

# FAYETTE LEGAL JOURNAL

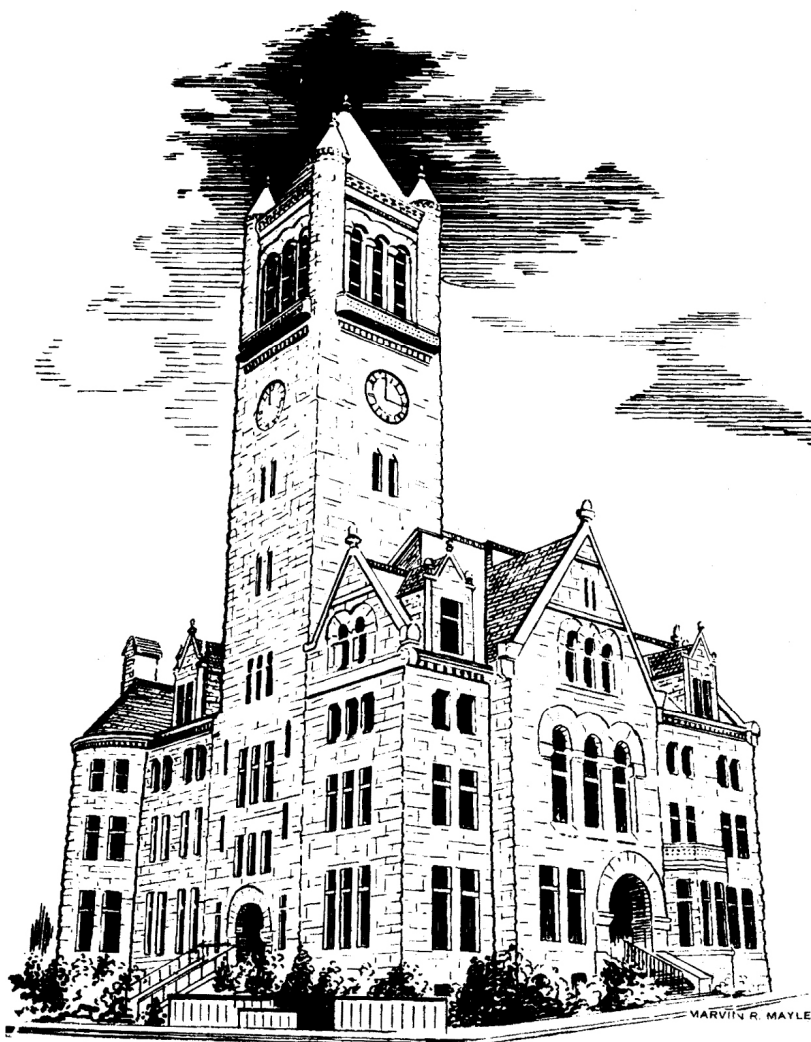
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## FAYETTE LEGAL JOURNAL

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**Co-Editors:** Garnet L. Gordon and Melinda Deal Dellarose

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The Ethics Hotline provides free advisory opinions to PBA members based upon review of a member's prospective conduct by members of the PBA Committee on Legal Ethics and Professional Responsibility. The committee responds to requests regarding, the impact of the provisions of the Rules of Professional Conduct or the Code of Judicial Conduct upon the inquiring member's proposed activity. All inquiries are confidential.

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## ESTATE NOTICES

Notice is hereby given that letters testamentary or of administration have been granted to the following estates. All persons indebted to said estates are required to make payment, and those having claims or demands to present the same without delay to the administrators or executors named.

### Third Publication

**LINDA RAE BOOR**, late of North Union Township, Fayette County, PA (3)

*Executor:* Emery Jerome Boor  
c/o Higinbotham Law Offices  
68 South Beeson Boulevard  
Uniontown, PA 15401

*Attorney:* James E. Higinbotham, Jr.

**BRUCE PAPTICK**, late of South Union Township, Fayette County, PA (3)

*Personal Representative:* Nancy J. Paptick  
c/o Higinbotham Law Offices  
68 South Beeson Boulevard  
Uniontown, PA 15401

*Attorney:* James E. Higinbotham, Jr.

**MARK WARREN, a/k/a MARK EDWARD WARREN**, late of Mill Run, Fayette County, PA (3)

*Administrator:* Richard G. Warren  
c/o Casini & Geibig, LLC  
815B Memorial Blvd.  
Connellsville, PA 15425

*Attorney:* Jennifer M. Casini

### Second Publication

**SHARON FARKAS**, late of Perry Township, Fayette County, PA (2)

*Executor:* Jack Farkas  
c/o Higinbotham Law Offices  
68 South Beeson Boulevard  
Uniontown, PA 15401

*Attorney:* James E. Higinbotham, Jr.

**SARAH E. HUDAK, a/k/a SALLY HUDAK**, late of Uniontown, Fayette County, PA (2)

*Administratrix:* Suzanne Jones  
c/o Tiberi Law Office  
84 East Main Street  
Uniontown, PA 15401

*Attorney:* Vincent M. Tiberi

**MARGARET KALP, a/k/a MARGARET LOUISE KALP**, late of Bullskin Township, Fayette County, PA (2)

*Co-Executors:* Darren E. Kalp and Brett G. Kalp  
749 North Church Street  
Mt. Pleasant, PA 15666  
*Attorney:* Michael Johnson

**SHEILA RAE WILSON**, late of Georges Township, Fayette County, PA (2)

*Personal Representative:* Richard Franklin Wilson  
76 East Main Street  
Uniontown, PA 15401  
*Attorney:* Douglas S. Sholtis

### First Publication

**KIMBERLY ANN HILEMAN, a/k/a**

**KIMBERLY A. HILEMAN**, late of Washington Township, Fayette County, PA (1)

*Executrix:* Heather A. Hileman  
c/o Higinbotham Law Offices  
68 South Beeson Boulevard  
Uniontown, PA 15401

*Attorney:* Christian E. Sesek

**ANNA MARIE HORVATH, a/k/a ANNIE HORVATH**, late of Dunbar Township, Fayette County, PA (1)

*Executrix:* Lee Ann Park  
135 Knox Avenue  
Brownsville, PA 15417

**WILLIAM T. RYAN**, late of Brownsville Borough, Fayette County, PA (1)

*Executor:* Keith F. Ryan  
c/o Webster & Webster  
51 East South Street  
Uniontown, PA 15401  
*Attorney:* Robert L. Webster, Jr.

**ROBERT STERBUTZEL, a/k/a ROBERT LEO STERBUTZEL, JR.,** late of

McClellandtown, Fayette County, PA <sup>(1)</sup>

*Administratrix:* Patricia Sterbutzel

c/o Conti Law

7880 Steubenville Pike

Oakdale, PA 15071

*Attorney:* Blake Birchmeier

**WILLIAM WADDELL,** late of Uniontown

City, Fayette County, PA <sup>(1)</sup>

*Executrix:* Barbara Keefer

c/o Rowan Law Office

890 Vanderbilt Road

Connellsville, PA 15425

*Attorney:* Mark Rowan

## LEGAL NOTICES

### Bankruptcy Sale Notice

IN RE: Michael J. Raczkowski

Case No. 25-22342-JAD

2021 Nautique G23, HIN CTC141911021 and

2021 Boatmate Trailer, VIN

5A7BB2336NT001685

Date of Sale: 02/24/26 @ 10:00 a.m.

Objections Due: 01/30/26

Initial Offer: \$104,000.00

Higher and better offers will be considered at hearing from Qualified Bidders.

For more information: [www.pawb.uscourts.gov/easi.htm](http://www.pawb.uscourts.gov/easi.htm)

Notice is hereby given of the existence of the Joseph P. & Eleanor A. Semans Revocable Trust dated August 28, 1991, and that this notice is being published as the result of the death of the surviving Grantor of that Trust, Joseph P. Semans, on behalf of the Trustee, Joseph A. Semans. Notice is hereby given to all persons indebted to the Trust to make immediate payment, and to those having claims against the same, to present them to the undersigned, duly authenticated for settlement.

Joseph A. Semans, Trustee  
c/o Ernest P. DeHaas, III, Esquire  
DEHAAS LAW, LLC  
51 East South Street  
Uniontown, PA 15401  
(724) 438-3510

### Articles of Incorporation

Rapid Fire 24/7, Inc. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended.

Proden & O'Brien

99 East Main Street

Uniontown, PA 15401

## SHERIFF'S SALE

Date of Sale: March 19, 2026

By virtue of the below stated writs out of the Court of Common Pleas of Fayette County, Pennsylvania, the following described properties will be exposed to sale by James Custer, Sheriff of Fayette County, Pennsylvania on Thursday March 19, 2026, at 2:00 pm at <https://fayette.pa.realforeclose.com>.

The Conditions of sale are as follows:

All bidders must complete the Realauction on-line registration process at <https://fayette.pa.realforeclose.com> to participate in the auction.

All bidders must place a 10% deposit equal to the successful bid for each property purchased to Realauction via wire transfer or ACH per Realauction requirements. Upon the auction's close, buyer shall have 10 business days to pay the remaining balance to the Fayette County Sheriff's Office via cashier's check. No cash will be accepted. Failure to comply with the Conditions of Sale, shall result in a default and the down payment shall be forfeited by the successful bidder and applied to the costs and judgments. The schedule of distribution will be filed no later than 30 days after the sale of real property. If no petition has been filed to set aside the sale or objections to the distribution are filed within 10 days of filing the distribution, the Sheriff will prepare and record a deed transferring the property to the successful bidder.

(1 of 3)

James Custer  
Sheriff of Fayette County

PARKER McCAY P.A.  
 By: Daniel J. Capecci, Esquire  
 Attorney ID# 319193  
 9000 Midlantic Drive, Suite 300  
 P.O. Box 5054  
 Mount Laurel, NJ 08054-1539

No. 940 of 2024 G.D.  
 No. 284 of 2025 E.D.

**Valley Strong Credit Union**  
**c/o NewRez LLC d/b/a Shellpoint Mortgage**  
**Servicing**  
**75 Beattie Place, Ste. 300**  
**Greenville, SC 29601**  
**Plaintiff,**  
**vs**  
**Avery Beamish and**  
**Jennifer Lynn Beamish**  
**605 Maple Street**  
**Brownsville, PA 15417**  
**Defendants**

By virtue of a Writ of Execution, No. 940 of 2024 GD, Valley Strong Credit Union vs. Avery Beamish and Jennifer Lynn Beamish, owner of property situated in Luzerne Township, Fayette County, Pennsylvania  
 605 Maple St, Brownsville, PA 15417  
 Parcel No. 19-29-0061  
 Improvements thereon: Residential Single-Family Dwelling

KML LAW GROUP, P.C.  
 Suite 5000  
 701 Market Street  
 Philadelphia, PA 19106-1532  
 (215) 627-1322

No. 976 of 2025 G.D.  
 No. 285 of 2025 E.D.

**ROCKET MORTGAGE, LLC F/K/A**  
**QUICKEN LOANS, LLC F/K/A QUICKEN**  
**LOANS INC.**  
**1050 Woodward Ave**  
**Detroit, Michigan 48226-1906**  
**Plaintiff**  
**vs.**  
**C J A MINOR AKA C J J, A MINOR, Solely**  
**in His/Her Capacity as Heir of Curtis L.**  
**Johnson, Deceased AKA Curtis James**  
**Johnson**  
**CYNTHIA L. JOHNSON Solely in Her**  
**Capacity as Heir of Curtis L. Johnson,**  
**Deceased**  
**The Unknown Heirs of Curtis L. Johnson**  
**Deceased**

**1003 Wharton Furnace Road Farmington,**  
**PA 15437**

Defendant(s)

ALL THAT CERTAIN LOT OF LAND  
 SITUATE IN WHARTON TOWNSHIP,  
 COUNTY OF FAYETTE AND  
 COMMONWEALTH OF PENNSYLVANIA.

BEING KNOWN AS: 1003 WHARTON  
 FURNACE ROAD, FARMINGTON, PA 15437  
 TAX PARCEL #42-20-000901

IMPROVEMENTS: A RESIDENTIAL  
 DWELLING

SOLD AS THE PROPERTY OF: C J A  
 MINOR AKA C J J, A MINOR, SOLELY IN  
 HIS/HER CAPACITY AS HEIR OF CURTIS  
 L. JOHNSON, DECEASED AKA CURTIS  
 JAMES JOHNSON, CYNTHIA L. JOHNSON  
 SOLELY IN HER CAPACITY AS HEIR OF  
 CURTIS L. JOHNSON, DECEASED AND  
 THE UNKNOWN HEIRS OF CURTIS L.  
 JOHNSON DECEASED

Brock & Scott, PLLC

No. 1311 of 2025 G.D.  
 No. 289 of 2025 E.D.

**ROCKET MORTGAGE, LLC F/K/A**  
**QUICKEN LOANS, LLC**  
**v.**  
**CALEB COCKRELL**

By virtue of a Writ of Execution No. 2025-01311, ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC v. CALEB COCKRELL, owner(s) of property situate in the TOWNSHIP OF BULLSKIN, FAYETTE County, Pennsylvania, being 219 EVERSON VALLEY ROAD, CONNELLSVILLE, PA 15425

Tax ID No. 04240008 a/k/a 04-24-0008  
 Improvements thereon: RESIDENTIAL  
 DWELLING  
 Judgment Amount: \$94,676.96

1325 Franklin Avenue, Suite 160  
Garden City, NY 11530  
(212) 471-5100

No. 2000 of 2025 G.D.  
No. 302 of 2025 E.D.

**LSF9 Master Participation Trust**

**v.**  
**Jenny R. Dean, Jeffrey K. Dean A/K/A**  
**Jefferey L. Dean**

By virtue of Writ of Execution No. 302 of 2025, E.D.

LSF9 Master Participation Trust v Jenny R. Dean, Jeffrey K. Dean A/K/A Jefferey L. Dean  
Docket Number: 2000 of 2025GD

Property to be sold is situated in the Township of Stewart, County of Fayette and Commonwealth of Pennsylvania.

Commonly known as: 380 Burnworth Road, Mill Run, PA 15464

Parcel Number: 37-13-0014-06

Improvements thereon of the residential dwelling or lot (if applicable):

Judgment Amount: \$75,494.50

Brock & Scott, PLLC

No. 1317 of 2025 G.D.  
No. 272 of 2025 E.D.

**DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAMP TRUST 2006-SEAI, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-SEAI**

**v.**  
**ROBERT DICE; KIM MARCINKO A/K/A**  
**KIMBERLY MARCINKO**

By virtue of a Writ of Execution No. 1317 of 2025 GD, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAMP TRUST 2006-SEAI, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-SEAI v. ROBERT DICE; KIM MARCINKO A/K/A KIMBERLY MARCINKO, owner(s) of property situate in the GEORGES TOWNSHIP, FAYETTE County, Pennsylvania, being 103 COOLEY ESTATE RD, SMITHFIELD, PA 15478

Tax ID No. 14360127 a/k/a 14-36-0127 a/k/a 14-36-127

Improvements thereon: RESIDENTIAL DWELLING

Judgment Amount: \$51,467.43

Brock & Scott, PLLC

No. 1393 of 2025 G.D.  
No. 297 of 2025 E.D.

**ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC**

**v.**  
**LISA EBERLE, KNOWN HEIR OF DENNIS PRITTS, DECEASED; CORY PRITTS A/K/ A DENNIS CORY PRITTS, KNOWN HEIR OF DENNIS PRITTS, DECEASED; CARRIE PRITTS, KNOWN HEIR OF DENNIS PRITTS, DECEASED; UNKNOWN HEIRS, SUCCESSORS, ASSIGNS, AND ALL PERSONS, FIRMS OR ASSOCIATIONS CLAIMING RIGHT, TITLE, OR INTEREST FROM OR UNDER DENNIS PRITTS, DECEASED**

By virtue of a Writ of Execution No. 1393 OF 2025 GD

ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC V. LISA EBERLE, KNOWN HEIR OF DENNIS PRITTS, DECEASED; CORY PRITTS A/KIA DENNIS CORY PRITTS, KNOWN HEIR OF DENNIS PRITTS, DECEASED; CARRIE PRITTS, KNOWN HEIR OF DENNIS PRITTS, DECEASED; UNKNOWN HEIRS, SUCCESSORS, ASSIGNS, AND ALL PERSONS, FIRMS OR ASSOCIATIONS CLAIMING RIGHT, TITLE, OR INTEREST FROM OR UNDER DENNIS PRITTS, DECEASED, owner(s) of property situate in the TOWNSHIP OF NORTH UNION, FAYETTE County, Pennsylvania, being 228 HOPWOOD COOLSPRING ROAD, HOPWOOD, PA 15445

Tax ID No. 25460172 a/k/a 25-46-0172

Improvements thereon: RESIDENTIAL DWELLING

Judgment Amount: \$153,828.35

Padgett Law Group  
HAYDN MELTON, ESQUIRE (335430)  
700 Darby Road, Suite 100  
Havertown, PA 19083  
(850) 422-2520

No. 1824 of 2025 G.D.  
No. 311 of 2025 E.D.

**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR MANUFACTURED HOUSING CONTRACT SENIOR/ SUBORDINATE PASS-THROUGH CERTIFICATE TRUST 1997-7**

**v.**

**ESTATE OF KAREN HLATKY,  
DECEASED, SAMUEL T. HLATKY, AS  
ADMINISTRATOR AND KNOWN HEIR OF  
THE ESTATE OF KAREN HLATKY,  
DECEASED.**

By virtue of Writ of Execution No. 2025-01824

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE, FOR MANUFACTURED  
HOUSING CONTRACT SENIOR/  
SUBORDINATE PASS-THROUGH  
CERTIFICATE TRUST 1997-7 v. ESTATE OF  
KAREN HLATKY, DECEASED, SAMUEL T.  
HLATKY, AS ADMINISTRATOR AND  
KNOWN HEIR OF THE ESTATE OF KAREN  
HLATKY, DECEASED.

Property Address: 819 Smithfield New  
Geneva Road, Smithfield, PA 15478

Township of Nicholson, County of Fayette,  
Commonwealth of Pennsylvania

Tax Parcel Number: 24190006

Improvements thereon: Single family  
residential dwelling

Judgment Amount: \$30,484.20

KML LAW GROUP, P.C.  
Suite 5000

701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322

No. 1419 of 2025 G.D.  
No. 288 of 2025 E.D.

**LAKEVIEW LOAN SERVICING, LLC**  
**4425 Ponce De Leon Blvd**  
**Mail Stop Ms5/251**  
**Coral Gables, FL 33146**  
**Plaintiff**  
**vs.**

**CLIFFORD FISHER AKA**  
**CLIFFORD E. FISHER**  
**TIFFANY FISHER AKA**  
**TIFFANY L. FISHER**  
**Mortgagor(s) and Record Owner(s)**  
**212 214 North Jefferson Street**  
**Connellsville, PA 15425**  
**Defendant(s)**

ALL THAT CERTAIN LOT OF LAND  
SITUATE IN CITY OF CONNELLSVILLE,  
COUNTY OF FAYETTE AND  
COMMONWEALTH OF PENNSYLVANIA.

BEING KNOWN AS: 212 214 NORTH  
JEFFERSON STREET, CONNELLSVILLE,  
PA 15425

TAX PARCEL #05-09-0097

IMPROVEMENTS: A RESIDENTIAL  
DWELLING

SOLD AS THE PROPERTY OF:  
CLIFFORD FISHER AKA CLIFFORD E.  
FISHER AND TIFFANY FISHER AKA  
TIFFANY L. FISHER

1325 Franklin Avenue, Suite 160  
Garden City, NY 11530  
(212) 471-5100

No. 397 of 2025 G.D.  
No. 300 of 2025 E.D.

**U.S. Bank Trust Company, National  
Association, not in its individual capacity but  
solely as Indenture Trustee of CIM Trust  
2023-R2**

**Vs.**

**Robert C. Grimes, Known Heir of Andrea E.  
Frey A/K/A Andrea Frey Grimes, Deceased;  
Damian Frey, Known Heir of Andrea E. Frey  
A/K/A Andrea Frey Grimes, Deceased;  
Caitlyn Grimes, Known Heir of Andrea E.  
Frey A/K/A Andrea Frey Grimes, Deceased;  
Unknown Heirs, Successors, Assigns and All  
Persons, Firms or Associations Claiming  
Right, Title or Interest from or under Andrea  
E. Frey A/K/A Andrea Frey Grimes,  
Deceased**

By virtue of Writ of Execution No. 300 of  
2025 ED, U.S. Bank Trust Company, National  
Association, not in its individual capacity but  
solely as Indenture Trustee of CIM Trust 2023-  
R2 Vs. Robert C. Grimes, Known Heir of  
Andrea E. Frey A/K/A Andrea Frey Grimes,  
Deceased; Damian Frey, Known Heir of Andrea  
E. Frey A/K/A Andrea Frey Grimes, Deceased;  
Caitlyn Grimes, Known Heir of Andrea E. Frey  
A/K/A Andrea Frey Grimes, Deceased;  
Unknown Heirs, Successors, Assigns and All  
Persons, Firms or Associations Claiming Right,  
Title or Interest from or under Andrea E. Frey  
A/K/A Andrea Frey Grimes, Deceased

Docket Number: 397 of 2025 GD

Property to be sold is situated in the  
Township of North Union, County of Fayette  
and Commonwealth of Pennsylvania.

Commonly known as: 133 Ruskin Street,  
Uniontown, PA 15401

Parcel Number: 25-38-0053

Improvements thereon of the residential  
dwelling or lot (if applicable): Residential  
Dwelling

Judgment Amount: \$63,542.30



Brock & Scott, PLLC  
No. 2300 of 2025 G.D.  
No. 291 of 2025 E.D.

**FREEDOM MORTGAGE CORPORATION  
v.  
JOSH HAJDUK**

By virtue of a Writ of Execution No. 2300 of 2025 GD, FREEDOM MORTGAGE CORPORATION v. JOSH HAJDUK, owner(s) of property situate in the BOROUGH OF MASONTOWN, FAYETTE County, Pennsylvania, being 118 DEBOLT AVENUE. MASONTOWN, PA 15461  
Tax ID No. 2108013602 A/K/A 21-08-0136-02 A/K/A 21-08-013602  
Improvements thereon: RESIDENTIAL DWELLING  
Judgment Amount: \$148,571.44

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Orlans Law Group PLLC  
No. 2000 of 2017 G.D.  
No. 312 of 2025 E.D.

**Anthium, LLC  
v.  
Lenora S. Harford,  
Thomas E. Wingard, in his capacity as Heir of Wilma Jean Wingard, Deceased,  
Tammy M. Lynch, in her capacity as Heir of Wilma Jean Wingard, Deceased,  
Richard A. Wingard, in his capacity as Heir of Wilma Jean Wingard, Deceased and  
Unknown Heirs, Successors, Assigns, and all Persons, Firms, or Associations Claiming Right, Title or Interest from or Under Wilma Jean Wingard, Deceased**

By virtue of a Writ of Execution No. 2000-OF-2017-GD, Anthium, LLC v. Lenora S. Harford, Thomas E. Wingard, in his capacity as Heir of Wilma Jean Wingard, Deceased, Tammy M. Lynch, in her capacity as Heir of Wilma Jean Wingard, Deceased, Richard A. Wingard, in his capacity as Heir of Wilma Jean Wingard, Deceased and Unknown Heirs, Successors, Assigns, and all Persons, Firms, or Associations Claiming Right, Title or Interest from or Under Wilma Jean Wingard, Deceased, owner(s) of property situate in the Township of LUZERNE, Fayette County, Pennsylvania, being 636 Palmer Adah Road, Adah, PA 15410  
Parcel No. 19320017  
Improvements thereon: RESIDENTIAL DWELLING  
Judgment Amount: \$105,872.67

KML LAW GROUP, P.C.  
Suite 5000  
701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322  
  
No. 2473 of 2025 G.D.  
No. 309 of 2025 E.D.

**ROCKET MORTGAGE, LLC F/K/A  
QUICKEN LOANS, LLC F/K/A QUICKEN  
LOANS INC.  
1050 Woodward Avenue  
Detroit, MI 48226-1906  
Plaintiff  
vs.  
JASON HARVEY  
ELLIE PINARDI AKA  
ELEANOR PINARDI  
Mortgagor(s) and Record Owner(s)  
637 Stone Church Road  
New Salem, PA 15468  
Defendant(s)**

ALL THAT CERTAIN LOT OF LAND  
SITUATE IN TOWNSHIP OF REDSTONE,  
COUNTY OF FAYETTE AND  
COMMONWEALTH OF PENNSYLVANIA.  
BEING KNOWN AS: 637 STONE  
CHURCH ROAD, NEW SALEM, PA 15468  
TAX PARCEL #30-31-003001  
IMPROVEMENTS: A RESIDENTIAL  
DWELLING  
SOLD AS THE PROPERTY OF: JASON  
HARVEY AND ELLIE PINARDI AKA  
ELEANOR PINARDI

---

Jill M. Fein, Esquire  
Hill Wallack LLP  
1000 Floral Vale Blvd., Suite 300  
Yardley, PA 19067  
(215) 579-7700  
  
No. 2009 of 2023 G.D.  
No. 281 of 2025 E.D.

**Plaintiff: Wilmington Savings Fund  
Society, FSB, as trustee of Upland Mortgage  
Loan Trust A  
v.  
Defendant: Phyllis E. Kimmel**

By virtue of a writ of execution case number: 2023-02009, Plaintiff: Wilmington Savings Fund Society, FSB, as trustee of Upland Mortgage Loan Trust A v. Defendant: Phyllis E. Kimmel, owners of property situate in the



Borough of South Connellsville, Fayette County, Pennsylvania, being pin number 33-03-0090.

Property being known as: 1419 East Gibson Ave, Connellsville, PA 15425

Improvements thereon: Residential Property

Padgett Law Group  
WILLIAM MILLER, ESQUIRE (308951)  
700 Darby Road, Suite 100  
Havertown, PA 19083  
(850) 422-2520

No. 1731 of 2025 G.D.  
No. 313 of 2025 E.D.

**DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAMP TRUST 2004-WF, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-WF**

**v.**  
**NANCY J. KNOPSNIDER,**  
**JESSE R. KNOPSNIDER, JR.**

By virtue of Writ of Execution No. 2025-01731, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAMP TRUST 2004-WF, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-WF v. NANCY J. KNOPSNIDER, JESSE R. KNOPSNIDER, JR.

Property Address: 191 Connor Road, Indian Head, PA 15446

Township of Saltlick, County of Payette, Commonwealth of Pennsylvania

Tax Parcel Number: 31-15-0175

Improvements thereon: Single family residential dwelling

Judgment Amount: \$39,093.56

Brock & Scott, PLLC

No. 2147 of 2023 G.D.  
No. 312 of 2023 E.D.

**FREEDOM MORTGAGE CORPORATION**

**v.**  
**PAUL WILSON LONG III**

By virtue of a Writ of Execution No. 2023-02147, FREEDOM MORTGAGE CORPORATION v. PAUL WILSON LONG III, owner(s) of property situate in the BOROUGH OF POINT MARION, FAYETTE County, Pennsylvania, being 1093 MORGANTOWN

RD, POINT MARION, PA 15474

Tax ID No. 29030104 aka 29-03-0104

Improvements thereon: RESIDENTIAL DWELLING

Judgment Amount: \$167,124.53

Brock & Scott, PLLC

No. 2166 of 2025 G.D.  
No. 263 of 2025 E.D.

**STOCKTON MORTGAGE CORPORATION**

**v.**  
**MEGAN RACHELLE MCCARTY**

By virtue of a Writ of Execution No. 2025-02166, STOCKTON MORTGAGE CORPORATION v. MEGAN RACHELLE MCCARTY, owner(s) of property situate in the NORTH UNION TOWNSHIP, FAYETTE County, Pennsylvania, being 201 PARK AVE, UNIONTOWN, PA 15401

Tax ID No. 25430076 AKA 25-43-0076

Improvements thereon: RESIDENTIAL DWELLING

Judgment Amount: \$68,042.20

Brock & Scott, PLLC

No. 2361 of 2025 G.D.  
No. 290 of 2025 E.D.

**DEUTSCHE BANK TRUST COMPANY AMERICAS AS INDENTURE TRUSTEE FOR THE REGISTERED HOLDERS OF SAXON ASSET SECURITIES TRUST 2004-1 MORTGAGE LOAN ASSET BACKED NOTES AND CERTIFICATES, SERIES 2004-1**

**v.**  
**FREDRICK R. MOLLARD A/K/A**  
**FREDERICK R. MOLLARD**

By virtue of a Writ of Execution No. 2361 of 2025 G.D., DEUTSCHE BANK TRUST COMPANY AMERICAS AS INDENTURE TRUSTEE FOR THE REGISTERED HOLDERS OF SAXON ASSET SECURITIES TRUST 2004-1 MORTGAGE LOAN ASSET BACKED NOTES AND CERTIFICATES, SERIES 2004-1 v. FREDRICK R. MOLLARD A/K/A FREDERICK R. MOLLARD, owner(s) of property situate in the WASINDGTON TOWNSIDP, FAYETTE County, Pennsylvania, being 209 REDSTONE CHURCH RD,

PERRYOPOLIS, PA 15473  
Tax ID No. 41200037 a/k/a 41-20-0037  
a/k/a 41-20-37  
Improvements thereon: RESIDENTIAL  
DWELLING  
Judgment Amount: \$33,832.50

1325 Franklin Avenue, Suite 160  
Garden City, NY 11530  
(212) 471-5100

No. 2285 of 2025 G.D.  
No. 301 of 2025 E.D.

**U.S. Bank Trust Company, National  
Association, as Trustee, as successor-in-  
interest to U.S. Bank National Association,  
not in its individual capacity but solely as  
indenture trustee, for the holders of the CIM  
Trust 2021-RI, Mortgage-Backed Notes,  
Series 2021-RI**

**v.  
Gary L. Murray**

By virtue of Writ of Execution No. 301 of  
2025 ED, U.S. Bank Trust Company, National  
Association, as Trustee, as successor-in-interest  
to U.S. Bank National Association, not in its  
individual capacity but solely as indenture  
trustee, for the holders of the CIM Trust 2021-  
RI, Mortgage-Backed Notes, Series 2021-RI v  
Gary L. Murray

Docket Number: 2285 of 2025 GD  
Property to be sold is situated in the  
Township of North Union, County of Fayette  
and Commonwealth of Pennsylvania.  
Commonly known as: 140 Victoria  
Avenue, Hopwood, PA 15445  
Parcel Number: 25-46-013710  
Improvements thereon of the residential  
dwelling or lot (if applicable):  
Judgment Amount: \$57,751.86

KML LAW GROUP, P.C.  
Suite 5000  
701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322

No. 2564 of 2025 G.D.  
No. 308 of 2025 E.D.

**M&T BANK**  
One Fountain Plaza  
Buffalo, NY 14203  
**Plaintiff**

**vs.**  
**RACHAEL REAM AKA**  
**RACHAEL A. REAM**  
Mortgagor(s) and Record Owner(s)  
545 East Main Street  
Uniontown, PA 15401  
**Defendant(s)**

ALL THAT CERTAIN LOT OF LAND  
SITUATE IN NORTH UNION TOWNSHIP,  
COUNTY OF FAYETTE AND  
COMMONWEALTH OF PENNSYLVANIA.

BEING KNOWN AS: 545 EAST MAIN  
STREET, UNIONTOWN, PA 15401

TAX PARCEL #25-43-0155  
IMPROVEMENTS: A RESIDENTIAL  
DWELLING

SOLD AS THE PROPERTY OF:  
RACHAEL REAM AKA RACHAEL A. REAM

ROBERTSON, ANSCHUTZ, SCHNEID,  
CRANE & PARTNERS, PLLC  
A Florida professional limited liability company  
ATTORNEYS FOR PLAINTIFF  
133 Gaither Drive, Suite F  
Mt. Laurel, NJ 08054  
(855)225-6906

No. 2179 of 2025 G.D.  
No. 278 of 2025 E.D.

**FIFTH THIRD BANK, N.A.**  
**Plaintiff**  
**v.**

**JEREMY COLE RICE A/K/A**  
**JEREMY C. RICE; LYND SAY RICE**  
**Defendant(s)**

ALL THOSE CERTAIN LOTS OR  
PIECES OF GROUND SITUATE IN  
WHARTON TOWNSHIP, FAYETTE  
COUNTY, PENNSYLVANIA:

BEING KNOWN AS: 37 CANAAN  
CHURCH RD FARMINGTON, PA 15437  
BEING PARCEL NUMBER: 42-31-0010  
IMPROVEMENTS: RESIDENTIAL  
PROPERTY

McCalla Raymer Leibert Pierce, LLP  
485F Route 1 South, Suite 300  
Iselin, NJ 08830-3072

No. 2178 of 2025 G.D.  
No. 276 of 2025 E.D.

**LAKEVIEW LOAN SERVICING, LLC**

**v.  
TADD RICHTER**

By virtue of a Writ of Execution No. 2025-02178, LAKEVIEW LOAN SERVICING, LLC V. TADD RICHTER, ALL THAT CERTAIN TRACT OF LAND SITUATE IN DUNBAR TOWNSHIP, FAYETTE COUNTY, COMMONWEALTH OF Pennsylvania.

Parcel ID: 09-31-0200

Property Address: 542 High St, Dunbar, PA 15431

Improvements thereon: Residential Dwelling

Judgment Amount: \$108,160.07

No. 2306 of 2025 G.D.

No. 294 of 2025 E.D.

**NewRez LLC dba Shellpoint Mortgage  
Servicing  
Plaintiff,**

**vs.**

**Robin A. Royer, as Executor to the Estate of  
Donald P Shrum  
Defendant.**

ALL that certain parcel of land lying and being situate in the Township of Bullskin, County of Fayette, and Commonwealth of Pennsylvania, known as 164 Rock Pool Road, Acme, PA 15610 having erected thereon a dwelling house.

Being known and designated as Tax ID No.: 04120093

BEING the same premises which James Boggs and Brenda Lee Boggs, his wife, by Deed dated May 20, 1994 and recorded in and for Fayette County, Pennsylvania in Deed Book 1371, Page 53, granted and conveyed unto Donald P. Shrum and Patricia J. Shrum, his wife.

ROBERTSON, ANSCHUTZ, SCHNEID,  
CRANE & PARTNERS, PLLC  
A Florida professional limited liability company  
ATTORNEYS FOR PLAINTIFF  
133 GAITHER DRIVE, SUITE F  
MT. LAUREL, NJ 08054  
855-225-6906

No. 948 of 2024 G.D.

No. 262 of 2025 E.D.

**U.S. BANK TRUST NATIONAL  
ASSOCIATION, NOT IN ITS INDIVIDUAL  
CAPACITY BUT SOLELY AS OWNER**

**TRUSTEE FOR RCF 2 ACQUISITION  
TRUST,**

**Plaintiff**

**v.**

**CANDY S. SCOTT; ROBERT H. SCOTT  
Defendant(s)**

ALL THOSE CERTAIN LOTS OR  
PIECES OF GROUND SITUATE IN THE  
NORTH UNION TOWNSHIP, FAYETTE  
COUNTY, PENNSYLVANIA:

BEING KNOWN AS: 232 MADISON  
AVENUE HOPWOOD, PA 15445

BEING PARCEL NUMBER: 25530066

IMPROVEMENTS: RESIDENTIAL  
PROPERTY

Padgett Law Group  
WILLIAM MILLER, ESQUIRE (308951)  
700 Darby Road, Suite 100  
Havertown, PA 19083  
(850) 422-2520

No. 2454 of 2025 G.D.

No. 314 of 2025 E.D.

**MARLIN MORTGAGE CAPITAL, LLC**

**v.**

**ADAM J. SHAFFER SR AKA  
ADAM J. SHAFFER**

By virtue of Writ of Execution No. 2025-02454, MARLIN MORTGAGE CAPITAL, LLC v. ADAM J. SHAFFER SR AKA ADAM J. SHAFFER

Property Address: 365 Melcroft Road,  
White, PA

Township of Saltlick, County of Fayette,  
Commonwealth of Pennsylvania

Tax Parcel Number: 31-08-0112-01

Improvements thereon: Single family  
residential dwelling

Judgment Amount: \$113,378.69

No. 332 of 2025 G.D.

No. 296 of 2025 E.D.

**FIRST NATIONAL BANK OF  
PENNSYLVANIA,  
Plaintiff,**

**vs.**

**DUANE SMITH and CYNTHIA WANDELL  
a/k/a CYNTHIA A. SMITH,  
Defendants.**

ALL THAT CERTAIN PIECE, PARCEL  
OR TRACT OF LAND BEING SITUATE AND  
LAYING IN THE BOROUGH OF

BROWNSVILLE, FORMERLY BOROUGH OF SOUTH BROWNSVILLE, COUNTY OF FAYETTE AND COMMONWEAL TH OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN A CERTAIN DEED DATED MAY 6, 2013 FROM DELMAR SMITH AND LORAIN SMITH, TO DUANE SMITH, UNMARRIED AND CYNTHIA WANDELL, UNMARRIED, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF FAYETTE COUNTY, PA ON MAY 15, 2013 IN DBV 3219, PG 1191.

IMPROVEMENT THEREON: A RESIDENTIAL DWELLING  
BEING COMMONLY KNOWN AS 441 High Street, Brownsville, PA 15417.  
BEING KNOWN AND DESIGNATED AS TAX PARCEL NO.: 02-10

No. 1197 of 2023 G.D.  
No. 295 of 2025 E.D.

**Nationstar Mortgage LLC**  
**PLAINTIFF**  
**VS.**  
**Kenneth S. Whitlock, Administrator of the Estate of Margaret J. Hibbs, deceased and DEFENDANT**

ALL that certain parcel of land situate in the situate in the Township of Luzerne, County of Fayette, Commonwealth of Pennsylvania, located in a plan of Lots prepared by AM. Shaffer, Registered Engineer, dated November 26, 1955, and more particularly bounded and described as follows:

COMMONLY KNOWN AS: 215 Telegraph Road, Brownsville, PA 15417  
TAX PARCEL NO. 19-06-0076  
TOGETHER with such rights and SUBJECT to any exceptions, restrictions, reservations and conditions as exist by virtue of prior recorded instruments, deeds or conveyances.

Robertson, Anschutz, Schneid, Crane & Partners, PLLC  
A Florida Professional Limited Liability Company  
ATTORNEYS FOR PLAINTIFF  
Danielle A. Coleman, Esquire,  
PA ID No. 323583  
133 Gaither Drive, Suite F  
Mount Laurel, NJ 08054  
(855) 225-6906

No. 2715 of 2018 G.D.  
No. 283 of 2025 E.D.

**BANK OF AMERICA N.A.,**  
**Plaintiff**  
**v.**  
**RICHARD E. WOLFE**  
**Defendant(s)**

ALL THOSE CERTAIN LOTS OR PIECES OF GROUND SITUATE IN THE GEORGES TOWNSHIP, FAYETTE COUNTY, PENNSYLVANIA:  
BEING KNOWN AS: 19 KIGER STREET SMITHFIELD, PA 15478  
BEING PARCEL NUMBER: 32-07-0011  
IMPROVEMENTS: RESIDENTIAL PROPERTY

No. 286 of 2024 G.D.  
No. 307 of 2025 E.D.

**AMOS FINANCIAL LLC**  
**Plaintiff,**  
**vs.**  
**LEIGH YATSKO**  
**Defendant(s).**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND BEING SITUATE AND LAYING IN THE TOWNSHIP OF MENALLEN, COUNTY OF FAYETTE AND COMMONWEAL TH OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN A CERTAIN DEED DATED MAY 29, 2015 FROM ROBERT C. YATSKO AND JUNE E. YATSKO TO ROBERT C. YATSKO AND LEIGH YATSKO, HIS WIFE, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF FAYETTE COUNTY ON JUNE 1, 2015, IN DEED BOOK VOLUME 3278, PAGE 1714. ROBERT C. YATSKO DIED ON JULY 8, 2022 AND UPON HIS DEATH TITLE VESTED IN LEIGH YATSKO AS SURVIVING OWNER BY OPERATION OF LAW.

IMPROVEMENT THEREON: A frame residential dwelling being known and numbered 130 Carr Street, New Salem, PA 15468.  
TAX PARCEL NUMBER: 22-10-0046.  
Property seized and taken in Execution as the property of LEIGH YATSKO.

\*\*\* END SHERIFF’S SALE \*\*\*

## Registers' Notice

Notice by JEFFREY L. REDMAN, Register of Wills and  
Ex-Officio Clerk of the Orphans' Court Division of the Court of Common Pleas

Notice is hereby given to heirs, legatees, creditors, and all parties in interest that accounts in the following estates have been filed in the Office of the Clerk of the Orphans' Court Division of the Court of Common Pleas as the case may be, on the dates stated and that the same will be presented for confirmation to the Orphans' Court Division of Fayette County on

**Monday, February 2, 2026 at 9:30 A.M.**

<u>Estate Number</u>	<u>Trust Name</u>	<u>Representative</u>
2623-0348	VIOLET B. PAUL	Allan F. Paul, Administrator

Notice is also hereby given that all of the foregoing Accounts will be called for Audit on

**Tuesday, February 17, 2026, at 9:30 A.M.**

in Courtroom No. 1 of the **Honorable President Judge Steve P. Leskinen** or his chambers, Second Floor, Courthouse, Uniontown, Fayette County, Pennsylvania, at which time the Court will examine and audit said accounts, hear exceptions to same or fix a time therefore, and make distribution of the balance ascertained to be in the hands of the Accountants.

JEFFREY L. REDMAN  
Register of Wills and Ex-Officio Clerk of the Orphans' Court Division (1 of 2)

## WARMAN ABSTRACT & RESEARCH LLC

JOHN F. WARMAN

518 Madison Drive

Smithfield, PA 15478

724-322-6529

[johnfranciswarman@gmail.com](mailto:johnfranciswarman@gmail.com)

COMMERCIAL/RESIDENTIAL/CURRENT OWNER/MINERAL TITLE

A DECADE OF EXPERIENCE

E&O INSURED

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**DiBella Weinheimer**  
**Geer McAllister Best Coco Lloyd Whalen**



Holly Whalen ♦ Amy Coco ♦ Bethann Lloyd

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# JUDICIAL OPINION

IN THE COURT OF COMMON PLEAS OF FAYETTE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

GEORGE J. HARVEY,	:	
Plaintiff,	:	
vs.	:	
RUTH E. JOHNSON, Executrix of the	:	
Estate of Robert S. Basinger, deceased,	:	No. 1003 of 2016, G. D.
Defendant.	:	Honorable Nancy D. Vernon

## OPINION AND ORDER

VERNON, J.

January 6, 2026

Before the Court is a Complaint in Equity seeking an injunction and specific performance to compel Defendant Ruth E. Johnson, Executrix of the Estate of Robert S. Basinger, deceased, to complete a Standard Agreement for the Sale of Vacant Land dated January 11, 2013, entered between Plaintiff George J. Harvey and Defendant's decedent, Robert S. Basinger. By way of Answer and New Matter, Defendant maintained the Agreement of Sale expired on February 28, 2013, and argued the within action is barred as time was of the essence.

### Procedural History and Findings of Fact

On January 11, 2013, George J. Harvey and Robert S. Basinger entered a "Standard Agreement for the Sale of Vacant Land." See, Exhibit I. The Agreement provides, "The Settlement Date and all other dates and time identified for the performance of any obligations of this Agreement are of the essence and are binding." See, Standard Agreement at 5(B). The Agreement further provides, "The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties." Id. at 5(D). The Settlement Date is listed as "February 28, 2013, or before if Buyer and Seller agree." Id. at 4(A). The Standard Agreement recited consideration of \$95,000.00 for Tax Parcels 09-05-0054-12, 09-05-0054-14, 09-5-0054-15, 09-05-0054-16, 09-05-0054-17, and 09-05-0054.

The Standard Agreement provides, "The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements [...]." See, Standard Agreement at 18(A). "Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by the Seller." Id. at 18(C). The "Additional Terms" provided, "Offer is pending favorable survey and settling of property division between siblings Robert S. Basinger and Dale Basinger, Jr."

At the time that the Harvey/Basinger Standard Agreement was entered, Robert S. Basinger was also involved in active litigation with his brother, Dale G. Basinger, Jr. at Case Number 371 of 2010, over the same land and additional lands not in dispute at this action. An Order of Partition by Stipulation was entered between the Basinger brothers



three days later, on January 14, 2013.

The stated Settlement Date of February 28, 2013, passed without any conveyances. Thereafter, a partial closing/settlement was held on April 18, 2013, wherein Basinger conveyed to Harvey four tracts of property which were part of the Standard Agreement for the Sale of Vacant Land, including tax parcels 09-05-0054-14, 09-05-0054-15, 09-05-0054-16, and 09-05-0054-17. At the partial closing on April 18, 2013, Harvey tendered \$50,000.00 for those four undisputed tracts.

Petitions for Contempt were filed at the partition action by Dale G. Basinger, Jr. against Robert S. Basinger on April 10, 2013, and October 21, 2014; resulting in this Court, by Order dated November 24, 2014, finding Robert S. Basinger was in contempt and directing him to comply with the partition settlement. Through settlement of the partition action, Basinger eventually received legal title to the disputed tracts by Deed dated February 27, 2015, recorded at Record Book 3274, Page 1720. See, Exhibit K. The delay being attributable to Robert S. Basinger's contemptuous conduct.

Harvey alleges that Basinger did not comply with the Standard Agreement for the Sale of Vacant Lands as evidenced by his contempt in the partition action in clearing title to the disputed tracts and as evidenced by Basinger's failure to have the property surveyed. Basinger died on August 8, 2015. Harvey initiated the within action by Complaint filed on May 19, 2016, seeking specific performance of the Standard Agreement for the Sale of Vacant Land as to Tax Parcels 09-05-0054-12 and 09-05-0054.

Following nonjury trial, the Court issues the within Opinion in support of a finding that the conduct of the parties waived the provision that time was of the essence in the Standard Agreement for the Sale of Vacant Land.

### Discussion

"The fundamental rule in interpreting the meaning of a contract is to ascertain and give effect to the intent of the contracting parties." *Maisano v. Avery*, 204 A.3d 515, 520 (Pa. Super. 2019). We determine that intent from the written agreement, provided the language employed is clear and unequivocal. *Id.* "In the absence of an ambiguity, the plain meaning of the agreement will be enforced." *Id.*

"When parties have deliberately by their agreement or covenants fixed a time for the performance of an act, a court of equity will be very cautious how it interferes in disregard of it, and thus in effect change the contract which the parties have made." *Doughty v. Cooney*, 266 Pa. 337, 109 A. 619, 619 (1920).

However, "the law will not require the doing of a futile act." *Messina v. Silberstein*, 364 Pa. Super. 586, 528 A.2d 959, 961 (1987) (citing *Williams v. Barbaretta*, 359 Pa. 488, 59 A.2d 161 (1948)). Thus, for example, a buyer's obligation to tender by a fixed date is excused where it is established that the seller is not ready to settle. *Id.* at 962 (declining to enforce a "time is of the essence" provision in a real estate contract where sellers conceded they were unable to convey good title on the settlement date); but see *McKuen v. Serody*, 269 Pa. 284, 112 A. 460, 461 (1921) (holding that mere allegation that seller was unable to convey title at designated

time was insufficient to excuse buyer's non-tender); *Phaff v. Gerner*, 451 Pa. 146, 303 A.2d 826, 830-31 (Pa. Super. 1973) (foreclosing specific performance as remedy to buyer where (1) buyer failed to timely tender and (2) seller denied that timely tender would have been futile).

*Michael & Linda, LLC v. Smith*, 216 A.3d 262, 265 (Pa. Super. 2019).

A written agreement may be orally modified, even when the contract expressly provides that all modifications must be in writing, if the parties' conduct clearly shows the intent to waive the no-oral-modifications clause. *ADP, Inc. v. Morrow Motors, Inc.*, 969 A.2d 1244, 1249 (Pa. Super. 2009). As to "time is of the essence" provisions in contracts, our Supreme Court has long stated that they, too, may be waived by the parties' conduct:

[E]ven though the time fixed in an agreement for settlement is stated to be of the essence of the agreement, it may be extended by oral agreement or be waived by the conduct of the parties, and where the parties treat the agreement as in force after the expiration of the time specified for settlement it becomes indefinite as to time and neither can terminate it without reasonable notice to the other.

*Warner Co. v. MacMullen*, 381 Pa. 22, 112 A.2d 74, 78 (1955) (emphasis added); see also *Accu-Weather, Inc. v. Prospect Communications, Inc.*, 435 Pa. Super. 93, 644 A.2d 1251, 1255 (1994) (stating, "even though the time fixed in an agreement is stated to be 'of the essence,' it may be waived by the conduct of the parties").

*CM Goat, LLC v. Valdez*, 318 A.3d 392, 397 (Pa. Super. 2024).

The evidence is indisputable that Basinger was not ready to settle on the negotiated settlement date of February 28, 2013, as he had not received title from the partitioned action. As Basinger is now deceased, the Court declined to hear testimony regarding any oral modifications made by him. Thus, the Court will look at the conduct of the parties.

On April 18, 2013, a partial settlement was made conveying four tracts from Basinger to Harvey. At trial, Harvey submitted as exhibits two letters authored by Attorney David Reiss. On April 30, 2013, Attorney Reiss advised Basinger to provide him with the surveys prepared by Neil Shultz, the surveyor, so that he "can finalize the transaction between [Basinger] and George Harvey." See, Exhibit B. By subsequent letter dated May 2, 2013, Attorney Reiss confirmed that upon receipt of a telephone call from Basinger that Basinger directed Reiss "not to prepare any further documents in regard to the above-referenced property transaction. Pursuant to [Basinger's] request, I [Attorney Reiss] will not prepare any further documents." See, Exhibit C. Attorney Reiss copied George Harvey on both letters. In the May 2, 2013, Attorney Reiss advised Basinger, "You will recall that you are bound by the terms and conditions of the Agreement of Sale you entered with Mr. Harvey dated January 11, 2013. As of this date, [...] I have not received from you the survey, prepared by Neil Shultz, of the beach property fronting the four (4) lots you have already conveyed to Mr. Harvey [...]" *Id.*

With respect to specific performance, our Supreme Court explained in *Payne v.*

Clark, 409 Pa. 557, 187 A.2d 769 (1963):

From the moment an agreement of sale of real estate is executed and delivered it vests in the grantee [(purchaser)] what is known as an equitable title to the real estate. Thereupon the vendor [(seller)] is considered as a trustee of the real estate for the purchaser and the latter becomes a trustee of the balance of the purchase money for the seller. Hence, if the terms of the agreement are violated by the [seller], [the purchaser] may go into a court of equity seeking to enforce the contract and to compel specific performance.

Payne, 187 A.2d at 770–71. In other words, a request for specific performance is an appeal to the court's equitable powers. See *Lackner v. Glosser*, 892 A.2d 21, 31 (Pa. Super. 2006). Specific performance generally is described as the surrender of a thing in itself, because that thing is unique and thus incapable—by its nature—of duplication. See *Cimina v. Bronich*, 517 Pa. 378, 537 A.2d 1355, 1357 (1988). “A decree of specific performance is not a matter of right, but of grace.” *Barnes v. McKellar*, 434 Pa. Super. 597, 644 A.2d 770, 776 (1994) (citation omitted), appeal denied, 539 Pa. 663, 652 A.2d 834 (1994). Such a decree will be granted only if a plaintiff clearly is entitled to such relief, there is no adequate remedy at law, and the trial court believes that justice requires such a decree. *Id.* “Inequity or hardship may be a valid defense in an action for specific performance and such decree refused if in the exercise of a sound discretion it is determined that, under the facts, specific performance would be contrary to equity or justice.” *Payne*, 187 A.2d at 771. Mere inadequacy of price, however, will not defeat specific performance, unless grossly disproportionate. *Id.*

Courts in this Commonwealth consistently have determined that specific performance is an appropriate remedy to compel the conveyance of real estate where a seller violates a realty contract and specific enforcement of the contract would not be contrary to justice. See *Borie v. Satterthwaite*, 180 Pa. 542, 37 A. 102 (1897) (affirming specific performance for breach of real estate agreement); see also *Agnew v. Southern Ave. Land Co.*, 204 Pa. 192, 53 A. 752 (1902) (noting that a court may enforce specifically only an agreement for realty whose terms are definite); *Rusiski v. Pribonic*, 511 Pa. 383, 515 A.2d 507, 510 (1986) (affirming only the award of specific performance for breach of a realty agreement); *Petry v. Tanglewood Lakes, Inc.*, 514 Pa. 51, 522 A.2d 1053, 1055 (1987) (noting that real estate contracts “have been traditionally regarded as being specifically enforceable in equity by the buyer”); *Cimina*, 537 A.2d at 1360 (reversing this Court’s decision to overrule the trial court’s grant of specific performance for a breach of realty agreement). As explained in the second restatement:

Contracts for the sale of land have traditionally been accorded a special place in the law of specific performance. A specific tract of land has long been regarded as unique and impossible of duplication by the use of any amount of money.

Restatement (Second) of Contracts, § 360 cmt. e. As is obvious, specific performance for the sale of land is available because no two parcels of land are identical. An award of damages will not suffice to allow a plaintiff to acquire the same parcel of land anywhere else. Thus, in the context of realty agreements breached by a seller, “we can assume that [a buyer] has no adequate remedy at law.” *Snyder v. Bowen*, 359 Pa.Super. 47, 518 A.2d 558, 560 (1986) (citing 81 C.J.S. Specific Performance § 76 (1977)); cf. *Petry*, 522 A.2d at 1055 (“[W]here Appellant is not claiming the right to have an estate in land conveyed to her, an automatic right to compel the remedy of specific performance cannot be successfully maintained.”).

*Oliver v. Ball*, 136 A.3d 162, 166–67 (Pa. Super. 2016).

The Standard Agreement provided a Settlement Date of February 28, 2013. The parties did not settle by that date, but rather four tracts were conveyed by partial settlement on April 18, 2013, with two tracts remaining in dispute. The Standard Agreement provided additional terms requiring a favorable survey and settling of the partition action. The record establishes that the parties continued to work toward settlement by letter from Attorney David Reiss. The letter advised Basinger on April 30, 2013, that the survey had been completed by Surveyor Neil Shultz and directed Basinger to provide the survey to Attorney Reiss so that he “can finalize the transaction between [Basinger] and George Harvey.” Within days, Attorney Reiss confirmed by subsequent letter that Basinger had since directed him “not to prepare any further documents in regard to the above-referenced property transaction.” According to testimony of Attorney Reiss, the “transaction” being the within disputed tracts.

Notably, Basinger’s conduct was found by this Court to be contemptuous in his failure to finalize the settlement of the partition action. Title to the disputed tracts eventually vested two years later by deed from Dale Basinger to Robert S. Basinger on February 27, 2015. Robert Basinger then died on August 8, 2015. Harvey initiated this action nine months later in May 2016 against Basinger’s Estate.

Under these circumstances, equity will not permit Basinger’s estate to invoke the “time is of the essence” provision as a shield against performance. The evidence demonstrates that the failure to close by February 28, 2013, was not attributable to inaction or neglect by Harvey, but rather to Basinger’s inability and unwillingness to convey marketable title as required by the Standard Agreement. At the time the settlement date passed, Basinger had not resolved the partition litigation even though a stipulation of settlement had been executed, had not obtained or delivered the required surveys to allow the deeds to be prepared, and therefore was not in a position to perform his contractual obligations. The law does not require a buyer to tender performance when such tender would have been futile. See, *Messina*, supra.

The parties’ conduct after February 28, 2013, unequivocally reflects a mutual waiver of the settlement date. The partial settlement on April 18, 2013, the acceptance of \$50,000.00 by Basinger, and the continued involvement of Attorney Reiss in attempting to “finalize the transaction” all evidence that both parties treated the Agreement as continuing in force beyond the stated settlement date. Once parties treat an agreement as

operative after the expiration of a time-is-of-the-essence date, the contract becomes indefinite as to time, and neither party may unilaterally terminate it without reasonable notice. The record is devoid of evidence that Basinger ever provided Harvey with notice that he was terminating the Agreement due to lapse of time. To the contrary, his conduct confirmed the contract was ongoing. By failing to convey the disputed tracts, Basinger breached the Agreement. Any attempt by Harvey to tender the remaining \$45,000.00 was futile as Basinger did not provide the surveys and remained in contempt at the partition action. The location of the remaining disputed property is objectively unique as to its proximity with the lands that were already conveyed by Basinger to Harvey.

Equity will not allow a party to benefit from his own obstruction, particularly where his contemptuous conduct directly caused the delay. Harvey acted within a reasonable time after it became clear that Basinger's death had foreclosed voluntary performance and that judicial intervention was necessary. Given the unique character of the disputed tracts and their contiguity with the parcels already conveyed, monetary damages are insufficient.

Ordering specific performance in this matter does not result in undue hardship or injustice to the Estate. The purchase price was fixed by agreement, partial consideration has already been paid and accepted, and the Estate stands in no worse position than Basinger himself would have occupied had he complied with his contractual obligations.

The Court concludes that justice requires enforcement of the Standard Agreement for the Sale of Vacant Land and will so exercise its equitable discretion. The "time is of the essence" provision was waived by the parties' conduct, Basinger breached the Agreement by failing to convey the remaining disputed tracts, no adequate remedy at law exists, and specific performance is the only appropriate and equitable remedy.

WHEREFORE, we will enter the following Order.

#### ORDER

AND NOW, this 6th day of January, 2026, following nonjury trial, it is hereby ORDERED and DECREED that the Complaint in Equity seeking an injunction and specific performance to compel Defendant Ruth E. Johnson, Executrix of the Estate of Robert S. Basinger, deceased, to complete a Standard Agreement for the Sale of Vacant Land dated January 11, 2013, entered between Plaintiff George J. Harvey and Defendant's decedent, Robert S. Basinger is GRANTED and she shall convey Tax Parcels 09-05-0054-12 and 09-05-0054 to Plaintiff George J. Harvey, free and clear of all liens, encumbrances and easements, except those permitted in the Standard Agreement, upon payment of the balance of the agreed-upon purchase price of \$45,000.00.

BY THE COURT,  
NANCY D. VERNON, JUDGE

ATTEST:  
Prothonotary