



# Chester County Law Reporter

(USPS 102-900)

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# Chester County Law Reporter

(USPS 102-900)

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15 West Gay Street, 2nd Floor, West Chester, Pennsylvania 19380

[www.chescobar.org](http://www.chescobar.org)  
[lawreporter@chescobar.org](mailto:lawreporter@chescobar.org)

Telephone: 610/692-1889 Fax: 610/692-9546

**Richard Meanix, Editor**

*Assistant Editor*

Patrick M. McKenna, Esquire  
Richard Meanix, Chairperson-Publications Committee

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**Hartshorn et al. v. Big Bad Wolf Construction, Co., LLC et al.**

Home Improvement Consumer Protection Act – Unfair Trade Practices and Consumer Protection Law – Oral contract – Liquidated damages – Fraud – Negligent misrepresentation – Quantum meruit

1. The Home Improvement Consumer Protection Act requires that a notice of the right of rescission be included in a Home Improvement Contract.
2. The right of rescission under the Home Improvement Consumer Protection Act provides that an individual signing a home improvement contract shall be permitted to rescind the contract without penalty regardless of where the contract was signed, within three business days of the date of signing.
3. The Home Improvement Consumer Protection Act does not require that the rescission notice be printed in bold face nor that the print be a size of ten points or higher. Nor does the Act require that the contractor provide a fully completed notice of cancellation form in duplicate, inform the consumer of the right to cancel other than as set forth in the Act, nor does the right to cancel or rescind extend more than three business days after the date of signing the contract.
4. The Home Improvement Consumer Protection Act does not require that a contractor refund all payments made under the contract for sale.
5. The Home Improvement Consumer Protection Act recognizes that a home improvement contractor is entitled to payment for work performed and to recover unpaid charges for such work.
6. The Pennsylvania appellate courts have recognized a contractor's right to seek to recover on a *quantum meruit* claim even where the Act may otherwise not permit recovery on a contract.
7. A party shall not be barred from bringing an action based on *quantum meruit* when sounding in breach of express contract is not available.
8. Under the Unfair Trade Practices and Consumer Protection Law, a party may cancel or rescind a contract within three full business days following the day on which the contract or sale was made and by returning or holding available for return to the seller, in its original condition, any merchandise received under the contract or sale. Such notice of rescission is effective upon depositing the same in the United States mail or upon other service which gives the seller notice of rescission.
9. The Unfair Trade Practices and Consumer Protection Law requires that a seller provide notice of the right to cancel or rescind the contract next to the buyer's name or on the front page of the receipt typed in bold face type of a minimum size of ten points, that two copies of the Notice of Cancellation be provided to the buyer, and that the time limits for cancellation/rescission do not begin to run until the buyer has been provided with the copies of the Notice of Cancellation.
10. A private right of action for a violation of the Home Improvement Consumer Protection Act may be maintained.
11. In order to maintain a private right of action pursuant to § 201-9.2(a) of the Act, a

- plaintiff is required to have suffered any ascertainable loss of money or property, real or personal, as a result of a defendant's underlying violation.
12. An oral contract changing the terms of a written contract must be of such specificity and directness as to leave no doubt of the intention of the parties to change what they had previously solemnized by a formal document.
  13. The oral evidence must be of such a persuasive character that it moves like an ink eradicator across the written paper, leaving it blank so that the parties in effect start afresh in their negotiations and mutual commitments.
  14. Where a stipulated damages clause is intended as a form of punishment with the purpose to secure compliance, the principles of compensation are subordinated and the provision must fail as an unenforceable penalty.
  15. The failure to establish that a liquidated damages clause is based on an accurate pre-estimate or forecast of actual damages is fatal to the enforceability of such clause.
  16. In order to prove common law fraud, a plaintiff is required to show clear and convincing evidence of a) a representation; b) which is material to the transaction at hand; c) made falsely with knowledge of the falsity or recklessness as to whether it is true or false; d) with the intent of misleading another into relying on it; e) justifiable reliance on the misrepresentation; and, f) resulting injury from the reliance.
  17. Clear and convincing evidence means testimony that is so clear, direct, weighty, and convincing as to enable the trier of fact to come to a clear conviction, without hesitancy, of the truth of the precise facts in issue.
  18. Negligent misrepresentation includes the elements of justifiable reliance, causation and loss.
  19. Where there is no enforceable contract as defined by the Home Improvement Consumer Protection Act, a party has no right to recover on a breach of contract claim.
  20. Quantum meruit is defined as an equitable remedy to provide restitution for unjust enrichment in the amount of the reasonable value of services.
  21. The Court conducted a non-jury trial on plaintiffs' claims seeking damages related to defendants' work to finish plaintiffs' basement. Defendants filed counterclaims alleging breach of contract and quantum meruit. Following the non-jury trial, the Court found in favor of defendants and against the plaintiffs.

P.McK.

C.C.P. Chester County, Civil Action – Law, No. 2020-01370-CT; David Hartshorn and Rocio Pasion, h/w, v. Big Bad Wolf Construction Co., LLC, a/k/a BBW Construction Co., LLC and John Lee

Dennis Dunn for plaintiffs

Mary Lawrence for defendants

Verwey, J., August 29, 2023:-

DAVID HARTSHORN  
and ROCIO PASION,  
Plaintiffs

vs.

BIG BAD WOLF CONSTRUCTION CO.,  
LLC a/k/a BBW CONSTRUCTION CO.,  
LLC and JOHN LEE,  
Defendants

**THE COURT OF COMMON PLEAS  
OF CHESTER COUNTY, PA  
CIVIL ACTION**

NO.: 2020-01370-CT

**DECISION**

This matter was heard as a non-jury trial July 26-27, 2023.

**FINDINGS OF FACT**

**PLAINTIFFS’ COUNTS I, II, AND III**

1. Plaintiffs David Hartshorn and Rocio Pasion, h/w are adult individuals, husband, and wife, who reside at the property located at 728 Shagbark Drive, West Chester, Chester County, PA 19382 (the “Property”).
2. Defendant Big Bad Wolf Construction Co., LLC, a/k/a BBW Construction Co., LLC, (BBW) is a Delaware limited liability company with a place of business at 752 Dorchester Court, Smyrna, DE 19977.
3. Defendant John Lee (Defendant Lee) is an adult individual who resides at 3 Swallow Hill Road, Greenville, DE 19807.
4. At all times herein relevant, Defendant Lee was and is the owner and managing person for BBW (collectively “Defendants”) and personally participated in the transaction and actions which are the subject of this lawsuit.
5. Plaintiff Hartshorn testified that Plaintiffs interviewed home improvement contractors in 2016 for purposes of having the basement of their Property finished (Home Improvements).
6. After conducting interviews, Plaintiffs settled on hiring Defendants for the Home Improvements and a proposal was submitted to them by Defendants on or about November 2, 2016.
7. Due to funding issues, Plaintiffs did not enter into a contract with Defendants in November of 2016, but discussions between the parties continued.
8. Prior to July 30, 2018, Defendants met Plaintiffs at the Property in furtherance of their discussions regarding the Home Improvements.
9. Prior to July 30, 2018, Defendants presented Plaintiffs with a Contract for the Home Improvements (Exh. P-5).

10. The Contract sets forth the improvements to be made and the costs thereof.

11. Plaintiffs used the Contract to obtain financing from a lender for the Home Improvements.

12. Based on the Plaintiffs use of the Contract to obtain financing, the circumstantial evidence is that lender relied on Plaintiffs' representation that that the Contract was valid in providing financing to Plaintiffs for the Home Improvements.

13. After using the proposal to obtain financing for the for the Home Improvements, Plaintiffs signed the Contract on August 2, 2018 and mailed it to Defendants with a check for \$25,575.00, representing the 15% required deposit. (Exh. P-5 and P-8).

14. The Contract is deemed to have been signed and delivered by Rocio Pasion as well as David Hartshorn. (Exh. P-7).

15. Each Plaintiff was acting on behalf of both Plaintiffs at all times relevant to the issues in this case. (Exh. P-7).

16. Defendants signed the Contract on August 3, 2018.

17. The Contract is for goods and services in excess of \$25 which were sold and contracted to be sold to Plaintiffs, as buyers, as a result of, and/or in connection with Plaintiffs' meeting with Defendants in person at their residence.

18. Defendants never provided Plaintiffs with a Notice of Cancellation as defined by Pennsylvania's Unfair Trade Practices and Consumer Protection Law set forth at 73 P.S. §201-1 and following (UTPCPL). (Exh. P-5).

19. The Contract signed by the parties included a statement that, "[i]f you wish to terminate the contract, you must submit a written request within (3) business days." (Exh. P-5).

20. Plaintiffs did not tender a termination or cancellation Defendants, to rescind the Contract within three days of signing it on August 2, 2018.

21. Plaintiffs each testified that they would not have agreed to P-5 without the two visits and consultation at their home by Defendants. Upon observing the demeanor of the witnesses and considering their efforts to obtain all of the Home Improvements at no cost, the Court did not find this testimony to be credible, nor was it given any weight.

22. The Contract, in the "Description" column lists "Basement Finishing Project – 3300 Sq/Ft +/-." (Exh. P-5) (emphasis added).

23. Nowhere in the Contract does it state that the entire 3,300 square feet of Plaintiffs' basement will be finished. (Exh. P-5).

24. Defendants never represented that the entire 3,300 square feet of Plaintiffs' basement would be finished.

25. The Contract references work in areas of Plaintiffs' basement that are part of the "Basement Finishing Project" or Home Improvements, such as foundation and concrete slab inspection, wiring, and duct work. (Exh. P.5).

26. The Contract sets out the base work for the Home Improvements, such as permits, framing, electrical wiring outlets, lights, speaker wiring, HVAC work, drywall installation, finish and painting and trim work, etc., for 3,300 square feet at the price of \$42.00 per square foot.

27. The Contract also sets out a number of specialty and custom items that are either included in the base work or charged on a flat fee basis. (Exh. P-5).

28. Plaintiffs knew, as early as September 17, 2018, and when they signed the Contract that the entire 3,300 square feet would not be “finished.” (Exh. P-6, P-10, P-13).

29. Plaintiffs and Defendants at all times knew that work would be done which involved the entire basement and that certain areas would remain “unfinished.”

30. The Contract does not contain a projected completion date for the project.

31. On approximately twelve occasions after Defendants started the Home Improvements, Plaintiffs expressed their demand, belief, and/or asserted that there was an agreement that the project would be completed by August 15, 2019. (Exh. 9, p.42, 43, 44, 47, 50, 53, 62, 65, 66, 84, 93, 95).

32. There is no documentation of record in this matter that Defendants ever agreed that the project would be done by August 15, 2019, but did specifically repudiate that claim on at least 3 occasions. (Exh. 9, p. 52, 53, 93).

33. Defendants began the Home Improvements on or about February 19, 2019.

34. BBW reasonably communicated with Plaintiffs regarding delays.

35. On or about June 1, 2019, Plaintiffs informed Defendants that “moving forward no work will be done during the weekends and all workers must be out of our house by 6pm during the weekdays and no later, as this is the time for our family to be together, rest and relax.” (Exh. 9, p.53).

36. Plaintiffs restriction on the time Defendants and their subcontractors would have access to the Property to work on the Home Improvements directly contributed to delays in completing the Home Improvements.

37. On August 5, 2019, Defendants informed Plaintiffs that the main installer was no longer available due to severe car accident.

38. Plaintiffs acquiesced to the delays in completion of the Home Improvements and continued to work with Defendants through October of 2019.

39. On September 9, 2019, Plaintiffs received a Residential Certificate of Use and Occupancy from West Bradford Township (U&O) for the Home Improvements.

40. The U&O states, in part, that “the above referenced residential building has been inspected for compliance with the Uniform Construction Code.” (Exh. P-55).

41. The U&O establishes that West Bradford Township found the Home Improvements to be code compliant.

42. Plaintiffs wanted decorative diamond panels for their custom bar and assumed the cost of fabricating and installing same.

43. On October 26, 2019, Plaintiff Hartshorn informed Defendants that, “I should have the lock box mailed back to you with what money might be due to BBW, minus the diamond pyramid cost, car repair, desk repair, and the penalty for the project not being completed on time as both parties agreed to which was Thursday August 15th, which was the second revised timeline that BBW agreed to.” (Exh. 9, p.93).

44. October 26, 2019 was Defendants last day working at Plaintiffs’ home.

45. On October 28, 2019, two days after Plaintiffs set Defendants’ last day on the job, Plaintiff Hartshorn represents that he obtained a quote for “bar diamonds” for the

bar installed as part of the Home Improvements. (Exh. P-50).

46. Plaintiffs hired Electrical Plus, LLC (Electrical Plus), to replace LED lighting that had been installed by Defendants. (Exh. P-29).

47. Electrical Plus performed work on December 19, 2019, and January 30, 2020. (Exh. P-29).

48. Plaintiffs did not call any witnesses from Electrical Plus to testify regarding their services.

49. The court finds no credible evidence that replacement of the LED lighting was a result of Defendants' improper installation of the LED lighting, rather than simply being a choice made by Plaintiffs.

50. Plaintiffs hired Timothy Off Heating & Air Conditioning, Inc. (Timothy), to perform work and inspections on their heating and air conditioning systems in May of 2020. (Exh. P-48).

51. Plaintiffs represented to the Court that Timothy was paid \$636.00 to correct Defendants improper installation of the zoned heating system.

52. Plaintiffs did not call any witnesses from Timothy to testify regarding their services.

53. Timothy work order 65165 lists a number of work items and states, in part, that a "broken unit was running in heat mode because tstats [thermostats] were not set up properly." (Exh. P-48).

54. Timothy work order 65165's reference to the thermostats lacks sufficient specificity to support a conclusion that Defendants did not properly set up the thermostats.

55. Not all of the work listed in Timothy work order 65165 was related to the thermostats.

56. There is no credible evidence that all of the work listed in Timothy work order 65165 was related to work performed by Defendants.

57. Timothy work order 65165's reference to the thermostats lacks sufficient specificity to support a conclusion that the \$636.00 paid to Timothy was, in its entirety, related to the thermostats.

58. Timothy work order 65215 addresses a wiring issue related to a problem with cooling. (Exh. P-48).

59. Timothy work order 65215 lacks sufficient specificity to support a conclusion that Defendants were responsible for the wiring issue set forth in the work order.

60. There is no charge by Timothy for services related to work order 65165.

61. There is no credible evidence that all of the work listed in Timothy work order 65215 was related to work performed by Defendants.

62. Timothy work order 65215 also states that there is "[n]o charge related to repairs done yesterday [Timothy work order 65165]." (Exh. P-48).

63. There is no credible evidence that Plaintiffs were required to hire and/or pay a contractor or contractors to finish the work set forth in the Contract.

64. Richard Van Wert testified on behalf of Plaintiffs as an expert electrician and inspector.

65. Mr. Van Wert went to Plaintiffs' home to investigate Defendants electrical



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installations on September 9, 2021. (Exh. P-73, p.13).

66. Mr. Van Wert's investigation occurred approximately 630 days after Electrical Plus, LLC (Electrical Plus) finished electrical work replacing tape or LED lighting. (Exh. P-29, P-73, p.13).

67. The only installations that Mr. Van Wert was able to inspect during his investigation were those of Electrical Plus.

68. Mr. Van Wert never personally inspected any of the installations about which he testified.

69. Mr. Van Wert relied solely on information provided to him by Plaintiffs in reaching his conclusions regarding the installation of LED lighting by Defendants, including a video that purported to show smoking wires/transformer, which were obscured by a piece of wood. (Exh. P-26, P-73, p.18).

70. The court did not find that there was credible evidence that Defendants had improperly installed the LED lighting.

71. The court did not find that there was credible evidence to conclude that the purported smoking wires/transformer, was a result of a defective installation by Defendants.

72. Mr. Van Wert testified that certain wiring had not been installed properly along joists. (Exh. P-73, p.22, 66).

73. Mr. Van Wert was unable to differentiate between wiring installed prior to and during the Home Improvements. (Exh. P-73, p.66-67).

74. The final inspection of the Home Improvements electrical work at the Property was conducted on August 22, 2019.

75. The Home Improvements electrical work passed the final inspection. (Exh. P-21, P-22).

76. The wiring that Mr. Van Wert concluded was improperly installed was part of the final inspection on August 22, 2019. (Exh. 73, p.67).

77. The court did not find Mr. Van Wert to be credible based on its observation of his demeanor, response to questions, and the lack of credible information provided by Plaintiffs upon which he based his conclusions.

78. The court does not give Mr. Van Wert's testimony any weight with regard to his conclusions.

79. Plaintiffs state that that the total value of the work performed on the Home Improvements was \$178,850.00. (Complaint, ¶46; Exh. P-9, p.95).

80. Plaintiff Hartshorn referred to Defendants being required to pay a penalty or penalties no less than 22 times in emails beginning in April through and including December of 2019. (Exh. P-9, p.43, 44, 50, 54, 66, 93-95, 102).

81. Plaintiff Hartshorn sent an email stating, in pertinent part, that "to be very upfront, and clear any further delays beyond the agreed timeline, will incur a 20% *penalty* of the total value of the agreement. This is stated in BBW agreement signed by both parties at the bottom of the agreement (which is attached)." (Exh. P-9, p.66) (emphasis added).

82. In another email, Plaintiff Hartshorn stated, in pertinent part, that "our family will not exercise the total 20% *penalty* but only 5% of that *penalty* which is \$8,942.50,

plus the cost to repair/other deductions listed below.” (Exh. P-9, p.95) (emphasis added).

83. In a third email, Plaintiff Hartshorn stated, in pertinent part, that “[a]s we have stated in writing to you even before the project was completed Rocio and I exercised our right in the signed agreement by both parties communicated the 20% *penalty* of the total value of the agreement” and further that “since you have the issue we are demanding from you and BBW the other 15% *penalty* which should be paid ASAP to close this matter out, plus any and all legal fees and cost and maybe treble damages.” (Exh. P-9, p.102) (emphasis added).

84. Plaintiffs believed the “20% of total contract value” to be paid for a breach of the Contract, to be a penalty. (Exh. P-9, p.43, 44, 50, 54, 66, 93-95, 102).

85. There is no evidence of record that Plaintiffs made a reasonable forecast of anticipated damages or that damages were too difficult to anticipate as their basis for concluding that the “20% of total contract value” to be paid for a breach of the Contract.

86. Plaintiff Hartshorn sent an email to Defendants stating that,

*[a]s stated above our family will not exercise the total 20% penalty but only 5% of that penalty which is \$8,942.50, plus the cost to repair/other deductions listed below ... BBW Owes the Client/Home Owner (David and Rocio) for the six items above \$5,775.01 Those two amount come to \$14,717.51. Based on the final 15% payment that was supposed to be due under the agreement of \$25,575, if the project was completed by the morning of Thursday, August 15, 2019, minus the \$14,717.51 that final payment amount is \$10,857.49 ... With that, the last and final check for the project to BBW will be \$12,057.49.*

(Exh. P-9, p. 95) (emphasis added).

87. Plaintiff unilaterally imposed a penalty of 20% of the contract price on Defendants as liquidated damages for failing to finish the project by August 15, 2019, a modification of the Contract that was never agreed to by Defendants. (Exh. P-9, p.95).

88. Plaintiff voluntarily reduced the purported 20% penalty to 5% or \$8,942.50. (Exh. P-9, p.95).

89. Plaintiffs unilaterally deducted the cost of the barn door hardware (\$1,200.00), diamond bar pyramids (\$2,760.00), outlet covers (\$100.00), and a broken replacement window (\$200.00), totaling \$4,260.00, from the final payment that was due to Defendant. (Exh. P-9, p.95).

90. Defendants did not credibly contest the \$4,260.00 deduction for costs assumed by Plaintiffs, from the last payment.

91. Plaintiffs unilaterally deducted the cost of repairs to a family desk (\$420.00) and their car (\$1,095.01), totaling \$1,515.01, from the final payment that was due to Defendant. (Exh. P-9, p.95).

92. The Contract did not include work to be performed on any desk or vehicle owned by Plaintiffs.

93. Plaintiffs Complaint did not include a count for property damage.

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94. Plaintiffs allege that Defendants damaged a desk belonging to them.

95. Plaintiff Hartshorn was aware that Defendants had insurance that would cover property damage, such as that alleged to be incurred by the desk.

96. There is no evidence that Plaintiffs submitted a claim to cover the alleged damage to the desk.

97. Plaintiffs also allege that Defendants damaged their family car.

98. There is no evidence that Plaintiffs filed a police report regarding the alleged damage to their vehicle.

99. The family desk and car were never part of the Contract.

100. Defendant has nonetheless agreed to pay for the damage to the family desk and car.

101. Plaintiffs unilaterally deducted a total of \$14,717.51 from the final payment of \$25,575.00, which Plaintiffs acknowledged as being due to Defendants. (Exh. P-9, p.95).

102. Plaintiffs sent Defendants an email dated January 3, 2020, and letter dated January 14, 2020, purporting to “cancel” the Contract relied upon to obtain financing, and demanding the return of \$164,079.99. (Exh. P-2).

103. Defendants did not pay Plaintiffs’ \$164,079.99.

104. There is no evidence of record that Plaintiffs informed their lender that they believed the Contract upon which the loan for the Home Improvements was based, was cancelled.

105. Plaintiffs have no ascertainable losses as a result of Home Improvement project.

106. Defendants contend that they performed substantially all of the work called for under the Contract and are entitled to keep all of the money Plaintiffs have paid plus additional funds based upon claims of breach of contract and *quantum meruit* with allegations of unjust enrichment.

#### DEFENDANTS’ COUNTERCLAIMS

96. The Contract is for Home Improvements.

97. In December of 2019, after completing the Home Improvements, Defendants destroyed all records related to that project.

98. On April 22, 2020 Defendant BBW sent Plaintiffs a final invoice in the amount of \$13,412 that was purportedly owed on the Contract. (Exh. D-14).

99. Plaintiffs failed to pay the final invoice.

100. BBW provided Plaintiffs an estimate for the basement renovation to take 12 weeks.

101. The renovation construction started on February 19, 2019.

102. On September 9, 2019 a Certificate of occupancy was obtained.

103. On October 24, 2019, BBW completed the installation of the final cabinet doors and bar lighting and the Plaintiffs told BBW to leave the lock box and mail the Plaintiffs the code so that he could mail back the lock box and the final payment. (Exh. D-6).

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2023

Name to be changed from: Callie Jean Rini to:  
Callie Jean Hoefler

Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

JEAN M. DORTON, Attorney for Petitioner  
1806 Worthington Drive  
Exton, PA 19341

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**CHANGE OF NAME NOTICE  
IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA  
CIVIL ACTION**

**LAW NO. 2023-04900-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Anahita Jahromi Merritt on behalf of minor child Trevor Jahromi Merritt was filed in the above-named court and will be heard on Monday, October 16, 2023 at 2:00:00 PM, in Courtroom 16 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Friday, July 14, 2023

Name to be changed from: Trevor Jahromi Merritt to: Trey Jahromi Merritt

Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

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**CHANGE OF NAME NOTICE  
IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA**

**CIVIL ACTION**

**LAW NO. 2023-06355-NC**

NOTICE IS HEREBY GIVEN that the Petition for a Change of Name has been filed in the above-named Court, praying for a decree to change the name of KENNEDY CECCELIA MAYOCK to TRISTAN RICHARD MAYOCK. The Court has fixed 12/18/23, at 2:00 p.m., in Courtroom 3, Chester County Justice Center, 201 W. Market St., West Chester, Pennsylvania, as the time and place for the hearing of said Petition, when and where all persons interested may appear and show cause, if any they have, why the prayer of the said Petition should not be granted. VISHAL DOBARIA, Atty., for Petitioner, LAW OFFICES OF JENNIFER J. RILEY, 585 Skippack Pike, #200, Blue Bell, PA 19422, 215.283.5080

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**CHANGE OF NAME NOTICE  
IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA  
CIVIL ACTION**

**LAW NO. 2023-07310-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Zachary Michael Block was filed in the above-named court and will be heard on Monday, December 18, 2023. at 2:00:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Friday, September 22, 2023

Name to be changed from: Zachary Michael Block to: Riley Noelle Block

Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

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**CHANGE OF NAME NOTICE  
IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA**

**CIVIL ACTION**

**LAW NO. 2023-07064-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Callie Jean Rini was filed in the above-named court and will be heard on Monday, December 18, 2023 at 2:00:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.  
Date of filing the Petition: Monday, September 18,

**CORPORATION NOTICE**

Notice is hereby given that Articles of Inc. were filed with the Dept. of State on 9/27/23 for DROL Corporation, a corp. organized under the PA Business Corp. Law of 1988.

**DISSOLUTION NOTICE**

NOTICE IS HEREBY GIVEN that Universal Aviation Management Group, Inc. a Pennsylvania corporation with its registered office at 3 Lindbergh Blvd, Coatesville, PA 19320, is now engaged in winding up and settling the affairs of said corporation. The corporation will be filing Articles of Dissolution with the Commonwealth of Pennsylvania at Harrisburg, PA, so that its corporate existence shall be ended by issuance of a Certificate of Dissolution by the Department of State under the provisions of the Business Corporation Law of 1988 (as amended).  
**MCNEES WALLACE & NURICK LLC**  
 Attorneys at Law  
 100 Pine Street  
 Harrisburg, PA 17101

**ESTATE NOTICES**

*Letters Testamentary or of Administration having been granted in the following Estates, all persons having claims or demands against the estate of the said decedents are requested to make known the same and all persons indebted to the said decedents are requested to make payment without delay to the respective executors, administrators, or counsel.*

**1st Publication**

**ANDERSON**, Mary Megargee, late of Tredyffrin Township. Andrew Gilbert Anderson, c/o The Glenmede Trust Co., Attn.: Isabel Albuquerque, 1650 Market St., Ste. 1200, Philadelphia, PA 19103, care of **MATTHEW D. GILBERT**, Esquire, 1275 Drummers Ln., Ste. 210, Wayne, PA 19087, Executor. **MATTHEW D. GILBERT**, Esquire, Gadsden Schneider & Woodward LLP, 1275 Drummers Ln., Ste. 210, Wayne, PA 19087, atty.

**ANDERSON**, ROBERT W., late of Easttown Township. Katharine W. Brumfield, care of **ELAINE T. YANDRISEVITS**, Esquire, 131 W. State St., P.O. Box 50, Doylestown, PA 18901, Administratrix. **ELAINE T. YANDRISEVITS**, Esquire, Antheil, Maslow & MacMinn, LLP, 131 W. State St., P.O. Box 50, Doylestown, PA 18901, atty.

**CARTLEDGE**, Mary V., late of Lower Oxford Township. Mary P. Logiurato, care of **GUY F. MATTHEWS**, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Executrix. **GUY F. MATTHEWS**, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, Media, PA 19063, atty.

**CLAFFY**, Joseph F., a/k/a Joseph Francis Claffy, Jr. and Joseph F. Claffy, Jr., late of Pocopson Township. Jay G. Fischer, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, care of **JAY G. FISCHER**, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. **JAY G. FISCHER**, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

**CLIFFORD**, Kathleen, a/k/a Kathleen R. Clifford, late of West Goshen Township. William F. Clifford, care of **NANCY W. PINE**, Esquire, 104 S. Church St., West Chester, PA 19382, Executor. **NANCY W. PINE**, Esquire, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382, atty.

**CLIFTON**, William R., late of West Bradford Township. Daniel J. Clifton, care of **KARYN L. SEACE**, CELA, Esquire, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, Executor. **KARYN L. SEACE**, CELA, Esquire, Seace Elder Law, PLLC, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, atty.

**ELDRETH**, David C., late of Oxford. Faye A. Eldreth, care of **R. SAMUEL McMICHAEAL**, Esquire, P.O. Box 296, Oxford, PA 19363, Executrix. **R. SAMUEL McMICHAEAL**, Esquire, P.O. Box 296, Oxford, PA 19363, atty.

**GARZARELLA**, John Joseph, late of Berwyn. Donna DeLuca, 104 John Robert Thomas Drive, Exton, PA 19341, Executrix.

**GOODMAN**, Gerard J., a/k/a Jerry Goodman, late of Phoenixville Borough. Mary T. Sullivan, care of **KELLY C. HAYES**, Esquire, 30 Cassatt Ave., Berwyn, PA 19312, Executrix. **KELLY C. HAYES**, Esquire, Kelly C. Hayes McAndrews, Mehalick, Connolly, Hulse & Ryan, P.C., 30 Cassatt Ave., Berwyn, PA 19312, atty.

**HUNTER**, Tammy J., a/k/a Tammy Jean Hunter, late of Honey Brook Borough. Judith Hunter-Beck, 25862 State Route 267, Friendsville, PA 18818, care of **ANITA M. D'AMICO**, Esquire, 65 S. Third St., Oxford, PA 19363, Administratrix. **ANITA M. D'AMICO**, Esquire, D'Amico Law, P.C., 65 S. Third St., Oxford, PA 19363, atty.

**JONES, III**, Marshall L., a/k/a Marshall Lloyd Jones, III, late of Westtown Township. Barbara L. Menkins, care of CHRISTOPHER M. BROWN, Esquire, 1240 West Chester Pike, Ste. 210, West Chester, PA 19382, Executrix. CHRISTOPHER M. BROWN, Esquire, Law Offices of Christopher M. Brown, PLLC, 1240 West Chester Pike, Ste. 210, West Chester, PA 19382, atty.

**KEPIRO, JR.**, Stephen, late of Highland Township. Marjorie K. Boyes and Diane K. Windle, care of JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkesburg, PA 19365, Executors. JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkesburg, PA 19365, atty.

**KVERAGAS, JR.**, John E., late of Penn Township. Traci Kveragas, care of CARRIE A. S. KENNEDY, Esquire, 171 W. Lancaster Ave., Paoli, PA 19301, Executrix. CARRIE A. S. KENNEDY, Esquire, Connor, Weber & Oberlies, 171 W. Lancaster Ave., Paoli, PA 19301, atty.

**McCARTER**, Robert K., late of West Goshen Township, West Chester, PA. Robert C. Johnson, 537 Newtown Road, Berwyn, PA 19312, Executor.

**McDONALD**, June A., late of Franklin Township. Patricia M. Valentine and Timothy D. McDonald, care of KRISTEN R. MATTHEWS, Esquire, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, Executors. KRISTEN R. MATTHEWS, Esquire, Kristen Matthews Law, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, atty.

**McFARLAND**, Patricia Anne, a/k/a Pat and Patty, late of West Chester. Mary Murray, 322 Crescent Hill Drive, Havertown, PA 19083, Executor.

**MIGDAL**, Marian S., late of Borough of Downingtown. Maryanne Russell, 1713 Reed Street, Coatesville, PA 19320, care of ALAN J. JARVIS, Esquire, 101 Birch Drive, Downingtown, PA 19335, 610-384-1151, Executrix. ALAN J. JARVIS, Esquire, 101 Birch Drive, Downingtown, PA 19335, 610-384-1151, atty.

**MILLER**, Frederick B., late of Coatesville City. Jennifer L. Miller and Stacy M. Kerns, care of KRISTEN R. MATTHEWS, Esquire, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, Executrices. KRISTEN R. MATTHEWS, Esquire, Kristen Matthews Law, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, atty.

**NARDONE**, Maria, late of West Chester. Leonard Nardone, Jr., 431 Keebler Road, King of Prussia, PA 19406, care of DANIEL F. MONAHAN, Esquire, 350 Eagleview Blvd. Suite 150, Exton, PA 19341,

Executor. DANIEL F. MONAHAN, Esquire, Brandywine Estate and Elder Law, 350 Eagleview Blvd. Suite 150, Exton, PA 19341, atty.

**NILESKI**, Nell W., a/k/a Nell Nileski, late of Oxford Borough. James Mark Yarnall, care of WINIFRED MORAN SEBASTIAN, Esquire, PO Box 381, 208 E. Locust Street, Oxford, PA 19363, Executor. WINIFRED MORAN SEBASTIAN, Esquire, Firm, PO Box 381, 208 E. Locust Street, Oxford, PA 19363, atty.

**POPOJ**, Baldwin H., late of Upper Uwchian Township. Elizabeth T. Stefanide, 339 West Baltimore Avenue, Media, PA 19063, care of ELIZABETH T. STEFANIDE, Esquire, 339 West Baltimore Avenue, Media, PA 19063, Administratrix. ELIZABETH T. STEFANIDE, Esquire, 339 West Baltimore Avenue, Media, PA 19063, atty.

**POTTS**, Ralph Neil, late of Riverside, California. Brian Vance Potts, care of HOLLY S. FILIUS, Esquire, 101 North Pointe Blvd Suite 202, Lancaster, PA 17601, Administrator. HOLLY S. FILIUS, Esquire, Russell, Krafft and Gruber, LLP, 101 North Pointe Blvd Suite 202, Lancaster, PA 17601, atty.

**RASPANTI**, Ann, late of Downingtown. Edmund J. Raspanti Jr., 112 Skyline Drive, Downingtown, PA 19335, Executor.

Letters Testamentary have been granted in the Estate of Donald F. **REICE**, late of East Pikeland Township. All persons having claims or demands on the Estate are requested to make them known, and all persons indebted to the said decedent are requested to make payment without delay.

Bronwyn Reice, c/o The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, Personal Representative. Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, Attorney.

**SEITZ**, Dorothy K., late of West Brandywine Township. Mark Erwin, care of KRISTEN R. MATTHEWS, Esquire, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, Executor. KRISTEN R. MATTHEWS, Esquire, Kristen Matthews Law, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, atty.

ESTATE OF Felicia Howard **SPANN**, aka Felicia M. Spann, deceased, late of Coatesville. Letters of Administration on the Estate of the abovenamed Randy S. Suber, deceased, having been granted to the undersigned, all persons having claims or demands against the Estate of the said Decedent are requested to make known the same, and all persons indebted to



the said Decedent to make payment without delay, to Administrator: Randy S. Suber  
Attorney:

BRUCE W. LAVERTY, Esquire  
Laverty, Abele & Russell, LLC  
1398 Wilmington Pike, Suite B  
West Chester, PA 19382

**TARAN, SR.**, Robert James, late of West Sadsbury Township. Robert James Taran, Jr., care of JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkesburg, PA 19365, Executor. JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkesburg, PA 19365, atty.

**TART**, Jacqueline K., late of East Goshen Township. Linda T. Franklin, 1122 Queens Way, West Chester, PA 19382 and Lois Armbrecht, 9 Boysenberry Dr., Hockessin, DE 19707, care of MAUREEN A. OSTIEN, Esquire, 390 Waterloo Blvd., Ste. 210, Exton, PA 19341, Administratrices. MAUREEN A. OSTIEN, Esquire, Lubker Ostien Law, LLC, 390 Waterloo Blvd., Ste. 210, Exton, PA 19341, atty.

Letters Testamentary have been granted in the Estate of Joseph C. **WHISLER, JR.**, late of West Caln Township. All persons having claims or demands on the Estate are requested to make them known, and all persons indebted to the said decedent are requested to make payment without delay. Virginia Glassman, c/o The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, Personal Representative. Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, Attorney.

## 2nd Publication

**BEARD**, Catherine Mary, late of North Coventry Township. Connor Beard, 13 Halteman Rd., Pottstown, PA 19465, care of STEVEN M. ZELINGER, Esquire, 1650 Market St., Ste. 3600, Philadelphia, PA 19103, Administrator. STEVEN M. ZELINGER, Esquire, Steven M. Zelinger, LLC, 1650 Market St., Ste. 3600, Philadelphia, PA 19103, atty.

**BURG**, James R., late of Westtown Township. Debora A. Dello Buono, 207 Piedmont Road, West Chester, PA 19382, care of DEIRDRE A. AGNEW, Esquire, 1450 East Boot Rd., Bldg 400A, West Chester, PA 19380, Executrix. DEIRDRE A. AGNEW, Esquire, Law Offices of Deirdre A. Agnew, 1450 East Boot Rd., Bldg 400A, West Chester, PA 19380, atty.

**CARROLL**, Michael D., a/k/a Mike Carroll, late of East Goshen Township. Mary E. Giacobetti, 124 Laurel Ln., Broomall, PA 19008, care of CAROL R. LIVINGOOD, Esquire, 130 W. Lancaster Ave., P.O.

Box 191, Wayne, PA 19087, Executrix. CAROL R. LIVINGOOD, Esquire, Timeony Knox LLP, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19087, atty.

**CHABAN**, James, a/k/a James Daniel Chaban, James Gerard Chaban and Jamie Chaban, late of Uwchlan Township. Lisa Ann Chaban, care of WAYNE C. BUCKWALTER, Esquire, 24 E. Market St., P.O. Box 565, West Chester, PA 19381, Executrix. WAYNE C. BUCKWALTER, Esquire, Lamb McErlane, PC, 24 E. Market St., P.O. Box 565, West Chester, PA 19381, atty.

Letters Testamentary have been granted in the Estate of **BARBARA M. DISTEFANO**, late of West Goshen Township. All persons having claims or demands on the Estate are requested to make them known, and all persons indebted to the said decedent are requested to make payment without delay. Wendy Morgan, c/o The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown, PA 19335, Personal Representative. Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown, PA 19335, Attorney.

**DUNFEE**, Sharon Ann, late of West Grove Township. L. Peter Temple, Esquire, care of DON B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. DON B. LYNN, JR, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**EVANS**, Jennie M., late of Oxford. Scott Townsend, care of IRA D. BINDER, Esquire, 227 Cullen Rd., Oxford, PA 19363, Executor. IRA D. BINDER, Esquire, 227 Cullen Rd., Oxford, PA 19363, atty.

**FETTERMAN**, David B., a/k/a David Baer Fetterman, late of West Grove. Mark D. Fetterman, 749 Wallingford Road, Lititz, PA 17543, care of JENNIFER MEJIA, Esquire, 1390 W. Main Street, Ephrata, PA 17522, Executor. JENNIFER MEJIA, Esquire, Mejia Law Group, 1390 W. Main Street, Ephrata, PA 17522, atty.

**FITZGERALD**, Clyde E., late of Downingtown Borough. David C. Fitzgerald, 424 Hilltop Circle, Glenmoore, PA 19343, care of CHARLES A. RICK, Esquire, 933 N. Charlotte St., Ste. 3B, Pottstown, PA 19464, Executor. CHARLES A. RICK, Esquire, Rick Law LLC, 933 N. Charlotte St., Ste. 3B, Pottstown, PA 19464, atty.

**GENTHER**, Robert Philip, a/k/a Robert P. Genther, R. Philip Genther and Philip Genther, late of East Goshen Township. Brendan Genther, care of CHRISTOPHER M. BROWN, Esquire, 1240 West Chester



Pike, Ste. 210, West Chester, PA 19382, Administrator. CHRISTOPHER M. BROWN, Esquire, Law Offices of Christopher M. Brown, PLLC, 1240 West Chester Pike, Ste. 210, West Chester, PA 19382, atty.

**GRADY**, V, Harry Paul, late of Caln Township. Harvey Paul Grady, IV, care of GEORGE C. ZUMBANO, Esquire, 24 E. Market St., P.O. Box 565, West Chester, PA 19381, Administrator. GEORGE C. ZUMBANO, Esquire, Lamb McErlane, PC, 24 E. Market St., P.O. Box 565, West Chester, PA 19381, atty.

**HEDRICK**, Nancy J., late of New Garden Township. Richard A. Hedrick and George R. Hedrick, Jr., care of DONALD B. LYNN JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Executors. DONALD B. LYNN JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**HELVIG**, Joyce M., a/k/a Joyce Marie Helvig, late of East Brandywine Township. Cheryl L. McMenamin, care of JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkesburg, PA 19365, Executors. JANIS M. SMITH, Esquire, Firm, 4203 West Lincoln Highway, Parkesburg, PA 19365, atty.

**KEEFE**, Frank P., late of Caln Township. Tierney M. Keefe, care of JAMES H. LUTZ, Esquire, 1765 Narrows Hill Road, Upper Black Eddy, PA 18972, Executrix. JAMES H. LUTZ, Esquire, Lutz & Associates, 1765 Narrows Hill Road, Upper Black Eddy, PA 18972, atty.

**KELLY**, ALVY L., late of West Whiteland Township. Steven L. Kelly, care of RICHARD T. FRAZIER, Esquire, 1200 Liberty Ridge Dr., Ste. 200, Wayne, PA 19087-5569, Executor. RICHARD T. FRAZIER, Esquire, Saul Ewing LLP, 1200 Liberty Ridge Dr., Ste. 200, Wayne, PA 19087-5569, atty.

**KOSMOWSKI**, Rose Marie, a/k/a Rose M. Kosmowski and Rose Kosmowski, late of Coatesville. Edward Kosmowski, 177 Christina Landing Drive, Wilmington, DE 19801, Executor.

**LAFFERTY**, Betty Jane, late of West Grove. Karen Hellstern, 5 Hillcrest Lane, North East, MD, 21901, care of LEO WHITE, Esquire, 1220 Valley Forge Road, Suite 37B, Phoenixville, PA 19460, Administrator. LEO WHITE, Esquire, Law Offices of Leo T. White, LLC, 1220 Valley Forge Road, Suite 37B, Phoenixville, PA 19460, atty.

**MASTRANGELO**, Michael J., late of West Goshen Twp.. Hollie Myers and Linda Mastrangelo Boucher, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executrices. EDWARD M. FOLEY, Esquire, Brutscher Foley

Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

**POTTER**, Ralph, late of East Brandywine Township. Susan Livermore, 925 E. McKinley Street, Chambersburg, PA 17201 and David L. Summers, 426 Corner Ketch Road, Downingtown, PA 19335, care of GORDON W. GOOD, Esquire, 3460 Lincoln Highway, Thorndale, PA 19372, Executors. GORDON W. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

**SATINSKY**, Stephen J., a/k/a Stephen Jay Satinsky, late of West Goshen Township. Jennifer Rebecca Kratsa and Jessica Rice, care of DUKE K. SCHNEIDER, Esquire, 17 W. Miner St., West Chester, PA 19382, Administratrices CTA., DUKE K. SCHNEIDER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

**SCHMIDT**, Pearl E., late of Phoenixville. Kathleen Schmidt, 916 Woodlawn Ave., Phoenixville, PA 19460, Executor.

**SCOGGINS**, Laurie G., late of East Vincent Township. Pamela S. Abbott, care of BRUCE W. LAVERTY, Esquire, 1398 Wilmington Pike, Suite B, West Chester, PA 19382, Administratrix. BRUCE W. LAVERTY, Esquire, Laverty, Abele & Russell, LLC, 1398 Wilmington Pike, Suite B, West Chester, PA 19382, atty.

**SMITH**, Irving W., late of Caln Township. Danielle Smith-Daywalt, care of TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, Executrix. TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, atty.

**SMITH**, Janet A., late of West Goshen Township. Rosemary W. Smith, care of W. PETER BARNES, Esquire, 218 West Miner Street, West Chester, PA 19382, Executor. W. PETER BARNES, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

**SNAPPER**, Joan W., late of West Whiteland. Steven Snapper, 190 Beach 128th St., Belle Harbor, NY 11694, Executor.

**THOMPSON**, Ana D., late of Easttown Township. Ana A. Thompson and Julia O. Lawson, care of ERICA A. RUSSO, Esquire, 1001 Conshohocken State Rd., Ste. 1-300, West Conshohocken, PA 19428, Executrices. ERICA A. RUSSO, Esquire, Heckscher, Teillon, Terrill & Sager, P.C., 1001 Conshohocken State Rd., Ste. 1-300, West Conshohocken, PA 19428, atty.

**WELBURN**, Donna Joyce, late of Easttown Township. Clarke Welburn, care of LAURA M. TOBEY, Esquire, 229 W. Wayne Ave., Wayne, PA 19087, Administrator. LAURA M. TOBEY, Esquire, Reidenbach & Associates, LLC, 229 W. Wayne Ave., Wayne, PA 19087, atty.

**WILHELM**, Joan Mae, a/k/a Joan M. Wilhelm late of Penn Township. Cheryl Kowba, care of KATHRYN OTT, Esquire, Four Glenhardie Corporate Center, 1255 Drummers Ln., Ste. 105, Wayne, PA 19087, Executrix. KATHRYN OTT, Esquire, Palmarella, Curry & Raab, P.C., Four Glenhardie Corporate Center, 1255 Drummers Ln., Ste. 105, Wayne, PA 19087, atty.

**WILLIS, JR.**, David P., late of East Caln Township. Brian M. Willis, 1317 Telegraph Rd., Coatesville, PA 19320, care of MICHAEL P. BROADHURST, Esquire, 1339 Chestnut St., 5th Fl., Philadelphia, PA 19107, Executor. MICHAEL P. BROADHURST, Esquire, Weir Greenblatt Pierce LLP, 1339 Chestnut St., 5th Fl., Philadelphia, PA 19107, atty.

**ZIMMERMAN**, Jeffrey Collins, a/k/a Jeffrey C. Zimmerman, late of Easttown Township. Jason Zimmerman, care of MARIANNA F. SCHENK, Esquire, One Bala Plaza, Ste. 623, 231 St. Asaphs Rd., Bala Cynwyd, PA 19004, Executor. MARIANNA F. SCHENK, Esquire, Bala Law Group, LLC, One Bala Plaza, Ste. 623, 231 St. Asaphs Rd., Bala Cynwyd, PA 19004, atty.

### 3rd Publication

**AGRESTA**, Carole M., late of Coventry Twp.. Craig D. Rittase and William P. Agresta, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executors. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

**ARNOLD**, Joyce D., late of Pottstown. Craig Goodman, 312 Ebelhare Rd., Pottstown, PA 19465, Executor.

**BASLER**, Christina Natalie, late of West Chester. Ralph Basler, 6476 Autumn Woods Way, Sarasota, FL 34243, Executor.

**BEALER**, Grace E., late of East Coventry Twp. John H. Bealer, care of NICOLE C. MANLEY, Esquire, 105 E. Philadelphia Ave., Boyertown, PA 19512, Executor. NICOLE C. MANLEY, Esquire, E. Kenneth Nyce Law Office, LLC, 105 E. Philadelphia

Ave., Boyertown, PA 19512, atty.

**BUNTING**, Joseph G., late of Borough of West Grove. George Bunting, 24 Arenta Street, Saint Augustine, FL 32084, care of ANNE DeLUCA, Esquire, 3475 West Chester Pike, Suite 200, Newtown Square, PA 19073, Executor. ANNE DeLUCA, Esquire, 3475 West Chester Pike, Suite 200, Newtown Square, PA 19073, atty.

**Di STEFANO**, Vincent J. a/k/a Vincent J. Di Stefano, Jr., late of Londonderry Township. Teresa A. DiPietro, care of RONALD A. LUONGO, Esquire, 15 Paoli Plaza, Ste. H, Paoli, PA 19301, Executrix. RONALD A. LUONGO, Esquire, Luongo Law Center, P.C., 15 Paoli Plaza, Ste. H, Paoli, PA 19301, atty.

**FEATHERSTONE**, James J, late of East Goshen Township. Erin Featherstone Trow, care of GUY F. MATTHEWS, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Executrix. GUY F. MATTHEWS, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, Media, PA 19063, atty.

**FORREST**, Helen M., late of East Whiteland Township. Robert E. Forrest, 508 S Walnut Street, West Chester, PA 19382, care of KEVIN J. CONRAD, Esquire, 24 E. Market Street, West Chester, PA 19381, Executor. KEVIN J. CONRAD, Esquire, Lamb McErlane PC, 24 E. Market Street, West Chester, PA 19381, atty.

**GOSTOMSKI**, Peter A., late of Spring City. Lynn Reinhart, 49 Eleanor Drive, Spring City, PA 19475, Executor.

**HUFF**, Dorothy S., late of East Goshen Township. Meredith J. Fleck and Shelby Fleck Slayton, care of STACEY WILLITS McCONNELL, Esquire, 24 E. Market St., P.O. Box 565, West Chester, PA 19381, Executrices. STACEY WILLITS McCONNELL, Esquire, LAMB McErlane P.C., 24 E. Market St., P.O. Box 565, West Chester, PA 19381, atty.

**JOHANNESSEN**, Robert A., late of West Brandywine Township. Susan A. Costenbader, 14546 Kelson Circle, Naples, FL 34114, care of DUKE K. SCHNEIDER, Esquire, 17 W. Miner St., West Chester, PA 19380, Executrix. DUKE K. SCHNEIDER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19380, atty.

**LUTERAN**, Mary V., a/k/a Mary Virginia Luteran, late of West Vincent Township. Janice L. Hess, care of WILLIAM B. COOPER, III, Esquire, P.O. Box 673, Exton, PA 19341, Executrix. WILLIAM B. COOPER, III, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341, atty.

**MARSON, JR.**, Louis Mario, late of Kennett Township. Louis M. Marson, III, care of ROBERT A. COHEN, Esquire, 717 Constitution Dr., Ste. 201, P.O. Box 1265, Exton, PA 19341, Executor. ROBERT A. COHEN, Esquire, Riley Riper Hollin & Colagregco, 717 Constitution Dr., Ste. 201, P.O. Box 1265, Exton, PA 19341, atty.

**McALEER, JR.**, Edward Francis, late of Tredyffrin Township. Deborah McAleer, care of LAURA M. TOBEY, Esquire, 229 W. Wayne Ave., Wayne, PA 19087, Executrix. LAURA M. TOBEY, Esquire, Reidenbach & Associates, LLC, 229 W. Wayne Ave., Wayne, PA 19087, atty.

**McEWING**, Ruth Ellen, late of Parkesburg Borough. Walter James McEwing, Jr., 802 Schoff Road, Atglen, PA 19310, care of ARTHUR L. SAGNOR III, Esquire, 144 W. Market Street, West Chester, PA 19382, Executor. ARTHUR L. SAGNOR III, Esquire, Lachall, Cohen & Sagnor, LLP, 144 W. Market Street, West Chester, PA 19382, atty.

**PETE**, James Michael, a/k/a J. Michael Pete, late of East Whiteland Township. Rex Buhrmester, care of JAY G. FISHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. JAY G. FISHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

**PHIEL**, Brian G., late of Oxford Township. Kelli E. Roberts, 432 Oley Street, Reading, PA 19601, care of BRETT M. FEGELY, Esquire, 1025 Berkshire Blvd., Suite 700, Wyomissing, PA 19610, Administrator. BRETT M. FEGELY, Esquire, Hartman, Valeriano, Magovern & Lutz, P.C., 1025 Berkshire Blvd., Suite 700, Wyomissing, PA 19610, atty.

**PRICE**, Jo Ann, late of Tredyffrin Township, Berwyn. Andrew H. Dohan, Esquire, care of ANDREW H. DOHAN, Esquire, 460 East King Road, Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, Wisler Pearlstine, LLP, 460 East King Road, Malvern, PA 19355-3049, atty.

**RICHEY**, Mark V., late of Spring City. Paul T. Richey, 2447 Prospect Road, Washington Boro, PA 17582, care of LINDSAY A. CASADEI, Esquire, 363 West Roseville Road, Lancaster, PA 17601, Executor. LINDSAY A. CASADEI, Esquire, Byler & Winkle, P.C., 363 West Roseville Road, Lancaster, PA 17601, atty.

**SANTANA**, Juan Camacho, late of West Chester Borough. Lydia Garcia, 512 W. Gay Street, West Chester, PA 19380, care of KEVIN J. CONRAD, Esquire, 24 E. Market Street, West Chester, PA 19381, Executrix. KEVIN J. CONRAD, Esquire, Lamb

McErlane PC, 24 E. Market Street, West Chester, PA 19381, atty.

**SCIARRETTA**, Pamela M., late of Honey Brook Township. Valerie Mendenhall, 108 Jackobs Dr., Coatesville, PA 19320, care of STEPHANIE P. KALOGREDIS, Esquire, 24 E. Market St., P.O. Box 565, West Chester, PA 19381, Executrix. STEPHANIE P. KALOGREDIS, Esquire, Lamb McErlane P.C., 24 E. Market St., P.O. Box 565, West Chester, PA 19381, atty.

**SHMUKLER**, Joel Mark, late of Tredyffrin Township. Jennifer Dickman (a/k/a Jennifer Daigle), 615 Corbett St., Unit 7415, Morrisville, NC 27560, care of S. STACY MOGUL, Esquire, 135 S. 19th St., Ste. 200, Philadelphia, PA 19103-4907, Executrix. S. STACY MOGUL, Esquire, Heiligman and Mogul, P.C., 135 S. 19th St., Ste. 200, Philadelphia, PA 19103-4907, atty.

**TIFFANY**, Jane Croll, late of Downingtown. David Tiffany, 10 W. Bridlewood Drive, New Hope, PA 18938, Executor.

**TREGO**, Cynthia W., late of Honey Brook Borough. Kenneth A. Vandegriff, care of LINDA KLING, Esquire, 131 W. Main Street, New Holland, PA 17557, Executor. LINDA KLING, Esquire, Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557, atty.

**WHITNEY, SR.**, Warren Bradley, late of Schuylkill Twp.. Sandra J. Whitney, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executor. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

**YOUNG**, Sally S., a/k/a Sally Schmidt Young, late of West Brandywine Township. Thomas William Young, Sally Y. Yacka and Deborah Young Thornton, care of ADAM GRANDWETTER, Esquire, 100 N. 18th St., Ste. 710, Philadelphia, PA 19103, Executors. ADAM GRANDWETTER, Esquire, Royer Cooper Cohen Braunfeld LLC, 100 N. 18th St., Ste. 710, Philadelphia, PA 19103, atty.

**2nd Publication of 3****TRUST NOTICE**

Ferdinand Thun Revocable Trust, Settlor, now deceased, dated 1/14/1998, late of Kennett Square, Chester County Pennsylvania. The Co-Trustees request that all persons having claims or demands against the Trust or the Settlor to make known the same, and all persons indebted to the Settlor to make payments without delay, to:

Elizabeth M. Thun and Kristen T. Dunn, Co-Trustees

c/o Fitzpatrick Lents & Bubba, P.C.

Two City Center

645 West Hamilton Street, Suite 800

Allentown, PA 18101

Or to their attorney at the above address.

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**Sheriff Sale of Real Estate**

By virtue of the within mentioned writs directed to Sheriff Fredda L. Maddox, the herein-described real estate will be sold at public on-line auction via Bid4Assets, by accessing URL [www.bid4assets.com](http://www.bid4assets.com)/chestercopasheriffsales, on **Thursday, October 19th, 2023 at 11AM.**

Notice is given to all parties in interest and claimants that the Sheriff will file with the Prothonotary and in the Sheriff’s Office, both located in the Chester County Justice Center, 201 W Market Street, West Chester, Pennsylvania, Schedules of Distribution on **Monday November 20th, 2023.** Distribution will be made in accordance with the Schedules unless exceptions are filed in the Sheriff’s Office within ten (10) days thereafter.

N.B. Ten percent (10%) of the purchase money must be paid at the time of the on-line sale. Payment must be made via Bid4Assets. The balance must be paid within twenty-one (21) days from the date of sale via Bid4Assets.

**FREDDA L. MADDOX, SHERIFF**

**3rd Publication of 3**

**SALE NO. 23-10-283  
Writ of Execution No. 2022-02969  
DEBT \$86,034.32**

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF JEAN CAVUTO KIRKEL AND RUTH CAVUTO, KNOWN HEIRS OF THE ESTATE OF ANDREA J. CAVUTO OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWNSHIP OF EAST CALN, COUNTY OF CHESTER, AND COMMON-

WEALTH OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 100 WINDING WAY, UNIT A-13, DOWINGTOWN, PA 19335. DEED BOOK VOLUME 2959, PAGE 573, AND PARCEL NO 40-2-512.

TAX PARCEL NO 40-2-512

PLAINTIFF: S&T Bank, successor to DNB First National Association

VS

DEFENDANT: **Jean Cavuto Kirkel and Ruth Cavuto, Known Heirs of the Estate of Andrea J. Cavuto, and the Unknown Heirs, Executors, and/or Administrators of the Estate of Andrea J. Cavuto**

SALE ADDRESS: 100 Winding Way, Unit A-13, Downingtown, PA 19335

PLAINTIFF ATTORNEY: **GRENN & BIRSIC, P.C. 412-281-7650**

**SALE NO. 23-10-284  
Writ of Execution No. 2023-02914  
DEBT \$518,569.76**

ALL THAT CERTAIN parcel of land, situate in the Township of West Whiteland and West Goshen, County of Chester, Commonwealth of Pennsylvania, being shown as Lot 7, on “Final Existing Features Plan, Subdivision Plan for J.B. Brandolini”, prepared by Edward B. Walsh & Associates, Inc, Civil Engineers and Land Surveyors, Exton, Pennsylvania, dated August 27, 2017, last revised June 26, 2019, Project No. 3215, being Sheet 2 of 11, recorded 1/28/2020 in Document 20679-1; and being more fully described as follows:

Beginning at a point on the Northeasterly side of Carver Way (50.00 feet wide) said point being the Westernmost terminus of a round comer connecting the Northeasterly side of Carver Way with the Northwesterly side of legal right of way line of Kirkland Avenue (T-222) (100 feet wide, at

this point) and place of beginning; thence extending along the Northeasterly side of Carver Way, on the arc of a circle curving to the left having a radius of 4273.23 feet the arc distance of 88.78 feet to a point, a comer of Lot 6; thence extending along Lot 6 North 56 degrees 26 minutes 30 seconds East 233.33 feet to a point on the Southwesterly legal right of way line of limited access of Route 100 Bypass (SR 1060) (220 feet wide); thence extending along same the two (2) following courses and distances; thence (1) South 66 degrees 32 minutes 21 seconds East 142.04 feet to a point; thence (2) South 23 degrees 27 minutes 39 seconds West 20.00 feet to a point on the Northwesterly legal right of way line of Kirkland Avenue (120 feet wide, at this point); thence extending along same, the three (3) following courses and distances: thence (1) South 58 degrees 47 minutes 19 seconds West 129.70 feet to a point; thence (2) South 31 degrees 12 minutes 41 seconds East 10.00 feet to a point; thence (3) South 58 degrees 47 minutes 19 seconds West 126.49 feet to a point of curve; thence (4) on the arc of a circle curving to the left, having a radius of 40.00 feet the arc distance of 62.00 feet to a point on the Northeasterly side of Carver Way, aforesaid: being the first mentioned point and place of beginning.

Being known as Lot 7 on the above mentioned Plan. Containing 35,319 square feet (more or less).

BEING THE SAME PREMISES which RB Dwellings, LLC a PA Limited Liability Company, by Deed dated December 18, 2020 and recorded January 12,2021 in the Office of the Recorder of Deeds in and for the County of Chester, Pennsylvania in Book 10409 Page 1004 granted and conveyed unto David P. Gagliardi and Jeanette M. Gagliardi in fee.

UPI #41-8-212.7

PLAINTIFF: SAILFISH SERVICING, LLC

VS

DEFENDANT: **David P. Gagliardi and Jeannette M. Gagliardi**

SALE ADDRESS: 1301 Carver Way, West Chester, PA 19380

PLAINTIFF ATTORNEY: **LOGS LEGAL GROUP LLP 610-278-6800**

**SALE NO. 23-10-285**  
**Writ of Execution No. 2022-05307**  
**DEBT \$206,372.21**

ALL THOSE CERTAIN LOTS OR PIECES OF GROUND SITUATE IN THORNDALE HEIGHTS DIVISION NO. 2, ALSO CALLED LOUANNA SPRINGS, LOCATED IN CALN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

BEING PARCEL NUMBER: 3904L01140000

IMPROVEMENTS thereon: a residential property

PLAINTIFF: MORTGAGE ASSET MANAGEMENT, LLC

VS

DEFENDANT: **THOMAS L. HECKERT**

SALE ADDRESS: 208 Embreeville Road, Downingtown, PA 19335

PLAINTIFF ATTORNEY: **ROBERTSON, ANSCHULTZ, SCHNEID, CRANE & PARTNERS, PLLC 855-225-6906**

**SALE NO. 23-10-287**  
**Writ of Execution No. 2014-00601**  
**DEBT \$255,328.60**

Property situate in the TOWNSHIP OF CALN, CHESTER County, Pennsylvania, being



BLR# 39-4-101.3

IMPROVEMENTS thereon: a residential dwelling

PLAINTIFF: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF THE NRZ PASS- THROUGH TRUST EBO 1 FOR THE BENEFIT OF THE HOLDERS OF THE SERIES 2017-2

VS

DEFENDANT: **JEFFREY SNYDER & DENISE SNYDER**

SALE ADDRESS: 328 Bondsville Road, Downingtown, PA 19335

PLAINTIFF ATTORNEY: BROCK & SCOTT, PLLC 844-856-6646

**SALE NO. 23-10-288**  
**Writ of Execution No. 2022-07692**  
**DEBT \$416,394.03**

Property situate in the EAST BRANDY-WINE TOWNSHIP, CHESTER County, Pennsylvania, being

BLR# 30-2N-3

IMPROVEMENTS thereon: a residential dwelling

PLAINTIFF: LOANDEPOT.COM, LLC

VS

DEFENDANT: **MARISSA B. DONNELL**

SALE ADDRESS: 1370 Horseshoe Pike, Downingtown, PA 19335

PLAINTIFF ATTORNEY: **BROCK & SCOTT, PLLC 844-856-6646**

**SALE NO. 23-10-289**

**Writ of Execution No. 2022-02033**  
**DEBT \$43,355.99**

PROPERTY SITUATE IN TOWNSHIP OF CALN

SOLD AS THE PROPERTY OF: JENNIFER HOLMES Solely in Her Capacity as Heir of CONSTANCE HOLMES AKA CONSTANCE L. HOLMES, Deceased and The Unknown Heirs of CONSTANCE HOLMES AKA CONSTANCE L. HOLMES, Deceased

TAX ID/ UPI PARCEL NO. 3903L00470000 / 39-3L-47

IMPROVEMENTS thereon: a residential dwelling

PLAINTIFF: PENNSYLVANIA HOUSING FINANCE AGENCY

VS

DEFENDANT: **JENNIFER HOLMES Solely in Her Capacity as Heir of CONSTANCE HOLMES AKA CONSTANCE L. HOLMES, Deceased**

SALE ADDRESS: 1410 Harmony Street, Coatesville, PA 19320

PLAINTIFF ATTORNEY: **KML LAW GROUP, P.C. 215-627-1322**

**SALE NO. 23-10-290**  
**Writ of Execution No. 2019-08173**  
**DEBT \$261,627.91**

PROPERTY SITUATE IN BOROUGH OF DOWNINGTOWN TAX ID/ UPI PARCEL NO. 11-05-0090/ 11-5-90

IMPROVEMENTS thereon: a residential dwelling

PLAINTIFF: U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST

VS

DEFENDANT: **SHARON L. WIL-  
LIAMS**

SALE ADDRESS: 219 Whiteland Ave-  
nue, Downingtown, PA 19335

PLAINTIFF ATTORNEY: **KML LAW  
GROUP, P.C. 215-627-1322**

**SALE NO. 23-10-291  
Writ of Execution No. 2022-03978  
DEBT \$153,802.27**

ALL THAT CERTAIN tract of land with improvements thereon erected known as Lot No.8 on a Plan of Lots Walter M. Appleton, et ux, situated in West Caln Township, Chester County, Pennsylvania, bounded described and according to a new description made by J.W. Harry, C.E., June 29,1956, as follows: BEGINNING at a point in the South line of a street 33 feet wide, to be called Lake View Drive on said plan of lots of Walter M. Appleton, et ux, distant 330 feet measured N 83° 33'W, along said South line of Lake View Drive from a point in or near the middle of a public road leading from Coatesville to Wagontown, said point of beginning being at the northwest corner of Lot No.7 as shown on said lot plan; thence along the westerly line of said Lot No. 7, S 6° 27'W, 200.34 feet to a point in the North line of land of Sara E. Mallalieu; thence along the same, N77° 48' 30"W, 100.92 feet to a point in the easterly line of land of John C. Pyle; thence along the same, N21°W, 191.85 feet to a point, a corner of a turnaround for the said Lake View Drive; thence along the same for the following 2 courses and distances: (1) S83°33'E, 60 feet to a point; (2)N6°27'E, 20 feet to a point in the South line of Lake View Drive aforesaid; thence along the same,S83°33'E, 128.83 feet to the place of Beginning.

CONTAINING 27,705 square feet of land,

be the same more or less.

BEING the same premises, which Kathryn M. Shrik by Deed dated February 27, 1998, and recorded in the Office of Recorder of Deeds of Chester County on March 24, 1999 at Book 4531, Page 1173 granted and conveyed unto Susanna Varga.

TAX PARCEL NO.: 28-09B-0015

PLAINTIFF: Wells Fargo Bank, National Association, as Trustee for Ownit Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-2

VS

DEFENDANT: **Susanna Varga a/k/a Susanna M. Varga**

SALE ADDRESS: 108 East Clearview Drive, Coatesville, PA 19320-1729

PLAINTIFF ATTORNEY: **STERN & EISENBERG 215-572-8111**

**SALE NO. 23-10-292  
Writ of Execution No. 2022-10354  
DEBT \$429,695.23**

PROPERTY SITUATE IN TOWNSHIP OF HONEYBROOK TAX PARCEL # 22-03-0061.160

IMPROVEMENTS thereon: a residential dwelling

PLAINTIFF: LSF11 MASTER PARTICIPATION TRUST

VS

DEFENDANT: **JASON A. MARTIN**

SALE ADDRESS: 137 Whitehorse Drive, Honey Brook, PA 19344

PLAINTIFF ATTORNEY: **KML LAW GROUP, P.C. 215-627-1322**



**SALE NO. 23-10-293**  
**Writ of Execution No. 2023-02046**  
**DEBT \$324,708.86**

PROPERTY SITUATE IN BOROUGH OF OXFORD TAX PARCEL # 6-2-13

IMPROVEMENTS thereon: a residential dwelling

PLAINTIFF: U.S. BANK, N.A., SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, ON BEHALF OF THE HOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I TRUST 2007-HE2, ASSET-BACKED CERTIFICATES SERIES 2007-HE2

VS

DEFENDANT: **OLEN B. HOLCOMB & FAITH C. HOLCOMB**

SALE ADDRESS: 701 Lincoln Street, Oxford, PA 19363

PLAINTIFF ATTORNEY: **KML LAW GROUP, P.C. 215-627-1322**

**SALE NO. 23-10-294**  
**Writ of Execution No. 2020-02652**  
**DEBT \$178,488.25**

ALL THAT CERTAIN lot or piece of ground Situate in Upper Uwchlan Township Chester County and Commonwealth of Pennsylvania, bounded and described according to a Plan of Edgefield, drawn by Engineering Design Consultants, Inc., dated 8/2/1995 and recorded 2/8/1996 said Plan recorded in Chester County as Plan No. 13281 as follows to wit:

BEGINNING at a point on the Southwesterly side of Conestoga Road, a corner of land of Robert P. Barth as shown on said Plan; thence from said point of beginning, along the said Southwesterly side of Conestoga Road the three (3) following courses and distances (1) South 72 degrees 22 minutes 54 seconds East, 186.20 feet

(2) South 73 degrees 15 minutes 20 seconds East, 68.04 feet to a point of curve (3) on the arc of a circle curving to the right, having a radius of 50 feet, the arc distance of 54.98 feet to a point on the Northwesterly side of Highview Road; thence along Northwesterly side of Highview Road the two (2) following courses and distances: (1) South 16 degrees 44 minutes 40 seconds West, 5028 feet to a point of curve; and (2) on the arc of a circle curving to the right, having a radius of 275 feet, the arc distance of 135.49 feet to a corner of Lot No. 23; thence along Lot No. 23 North 45 degrees 01 minutes 34 seconds West, 299,83 feet to a point in line of lands of Robert P. Barth; thence along said lands of Robert P. Barth North 22 degrees 26 minutes 00 seconds East, 77.29 feet to the first mentioned point and place of beginning. BEING Lot No, 22 as shown on said plan.

BEING THE SAME PREMISES which Kulwinder Singh, by Deed dated 09/02/2016 and recorded in the Office of the Recorder of Deeds of Chester County on 09/07/2016 in Deed Book Volume 9385, Page 47, In Instrument No. 11495191 granted and conveyed unto James T. Gibbons and Jennifer Gibbons a/k/a Jennifer A. Gibbons.

PARCEL# 32-3-54.080

IMPROVEMENTS thereon: a residential property

PLAINTIFF: TCF NATIONAL BANK

VS

DEFENDANT: **James T. Gibbons & Jennifer Gibbons a/k/a Jennifer A. Gibbons**

SALE ADDRESS: 23 Highview Road, Downingtown, PA 19335

PLAINTIFF ATTORNEY: **POWERS KIRN, LLC 215-942-2090**

**SALE NO. 23-10-295**  
**Writ of Execution No. 2019-05846**  
**DEBT \$124,677.05**

ALL THAT CERTAIN property situated in the Township of Londonderry in the County of Chester and Commonwealth of Pennsylvania, being described as Follows: UPI: #46-3-16 being more fully described in a Deed Dated 04/09/1998 and recorded 04/17/1998, Among the land records of the county and state set forth above, in Deed Volume 4334 and Page 1356, Tax Map or Parcel id No: 46-03- 0016

PARCEL NO.: 46-3-16

PLAINTIFF: U.S. Bank National Association, not in its individual capacity but solely in its capacity as Indenture Trustee of CIM Trust 2018-R4

VS

DEFENDANT: **John Preston Dehaven a/k/a John P. Dehaven and Lynn Karmilowicz a/k/a Lynn M. Dehaven**

SALE ADDRESS: 201 Paxson Road, Cochransville, PA 19330

PLAINTIFF ATTORNEY: **STERN & EISENBERG 215-572-8111**

**SALE NO. 23-10-296**  
**Writ of Execution No. 2023-00407**  
**DEBT \$42,442.19**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF EAST FALLOWFIELD, COUNTY OF CHESTER AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED ACCORDING TO A PLAN OF PROPERTY FOR COUNTY REALTY ASSOCIATES, MADE BY G.D. HOUTMAN AND SON, MEDIA PENNSYLVANIA, DATED 11/7/1972 AND REVISED 2/8/1973, AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN THE TI-

TLE LINE IN THE BED OF WILMINGTON ROAD, WHICH POINT IS MEASURED THE TWO FOLLOWING COURSES AND DISTANCES FROM A POINT MARKING THE INTERSECTION OF THE TITLE LINE IN BED OF STRASBURG ROAD, WITH THE TITLE LINE IN THE BED OF WILMINGTON ROAD; (1) THENCE EXTENDING ALONG THE TITLE LINE IN THE BED OF WILMINGTON ROAD SOUTH TWENTY SEVEN DEGREES, TWELVE MINUTES EAST TWO HUNDRED TWENTY THREE AND SIXTY ONE HUNDREDTHS FEET TO A POINT, AND (2) SOUTH TWENTY THREE DEGREES, TWENTY SEVEN MINUTES EAST FIFTY ONE AND SIXTY TWO ONE HUNDREDTHS FEET TO THE POINT AND PLACE OF BEGINNING; THENCE EXTENDING FROM SAID POINT OF BEGINNING AND ALONG THE TITLE LINE IN THE BED OF WILMINGTON ROAD, SOUTH TWENTY THREE DEGREES, TWENTY SEVEN MINUTES EAST THREE HUNDRED THIRTY FIVE FEET TO A POINT; THENCE EXTENDING SOUTH SEVENTY SEVEN DEGREES, FIFTY TWO MINUTES WEST FIVE HUNDRED SIXTY SIX AND SIXTY FIVE ONE HUNDREDTHS FEET TO A POINT; THENCE EXTENDING NORTH EIGHTY DEGREES, TWENTY FIVE MINUTES WEST TWO HUNDRED SEVENTY AND FIFTY SEVEN ONE HUNDREDTHS FEET TO A POINT; THENCE EXTENDING NORTH NINE DEGREES, THIRTY FIVE MINUTES EAST FOUR HUNDRED FORTY TWO FEET TO A POINT; THENCE EXTENDING SOUTH SEVENTY TWO DEGREES FORTY TWO MINUTES, TWENTY SECONDS EAST FOUR HUNDRED FIFTY AND SEVENTY NINE ONE HUNDREDTHS FEET TO A POINT; THENCE EXTENDING NORTH SIXTY SIX DEGREES THIRTY THREE

MINUTES WEST TWO HUNDRED FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING 6.10 ACRES OF LAND TO BE THE SAME MORE OR LESS.

BEING the same premises which Bruce R. Bradley, Jr and Beth Bradley-Johnson and Richard P. Johnson and Carol H. Bradley A/K/A Carol Hass Bradley A/K/A Carol A, Hass by Deed dated August 8, 2008 and recorded in the Office of Recorder of Deeds of Chester County on August 19, 2008 at Book 750 I, Page385 granted and conveyed unto Bruce R, Bradley, Jr and Beth Bradley-Johnson and Richard P. Johnson and Carol H. Bradley A/K/A Carol Hass Bradley A/K/A Carol A. Hass.

PARCEL NO.: 47-04-0099-110

PLAINTIFF: CitiMortgage, Inc.

VS

DEFENDANT: **Beth Bradley-Johnson, Individually and as administrator to the estate of Carol H. Bradley A/K/A Carol Hass Bradley A/K/A Carol A. Hass A/K/A Carol H. Rudisill A/K/A Carol H. Ray, now deceased and Bruce R. Bradley, Jr. as administrator to the estate of Carol H. Bradley A/K/A Carol Hass Bradley A/K/A Carol A. Hass A/K/A Carol H. Rudisill A/K/A Carol H. Ray, now deceased and Richard P. Johnson adn United States of America**

SALE ADDRESS: 20 Wilmington Road, Coatesville, PA 19320

PLAINTIFF ATTORNEY: **STERN & EISENBERG 215-572-8111**

**SALE NO. 23-10-297**

**Writ of Execution No. 2018-08306**

**DEBT \$74,215.50**

All that certain piece or parcel or Tract of land situate in the East Vincent, Chester County, Pennsylvania, and being known

as 105 Wilson Road, Phoenixville, Pennsylvania 19460

PARCEL NUMBER: 21-7C-12

PLAINTIFF: Truist Bank

VS

DEFENDANT: **Karin R. Tomasovich & Mark S. Tomasovich a/ka/ Mark Tomasovich**

SALE ADDRESS: 105 Wilson Road, Phoenixville, PA 19460

PLAINTIFF ATTORNEY: **MCCABE, WEISBERG & CONWAY, LLC 215-790-1010**

**SALE NO. 23-10-298**

**Writ of Execution No. 2023-00623**

**DEBT \$469,521.29**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATE IN THE TOWNSHIP OF EAST GOSHEN, COUNTY OF CHESTER, AND COMMONWEALTH OF PENNSYLVANIA

Parcel Number: 530401070300

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

VS

DEFENDANT: **GREG E DONOVAN & INNA V DONOVAN**

SALE ADDRESS: 1421 Ardleigh Circle, West Chester, PA 19380

PLAINTIFF ATTORNEY: **ROBERTSON, ANSCHULTZ, SCHNEID, CRANE & PARTNERS, PLLC 855-225-6906**

**SALE NO. 23-10-299**

**Writ of Execution No. 2022-03519**

**DEBT \$317,023.01**

Property to be sold is situated in the bor-

ough/township of East Fallowfield, County of Chester and State of Pennsylvania. Parcel Number: 47-04-0063.090

PLAINTIFF: U.S. Bank Trust National Association, not in its individual capacity but solely as Trustee of LSF9 Master Participation Trust

VS

DEFENDANT: **Michael Brownback & Donna Brownback**

SALE ADDRESS: 70 Horizon Drive, East Fallowfield, PA 19320

PLAINTIFF ATTORNEY: **CATHERINE APONTE, ESQ. 212-471-5100**

**SALE NO. 23-10-300**  
**Writ of Execution No. 2023-01914**  
**DEBT \$196,919.07**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in Kennett Township, CHESTER County, Pennsylvania, bounded and described according to a Plan of Lots 94 - 96 Final Subdivision of Balmoral, made by Morris & Ritchie Associates, Inc., Bel Air, MD, dated 8/7/1991, last revised 10/2/1991 and recorded on 12/17/1991, as Plan#11474, as follows, to wit:

BEGINNING at an interior point from the Northwesterly side of MacDuff Court, a corner of Limited Common Area; thence extending along same, the 7 following courses and distances: (1) South 56 degrees 25 minutes 28 seconds West, 12.33 feet to a point; (2) North 33 degrees 34 minutes 32 seconds West, 2.33 feet to a point; (3) South 56 degrees 25 minutes 28 seconds West, 11.67 feet to a point; (4) North 33 degrees 34 minutes 32 seconds West, 9.67 feet to a point; (5) South 56 degrees 25 minutes 28 seconds West, 6.33 feet to a point; (6) North 33 degrees 34 minutes 32 seconds West, 4.33 feet to a point and (7)

South 56 degrees 25 minutes 28 seconds West, 12.00 feet to a point; thence extending North 33 degrees 34 minutes 32 seconds West, along Lot #95, the distance of 26.00 feet to a point, a corner of Limited Common Area; thence extending along the same, the 4 following courses and distances: (1) North 56 degrees 25 minutes 28 seconds West, 30.00 feet to a point; (2) South 33 degrees 34 minutes 32 seconds East, 16.33 feet to a point; (3) North 56 degrees 25 minutes 28 seconds East, 12.00 feet to a point and (4) South 33 degrees 34 minutes 32 seconds East, 26.00 feet to the first mentioned point and place of beginning.

BEING Unit #94 as shown on said Plan.

TOGETHER with an easement for exclusive use over the respective areas shown as Limited Common Area and as driveway space on the plan made by Morris & Ritchie Associates, Inc., aforesaid.

BEING the same premises which Robert L. Duke, IV and Terri L. Graybill, by Deed dated 03/31/2003 and recorded 04/03/2003 in the Office of the Recorder of Deeds in and for the County of Chester in Record Book 5636, Page 371, granted and conveyed unto John J. Danko, Jr.

UPI NO. 62-5-343

IMPROVMENTS thereon: a single family residence

PLAINTIFF: Louviers Federal Credit Union

VS

DEFENDANT: **John J. Danko, Jr.**

SALE ADDRESS: 805 Macduff Court, Chadds Ford, PA 19317

PLAINTIFF ATTORNEY: **JACK M. SEITZ, ESQUIRE 610-530-2700**

**SALE NO. 23-10-302  
Writ of Execution No. 2013-04554  
DEBT \$113,533.86**

ALL THAT CERTAIN lot or parcel of land situated in the London Britain Township , County of Chester, Commonwealth of Pennsylvania , being more fully described in Deed dated November 1, 2007 and recorded in the Office of the Chester County Recorder of Deeds on November 28, 2007, in Deed Book Volume 7312 at Page 597, as Instrument No. 200710804310.

Tax Parcel No. 73-2-25.10

PLAINTIFF: Springleaf Financial Services of Pennsylvania, Inc., FKA American General Consumer Discount Company  
VS

DEFENDANT: **Ralph R. Broadwater a/k/a Ralph R. Broadwater, Jr. and Catherine Broadwater ak/a Catherine J. Broadwater**

SALE ADDRESS: 5 Crestview Road, Landenburg, PA 19350

PLAINTIFF ATTORNEY: **HLADIK, ONORATO & FEDERMAN, LLP 215-855-9521**

**SALE NO. 23-10-303  
Writ of Execution No. 2022-08270  
DEBT \$17,638.26**

ALL THAT CERTAIN Unit in the property known, named and identified in the Declaration plan referred to below as Village Walk Condominium, a Condominium, Village Avenue, Township of Uwchlan, County of Chester and Commonwealth of Pennsylvania, which has heretofore been submitted to the Uniform Condominium Act by the Recording in the Office for the Recording of Deeds, in and for the County of Chester, of a Declaration dated 9/29/1981 and recorded 11/13/1981 in Miscellaneous Deed Book 534 page 251 and any/all amendments thereto and

a Declaration plan recorded 11/13/1981 in Miscellaneous Deed Book 534 page 251 and any/all amendments thereto, being designated on said Declaration Plan as Unit No. 411 as more fully described in such Declaration plan, Declaration and their respective Amendments, together with a proportionate undivided interest in the Common Elements (as defined in such Declaration) of .8928%.

BEING the same which Laina Elafari, by Deed dated 1/6/2017 and recorded 1/10/2017 in the County of Chester in Deed Book 9472, Page 1156 conveyed unto Stephanie A. Romanoff, as fee simple

Tax Parcel Number: 33-4H-294

PLAINTIFF: Village Walk Condominium Association

VS

DEFENDANT: **Stephanie A. Romanoff**

SALE ADDRESS: 411 Village Walk, Exton, PA 19341

PLAINTIFF ATTORNEY: **MICHELLE J. CUNNINGHAM, ESQUIRE 610-565-4660**

**SALE NO. 23-10-304  
Writ of Execution No. 2023-01793  
DEBT \$171,872.07**

LEGAL DESCRIPTION ALL THAT CERTAIN, MESSAGE, LOT OR PIECE OF LAND SITUATE ON, IN THE TOWNSHIP OF TREDYFFRIN, COUNTY OF CHESTER, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED, AS FOLLOWS, TO WIT:

All that certain unit designated as Unit Number 348, being a unit in The Ridings at Chesterbrook, a Condominium, situate in the Township of Tredyffrin and County of Chester, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium

Act PA, C.S. 3101, et seq by the recording of a Declaration of Condominium of the Ridings of Chesterbrook, a Condominium, dated the 18th day of November, 1981, and recorded in the Office for the Recording of Deeds in and for the County of Chester on the 20th day of November, 1981, in Miscellaneous Deed Book 659, Page 506 and Plots and Plan for the Ridings at Chesterbrook, a Condominium dated the 18th day of November, 1981, and recorded in Exhibit "B" of the Declaration of Condominium of The Ridings at Chesterbrook, a Condominium, in Miscellaneous Deed Book 535, Page 293 and Condominium Plan Book 3774- 84 and amended in Plan File No. 3788- 99.

Together with all right, title and interest being and undivided interest of in and to the common elements as set forth in the aforesaid Declaration of Condominium.

Together with all rights, title interest into the limited common elements designated for the unit in this condominium and or plots or plans.

BEING THE SAME PROPERTY CONVEYED TO DONNA JEAN CURTIS WHO ACQUIRED TITLE BY VIRTUE OF A DEED FROM SEAN M. MCALLISTER, DATED APRIL 2, 2009, RECORDED APRIL 14, 2009, AT DOCUMENT ID 10917310, AND RECORDED IN BOOK 7638, PAGE 2150, OFFICE OF THE RECORDER OF DEEDS, CHESTER COUNTY, PENNSYLVANIA.

PARCEL NO.: 4305 10470000

PLAINTIFF: Wells Fargo Bank, N.A.

VS

DEFENDANT: **Donna Jean Curtis AKA Donna J. Curtis**

SALE ADDRESS: 348 New Market Court, Wayne, PA 19087

PLAINTIFF ATTORNEY: **MANLEY DEAS KOCHALSKI LLC 614-220-5611**

**SALE NO. 23-10-305**  
**Writ of Execution No. 2022-06294**  
**DEBT \$212,701.63**

PROPERTY SITUATE IN TOWNSHIP OF WEST WHITELAND TAX PARCEL # 41-8B-82

IMPROVEMENTS thereon: a residential dwelling

PLAINTIFF: THE BRYN MAWR TRUST COMPANY

VS

DEFENDANT: **John A. Ferrie**

SALE ADDRESS: 1306 Murdock Drive, West Chester, PA 19380

PLAINTIFF ATTORNEY: **KML LAW GROUP, P.C. 215-627-1322**