# Adams County Legal Journal

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MILLERS MUTUAL GROUP A/S/O OXFORD COMMONS CONDOMINIUM ASSOCIATION V. MORTGAGE CONTRACTING SERVICES; GERALD J. DORI, III; & ASHLEY M. DORI; & JASON A. FORRY



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### ADAMS COUNTY LEGAL JOURNAL (USPS 542-600)

Designated for the Publication of Court and other Legal Notices. Published weekly by Adams County Bar Association, John W. Phillips, Esq., Editor and Business Manager.

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### NOTICE BY THE ADAMS COUNTY CLERK OF COURTS

NOTICE IS HEREBY GIVEN to all heirs, legatees and other persons concerned that the following accounts with statements of proposed distribution filed therewith have been filed in the Office of the Adams County Clerk of Courts and will be presented to the Court of Common Pleas of Adams County—Orphans' Court, Gettysburg, Pennsylvania, for confirmation of accounts entering decrees of distribution on Tuesday, November 8, 2016 at 8:30 am.

MARYMONT — Orphans' Court Action Number OC-155-2015. The First and Final Account of Carol A. Marymont, Executrix of the Estate of John A. Marymont, deceased, late of Adams County, Pennsylvania.

> Kelly A. Lawver Clerk of Courts

10/28, 11/04

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY, PENNSYLVANIA

> CIVIL ACTION - LAW NO.: 16-SU-107

NOTICE OF ACTION IN MORTGAGE FORECLOSURE

WELLS FARGO BANK, NA, Plaintiff,

VS.

Unknown Heirs, and/or Administrators of the Estate of William Barnett; Timothy Barnett, as believed heir to the Estate of William Barnett. Defendants

NOTICE

TO:

You are hereby notified that Plaintiff, Wells Fargo Bank, NA, filed an Action in Mortgage Foreclosure endorsed with a Notice to Defend, in the Court of Common Pleas of Adams County, Pennsylvania, docketed to No. 16-SU-107, seeking to foreclose the mortgage secured by the real estate located at 1477 Frederick Street, Littlestown, PA 17340.

A copy of the Action in Mortgage Foreclosure will be sent to you upon request to the Attorney for the Plaintiff, Manley Deas Kochalski LLC, P. O. Box 165028, Columbus, OH 43216-5028. Phone 614-220-5611.

You have been sued in court. If you wish to defend against the claims in this notice, you must take action within twenty (20) days after this publication, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR Adams County Court Courthouse 111-117 Baltimore Street Gettysburg, PA 17325 (717) 337-9846

LAWYER REFERRAL SERVICE Pennsylvania Bar Association P.O. Box 186 Harrisburg, PA 17108 (800) 692-7375

11/04

## MILLERS MUTUAL GROUP A/S/O OXFORD COMMONS CONDOMINIUM ASSOCIATION V. MORTGAGE CONTRACTING SERVICES; GERALD J. DORI, III; & ASHLEY M. DORI; & JASON A. FORRY

- 1. A third-party beneficiary of a contract may bring suit on the contact as the real party in interest, as long as such third party is an intended beneficiary of the contract.
- 2. Plaintiff must show that both parties to the contract so intended, and that such intent was within the parties' contemplation at the time the contract was formed.
- 3. A party can be considered an intended third party beneficiary if the circumstances are so compelling that recognition of the beneficiary's right is appropriate to effectuate the intention of the parties, and the performance satisfies an obligation of the promisee to pay money to the beneficiary.
- 4. Plaintiff's attorney, who was not a party to the matter, verified the Complaint. In order for this not to violate the Rule, Plaintiff's attorney would have needed to include information in the verification stating all the parties (1) lacked sufficient knowledge or information, or (2) were outside the jurisdiction of the court and the verification of none of them could be obtained within the time allowed for filing the pleading.
- 5. In any negligence action the Plaintiff must establish the defendant had a duty to conform to a certain standard of conduct; that the defendant breached that duty; that such breach caused the injury in question; and actual loss or damage.
- 6. When considering the question of duty, it is necessary to determine whether a defendant is under any obligation for the benefit of the particular plaintiff . . . and, unless there is a duty upon the defendant in favor of the plaintiff which has been breached, there can be no cause of action based upon negligence.

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY, PENNSYLVANIA, CIVIL 2015-SU-1491, MILLERS MUTUAL GROUP A/S/O OXFORD COMMONS CONDOMINIUM ASSOCIATION V. MORTGAGE CONTRACTING SERVICES; GERALD J. DORI, III; & ASHLEY M. DORI; & JASON A. FORRY.

Bradley N. Sprout, Esq., Attorney for Plaintiff George W. Swartz, Esq., Attorney for Defendant Jason Forry Cathleen K. Rebar, Esq., Attorney for Defendant Mortgage Contracting Services

Lanni S. Klein, Esq., Attorney for Defendant Mortgage Contracting Services

Scott Harper, Esq., Attorney for Defendants Gerald J. Dori, III and Ashley M. Dori

Wagner, J., September 15, 2016

## **OPINION**

Before the Court for disposition are Preliminary Objections filed by Defendants' Mortgage Contracting Services (hereinafter referred to as MCS); Gerald J. Dori, III & Ashley M. Dori (hereinafter referred to as the Doris'); and Jason A. Forry (hereinafter referred to as Forry) to Millers Mutual Group a/s/o Oxford Commons Condominium Association's (hereinafter referred to as Plaintiff) Complaint. For the reasons set forth herein, said Preliminary Objections are sustained in part and overruled in part.

## BACKGROUND

On December 31, 2015, Plaintiff filed a Praecipe to Issue Writ of Summons against Defendants' MCS, the Doris', and Forry. Thereafter, on January 28, 2016, Plaintiff filed a Praecipe to Reissue Writ of Summons. Defendant MCS filed, on February 8, 2016, a Praecipe and Rule to File Complaint. Subsequently, on March 7, 2016, Plaintiff filed a Civil Complaint alleging negligence and breach of contract against Defendant MCS, as well as separate negligence actions against the Doris' and Forry.

Plaintiff avers Defendant Forry bought Unit 6 in the Oxford Commons Condominiums in July of 2005. Defendant Forry rented Unit 6 to the Doris' before ultimately selling it to them in August of 2007. Plaintiff avers at the time Unit 6 was sold to the Doris', Forry failed to transfer all of the utilities out of his name. Plaintiff contends the Doris' vacated Unit 6 in late 2013 when they experienced financial difficulties. Plaintiff further avers that prior to vacating Unit 6, the Doris' failed to "make any arrangements for the utilities (one or more of which were still in Forry's name) to be paid and, thus, for the heat to remain on." Plaintiff's Complaint at p. 3, para. 14. Plaintiff also avers the Doris' failed to "make any arrangements or take any actions to ensure that Unit 6 was properly winterized for the upcoming winter months" or "advise the Association of their intent to vacate . . . [and] the issues they left behind regarding the payment of the utilities and the heating and winterization of the unit." Id. at p. 3, para. 14-16.

Subsequent to the Doris' leaving Unit 6, Nation Star Banking/ Penn Mortgage, the Doris' mortgage holder, foreclosed on the unit. Plaintiff avers that while the foreclosure proceedings were occurring or sometime thereafter, Nation Star "retained MCS to winterize and perform roof work on Unit 6." Id. at p. 4, para. 21. Plaintiff asserts MCS either "did not perform, or failed to adequately perform, the winterization work." Id. at p. 4, para. 23.

Plaintiff avers after the Doris' left Unit 6, Forry called the utility company and had any utilities remaining in his name turned off. Plaintiff contends Forry failed to advise the Association or the Doris' of this decision. Since all the utilities were shut off, Unit 6 did not receive any heat.

On or about January 8, 2014, some of the water pipes in Unit 6 broke resulting in water flooding into Units 6 and 4. Each unit suffered extensive property damage. Plaintiff contends "[p]ursuant to the Association's Bylaws, the Association – through its insurer, Millers Mutual – was required to pay to remediate and repair the damage to Unit 6 and Unit 4." Id. at p. 4, para, 25. Plaintiff paid \$88,564.46 to fix the damage.

# PROCEDURAL HISTORY: DEFENDANT (MORTGAGE CONTRACTING SERVICES)

On March 16, 2016, Defendant MCS filed Preliminary Objections to Plaintiff's Complaint and a Memorandum of Law in Support of Defendant, Mortgage Contracting Services, LLC. (Incorrectly Designated as Mortgage Contracting Services) Preliminary Objections to Plaintiff's Complaint. MCS's preliminary objection challenges the legal sufficiency of the pleading, demurrer, in violation of Pa.R.C.P. 1028(a)(4). Specifically, MCS claims "Plaintiff's allegations with respect to its breach of contract claim is woefully deficient. Not only can Plaintiff not identify the purported contract between Nation Star and MCS, it fails to allege that the contract expressly intended to benefit Plaintiff as a third party." Defendant, Mortgage Contracting Services, Preliminary Objections at para.14. Additionally, MCS alleges "Plaintiff . . . fails to aver that recognition of it as a third party beneficiary is necessary to effectuate the intention of the parties." Id. at para. 15. On March 31, 2016, Plaintiff filed Plaintiff's Brief in Opposition to Mortgage Contracting Services' Preliminary Objections to Plaintiff's Complaint. Therein, Plaintiff argues the "Complaint contains sufficient allegations to support a finding that the Association was a third-party beneficiary of the winterization contract between Nation Star and MCS." Plaintiff's Brief in Opposition to Mortgage Contracting Services' Preliminary Objections at p. 5.

# PROCEDURAL HISTORY: DEFENDANTS' (GERALD J. DORI, III & ASHLEY M. DORI)

On June 13, 2016, Plaintiff filed an Affidavit of Service on Gerald J. Dori, III and Ashley M. Dori. Thereafter, on June 20, 2016, counsel for the Doris' filed a Praecipe for Entry of Appearance and Preliminary Objections to Plaintiff's Complaint. The Doris' argue Plaintiff's Complaint fails to conform to Pennsylvania Rule of Civil Procedure 1024(c). On June 30, 2016, the Doris' filed their Brief in Support of Defendants' Preliminary Objections. Then, on July 1, 2016, Plaintiff filed a Praecipe to Substitute Verification. An authorized representative of Millers Mutual Group signed the verification. On July 11, 2016, Plaintiff filed Plaintiff's Response to Gerald & Ashley Dori's Preliminary Objections to Plaintiff's Complaint and Plaintiff's Brief in Opposition to Gerald & Ashley Dori's Preliminary Objections to Plaintiff's Complaint stating any issues with the verification were cured with the substituted verification. Therefore, "the Doris' preliminary objections [we]re moot." Plaintiff's Brief in Opposition to Gerald and Ashley Dori's Preliminary Objections at p. 3. On August 18, 2016, the Doris' filed an Answer to Plaintiff's Complaint.

# PROCEDURAL HISTORY: DEFENDANT (JASON A. FORRY)

On March 23, 2016, Defendant Forry filed his Preliminary Objection to Plaintiff's Complaint challenging the legal sufficiency of the pleading, demurrer, in violation of Pa.R.C.P. 1028(a)(4). On April 1, 2016, Defendant Forry filed his Brief in Support of Preliminary Objections. Defendant Forry claimed he did not owe a duty to the Association. Plaintiff filed Plaintiff's Brief in Opposition to Jason A. Forry's Preliminary Objections to Plaintiff's Complaint on April 21, 2016.

## LEGAL STANDARD

It is well established that in ruling on preliminary objections, this Court must accept as true all well-pleaded allegations of material fact as well as all inferences reasonably deductible from those facts. **Ballroom, LLC v. Commonwealth**, 984 A.2d 582, 586 (Pa. Cmwlth. 2009). Preliminary Objections will be sustained where the case is clear and free from doubt. **Rambo v. Greene**, 906 A.2d 1232, 1235 (Pa. Super. 2006).

In order to sustain a preliminary objection in the nature of a demurrer, the court must decide whether, on the facts averred, the law states with certainty that no recovery is possible. **Morley v. Gory**, 814 A.2d 762, 764 (Pa. Super. 2002). In that regard, the court must resolve the issues solely on the basis of the pleadings. **Mellon Bank, N.A. v. Fabinyi**, 350 A.2d 895, 899 (Pa. Super. 1994). "Where any doubt exists as to whether a demurrer should be sustained, it must be resolved in favor of overruling the demurrer." **Mystic, Inc. v. Northwestern Nat. Cas. Co.**, 806 A.2d 39, 42 (Pa. Super. 2002).

# <u>DISCUSSION: DEFENDANT (MORTGAGE CONTRACTING SERVICES)</u>

Plaintiff's Complaint alleges one count of negligence<sup>1</sup> and one count of breach of contract under a third party beneficiary theory against Defendant MCS. Plaintiff avers Nation Star and MCS contracted for MCS to perform winterization services and roof work on Unit 6 in the Oxford Commons Condominiums. Defendant MCS's preliminary objection challenges the legal sufficiency of Plaintiff's breach of contract claim.

"A third-party beneficiary of a contract may bring suit on the contract as the real party in interest, as long as such third party is an intended beneficiary of the contract." **3 Standard Pennsylvania Practice 2d § 14:35** (citations omitted). Since the contract was between Nation Star and MCS, Plaintiff can only recover under a breach of contract theory if Plaintiff establishes Plaintiff was an intended third party-beneficiary. In order to be considered a third-party beneficiary

both parties to the contract [must] express an intention to benefit the third party in the contract itself . . . unless, the circumstances are so compelling that recognition of the beneficiary's right is appropriate to effectuate the intention of the parties, *and* the performance satisfies an obligation

<sup>&</sup>lt;sup>1</sup> Defendant MCS has not filed any preliminary objections relating to the negligence claim.

of the promisee to pay money to the beneficiary or the circumstances indicate that the promisee intends to give the beneficiary the benefit of the promised performance.

**Scarpitti v. Weborg,** 609 A.2d 147, 150-51 (Pa. 1992) (internal citations omitted) (emphasis added).<sup>2</sup> Plaintiff "must show that *both* parties to the contract so intended, and that such intent was within the parties' contemplation at the time the contract was formed." **Burks v. Federal Insurance Co.**, 883 A.2d 1086, 1088 (Pa. Super. 2005).

The first step in deciding whether Plaintiff is an intended third-party beneficiary is to determine whether the original contracting parties state in the contract that they intend for the third party to receive the benefit of the promise/performance. Here, Plaintiff asserts they do not have a copy of the contract. Therefore, this Court cannot determine the intent of the parties strictly by looking at the contract itself. However, Plaintiff may still be able to prove third-party beneficiary status. **See Burks**, 883 A.2d at 1088. ("[E]ven when the contract does not expressly state that the third party is intended to be a beneficiary . . . the party may still be a third-party beneficiary under the [**Guy**] test."

According to **Scarpitti** and **Guy**, a party can be considered an intended third-party beneficiary if "the circumstances are so compelling that recognition of the beneficiary's right is appropriate to effectuate the intention of the parties, and the performance satisfies an obligation of the promisee to pay money to the beneficiary." **Scarpitti**, 609 A.2d at 150; **Guy**, 459 A.2d at 751. Plaintiff has not alleged or pled any facts establishing who the promisee is, nor has Plaintiff alleged or pled any facts establishing the promisee had an obligation to pay Plaintiff any money. Therefore, Plaintiff cannot prove third-party beneficiary status under this prong.

Finally, a party may be considered an intended third-party beneficiary if "the circumstances are so compelling that recognition of the beneficiary's right is appropriate to effectuate the intention of the parties and . . . the circumstances indicate that the promisee intends to give the beneficiary the benefit of the promised performance.

<sup>&</sup>lt;sup>2</sup> The Pennsylvania Supreme Court combined part of the holding from **Spires v. Hanover Fire Ins. Co.**, 70 A.2d 828, 830-31 (Pa. 1950) with the **Restatement** (**Second**) **of Contracts § 302** test for intended beneficiaries discussed in **Guy v. Leiderbach**, 459 A.2d 744, 751 (Pa. 1983)).

**Scarpitti**, 609 A.2d at 150; **Guy**, 459 A.2d at 751. Again, Plaintiff has not alleged or pled any facts establishing who the promisee is. Secondly, before deciding if the promisee intends for Plaintiff to receive the benefit of the winterization and roof work, this Court must determine that recognizing Plaintiff's "right is appropriate to effectuate the intention of the parties." As stated previously, the intention of the parties must be viewed at the time the parties created the contract, and each party to the contract must intend for Plaintiff to receive the benefit. **See Burks**, 883 A.2d at 1088.

The underlying contract was between Nation Star and MCS for MCS to perform winterization and roof work on Unit 6. Presumably, the purpose of the contract was to protect Unit 6 from damage due to the winter weather. On its face, it appears Nation Star contracted with MCS to protect the property (Unit 6) which Nation Star had obtained through foreclosure proceedings. Because of this Court's inability to review the contract and Plaintiff's failure to aver sufficient facts to establish either Nation Star or MCS's intent at the time of contracting, this Court cannot determine the contracting parties' intentions. Therefore, Defendant MCS's preliminary objection concerning Plaintiff's breach of contract claim is hereby sustained.

# <u>DISCUSSION: DEFENDANTS' (GERALD J. DORI, III & ASHLEY M. DORI)</u>

Count three of Plaintiff's Complaint alleges negligence against Defendant, the Doris'. The Doris' filed a preliminary objection stating Plaintiff's Complaint failed to conform to a law or rule of court; specifically, Pennsylvania Rule of Civil Procedure 1024(c) which governs the verification of pleadings.

Pennsylvania Rule of Civil Procedure 1024(a) states "[e]very pleading containing an averment of fact not appearing of record in the action or containing a denial of fact shall state that the averment or denial is true upon the signer's personal knowledge or information and belief and *shall be verified*." **Pa.R.C.P. 1024(a)** (emphasis added). In regards to who may verify a pleading, the Rule requires

[t]he verification . . . [to] be made by *one or more of the parties* filing the pleading unless all the parties (1) lack sufficient knowledge or information, or (2) are outside the jurisdiction of the court and the verification of none

of them can be obtained within the time allowed for filing the pleading. In such cases, the verification may be made by any person having sufficient knowledge or information and belief and shall set forth the source of the person's information as to matters not stated upon his or her own knowledge and the reason why the verification is not made by a party.

**Id.** at 1024(c) (emphasis added).

The Doris' correctly point out Plaintiff's attorney, who was not a party to the matter, verified the Complaint. In order for this not to violate the Rule, Plaintiff's attorney would have needed to include information in the verification stating "all the parties (1) lack[ed] sufficient knowledge or information, or (2) [were] outside the jurisdiction of the court and the verification of none of them c[ould] be obtained within the time allowed for filing the pleading." **Pa.R.C.P. 1024(c).** The verification at issue does not include language establishing either of the two exceptions apply. Therefore, under the Rules, the verification needed to be made by the party (Millers Mutual Group) or a representative of the party, not Plaintiff's attorney.

However, the Rules allow "[a] party [to] file an amended pleading as of course within twenty days after service of a copy of preliminary objections. If a party has filed an amended pleading as of course, the preliminary objections to the original pleading shall be deemed moot." Pa.R.C.P. 1028(c)(1). The Doris' served Plaintiff with Preliminary Objections on June 20, 2016. On July 1, 2016, Plaintiff filed a Praecipe to Substitute Verification. The amended verification was signed by an authorized representative of the party. As this amendment occurred well within the twenty days proscribed by the Rule, and the verification now complies with Pennsylvania Rule of Civil Procedure 1024(c), the Doris' Preliminary Objection is moot and overruled.

## DISCUSSION: DEFENDANT (JASON A. FORRY)

Count four of Plaintiff's Complaint alleges negligence against Defendant, Forry. Forry filed a preliminary objection attacking the legal sufficiency of Count 4.

In any negligence action the Plaintiff must establish "the defendant had a duty 'to conform to a certain standard of conduct;' that the

defendant breached that duty; that such breach caused the injury in question; and actual loss or damage." Phillips v. Cricket Lighters, 841 A.2d 1000, 1008 (Pa. 2003). "When considering the question of duty, it is necessary to determine 'whether a defendant is under any obligation for the benefit of the particular plaintiff . . . and, unless there is a duty upon the defendant in favor of the plaintiff which has been breached, there can be no cause of action based upon negligence." Campo v. St. Luke's Hospital, 755 A.2d 20, 24 (Pa. Super. 2000) (quoting J.E.J. v. Tri-County Big Brothers/Big Sisters, 692 A.2d 582, 584 (Pa. Super. 1997)).

Both parties focus their analysis on whether Defendant Forry owed a duty to Plaintiff. Plaintiff alleges "Forry had a duty, upon selling Unit 6 to Gerald and/or Ashley Dori, to ensure that the utilities were switched over to their names." Plaintiff's Complaint at p. 7, para. 44. Plaintiff also avers "with one or more of the utilities remaining in his name, Forry had a duty not to cancel those utility services without notifying the Association and/or the owner of Unit 6." Id. at p. 8, para. 45. Defendant Forry posits no such duty existed.

Plaintiff has not provided this Court with any statute or case law to support its position that Defendant Forry had a duty to ensure all utilities were transferred to the new owner's name and to notify anyone prior to cancelling utility services. Furthermore, Plaintiff has not alleged any type of contractual agreement between Forry and the Association regarding the utilities. Additionally, Forry does not currently own Unit 6 nor did he at the time the incident occurred, January 8, 2014. The relationship between Plaintiff and Forry ended in August of 2007 when Forry transferred ownership of Unit 6 to the Doris'.

Based on the above information, this Court finds Plaintiff has failed to aver facts establishing Defendant Forry owed a duty to Plaintiff. Therefore, Plaintiff cannot prove an element essential for a finding of negligence. Defendant Forry's preliminary objection is sustained.

Accordingly, the attached Order is entered.

## ORDER OF COURT

AND NOW, this 15th day September, 2016, in consideration of Defendants' Preliminary Objections, and for the reasons set forth in the attached Opinion, said objections are sustained in part and denied in part. Plaintiff is granted thirty (30) days from the date of this Order

to file an amended complaint in conformity with this Court's ruling on the Preliminary Objections. If Plaintiff fails to file a timely amended complaint, Defendants may file a Praecipe with the Court requesting dismissal of the referenced Counts.

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, 18th of November 2016, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

## No. 13-SU-1151 MTGLQ INVESTORS, L.P.

## JOHN A. ADAMIK, DEBORAH L. **ADAMIK**

PROPERTY ADDRESS: 893 HERITAGE DRIVE, GETTYSBURG, PA 17325 By virtue of Writ of Execution No#13su-1151

MTGLQ Investors, L.P. (Plaintiff) vs. John A. Adamik a/k/a/John Adamik and Deborah L. Adamik (defendants), 893 Heritage Drive,

Mount Joy Township, Gettysburg PA 17325, Parcel No. # 007-0080-000, improvements thereon consisting of a Residential Dwelling sold to satisfy judgment in the amount

of \$247.605.47 Attornevs for Plaintiff Edward J McKee, Esquire

Stern & Eisenberg PC 1581 Main Street, Suite 200 The Shops at Valley Square Warrington, PA 18976 Phone 215-572-8111

## No. 15-SU-1003 NATIONSTAR MORTGAGE LLC

THOMAS L. ALTLAND

PROPERTY ADDRESS: 25 Ewell Drive. East Berlin, PA 17316 By virtue of Writ of Execution No.:

2015-SU-0001003

Nationstar Mortgage LLC Plaintiff

Thomas L. Altland Defendant's Property Address: 25 Ewell Drive, East Berlin, PA 17316 Township or Borough: Reading Township PARCEL NO.: 36102-0095

IMPROVEMENTS THEREON:A RESIDENTIAL DWELLING JUDGMENT AMOUNT: \$139,419.97 ATTORNEYS FOR PLAINTIFF: Shapiro & DeNardo, LLC 3600 Horizon Drive, Suite 150 King Of Prussia, PA 19406 610-278-9980

No. 14-SU-1188 VENTURES TRUST 2013-I-H-R BY MCM CAPITAL PARTNER, LLC, ITS TRUSTEE

## JAVIER ALVAREZ, SANJUANITA M. **YBARRA**

PROPERTY ADDRESS: 108 KIME AVENUE, BENDERSVILLE, PA 17306 By virtue of a Writ of Execution No. 14-S-1188

Ventures Trust 2013-I-H-R by Mcm Capital Partners, LLC, Its Trustee.

Javier Alvarez Sanjuanita M. Ybarra owner(s) of property situate in the BENDERSVILLE BOROUGH, ADAMS

Pennsylvania, being 108 Kime Avenue, Bendersville, PA 17306

Parcel No. 03003-0049---000 (Acreage or street address) Improvements thereon: RESIDENTIAL **DWELLING** 

Judgment Amount: \$155,010.73 Attorneys for Plaintiff Phelan Hallinan Diamond & Jones, LLP One Penn Center Ste. 1400 Philadelphia, PA 19103

## No. 16-SU-336 WELLS FARGO BANK, NA vs

## REBECCA E. BAKER

PROPERTY ADDRESS: 16 CHAMBERSBURG STREET, ARENDTSVILLE, PA 17303 By virtue of Writ of execution No# 2016-SU-336 Wells Fargo Bank, NA

Rebecca E. Baker 16 Chambersburg Street Borough of Arendtsville, PA 17303 Parcel No. 02006-0060A-000 Improvements thereon of Residential

Judgment amount \$182,131.38 MANLEY DEAS KOCHALSKI, LLC P.O. Box 165028 Columbus, OH 43216-5028 614-220-5611

## No. 16-SU-151 CARRINGTON MORTGAGE SERVICES, LLC

VS

## ANTHONY P. BARRETT, ANTHONY BARRETT, ANTHONY BARRETT, LISA M BARRETT, LISA BARRETT

PROPERTY ADDRESS: 101 Abbotts Drive, Abbottstown, PA 17301 By virtue of Writ of Execution No.: 16-SU-151 Carrington Mortgage Services, LLC

Plaintiff

Anthony P. Barrett and

Defendant(s) Defendant's Property Address 101 Abbotts Drive, Abbottstown, PA 17301 Township or Borough: Borough of Abbottstown PARCEL NO.: 01005-0045 IMPROVEMENTS THEREON: A RESIDENTIAL DWELLING

Lisa M. Barrett

JUDGMENT AMOUNT: \$82,990.63 ATTORNEYS FOR PLAINTIFF Shapiro & DeNardo, LLC 3600 Horizon Drive Suite 150 King of Prussia, PA 19406-4700

## No. 15-SU-906 CARRINGTON MORTGAGE SERVICES, LLC

CATHY J. BAUMGARDNER

PROPERTY ADDRESS: 12 CHERRY STREET, NEW OXFORD, PA 17350 By virtue of Writ of Execution No.: 2015-SU-0000906 Carrington Mortgage Services, LLC Plaintiff

VS. Cathy J. Baumgardner Defendant(s) Defendant's Property Address 12 Cherry Street, New Oxford, PA 17350 Township or Borough: Oxford Township PARCEL NO.: 35009-0057 IMPROVEMENTS THEREON: A RESIDENTIAL DWELLING JUDGMENT AMOUNT: \$126,870.16 ATTORNEYS FOR PLAINTIFF Shapiro & DeNardo LLC General Business Account 3600 Horizon Drive Suite 150 King of Prussia, PA 19406 610-278-6800

Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than (30) thirty days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within (10) ten days thereafter.

Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.

AS SOON AS THE PROPERTY IS DECLARED SOLD TO THE HIGHEST BIDDER 20% OF THE PURCHASE PRICE OR ALL OF THE COST, WHICHEVER MAY BE THE HIGHER, SHALL BE PAID FORTHWITH TO THE SHERIFF.

> James W. Muller Sheriff of Adams County

www.adamscounty.us 10/21, 10/28 & 11/04

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, 18th of November 2016, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

### No. 16-SU-553 M&T BANK

# GEOFFREY ALLEN CHILDS, DENISE M. CHILDS

PROPERTY ADDRESS: 20 CLOVER DRIVE, LITTLESTOWN, PA 17340 By virtue of Writ of Execution No.: 16-SU-553 M&T BANK

VS.

VS

GEOFFREY A. CHILDS & DENISE M. CHILDS

20 Clover Drive Littlestown a/k/a Union, PA 17340 Parcel No: 41-3-119 (Acreage or street address) IMPROVEMENTS THEREON: RESIDENTIAL DWELLING JUDGMENT AMOUNT: \$371,594.60

Attorneys for Plaintiff KML Law Group,

Mellon Independence Center 701 Market St Philadelphia, PA 19106 215-627-1322

## No. 16-SU-607 BANK OF AMERICA, N.A.

vs KELLY J. COOL

PROPERTY ADDRESS: 105 LINDEN AVE., HANOVER, PA 17331 By virtue of Writ of Execution No.: 16-SU-607 BANK OF AMERICA, N.A.

KELLY J. COOL

105 Linden Avenue Hanover, PA 17331
Parcel No: 08008-0123-000
(Acreage or street address)
IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING JUDGMENT
AMOUNT: \$95,067.63
Attorneys for Plaintiff
KML Law Group, P.C.
701 Market St

No. 16-SU-563 WILMINGTON SAVINGS FUND SOCIETY, FSB. D/B/A CHRISTIANA

### vs BYRON L. EARLEY, CINDY T. FARI FY

Philadelphia, PA 19106

215-627-1322

TRUST, NOT INDI

PROPERTY ADDRESS: 43 NORTH ORCHARD VIEW DRIVE, HANOVER, PA 17331 SHORT DESCRIPTION
By virtue of Writ of Execution No.:
16-SU-563
WILMINGTON SAVINGS FUND

SOCIETY, FSB, D/B/A-CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR

PRETIUM MORTGAGE ACQIDSITION TRUST

VS.

BYRON L. EARLEY & CINDY T.

EARLEY
43 North Orchard View Drive
Hanover, PA 17331
(Acreage or street address)
Parcel No: 04-LII-220
IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING
JUDGMENT AMOUNT: \$418,153.26

Attorneys for Plaintiff KML Law Group, P.C.

701 Market Street Philadephia, PA 19106

215-627-1322

## No. 16-SU-230

WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRU

DEBORAH A. FORE, ERNEST E.

## FORE

PROPERTY ADDRESS: 103 N.
ORCHARD VIEW DRIVE, LOT 50,
HANOVER, PA 17331
By virtue of Writ of Execution No.:
16-SU-230
WILMINGTON SAVINGS FUND
SOCIETY, FSB, DOING BUSINESS AS
CHRISTIANA TRUST, NOT IN ITS
INDIVIDUAL CAPACITY

BUT SOLELY AS TRUSTEE FOR BCAT 2014-9TT

DEBORAH A. FORE & ERNEST E. FORE

103 North Orchard View Drive Hanover, PA 17331

Parcel No: 04L11-0226-000 (Acreage or street address) IMPROVEMENTS THEREON: RESIDENTIAL DWELLING JUDGMENT

AMOUNT: \$524,212.19 Attorneys for Plaintiff KML Law Group, PC

BNY Mellon Independence Center 701 Market Street

Philadelphia, PA 19106

## No. 16-SU-293 JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

SARAH J. GAY

PROPERTY ADDRESS: 50 VALLEY VIEW, ASPERS, PA 17304 By virtue of a Writ of Execution No.: 16-SU-293 JPMorgan Chase Bank, National Association

Sarah J. Gay f/k/a Sarah Kauffman

owner(s) of property situate in the MENALLEN TOWNSHIP, ADAMS County, Pennsylvania, being 50 Valley View, Aspers, PA 17304-9684 Parcel No. 29EOS-0034E--OOO (Acreage or street address) Improvements thereon: RESIDENTIAL DWELLING Judgment Amount: \$127,528.19

One Penn Center Ste 1400
Philadelphia, PA 19103

## No. 16-SU-68 BANK OF AMERICA, N.A.

vs

# KIMBERLY M. GROSS, NICHOLAS ANTHONY GROSS

PROPERTY ADDRESS: 2110 STORMS STORE ROAD, NEW OXFORD, PA 17350

By vitue of Writ of Execution No.: 16-SU-68

Bank of America, N.A. VS

Kimberly M. Gross a/k/a Kimberly Gross & Nicholas A. Gross a/k/a Nicholas Gross

New Oxford, PA 17350 Parcel No: 35J12-0201-000 (acreage or street address)

IMPROVEMENTS THEREON: RESIDENTIAL SWELLING JUDGEMENT AMOUNT: \$202,134.37

Attorneys for Plaintiff KML Law Group P.C.

BNY Mellon Independence Center Suite 500

701 Market Street Philadelphia, PA 19106 Suite 5000

Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than (30) thirty days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within (10) ten days thereafter.

Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.

AS SOON AS THE PROPERTY IS DECLARED SOLD TO THE HIGHEST BIDDER 20% OF THE PURCHASE PRICE OR ALL OF THE COST, WHICHEVER MAY BE THE HIGHER, SHALL BE PAID FORTHWITH TO THE SHERIFF.

James W. Muller Sheriff of Adams County

www.adamscounty.us 10/21, 10/28 & 11/04

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, 18th of November 2016, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

### No. 16-NO-787 GREENVIEW LLC

## HILL COUNTY ENTERPRISES INC., HILL COUNTRY ENTERPRISES PROPERTY ADDRESS: 519 Gladhill

Road, Fieldfield, PA 17112 By Vitue of Writ of execution No.: 16-NO-787

Greenview, LLC v. Hill Country Enterprises, Inc.

VS Hill Country Enterprises, Inc

519 and 620 Gladhill Road, Fairfield PA 17320

Tax ID No.: 25-A18-0005, 25-A18-0008 and 25-A18-0053

Comprised of six separate tracts with approximately 555.057 total acres With improvements thereon residential dwelling and vacant land Judgment in the amount of \$523,381.09 Plaintiff's Attorneys: Joshua D. Bradley Rosenberg Martin Greenberg, LLP 25 S. Charles Street, Suite 2115 Baltimore, Maryland 21201 410-727-6671

## No. 16-SU-167 U.S. BANK NATIONAL ASSOCIATION

SHAWN P. HINES, BETH A. HINES PROPERTY ADDRESS: 111 LOCUST STREET, EAST BERLIN, PA 17316 By virtue of Writ of Execution No.: 16-S-167

U.S. Bank National Association Plaintiff

Beth A. Hines and Shawn P. Hines Defendant(s) Defendant's Property Address 111 Locust Street, East Berlin, PA 17316 Township or Borough: Borough of East Berlin

PARCEL NO.: 1004-0212
IMPROVEMENTS THEREON: A
RESIDENTIAL DWELLING
JUDGMENT AMOUNT: \$165,674.51
ATTORNEYS FOR PLAINTIFF
Shapiro & DeNardo LLC
3600 Horizon Drive, Suite 150
King of Prussia, PA 19406-4700

# No. 15-SU-1277 BELCO COMMUNITY CREDIT UNION

### **RONALD G. HOBBS**

PROPERTY ADDRESS: 3015 TABLE ROCK ROAD, BIGLERVILLE, PA 17307 By Virtue of Writ of Execution No.: 2015-su-1277 BELCO COMMUNITY CREDIT UNION

VS
RONALD G. HOBBS
TOWNSHIP OF BUTLER
Parcel No.: 07-F08-0057
3015 TABLE ROCK ROAD,
BIGLERVILLE, PA 17307
(Acreage or street address)
IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING
JUDGEMENT AMOUNT: \$122,629.00
Attorney for Plaintiff
Keri P. Ebeck, Esquire
PA ID# 91298
WELTMAN WEINBERG & REIS CO...

436 7th Avenue Suite 2500 Pittsburgh, PA 15219 (412) 338-7108 (Kim)

## No. 16-SU-354 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR RESIDENTIAL ASSET SECUR

vs

## BRUCE A. HOCKENSMITH, LUCINDA HOCKENSMITH

PROPERTY ADDRESS: 204 BEAVER STREET, EAST BERLIN, PA 17316 By virtue of a Writ of Execution No.: 16-SU-354

U.S. Bank National Association, as Trustee for Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed

Pass-Through Certificates, Series 2007-KS2

V.
Bruce A. Hockensmith
Lucinda Hockensmith
owner(s) of property situate in the
ADAMS County, Pennsylvania, being
204 Beaver Street,
East Berlin, PA 17316-8817
Parcel No. 10-007-0047-00-000
(Acreage or street address)
Improvements thereon: RESIDENTIAL
DWELLING
Judgment Amount: \$206,304.03

Phelan Hallinan Diamond & Jones, LLP

No. 16-SU-180
WELLS FARGO BANK, N.A., AS
TRUSTEE FOR OPTION ONE
MORTGAGE LOAN TRUST

STUART T. JACOBSON

Attorneys for Plaintiff

PROPERTY ADDRESS: 299 CULP ROAD, GETTYSBURG, PA 17325 Wells Fargo Bank, National Association, as Trustee for Option One Mortgage

Loan Trust 2004-2, Asset-Backed Certificates, Series 2004-2 c/o Ocwen Loan Servicing, LLC Stuart T. Jacobson C.C.P.ADAMS COUNTY NO. 16-SU-180 JUDGMENT AMOUNT: \$283,090.95 PROPERTY ADDRESS: 299 Culp Road. Gettysburg, PA 17325 PARCEL ID NUMBER: 38G09-0037C-OOO ALL THAT CERTAIN lot or piece of ground situate in Straban Township, County of Adams, Commonwealth of Pennsylvania. Improvements thereon of the Residential Dwelling BEING the same premises which James E. Williams, Executor of the Estate of Debra E. Frazer, deceased, by Deed dated January 3, 2003 and recorded January 16, 2003 in the Office of the Recorder of Deeds in and for Adams County in Deed Book 2946, Page 147, granted and conveyed unto Stuart T. Jacobson. Attorney Stern & Eisenberg OC 1581 Main Street Suite 200 Warrington, PA 18976 215-572-8111

Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than (30) thirty days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within (10) ten days thereafter.

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James W. Muller Sheriff of Adams County

www.adamscounty.us 10/21, 10/28 & 11/04

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## No. 16-SU-376 BELCO COMMUNITY CREDIT UNION

KELLY C KINT, ANN M SCOTT

PROPERTY ADDRESS: 317 MAPLE GROVE ROAD, HANOVER, PA 17331 By virtue of Writ of Execution No.: 16-SU-376

Belco Community Credit Union c/o Ocwen Loan Servicing, LLC v. Kelly C. Kint and Ann M. Scott a/k/a Ann M. Kint

C.C.P. ADAMS COUNTY No.: 16-SU-376

JUDGMENT AMOUNT: \$159,444.20 PROPERTY ADDRESS: 317 Maple Grove Road, Hanover, PA 17331 PARCEL ID NO.: 04L11-0035-000 ALL THAT CERTAIN lot or piece of ground situate in Berwick Township, County of Adams, Commonwealth of Pennsylvania.

BEING the same premises which Patricia Marie Hoff, single, by Deed dated August 14, 2006 and recorded August 14, 2006 in the

Adjust 14, 2000 in the Office of the Recorder of Deeds in and for Adams County in Deed Book 4531, Page 346, granted and conveyed unto Kelly C Kint.

single person and Ann M Scott, single person, as joint tenants with the right of survivorship.

Attorney for plaintiff: Stern & Eisenberg, PC

158 Main Street Suite 200 The shops at Valley Square Warrington, PA 18976

## No. 12-SU-010 WELLS FARGO BANK NA

## SHANNON K. LEAHY, TIMOTHY EVERS ATTEBERRY

PROPERTY ADDRESS: 1691 ORRTANNA RD, ORRTANNA, PA 17353 By virtue of a Writ of Execution, No.: 2012-SU-10

Plaintiff: U.S. ROF III Legal Title Trust 2015-1 by U.S. Bank National Association, as Legal Title Trustee

Defendant 1. Shannon Leahy a/k/a Shannon K. Leahy Defendant 2. Tim Atteberry a/k/a Tim E. Atteberry owners of property situate in the Hamiltonban Township, Adams County, Pennsylvania.

1691 Orrtanna Road, Orrtanna, PA 17353-9739 Parcel No. 18, C12-0118---000

Improvements hereon: RESIDENTIAL Judgment Amount: \$239,626.96 Attorneys for Plaintiff: Parker McCay, PA 9000 Midlantic Drive, Suite 300 P.O. Box 5054 Mount Laurel, New Jersey 08054

## No. 16-SU-343 WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTINA TRUS

## DARRYL L. MALPASS, DEBORAH GRAY MALPASS

PROPERTY ADDRESS: 454 TOWNHILL ROAD, YORK SPRINGS, PA 17372 By virtue of Writ of Execution No.: 16-S-343

Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual capacity but solely as Trustee for BCAT 2014-4TT (Plaintiff)

Darryl L. Malpass and Deborah Gray Malpass a/k/a Deborah G. Malpass (Defendant)

Property Address: 454 Townhill Road, York Spring, PA 17372 Parcel I.D. No.: 23103-001 I B Improvements thereon of the residential dwelling.

Judgment Amount: \$310,546.60 Attorney for Plaintiff: Stephen M. Hladik, Esquire Hladik, Onorato & Federman, LLP 298 Wissahickon Avenue North Wales, PA 19454

## No. 14-SU-1468 DLJ MORTGAGE CAPITAL, INC. vs

# DAVID P. MAYTON, TRACI E. MAYTON

PROPERTY ADDRESS: 24 GROFT DRIVE, NEW OXFORD, PA 17350 By virtue of Writ of Execution No .: 2014-S-1468 LSF9 Master Participation Trust vs. David R Mayton and Traci E. Mayton 24 Groft Drive, New Oxford, PA 17350-9521 situate in the Township of Oxford, Adams County Pennsylvania. Parcel No. 35312-0108-000 Improvements thereon consist of Residential Real Estate. Judgment amount: \$232,772.91 Stern & Eisenberg, PC Attorneys for Plaintiff 1581 Main Street, Suite 200 The Shops at Valley Square

Warrington, PA 18976

No. 16-SU-252 BRANCH BANKING AND TRUST SUCCESSOR BY MERGER TO SUSQUEHANNA BANK F/K/A

MELINDA ANN MCCORD A/K/A MELINA ANN MANOLOVICH, IN HER CAPACITY AS EXECUTRIL AND D, LISA DEANN

MANOLOVICH, IN HER CAPACITY AS DEVISEE OF THE ESTATE OF BARBARA ANN WE

PROPERTY ADDRESS: 745 FUNT ROAD, ASPERS, PA 17304 By virtue of a Writ of Execution No.: 16 SU-252

Branch Banking and Trust Successor by Merger to Susquehanna Bank f/k/a Susquehanna Bank PA Successor by Merger to Community Banks

Melinda Ann Mccord a/k/a Melinda Ann

Manolovich, in Her Capacity as Executrix and Devisee of The Estate and Trustee of The Estate of Barbara Ann Weikert a/k/a Barbara A. Weikert Lisa Deann Manolovich, in Her Capacity as Devisee of The Estate of Barbara Ann Weikert a/k/a Barbara A. Weikert owner(s) of property situate in the TYRONE TOWNSHIP, ADAMS County, Pennsylvania, being 745 Funt Road, Aspers, PA 17304-9411 Parcel No. 40G05-0023G--000 (Acreage or street address) Improvements thereon: RESIDENTIAL **DWELLING Judgment Amount:** \$50,169.73

Attorneys for Plaintiff
Phelan Hallinan Diamond & Jones, LLP
One Penn Center at Suburban Station
1617 JFK Blvd Ste 1400
Philadephia, PA 19103-9897

Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than (30) thirty days after the date of sale and that distribution will be made in accordance with that schedule unless

exceptions are filed thereto within (10) ten

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James W. Muller Sheriff of Adams County

www.adamscounty.us 10/21, 10/28 & 11/04

days thereafter.

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## No. 15-SU-1108 **GREEN TREE SERVICING LLC**

## SARANNE MCCULLOUGH

PROPERTY ADDRESS: 21 MCCLELLAN DRIVE, EAST BERLIN, PA

By virtue of Writ of Execution No .: 15-S-1108

GREEN TREE SERVICING LLC

Saranne McCullough 21 McClellan Drive East Berlin, PA

Reading Township

JAVARDIAN

PARCEL NO.: 36105-0072-000 IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING. JUDGMENT AMOUNT: \$86,208,53 ATTORNEYS FOR PLAINTIFF THE LAW OFFICE OF GREGORY

1310 Industrial Blvd., Ste 101 South Hampton, PA 18966 215-942-9690

No. 15-SU-93 THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES. **SERIES 2007-10** 

### vs BRIAN K. MERRIKEN, TINA Y NUZZOLO

PROPERTY ADDRESS: 425 BOY SCOUT ROAD, NEW OXFORD, PA

By virtue of Writ of Execution No .: 15-SU-93

The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificate holders of the CWABS, Inc., Asset-Backed

Certificates, Series 2007-10 Plaintiff ve

Brian K. Merriken and Tina Y. Nuzzolo Defendant(s)

Defendant's Property Address 425 Boy Scout Road, New Oxford, PA 17350 Township or Borough: Hamilton

Township PARCEL NO.: (17)-JI0-0011 IMPROVEMENTS THEREON: A

RESIDENTIAL DWELLING JUDGMENT AMOUNT: \$255,233,80 ATTORNEYS FOR PLAINTIFF

Shapiro & DeNardo, LLC 3600 Horizon Drive King of Prussia, PA 19406 610-278-6800

## No. 16-SU-214 CITIFINANCIAL SERVICING, LLC

## JOHN F. MORRIS, SCYTHIA V. MORRIS

PROPERTY ADDRESS: 11 AUTUMN DRIVE, GETTYSBURG, PA 17325 ALL THAT TRACT OF LAND SITUATE, LYING AND BEING IN THE BOROUGH OF BONNEAUVILLE, ADAMS COUNTY, PENNSYLVANIA.

By virtue of Writ of Execution No.: 16 S 214

CITIFINANCIAL SERVICING, LLC

JOHN F. MORRIS A/K/A JOHN MORRIS SCYTHIA V. MORRIS A/K/A SCYTHIA MORRIS 11 AUTUMN DRIVE GETTYSBURG, PA 17325 BONNEAUVILLE PARCEL NO.: 06005-0102-000 IMPROVEMENTS THEREON: RESIDENTIAL DWELLING. JUDGMENT AMOUNT: \$169,488.64 ATTORNEYS FOR PLAINTIFF POWERS, KIRN & ASSOCIATES, LLC Eight Neshaminy Interplex, Suite 215

## No. 14-SU-1282 U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER OF U.S. NATIONAL

### vs WILLIS J. MYERS, II, DENISE J. **MYERS**

PROPERTY ADDRESS: 686 BARTS CHURCH ROAD, HANOVER, PA 17331 By virtue of Writ of Execution No.: 14-SU-1282

US Bank NA Plaintiff

Trevose, PA 19053

vs.

Willis Myers, II and Denise J. Myers Defendant(s) Defendant's Property Address: 686 Barts Church Road, Hanover, PA 17331 Union Township Township or Borough: Union Township PARCEL NO.: 41-KI 7-0079A IMPROVEMENTS THEREON:A RESIDENTIAL DWELLING JUDGMENT AMOUNT: \$390,123.73 ATTORNEYS FOR PLAINTIFF Shapiro & DeNardo LLc 3600 Horizon Drive, Suite 150 King of Preussia, PA 19406 610-278-6800

## No. 15-SU-92 THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. F/K/A THE BANK OF NEW

STERLING J. MYERS, ORIGINAL

## MORTAGAGOR, JEAN L. MYERS, ORIGINAL MORTGAGOR AND REAL OWNER

PROPERTY ADDRESS: 2942 HANOVER PIKE, HANOVER, PA 17331 By virtue of Writ of Execution No .: 2015-SU-0000092 THE BANK OF NEW YORK MELLON

TRUST COMPANY, N.A. F/K/A THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR- IN-INTEREST TO JP MORGAN CHASE, NA, AS TRUSTEE FOR NOMURA ASSET ACCEPTANCE

CORPORATION REPERFORMING LOAN REMIC TRUST **SERIES 2004-R3** 

Plaintiff. vs.

Sterling J. Myers Original Mortgagor

Jean L. Myers Original Mortgagor and Real Owner

2942 Hanover Pike

Hanover, PA 17331 Conewago

Township

Parcel No.: 08-L-15-0015-000 Improvements thereon: Residential Dwelling Judgment amount: \$2,683.80 MILSTEAD & ASSOCIATES, LLC BY: Robert W. Williams, Esquire ID No. 315501

1 E. Stow Road Marlton, NJ 08053 (856) 482-1400 Attorney for Plaintiff

Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than (30) thirty days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within (10) ten days thereafter.

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> James W. Muller Sheriff of Adams County

www.adamscounty.us 10/21, 10/28 & 11/04

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## No. 15-SH-198 SUSQUEHANNA BANK

NEW A-VILLE INN, INC, THE ESTATE OF NANCY ELIZABETH WOLFE A/K/A NANCY E WOLFE, JENNIFER E. WOLFE,

## EXECUTRIX, PAUL F WOLFE, JR, THE A-VILLE INN., INC

PROPERTY ADDRESS: 23 & 27 North High Street, Arendtsville, PA 17303 By vitue of writ of execution 15-su-198 Branch Banking and Trust Company

The New A-Ville Inn, Inc., et al. Property address 23 & 27 N. High Street, Arendtsville, PA 17303

Parcel ID No.: 02006-0015---000 Comprised of two separate tracts With improvements thereon

Judgment in the amount of \$124,074.13 Plaintiff s Attorneys: Joshua D. Bradley Rosenberg Martin Greenberg, LLP 25 S. Charles Street, Suite 2115 Baltimore, Maryland 21201 410-727-6671

4811-3941-9702, v. 1

## No. 16-SU-261 WELLS FARGO BANK, N.A.

DAVID A. PIERCE

PROPERTY ADDRESS: 1335 EVERGREEN WAY, ORRTANNA, PA

By virtue of a Writ of Execution No. 16-S-261

Wells Fargo Bank, N.A. v. David A. Pierce owner(s) of property situate in the FRANKLIN TOWNSHIP, ADAMS County, Pennsylvania, being 1335 Evergreen Way, Orrtanna, PA

17353 Parcel No. 12C10-0057---003 (Acreage or street address) Improvements thereon: RESIDENTIAL **DWELLING Judgment Amount:** \$261,468.54

Attorneys for Plaintiff Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station Philadelphia, PA 19103

## No. 11-SU-1916 WILMINGTON SAVINGS FUND SOCIETY FSB D/B/A CHRISTINA TRUST

vs

## JOSEPH R. POIST

PROPERTY ADDRESS: 5435 CARLISLE PIKE, NEW OXFORD, PA 17350 By virtue of Writ of Execution No .: 11-SU-1916

Plaintiff: Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust. not individually but as trustee for Pretium Mortgage Acquisition Trust

Defendant(s): Joseph R. Poist Defendant's Property Address: 5435 Carlisle Pike, New Oxford PA 17350 Township or Borough: Reading PARCEL NO.: 36-108-0015 IMPROVEMENTS THEREON: Residential Dwelling JUDGMENT AMOUNT: \$112.118.88 ATTORNEYS FOR PLAINTIFF: Martha E. Von Rosenstiel, P.C. 649 South Avenue, Unit 7 Secane, PA 19018

## No. 16-SU-303 WORLD BUSINESS LENDERS, LLC

## ATTAI HUSNAIN SHAHZAD. EASTERN SHOE COMPANY, LLC, PENNSYLVANIA IMPORTS, KATRINA J MCCLELLAND

PROPERTY ADDRESS: 730 PLUM RUN RD, NEW OXFORD, PA 17350 By Virtue of Writ of execution no 2016-SU-303

World Business Lender, LLC v. The Eastern Shore Company, LLC d/b/a Pennsylvania Imports a/k/a Pennsylvania Imports Salt Skill, Attai Husnain Shahzad, and Katrina Jean McClelland PARCEL ID #: 40107-0039B-000 **EXECUTION NUMBER: 16-SU-303** JUDGMENT AMOUNT: \$126,285,42 PLAINTIFF'S ATTORNEY: Flaherty Fardo IIC

Stephanie L. Fera, Esq. 812 Ivy Street Pittsburgh, PA 15232

(412) 802-6666 All the right, title, interest, and claim of Katrina Jean McCelland, of, in, and to the following described property: In the Commonwealth of Pennsylvania,

County of Adams, Township of Tyrone: The Real Property or its address commonly known as 35 and 51 Cashman Road, New Oxford, PA 17350 Parcel # 40107-0039B-000

No. 16-SU-403 CIT BANK, N.A.

JOHN L. SMITH

PROPERTY ADDRESS: 2224

HUNTERSTOWN HAMPTON ROAD, NEW OXFORD, PA 17350 By virtue of Writ of Execution No.: 16-SU-403 CIT Bank N.A

John L. Smith Defendant All that certain piece or parcel or Tract of land situate Straban Township. Adams County, Pennsylvania, and being known as 2224

Hunterstown Hampton Road, New Oxford, Pennsylvania 17350.

TAX MAP AND PARCEL NO.: 38031-0015--000 PROPERTY ADDRESS 2224

HUNTERSTOWN HAMPTON ROAD NEW OXFORD PENNSYLVANIA 17350 THE IMPROVEMENTS THEREON ARE: Residential Dwelling

REAL DEBT: \$111,646.29 SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF: John L. Smith Attornev

McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 1400 Philadelphia, PA 19109

Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than (30) thirty days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within (10) ten days thereafter.

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> James W. Muller Sheriff of Adams County

www.adamscounty.us 10/21, 10/28 & 11/04

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## No. 14-SU-1476 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR RESIDENTIAL ASSET SECUR

MICHAEL W. SMITH, LORI SMITH PROPERTY ADDRESS: 38 CROSSVIEW TRAIL. FAIRFIELD. PA

By virtue of a Writ of Execution No.: 14-SU-1476

U.S. Bank National Association, as Trustee for Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed

Pass-Through Certificates, Series 2006-KS9

V

17320

Michael W. Smith and Lori Smith owner(s) of property situate in the CARROLL VALLEY BOROUGH, ADAMS County, Pennsylvania, being 38 Crossview Trail, Fairfield, PA 17320-8473 Parcel No.: 43041-0149---000 (Acreage or street address) Improvements thereon: RESIDENTIAL DWELLING Judgment Amount: \$176,454.76

\$176,454.76 Attorneys for Plaintiff Phelan Hallinan Diamond & Jones, LLP One Penn Center Ste 1400 Philadelphia, PA 19103

## No. 16-SU-345 USAA FEDERAL SAVINGS BANK VS

JOHN STOUTER, LINSAY F STOUTER
PROPERTY ADDRESS: 44 Thunder

Trail, Fairfield, PA 17320
By virtue of Writ of Execution No.:
16-SU-345

USAA Federal Savings Bank Plaintiff.

VS. John Stouter and Lindsay F. Stouter

44 Thunder Trail
Fairfield, PA 17320
Hamiltonban Township
Parcel No.: 18-BB0-0036-000

Improvements thereon: Residential Dwelling

Judgment amount: \$218,912.59
MILSTEAD & ASSOCIATES, LLC BY:
Robert W. Williams, Esquire
ID No. 315501

ID No. 315501 1 E. Stow Road Marlton, NJ 08053 (856) 482-1400 Attorney for Plaintiff

No. 14-SU-957 NATIONSTAR HECM ACQUISITION TRUST 2015-1

vs

UNKNOWN HEIRS, DEVISES AND PERSONAL REPRESENTATIVES OF EARL R. BUTT, EARL BUTT, EST, ESTATE OF EARL R. BUTT, UNKNOWN HEIRS, DEVISES AND PERSONAL REPRESENTATIVES OF EARL R. BUTT AN, LUANN GEBHART, NICHOLAS P. GARRETT, THE UNITED STATES OF AMERICA, UNITED STATES DEPT OF JUSTICE

PROPERTY ADDRESS: 5722 HANOVER ROAD, HANOVER, PA 17331

By virtue of a Writ of Execution No. 14-SU-00957

Plaintiff: Nationstar HECM Acquisition Trust 2015-1 Wilmington Savings Fund Society, FSB, not individually, but solely as Trustee

V.

Defendant 1. Unknown heirs, devises and personal representatives of Earl R. Butt and his, her, their or any of their successors in right, title and interest Defendant 2. The United States of America, Department of Justice owner(s) of property situate in CONEWAGO TOWNSHIP, Adams County, Pennsylvania, being 5722 Hanover Road, Hanover, PA 17331

Parcel No. 08K14-0075---000 Improvements thereon: RESIDENTIAL DWFLLING

Judgment Amount: \$155,188.07 Attorneys for Plaintiff Romano, Garubo & Argentieri, LLC 52 Newton Avenue Woodbury, NJ 08096

## No. 15-SU-1297 LAKEVIEW LOAN SERVICING, LLC VS LEE GARLAND VIANDS, SANDRA VIANDS

PROPERTY ADDRESS: 5725 HANOVER RD, HANOVER, PA 17331 By virtue of a Writ of Execution No.: 15-S-1297

Lakeview Loan Servicing, LLC

vs. Lee G. Viands

Sandra Viands a/k/a Sandy Viands owner(s) of property situate in the ADAMS County, Pennsylvania, being 5725 Hanover Road, Hanover, PA 17331-9064

Parcel No. 08K14-0116---000 (Acreage or street address) Improvements thereon: RESIDENTIAL DWELLING

Judgment Amount: \$179,114.08

Attorneys for Plaintiff Phelan Hallinan Diamond & Jones, LLP 1617 JFK Blvd Suite 1400 One Penn Center Plaza Philadelphia, PA 19103 (215)-563-7000

No. 15-SU-840 U.S. BANK NATIONAL ASSOCIATION vs

JAMES NORMAN WAGNER, JR. PROPERTY ADDRESS: 5500 HANOVER ROAD, HANOVER, PA

17331
By virtue of a Writ of Execution No.: 2015-SU-0000840

U.S. Bank National Association V.

James Norman Wagner, Jr. owner(s) of property situate in the CONEWAGO TOWNSHIP, ADAMS County, Pennsylvania, being 5500 Hanover Road, Hanover, PA 17331-9058 Parcel No.: 08,K14-0061 (Acreage or street address) Improvements thereon: RESIDENTIAL DWELLING Judgment Amount: \$117.449.11

Attorneys for Plaintiff Phelan Hallinan Diamond & Jones, LLP One Penn Center Stre 1400 Philadelphia, PA 19103

Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than (30) thirty days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within (10) ten days thereafter.

Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.

AS SOON AS THE PROPERTY IS DECLARED SOLD TO THE HIGHEST BIDDER 20% OF THE PURCHASE PRICE OR ALL OF THE COST, WHICHEVER MAY BE THE HIGHER, SHALL BE PAID FORTHWITH TO THE SHERIFF.

James W. Muller Sheriff of Adams County

www.adamscounty.us 10/21, 10/28 & 11/04

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, 18th of November 2016, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

No. 16-SU-163 FINANCE OF AMERICA MORTGAGE LLC FORMERLY KNOWN AS GATEWAY FUNDING DIVE

ARIANNA D. WHITE, IN HER
CAPACITY AS ADMINISTRATRIX AND
HEIR OF THE ESTATE OF AMY
PROPERTY ADDRESS: 35 COLLIE

TRAIL, FAIRFIELD, PA 17320
By virtue of a Writ of Execution No.: 16-S-163

Finance of America Mortgage LLC Formerly Known as Gateway Funding Diversified Mortgage Services, L.P.

Arianna D. White, in Her Capacity as Administratrix and Heir of The Estate of Amy White a/k/a Amy L. White a/k/a Amy Lynn White

Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Amy

White a/k/a Amy L. White a/k/a Amy Lynn White, Deceased owner(s) of property situate in the LIBERTY TOWNSHIP, ADAMS County, Pennsylvania, being 35 Collie Trail, Fairfield, PA 17320-9295

Parcel No.: 25000-0035---000 (Acreage or street address) Improvements thereon: RESIDENTIAL

DWELLING Judgment Amount: \$159,350.17 Attorneys for Plaintiff Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station 1617 JFK Blvd Ste 1400 Philadelphia, PA 19103-9897 Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than (30) thirty days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within (10) ten days thereafter.

Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.

AS SOON AS THE PROPERTY IS DECLARED SOLD TO THE HIGHEST BIDDER 20% OF THE PURCHASE PRICE OR ALL OF THE COST, WHICHEVER MAY BE THE HIGHER, SHALL BE PAID FORTHWITH TO THE SHERIFF.

James W. Muller Sheriff of Adams County

www.adamscounty.us 10/21, 10/28 & 11/04

### **ESTATE NOTICES**

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

#### FIRST PUBLICATION

- ESTATE OF MICHAEL J. DETTINBURN, a/k/a MICHAEL JOSEPH DETTINBURN, DEC'D
  - Late of the Borough of New Oxford, Adams County, Pennsylvania
  - Executor: Joseph S. Dettinburn, 229 Racetrack Road, Hanover, PA 17331
  - Attorney: David C. Smith, Esq., 754 Edgegrove Road, Hanover, PA 17331

#### ESTATE OF JAMES W. FOX, DEC'D

- Late of the Borough of Arendtsville, Adams County, Pennsylvania
- Administratrix: Diane Z. Fox, 30 Conewago Street, Biglerville, PA 17307
- Attorney: Law Office of Keith O. Brenneman, P.C., 44 West Main Street, Mechanicsburg, PA 17055
- ESTATE OF RICHARD J. MILLS, DEC'D
- Late of Mt. Pleasant Township, Adams County, Pennsylvania
- Co-Executors: Michael J. Mills, Douglas R. Mills, Matthew E. Mills, c/o Matthew E. Mills, 2451 Hanover Road, Gettysburg, PA 17325
- Attorney: Robert E. Campbell, Esq., Campbell & White, P.C., 112 Baltimore Street, Gettysburg, PA 17325

## ESTATE OF KENNETH BENNER SELBY, DEC'D

- Late of Straban Township, Adams County, Pennsylvania
- Executrix: Cassondra Selby, 404 Heritage Drive, Gettysburg, PA 17325
- ESTATE OF HANNAH N. TEETER, DEC'D
  - Late of the Borough of Gettysburg, Adams County, Pennsylvania
  - Executors: Robert G. Teeter and Samuel E. Teeter, 108 W. Middle Street, Gettysburg, PA 17325
  - Attorney: Teeter, Teeter & Teeter, 108
    W. Middle Street, Gettysburg, PA
    17325

- ESTATE OF FRANK J. WACHTER, JR., DEC'D
  - Late of Oxford Township, Adams County, Pennsylvania
  - Executor: PNC Wealth Management, P. 0. Box 308, 4242 Carlisle Pike, Camp Hill, PA 17001-0308
  - Attorney: Lynn G. Peterson, Esq., Peterson & Peterson, 515 Carlisle Street, Hanover, PA 17331

### SECOND PUBLICATION

- ESTATE OF ALMA J. BECK, DEC'D
  - Late of the Borough of New Oxford, Adams County, Pennsylvania
  - Executor: Robert Clofine
  - Attorney: Robert Clofine Esq., Elder Law Firm of Robert Clofine, 340 Pine Grove Commons, York, PA 17403
- ESTATE OF LORRAINE ELLEN CHRONISTER. DEC'D
  - Late of Huntington Township, Adams County, Pennsylvania
  - Administrator: Jason B. Chronister, 170 White Oak Tree Road, York Springs, PA 17372
  - Attorney: John C. Zepp, III, Esq., P.O. Box 204, 8438 Carlisle Pike, York Springs, PA 17372
- ESTATE OF JUSTINE H. CLASSEN, DEC'D
- Late of Cumberland Township, Adams County, Pennsylvania
- Executor: Carolyn Classen Resciniti, 185 Hunter's Trail, Gettysburg, PA 17325
- Attorney: Bernard A. Yannetti, Jr., Esq., Hartman & Yannetti, 126 Baltimore Street, Gettysburg, PA 17325
- ESTATE OF BETTY L. DOCKEY, DEC'D
- Late of Oxford Township, Adams County, Pennsylvania
- Co-Executors: Robert S. Dockey, Jr., 310 Lincolnway West, New Oxford, PA 17350; Harriet V. Johnson, 502 Atlantic Ave., York, PA 17404
- Attorney: Keith R. Nonemaker, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331
- ESTATE OF LARRY G. HELLER, DEC'D
  - Late of Huntington Township, Adams County, Pennsylvania
  - Executrix: Fay L. Heller, 60 Meadow Lane, Gettysburg, PA 17325
  - Attorney: Robert E. Campbell Esq., Campbell & White, P.C., 112 Baltimore Street, Gettysburg, PA 17325

- ESTATE OF VIVIAN M. KAUFFMAN, DEC'D
  - Late of Straban Township, Adams County, Pennsylvania
  - Executrix: Patricia A. Orndorff, 148
    East Water Street, Gettysburg, PA
    17325
  - Attorney: Robert E. Campbell, Esq., Campbell & White, P.C., 112 Baltimore Street, Gettysburg, PA 17325

### ESTATE OF PAUL M. KRIEGER, DEC'D

- Late of Oxford Township, Adams County, Pennsylvania
  - Co-Executors: Neal P. Krieger, 62 Curtis Drive, East Berlin, PA 17316; Ronald A. Krieger, 62 Curtis Drive, East Berlin, PA 17316
- ESTATE OF KAY Y. LaRUE a/k/a KAY YVONNE LaRUE, DEC'D
  - Late of Latimore Township, Adams County, Pennsylvania
  - Executor: Michael E. LaRue, 630 Ridge Road, York Springs, PA 17372; Teresa Y. LaRue n/k/a Teresa Y. Bailey, 604 Ridge Road, York Springs, PA 17372
  - Attorney: Jane M. Alexander, Esq., 148 S. Baltimore Street, Dillsburg, PA 17019
- ESTATE OF ROSETTA K. LAWYER, DEC'D
- Late of Straban Township, Adams County, Pennsylvania
- Executor: Chad S. Lawyer, c/o Richard K. Konkel, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401
- Attorney: Richard K. Konkel, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401
- ESTATE OF NAOMI P. PEIRCE, DEC'D
- Late of Cumberland Township, Adams County, Pennsylvania
- Executrix: Linda P. Haberkorn, 47 Delawares Ridge, Gettysburg, PA 17325
- Attorney: Gary E. Hartman, Esq., Hartman & Yannetti, 126 Baltimore Street, Gettysburg, PA 17325

## ESTATE OF MARTIN VOELK, DEC'D

- Late of Straban Township, Adams County, Pennsylvania
- Executor: Robert G. Teeter, Esq., Teeter, Teeter & Teeter, 108 W. Middle Street, Gettysburg, PA 17325
- Attorney: Robert G. Teeter, Esq., Teeter, Teeter & Teeter, 108 W. Middle Street, Gettysburg, PA 17325

## THIRD PUBLICATION

ESTATE OF LOUETTA S. DEARDORFF, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Peggy Jo Abraham, 61 Shirley Trail, Fairfield, PA 17320

Attorney: David K. James, III, Esq., 234 Baltimore St., Gettysburg, PA 17325

ESTATE OF LAWRENCE W. LUCKEN-BAUGH, DEC'D

Late of Mount Pleasant Township, Adams County, Pennsylvania

Executor: Kelly L. Luckenbaugh, 1045 Centennial Rd., New Oxford, PA 17350