



# Chester County Law Reporter

(USPS 102-900)

The Official Legal Publication for Chester County

Vol. 69

WEST CHESTER, PENNSYLVANIA, JANUARY 7, 2021

No. 01

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# Chester County Law Reporter

(USPS 102-900)

*Reporting the Decisions of the Divisions of the Court of the Fifteenth Judicial District of Pennsylvania, Composed of Chester County, Officially Designated by the Rule Thereof as the Legal Periodical for the Publication of Legal Notices*

Owned and Published by  
**CHESTER COUNTY BAR ASSOCIATION**  
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Subscription Rate \$50.00 for CCBA Members; \$70.00 for Nonmembers CCBA  
Periodicals Postage Paid at West Chester, Pennsylvania

POSTMASTER: Send address changes to  
Chester County Law Reporter, 15 West Gay Street, 2nd Floor, West Chester, PA 19380

The **CHESTER COUNTY LAW REPORTER** is published every Thursday. **The Deadline for submission of all notices is 12:00 noon on Tuesday, 10 days prior to the following Thursday publication.** Notices must be submitted in typewritten form OR form provided by the Office of the **Law Reporter** and are published exactly as submitted by the advertiser. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes in content.

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**LSF9 Master Participation Trust v. McQuay**

Mortgage foreclosure – Notary’s acknowledgment – Clear and convincing evidence - Forgery – Dragonetti Act

1. A notary public’s acknowledgment attached to a recorded instrument, such as a deed or mortgage, is prima facie evidence of the due execution and acknowledgement of the instrument. To rebut the presumption of the due execution of a deed or mortgage, a party must prove forgery by clear and convincing evidence.
2. The term ‘clear and convincing evidence’ means that the witnesses must be found to be credible, that the facts to which they have testified are remembered distinctly and the details thereof narrated exactly and in due order, and that their testimony is so clear, direct, weighty, and convincing as to enable either a judge or jury to come to a clear conviction, without hesitancy, of the truth of the precise facts in issue.
3. In order to prove forgery by clear and convincing evidence, a party may not rely solely upon his own self-serving testimony that the signature on the instrument is forged. To the contrary, the party must present corroborating evidence through the testimony of (a) the persons who were involved in the execution of the instrument, such as a witness or the notary public, or (b) a handwriting expert who opines that the party’s signature on the instrument is forged.
4. The Dragonetti Act provides a person who takes part in the procurement, initiation or continuation of civil proceedings against another is subject to liability to the other for wrongful use of civil proceedings if he acts in a grossly negligent manner or without probable cause and primarily for a purpose other than that of securing the proper discovery, joinder of parties or adjudication of the claim in which the proceedings are based and the proceedings have terminated in favor of the person against whom they are brought.
5. To bring an action under the Dragonetti Act, a party must initially prevail in the first action and then commence a second action to recover the losses that it sustained as a result of the first action.
6. A claim under the Dragonetti Act may not be asserted as a counterclaim in the first action.
7. Defendant was arguably inconsistent as to whether she signed documents, knew of the loans, received the money, was the victim of forgery, etc. A handwriting expert opined the signatures were Defendant’s. The notary said he would not have notarized documents without valid proof of the signer’s identity. The Court did not credit Defendant’s testimony, and, following a non-jury trial, the court found in favor of Plaintiff and against Defendant in both the mortgage foreclosure action and Defendant’s counterclaim.

R.E.M.

C.C.P. Chester County, Pennsylvania, Mortgage Foreclosure No. 2014-05272;  
LSF9 Master Participation Trust v. McQuay

Michael P. Coughlin for Plaintiff  
John J. O'Brien, Jr. for Defendant  
Tunnell, J., July 15, 2020:-



periods of time as a result of two bankruptcies filed by McQuay, which the court notices:

- In re: Marian J. McQuay, United States Bankruptcy Court for the Eastern District of Pennsylvania, No. 15-15201; and
- In re: Marian J. McQuay, United States Bankruptcy Court for the Eastern District of Pennsylvania, No. 16-181123.

The first bankruptcy (a Chapter 13 converted to a Chapter 7) was terminated on June 6, 2016. The second bankruptcy (a Chapter 13) was dismissed on January 31, 2018 as a result of McQuay's failure to make plan payments.

On April 9, 2018, LSF9 was substituted in as the plaintiff in this action. On November 27, 2019, with leave of court, LSF9 filed an Amended Complaint which contained three claims: a claim for mortgage foreclosure (Count I) and "alternative" claims for equitable subrogation/unjust enrichment (Count II) and equitable lien (Count III).

On December 24, 2019, McQuay filed an "Answer to the Amended Complaint with New Matter and Counterclaim". In her Counterclaim, McQuay alleged that LSF9 is wrongfully prosecuting this action and that the action is causing damage to McQuay's professional career, future employment, credit history, and her marriage. At trial, this was conflated to a claim that LSF9 could not show that it was the real party in interest. It did show this at trial.

On January 6, 2020, LSF9 filed its "Answer to Defendant's New Matter and Counterclaim".

### MATERIAL FACTS

#### *The Loan*

On or about July 12, 2007, Countrywide Home Loans, Inc. ("Countrywide") extended a loan in the original principal amount of \$476,000.00 (the "Loan") to McQuay to refinance and pay off a prior "Mortgage" dated October 6, 2006 (the, "2006 Mortgage") executed by McQuay in favor of Long Beach Mortgage Company in the original principal amount of \$393,000.00 against the Property, which was recorded on October 19, 2006 with the Chester County Recorder of Deeds Office ("Recorder's Office") at Document ID No. 10697143. See Exhibit P-20. At the time of the Loan, Washington Mutual Bank ("Washington Mutual") was the holder of the 2006 Mortgage.

Defendant admitted that she signed the 2006 Mortgage. (See McQuay Dep. pp. 21-22).

Rhino Settlement Services, Inc. a title agency ("Title Agent"), handled the title work in conducted that the settlement in connection with the Loan. Settlement in connection with the Loan occurred on July 12, 2007. See the "HUD-1 Settlement Statement" ("Settlement Statement") from the Loan (Exhibit P-4). The Settlement Statement reflects that, after the expiration of the three-day rescission period, the proceeds of the Loan were disbursed on July 17, 2012.

To evidence the Loan, at Settlement, McQuay executed a "Note" dated July 12, 2007 in the original principal amount of \$476,000.00 ("Note") in favor of Countrywide. See Exhibit P-1. The original note, held by the Plaintiff, was produced during trial. The Loan was intended to be secured by a first-position mortgage against the Property. To secure the Loan, at settlement, McQuay executed a "Mortgage" dated July 12, 2007 ("Mortgage") in the original principal amount of \$476,000.00 against the Property in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide. See Exhibit P-2. The Mortgage was recorded in the Recorder's Office on August 7, 2007 at Document ID No. 10777317.

*The Use of the Loan Proceeds*

From the proceeds of the Loan, the Title Agent on behalf of Countrywide paid the aggregate sum of \$413,522.12 to Washington Mutual to pay off and satisfy the 2006 Mortgage. See Settlement Statement (Exhibit P-4), line 1513. In addition, in discovery, LSF9 obtained the account statement for the escrow account, Account Number 2000012465026, that the Title Agent maintained at Wachovia Bank for the period June 30, 2007 through July 31, 2007. See Exhibit P-31. Consistent with the Settlement Statement, the account statement indicates that a check, Check No. 8945, in the amount of \$413,522.12 was presented for payment on July 18, 2007, the day after the proceeds of the Loan were disbursed by wire. (Exh. P-4, P-30, P-31)

On August 27, 2007, approximately six weeks after the settlement of the Loan, Washington Mutual recorded in the Recorder's Office a "Satisfaction of Mortgage" with respect to the 2006 Mortgage. See Exhibit P-22.

At trial, as she had when she was deposed, McQuay testified that she knew nothing about the Loan and never received the net proceeds of the Loan as reflected as Line 1604 of the Settlement Statement. (McQuay Dep., pp. 46-48). However, she did admit that, at the time of the Loan, she maintained a checking and savings account at TD Bank. (McQuay Dep., pp. 47-54-55). LSF9 subpoenaed bank account records from TD Bank. The account records produced by TD Bank are marked Exhibit P-30.

The TD Bank records indicate that McQuay had three accounts with TD Bank in 2007 -- a checking account (account no. XXXX9255), a checking account (account no. XXXX2440), and a savings account (account no. XXXX6010). The records further indicate that on July 17, 2007 -- the very day that the loan proceeds from the Loan were disbursed, \$31,783.96 (the net proceeds from the Loan) was transferred via wire transfer into McQuay's checking account (account no. XXXX9255). The same day, McQuay transferred \$31,600 from her checking account into her savings account. Over the next 30 days, McQuay made numerous withdrawals and transfers from the savings account such that the balance in the account was reduced to \$1,210.88 as of August 13, 2007. Consequently, the court disbelieves McQuay's testimony that she never received the net proceeds of the Loan.

*The Loan Modification Agreements*

On or about March 13, 2009, McQuay and Countrywide entered into a "Loan Modification Agreement" (the "2009 Loan Modification") to, inter alia, amend the terms of the Loan. See Exhibit P-5.

The 2009 Loan Modification provides in pertinent part:

"1. As of the 1st day of April 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$503,987.14 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.

2. ***The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender.*** Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6% from the first day of March 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$3,082.86 beginning on the first day of April, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.....

....

4. Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, ***and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement***". (emphasis added).

On or about February 2, 2013, McQuay and BANA, the then holder of the Mortgage, entered into a "Loan Modification Agreement" (the "2013 Loan Modification") to, inter alia, further amend the terms of the Loan. See Exhibit P-6. Section 4 of the 2013 Loan Modification expressly provides that Lender and Borrower agree that:

"C. [Borrower] will comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of the Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may periodically change over the term of my Loan.

D. The Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.

E. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. Except as otherwise specifically provided in, and as expressly modified by, this Agreement, Lender and [Borrower] will be bound by, and will comply with, all of the terms and conditions of the Loan Documents". (emphasis added).

McQuay admitted signing both Loan Modifications. (McQuay Dep., p. 75). McQuay also admits that she was represented by the counsel at the time that she signed the Loan Modifications and that she signed those documents under "advice of counsel". (McQuay Dep., pp. 68-69, 84).

*The Assignment of the Loan to LSF9*

LSF9 is the current holder of the Loan and Mortgage pursuant to an "Assignment of Mortgage" ("Assignment") dated December 9, 2015 and recorded in the Recorder's Office on January 11, 2016 at Document ID No. 11452617. See Exhibit P-7.

*McQuay's Default Under the Loan*

McQuay failed to pay the monthly installments of principal and interest due since March 1, 2013. McQuay admitted that she stopped making any further payments for the Loan and Mortgage "around 2013, 2014". (McQuay Dep., p. 46). This constitutes a default under the terms of the Loan and Mortgage.

McQuay also admits that she has not been paying the homeowners insurance or the real estate taxes on the Property for the last five or six years. (McQuay Dep., p. 46).

As of June 10, 2020, the amount due and owing LSF9 by McQuay is as follows:

Principal	\$548,849.17
Escrow Balance	77,526.98
Interest (from 02/01/2013 to 06/11/2020)	112,278.43
Deferred Principal Balance	55,863.29
Attorney's Fees	6,688.80
Publication Costs	150.00
Property Inspections	330.00
TOTAL	\$801,686.67



LSF9 has complied with Act 6 of 1974, 41 P.S. §403(a), and Act 91 of 1983, 35 P.S. §1680.401c, by sending Defendant the combined notice provided for under Act 91 (“Combined Notice”). See Exhibit P-11. The Act 6 notice provision (§403) does not apply to the within case because at the time LSF9 sent McQuay’s breach letters, the original loan amount exceeded \$50,000.00.

### *The “Forgery” Defense*

In her original Answer filed on July 11, 2014, McQuay did not allege that her signatures on the Note and Mortgage were forged. It was not until she was deposed on March 25, 2019 that she claimed for the first time that she knew nothing about the Loan and that her signatures on the Settlement Statement, Note and Mortgage were allegedly forged.

McQuay contends that she became aware of the alleged forgery in 2008 or 2009, over 10 years ago. However, she readily admitted that, until this year, she never contacted the police or other criminal authorities. (McQuay Dep., pp. 25-27). She also claims that she does not know who allegedly signed her name to the Note and Mortgage. (McQuay Dep., pp. 28-29).

Other than her self-serving testimony that she did not sign the Note and Mortgage, McQuay offered no other testimony or evidence to corroborate her testimony. She did not come forward with any report from a handwriting expert or forensic document examiner opining that her signatures were forged.

In contrast to McQuay’s failure to come forward with corroborating evidence, LSF9 has obtained a report from a forensic document examiner, Joseph M. Rosowski, Sr., who opined that McQuay’s signatures on the Note and Mortgage are genuine. See Mr. Rosowski’s report dated November 24, 2019 and curriculum vitae marked Exhibits P-32 and 33. The court viewed his testimony as credible and persuasive.

LSF9 also called as a witness Jonathan Greenfield (“Greenfield”), the notary who conducted the settlement in connection with the Loan and who notarized McQuay’s signature on the Mortgage. He had no present recollection of this particular settlement which occurred more than 12 years ago. Greenfield, who has conducted nearly 6,000 settlements in his career, testified that he would never conduct a settlement or notarize a document unless the borrower was physically present at the settlement and presented government-issued identification. Greenfield also confirmed his signature on the Settlement Statement which indicates to him that he conducted the settlement of the Loan.

Greenfield also confirmed his signature, notary seal, and handwriting on a certain “Closing Agent/ Notary Public Certification Photo Identification” (“Certification”) wherein he set forth the information on the government-issued identification presented to him by McQuay at the settlement. See Exhibit P-13. In the Certification, Greenfield handwrote the information on the Pennsylvania driver’s license (i.e. license number, issuing agency, issue date, expiration date, etc.) that McQuay presented to him at the settlement. Included in the LSF9’s loan origination file for the Loan is a copy of McQuay’s Pennsylvania driver’s license. See Exhibit P-15. The information on McQuay’s driver’s license matches the information on the Certification.

Greenfield also acknowledged his signature and notary seal on a document entitled “Identity Affidavit” from the settlement of the Loan (“Identity Affidavit”). See Exhibit P-14. Greenfield testified that, apart from the handwriting in the notary acknowledgment, all of the handwriting on that document was McQuay’s handwriting and included personal information relating to McQuay such as her residence, date of birth, taxpayer identification number, and driver’s license number. (Greenfield Dep., pp. 24-26). The driver’s license number on the Identity Affidavit matches the driver’s license number on McQuay’s Pennsylvania driver’s license contained in LSF9’s loan origination file. (Greenfield Dep., pp. 26-27).

Greenfield testified that, based upon the Settlement Statement, the Mortgage, the Certification, and the Identity Affidavit, he had “no doubt” that McQuay was physically present at the settlement when the documents were signed and notarized. (Greenfield Dep., p. 27).

DISCUSSION*McQuay Has Failed to Rebut the Presumption of Due Execution and Acknowledgement of the Mortgage by Clear and Convincing Evidence of Forgery*

A notary public's acknowledgment attached to a recorded instrument, such as a deed or mortgage, is prima facie evidence of the due execution and acknowledgement of the instrument. *Williamson v. Barrett*, 147 Pa.Super. 460, 24 A.2d 546, (Pa.Super.1942). To rebut the presumption of the due execution of a deed or mortgage, a party must prove forgery by clear and convincing evidence. *Warehouse Builders and Supply, Inc. v. Perryman*, 215 Pa.Super. 413, 257 A.2d 349, 350 (1969); *Nebesho v. Brown*, 846 A.2d 721 (Pa.Super. 2004); *Wells Fargo Bank, N.A., as Trustee v. Aguirre*, 2015 WL 13780411 (Westmoreland Co. 2015); *In re: Tippet*, 2004 WL 2495405 (Bankr. E.D.Pa 2004); *In re: Bryant*, 103 B.R. 95 (Bankr. E.D.Pa. 1989). Pennsylvania law defines this heightened standard as follows:

“The term ‘clear and convincing evidence,’ means that the witnesses must be found to be credible, that the facts to which they have testified are remembered distinctly and the details thereof narrated exactly and in due order, and that their testimony is so clear, direct, weighty, and convincing as to enable either a judge or jury to come to a clear conviction, without hesitancy, of the truth of the precise facts in issue.”

*Jones v. Prudential Property and Cas. Ins. Co.*, 856 A.2d 838, 844 (Pa.Super.2004).

In order to prove forgery by clear and convincing evidence, a party may not rely solely upon his own self-serving testimony that the signature on the instrument is forged. To the contrary, the party must present corroborating evidence through the testimony of (a) the persons who were involved in the execution of the instrument, such as a witness or the notary public, or (b) a handwriting expert who opines that the party's signature on the instrument is forged. *Warehouse Builders*, 257 A.2d at 350; *Tippet*, 2004 WL 2495405 at p. 3; *Wells Fargo*, 2015 WL 13780411 at p. 6.

The seminal case on this issue is *Warehouse Builders* in which a grantor contended that his signature on a deed was forged and sought to set aside a mortgage and various judgments recorded after the deed was recorded. The trial court found that the grantor's evidence, which consisted largely of grantor's own self-serving testimony, was insufficient to prove forgery by clear and convincing evidence. On appeal, the Superior Court affirmed, stating:

“One who seeks to rebut the presumption of the due execution and acknowledgment of a deed with proof of a forgery must do so by a preponderance of clear and convincing evidence.

A reading of [grantor's] testimony, with its inconsistencies, generalities, and improbabilities, stamps it as insufficient in law to meet the required burden of proof. ... ***[Grantor] presented no corroborating evidence by the persons who could have given testimony regarding the execution of the deed, such as the person signing as witness to his signature and the Notary Public who subscribed as having notarized his signature. He failed to present a handwriting expert in support of the contention that his signature to the deed was forged.***”

215 Pa.Super. at 416, 257 A.2d at 350 (emphasis added).

In this case, apart from McQuay's own self-serving testimony that she allegedly did not sign the Mortgage (and the Settlement Statement and the Note), McQuay has offered no corroborating evidence of any kind in support of her forgery claim. Notably, she has not offered the testimony of any persons who were involved in the execution of the Mortgage or an opinion from a handwriting expert.

LSF9 presented a forensic document examiner, Joseph M. Rosowski, Sr.

McQuay's self-serving testimony that she allegedly did not sign the Settlement Statement, the Note or the Mortgage, standing alone, is insufficient, as a matter of law, to establish forgery by clear and convincing evidence. For these reasons, McQuay has failed to rebut the presumption of due execution and acknowledgment of the Mortgage by clear and convincing evidence. The court does not credit her testimony.

Accordingly, the court need not proceed to analyze the other two counts in equity asserted by Plaintiff in its Amended Complaint.

*LSF9 is Entitled to Judgment on McQuay's Counterclaim*

McQuay asserted a Counterclaim against LSF9 essentially alleging that LSF9 is wrongfully prosecuting this action and that the action is causing damage to McQuay's professional career, future employment, credit history, and her marriage. Although not specifically titled as such, the Counterclaim is essentially a claim for wrongful use of civil proceedings under the Dragonetti Act, 42 Pa.C.S.A. ¶8351 et seq.

First, LSF9's claims asserted in this action were brought properly and in good faith. Indeed, for the reasons discussed above, LSF9 is entitled to judgment as to those claims. Second, the Counterclaim under the Dragonetti Act because the proceedings did not yet terminate in McQuay's favor. ¶8371(a) of the Dragonetti Act provides:

“(a) Elements of action.--A person who takes part in the procurement, initiation or continuation of civil proceedings against another is subject to liability to the other for wrongful use of civil proceedings:

- (1) he acts in a grossly negligent manner or without probable cause and primarily for a purpose other than that of securing the proper discovery, joinder of parties or adjudication of the claim in which the proceedings are based; and
- (2) the proceedings have terminated in favor of the person against whom they are brought.”

To bring an action under the Dragonetti Act, a party must initially prevail in the first action and then commence a second action to recover the losses that it sustained as a result of the first action. A claim under the Dragonetti Act may not be asserted as a counterclaim in the first action. *Linker v. Custom-Bilt Machinery Inc.*, 594 F.Supp. 894 (E.D.Pa. 1984).

For these reasons, LSF9 is entitled to judgment with respect to McQuay's Counterclaim.

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**NOTICES**

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

**LAW NO. AD-20-0068**

NOTICE IS HEREBY GIVEN that the name change petition of Bernadette Frances Mahoney was filed in the above-named court and will be heard on Thursday, January 21, 2021 at 9:30 AM, in Courtroom 18 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania. Date of filing the Petition: Monday, November 30, 2020

Name to be changed from: Bernadette Frances Mahoney to: Bernadette Frances Williams  
Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

Jean-Pasquale Infanti, Esquire, Attorney for the Petitioner  
Ciccarelli Law Offices  
304 N. High Street, West Chester, PA 19380

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

**LAW NO. 2020-09225-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Cathy Anne Stillman was filed in the above-named court and will be heard on Monday, March 15, 2021 at 2:00 PM, in Courtroom 15 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania. Date of filing the Petition: Friday, December 18, 2020

Name to be changed from: Cathy Anne Stillman to: Shrutananda Saraswati  
Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

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

**LAW NO. 2020-07883-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Elysha Roche on behalf of minor child Gabriel James Betancourt was filed in the above-named court and will be heard on Monday, January 11, 2021 at 9:30 AM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Monday, October 26, 2020

Name to be changed from: Gabriel James Betancourt to: Gabriel James Roche

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

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

**LAW NO. 2020-07882-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Elysha Roche on behalf of minor child Dominic June Betancourt was filed in the above-named court and will be heard on Monday, January 11, 2021 at 9:30 AM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Monday, October 26, 2020

Name to be changed from: Dominic June Betancourt to: Dominic June Roche

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

**CORPORATION NOTICE**

NOTICE IS HEREBY GIVEN THAT Articles of Incorporation were filed with and approved by the Department of State of the Commonwealth of Pennsylvania on Monday, December 7, 2020 for **Homefloormax, Inc.** in accordance with the provi-

sions of the Pennsylvania Business Corporation Law of 1988. The purpose or purposes for which it was organized are: The operation of a hardwood floor wholesale business, and any other lawful purpose for which a corporation may be formed under the Pennsylvania Business Corporation Law of 1988  
 Brian W. Walsh, Esq.  
 Bernstein-Burkley, P.C.  
 707 Grant Street, Suite 2200 Gulf Tower  
 Pittsburgh, PA 15219

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### CORPORATION NOTICE

NOTICE IS HEREBY GIVEN THAT Articles of Incorporation were filed with and approved by the Department of State of the Commonwealth of Pennsylvania on the Friday, December 11, 2020 for **FKNS Enterprises** in accordance with the provisions of the Pennsylvania Business Corporation Law of 1988.

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### CORPORATION NOTICE

#### **NDL Fine Cuisine, Inc.**

has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.

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### DISSOLUTION NOTICE

NOTICE IS HEREBY GIVEN that the shareholders and sole Director of **Readable Holdings, Inc.**, a Pennsylvania corporation, with an address of 319 Prussian Lane, Wayne, PA 19087 (Chester County), have unanimously adopted a proposal to voluntarily dissolve the corporation. The sole Director is now engaged in winding up and settling affairs of the corporation under the provisions of Section 1975 of the Pennsylvania Business Corporation Law of 1988, as amended.

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### 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**

**BAILY**, Virginia M., late of Penn Township. Alan C. Baily, care of NEIL W. HEAD, Esquire, 218 West Miner Street, West Chester, PA 19382, Executor. NEIL W. HEAD, Esquire, Klein, Head, Barnes, &

Wood, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

**BARBER**, Arzelia A., a/k/a Arzelia A. Greenly-Barber, late of Valley Township. Marsha Barber London, 146 Highland Ave., Coatesville, PA 19320. HENRI P. MARCIAL, Esquire, Marcial & Haye, 101 Lindenwood Dr., Suite 225, Malvern, PA 19355, atty.

**COULL**, James, late of Schuylkill Township. John Coull, 162 Adeline Place, Langhorne, PA 19047 Personal Representative.

**DAVIS**, Charles William, late of Lower Oxford. Charles Anthony Davis, care of VINCENT CAROSELLA, JR., Esquire, 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, Executor. VINCENT CAROSELLA, JR., Esquire, Carosella & Associates, P.C., 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, atty.

**DOMENICK**, Barbara W., a/k/a Barbara Domenick, a/k/a Barbara Joan Domenick, late of Tredyffrin Township. Michael Domenick, 589 Chestnut Hill Rd., York, PA 17402, Administrator C.T.A.. THOMAS W. FLYNN III, Esquire, Crawford Diamond Flynn LLC, 19 Waterloo Avenue, Berwyn, PA 19312, atty.

**HALL**, C. Nelson, late of Upper Oxford Township. Russell D. Hall, care of JEFFREY P. BRYMAN, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executor. JEFFREY P. BRYMAN, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

**HELLEBUSH**, Sue Ellithorp, late of East Goshen Township. Sarah L. Hellebush & John C. Hellebush, Jr., care of ANTHONY MORRIS, Esquire, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, Co-Executors. ANTHONY MORRIS, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, atty.

**HUFF**, Joseph A., late of Pottstown. Joseph P Huff, 2356 E High St., Pottstown, PA 19464, Executor.

**JOHNSON**, Betty Z., late of Willistown Township. James M. Caldwell, Jr., care of ANTHONY MORRIS, Esquire, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, Executor. ANTHONY MORRIS, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, atty.

**JOHNSON**, James C., late of Birmingham Township. D. Scott Bonebrake, Esquire, care of CHRISTINA B. ROBERTS, Esquire, 3305 Edgmont Avenue,

Brookhaven, PA 19015, Executor. CHRISTINA B. ROBERTS, Esquire, Pappano & Breslin, 3305 Edgmont Avenue, Brookhaven, PA 19015, atty.

**MAZZIO**, Doris M., late of East Fallowfield Township. Margaret M. Snyder, care of JOSEPH S. NESCIO, Esquire, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, Executrix. JOSEPH S. NESCIO, Esquire, Nescio & Seace, LLP, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, atty.

**OBRIEN**, Joyce Oak, a/k/a Joyce Evelina Marie Oak, late of West Brandywine. Gregory S OBrien, 102 Brookhollow Dr., Downingtown, PA 19335 & Debra O Sabation, 521 Cricklewood Dr., State College, PA 16803, Executors.

**RODKEY**, Velma Atkinson, a/k/a Velma A. Rodkey, a/k/a Velma Rodkey, late of City of Malvern. Glenn Rodkey & Shirley Stanke, care of RYAN M. BORNSTEIN, Esquire, 800 Lancaster Avenue, Suite T-2, Berwyn, PA 19312, Executors. RYAN M. BORNSTEIN, Esquire, Harvey Ballard and Bornstein, LLC, 800 Lancaster Avenue, Suite T-2, Berwyn, PA 19312, atty.

**TAYLOR**, Dorothy P., late of Pennsbury Township. L. Peter Temple, care of DONALD B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. DONALD B. LYNN, JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**THOMPSON**, Shirley Eileen, late of Easttown Township. Matthew Alexander Thompson, a/k/a Matthew A. Thompson, 8 E. Swedesford Rd., Rm. 131, Malvern, PA 19355, Executor. THOMAS F. TOSCANI, Esquire, Toscani & Gillin, P.C., 899 Cassatt Rd., Ste. 320, Berwyn, PA 19312, atty.

**TRUITT**, George C., late of West Chester. Daniel George Truitt & Michele Truitt, 1430 Grand Oak Lane, West Chester, PA 19380, Executors. CHARLES W. PROCTOR, III, Esquire, PLA Associates, PC, 1450 E. Boot Road, Building 400D, West Chester, PA 19380, atty.

**WILCOX**, Bruce, late of Tredyffrin Township. Kelsey J. Kern, care of STEPHEN M. PORTER, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrix. STEPHEN M. PORTER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

**ZIEGLER, JR.**, Gordon S., late of Downingtown. Barbara S. Ziegler, 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.

## 2nd Publication

**BALBEN**, Marie L., late of Uwchlan Township. David J. Balben, care of NORMAN J. PINE, Esquire, 104 S. Church St., West Chester, PA 19382, Executor. NORMAN J. PINE, Esquire, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382, atty.

**CAPUZZI**, George, late of Chester Springs. Rose Capuzzi, 406 Village Walk, Exton, PA 19341, Executor. MATTHEW BRAVETTE, Esquire, Bratton Estate and Elder Care Attorneys, 18 Kings Highway West, Haddonfield, NJ 08033, atty.

**CHMIELEWSKI**, Stephanie, late of Tredyffrin Township. Charles Gaus, Jr., care of DAVID M. FREES, III, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Administrator. DAVID M. FREES, III, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

**HIRSCH**, Donald Edward, late of West Caln Township. Susan L. Hirsch, care of W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, Executor. W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, atty.

**HOGAN**, Anna Theresa, a/k/a Anna Theresa Graziano, a/k/a A. Theresa Hogan, late of West Chester. William Hogan, 532 Woodcliffe Road, Upper Darby, PA 19082, Executor. MICHAEL F. SCHLEIGH, Esquire, Reeves McEwing, LLP, 1004 S. Front Street, Philadelphia, PA 19147 atty.

**LUCK**, Eileen M., late of Schuylkill Township. Stephen Raiter Holstad, Jr., care of ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, Executor. ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, atty.

**MADDOX**, Alana Josephine, a/k/a Alana J. Maddox, a/k/a Alana Maddox, late of East Goshen Township. Donna R. Maddox & Ernest T. Maddox, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Administrators. JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

**MARCINIAK**, Marek R., a/k/a Marek Robert Marciniak, late of West Whiteland Township. Michael A. Malcolm, care of JOHN F. MCKENNA, Esquire, 17 West Miner St., West Chester, PA 19832, Administrator. JOHN F. MCKENNA, Esquire, MacElree Harvey, LTD., 17 West Miner St., West

Chester, PA 19832, atty.

**MILLER**, Robert X., late of Kennett Township. Mark C. Milller, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**ROSNER**, Steven E., late of Chesterbrook. Steven A. Segal, Esquire, 261 Old York Road, Suite 823A, Jenkintown, PA 19046, Executor. STEVEN A. SEGAL, Esquire, Segal & Company, LLC, 261 Old York Road, Suite 823A, Jenkintown, PA 19046, atty.

**RUTLEDGE**, Gary R., a/k/a Gary Robert Rutledge, Sr., late of West Caln Township. Jason M. Rutledge, 3162 Creek Road, Honey Brook, PA 19344, Executor. ALAN J. JARVIS, Esquire, 101 Birch Drive, Downingtown, PA 19335, atty.

**SCHEIBE**, Paul S., late of West Caln Township. Paul S. Scheibe, Jr., care of LISA COMBER HALL, Esquire, 27 S. Darlington Street, West Chester, PA 19382, Executor. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S. Darlington Street, West Chester, PA 19382, atty.

**SCHNEIDER**, Albert, late of West Goshen Township. Stacey Harbaugh, care of WILLIAM B. COOPER, III, Esquire, P.O. Box 673, Exton, PA 19341, Executor. WILLIAM B. COOPER, III, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341, atty.

**SPADY**, Mabel W., late of Tredyffrin Township. Robert M. Spady, Jr., 11010 Koman Circle #102, Manassas, VA 20109-7722, Executor.

**THAYER**, Anne B., late of East Marlborough Township. J. Lawrence Blum, care of JOSEPH A. BELLINGHIERI, Esquire, 17 West Miner St., West Chester, PA 19832, Executor. JOSEPH A. BELLINGHIERI, Esquire, MacElree Harvey, LTD., 17 West Miner St., West Chester, PA 19832, atty.

**WEIKEL**, Thomas John, late of Port St. Lucie, Florida. James E. Weikel, 401 Washington Street, Spring City, PA 19475, Personal Representative.

**WILLIAMS**, William Henry, late of West Nottingham Township. John Harris, care of SEAMUS M. LAVIN, Esquire, 122 S. Church St., West Chester, PA 19382, Administrator. SEAMUS M. LAVIN, Esquire, Wetzal Gagliardi Fetter & Lavin LLC, 122 S. Church St., West Chester, PA 19382, atty.

### 3rd Publication

**AIGELTINGER**, Peter L., a/k/a Pete Aigeltinger, late of Downingtown Borough. Peter J. Aigeltinger, care of JAMES M. PIERCE, Esquire, 125 Strafford

Ave., Ste. 110, P.O. Box 312, Wayne, PA 19087, Administrator C.T.A. JAMES M. PIERCE, Esquire, Pierce, Caniglia & Taylor, 125 Strafford Ave., Ste. 110, P.O. Box 312, Wayne, PA 19087, atty.

**BANKS**, Barbara S., late of Penn Township. David L. Banks, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executor. EDWARD M. FOLEY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

**BETTS, SR.**, Kenneth Norman, late of Pocopson Township. Laurie Ann Brown, care of KRISTEN R. MATTHEWS, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrix. KRISTEN R. MATTHEWS, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

**COOVER**, Mary Barbara, a/k/a Barbara Coover, a/k/a M. Barbara Coover, late of Malvern. Donald S. Coover, care of G. ELIAS GANIM, Esquire, P.O. Box 494, Paoli, PA 19301-0494, Executor. G. ELIAS GANIM, Esquire, McLaughlin Ganim, Ltd., P.O. Box 494, Paoli, PA 19301-0494, atty.

**CROSSMAN, JR.**, William H., late of East Vincent Township. Floyd W. Crossman, 498 Auten Rd., Unit 2C, Hillsborough, NJ 08844, Executor. REBECCA A. HOBBS, Esquire, O'Donnell Weiss & Mattei, P.C., 41 E. High St., Pottstown, PA 19464, atty.

**DAMBRO, JR.**, Anthony B., late of Kennett Square. Valentina Parisi and Angelina Parisi, care of DOUGLAS W. OLSHIN, Esquire, 442 North High Street, West Chester, PA 19380, Co-Executors. DOUGLAS W. OLSHIN, Esquire, 442 North High Street, West Chester, PA 19380, atty.

**DiSTEFANO**, Dolores, late of West Chester Borough. Tina Burke, 50 E. Oleander Dr., Mt. Laurel, NJ 08054, Administratrix. JENNIFER FELD, Esquire, Colliton Elder Law Associates, PC, 790 E. Market St., Ste. 250, West Chester, PA 19382, atty.

**HARDY**, Stacy M., late of London Grove Township. Lola Burkenstock, 309 W Washington St, West Chester, PA 19380, Administratrix.

**HOLMES**, Betty J., late of Uwchlan Township. Timothy Holmes, care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, Lentz, Cantor & Massey, LTD., 460 E. King Road, Malvern, PA 19355-3049, atty.

**IFFRIG**, George, a/k/a George A. Iffrig, Jr., late of West Caln Township. Dawn M. Marchini, 307 Jennifer Dr., Coatesville, PA 19320, Executrix. JAMES



R. FREEMAN, Esquire, O'Donnell Weiss & Mattei, P.C., 41 E. High St., Pottstown, PA 19464, atty.

**JONES**, Sandra B., late of Easttown Township. Suzanne Stetson, care of ERICAA. RUSSO, Esquire, 100 Four Falls, Ste. 300, West Conshohocken, PA 19428-2950, Executrix. ERICAA. RUSSO, Esquire, Heckscher, Teillon, Terrill & Sager, P.C., 100 Four Falls, Ste. 300, West Conshohocken, PA 19428-2950, atty.

**JONES, SR.**, Jason R., late of Coatesville. Denise Jones, 1102 Wayne Ave., Coatesville, PA 19320, Administratrix. JOHN F. McKENNA, Esquire, MacElree Harvey, LTD., 17 W. Miner St., P.O. Box 660, West Chester, PA 19382-0660, atty.

**KELLER**, Margaret, late of East Pikeland Township. Kristin L. Keller, care of ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, Executor. ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, atty.

**LILLMARS**, Gary B., late of Pottstown. Margaret Lillmars, 724 Ridge Rd., Pottstown, PA 19465, Administratrix. LAWRENCE M. FRANGIOSA, Esquire, 675 North Lewis Road, Limerick, PA 19468, atty.

**MIDDLETON**, Elizabeth Liddell Burt Harvey, late of Willistown Township. Samuel W. B. Millinghausen, III, 180 S. Main Street, Suite 204, Ambler, PA 19002, Executor. SAMUEL W. B. MILLINGHAUSEN, III, Esquire, Law Offices of Samuel W. B. Millinghausen, III, 180 S. Main Street, Suite 204, Ambler, PA 19002, atty.

**PARKER**, Ronald A., late of Caln Township. Kimberly Ann Starcheski, care of BARRY S. RABIN, Esquire, 797 E. Lancaster Avenue, Suite 13, Downingtown, PA 19335, Personal Representative. BARRY S. RABIN, Esquire, The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue, Suite 13, Downingtown, PA 19335, atty.

**POLLARD**, Richard J., Melissa Pollard, 7514 Tamarron Drive, Plainsboro, NJ 08536, Executor. CHARLES C. BRATTON, II, Esquire, Bratton Estate & Elder Care Attorneys, 18 Kings Highway West, Haddonfield, NJ 08033, atty.

**POWELL**, Jacqueline L., late of Newlin Township. Norman M. Powell, care of TRAVIS G. MAURER, Esquire, 1000 N. King St., Wilmington, DE 19801, Executor. TRAVIS G. MAURER, Esquire, Young Conaway Stargatt & Taylor, LLP, 1000 N. King St., Wilmington, DE 19801, atty.

**SCHOUTEN**, Henry, a/k/a Henry G. Schouten, a/k/a Henry Gerit Schouten, late of West Chester Borough. Jennie Shatynski, care of FOX ROTHSCHILD LLP, Stone Manor Corporate Center, 2700 Kelly Rd., Ste. 300, Warrington, PA 18976-3624, Executrix. FOX ROTHSCHILD LLP, Stone Manor Corporate Center, 2700 Kelly Rd., Ste. 300, Warrington, PA 18976-3624, atty.

**SEIBERT**, Richard Lee, a/k/a Rich Seibert, a/k/a Dick Seibert, late of Glenmoore. Jeffrey Seibert, 71 Bright Summer Way, Glenmoore, PA 19343, Administrator.

**TOWNSEND, JR.**, Thomas Hillis, a/k/a Thomas H. Townsend, late of East Marlborough Township. Dorothy J. Wavrek, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executrix. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**WALRAVEN**, Barbara J., late of West Chester Borough. Cheryl L. Riddle and Pamela J. Hoopes, care of DUKE SCHNEIDER, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrices. DUKE SCHNEIDER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

**WINGER**, Patricia Ann, late of Phoenixville. Mark Ward, 38 Manavon St., Phoenixville, PA 19460, Administrator.

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## CORPORATION NOTICE

### LIMITED LIABILITY COMPANY

NOTICE is hereby given that the **Certificate of Organization** has been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purpose of obtaining the Certificate of Organization pursuant to the provisions of the Business Corporation Law of 1988, 15 Pa. C.S. Section 8913.

The name of the corporation is: **LARDEE LLC** and the Certificate of Organization was filed on: **December 3, 2020.**

The purpose or purposes for which it was organized are: The limited liability company shall have unlimited power to engage in and do any lawful act concerning any or all lawful business for which corporation may be incorporated under the Pennsylvania Business Corporation Law, as amended.

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**CORPORATION NOTICE  
LIMITED LIABILITY COMPANY**

NOTICE is hereby given that the **Certificate of Organization** has been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purpose of obtaining the Certificate of Organization pursuant to the provisions of the Business Corporation Law of 1988, 15 Pa. C.S. Section 8913.

The name of the corporation is: **SELF STORE USA, LLC** and the Certificate of Organization was filed on: **November 19, 2020**.

The purpose or purposes for which it was organized are: The limited liability company shall have unlimited power to engage in and do any lawful act concerning any or all lawful business for which corporation may be incorporated under the Pennsylvania Business Corporation Law, as amended.

**CORPORATION NOTICE  
LIMITED LIABILITY COMPANY**

NOTICE is hereby given that the **Certificate of Organization** has been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purpose of obtaining the Certificate of Organization pursuant to the provisions of the Business Corporation Law of 1988, 15 Pa. C.S. Section 8913

SS.  
The name of the corporation is: **GOSHEN STORAGE, LLC** and the Certificate of Organization was filed on: **November 19, 2020**.

The purpose or purposes for which it was organized are: The limited liability company shall have unlimited power to engage in and do any lawful act concerning any or all lawful business for which corporation may be incorporated under the Pennsylvania Business Corporation Law, as amended.

**1st Publication of 3  
TRUST NOTICE**

THE JOHN S. BONK TRUST  
U/A/D 2/26/2019  
JOHN S. BONK, Deceased  
Late of London Grove Township, Chester County, PA

This Trust is in existence and all persons having claims or demands against said Trust or decedent are requested to make known the same and all persons indebted to the decedent to make payment without delay to MARY T. BONK, TRUSTEE,  
416 Westview Drive, Avondale, PA 19311,

Or to their Attorney:  
PETER S. GORDON, Esquire  
Gordon, Fournaris & Mammarella, P.A.  
1925 Lovering Avenue  
Wilmington, DE 19806

RW-406 (12/18)

D.B. – Book 10384 Page 2209

**IN THE COURT OF COMMON PLEAS OF CHESTER COUNTY, PENNSYLVANIA**

IN RE: CONDEMNATION BY THE	:	NO. 09311-RC	TERM, 2020
COMMONWEALTH OF	:		
PENNSYLVANIA, DEPARTMENT OF	:		
TRANSPORTATION, OF THE	:		
RIGHT-OF-WAY FOR STATE	:		
ROUTE 4006, SECTION CWB	:	EMINENT DOMAIN PROCEEDING	
IN THE TOWNSHIP OF EAST BRANDYWINE	:	IN REM	

**NOTICE OF CONDEMNATION AND DEPOSIT OF ESTIMATED JUST COMPENSATION**

Notice is hereby given that the Commonwealth of Pennsylvania, by the Secretary of Transportation, whose address is the Commonwealth of Pennsylvania, Department of Transportation, Office of Chief Counsel, Real Property Division, Commonwealth Keystone Building, Harrisburg, Pennsylvania 17120, pursuant to the provisions of Section 2003(e) of the Administrative Code of 1929, P.L. 177, 71 P.S. 513(e), as amended, has filed on December 21, 2020 a Declaration of Taking to the above term and number, condemning the property shown on the plans of the parcels listed on the Schedule of Property Condemned which have been recorded in the Recorder's Office of the above county at the places indicated on the said schedule. The name(s) of the owner(s) of the property interest(s) condemned is (are) also shown on the aforesaid Schedule. The Secretary of Transportation, on behalf of himself/herself and the Governor has approved the within condemnation by signing on October 9, 2020 a plan entitled Drawings Authorizing Acquisition of Right-of-Way for State Route 4006 Section CWB R/W in Chester County, a copy of which plan was recorded in the Recorder's Office of the aforesaid county on October 23, 2020, in Highway Book 102 Page 8.

The purpose of the condemnation is to acquire property for transportation purposes.

Plans showing the property condemned from the parcels listed on the Schedule of Property Condemned have been recorded in the aforesaid Recorder's Office at the places indicated on the Schedule, where they are available for inspection. The Property Interest thereby condemned is designated on the Declaration of Taking heretofore filed. The Commonwealth of Pennsylvania is not required to post security, inasmuch as it has the power of taxation.

Because the identity or the whereabouts of the condemnee(s) listed below is (are) unknown or for other reasons he (they) cannot be served, this notice is hereby published in accordance with Section 305(b) of the Eminent Domain Code (26 Pa.C.S. §305(b)).

RW-406 (12/18)

Page 2 of 2

Claim No.	Parcel No.	Name	Address
1500560000	7	Unknown Owner	State Route 4006 Station 51 + 39.66R to Station 56 + 46.65R

The power or right of the Secretary of Transportation of the Commonwealth of Pennsylvania to appropriate the property condemned, the procedure followed by the Secretary of Transportation or the Declaration of Taking may be challenged by filing preliminary objections within thirty (30) days of the date of this notice.

FURTHERMORE, NOTICE IS GIVEN THAT the Commonwealth of Pennsylvania, Department of Transportation, pursuant to Section 522 of the Eminent Domain Code (26 Pa.C.S. §522), will, at the end of the above-referenced thirty (30) day time period within which to file preliminary objections to the Declaration of Taking, present a petition to the Court of Common Pleas of the above county to deposit into court the just compensation estimated by the Commonwealth to be due all parties in interest for damages sustained as the result of the condemnation of the property herein involved.

The petition to deposit estimated just compensation may not be presented to the court if the owner(s) of the property herein involved inform the District Right-of-Way Administrator of the District noted below of their existence and/or whereabouts prior to the expiration of the noted period. After estimated just compensation has been deposited into court, the said monies may be withdrawn by the persons entitled thereto only upon petition to the court. If no petition is presented within a period of six years of the date of payment into court, the court shall order the fund or any balance remaining to be paid to the Commonwealth without escheat.

Roger Joseph  
 District Right-of-Way Administrator  
 Engineering District 6-0  
 Pennsylvania Department of Transportation

**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 sale in the Chester County Justice Center at 201 W Market Street, 3rd Floor, Room 3300, West Chester, Pennsylvania, as announced on **Thursday, January 21st, 2021 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, February 22nd, 2021.** 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 and place of sale. **Payment must be paid in cash, certified check or money order made payable to the purchaser or “Sheriff of Chester County”. The balance must be made payable to “Sheriff of Chester County”. within twenty-one (21) days from the date of sale by 4PM.**

**FREDDA L. MADDOX, SHERIFF**

**2nd Publication**

**SALE NO. 21-1-1**

**Writ of Execution No. 2020-02882**

**DEBT \$1,790,458.88**

ALL THAT CERTAIN tract or piece of ground with the buildings and improvements thereon erected SITUATE in the East Whiteland Township, Chester County, Commonwealth of Pennsylvania bounded and described as follows to wit:

BEGINNING at a point, an iron spike corner on the title line in the bed of Lincoln Highway a corner of lands now or late of

Allen H. and Elizabeth Blacklock; thence extending along the title line in the bed of Lincoln Highway North 83degrees 59 minutes East 150.47 feet to a point a corner of lands now or late of Joseph Norcini and Sons, thence extending along the same and crossing the bed of Lincoln Highway South 15 degrees 3 minutes East 148.60 feet to a stake corner of lands now or late of Elmer & Olive M. Hampton; thence extending along the same South 74 degrees 57 minutes West 131.60 feet to a stake corner of lands now or late of Allen H. Blacklock aforesaid, thence extending along same and recrossing the bed of Lincoln Highway North 20 degrees 41 minutes West 173.03 feet to the first mentioned point and place of beginning.

TITLE TO SAID PREMISES IS VESTED IN J&P Singh Management L.P., a Pennsylvania limited partnership by Deed from Bhavika Realty dated 7/14/17 and recorded 9/1/17 in the County of Chester in Record Book 9608 page 1890.

Tax Parcel # 42-3-228

PLAINTIFF: First IC Bank

VS

DEFENDANT: **J&P Singh Management L.P. and Singh Oil Corp.**

SALE ADDRESS: 562 Lancaster Avenue, East Whiteland Township, Malvern, PA 19355

PLANTIFF ATTORNEY: **MAX L. LIEBERMAN, ESQ. 610-397-1820**

**SALE NO. 21-1-2**

**Writ of Execution No. 2015-02634**

**DEBT \$1,084,724.00**

Property situate in the SCHUYLKILL TOWNSHIP, CHESTER County, Pennsylvania

BLR # 27-6-103.55

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: U.S. Bank National Association, Not in Its Individual Capacity But Solely as Trustee of Nrz Pass-Through Trust V

VS

DEFENDANT: **Daniel F. Cullen & Cecile M. Cullen**

SALE ADDRESS: 25 Spring Hill Lane, Phoenixville, PA 19460-1721

PLANTIFF ATTORNEY: **PHELAN HALLINAN DIAMOND & JONES, LLP 215-563-7000**

**SALE NO. 21-1-3**

**Writ of Execution No. 2019-12873**

**DEBT \$848,657.35**

ALL THAT CERTAIN tract of land with the buildings and improvements erected thereon situate along the Southerly side of New Schuylkill Road in the Township of East Coventry, County of Chester, Commonwealth of Pennsylvania, being more fully described as follows, to wit:

BEGINNING at a corner in the centerline of New Schuylkill Road (L.R. 201, S.R. 724) (Legal Right-of-Way: 120.00 feet wide – 47.00 feet North of centerline and 73.00 feet South of centerline) a corner of this and lands of Jon Berry Peronteau; the said corner being also South 35 degrees 53 minutes 00 seconds East 423.39 feet, measured along the said centerline of New Schuylkill Road from the intersection of the centerline of Wells Road (Legal Right-of-Way: 33.00 feet wide); thence from the place of BEGINNING, along the centerline of New Schuylkill Road, the two (2) following courses and distances: 1. South 35 degrees 53 minutes 00 seconds East 123.37 feet to a point of curve; and 2.

along a curve to the right, having a radius of 5,399.26 feet, and an arc distance of 147.63 feet (Chord: South 35 degrees 06 minutes 00 degrees East 147.63 feet) to a corner of lands of Bruce and Debbie Marvel; thence leaving the centerline of New Schuylkill Road extending along the said lands of Bruce and Debbie Marvel, South 53 degrees 20 minutes 50 seconds West 316.48 feet to a corner of lands of David A. and Cindy L. Kilgannon; thence along the same North 53 degrees 13 minutes 50 seconds West 133.50 feet to a corner of lands of Richard W. and Linda H. Kropp; thence along the same the two following courses and distances: North 34 degrees 11 minutes 30 seconds west 72.06 feet to a corner; and 2. North 24 degrees 49 minutes 00 seconds West 77.22 feet to a corner of the aforementioned lands of Jon Barry Peronteau; thence along the same, North 54 degrees 07 minutes 00 seconds East 341.33 feet to the place of BEGINNING.

CONTAINING 2.1692 Acres of land, being the same more or less.

BEING THE SAME PREMISES which Leisure Properties, LLC by deed dated even herewith, which Deed is being recorded simultaneously with this Mortgage in the office of the Recorder of Deeds for the County of Chester at West Chester, Pennsylvania, granted and conveyed unto Sports N Turf Properties, LLC, in fee.

BEING UPI No. 18-5-85.1

PLAINTIFF: Leisure Properties, LLC

VS

DEFENDANT: **Sports N Turf Properties, LLC**

SALE ADDRESS: 2568 Schuylkill Road, Pottstown, PA 19465

PLANTIFF ATTORNEY: **GREGORY W. PHILIPS, ESQ. 610-323-1400**

**SALE NO. 21-1-4**

**Writ of Execution No. 2019-12034**  
**DEBT \$192,145.02**

PROPERTY SITUATE IN TREDYF-FRIN TOWNSHIP

TAX PARCEL # 43-11B-0163

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: Midfirst Bank

VS

DEFENDANT: **Brian M. Wojnowski as Executor of the Estate of Christie Baine Wojnowski Deceased**

SALE ADDRESS: 483 Upper Gulph Road, Strafford, PA 19087

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

**SALE NO. 21-1-5**

**Writ of Execution No. 2019-03448**  
**DEBT \$368,284.40**

PROPERTY SITUATE IN THE TOWNSHIP OF PENNSBURY

TAX PARCEL # 64-1-212

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: New Residential Mortgage Loan Trust 2018-2

VS

DEFENDANT: **Perry Camerlengo, Jr. aka Perry J. Camerlengo, Jr. aka Perry Camerlengo & Zarouhi Sara Camerlengo**

SALE ADDRESS: 1608 Cheryl Lane, Kennett Square, PA 19348

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

**SALE NO. 21-1-6**

**Writ of Execution No. 2020-01258**  
**DEBT \$171,734.83**

All that certain lot or piece of ground with the buildings and improvements thereon erected, situate in the City of Coatesville, Chester County, Pennsylvania.

Tax Parcel Nos. 16-9-332 and 16-9-333

PLAINTIFF: Commonwealth Capital, LLC

VS

DEFENDANT: **CVLC Property Management, LLC**

SALE ADDRESS: 167-169 Strode Avenue, Coatesville, PA 19320

PLANTIFF ATTORNEY: **EISENBERG, GOLD & AGRAWAL, P.C. 856-330-6200**

**SALE NO. 21-1-7**

**Writ of Execution No. 2015-04767**  
**DEBT \$51,826.86**

ALL THAT CERTAIN lot or parcel of ground with the hereditaments and appurtenances thereon erected, Situate in the City of Coatesville, County of Chester and Commonwealth of Pennsylvania, described in accordance with a Plan of Section 1 for Miller Hill Corporation by Chester Valley Engineers, Inc., Consulting Engineers, Paoli, Pennsylvania, dated June 15, 1959 and being more fully described as follows, to wit:

BEGINNING at a point set in the westerly right of way line of Buchanan Avenue at a corner of Lot #17, said point being distance 313.63 feet measured southwardly along the westerly right

of way line of Buchanan Avenue form its intersection with the radius curve connecting the southerly side of Dulles Avenue; thence extending from the first mentioned point and place of beginning, continuing along the westerly right-of-way line of Buchanan Avenue, South 9 degrees 28 minutes West, 67.02 feet to a monument and a point of curve; thence in a southerly direction along the curved line curving to the right having a radius of 437.19 feet for and arc distance of 10.17 feet and the chord of the arc being South 10 degrees 8 minutes West, 10.17 feet to a point, a corner of Lot #19; thence leaving Buchanan Avenue and extending along Lot #19 North 79 degrees 12 minutes West 144.82 feet to a point set in a line of land of Lot #30; thence extending along Lot #30 and partly along Lot #31 North 18 degrees 25 minutes 10 seconds East, 74.70 feet to a point set at a corner of Lot #17; thence extending along Lot #17 South 80 degrees 32 minutes East, 133.28 feet to the first mentioned point and place of beginning.

CONTAINING 10,509 square feet of land, be the same more or less.

BEING the same premises with Miller Hill Corporation, by Deed dated 12/17/1971 and recorded 12/29/1971 in the Office of the Recorder of Deeds in and for the County of Chester in Record Book 140 Page 727, granted and conveyed unto Harry E. McMinimee and Joan H. McMinimee, his wife, in fee.

AND being the same premises which Harry E. McMinimee and Joan H. McMinimee, his wife, by Deed dated 11/01/1976 and recorded 11/04/1976 in the Office of the Recorder of Deeds in and for the County of Chester in Record Book R49 Page 212, granted and conveyed Charles J. Trammell and Virginia Trammell, his wife, in fee. The said Virginia Trammell departed this life 10/20/2017 whereby leaving title solely

vested in Charles J. Trammell.

UPI NO. 16-01-0026

PLAINTIFF: Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A

VS

DEFENDANT: **Charles J. Trammell**

SALE ADDRESS: 306 Buchanan Drive, a/k/a 306 Buchanan Avenue, Coatesville, PA 19320

PLANTIFF ATTORNEY: **HILL WAL-LICK LLP 215-579-7700**

**SALE NO. 21-1-8**

**Writ of Execution No. 2014-00146**

**DEBT \$53,635.46**

ALL THAT CERTAIN lot or piece of ground Situate in the Township of Pocopson, County of Chester and Commonwealth of Pennsylvania, described according to a survey by James R. Pennell, Surveyor Wawa, Pennsylvania, dated December 20, 1952 as follows, to wit:

BEGINNING at an iron spike in the center line of the State Highway, Route 52 being the road leading from Kennett Square to Lenape, the said spike, measured Westward along the center of the said road being distance 627.55 feet from the point of intersection of the center line of the said road with the center line of the public road leading Southward to the Street Road East of Parkerville, the said spike marking the place of beginning also marks a corner of lands recently conveyed by the Grantors to extending: thence along the centerline of the said Kennett Square to Lenape Road South 67 degrees 1 minute 40 seconds West 139.02 feet to a point; thence by other lands of the Grantors, being Lot No. 2 on the Plan of Lots of Joseph Scafetta bearing date of



October 20, 1952, passing over a stake near the Northerly side of the said road, North 28 degrees 14 minutes 40 seconds West 323.05 feet to a stake; thence by other lands of the Grantors North 67 degrees 1 minute East 50 feet to a stake; and thence by the aforesaid lands conveyed to Wiley, passing over a stake near the Northerly side of the aforesaid Kennett Square to Lenape Road, South 43 degrees 13 minutes 40 seconds East 342.91 feet to the iron spike in the center line of the said road marking the place of beginning.

PREMISES "B"

ALL THAT CERTAIN lot or parcel of land in the Township of Pocopson, County of Chester and Commonwealth of Pennsylvania, more fully described as follows, to wit:

BEGINNING at an interior point, a common corner of lands now or late of Richard Maxton and Edith Pettit, which point is at the distance of 323.05 feet measured North 28 degrees 14 minutes 40 seconds West along aforesaid lands from a point in the title line in the bad of Lenape Road (Rt. 52), which point is at the distance of 295.25 feet measured North 67 degrees 5 minutes East along said title line from its point of intersection with the Northeastly right-of-way line of Williamsburg Drive (50 feet wide);thence extending from said beginning point North 28 degrees 14 minutes 40 seconds West along lands now or late of Richard Maxton, Edward Paullin, and Edward J. Deitz 392.08 feet to a point; thence extending South 59 degrees 26 minute East along lands now or late of Harry N. Tuti and Henry B. Gray 472.1S feel to a point; thence extending South 67 degrees 1 minute West along lands now or late of Charles A. Wood, John M. Wylie and Edit Pettit 226.00 feet to the first mentioned point and place of beginning.

Chester County Tax Parcel Numbers 63-4-75.18 and 63-4-77.

PLAINTIFF: Pocopson Township  
VS

DEFENDANT: **Lillian M. Pettit & Lewette J. Pettit**

SALE ADDRESS: 1425 Lenape Road, West Chester, PA 19382

PLANTIFF ATTORNEY: **KRISTEN WETZEL LADD, ESQ. 610-692-1371**

**SALE NO. 21-1-9**

**Writ of Execution No. 2018-12522**

**DEBT \$392,804.26**

ALL THAT CERTAIN Unit or piece of ground with the buildings and improvements thereon erected, hereditaments and appurtenances, SITUATE in East Caln Township, Chester County, State of Pennsylvania, designated and shown on Plan of "Oak Ridge PRD" made by Lester R. Andes, P.E. Thorndale, PA dated June 23, 1987 and last revised March 4, 1988, recorded April 18, 1988 at West Chester in the Office for the Recorder of Deeds, in and for Chester County in Plan File No. 8137, designated as Unit No. 1 Hickory Court, Building No. 4.

UNDER AND SUBJECT to Declaration of Covenants, Conditions and Restrictions as in Deed recorded August 5, 1988 in Record Book 1240 page 382.

TOGETHER with the free and common use, right, liberty and privilege of all walkways, pavements, parking areas, recreational facilities and streets or avenues as shown on Plan of Oak Ridge PRD, dated June 23, 1987, last revised March 4, 1988, recorded April 18, 1988 in Plan File No. 8137 as a means of ingress, egress and regress form the property herein described to the said recreational facilities, parking areas, streets

or avenues in common with the owners, tenants and occupiers of the other lots or tract of ground in said Plan of Oak Ridge PRD.

Title to said Premises vested in Cameron D. Myers a/k/a Cameron Myers by Deed from Dennis S. Barnabei et al dated December 13, 2002 and recorded February 11, 2003 in the Chester County Recorder of Deeds in Book 5567, Page 347 as Instrument Number 10187625.

Tax Parcel # 40-4-120

PLAINTIFF: Wells Fargo Bank, N.A., as Trustee, on behalf of the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2005-WMC4, Mortgage Pass-Through Certificates, Series 2005-WMC4

VS

DEFENDANT: **Cameron D. Myers a/k/a Cameron Myers & the United States of America c/o the U.S. Attorney for the Eastern District of Pennsylvania**

SALE ADDRESS: 5 Hickory Court, Unit No. 21, Downingtown, PA 19335

PLANTIFF ATTORNEY: **MILSTEAD & ASSOCIATES, LLC 856-482-1400**