWN CHARLES	10384 W LAKE RD LT 232 TRL
J20-0151	28-002-002.3-005.38	BURNS STACY ET BILL	10384 W LAKE RD LT 172 TRL
J20-0152	29-017-061.0-008.00	YORK DENNIS C II UX RENEE B ET	1235 SILLIMAN AVE 40X125
J20-0153	30-003-022.0-033.00	WALDEN JAMES H	IROQUOISDRL26270X125IRREG
J20-0154	31-009-016.5-003.57	REMOVED (TCB) - Demo DENNING SCOTT ALAN ET WILBUR KRISTY	11 DIANE CT LOT 124 TRL
J20-0155	31-009-016.5-003.97	SCHWARTZ KAREN	28 WOODSIDE DR LOT 303 TRL
J20-0156	31-009-016.6-003.78	ERDELY JOHN UX KIM	17 VIRGINIA CT LOT 274 TRL
J20-0157	31-009-016.6-003.98	REMOVED - Paid in Full	2 CARROLL CT LOT 72 TRL
J20-0158	33-016-019.0-268.13	HAVLICHEK WILLIAM B	525 PERINELLA DR TRL
J20-0159	33-016-019.0-268.61	HEINLEIN DAVID L	561 ADIUTORI DR TRL
J20-0160	33-016-019.1-264.59	LITTLE GREGORY JOHN ET ETTWEIN NICO	411 KERSO DR LOT 24 TRL
J20-0161	33-033-179.0-006.00	REMOVED (TCB) - Paid in Full	1425 HILBORN AVE 80X147
J20-0162	33-033-179.0-008.00	GRAHAM TONY EARL SR	1418 FILMORE AVE 40 X 146.5
J20-0163	33-034-172.0-005.97	REMOVED - Paid in Full	1218 TAKI DR TRL
J20-0164	33-055-247.0-009.49	MAURER SCOTT, MAK MH PARK	4065 W 26 ST LOT 1 TRL
J20-0165	33-073-299.0-020.00	REMOVED - Paid in Full	3025 WESTLINE ST 80X114
J20-0166	33-082-414.3-002.00	REMOVED - Paid in Full	3023 W 42 ST 71.30 X 175.29 IR
J20-0167	33-083-398.0-002.00	REMOVED - Paid in Full	CAUGHY RD LT 39 50X387.72
J20-0168	33-083-398.0-024.00	REMOVED - Paid in Full	10384 W LAKE RD LT 39 50X387.72
J20-0169	33-098-665.2-003.00	MONSCHEIN ELIZABETH M ET TALARICO J	WYNBURN AVE & DEVON LN 211.45X
J20-0170	33-118-461.0-012.00	DOMBROWSKI BERNARD C	5002 CHERRY ST 50X121.96 IRR
J20-0171	33-123-418.0-027.53	ESSER REALTY	5127 ZUCK RD
J20-0172	35-006-026.0-001.00	JOHNSON STEVEN M ET BOWMAN KAREN R	59 W MAIN ST 79.3X69.4 IRR
J20-0173	36-009-059.0-041.00	DYE DWAYNE	34 WELLINGTON ST 51.5X185.65 I
J20-0174	38-007-011.0-005.00	HEINRICH MICHAEL UX SANDRA L	W PEACH ST 124X62X90

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J20-0175	38-009-003.0-017.00	FITCH HAROLD E UX MARY M	MONTROSS ST
J20-0176	38-009-003.0-018.01	FITCH HAROLD EUGENE UX MARY M	8454 PEACH ST .5 AC
J20-0177	39-006-007.2-007.54	GRUCZA MICHAEL	2947HAPPYVALLEYRD LOT29 TRL
J20-0178	39-015-044.0-001.00	FORBES MERLE	13795 RIDGERD 133.78 X 120 IRR
J20-0179	39-024-048.0-001.00	SOHA ENTERPRISES	6143 ROUTE 6N 11.48 AC CAL
J20-0180	40-012-046.0-001.15	REMOVED - Paid in Full	341 HOLLY PARK DR TRL
J20-0181	40-014-088.3-001.17	PALMER RACHEL	33 ROSEWOOD LANE TRL
J20-0182	40-022-098.0-016.51	SAMEC RICHARD UX JUDY	9160 PERRY HIGHWAY TRL
J20-0183	41-006-012.0-043.00	MAXON ALBERT	13 WARDEN ST 58X356.5
J20-0184	41-014-061.0-004.00	REMOVED - BANKRUPTCY SPAICH RICHARD L JR UX JANNEY L	26 1/2 GRANT ST 44X182 IRR
J20-0185	41-015-067.0-005.00	WINSHEL AND BERLIN BUILDERS LLC	8 JACKSON ST 60X66
J20-0186	42-002-002.0-014.00	SMITH HOLLY A	2 NEW ST 31X95
J20-0187	42-007-025.0-023.00	REMOVED - Paid in Full	29 THIRD AVENUE 60X268
J20-0188	42-015-078.0-007.01	FRANKENBERGER DIANNE L	46 48 ATLANTIC ST
J20-0189	43-006-018.0-014.01	REMOVED - Paid in Full	10249 ELGIN RD 1.03 AC
J20-0190	44-021-033.0-020.00	R & B CAPITOL MANAGEMENT LLC	ROUTE 89 TR 40 5.04 AC
J20-0191	45-022-053.2-018.24	ROOF JAMES ET CAROLYN	105 IMPERIAL WAY TRL
J20-0192	45-031-047.3-001.31	REYNOLDS SHANNON M	15 BOONE DR LOT C-1 TRL
J20-0193	45-031-047.3-001.44	ZIMMER JULIA A	52 FRANKLIN DR LOT F-13 TRL
J20-0194	46-009-056.0-013.01	MILLS RALPH E	129 S HAZEL ST 65X77.5
J20-0195	49-020-044.0-020.24	WHALEY MELODY S	12250 ROUTE 6 LOT 34 TRL
J20-0196	50-001-006.0-001.24	REMOVED - Paid in Full	3293 VENTURA DR TRL
J20-0197	50-002-017.0-010.00	SARDINI LORIA VIR HAROLD III	3626 SOUTH ST 35 X 129.25 IRR
J20-0198	25-001-032.0-003.00	REMOVED - Paid in Full	8122 LK PLEASANT RD 2.41 AC

** (Preceding Owner's Name) = Property has been declared "Blighted" by Erie Redevelopment Authority.

Please call MacDonald Illig Law Firm for the minimum Bid, which is subject to change. It is strongly recommended that you complete your own title search prior to the Sale. Please direct any questions to MacDonald Illig Law Firm at 814-870-7770 or taxsaleinfo@mijb.com

ALL SALES ARE FINAL

Jan. 8



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SHERIFF SALES

Notice is hereby given that by virtue of sundry Writs of Execution, issued out of the Courts of Common Pleas of Erie County, Pennsylvania, and to me directed, the following described property will be sold at the Erie County Courthouse, Erie, Pennsylvania on

**JANUARY 22, 2021
AT 10 A.M.**

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

Jan. 1, 8, 15

SALE NO. 1

**Ex. #10232 of 2020
NORTHWEST BANK f/k/a
NORTHWEST SAVINGS
BANK, Plaintiff**

v.

**THOMAS R. SCHULTZ,
Defendant**

DESCRIPTION

By virtue of a Writ of Execution filed at No. 2020-10232, Northwest Bank vs. Thomas R. Schultz, owner of property situate in the City of Erie, Erie County, Pennsylvania being: 705 East 30th Street, Erie, Pennsylvania.

65' X 35.5' X 65' X 35.5'
Assessment Map Number:
(18) 5062-218
Assessed Value Figure: \$60,110.00

Improvement Thereon: Residence
Kurt L. Sundberg, Esq.
Marsh Schaaf, LLP
300 State Street, Suite 300
Erie, Pennsylvania 16507
(814) 456-5301

Jan. 1, 8, 15

SALE NO. 2

**Ex. #12597 of 2018
E.C. & E.E. EMPLOYEES
FEDERAL CREDIT UNION,
now by merger ERIE FEDERAL
CREDIT UNION, Plaintiff**

v.

**STEFANIE ALENE YOUNG also
known as STEFANIE ALENE
ROSENQUEST, Defendant**

DESCRIPTION

By virtue of Writ of Execution filed at No. 12597-2018, E.C. & E.E. EMPLOYEES FEDERAL CREDIT UNION, now by merger ERIE FEDERAL CREDIT UNION vs. STEFANIE ALENE YOUNG also known as STEFANIE ALENE ROSENQUEST, owner of the following properties identified below:

- 1) Situate in the City of Erie, County of Erie, and Commonwealth of Pennsylvania at 730 East 11th Street, Erie, Pennsylvania 16503:
Assessment Map No.:
15-020-035.0-234.00
Assessed Value Figure: \$37,400.00
Improvement Thereon: Two-Family Dwelling
Michael S. Jan Janin, Esquire
Pa. I.D. No. 38880
The Quinn Law Firm
2222 West Grandview Boulevard
Erie, PA 16506
(814) 833-2222

Jan. 1, 8, 15

SALE NO. 3

**Ex. #10738 of 2020
First National Bank of
Pennsylvania, Plaintiff**

v.

**DENNIS J. HORWATH,
individually as an individual
claiming right, title, or interest
under Alex P. Horwath,
individually as an individual
claiming right, title, or interest
under Jessica Horwath, in her
capacity as Executor of the**

**Estate of Alex P. Horwath,
deceased, and in his capacity as
Executor of the Estate of Jessica
Horwath, deceased, and DENNIS
J. HORWATH, II, individually
as an individual claiming right,
title, or interest under Alex P.
Horwath, Deceased, Defendants**

DESCRIPTION

By virtue of a Writ of Execution filed to No. 10738-2020, First National Bank of Pennsylvania vs. DENNIS J. HORWATH, individually as an individual claiming right, title, or interest under Alex P. Horwath, individually as an individual claiming right, title, or interest under Jessica Horwath, in her capacity as Executor of the Estate of Alex P. Horwath, deceased, and in his capacity as Executor of the Estate of Jessica Horwath, deceased, and DENNIS J. HORWATH, II, individually as an individual claiming right, title, or interest under Alex P. Horwath, Deceased

Alex P. Horwath, owner of property situated in Millcreek Township, Erie County, Pennsylvania being 329 Clifton Drive, Erie, Pennsylvania 16505

0.1820 Acres
Assessment Map Number:
(33) 6-27-17
Assessed Value Figure: \$141,660.00
Improvement Thereon: One and One-Half Story Frame Dwelling with a One-Car Attached Garage
Jennifer B. Hirneisen, Esquire
Pa. Supreme Court ID No. 93345
MacDONALD, ILLIG, JONES & BRITTON LLP
100 State Street, Suite 700
Erie, Pennsylvania 16507-1459
(814) 870-7703

Attorneys for Plaintiff
First National Bank of Pennsylvania
Jan. 1, 8, 15

SALE NO. 4

**Ex. #11392 of 2020
NATIONSTAR MORTGAGE
LLC D/B/A MR. COOPER,
Plaintiff**

v.

**LARRY G. BRUCE, Defendant
DESCRIPTION**

By virtue of a Writ of Execution filed

to No. 11392-20, NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER vs. LARRY G. BRUCE, owner(s) of the property situated in Erie County, Pennsylvania being 2424 STATE STREET, ERIE, PA 16503

Assessment Map Number: 18-050-003.0-210.00
Assessed Value Figure: \$46,400.00

Improvement Thereon:
A Residential Dwelling
KML LAW GROUP, P.C.
ATTORNEY FOR PLAINTIFF
701 MARKET STREET,
SUITE 5000
PHILADELPHIA, PA 19106
(215) 627-1322

Jan. 1, 8, 15

SALE NO. 5

Ex. #10789 of 2020
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE FOR NEW CENTURY HOME EQUITY LOAN TRUST 2004-1,
Plaintiff

v.

ROBIN ETHRIDGE as Administratrix of the Estate of Margaret Louise Ethridge a/k/a Margaret L. Ethridge, Deceased and JUDY METZLER as Administratrix of the Estate of Margaret Louise Ethridge a/k/a Margaret L. Ethridge, Deceased,
Defendants

DESCRIPTION

By virtue of a Writ of Execution filed to No. 10789-2020, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE FOR NEW CENTURY HOME EQUITY LOAN TRUST 2004-1 vs. ROBIN ETHRIDGE as Administratrix of the Estate of Margaret Louise Ethridge a/k/a Margaret L. Ethridge, Deceased and JUDY METZLER as Administratrix of the Estate of Margaret Louise Ethridge a/k/a Margaret L. Ethridge, Deceased, owner(s) of the property situated in Erie County, Pennsylvania being 1775 TOWNHALL ROAD, ERIE, PA 16509

Assessment Map Number: 40-21-101-10 & 40-21-101-11.01
Assessed Value Figure: \$141,840.00

Improvement Thereon:
A Residential Dwelling
KML LAW GROUP, P.C.
ATTORNEY FOR PLAINTIFF
701 MARKET STREET,
SUITE 5000
PHILADELPHIA, PA 19106
(215) 627-1322

Jan. 1, 8, 15

SALE NO. 6

Ex. #10550 of 2019
LSRMF MH MASTER PARTICIPATION TRUST II,
Plaintiff
v.
MICHAEL GLEBA, Defendant
DESCRIPTION

By virtue of a Writ of Execution filed to No. 10550-10, LSRMF MH MASTER PARTICIPATION TRUST II vs. MICHAEL GLEBA, owner(s) of the property situated in Erie County, Pennsylvania being 12936 MCGAHEN HILL ROAD, WATERFORD, PA 16441

Assessment Map Number: 30001002000300
Assessed Value Figure: \$90,200.00
Improvement Thereon:
A Residential Dwelling
KML LAW GROUP, P.C.
ATTORNEY FOR PLAINTIFF
701 MARKET STREET,
SUITE 5000
PHILADELPHIA, PA 19106
(215) 627-1322

Jan. 1, 8, 15

SALE NO. 7

Ex. #11571 of 2020
GOLDMAN SACHS MORTGAGE COMPANY,
Plaintiff
v.
STEPHANIE HEAD, Defendant
DESCRIPTION

By virtue of a Writ of Execution filed to No. 2020-11571, GOLDMAN SACHS MORTGAGE COMPANY vs. STEPHANIE HEAD, owner(s) of the property situated in Erie County, Pennsylvania being 8483 MEADVILLE ROAD, GIRARD, PA 16417

Assessment Map Number: 38009006002000
Assessed Value Figure: \$89,900.00
Improvement Thereon:

A Residential Dwelling
KML LAW GROUP, P.C.
ATTORNEY FOR PLAINTIFF
701 MARKET STREET,
SUITE 5000
PHILADELPHIA, PA 19106
(215) 627-1322

Jan. 1, 8, 15

SALE NO. 8

Ex. #11963 of 2019
Bayview Loan Servicing, LLC,
Plaintiff
v.
Robert J. Christy, Defendant
DESCRIPTION

By virtue of a Writ of Execution filed to No. 2019-11963, Bayview Loan Servicing, LLC vs. Robert J. Christy, owner of the property situated in Erie City, Erie County, Pennsylvania being 2902-2904 Holland Avenue, Erie, PA 16504 .0522 Acreage

Assessment map number: 18050085010700
Assessed Value figure: \$54,030.00
Improvement thereon: Residential Dwelling
Roger Fay, Esquire
1 E. Stow Road
Marlton, NJ 08053
(856) 482-1400

Jan. 1, 8, 15

SALE NO. 9

Ex. #11314 of 2020
U.S. Bank National Association, as Trustee for Gsaa Home Equity Trust 2006-5, Asset-Backed Certificates, Series 2006-5,
Plaintiff
v.
Melissa D. Miller,
Robert W. Miller, Defendant(s)
DESCRIPTION

By virtue of a Writ of Execution filed to No. 11314-20, U.S. Bank National Association, as Trustee for Gsaa Home Equity Trust 2006-5, Asset-Backed Certificates, Series 2006-5 vs. Melissa D. Miller, Robert W. Miller
Amount Due: \$62,145.12
Melissa D. Miller, Robert W. Miller, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 310 East 29th Street, Erie, PA 16504-1018

Assessment Map Number: 40-21-101-10 & 40-21-101-11.01
Assessed Value Figure: \$141,840.00

Dimensions: 30 X 105
 Square Footage: 1320
 Assessment Map number:
 18050079022700
 Assessed Value: \$61,600.00
 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

Jan. 1, 8, 15

SALE NO. 10

Ex. #11601 of 2018
J.P. Morgan Mortgage
Acquisition Corp., Plaintiff
v.

Roger Roberts, a/k/a Roger L.
Roberts and Ronna L. Roberts,
Defendants

DESCRIPTION

By virtue of a Writ of Execution filed to No. 2018-11601, J.P. Morgan Mortgage Acquisition Corp. v. Roger Roberts, a/k/a Roger L. Roberts and Ronna L. Roberts Erie County, Pennsylvania being 12040 Hill Road, Wattsburg, PA 16442
 Assessment Map Number: 44017042000403
 Assessed Value Figure: \$73,800.00
 Improvement thereon: Mobile/Manufactured Home
 Date: October 6, 2020
 Richard M. Squire & Associates, LLC
 By: M. Troy Freedman, Esq.
 (PA I.D. # 85165)

Jan. 1, 8, 15

SALE NO. 11
Ex. #10467 of 2020
The Bank of New York Mellon
Trust Company, National
Association fka The Bank of
New York fka 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-RP2,
Plaintiff

v.

Thomas D. Comi, Jr. and
Denise J. Comi, Defendants

DESCRIPTION

By virtue of Writ of Execution No. 10467-2020, 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-RP2 v. Thomas D. Comi, Jr. and Denise J. Comi, 103 Elk Creek Avenue, Girard Borough, Girard, PA 16417, Tax Parcel No. 23004019000800. Improvements thereon consisting of a Residential Dwelling, sold to satisfy judgment in the amount of \$130,817.08.
 Attorney for Plaintiff:
 Andrew J. Marley, Esquire
 Stern & Eisenberg, PC
 1581 Main Street, Suite 200
 The Shops at Valley Square
 Warrington, PA 18976
 (215) 572-81111

Jan. 1, 8, 15

SALE NO. 12
Ex. #12698 of 2019
U.S. Bank National Association,
as Trustee for Velocity
Commercial Capital Loan Trust
2017-2, Plaintiff
v.
Nicholas C. Montagna, Nichola
Montagna and Maria F. Silvis,
Defendants

DESCRIPTION

By virtue of Writ of Execution No. 12698-19, U.S. Bank National Association, as Trustee for Velocity Commercial Capital Loan Trust 2017-2 v. Nicholas C. Montagna, Nichola Montagna and Maria F. Silvis, 4023-4029 Lancaster Road, Erie, PA 16506 and 4031-4041 West Lancaster Road, Erie, PA 16506, Tax Parcel Nos. 33082414100121 and 33082414100142. Improvements thereon consisting of Residential Dwellings, sold to satisfy judgment in the amount of \$602,125.91.
 Attorney for Plaintiff:
 Edward J. McKee, Esquire
 Stern & Eisenberg, PC
 1581 Main Street, Suite 200
 The Shops at Valley Square
 Warrington, PA 18976
 (215) 572-81111

Jan. 1, 8, 15

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FIRST PUBLICATION

CHRISTIE, JEAN M., a/k/a JEAN CHRISTIE, deceased

Late of Millcreek Township
Administratrix: Alison Marcin, 10 Spring Drive, Cranberry Township, Pennsylvania 16066
Attorney: Grant M. Yochim, Esq., 24 Main Street East, P.O. Box 87, Girard, PA 16417

FLACK, RICHARD M., a/k/a RICHARD MILES FLACK, a/k/a, RICHARD FLACK, deceased

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Executor: Robert C. MacWhirter, 2914 East 27th Street, Erie, PA 16510
Attorney: Valerie H. Kuntz, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

FLUEGAL, BONNIE LYNN, a/k/a BONNIE L. FLUEGAL, a/k/a BONNIE FLUEGAL, deceased

Late of the Township of Millcreek, County of Erie, State of Pennsylvania
Executrix: Melissa M. Sulkowski, c/o 337 West 10th Street, Erie, PA 16502
Attorneys: THE FAMILY LAW GROUP, LLC 337 West 10th Street, Erie, PA 16502

GALVIN, VELMA, a/k/a VELMA M. GALVIN, a/k/a VELMA MARKS GALVIN, deceased

Late of Millcreek Township, Erie County, Pennsylvania
Executor: Gary Casey, c/o Jeffrey D. Scibetta, Esq., 120 West Tenth Street, Erie, PA 16501
Attorney: Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

HODGES, DOUGLAS LEON, SR., deceased

Late of Waterford Township, County of Erie, Pennsylvania
Executor: Douglas C. Hodges, c/o 502 Parade Street, Erie, PA 16507
Attorney: Gregory L. Heidt, Esquire, 502 Parade Street, Erie, PA 16507

LEFTWICH, BYRON E., a/k/a BYRON LEFTWICH, deceased

Late of Borough of Girard
Executrix: Dorothea R. Leftwich, 1896 Bedford Avenue, Pittsburgh, Pennsylvania 15219
Attorney: Grant M. Yochim, Esq., 24 Main Street East, P.O. Box 87, Girard, PA 16417

MATTOCKS, LANA E., a/k/a LANA ELLEN MATTOCKS, a/k/a LANA MATTOCKS, deceased

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executrix: Sandra Taccone, c/o James J. Bruno, Esquire, 3820 Liberty Street, Erie, PA 16509
Attorney: James J. Bruno, Esquire, 3820 Liberty Street, Erie, PA 16509

MILLER, HARRY N., a/k/a HARRY N. MILLER, SR., deceased

Late of the Township of Springfield, County of Erie, Commonwealth of Pennsylvania
Administrator: Harry N. Miller, Jr., 4008 Diane Drive, Ashtabula, OH 44004
Attorney: Valerie H. Kuntz, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

RAS, MARY, a/k/a MARY A. RAS, a/k/a MARY ALBERICO RAS, a/k/a MARY JANE RAS, deceased

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executor: Michael Malpiedi, c/o James J. Bruno, Esquire, 3820 Liberty Street, Erie, PA 16509
Attorney: James J. Bruno, Esquire, 3820 Liberty Street, Erie, PA 16509

SCHWABENBAUER, GLADYS S., a/k/a GLADYS SCHWABENBAUER, deceased

Late of City of Erie
Co-Executors: Dana Schwabenbauer and Randall Schwabenbauer
Attorney: Edwin W. Smith, Esquire, Marsh Schaaf, LLP, 300 State Street, Suite 300, Erie, PA 16507

SMITH, CYNTHIA L., deceased

Late of the Township of Girard, County of Erie and Commonwealth of Pennsylvania
Executrix: Jacqueline L. McMann, c/o 2222 West Grandview Blvd., Erie, PA 16506
Attorney: Thomas E. Kuhn, Esquire, QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO, INC., 2222 West Grandview Blvd., Erie, PA 16506

**SZYMANOWSKI, JOSEPH F.,
deceased**

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

Administratrix: Catherine Szymanowski, c/o 2222 West Grandview Blvd., Erie, PA 16506
Attorney: Thomas E. Kuhn, Esquire, QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO, INC., 2222 West Grandview Blvd., Erie, PA 16506

SECOND PUBLICATION

**BEASON, DEMOND,
deceased**

Late of Erie, PA
Administratrix: Deloris Davis
Attorney: Joshua S. Licata, Esq., Friday & Cox, LLC, 1405 McFarland Rd., Pittsburgh, PA 15216

**CALEGA, JOHN ANTHONY,
a/k/a JOHN A. CALEGA,
deceased**

Late of Albion Borough, Erie County, Commonwealth of Pennsylvania
Executor: Jerry J. Fedele, c/o Jeffrey D. Scibetta, Esq., 120 West Tenth Street, Erie, PA 16501
Attorney: Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**CAUGHLIN, CLARENCE L.,
a/k/a CLARENCE LEROY
CAUGHLIN a/k/a
CLARENCE CAUGHLIN,
deceased**

Late of the Township of Conneaut, County of Erie, Commonwealth of Pennsylvania
Executrix: Nancy Caughlin, 9919 East Peach Street, Girard, PA 16417
Attorney: Grant M. Yochim, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**HILBERT, JAMES G., a/k/a
JAMES GEORGE HILBERT,
deceased**

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

Executrix: Shirley H. Potter, c/o 333 State Street, Suite 203, Erie, PA 16507
Attorney: Damon C. Hopkins, Esq., 333 State Street, Suite 203, Erie, PA 16507

**HOPSECGER, PAUL M.,
deceased**

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

Executor: Edward C. Hopseger, c/o 502 Parade Street, Erie, PA 16507
Attorney: Gregory L. Heidt, Esquire, 502 Parade Street, Erie, PA 16507

**JOZEFczyk, ELIZABETH A.,
a/k/a ELIZABETH JOZEFczyk,
deceased**

Late of Erie County, Pennsylvania
Executrix: Patricia A. Herrick, 572 Shadybrook Circle West, Girard, PA 16417

Attorney: William T. Morton, Esq., 2225 Colonial Ave., Suite 206, Erie, PA 16506

**MARSDEN-LIKEN, LINDA L.,
a/k/a LINDA L. MARSDEN, a/k/a
LINDA L. LIKEN,
deceased**

Late of Millcreek Township, County of Erie, Pennsylvania

Executor: John R. Marsden, Jr., 1103 Powell Ave., Erie, PA 16505
Attorney: None

**MICHALAK, HENRY J.,
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania
Co-Executors: John H. Michalak, Paul C. Michalak and David J. Michalak, c/o Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508

Attorney: Darlene M. Vlahos, Esq., Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508

**REJZER, RONALD, a/k/a
RONALD J. REJZER,
deceased**

Late of Concord Township, Erie County, PA

Personal Representative: Eugene F. Rejzer, 2038 RT97, Waterford, PA 16441
Attorney: None

**REPMAN, GERALD T.,
deceased**

Late of McKean Township, Erie County

Executrix: Michelle L. Repman-Pifer, c/o R. Anthony Deluca
Attorney: R. Anthony Deluca, Esq., 225 Ross Street, 4th Floor, Pittsburgh, Pennsylvania 15219

**THOMPSON, MICHAEL
GEORGE, a/k/a
MICHAEL G. THOMPSON,
deceased**

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

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

THIRD PUBLICATION

**BAJGAI, HEM L.,
deceased**

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

Administrator: Govinda Bajgai, 4215 Longview Avenue, Erie, Pennsylvania 16510-3537

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

**FESMIRE, JANE S.,
deceased**

Late of Lawrence Park Township, County of Erie, Pennsylvania
Co-Executors: Gerald T. Fesmire and Sherron P. Brinker, c/o 3939 West Ridge Road, Suite B-27, Erie, PA 16506
Attorney: James L. Moran, Esquire, 3939 West Ridge Road, Suite B-27, Erie, PA 16506

**FIRMAN, JOHN A.,
deceased**

Late of the Township of Harborcreek, County of Erie and Commonwealth of Pennsylvania
Executrix: Laurie A. Gottschling, c/o Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508
Attorney: Darlene M. Vlahos, Esq., Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508

**GALLAGHER, THOMAS J.,
deceased**

Late of North East Township, County of Erie, Pennsylvania
Administrator: Timothy P. Gallagher, c/o 3939 West Ridge Road, Suite B-27, Erie, PA 16506
Attorney: James L. Moran, Esquire, 3939 West Ridge Road, Suite B-27, Erie, PA 16506

**GARDNER, THOMAS L., a/k/a
THOMAS GARDNER, JR., a/k/a
THOMAS L. GARDNER, a/k/a
THOMAS GARDNER, a/k/a
TOM GARDNER, deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executrix: Heather Scully, c/o 504 State Street, Suite 300, Erie, PA 16501
Attorney: Alan Natalie, Esq., 504 State Street, Suite 300, Erie, PA 16501

**GUNSELMAN, VELMA J., a/k/a
VELMA JEAN GUNSELMAN,
deceased**

Late of Millcreek Township, Erie County, PA
Executor: John W. Gunselman, 21 Berry Lane, Big Flats, NY 14814
Attorney: Valerie H. Kuntz, Esq., 24 Main Street East, P.O. Box 87, Girard, PA 16417

**HAND, SHIRLEY RAY,
deceased**

Late of Millcreek Township, Erie County
Executrix: Betsy Leonhard
Attorney: William J. Kelly, Jr., Esquire, 230 West 6th Street, Suite 201, Erie, PA 16507

**HONARD, JUDITH A.,
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Executrix: Mary P. Kutzmas, c/o Natalie M. Ruschell, Esquire, Ruschell & Associates, LLC, P.O. Box 577, Midway, PA 15060
Attorney: Natalie M. Ruschell, Esquire, Ruschell & Associates, LLC, P.O. Box 577, Midway, PA 15060

**HRINDA, DENNIS E., a/k/a
DENNIS HRINDA,
deceased**

Late of the Borough of Lake City, County of Erie and Commonwealth of Pennsylvania
Executrix: Lindsay S. Adams, 8705 Valley View Circle, Erie, Pennsylvania 16509
Attorney: Grant M. Yochim, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**JONES, JEREMY ANTHONY,
deceased**

Late of McKean Township, Erie County
Administratrix: May Pat Holly-Cathay
Attorney: William J. Kelly, Jr., Esquire, 230 West 6th Street, Suite 201, Erie, PA 16507

**MARSCHAK, MARY C.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executrix: Joanne Massello, c/o Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508
Attorney: Darlene M. Vlahos, Esq., Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508

**MENNECKE, DEBRA ANN,
deceased**

Late of North East Township
Administrator: Salvatore M. Vella
Attorney: Steven E. George, Esq., Marsh Schaaf, LLP, 300 State Street, Suite 300, Erie, PA 16507

**PEDERSEN, GERALD A, a/k/a
GERALD PEDERSEN,
deceased**

Late of the Township of Summit, County of Erie and Commonwealth of Pennsylvania
Executors: Mary Elizabeth Holt and David A. Pedersen, c/o James E. Marsh, Jr., Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorney: James E. Marsh, Jr., Esq., MARSH SCHAAF, LLP, Suite 300, 300 State Street, Erie, PA 16507

**PRIZINSKY, HELEN M., a/k/a
HELEN PRIZINSKY,
deceased**

Late of City of Erie, Erie, PA
Executrix: Carol Prizinsky, c/o Jeffrey D. Scibetta, Esq., 120 West Tenth Street, Erie, PA 16501
Attorney: Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

RANDALL, L. IRENE, a/k/a LILLIAN IRENE RANDALL, a/k/a LILLIAN RANDALL, a/k/a LILLIAN I. RANDALL, a/k/a IRENE RANDALL, deceased

Late of Springfield Township, PA
Executor: Ronald D. Randall, 2882 Holman Drive, Erie, Pennsylvania 16509
Attorney: Grant M. Yochim, Esq., 24 Main Street East, P.O. Box 87, Girard, PA 16417

STOCKHAUSEN, MARY LOUISE, deceased

Late of Corry, Erie County
Executrix: Christine Hammer
Attorney: William J. Kelly, Jr., Esquire, 230 West 6th Street, Suite 201, Erie, PA 16507

WARUS, ANTOINETTE P., deceased

Late of the Township of Harborcreek
Executor: John P. Warus, 622 Nagle Road, Erie, PA 16510
Attorney: David J. Mack, Esquire, 510 Parade Street, Erie, PA 16507

WIECZOREK, BERNICE Y., deceased

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Executor: Thomas E. Casner, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508
Attorney: Colleen R. Stumpf, Esquire, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508

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CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

JUDGE DAVID A. SCHROEDER.....440-576-3681
 Ashtabula County Court of Common Pleas.....(f) 440-576-3395
 25 West Jefferson Street
 Jefferson, Ohio 44047 *daschroeder@ashtabulacounty.us*

MEGAN C. WILLEY814-723-2080
 Swanson Bevevino & Sharp
 311 Market Street
 Warren, PA 16365 *mcwilley@sbglawoffice.com*

Effective Monday, December 28, 2020, members listed below from the Public Defender's Office, will be located at 210 East Second Street, Erie, PA 16507. Phone/fax/emails will not change.

JASON CHECQUE	WAYNE JOHNSON	ALISON SCARPITTI
MICHAEL DEJOHN	PATRICIA KENNEDY	CELENA SIDUN
RACHAEL GLASOE	GARY KERN	NICOLE SLOANE

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