

OFFICIAL
LEGAL JOURNAL
OF SUSQUEHANNA COUNTY, PA

34th Judicial District

Vol. 4 ★ December 13, 2019 ★ Montrose, PA ★ No. 37



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CASES REPORTED

Laurel Lake Association, Inc., Plaintiff
 vs.
 Robert Hutchinson Rose, his Heirs, successors, and assigns, et al, Defendants

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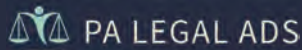


**Court of Common Pleas
 34th Judicial District:**

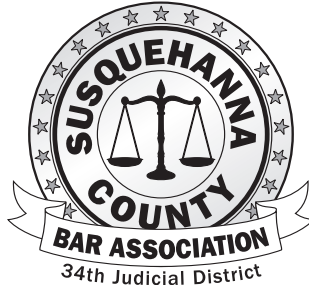
The Hon. Jason J. Legg
President Judge

The Hon. Kenneth W. Seamans
Senior Judge

The Legal Journal of Susquehanna County contains decisions of the Susquehanna County Court, legal notices, advertisements & other matters of legal interest. It is published every Friday by the Susquehanna County Bar Association.



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Legal Journal of Susquehanna County

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MESSAGE FROM THE
SUSQUEHANNA COUNTY BAR ASSOCIATION



The Legal Journal of Susquehanna County is a comprehensive weekly guide containing legal decisions of the 34th Judicial District encompassing civil actions filed; mortgages and deeds filed; legal notices; advertisements and other matters of legal interest. On behalf of the Susquehanna County Bar Association, we appreciate the opportunity to serve the legal community by providing a consolidated source of significant matters of legal importance.

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Hours: Monday–Friday, 8:30 a.m.–4:30 p.m.

COURT OPINION

No. 2015-1162 C.P.

LAUREL LAKE ASSOCIATION, INC.
Plaintiff

vs.

**ROBERT HUTCHINSON ROSE, his Heirs, successors, and assigns,
generally executors, administrators, legatees, grantees, and all other
persons interested in said property, et al,**
Defendants

Opinion continued from the December 6, 2019 issue

In Camp Chicopee v. Eden, 154 A. 305 (Pa. 1931), a lake front property owner asserted a claim for adverse possession of a portion of a 30-acre lake based on partial fencing that extended into the lake itself, boating, fishing, removal of ice, policing of the lake, and the payment of real property taxes. In finding that the property owner's actions did not confer title through adverse possession, the Supreme Court found that "during the statutory period the [claimant] exercised no acts of ownership [over the submerged real property] that could be held adverse" and explained:

It is a novel proposition that the holder of a record title must from time to time make proclamation on every part of his land of his right thereto under penalty that he will lose it to an intruder if he does not. [A]n owner of a coal mine does not have to live in it in order to prevent the acquiring of a title thereto by adverse possession, and the same thin[g] can be said with equal propriety and force as to the lands covered by the waters of a lake. The owner thereof does not have to become amphibious and dwell part of the time in the lake in order to retain his title thereto.

154 A. at 307 (citation omitted).⁸ Camp Chicopee makes clear that adverse possession of submerged real property requires more than mere use and occasional maintenance of the

⁸ In Camp Chicopee, the Pennsylvania Supreme Court specifically declined to address the question of whether submerged real property could be adversely possessed. Camp Chicopee, 154 A. at 307 ("We need not determine, because [it is] not necessary to the decision of the case, whether adverse possession can be acquired to land covered by water where the alleged possessory acts are performed on or in the water and not upon the land itself."). Prior to the Camp Chicopee decision, the Superior Court opined that submerged real property could be adversely possessed. See Fitzwater v. Fassett, 69 Pa. Super. 286, 288 (1918) (finding title to a portion of lake bed was conveyed by adverse possession based upon fencing to low water mark, watering cattle in lake and using the lakeshore area for more than 25 years). Fitzwater is not inconsistent with Camp Chicopee to the extent that it related to only a portion of the lake bed that was adversely possessed based upon actual usage of the lake bed – not merely using the waters of the lake itself. Given that the Supreme

waters which cover the real property itself. *Id.*

The Association relies heavily upon *Ariel Land Owners, Inc. v. Dring*, No. 3:CV-01-0294, 2008 WL 189644 (M.D. Pa. Jan. 18, 2008), *aff'd*, 374 Fed. Appx. 346 (3rd Cir. 2010), in which the Third Circuit concluded that a lake association's control of the lake water level through the lake association's dam for a period in excess of 21 years was sufficient to convey title by adverse possession. *Id.*⁹ *Lake Ariel* is not binding on this court. See *Chiropractic Nutritional Assocs., Inc. v. Empire Blue Cross & Blue Shield*, 669 A.2d 975, 979-80 (Pa. Super. Ct. 1995) (finding that "the decisions of the federal district courts and courts of appeal, including those of the Third Circuit Court of Appeals, are not binding on Pennsylvania courts, even when a federal question is involved"). As an unpublished opinion, it has absolutely no precedential value. See 3d Cir. I.O.P. 5.7 (2002)(indicating that non-precedential "opinions are not regarded as precedents that bind the court because they do not circulate to the full court before filing"); *In Re Grand Jury Investigation* 445 F.3d 266, 276 (3d Cir. 2006).

To the extent that its persuasive value has been considered, *Lake Ariel* contains very little analysis of the requirements necessary for adverse possession, i.e., open and exclusive possession necessary to place a land owner on notice of the adverse claim. If the broad ruling of *Lake Ariel* were accepted, the bright-line rule would become whomever owns the dam will own the lake – after 21 years. There is nothing in prior Pennsylvania precedent that would warrant such a broad and permissive rule of adverse possession.

Laurel Lake existed when Rose was initially selling parcels in the 1800s. The Association has presented no evidence that anything has changed that would place the Roses on notice that title to the lake bed was being adversely attacked. The Roses' property had water on it in the 1800s and it still does today. There is nothing in this record to

Court in *Camp Chicopee* did not create a blanket prohibition of adversely possessing submerged real property, coupled with the Superior Court's determination in *Fitzwater* that submerged real property could be adversely possessed, the *Fitzwater* decision is binding upon this court and Pennsylvania law currently permits the adverse possession of submerged real property.

9 The Third Circuit recognized that there was no "controlling state precedent" regarding the adverse possession of submerged real property. *Id.* at 350. Thus, *Lake Ariel* involves a federal court making a prediction as to how the Pennsylvania Supreme Court would rule. In attempting to distinguish *Camp Chicopee*, the Third Circuit simply noted that it involved only "occasional use of the property" and that "[c]ontinuous control of the water level of an entire lake is qualitatively distinct." *Id.* at 350 n.2. The Third Circuit provided no explanation as to how control of water level of a lake results in adverse possession of the submerged real property itself. Moreover, as noted earlier, the record reflects that 42-acres of real property subject to this litigation was submerged in the 1800s when Robert Hutchinson Rose first began selling off the surrounding real property. In other words, the real property was submerged before the Association ever existed or owned any real property. Further, as the record notes, the Association lacks the ability to unilaterally raise and lower the water levels; rather, the Association must obtain a permit from a Commonwealth agency in order to do so. At best, the maintenance of a dam that floods real property may result in a prescriptive water easement over the real property – but it does not equate to adverse possession of the real property itself. See *Costello v. Harris*, 29 A. 874 (Pa. 1894) (finding that mill owner had a prescriptive easement to build a dam and flood 27 acres of real property for purposes of providing water to his mill).

suggest that the water levels of Laurel Lake have changed in any manner – or even what the water levels would be if the dam was not maintained. The Association’s use and maintenance of the waters of Laurel Lake were consistent with the type of usage of any substantial body of water for recreational purposes by adjoining property owners. Such usage would not put the title owner of the lake bed on notice of any hostile or adverse claims to the submerged real property. Even if the Roses had become amphibious, they still would not have been placed on notice of any adverse claim simply because a third party owned the dam and the water levels rose and fell on two occasions each year. See Camp Chicopee, *supra.*; see Acre Lake Improvement Association, Inc. v. Reynolds, No. 2003 – 964 C.P. (Susq. Cty. Court Comm. Pleas, Jan. 15, 2007) (finding that lake association had failed to demonstrate acquisition of title to lake bed through adverse possession).

There is no binding Pennsylvania precedent as to whether possession and maintenance of a dam constituted adverse possession of the real property submerged by the waters retained by the dam itself. Similarly, there are likewise very few reported decisions in our sister jurisdictions addressing this issue but the court was able to locate two decisions of the Virginia Supreme Court of Appeals that provide similar facts.

In Leake v. Richardson, 103 S.E.2d 227 (Va. 1958), a property owner asserted an adverse possession claim to a lake bed based on more than 25 years of stocking the lake with fish, controlling use of the lake for fishing, maintaining the mill dam, repairing the dam spillway and paying caretakers to live on the property and patrol it to keep out trespassers. After considering these facts, the court concluded that this evidence was not sufficient to establish legal title to the lake bed by adverse possession.¹⁰

After the Leake decision, in Custis Fishing & Hunting Club, Inc. v. Johnson, 200 S.E.2d 542 (Va. 1973), the Virginia Supreme Court of Appeals found that a hunting and fishing club had not exercised sufficient control over a contested 100-acre lake to support its claim for adverse possession of the lake bed. The fishing club maintained the dam and spillway for the lake, stocked the lake with fish, employed lake caretakers and posted “No Trespassing” signs. *Id.* at 393. The fishing club also raised and lowered the water level of the lake through its exclusive control of the dam. *Id.* These acts were insufficient to establish title through adverse possession. In specifically addressing the raising and lowering of the water levels of the lake, the court concluded that such actions did not “[constitute] a hostile act for purposes of establishing title by adverse possession.” *Id.* at 394.¹¹ The court finds

¹⁰ Under Virginia law, a person who owns real property abutting upon a fresh water pond or lake likewise acquires title to the center of the body of water. *Id.* at 234. Thus, in Leake, the plaintiff was asserting an adverse possession claim against all of the other lake front property owners who each owned property to the center of the lake bed.

¹¹ As noted earlier, Virginia law provided each of the lake front property owners with legal title to the center of the lake bed. The Virginia Supreme Court of Appeals explained that “[a]bsent efforts intended to specifically exclude the [other property owners] or their predecessors, [the Club’s action in employing caretakers and policing the lake] was neither exclusive nor hostile as a matter of law with respect to the [other property owners.]” *Id.* at 394. Likewise, in this case, the Association has not excluded the 40 different property owners who are not Association members from their use and enjoyment of the lake – or the lake bed itself. The Association’s conduct was not hostile to the Roses’ title; rather, it was simply designed to promote the quality and enjoyment of the use of the waters of Laurel Lake itself.

both Leake and Custis Fishing & Hunting Club more aligned with the requirements of adverse possession under Pennsylvania law than the Lake Ariel decision.

“An adverse possessor must intend to hold the land for himself, and that intention must be made manifest by his act.... He must keep his flag flying and present a hostile front to all adverse pretensions.” Recreation Land Corp. v. Hartzfeld, 947 A.2d 771, 775 (Pa. Super. Ct. 2008). As it relates to the stringent requirements necessary to adversely seize legal title from a lawful owner, Lake Ariel failed to recognize that control of a dam has nothing whatsoever to do with actual and hostile possession of the submerged real property itself. Submerged real property is analogous to the “wild and mountainous” lands upon which few people have walked or traversed. See Camp Chicopee, 154 A. at 307. As to adverse possession of such things as woodlands, Pennsylvania courts have applied a stringent standard for adverse possession that requires some actual conduct that would place a reasonable property owner on notice of the potential claim such as cultivation, enclosure, or construction of a residence upon the real property itself. See Piston v. Hughes, 62 A.3d 440, 443-44 (Pa. Super. Ct. 2013) (affirming refusal to recognize adverse possession of undeveloped small parcel within a larger woodland parcel); Recreational Land Corp. v. Hartzfeld, 947 A.2d 771, 774 (Pa. Super. Ct. 2008) (affirming refusal to recognize adverse possession of wooded property near a lake in the absence of an enclosure or cultivation); Bride v. Robwood Lodge, 713 A.2d 109, 113 (Pa. Super. Ct. 1998) (“Since there was neither the establishment of a residence nor a cultivation within designated boundaries, we cannot conclude that [plaintiff] satisfied the essential prerequisites for proving he actually possessed the disputed parcel.”); Moore v. Duran, 687 A.2d 822, 829 (Pa. Super. Ct. 1996) (noting that an enclosure sufficient to support adverse possession of a woodland “must be complete and so open and notorious as to charge the owner with knowledge thereof”); Niles v. Fall Creek Hunting Club, Inc., 545 A.2d 926, 931 (Pa. Super. Ct. 1988) (holding that “adverse possession of woodland cannot be established by a mere showing of occasional or sporadic use of the land such as for hunting or partial timbering”). While submerged real property is not identical to woodland real property, it presents a similar scenario. See 3 Am. Jur.2d Adverse Possession § 254 (May 2019 Westlaw Update) (“Where land under water is the subject of private ownership, adverse possession may be acquired by any means that actually and notoriously exclude and oust the true owner.”); see also Stanberry V. Mallory, 39 S.W. 495, 495 (Ky. Ct. Appeals 1897) (finding that one who claims title by adverse possession to submerged real property must demonstrate “notorious acts of ownership”). Thus, the successful adverse possession claim against submerged real property must involve open, notorious and hostile conduct that would place a reasonable property owner on notice that his or her legal title was being attacked. See Pennsylvania Fish & Boat Commission v. Demaree, 2012 WL 8667594, at *4 (affirming award of title to small area within lake bed where the record demonstrated that a boat launch and a floating dock had been maintained on the disputed property for a period in excess of 21 years). As in Leake and Custis Fishing & Hunting Club, the ability to raise and lower the water level through control

of a dam, coupled with use of the lake, policing the lake, and efforts to maintain its water quality, are insufficient to demonstrate an intent to adversely possess the legal title to the lake bed itself. The Association's conduct would not have placed the Roses on notice that the Association was asserting a claim to the legal title to the lake bed.¹²

Moreover, the Association has likewise failed to establish the exclusivity element necessary to establish adverse possession. Laurel Lake is used by *all* property owners who each have rights to use of the lake pursuant to their deeds. Not all lake property owners are members of the Association and the Association cannot exclude those non-members from using the lake, maintaining the lake, pulling weeds from the lake or doing any other acts that are consistent with lakefront property ownership. Given that the lake is used by all lake property owners, not exclusively by Association members, the Association cannot establish that it has distinctly and exclusively possessed the lake for the required 21 years.

The parties do not dispute the factual record. This case presents a legal question as to what conduct is necessary to adversely possess submerged real property. The undisputed record demonstrates that the Association never actually possessed the lake bed of Laurel Lake. The mere control of the dam itself and the ability to raise and lower the water level after obtaining appropriate state approval are insufficient to demonstrate actual possession of the submerged real property. While the Association may have acquired a prescriptive easement to maintain Laurel Lake's historic water levels, the right to maintain water over real property is markedly different from acquiring legal title to the same real property. In the absence of actual possession, an adverse possession claim fails.

The Association has likewise failed to demonstrate that the possession was exclusive. The record demonstrates that the Association's possession was not exclusive as there are approximately 40 other lake property owners who use and enjoy Laurel Lake but are not members of the Association. The record likewise fails to demonstrate that the Association's actions were notorious and hostile. At best, the Association engaged in conduct aimed at maintaining Laurel Lake for recreational purposes not notorious and hostile conduct aimed at seizing legal title through adverse possession. The record fails to disclose any continuing act that would have placed the Roses on notice that the

12 In other words, if the Roses were to visit the lake, although the level of the lake may be noticeably lower during periods when the Association has used the dam to lower the water level, the Roses could not reasonably conclude from the lowered water level of the lake that the Association was asserting ownership of the lake bed itself. Rather, the Roses would understand that the Association, as the party controlling the dam, had decided to raise or lower the lake waters for the benefit of the lakefront property owners – not as a means to adversely possess legal title to the lake bed itself.

As to the assertion that treating the lake for algae and weeds supports the Association's claim for adverse possession, the Roses could not reasonably conclude that the Association was asserting ownership of the lake bed simply because it caused the water to be treated to control the algae and weeds in Laurel Lake. The maintenance of the lake waters is more reasonably related to enjoyment of the lake itself not an adverse claim of ownership to the legal title of the lake bed.

Association was adversely possessing the submerged real property under the waters of Laurel Lake.¹³ Conversely, the undisputed facts demonstrate that the Roses have not been divested of legal title to the lake bed of Laurel Lake by adverse possession.

V. Conclusion

For the reasons set forth herein, the Association's motion for summary judgment will be denied and the Roses' motion for summary judgment will be granted.

Jason J. Legg
President Judge



¹³ The payment of real estate taxes commencing in 2007 is the only act that clearly asserts a claim of adverse ownership. These actions, however, have not occurred over a 21-year period.

LEGAL NOTICES

*IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA*

ESTATE NOTICES

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

ADMINISTRATOR NOTICE

Estate of Gladys M. Kniseley
Late of Montrose Borough
ADMINISTRATOR
Timothy Woolcock
225 SR 3010
Springville, PA 18844
ATTORNEY
Abbey K. Lewis
Beardsley Law PLLC
37 Public Ave.
Montrose, PA 18801

12/13/2019 • 12/20/2019 • 12/27/2019



EXECUTOR NOTICE

Estate of Herman Leroy Frantz, Sr.
AKA Herman Frantz AKA Herman L. Frantz, Sr.
Late of Harford Township
CO-EXECUTOR
Corliss Hughes
10 Canoebirch Road
Levittown, PA 19057
CO-EXECUTOR
Heman L. Frantz, Jr.
143 Clark Drive
Paupack, PA 18451
ATTORNEY
Michael Briechle
4 Chestnut Street
Montrose, PA 18801

12/13/2019 • 12/20/2019 • 12/27/2019

ESTATE NOTICE

Estate of Paul W. Herzog,
deceased, late of Borough of
Thompson, Susquehanna County,
Pennsylvania.

Letters of Administration on the above estate having been granted to Bonita Stanton and Shelly Ronk, all persons indebted to the said estate are requested to make payment, and those having claims to present the same without delay to them c/o Christopher J. Osborne, Sr., Esquire, 201 Lackawanna Avenue, Suite 313, Scranton, PA 18503.

11/29/2019 • 12/6/2019 • 12/13/2019

**NOTICE OF FILING OF
SHERIFF'S SALES**

Individual Sheriff's Sales can be cancelled for a variety of reasons. The notices enclosed were accurate as of the publish date. Sheriff's Sale notices are posted on the public bulletin board of the Susquehanna County Sheriff's Office, located at 105 Maple Street, Montrose, PA.

**SHERIFF'S SALE
MORTGAGE FORECLOSURE
JANUARY 28, 2020**

IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY, upon Judgment entered therein, there will be exposed to public sale and outcry in the Sheriff's Office, Susquehanna County Courthouse Montrose, Pennsylvania, the following described real estate, to wit:

**SALE DATE AND TIME
01-28-2020 9:00 AM**

Writ of Execution No.:
2019-1214 CP
PROPERTY ADDRESS: 204
Owego Street
Montrose, PA 18801

LOCATION: Montrose Borough
Tax ID #: 124.13-1,074.00,000
IMPROVEMENTS: ONE – TWO
STORY WOOD FRAMED
DWELLING
ONE – 12 X 10 WOOD FRAMED
SHED
DEFENDANTS: Paul J. Henry
ATTORNEY FOR PLAINTIFF:
Edward McKee, Esq
(215) 572-8111

NOTICE

The Sheriff shall not be liable for loss or damage to the premises sold resulting from any cause whatsoever and makes no representation or warranty regarding the condition of the premises. **Notice** is hereby given and directed to all parties in interest and claimants that a Schedule of Distribution will be filed by the Sheriff no later than 30 days after the sale and that distribution will be made in accordance with that Schedule unless exceptions are filed thereto within ten (10) days thereafter. Full amount of bid plus poundage must be paid on the date of the sale by 4:30 p.m. or deed will not be acknowledged. For details on individual Sheriff Sales please go



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Lance M. Benedict,
Susquehanna County Sheriff

12/6/2019 • 12/13/2019 • 12/20/2019

**SHERIFF'S SALE
MORTGAGE FORECLOSURE
JANUARY 28, 2020**

IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY, upon Judgment entered therein, there will be exposed to public sale and outcry in the Sheriff's Office, Susquehanna County Courthouse Montrose, Pennsylvania, the following described real estate, to wit:

**SALE DATE AND TIME
01-28-2020 9:30 AM**

Writ of Execution No.:
2019-1230 CP

PROPERTY ADDRESS: 253

Antler Drive

Meshoppen, PA 18630

LOCATION: Auburn Township

Tax ID #: 232.00-1,030.00,000

IMPROVEMENTS ONE - TWO

STORY WOOD FRAMED

DWELLING

ONE - 12 X 40 CLOSED FRAME
SHED

ONE - 10 X 20 CLOSED FRAME
SHED

DEFENDANTS: John A.
Wagner(Deceased); Dorothy M.
Bartashus

ATTORNEY FOR PLAINTIFF:
Meredith Wooters, Esq
(614) 222-4921

NOTICE

The Sheriff shall not be liable for loss or damage to the premises sold resulting from any cause whatsoever and makes no representation or warranty regarding the condition of the premises. **Notice** is hereby given and directed to all parties in interest and claimants that a Schedule of Distribution will be filed by the Sheriff no later than 30 days after the sale and that distribution will be made in accordance with that Schedule unless exceptions are filed thereto within ten (10) days thereafter. Full amount of bid plus poundage must be paid on the date of the sale by 4:30 p.m. or deed will not be acknowledged. For details on individual Sheriff Sales please go to: www.susquehannasheriff.com/sheriffsales.html

Lance M. Benedict,
Susquehanna County Sheriff

12/6/2019 • 12/13/2019 • 12/20/2019

MORTGAGES AND DEEDS

*RECORDED FROM NOVEMBER 27, 2019 TO DECEMBER 4, 2019
ACCURACY OF THE ENTRIES IS NOT GUARANTEED.*

MORTGAGES

Information:	Consideration: \$30,000.00
Mortgagor: ENDY, MICHAEL 2 - FEELEY, MARGARET E	Mortgagee: HONESDALE NATIONAL BANK
Locations: Parcel # 1 - 171.07-1,006.00,000.	Municipality ARARAT TOWNSHIP
Information:	Consideration: \$100,000.00
Mortgagor: PARRISH, GUY L 2 - PARRISH, KAREN L	Mortgagee: HONESDALE NATIONAL BANK
Locations: Parcel # 1 - N/A	Municipality BRIDGEWATER TOWNSHIP
Information: OPEN-END MTG	Consideration: \$160,000.00
Mortgagor: FRIENDSVILLE FARMS LLC	Mortgagee: FIRST CITIZENS COMMUNITY BANK
Locations: Parcel # 1 - 084.00-1,025.00,000.	Municipality FOREST LAKE TOWNSHIP
Information:	Consideration: \$171,391.00
Mortgagor: EVANS, ZACHARY A 2 - EVANS, DANIELLE N	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - HOMESTEAD FUNDING CORP
Locations: Parcel # 1 - 024.02-1,045.00,000.	Municipality CHOCONUT TOWNSHIP
Information:	Consideration: \$167,500.00
Mortgagor: PROGRESSIVE PROPERTIES LLC	Mortgagee: PASCOE, THOMAS A 2 - PASCOE, KATHLEEN K
Locations: Parcel # 1 - 124.13-1,030.00,000.	Municipality MONTROSE
Information:	Consideration: \$189,999.00
Mortgagor: PLITT, SEAN W 2 - SPADINE, DANIELLE	Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 2 - MORTGAGE RESEARCH CENTER LLC (DBA) 3 - VETERANS UNITED HOME LOANS
Locations: Parcel # 1 - 196.00-2,017.00,000.	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$75,000.00
Mortgagor: PARRISH, GUY L 2 - PARRISH, KAREN L	Mortgagee: HONESDALE NATIONAL BANK
Locations: Parcel # 1 - N/A	Municipality BRIDGEWATER TOWNSHIP
Information:	Consideration: \$120,000.00
Mortgagor: DAVIS, ALICE M	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 157.00-1,014.00,000.	Municipality RUSH TOWNSHIP
Information:	Consideration: \$16,200.00
Mortgagor: ASTEGHER, HOLLY J 2 - ASTEGHER, ROBERT	Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY
Locations: Parcel # 1 - 265.00-1,008.00,000.	Municipality CLIFFORD TOWNSHIP

Information: Mortgagor: SMITH, DAVID T 2 - SMITH, HEATHER Y Locations: Parcel # 1 - 126.05-1,014.01,000.	Consideration: \$80,000.00 Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY Municipality BRIDGEWATER TOWNSHIP
Information: Mortgagor: TOMPKINS, NATHANAEL D 2 - TOMPKINS, MARSHA Locations: Parcel # 1 - 207.00-1,004.00,000.	Consideration: \$150,000.00 Mortgagee: PEOPLES SECURITY BANK AND TRUST COMPANY Municipality GIBSON TOWNSHIP
Information: Mortgagor: VISIONS FEDERAL CREDIT UNION Locations: Parcel # 1 - 025.00-2,059.00,000.	Consideration: \$67,000.00 Mortgagee: KLEIN, FRANCIS JOHN III 2 - KLEIN, BETH ANNE Municipality SILVER LAKE TOWNSHIP
Information: Mortgagor: WOODEN, SHERMAN F 2 - WOODEN, CYNTHIA A 3 - WOODEN, DELBERT JR Locations: Parcel # 1 - 159.00-3,001.00,000.	Consideration: \$93,097.33 Mortgagee: PNC BANK Municipality DIMOCK TOWNSHIP
Information: Mortgagor: WHITE, MARGARET A 2 - WHITE, SETH Locations: Parcel # 1 - 255.07-1,020.00,000.	Consideration: \$109,000.00 Mortgagee: VISIONS FEDERAL CREDIT UNION Municipality SPRINGVILLE TOWNSHIP
Information: Mortgagor: BEARDSLEY, JASON G 2 - BEARDSLEY, ALICIA M 3 - BEARDSLEY PROPERTIES LLC Locations: Parcel # 1 - N/A 2 - N/A	Consideration: \$90,000.00 Mortgagee: KELLY, BLAKE A 2 - KELLY, ANDREW J Municipality LENOX TOWNSHIP BRIDGEWATER TOWNSHIP
Information: Mortgagor: GORICK, DUSTIN M Locations: Parcel # 1 - 032.00-2,043.00,000. 2 - 069.00-2,069.00,000.	Consideration: \$132,000.00 Mortgagee: AGCHOICE FARM CREDIT Municipality GREAT BEND TOWNSHIP FRANKLIN TOWNSHIP
Information: Mortgagor: HJ PAWTER PROPERTIES LLC Locations: Parcel # 1 - 264.02-1,006.00,000.	Consideration: \$230,000.00 Mortgagee: PS BANK Municipality CLIFFORD TOWNSHIP



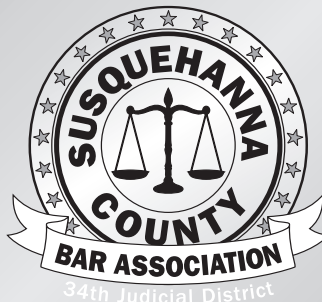
DEEDS

Information: HYDROCARBON CONVEYANCE	Consideration: \$10.00
Grantor: COTTON CREEK MARCELLUS PARTNERS LTD	Grantee: MARCELLUS SHALE LLC
	2 - PATTERSON/LINDER INVESTMENT PARTNERSHIP
	3 - GMYFW NO 2 LP
	4 - SUMMIT COVE INVESTMENTS LP
	5 - BERRY BARNETT LP
	6 - MAIBACH INVESTMENTS LP
	7 - THERON INVESTMENTS LLC
	8 - BLUESTEM PARTNERS LP
	9 - RCD INVESTMENTS NO 2 LTD
	10 - ROBERT STILES
	11 - PSACK LTD
	12 - RUTHS CHRIS PARTNERSHIP
	13 - SHERMAN FAMILY LIMITED PARTNERSHIP
	14 - MAXINE KAY CREATH
	15 - BEB LIMITED PARTNERSHIP LLLP
	16 - GREGORY B BATEN TRUST
	17 - BKB CAPITAL LTD
	18 - GUS MICHAEL VRATSINAS FAMILY TRUST
	19 - COTTON CREEK CAPITAL MANAGEMENT LLC

Locations: Parcel #	Municipality
1 - 221.00-1,004.07,000.	LATHROP TOWNSHIP
2 - 165.00-2,016.01,000.	HARFORD TOWNSHIP
3 - 237.00-1,051.00,000.	SPRINGVILLE TOWNSHIP
4 - 207.00-1,021.00,000.	GIBSON TOWNSHIP
5 - 219.00-1,001.00,000.	SPRINGVILLE TOWNSHIP
6 - 219.00-1,002.00,000.	SPRINGVILLE TOWNSHIP
7 - 219.00-1,003.00,000.	SPRINGVILLE TOWNSHIP

Information: HYDROCARBON CONVEYANCE	Consideration: \$10.00
Grantor: COTTON CREEK MARCELLUS PARTNERS LTD	Grantee: SRW INVESTMENTS LTD
	2 - GGM EXPLORATION INC
	3 - COLLINS PERMIAN LP

Locations: Parcel #	Municipality
1 - 221.00-1,004.07,000.	LATHROP TOWNSHIP
2 - 165.00-2,016.01,000.	HARFORD TOWNSHIP
3 - 237.00-1,051.00,000.	SPRINGVILLE TOWNSHIP
4 - 207.00-1,021.00,000.	GIBSON TOWNSHIP
5 - 219.00-1,001.00,000.	SPRINGVILLE TOWNSHIP



Information: HYDROCARBON CONVEYANCE Grantor: COTTON CREEK MARCELLUS PARTNERS II LTD	Consideration: \$10.00 Grantee: MEHLMANN FAMILY LTD 2 - PATTERSON/LINDER INVESTMENT PARTNERSHIP 3 - THE CUPP INVESTMENT COMPANY LIMITED PARTNERSHIP LLLP 4 - CREATH, MAXINE KAY 5 - AVONDET, L KEVIN 6 - THE BROKINTON FAMILY LLC 7 - GMYFW NO 2 LP 8 - BEB LIMITED PARTNERSHIP LLLP 9 - JONES, KENNETH C 10 - SHERMAN FAMILY LIMITED PARTNERSHIP 11 - MAIBACH INVESTMENTS LP 12 - GRETCHEN C BRASCH IRREVOCABLE ASSET TRUST 13 - SSD INVESTMENT COMPANY LTD 14 - REINER A BRASCH IRREVOCABLE ASSET TRUST 15 - HAARLOW, BLAIR R 16 - COTTON CREEK CAPITAL MANAGEMENT LLC
Locations: Parcel # 1 - 221.00-1,004.07,000. 2 - 165.00-2,016.01,000. 3 - 237.00-1,051.00,000. 4 - 207.00-1,021.00,000. 5 - 219.00-1,001.00,000.	Municipality LATHROP TOWNSHIP HARFORD TOWNSHIP SPRINGVILLE TOWNSHIP GIBSON TOWNSHIP SPRINGVILLE TOWNSHIP

Information: HYDROCARBON CONVEYANCE Grantor: COTTON CREEK MARCELLUS PARTNERS II LTD	Consideration: \$10.00 Grantee: SRW INVESTMENTS LTD
Locations: Parcel # 1 - 221.00-1,004.07,000. 2 - 165.00-2,016.01,000. 3 - 237.00-1,051.00,000. 4 - 207.00-1,021.00,000. 5 - 219.00-1,001.00,000.	Municipality LATHROP TOWNSHIP HARFORD TOWNSHIP SPRINGVILLE TOWNSHIP GIBSON TOWNSHIP SPRINGVILLE TOWNSHIP

Information: Grantor: BOMAN, LORI A	Consideration: \$1.00 Grantee: BOMAN JR, CHARLES E
Locations: Parcel # 1 - N/A	Municipality JACKSON TOWNSHIP

Information: Grantor: GLOVER, JENNIFER (NBM) 2 - CUTSOGEOGE, JENNIFER	Consideration: \$200,000.00 Grantee: FRIENDSVILLE FARMS LLC
Locations: Parcel # 1 - 084.00-1,025.00,000.	Municipality FOREST LAKE TOWNSHIP

Information: Grantor: PONCZEK, GLORIA (NBCON) 2 - VAUTER, GLORIA 3 - STASKAVAGE, ANGELA VAUTER (NBCON) 4 - VAUTER, ANGELA	Consideration: \$1,050,000.00 Grantee: ELK MOUNTAIN SKI RESORT INC
Locations: Parcel # 1 - 209.00-1,055.00,000.	Municipality HERRICK TOWNSHIP

Information: Grantor: CUSELLA, CARL J 2 - CUSELLA, NANCY C	Consideration: \$180,412.00 Grantee: EVANS, ZACHARY A 2 - EVANS, DANIELLE N
Locations: Parcel # 1 - 024.02-1,045.00,000.	Municipality CHOCONUT TOWNSHIP

Information:	Consideration: \$250,000.00
Grantor: PASCOE, THOMAS A 2 - PASCOE, KATHLEEN K	Grantee: PROGRESSIVE PROPERTIES LLC
Locations: Parcel # 1 - 124.13-1,030.00,000.	Municipality MONTROSE
Information:	Consideration: \$186,000.00
Grantor: FARGO, CHARLES S III	Grantee: PLITT, SEAN W 2 - SPADINE, DANIELLE
Locations: Parcel # 1 - N/A	Municipality AUBURN TOWNSHIP
Information:	Consideration: \$120,000.00
Grantor: JUD, GERALD J (ESTATE AKA) 2 - JUD, GERALD JOHN 3 - JUD, CAROL 4 - VIRGINIA JUD TESTAMENTARY (TRUST) 5 - JUD, GEORGEANNE 6 - BAKER, AMIRA 7 - BAKER, DANIEL 8 - BAKER, SHEMS	Grantee: DAVIS, ALICE M
Locations: Parcel # 1 - 157.00-1,014.00,000.	Municipality RUSH TOWNSHIP
Information:	Consideration: \$1.00
Grantor: CAREY, ROBERT R	Grantee: LESLIE, PHYLLIS
Locations: Parcel # 1 - N/A	Municipality SPRINGVILLE TOWNSHIP
Information:	Consideration: \$7,400.00
Grantor: HELLMANN, DAVID W 2 - HELLMANN, BONITA J	Grantee: HELLMANN, JEFFREY W 2 - HELLMANN, KAREN K
Locations: Parcel # 1 - 002.00-1,001.00,000.	Municipality LITTLE MEADOWS BOROUGH
Information:	Consideration: \$62,900.00
Grantor: FANNIE MAE (AKA) 2 - FEDERAL NATIONAL MORTGAGE ASSOCIATION	Grantee: SMITH, STEPHEN C
Locations: Parcel # 1 - 125.00-1,007.00,000. - -	Municipality BRIDGEWATER TOWNSHIP
Information: INT NO 35 UNIT NO 40	Consideration: \$100.00
Grantor: BREMER HOF OWNERS INC	Grantee: MONROE, HOMER 2 - MONROE, MARILYN
Locations: Parcel # 1 - N/A	Municipality HERRICK TOWNSHIP
Information: INT NO 40 UNIT NO 43	Consideration: \$100.00
Grantor: SODA, MICHELLE	Grantee: SODA, MICHELLE 2 - SODA, CYNTHIA
Locations: Parcel # 1 - N/A	Municipality HERRICK TOWNSHIP
Information:	Consideration: \$1.00
Grantor: GERONIMO, JOSEPH 2 - GERONIMO, ROSEMARIE	Grantee: THE GERONIMO FAMILY 2019 REVOCABLE TRUST
Locations: Parcel # 1 - N/A	Municipality LIBERTY TOWNSHIP
Information:	Consideration: \$1.00
Grantor: GORICK, CHRISTOPHER D 2 - GORICK, SHARON M	Grantee: GORICK, DUSTIN M
Locations: Parcel # 1 - 032.00-2,043.00,000.	Municipality GREAT BEND TOWNSHIP

Information:	Consideration: \$87,500.00
Grantor: FEKETTE, DONNA M 2 - LOPATOFSKY, THOMAS J JR	Grantee: GORICK, DUSTIN
Locations: Parcel # 1 - N/A	Municipality FRANKLIN TOWNSHIP
Information: OIL GAS AND LIQUID OR GASEOUS HYDROCARBONS	Consideration: \$1.00
Grantor: LPR ENERGY LLC	Grantee: PENNMARC RESOURCES III LLC
Locations: Parcel # 1 - 186.00-1,060.01,000.	Municipality HARFORD TOWNSHIP
Information:	Consideration: \$168,228.00
Grantor: BARWICK POELSTRA LLC	Grantee: PENNSYLVANIA POSTAL HOLDINGS LLC
Locations: Parcel # 1 - 026.00-2,030.00,000.	Municipality SILVER LAKE TOWNSHIP
Information:	Consideration: \$1.00
Grantor: WALLACE, CATHERINE A	Grantee: WALLACE, MICHAEL D 2 - WALLACE, WILLIAM E 3 - WALLACE, CATHERINE A
Locations: Parcel # 1 - N/A	Municipality ARARAT TOWNSHIP
Information:	Consideration: \$45,000.00
Grantor: FEKETTE, DONNA M 2 - LOPATOFSKY, THOMAS J JR	Grantee: CHAMPANG, STEVEN 2 - CHAMPANG, TIFFANIE A
Locations: Parcel # 1 - N/A	Municipality NEW MILFORD TOWNSHIP
Information:	Consideration: \$50,000.00
Grantor: FOSTER, KEITH	Grantee: ENDY, MICHAEL 2 - FEELEY, EILEEN
Locations: Parcel # 1 - 210.00-2,009.00,000.	Municipality UNIONDALE BOROUGH
Information:	Consideration: \$18,621.00
Grantor: BLUEWATER INVESTMENT HOLDINGS LLC	Grantee: WILMINGTON SAVINGS FUND SOCIETY 2 - RESIDENTIAL CREDIT OPPORTUNITIES TRUST V-D
Locations: Parcel # 1 - 054.15-2,006.00,000.	Municipality SUSQUEHANNA
Information:	Consideration: \$1.00
Grantor: SCHLICK, LINDA J (TRUST BY TRUSTEE)	Grantee: SCHLICK, AMANDA
Locations: Parcel # 1 - 175.00-1,014.00,000.	Municipality RUSH TOWNSHIP

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