

Adams County **Legal Journal**

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IN THIS ISSUE

DEUTSCHE BANK VS. WILLIAMS

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SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 09-S-1911 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 25th day of February, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution No. 09-S-1911

ADAMS COUNTY HABITAT FOR HUMANITY, INC.

vs.

SHANNON WRIGHT & HOPE WRIGHT

10-A BONNIE FIELD CIRCLE, LOT 34B
GETTYSBURG, PA 17325
BONNEAUVILLE BOROUGH

Parcel No.: 06-009-0048B--000

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$52,802.00

Attorneys for Plaintiff

HARTMAN & YANNETTI

SEIZED and taken into execution as the property of **Shannon Wright & Hope Wright** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on March 18, 2011, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. 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.

1/28, 2/4 & 11

IN THE COURT OF
COMMON PLEAS OF
ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION—LAW
NO. 2010-S-2489
QUIET TITLE

THOMAS R. NELL, and MARCIA L. NELL, h/w, Plaintiff

vs.

L.P.G., Limited and LENNIE P. GRIM,
And all other persons claiming or having
any interest in the property herein
described, Defendant

NOTICE

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

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

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

County Referral Officer
Adams County Court House
117 Baltimore Street
Gettysburg, Pennsylvania 17325
Telephone: (717) 337-9846

2/11

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Gettysburg Area School District Board of Directors shall hold a public hearing pursuant to the provisions of the Pennsylvania School Code of 1949, as amended, for the purpose of receiving testimony and comment on the proposal to permanently close the Eisenhower Elementary School located at 120 East Broadway, Gettysburg. The hearing shall be held on March 2, 2011 at 7 o'clock p.m. in the Administration Building at 900 Biglerville Road, Gettysburg, PA.

If you are a person with a disability and wish to attend the public meeting noted above and require an auxiliary aid, service or other accommodation to participate in the proceedings, please contact David L. Nett at 334-6254, ext. 1214, to discuss how the Gettysburg Area School District may best accommodate your needs.

2/11

DEUTSCHE BANK VS. WILLIAMS

1. To be effective, a mortgage must describe the property sufficiently to enable it to be located and identified. Real estate can be described by reference to a plan, a plot, a lot number, a prior conveyance, by name, or reference to another document, such as a survey or another deed.

2. Typographical errors or slight errors in the description of the property will not nullify the effect of the recorded document. However, the complete omission of three tracts of land from the mortgage description when one tract is specifically mentioned and described, but the other three are not, is not akin to a typographical or “slight” error.

3. With respect to mortgages, in the case of conflict as to the land conveyed, the clause creating the lien will control that describing the lands, and words merely expressive of quantity must yield to a particular description by metes and bounds or by subdivisions of a survey, unless a contrary intention clearly appears.

4. A description by lot number in the first clause of a security deed must yield to an inconsistent description, in a subsequent clause (where the latter description is more particular).

5. It is well settled that, when a map or plan is referred to in a deed as showing or identifying the land described in the deed, the map or plan becomes a material and essential part of the deed, and must be treated as if copied into the deed.

6. An assignee of a mortgage can only acquire, by assignment, those rights held by the original mortgagor. The lien of a mortgage cannot be expanded or enlarged via assignment to add land not included in the original mortgage grant.

In the Court of Common Pleas of Adams County, Pennsylvania, Civil, No. 03-S-380, DEUTSCHE BANK TRUST COMPANY AMERICAS F/K/A BANKER’S TRUST COMPANY, A TRUSTEE, ET AL VS. RAYMOND B. WILLIAMS, SR. AND CANDY S. WILLIAMS.

Brian H. Smith, Esq., for Plaintiff

Edward G. Puhl, Esq., for Respondents

Raymond B. Williams, Sr. and Candy S. Williams, Defendants

Campbell, J., September 7, 2010

OPINION

Before the Court for disposition are Plaintiff’s Exceptions to the Sheriff’s Schedule of Distribution.

BACKGROUND

By single deed dated March 31, 2000, recorded April 17, 2000, Defendants acquired title to four (4) separately described tracts of land commonly and collectively known as 788 New Road, Orrtanna, Pennsylvania 17353. The Defendants gave a mortgage also dated March 31, 2000 and recorded April 17, 2000 in the amount of

\$80,750.00 to Laguna Capital Mortgage Corporation (hereinafter, “original mortgage”). The property profile report attached to Plaintiff’s exceptions to Sheriff’s Schedule of Distribution as Exhibit “B” notes that this mortgage “*covers Tract 4 only*”.

Defendants also gave a mortgage in the amount of \$14,250.00 to Respondents Gerald H. Deighton and Harry J. Blaisdell. That instrument was also dated March 31, 2000 and recorded April 17, 2000. This mortgage did not contain a specific legal description but identified the property being given as security by the street address alone.

Laguna Capital Mortgage Corporation then assigned the original Mortgage to Deutsche Bank Trust Company of Americas which assignment was recorded in Adams County Record Book 3088 at Page 85. That assignment identified the collateral as *only Tract 4*. Subsequently the original mortgage was further assigned to Deutsche Bank Trust Company Americas, f/k/a Banker’s Trust Company, as Trustee for Saxon Asset Securities Trust 2000-2, by instrument recorded on October 14, 2008 in Adams County Record Book 5296 at Page 265. In that second assignment the collateral was, for the very first time, described as being all 4 of the tracts recited in the mortgagor’s deed.¹

This case began as a mortgage foreclosure case commenced by Plaintiff against the Defendants. Plaintiff is the executing creditor in the foreclosure action. On June 4, 2010, the premises at issue was sold at Sheriff’s sale to the Plaintiff as the executing creditor.

Before the sale on June 4, 2010, Gerald Deighton and Harry Blaisdell, (“Respondents”), through their counsel, filed a Notice of Waiver of Statutory Preservation of Lien pursuant to 42 Pa. C.S. § 8152. At the Sheriff’s sale the Respondents’ attorney entered a bid sufficient to cover the debt owed Respondents, plus costs. Following the sale, Respondents’ filed a written claim with the Sheriff. Thereafter, the Sheriff’s Office prepared a Schedule of Distribution which lists Gerald Deighton and Harry Blaisdell as receiving the proceeds remaining after payment of the Sheriff’s costs.

The highest bid at the Sheriff’s sale and Plaintiff’s successful bid for the premises was \$27,200.00 well below Plaintiff’s actual judgment amount of \$90,725.23.

¹ It is also noted that this foreclosure proceeding was initiated in 2003, 5 years before this last assignment.

Plaintiff contends that its mortgage has priority and that Respondents mortgage is a second mortgage which was divested in favor of Plaintiff's mortgage at the time of the Sheriff's sale and that Plaintiffs are entitled to distribution of all net proceeds as a result. Respondents claim that they have a first mortgage with respect to Tracts 1, 2 and 3, and a second mortgage with respect to Tract 4 and contend that the Sheriff's Schedule of Distribution in this regard is accurate.

DISCUSSION

There is no question that to be effective, a mortgage must describe the property sufficiently to enable it to be located and identified. Real estate can be described by reference to a plan, a plot, a lot number, a prior conveyance, by name, or by reference to another document, such as a survey or another deed. *Hunter v. Hunter*, 20 Pa. D. & C. 3d 96, 98-99 (Pa. Com. Pl. 1989), citing *O'Connell v. Cease*, 267 Pa. 288, 110 Atl. 266 (1920). Additionally, property which is the subject of a recorded instrument is properly described where the premises have been minutely detailed by metes and bounds with a fixed monument as a starting point and streets and adjoiners were given. In such an instance someone searching the record could not be mistaken as to the property subject to the instrument. *Beckman v. Altoona Trust Co.*, 322 Pa. 545, 2 A.2d 826 (1938).

In the original mortgage to Laguna (which through multiple assignments is held now by Plaintiff), the subject land was described by providing the street address of 788 New Road, Orrtanna, Adams County, Pennsylvania, a Tax Parcel I.D. number, a metes and bounds description of *Tract 4 only*, and a reference to a survey and plat recorded in Adams County Plat Book 34 at Page 81, specifically identifying Lot No. 2 as defined on that plan (which Lot 2 thereon is Tract 4 only). The Respondents' mortgage contained only a general description of the property as 788 New Road, Orrtanna. The issue for this Court is one of priority of competing mortgages where one mortgage limits its broader general description (reference to tax parcel I.D. number and street address) of the security by inclusion of limiting language narrowing the scope and more precisely describing the land granted as only one tract, versus another mortgage which has only the general identifying information (street address) as the description of the property being granted in the instrument without further limitation.

Plaintiffs rely on *Hunter*, Supra, for the proposition that “typographical errors or slight errors in the description of the property will not nullify the effect of the recorded document.” *Hunter*, at 99. However, the complete omission of three (3) tracts of land from the mortgage description when one tract is specifically mentioned and described, but the other three are not, is not akin to a typographical or “slight” error.

Description by metes and bounds or by survey or reference to a recorded plat is clearly more precise, particular and accurate as to the specific land at issue than is reference to a street address which is assigned administratively by a Mapping Office or Postal Service, or reference to a tax parcel I.D. number which is assigned by a Tax Assessing Office. A metes and bounds description or reference to a specific lot on a recorded plat is therefore more reliable and serves to put the world on notice of the specific tract being granted in the instrument than is reference to a street address or a tax parcel I.D. number.

To illustrate the point, if the owner of four (4) parcels of land each separately described in a single deed, which four (4) parcels are collectively given one tax parcel I.D. number by the Tax Assessing Office and one street address by the Mapping Department, sells off one (1) or more of those parcels but less than all four (4) parcels and retains one (1) or more parcels for their own benefit, the parcels conveyed away are then given a new tax I.D. number and a new street address. Accordingly, those identifiers for those tracts of land are subject to change. What remains constant however, and is therefore more reliable, is the metes and bounds description (or reference to a recorded plat) which identifies that part of the earth’s surface that is the subject of the written instrument.

While this author has not been able to find any Pennsylvania authority directly on point, support for the Court’s holding is found in reviewing decisions from other jurisdictions. With respect to mortgages, “in the case of conflict as to the land covered, the clause creating the lien will control that describing the lands, and words merely expressive of quantity must yield to a particular description by metes and bounds or by subdivisions of a survey, unless a contrary intention clearly appears.” 59 C.J.S. *Mortgages* §171. A particular description of the property mortgaged will ordinarily control a

general description in case of repugnancy. See *Smith v. McCullough*, 104 U.S. 25, 26 L. Ed. 637 (1881). Further, a description by lot number in the first clause of a security deed must yield to an inconsistent description, in a subsequent clause, (where the latter description is more particular). 59 **C.J.S. Mortgages** § 171.

While this Court was also unable to find authority directly on point concerning the exclusion of a tract of land from the description in a mortgage, our Appellate Courts have addressed the effect of the exclusion or omission of a description of a separately, fully described tract of land from a deed. Those holdings are instructive here.

Where two (2) lots, each fully described, were conveyed by single indenture, and grantee and wife subsequently deeded one (1) of the lots, the deed is held to exclude the other lot not mentioned therein, even though there was a recital suggesting that the lot conveyed was “being the same premises” as land in a prior deed. *Fidelity Mortgage Guarantee Co. v. Bobb*, 306 Pa. 411, 160 A.120 (1932). The express mention of one thing in a grant implies the exclusion of another. *Id.* The same reasoning would apply to a description in a mortgage. Here Plaintiff’s original mortgage expressly and specifically described by metes and bounds Tract 4 only. It excluded or omitted any specific description or mention of Tracts 1, 2 and 3.

Further, it is well settled that, when a map or plan is referred to in a deed as showing or identifying the land described in the deed, the map or plan becomes a material and essential part of the deed, and must be treated as if copied into the deed. *Goldsmith v. Means*, 104 Pa. Super 571, 577, 158 A. 596, 599 (1932). That reasoning would also apply to a description in a mortgage. Instantly, the original mortgage made reference to a recorded plan indicating that the property granted as security was Lot 2 on the plan (which is only Tract 4 in Defendant’s deed). Tracts 1, 2 and 3 in the Defendant’s deed are not reflected on the plan referred to in the original mortgage.

This is not the case where the instrument shows one tract and the plan another as in *Lawver v. Anderson*. (cited by Plaintiff in support of its position). Here the Plaintiff’s mortgage accurately describes Tract 4 as containing 2.670 acres which is consistent with Lot 2 on the survey recorded in Plat Book 34 at Page 81 referred to in the original mortgage in favor of Plaintiffs.

To the extent Plaintiff argues that the specific description of Tract 4 by metes and bounds and by reference to a survey, when viewed together with a description by street address and tax parcel I.D. number clearly show an intention to include all four (4) tracts as the security given, this Court disagrees. The inclusion of a metes and bounds description of Tract 4 only, together with a containment clause indicating the tract contained 2.670 acres, as well as a clear reference to Lot 2 on a recorded plat plan (which is Tract 4 only), when accompanied by the omission or exclusion of any reference to or specific description of Tracts 1, 2 and 3 further defines and limits the precise land subject to Plaintiff's mortgage as being only a portion of the land generally referred to as 788 New Road. The inclusion of a particular description of Tract 4 only serves to put the world on notice that the mortgage covers not all of 788 New Road but only Tract 4 of the land commonly known as 788 New Road. Indeed, Plaintiff's own Exhibit "B" shows the original mortgage "covers Tract 4 only".

The problem for the Plaintiffs is that the mortgage description contained in the original mortgage (subsequently assigned to Plaintiffs in this case) is more precise and accurate than Plaintiff would like. One searching the records in the Adams County Recorder of Deeds Office would be put on notice that the Plaintiff's mortgage covered Tract 4 only, but not Tracts 1, 2 or 3. An assignee of a mortgage can only acquire, by assignment, those rights held by the original mortgagor. The lien of a mortgage cannot be expanded or enlarged via assignment to add land not included in the original mortgage grant.

Plaintiff next argues that its mortgage must be construed as covering all four (4) Tracts of land and must have priority over the Respondent's mortgage because the Respondent's mortgage does not contain a metes and bounds description of any of the four (4) Tracts, but only a general description of the property by street address. Respondent's description as 788 New Road is a proper and valid description of the land granted as security, See *Hunter*, Supra, even if such a general description is not preferable to this Court. The world was put on notice that Respondent's mortgage covered all tracts comprising the entirety of 788 New Road. Unlike the Plaintiff's mortgage, the Respondent's mortgage does not limit or

restrict the scope of its mortgage by further delineation of specific portions of the entire property otherwise generally known as 788 New Road. As noted, Plaintiff's mortgage does further define, limit and restrict the scope of its mortgage to only cover Tract 4.

Accordingly, although a metes and bounds description or reference to survey or recorded plat is more preferable than a general description by street address, the number on the ground or tax parcel I.D. number, the fact that Respondent's mortgage was broad in its scope covering all of 788 New Road, together with the fact that the Plaintiff's mortgage limited itself to Tract 4 as a portion of 788 New Road means the Respondents had a first mortgage with respect to Tracts 1, 2 and 3 and a second mortgage with respect to Tract 4. Plaintiff's had a mortgage only on Tract 4.

CONCLUSION

For the reasons set forth herein, the Plaintiff's Exceptions to the Sheriff's Schedule of Distribution are denied. That Schedule of Distribution is affirmed.

ORDER

AND NOW, this 7th day of September, 2010, the Plaintiff's Exceptions to the Sheriff's Schedule of Distribution are denied. That Schedule of Distribution is affirmed.

ESTATE NOTICES

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

FIRST PUBLICATION**ESTATE OF ETHEL R. KARNS, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Executor: Wm. D. Schrack, III, Esq., Law Office of Wm. D. Schrack, III, 124 West Harrisburg Street, Dillsburg, PA 17019

Attorney: Wm. D. Schrack, III, Esq., Law Office of Wm. D. Schrack, III, 124 West Harrisburg Street, Dillsburg, PA 17019

ESTATE OF MARY L. SLICK, DEC'D

Late of Huntington Township, Adams County, Pennsylvania

Co-Executors: Teresa L. Slick and Philip Soslowitz, c/o Craig A. Hatch, Esq., Gates, Halbruner, Hatch & Guise, P.C., 1013 Mumma Road, Suite 100, Lemoyne, PA 17043

Attorney: Craig A. Hatch, Esq., Gates, Halbruner, Hatch & Guise, P.C., 1013 Mumma Road, Suite 100, Lemoyne, PA 17043

SECOND PUBLICATION**ESTATE OF ESTHER MAXINE HUNT a/k/a MAXINE C. HUNT, DEC'D**

Late of Mt. Joy Township, Adams County, Pennsylvania

Executor: Daniel C. Hunt, P.O. Box 220, Corolla, NC 27927

ESTATE OF EMILY C. THOMAS, DEC'D

Late of the Borough of Greencastle, Franklin County, Pennsylvania

Executrix: Nancy E. Snyder, 33 N. Main Street, Mercersburg, PA 17236

Attorney: Steiger and Steiger, 120 North Main Street, Mercersburg, PA 17236

ESTATE OF HERMAN H. WHERLEY, DEC'D

Late of Straban Township, Adams County, Pennsylvania

ACNB Bank, formerly Adams County National Bank, P.O. Box 4566, Gettysburg, PA 17325

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

THIRD PUBLICATION**ESTATE OF LESTER E. CHRONISTER, DEC'D**

Late of the Borough of East Berlin, Adams County, Pennsylvania

Executor: Ronald E. Chronister, c/o Sharon E. Myers, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

Attorney: Sharon E. Myers, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

ESTATE OF HAROLD E. HESS, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Administratrix: Cheryl D. Potter, 1355 Biglerville Rd., Gettysburg, PA 17325

Attorney: John C. Zepp, III, Esq., P.O. Box 204, 8438 Carlisle Pike, York Springs, PA 17372

ESTATE OF ANNA MAE HOKE, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Maurice W. Hoke, 66 York Drive, New Oxford, PA 17350

Attorney: Elinor Albright Rebert, Esq., 515 Carlisle St., Hanover, PA 17331

ESTATE OF GENEVIEVE ELIZABETH NOEL a/k/a GENEVIEVE E. NOEL, DEC'D

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Executors: Kathleen A. Noel, 28 Running Brook Drive, Baltimore, MD 21244; Susan M. Noel a/k/a Susan Clark Noel, 500 Ridge Avenue, McSherrystown, PA 17344; Michael J. Noel, 11 Patwill Drive, Hanover, PA 17331

Attorney: Crabbs & Crabbs, 202 Broadway, Hanover, PA 17331

ESTATE OF ROBERT M. RUPERT, DEC'D

Late of the Borough of East Berlin, Adams County, Pennsylvania

James A. Kline, 607 West King Street, East Berlin, PA 17316

Attorney: Thomas R. Nell, Esq., 340 Nell Road, East Berlin, PA 17316

ESTATE OF MELVIN JACOB SCHRUM, JR., DEC'D

Late of Reading Township, Adams County, Pennsylvania

Executor: Mark Eugene Schrum, c/o Sharon E. Myers, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

Attorney: Sharon E. Myers, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

ESTATE OF MADELYN E. SCOTT, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Executor: Robert Scott, 640 Stone Jug Road, Biglerville, PA 17307

Attorney: Teeter, Teeter & Teeter, 108 W. Middle St., Gettysburg, PA 17325

ESTATE OF DORIS L. SMITH, DEC'D

Late of the Borough of Bonneauville, Adams County, Pennsylvania

Jeffrey R. Small, 1610 Table Rock Road, Gettysburg, PA 17325; Lorena D. Keeney, 901 Littlestown Road, Littlestown, PA 17340

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

ESTATE OF RICHARD W. STALEY, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executrix: Jean L. (Staley) Ferris, 91 Playground Avenue, Littlestown, PA 17340

Attorney: John R. White, Campbell & White, P.C., 112 Baltimore Street, Suite 1, Gettysburg, PA 17325

ESTATE OF MARGARET M. THOMAS, DEC'D

Late of Germany Township, Adams County, Pennsylvania

George W. Griffin, 5357 Klee Mill Road S, Sykesville, MD 21784; Faith L. Redmond, 110 Ulricktown Road, Littlestown, PA 17340

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

ESTATE OF ANGELO J. TOLLER, DEC'D

Late of the Borough of Bonneauville, Adams County, Pennsylvania

Executor: Troy A. Toller, 27 West Hanover Street, Gettysburg, PA 17325

IN THE COURT OF
COMMON PLEAS OF
ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION—LAW
No. 11-S-72
Action to Quiet Title

U & T, Inc., Plaintiff

vs.

LARRY L. RIPLEY and ALYSON J. TRIGLIA, their heirs, devisees, executors, administrators and assigns, Tax Claim Bureau of Adams County, Pennsylvania, Defendants

NOTICE

To: LARRY L. RIPLEY and ALYSON J. TRIGLIA

TAKE NOTICE that on January 14, 2011, Plaintiff filed a complaint to quiet title against all Defendants averring Plaintiff is the owner of the property described below. The complaint requests the Court extinguish any right, title or interest of all the Defendants, their heirs, devisees, executors, administrators, and/or assigns, of any nature whatsoever in and to the property, under and by nature of any will, deed, power of attorney, other unrecorded or lost deed or other instrument, or any other claim of right or title, and declaring Plaintiff the sole owner of the property in fee simple. The property is fully described as follows: 85 Whippoorwill Lane, Fairfield, Hamiltonban Township, Adams County, Pennsylvania.

You are hereby notified to plead to the above referenced Complaint on or before thirty (30) days from the date of this publication or a judgment will be entered against you.

NOTICE TO DEFEND AND
CLAIM RIGHTS

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

You should take this paper to your lawyer at once. If you do not have a lawyer, go to or telephone this office: County Referral Officer, Adams County Courthouse, 111 Baltimore Street,

Gettysburg, PA 17325, Telephone: (717) 334-6781. This office can provide you with information about hiring a lawyer.

If you cannot afford to hire a lawyer, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

Rebecca N. Tortorici, Esq.
Attorney for Plaintiff

2/11

IN THE UNITED STATES
DISTRICT COURT
FOR THE MIDDLE DISTRICT
OF PENNSYLVANIA

CIVIL ACTION - LAW
NO. 10-CV-02497

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE

THE UNITED STATES OF AMERICA,
Plaintiff

vs.

EDWARD D. COLEMAN & LISA E. COLEMAN, Mortgagors and Real Owners, Defendants

TO: EDWARD D. COLEMAN & LISA E. COLEMAN, MORTGAGORS AND REAL OWNERS, DEFENDANTS, whose last known address is 160 Liberty Drive, New Oxford, PA 17350. THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

You are hereby notified that Plaintiff THE UNITED STATES OF AMERICA, has filed a Mortgage Foreclosure Complaint endorsed with a notice to defend against you in the United States District Court for the Middle District of Pennsylvania, docketed to No. 10-CV-02497, wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 160 Liberty Drive, New Oxford, PA 17350, whereupon your property will be sold by the United States Marshal.

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the

Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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Gettysburg, PA 17325
717-334-7623

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2/11