

Adams County Legal Journal


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IN THIS ISSUE

JEFFREY T. BRUCHEY, D/B/A KEYTERRA FARMS V.
DARREN AND KRISTEN HOLTZOPLE, JERRED AND
VICTORIA HOLTZOPLE



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ADAMS COUNTY LEGAL JOURNAL (USPS 542-600)

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LEGAL NOTICE-ANNUAL MEETING

The annual meeting of the policyholders of the Protection Mutual Insurance Company of Littlestown will be held at the office located at 101 South Queen Street, in Littlestown, PA, between the hours of 1:00 and 2:00 p.m. on January 16, 2016 to elect directors and to transact any other business property presented.

Attest: John Larry Hawk
Vice President

12/11 & 12/18 & 12/23 & 12/31

NOTICE BY THE ADAMS COUNTY
CLERK OF COURTS

NOTICE IS HEREBY GIVEN to all heirs, legatees and other persons concerned that the following accounts with statements of proposed distribution filed therewith have been filed in the Office of the Adams County Clerk of Courts and will be presented to the Court of Common Pleas of Adams County Orphans' Court, Gettysburg, Pennsylvania, for confirmation of accounts entering decrees of distribution on Friday, January 15, 2016 at 8:30 a.m.

CRUMRINE— Orphans' Court Action Number OC-140-2015. The First and Final Account of Sunny D. Fullas, as Co-Administrator of the Estate of Eloise D. Crumrine, Deceased, late of Reading Township, Adams County, Pennsylvania.

Kelly A. Lawver
Clerk of Courts

12/31 & 1/8

JEFFREY T. BRUCHEY, d/b/a KEYTERRA FARMS V.
DARREN AND KRISTEN HOLTZOPLE, JERRED AND
VICTORIA HOLTZOPLE

1. Preliminary objections will be sustained only where the case is clear and free from doubt.
2. A contract action is established by pleading (1) the existence of a contract, including its essential terms, (2) a breach of the duty imposed by the contract, and (3) resultant damages.
3. Though the pleading party is required to specifically plead each element, he is not required to state every term of the contract in complete detail.
4. A contract implied in fact is a contract arising when there is an agreement, but the parties' intentions are inferred from their conduct in light of the circumstance.
5. For a complaint to contain enough specificity to support a contract implied in fact, the Court must find upon review of the Complaint, and under the facts of the case, that an agreement can be inferred, and the pleadings denote this with adequate specificity.
6. The elements necessary to prove an unjust enrichment claim are: (1) a benefit is conferred on defendant by plaintiff; (2) appreciation of such benefits by defendant; and (3) acceptance and retention of such benefits under such circumstances that would be inequitable for defendant to retain the benefit without payment of value.
7. When assessing the propriety of the imposition of punitive damages, the state of mind of the actor is vital. The act or failure to act must be intentional, reckless or malicious.

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY,
PENNSYLVANIA, CIVIL 15-S-949, JEFFREY T. BRUCHEY,
d/b/a KEYTERRA FARMS V. DARREN AND KRISTEN
HOLTZOPLE, JERRED AND VICTORIA HOLTZOPLE.

Adam C. Zei, Esq., for Plaintiff
Barbara Jo Entwistle, Esq., for Defendant

Campbell, J., December 14, 2015

OPINION

Before this Court are Defendants Darren and Kristen Holtzople and Jerred and Victoria Holtzople's Preliminary Objections to Plaintiff's Amended Complaint filed October 30, 2015. For the reasons stated herein, Defendants' Preliminary Objections are overruled.

On August 11, 2015, Plaintiff, filed a Complaint against Defendants. On September 24, 2015, Defendants filed their Preliminary Objections. On October 13, 2015, Plaintiff filed an Amended Complaint which rendered Defendants' September 24, 2015 Preliminary Objections moot. On October 30, 2015, Defendants filed Preliminary Objections to Plaintiff's Amended Complaint. On November 25, Plaintiff filed his Response to Defendants' Preliminary Objections and Brief in Support thereof.

It is well established under Pennsylvania law that when ruling on preliminary objections, the Court must accept as true all well-pleaded allegations of material fact as well as all inferences reasonably deducible from those facts. ***Ballroom, LLC v. Commonwealth***, 984 A.2d 582, 586 n.3 (Pa. Cmwlth. 2009) (citations omitted). Preliminary objections will be sustained only where the case is clear and free from doubt. ***Rambo v. Greene***, 906 A.2d 1232, 1235 (Pa. Super. 2006).

Defendants first contend that Plaintiff's complaint was not in conformance with Pa.R.C.P. No. 206.3 and Pa.R.C.P. 1024. This first Preliminary Objection is rendered moot by Plaintiff's filing a Praecipe to Substitute Verification on November 25, 2015.

Defendants next contend that Plaintiff's Breach of Contract Claim was pled with insufficient specificity. A contract action is "established by pleading (1) the existence of a contract, including its essential terms, (2) a breach of the duty imposed by the contract, and (3) resultant damages." ***Pennsy Supply, Inc. v. American Ash Recycling Corp. of Pennsylvania***, 895 A.2d 595, 600 (Pa. Super. 2006). Though the pleading party is required to specifically plead each element, he is not required to state every term of the contract in complete detail. ***Id.***

There are two contracts at issue here. The first is an express contract between Plaintiff and Defendants, Darren and Kristen Holtzople. Defendants admit in their preliminary objections that a valid contract between the parties existed. It is the terms of the contract that are at issue. Plaintiff alleges the terms of the contract, generally speaking,

were that he was permitted to maintain, cultivate and farm the entirety of the land at issue for a period of one year in exchange for nominal consideration to the landowner.

The second contract theory at issue is based on an alleged contract implied in fact between Plaintiff and Defendants Jerred and Victoria Holzople. A contract implied in fact is a contract arising when there is an agreement, but the parties' intentions are inferred from their conduct in light of the circumstance. *Rambo v. Greene*, 906 A.2d 1232 (2006). For a complaint to contain enough specificity to support a contract implied in fact, the Court must find upon review of the Complaint, and under the facts of the case, that an agreement can be inferred, and the pleadings denote this with adequate specificity. *Id.*

Plaintiff's Amended Complaint alleges, against Jerred and Victoria Holzople, that Defendants were informed by the previous landowner of the terms of the landowners previous agreement with Plaintiff and Defendants were given an opportunity to renegotiate those terms if they wished to do so. Plaintiff's Amended Complaint further alleges that they agreed to those terms and directly informed the previous landowner of their decision and that they did not wish to renegotiate with Plaintiff. Also, Plaintiff's Amended Complaint alleges that, for a period of over five months following Jerred and Victoria Holzople obtaining partial ownership of the land, both parties acted in a manner that comports with the existence of an agreement allowing Plaintiff to continue to farm the subject property. During that period of time, Plaintiff continued to plant, seed, fertilize and spray the fields in the manner in which a commercial farmer would and Defendants allowed Plaintiff to continue to access and maintain their land in conformity with the terms of the agreement. According to Plaintiff's Amended Complaint, Defendant Darren Holzople then, on May 8, 2015 after the season's crops were planted, informed Plaintiff that the agreement was terminated effective immediately and that Defendants were making arrangements for other individuals to harvest this season's crops. Therefore, Plaintiff's Amended Complaint pleads sufficient facts to meet the requirements of properly pled claim for Breach of Contract against all Defendants.

Next, Defendant contends that Plaintiff's Unjust Enrichment Claim was pled with insufficient specificity. The elements necessary to prove an unjust enrichment claim are: (1) a benefit is conferred on defendant

by plaintiff; (2) appreciation of such benefits by defendant; and (3) acceptance and retention of such benefits under such circumstances that would be inequitable for defendant to retain the benefit without payment of value. *Durst v. Milroy General Contracting, Inc.*, 52 A.3d 357 (Pa. Super. 2012).

Plaintiff's Amended Complaint alleges that Plaintiff planted crops on the properties collectively owned by the Defendants. Plaintiff incurred significant expenses in order to cultivate and maintain those crops for a period of multiple months until they became a valuable commodity. Defendants were aware of Plaintiff's activities on the property and voiced no objections. Further the Complaint alleges that at the time those crops reached their peak value, Defendants assumed control of the crops, and acted in such a manner so as to intentionally prevent Plaintiff from harvesting the crops and permanently depriving Plaintiff of the most valuable crop of the season. Therefore, Plaintiff's Amended Complaint sets forth sufficient facts to meet the requirements of a properly pled claim for Unjust Enrichment.

Finally, Defendants contend that Plaintiff's request for Punitive Damages was pled with insufficient specificity. When assessing the propriety of the imposition of punitive damages, the state of mind of the actor is vital. *Feld v. Merriam*, 485 A.2d. 742 (1984). The act or failure to act must be intentional, reckless or malicious. *Id.*

Plaintiff's Amended Complaint alleges that Defendants assumed control of the crops, and acted in such a manner so as to intentionally prevent Plaintiff from harvesting the crops and permanently depriving Plaintiff of the most valuable crop of the season. Inferences could properly be drawn to suggest Defendants termination of the agreements after the crops were planted, together with the conduct of Defendants in harvesting or allowing another to harvest crops previously planted and cultivated by Plaintiff with Defendants' knowledge and consent was intentional, reckless or malicious. Therefore, Plaintiff's Amended Complaint pleads sufficient facts to meet the requirements of properly pled request for Punitive Damages.

For the reasons stated herein, the attached Order is entered.

ORDER OF COURT

AND NOW, on this 14th day of December, 2015, for the reasons stated in the attached Opinion, Defendants' Preliminary Objections are overruled. The parties shall proceed in accordance with Rules of Civil Procedure.

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 15th day of January 2016, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

No. 14-SU-1188
CITIMORTGAGE, INC.

vs.

JAVIER ALVAREZ, SANJUANITA M. YBARRA

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

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

vs.

Javier Alvarez
 Sanjuanita M. Ybarra
 owner(s) of property situate in the BENDERSVILLE BOROUGH, ADAMS County,
 Pennsylvania, being
 108 Kime Avenue, Bendersville, PA 17306
 Parcel No. 03003-0049---000
 Improvements thereon: RESIDENTIAL DWELLING
 Judgment Amount: \$155,010.73
 Attorneys for Plaintiff
 Phelan Hallinan Diamond & Jones, LLP

No. 15-SU-355
MIDFIRST BANK

vs.

ANTHONY D. BASSETT, JENNIFER BASSETT

PROPERTY ADDRESS: 39 BARBARA TRAIL, FAIRFIELD, PA 17320
 BY VIRTUE OF WRIT OF EXECUTION NO. 15-S-355
 MIDFIRST BANK

vs.

ANTHONY D. BASSETT AND
 JENNIFER S. BASSETT
 ALL that certain tract of land situated in Carroll Valley Borough, Adams County, Pennsylvania, being
 known as Lot No. 37 in Section W of Charnita, Inc., Adams County Plat Book 1, page 66
 HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS:
 39 BARBARA TRAIL, FAIRFIELD, PA 17320
 TAX MAP NO. 43027-0055-000
 JUDGMENT AMOUNT: \$168,484.40
 PURCELL, KRUG & HALLER
 1719 N. FRONT STREET
 HARRISBURG, PA 17102-2392

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

vs.

CATHY J. BAUMGARDNER

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

vs.

Cathy J. Baumgardner
 Property Address: 12 Cherry Street, New Oxford, PA 17350
 Township or Borough: Oxford Township
 PARCEL NO.: 35009-0057
 IMPROVEMENTS THEREON: A RESIDENTIAL DWELLING
 JUDGMENT AMOUNT: \$126,870.16
 ATTORNEYS FOR PLAINTIFF
 SHAPIRO & DENARDO, LLC
 3600 HORIZON DRIVE, SUITE 150
 KING OF PRUSSIA, PA 19406
 610-278-6800

No. 15-SU-241
PACIFIC UNION FINANCIAL, LLC

vs.

ROBERT BOONE

PROPERTY ADDRESS: 520 EDGE GROVE ROAD, HANOVER, PA 17331
 BY VIRTUE OF WRIT OF EXECUTION NO: 15-SU-241
 PACIFIC UNION FINANCIAL LLC

vs.

ROBERT ALLEN BOONE
 All that certain piece or parcel or Tract of land situate Conewago Township, Adams County, Pennsylvania, and being known as
 520 Edgegrove Road, Hanover, Pennsylvania 17331
 TAX MAP AND PARCEL NUMBER:08-K13-0027
 THE IMPROVEMENTS THEREON ARE:
 Residential Dwelling
 REAL DEBT: \$177,899.34
 SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF: Robert Boone McCabe, Weisberg and Conway, P.C.
 123 South Broad Street, Suite 1400 Philadelphia, PA 19109

No. 14-SU-835
US BANK NATIONAL ASSOCIATION

vs.

CAROL A. BURNS, EMMETT C. BURNS, UNITED STATES OF AMERICA

PROPERTY ADDRESS: 250 OLD MILL ROAD, NEW OXFORD, PA 17350
 By virtue of Writ of Execution No. 14-S-835
 U.S. Bank National Association, as trustee, in trust for registered holders of First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF18

vs.

Carol A. Burns
 Emmett C. Burns
 UNITED STATES OF AMERICA
 PROPERTY ADDRESS: 250 Old Mill Road, New Oxford, PA 17350
 Hamilton Township
 Parcel No.: 17-09-0011
 Improvements thereon: Residential Dwelling
 Judgment amount: \$522,139.90
 MILSTEAD & ASSOCIATES, LLC
 BY: Robert W. Williams, Esquire
 ID No. 315501
 1 E. Stow Road
 Marlton, NJ 08053
 (856) 482-1400
 Attorney for Plaintiff

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

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

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

James W. Muller
 Sheriff of Adams County

www.adamscounty.us
 12/18, 12/23 & 12/31

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 15th day of January 2016, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

**No. 14-NO-987
BENDERSVILLE MUNICIPAL
AUTHORITY**

vs.

J. MICHAEL CLOUSE, REBECCA A. CLOUSE

PROPERTY ADDRESS: 131 PARK STREET, BENDERSVILLE, PA 17306

By Virtue of Writ of Execution No.

14-NO-987

BENDERSVILLE MUNICIPAL
AUTHORITY

vs.

J. MICHAEL CLOUSE AND REBECCA A. CLOUSE

131 Park Street, Bendersville,
Pennsylvania 17306

Bendersville Borough

Parcel No. 03004-0046

Improvements consist of a Residential
dwelling

Judgment Amount \$3113.19

Attorney for Plaintiff

Robert E. Campbell, Esquire,

Campbell and White PC

112 Baltimore Street

Gettysburg, PA 17325

**No. 15-SU-842
LAKEVIEW LOAN SERVICING, LLC**

vs.

ALEXIS A. DARR, CHRISTOPHER G. DARR

PROPERTY ADDRESS: 54 GALAXY
DRIVE, HANOVER, PA 17331

By virtue of Writ of Execution No.

15-SU-842

LAKEVIEW LOAN SERVICING, LLC

vs.

ALEXIS A. DARR & CHRISTOPHER G. DARR

PROPERTY ADDRESS: 54 Galaxy Drive
Hanover, PA 17331

CONEWAGO TOWNSHIP

Parcel No: 08-023-0064

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$141,746.20

Attorneys for Plaintiff

KML Law Group, P.C.

**No. 14-NO-1305
CUMBERLAND TOWNSHIP
AUTHORITY**

vs.

FRANKLIN J. EPPERSON, JR.,

DEBRA L. EPPERSON

PROPERTY ADDRESS: 1244

CHAMBERSBURG ROAD,

GETTYSBURG, PA 17325

By Virtue of Writ of Execution No.:

14-NO-1305

CUMBERLAND TOWNSHIP

AUTHORITY

vs.

FRANKLIN B. EPPERSON, JR AND

DEBRA L. EPPERSON

1244 Chambersburg Road, Gettysburg,

Cumberland Township, Pennsylvania

17325

Parcel No. 09E12-0086

Improvements consist of a Residential

Dwelling

Judgment Amount: \$3,485.01

Attorney for Plaintiff

Robert E. Campbell, Esquire

Campbell and White PC

112 Baltimore Street

Gettysburg, PA 17325

**No. 14-SU-1393
WELLS FARGO BANK, N.A.**

vs.

DENNIS J. FISCHBACH, TAMMY D. FISCHBACH

PROPERTY ADDRESS: 27

BONNIEFIELD CIRCLE, GETTYSBURG,

PA 17325

By virtue of a Writ of Execution No.

14-SU-1393

Wells Fargo Bank, N.A.

vs.

Dennis J. Fischbach

Tammy D. Fischbach

owner(s) of property situate in the

BONNEAUVILLE BOROUGH, ADAMS

County,

Pennsylvania, being

27 Bonniefield Circle, Gettysburg, PA

17325-7826

Parcel No. 06,009-0072

Improvements thereon: RESIDENTIAL

DWELLING

Judgment Amount: \$171,151.25

Attorneys for Plaintiff

Phelan Hallinan Diamond & Jones, LLP

**No. 15-SU-583
WELLS FARGO BANK, N.A.**

vs.

HEIDI MEGAN FOSTER, ZACHARY C. DITTMAR

PROPERTY ADDRESS: 226 MAIN

STREET, BIGLERSVILLE, PA 17307

By virtue of a Writ of Execution No.

15-SU-583

Wells Fargo Bank, NA

vs.

Heidi Megan Foster

Zachary C. Dittmar

owner(s) of property situate in the

ARENDSVILLE BOROUGH, ADAMS

County,

Pennsylvania, being

226 Main Street, Biglerville, PA 17307-

8602

Parcel No. 02,004-0061

Improvements thereon: RESIDENTIAL
DWELLING

Judgment Amount: \$188,497.31

Attorneys for Plaintiff

Phelan Hallinan Diamond & Jones, LLP

**No. 15-SU-1173
BRANCH BANKING & TRUST
COMPANY**

vs.

RYAN J. HUGHES, TAMARA L. HUGHES

PROPERTY ADDRESS: 21 STEINWEHR
AVENUE, GETTYSBURG, PA 17325

By Virtue of Writ of Execution No. 2015-
SU-1173

BRANCH BANKING AND TRUST

COMPANY SUCCESSOR

IN INTEREST TO SUSQUEHANNA

BANK

vs.

RYAN J. HUGHES AND TAMARA L. HUGHES

Address of Property: 21 Steinwehr
Avenue, Gettysburg Borough, Adams
County

Pennsylvania 17325

Parcel: 16-013-0026-000

Improvements to Property: Commercial

Restaurant Building

Judgment \$516,284.47

Barley Snyder

William F. Colby, Jr., Esquire

50 S. 5th Street-2nd Fl; PO Box 942,

Reading, PA 19603

610-376-6651

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

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

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

James W. Muller

Sheriff of Adams County

www.adamscounty.us

12/18, 12/23 & 12/31

SHERIFF SALES

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No. 15-SU-429**WELLS FARGO BANK, N.A.**

vs.

GREGORY S. KAUFFMAN

PROPERTY ADDRESS: 201 CARBAUGH ROAD, FAYETTEVILLE, PA 17222

By virtue of a Writ of Execution No. 15-SU-429

Wells Fargo Bank, N.A.

vs.

Gregory S. Kauffman

owner(s) of property situate in the HAMILTONBAN TOWNSHIP, ADAMS County, Pennsylvania, being 201 Carbaugh Road, Fayetteville, PA 17222-8301

Parcel No. 18,A11-0011

Improvements thereon: RESIDENTIAL DWELLING

Judgment Amount: \$145,073.02

Attorneys for Plaintiff

Phelan Hallinan Diamond & Jones, LLP

No. 14-NO-1026**BOROUGH OF LITTLESTOWN**

vs.

JEFFREY B. KELLER, MARY**MELINDA KELLER**

PROPERTY ADDRESS: 318 S. QUEEN STREET, LITTLESTOWN, PA 17340

By Virtue of Writ of Execution No.

14-NO-1026

BOROUGH OF LITTLESTOWN

vs.

JEFFREY B. KELLER AND MARY M. KELLER

Property Address: 318 S. Queen Street, Littlestown, Pennsylvania 17340

Borough of Littlestown

Parcel No. 27011-0053

Improvements consist of a Residential dwelling

Judgment Amount: \$5,836.24

Attorney for Plaintiff

Robert E. Campbell, Esquire

Campbell and White PC

112 Baltimore Street

Gettysburg, PA 17325

No. 10-SU-981**LYNN G. PETERSON**

vs.

GARY P. KOONTZ

PROPERTY ADDRESS: 5063

BALTIMORE PIKE, LITTLESTOWN, PA 17340

By virtue of Writ of Execution No. 2010-S-981

Lynn G. Peterson, Executor and Personal Representative of the Estate of

Elizabeth Little

vs.

Gary P. Koontz

5063 Baltimore Pike, Littlestown, PA

17340

Germany Township

Parcel No. 15-I17-00011A---000

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$87,939.01

Attorney for Plaintiff

Lynn G. Peterson, Esq.

Peterson & Peterson

No. 15-SU-705**WELLS FARGO BANK, NATIONAL****ASSOCIATION AS TRUSTEE FOR****OPTION ONE MORTG**

vs.

CONNIE M. LEE

PROPERTY ADDRESS: 4698

BALTIMORE PIKE, LITTLESTOWN, PA

17340

By virtue of a Writ of Execution No.

15-SU-705

Wells Fargo Bank, National Association

as Trustee for Option One Mortgage

Loan Trust

2007-5, Asset-Backed Certificates,

Series 2007-5

vs.

Connie M. Lee

owner(s) of property situate in the

GERMANY TOWNSHIP, ADAMS

County, Pennsylvania,

being

4698 Baltimore Pike, Littlestown, PA

17340-9327

Parcel No. 15116-0049-000

Improvements thereon: RESIDENTIAL

DWELLING

Judgment Amount: \$253,248.12

Attorneys for Plaintiff

Phelan Hallinan Diamond & Jones, LLP

No. 15-SU-854**U.S. BANK NATIONAL ASSOCIATION,****AS TRUSTEE FOR BANC OF****AMERICA FUNDING**

vs.

SANDRA K. LEMAIRE

PROPERTY ADDRESS: 1240 NEW CHESTER ROAD, NEW OXFORD, PA 17350

By virtue of Writ of Execution No.:

15-SU-854

U.S. Bank National Association, as

Trustee for Banc of America Funding

Corporation 2006-6

Trust Mortgage Pass-Through

Certificates Series 2006-6

vs.

Sandra K. Lemaire

Property Address: 1240 New Chester

Road, New Oxford, PA 17350

Township or Borough: Strabon

Township

PARCEL NO.: 38110-0015D-000

IMPROVEMENTS THEREON: A

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$428,970.06

ATTORNEYS FOR PLAINTIFF

SHAPIRO & DENARDO, LLC

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

610-278-6800

No. 15-SU-852**URBAN FINANCIAL OF AMERICA,****LLC**

vs.

VIRGIL LOVE

PROPERTY ADDRESS: 1053

HIGHLAND AVENUE ROAD,

GETTYSBURG, PA 17325

By Virtue of Writ of Execution Number

2015-SU-0000852

URBAN FINANCIAL OF AMERICA LLC

vs.

VIRGIL LOVE

All that certain piece or parcel or Tract

of land situate Strabon Township,

Adams County, Pennsylvania, and

being known as

1053 Highland Avenue Road,

Gettysburg, Pennsylvania 17325

TAX MAP AND PARCEL NUMBER:

38G13-0083

THE IMPROVEMENTS THEREON ARE:

Residential Dwelling

REAL DEBT: \$148,030.21

SEIZED AND TAKEN IN EXECUTION

AS THE PROPERTY OF: Virgil Love

McCabe, Weisberg and Conway, P.C.

123 South Broad Street, Suite 1400

Philadelphia, PA 19109

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James W. Muller
Sheriff of Adams County

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12/18, 12/23 & 12/31

SHERIFF SALES

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No. 15-SU-908**JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION**

vs.

CHERYL L. MCCARTIN

PROPERTY ADDRESS: 218 SOUTH LINCOLN DRIVE, HANOVER, PA 17331
By virtue of Writ of Execution No.:

15-SU-908

JPMorgan Chase Bank, National Association

vs.

Cheryl L. McCartin

Property Address 218 South Lincoln Drive, Hanover, PA 17331
Township or Borough: Conewago Township

PARCEL NO.: 08009-0303

IMPROVEMENTS THEREON: A

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$105,427.65

ATTORNEYS FOR PLAINTIFF

SHAPIRO & DENARDO, LLC

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

610-278-6800

No. 15-SU-93**THE BANK OF NEW YORK MELLON
FKA THE BANK OF NEW YORK, AS
TRUSTEE FOR T**

vs.

**BRIAN K. MERRIKEN, TINA Y
NUZZOLO**

PROPERTY ADDRESS: 425 BOY SCOUT ROAD, NEW OXFORD, PA 17350

By virtue of Writ of Execution No.:

15-SU-93

The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2007-10

vs.

Brian K. Merriken and Tina Y. Nuzzolo

Property Address: 425 Boy Scout

Road, New Oxford, PA 17350

Township or Borough: Hamilton

Township

PARCEL NO.: (17)-J10-0011

IMPROVEMENTS THEREON: A

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$255,233.80

ATTORNEYS FOR PLAINTIFF

SHAPIRO & DENARDO, LLC

3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
610-278-6800

No. 14-SU-829**M&T BANK**

vs.

**CHRISTINA D. MORGAN, ERIC N.
MORGAN**

PROPERTY ADDRESS: 749 WEST MYRTLE STREET, LITTLESTOWN, PA 17340

By virtue of Writ of Execution No.

14-SU-829

M&T BANK

vs.

CHRISTINA D. MORGAN & ERIC N. MORGAN

PROPERTY ADDRESS: 749 West

Myrtle Street Littlestown, PA 17340

Parcel No: 01-27.007-0131

BOROUGH OF LITTLESTOWN

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$207,921.29

Attorneys for Plaintiff

KML Law Group, P.C.

No. 12-SU-274**PHH MORTGAGE CORPORATION**

vs.

**JON P. MURDOCH, JUDITH A.
MURDOCH**

PROPERTY ADDRESS: 175 WEST HIGH STREET, AKA 175 HIGH STREET, ORRTANNA, PA 17353

By virtue of a Writ of Execution No.

12-S-274

PHH Mortgage Corporation, f/k/a

Coldwell Banker Mortgage

vs.

Jon P. Murdoch

Judith A. Murdoch

owner(s) of property situate in the

TOWNSHIP OF FRANKLIN, ADAMS

County,

Pennsylvania, being

175 West High Street, aka 175 High

Street, Orrtanna, PA 17353-9782

Parcel No. 12C-10-0048F--000

(Acreage or street address)

Improvements thereon: RESIDENTIAL

DWELLING

Judgment Amount: \$222,766.01

Attorneys for Plaintiff

Phelan Hallinan Diamond & Jones, LLP

No. 13-SU-1393**WILMINGTON SAVINGS FUND
SOCIETY, FSB, ET AL.**

vs.

**MICHAEL REDMOND, JR., STACY J.
COPENHAVER**

PROPERTY ADDRESS: 21 NORTH JOHNAMAC COURT, LITTLESTOWN, PA 17340

By Virtue of Writ of Execution Number 2013-SU-0001393

Wilmington Savings Fund Society, FSB, Not its Individual Capacity But Solely as Trustee of the

Primestar-H Fund I Trust c/o Statebridge Company LLC

vs.

MICHAEL REDMOND JR
STACY J REDMOND AKA STACY J COPENHAVER

PROPERTY ADDRESS: 21 N JOHNAMAC COURT, LITTLESTOWN, PA 17340

Borough of Littlestown

Parcel No. 27-004-0018

Improvements consist of a Residential Dwelling

JUDGMENT AMOUNT: \$179,007.43

STERN & EISENBERG, PC

Andrew J. Marley, Esq.

1581 Main Street, Ste 200

Warrington PA 18976

(215) 572-8111

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

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

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

James W. Muller

Sheriff of Adams County

www.adamscounty.us

12/18, 12/23 & 12/31

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 15th day of January 2016, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

No. 14-SU-980
CITIMORTGAGE, INC.

vs.

TRAVIS R. REED, KANDACE J. KREIGLINE

PROPERTY ADDRESS: 3246 OLD HWY 30 HWY, ORRTANNA, PA 17353
 By virtue of Writ of Execution No. 14-S-980

US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CRMSI REMIC SERIES 2006-01-REMIC PASS-THROUGH CERTIFICATES SERIES 2006-01

vs.

Travis R. Reed
 Kandace J. Kreigline a/k/a Kandace J. Reed
 3246 Old Hwy 30 Hwy, Orrtanna, PA 17353
 Franklin Township
 Parcel No.: 12-B09-0135
 Improvements thereon: Residential Dwelling
 Judgment amount: \$246,221.99
 MILSTEAD & ASSOCIATES, LLC
 BY: Robert W. Williams, Esquire
 ID No. 315501
 1 E. Stow Road
 Marlton, NJ 08053
 (856) 482-1400
 Attorney for Plaintiff

No. 13-SU-1524
WELLS FARGO BANK, N.A.

vs.

TIFFANI M. RUGGERIE, DONALD JAMES RUGGERIE, JR

PROPERTY ADDRESS: 111 CREST VIEW DRIVE, EAST BERLIN, PA 17316
 By virtue of a Writ of Execution No. 13-S-1524

Wells Fargo Bank, NA
 vs.

Tiffani M. Ruggerie
 Donald J. Ruggerie, Jr
 owner(s) of property situate in the READING TOWNSHIP, ADAMS County, Pennsylvania,
 being:
 111 Crest View Drive, East Berlin, PA 17316-9579
 Parcel No. 36L08-0146---000
 (Acreage or street address)
 Improvements thereon: RESIDENTIAL DWELLING
 Judgment Amount: \$209,694.17

Attorneys for Plaintiff
 Phelan Hallinan Diamond & Jones, LLP

No. 15-SU-650
CALIBER HOME LOANS, INC. F/K/A VERICREST FINANCIAL, INC.

vs.

SCOTT EDWARD SANDERS
 PROPERTY ADDRESS: 51 PINE RIDGE ROAD, ASPERS, PA 17304
 By virtue of a Writ of Execution No. 15-SU-650
 Caliber Home Loans, Inc. f/k/a Vericrest Financial, Inc.

vs.

Scott E. Sanders
 owner(s) of property situate in the MENALLEN TOWNSHIP, ADAMS County, Pennsylvania, being
 51 Pine Ridge Road, Aspers, PA 17304
 Parcel No. 29E05-0062B-000
 (Acreage or street address)
 Improvements thereon: RESIDENTIAL DWELLING
 Judgment Amount: \$40,937.91
 Attorneys for Plaintiff
 Phelan Hallinan Diamond & Jones, LLP

No. 15-SU-817
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

vs.

LISA R. SHULTZ, STEVEN DALE SPENCE
 PROPERTY ADDRESS: 8 FAWN TRAIL, FAIRFIELD, PA 17320
 By virtue of Writ of Execution No.: 15-S-817
 JPMorgan Chase Bank, National Association

vs.

Lisa R. Shultz
 and
 Steven Dale Spence
 Property Address: 8 Fawn Trail, Fairfield, PA 17320
 Township or Borough: Borough of Carroll Valley
 PARCEL NO.: 43024-0020-000
 IMPROVEMENTS THEREON: A RESIDENTIAL DWELLING
 JUDGMENT AMOUNT: \$72,258.87
 ATTORNEYS FOR PLAINTIFF
 SHAPIRO & DENARDO, LLC
 3600 HORIZON DRIVE, SUITE 150
 KING OF PRUSSIA, PA 19406
 610-278-6800

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

vs.

MICHAEL W. SMITH, LORI SMITH
 PROPERTY ADDRESS: 38 CROSSVIEW TRAIL, FAIRFIELD, PA 17320
 By virtue of a Writ of Execution No. 14-SU-1476
 U.S. Bank National Association, as Trustee for Residential Asset Securities Corporation,
 Home Equity Mortgage Asset-Backed Pass-Through Certificates, Series 2006-KS9

vs.

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

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

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James W. Muller
 Sheriff of Adams County
 www.adamscounty.us
 12/18, 12/23 & 12/31

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 15th day of January 2016, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

No. 14-NO-581
CUMBERLAND TOWNSHIP
AUTHORITY

vs.
MICHAEL J. STANKO, BARBARA ANN STANKO
PROPERTY ADDRESS: 2 UNION VIEW DRIVE, GETTYSBURG, PA 17325
BY VIRTUE OF WRIT OF EXECUTION NUMBER 2014-NO-0000581
CUMBERLAND TOWNSHIP AUTHORITY
vs.
MICHAEL J STANKO & BARBARA STANKO
PROPERTY ADDRESS: 2 UNION VIEW DRIVE, GETTYSBURG, PA 17325
CUMBERLAND TOWNSHIP IMPROVEMENTS CONSIST OF A RESIDENTIAL DWELLING
Parcel No. 09-F12-0262
JUDGMENT AMOUNT: \$3,718.35
Robert E. Campbell, Esq.
112 Baltimore St.
Gettysburg, PA 17325
(717) 334-9278

No. 11-SU-317
21ST MORTGAGE CORPORATION
vs.
TIMOTHY L WILKINSON, CHRISTINE M WILKINSON

PROPERTY ADDRESS: 757 GABLERS ROAD, GARDNERS, PA 17324
By virtue of Writ of Execution No. 2011-S-317
21ST MORTGAGE CORPORATION
vs.
TIMOTHY L. WILKINSON & CHRISTINE M. WILKINSON
757 Gablers Road Gardners, PA 17324
Menallen Township
Parcel No: 29-F404-0047A-000
(Acreage or street address)
IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING
JUDGMENT AMOUNT: \$266,208.90
Attorneys for Plaintiff
KML Law Group, P.C.

No. 15-SU-195
M&T BANK
vs.
CARL A. YINGLING
PROPERTY ADDRESS: 39 MAIN STREET, MCSHERRYSTOWN, PA 17344
By virtue of Writ of Execution No. 2015-SU-0000195
M&T BANK
vs.
CARL A. YINGLING
39 Main Street McSherrystown, PA 17344
Borough of McSherrystown
Parcel No: 28-002-0084-000
(Acreage or street address)
IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING
JUDGMENT AMOUNT: \$126,477.31
Attorneys for Plaintiff
KML Law Group, P.C.

No. 15-NO-232
BOROUGH OF LITTLESTOWN
vs.
DEBORA S. ZEPP
PROPERTY ADDRESS: 19 DELAWARE AVENUE, LITTLESTOWN, PA 17340
By Virtue of Writ of Execution No.: 15-NO-232
BOROUGH OF LITTLESTOWN
vs.
DEBORA S. ZEPP aka DEBORA S. NULL
19 Delaware Avenue, Littlestown, Pennsylvania 17340
Borough of Littlestown
Parcel No. 27007-0060
Improvements consist of a Residential dwelling
Judgment Amount: \$5904.99
Attorney for Plaintiff
Robert E. Campbell, Esquire
Campbell and White PC
112 Baltimore Street
Gettysburg, PA 17325

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

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James W. Muller
Sheriff of Adams County
www.adamscounty.us
12/18, 12/23 & 12/31

ESTATE NOTICES

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

FIRST PUBLICATION**ESTATE OF MICHAEL R. BROWN, DEC'D**

Late of the Borough of New Oxford, Adams County, Pennsylvania

Administratrix: Linda M. Brown, 314 Hollywood Avenue, New Oxford, PA 17350

Attorney: John A. Wolfe, Esq., Wolfe, Rice & Quinn, LLC, 47 West High Street, Gettysburg, PA 17325

ESTATE OF MICHAEL PATRICK CASEY, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Administratrix: Martha S. Wolf, c/o Barbara Jo Entwistle, Esq., Entwistle & Roberts, 37 West Middle Street, Gettysburg, PA 17325

Attorney: Barbara Jo Entwistle, Esq., Entwistle & Roberts, 37 West Middle Street, Gettysburg, PA 17325

ESTATE OF LARRY E. MOOSE, DEC'D

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Linda K. Blettner, 239 Meade Avenue, Hanover, PA 17331

Attorney: Ann C. Shultis, Esq., Shultis Law, LLC, 1147 Eichelberger Street, Suite F, Hanover, PA 17331

ESTATE OF EVELYN L. SMYERS, DEC'D

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

Executor: Max Emig, c/o Sharon E. Myers, Esq., CGA Law Firm, PC, P.O. Box 606, East Berlin, PA 17316

Attorney: Sharon E. Myers, Esq., CGA Law Firm, PC, P.O. Box 606, East Berlin, PA 17316

ESTATE OF CARRIE A. SPONSELLER, DEC'D

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Executor: Dale V. Sponseller, 20 Cottage Lane, New Oxford, PA 17350

Attorney: Keith R. Nonemaker, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

SECOND PUBLICATION**ESTATE OF ROLAND R. NICHOLS, DEC'D**

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Executor: Jay D. Nichols, c/o Barbara Jo Entwistle, Esq., Entwistle & Roberts, 37 West Middle Street, Gettysburg, PA 17325

Attorney: Barbara Jo Entwistle, Esq., Entwistle & Roberts, 37 West Middle Street, Gettysburg, PA 17325

ESTATE OF ROBERT C. REDDING, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executrix: Lisa Topper, 57 Mile Trail, Fairfield, PA 17320

Attorney: John A. Wolfe, Esq., Wolfe, Rice & Quinn, LLC, 47 West High Street Gettysburg, PA 17325

THIRD PUBLICATION**ESTATE OF CHARLES W. KLING, DEC'D**

Late of the Borough of New Oxford, Adams County, Pennsylvania

Executrix: Linda Ranaudo, PO Box 60, Lemont, PA 16851

Attorney: Keith R. Nonemaker, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

ESTATE OF MARY L. LIVELSBERGER a/k/a MARY LOUISE LIVELSBERGER, DEC'D

Late of Reading Township, Adams County, Pennsylvania

Co-Executrices: Kathy A. Keith, 445 Providence Dr., McSherrystown, PA 17344; Brenda M. Livelsberger, 645 Littlestown Rd., Littlestown, PA 17340

Attorney: Keith R. Nonemaker, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

ESTATE OF CHARLES FREDERICK MILLER, a/k/a CHARLES F. MILLER, DEC'D

Late of Union Township, Adams County, Pennsylvania

Co-Executors: Gregory C. Miller, 440 Clover Lane, Hanover, Pennsylvania 17331; Kevin E. Miller, 55 Bowers Road, Littlestown, Pennsylvania 17340

Attorney: Thomas M. Shultz, Esq., 211 Kennedy Court, Suite 5, Hanover, PA 17331