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TABLE OF CONTENTS

71 CHESTER COUNTY REPORTS

In re: Estate of Marian D. Toth, Deceased (Issue 2 of 2)

*Orphans' Court – Concise statement of matters complained of on appeal –
Standing – Testamentary capacity – Residual beneficiary – Laches –
Res judicata – Collateral estoppel* 24 (2023)

Classified Ads. 20
Meeting Space - *West Chester*
Associate Attorney
Estates/Trusts Attorney

Legal Notices
See Table of Contents.1

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Discussion¹⁵***Alleged Error 4***

“4. Orphans Court erred as a matter of law not to protect minors and incapacitated persons.”

The Appellants argument that they should be permitted to contest the Memorandum of Understanding and the validity of this court’s May 8, 2018 order, both of which were affirmed on appeal as valid *In the Matter of Marian D. Toth, an incapacitated person*, No. 1516-0190, as well as to assert the rights of their uncle, Geoffrey, against the same Memorandum of Understanding and May 8, 2018 order, are wholly without merit. Just as Mr. Toth failed to establish standing to contest his mother Marian’s agreement to transfer 409 Lancaster Ave., the Appellants similarly lack standing, both for themselves and Geoffrey, to renew Mr. Toth’s attack on that transfer. Even if Appellants had standing to contest the transfer, the doctrine of laches precludes them from now disputing a 2014 property transfer agreement which the record demonstrates has subjected the owner to expensive ongoing rehabilitation, maintenance and tax expenses.

In the Matter of Geoffrey Alfred Toth, an incapacitated person, No. 1516-0786

The Appellants initial assertion in alleged error 4 that they should be permitted to request the court to appoint a successor guardian for Geoffrey in their grandmother’s estate case (*In re: Estate of Marian D. Toth, deceased*, No. 1520-1927) has no legal basis. They simply filed their request in the wrong case. Furthermore, that part of the court’s November 12, 2021 order which denied their request for appointment of a successor guardian was without prejudice to their ability to file a new petition seeking that relief in the correct case - *In the Matter of Geoffrey Alfred Toth, an incapacitated person*, No. 1516-0786. Consequently, that portion of the November 12, 2021 order was not a final order subject to appeal.

Geoffrey’s guardianship case, *In the Matter of Geoffrey Alfred Toth, an incapacitated person*, No. 1516-0786, was initiated on April 29, 2016 when Mr. Toth sought to be appointed emergency guardian of Geoffrey. Mr. Toth’s petition was denied by the Honorable Katherine B.L. Platt by order dated April 29, 2016. On June 10, 2016, Mr. Toth filed a second petition seeking to be guardian of Geoffrey. After Geoffrey was appointed counsel, on September 27, 2016 all parties of interest, including Mr. Toth, agreed to the entry of an order which adjudicated Geoffrey

¹⁵ Although Mr. Toth’s concise statement alleges nine (9) alleged errors of law, to promote clarity and reduce redundancy the alleged errors will be addressed in two sections. The first section will address alleged error 4, which largely pertains to the Appellants’ ability to dispute this court’s May 8, 2018 order approving the transfer of 409 Lancaster Ave. The second discussion section will jointly address all of the alleged errors and the application of *res judicata* and collateral estoppel to those issues.

incapacitated and appointed Diane Cloud as guardian of Geoffrey's estate. Ms. Cloud has served in that capacity since that time.

Because the Memorandum of Understanding provided Geoffrey with certain net proceeds from the operation and sale of 409 Lancaster Ave., he had standing during the April 3rd and April 4th 2018 hearings held on the Emergency Petition and was represented by counsel at those hearings. Geoffrey, through his counsel and agreed guardian, neither contested the transfer of 409 Lancaster Ave. nor appealed from this court's May 8, 2018 order approving that transfer. Appellants have no legal basis now to argue on behalf of Geoffrey or, in direct conflict with Geoffrey's position, dispute the transfer of 409 Lancaster Ave. on his behalf.

Lastly, as stated above, the court's November 12, 2021 order dismissing the Appellants' petition to request the appointment of a successor guardian for Geoffrey was without prejudice to their ability to file a new petition in Geoffrey's guardianship case and directed them to file such a petition within twenty days of the date of the November 12, 2021 order. On December 2, 2021, Mr. Toth, Mr. Toth's wife, Fatmira, and Mr. Toth's son, Appellant Eugene Toth, filed such a petition requesting the court *In the Matter of Geoffrey Alfred Toth, an incapacitated person*, No. 1516-0786 to appoint them as successor co-guardians.¹⁶ Consequently, the November 12, 2021 order of this court, as it pertained to the dismissal of the Appellants petition to request appointment of a successor co-guardian for Geoffrey, is not a final order, as defined by Pa.R.A.P. 341, which can be appealed. It is also not appealable as an orphans' court order pursuant to Pa.R.A.P. 342. Therefore, that portion of alleged error number 4 pertaining to Geoffrey has no legal basis and is subject to quash or dismissal.

Lack of standing

The Appellants lack standing to challenge the transfer of their grandmother's property prior to her death pursuant to an agreement she made before executing a will naming Appellants residual beneficiaries of her testamentary estate. As the Superior Court stated when the Appellants' father, Mr. Toth, unsuccessfully argued that he had standing to contest the Memorandum of Understanding *In the Matter of Marian D. Toth, an incapacitated person*, No. 1516-0190,

Appellant [Mr. Toth] was not a party to the agreement, which was entered into by Alfred, Marian and Gabriella. The performance of a contract may also be challenged by a third-party beneficiary to the agreement of others; however, the third-

¹⁷ The docket in *In the Matter of Geoffrey Alfred Toth, an incapacitated person*, No. 1516-0786 is attached hereto and reflects the docket activity described herein. The court takes judicial notice of those facts from a review of that Chester County orphans' court file. Pa.R.E. 201.

party beneficiary does not have standing unless recognition of the beneficiary's right is appropriate to effectuate the intention of the parties to the agreement...there is no indication that Appellant's [Mr. Toth's] parents or his sister-in-law intended Appellant to have any interest whatsoever with respect to the MOU [Memorandum of Understanding]...

(1517 EDA 2018, Superior Court memorandum decision, 4/5/2019, pp. 11-12). The Superior Court's reasoning equally applies to Appellants. Like their father, the Appellants were neither parties to the Memorandum of Understanding nor third-party beneficiaries to it. They were not aggrieved by the agreement because they never had a substantial, direct, or immediate interest in the transfer of 409 Lancaster Ave. from their grandmother to their aunt. Appellants were not identified by name in the Memorandum of Understanding and there is no indication that Alfred, Marian or Gabriella intended for Appellants to have any interest in 409 Lancaster Ave. Consequently, they do not have standing to challenge the Memorandum of Understanding.

The Appellants' argument that their status as residuary beneficiaries of Marian's May 6, 2015 will accords them standing must be rejected for several reasons. First, when the Memorandum of Understanding and the addendum to it were executed in March of 2014 and 2015, Appellants were neither intestate nor testamentary beneficiaries to their grandmother's estate. Appellants, as two of Marian's grandchildren, were never intestate beneficiaries because three of Marian's children were alive during the Appellants' lifetimes and at Marian's death. 20 Pa.C.S. § 2103(1). Until Marian executed her will on May 6, 2015, Appellants also were not testamentary residual beneficiaries. By that time, Marian had already agreed to transfer 409 Lancaster Ave. to Gabriella and therefore could not have contemplated that the Appellants would have any interest in 409 Lancaster Ave. as residual beneficiaries of her testamentary estate.

Consistent with this conclusion, Appellants do not challenge Marian's May 6, 2015 will and acknowledge, "At Bar, no family member disputes Marian Toth's Will. To avoid litigation all family members accept it. Whether Marian Toth possessed capacity to make a will is not material or relevant to this case." (Appellants' memorandum in support of an order that no valid agreement with Marian Toth came into being concerning 409 West Lancaster Avenue., 6/7/2021, pp. 7-8). Because they accept Marian's will as valid, Appellants must implicitly concede that Marian had testamentary capacity on May 6, 2015. To have testamentary capacity, a testator must understand the extent of their property. "Testamentary capacity exists when the testator has intelligent knowledge of the natural objects of his bounty, the general composition of his estate, and what he or she wants done with it, even if his memory is impaired by age or disease." *In re Staico*, 143 A.3d 983, 989 (Pa. Super. 2016) (internal citations and quotation marks omitted). Therefore, according to Appellants' position, Marian had knowledge of the general composition of her estate which, when she executed her will, excluded 409 Lancaster Ave. as a

result of the Memorandum of Understanding. She therefore knew and intended that Appellants would have no interest in 409 Lancaster Ave. as residual beneficiaries of her will.¹⁷

Second, there is no legal basis which permits a residual beneficiary of a will to challenge an *inter vivos* sale, gift, or other transfer of property by the testator during the testator's lifetime. To permit residual beneficiaries to challenge a testator-owner's *inter vivos* transfer of property would effectively allow pre-mortem will contests. Anyone with a will would be subject to challenge from such a beneficiary at any time the testator reduced his or her estate. This would be the absurd result of the Appellants' position, fundamentally altering estate law and chilling one's incentive to create a written estate plan.

Third, one's status as a residual beneficiary under a will is always subject to change. It is therefore completely speculative that a person will remain such a beneficiary by the testator's death. Even persons adjudicated without capacity and with court appointed guardians have the ability to alter their estate plans. *In re Estate of Hastings*, 387 A.2d 865, 867-868 (Pa. 1978). In his alleged error 12, Mr. Toth himself previously argued on appeal in support of his own standing as an intestate beneficiary *In the Matter of Marian D. Toth, an incapacitated person*, No. 1516-0190, that "at any time Marian Toth could, or could still modify her will or have revoked same." (this court's 1925(a) memorandum opinion, 7/16/2018, p.16).

The speculative nature of Appellants' status as residual beneficiaries under a will caused their interest in the Memorandum of Understanding and 409 Lancaster Ave., prior to its 2018 transfer, to be less than the immediate interest required for standing. Therefore, even if Mr. Toth, his lawyer or a guardian had entered an appearance for them in the prior litigation, they too, like Mr. Toth, would not have had standing. For standing to exist, a party must be aggrieved by the underlying controversy. The "core concept of standing is that a person who is not adversely affected in any way by the matter he seeks to challenge is not aggrieved thereby and has no standing to obtain a judicial resolution to his challenge." *Commonwealth, Office of the Governor v. Donahue*, 98 A.3d 1223, 1229 (Pa. 2014). A party is "aggrieved" when the party has a substantial, direct and immediate interest in the outcome of litigation. *Id.* "A party's interest is immediate when the causal connection with the alleged harm is neither remote nor speculative." *Id.* Apart from their lack of substantial and direct interest, due to the speculative nature of their interest in Marian's estate, the Appellants necessarily could not have established the immediate interest required for standing.

Similarly, Appellants make a meritless suggestion that they are somehow owed standing now because when the Emergency Petition was filed they did not know that they had interests to defend, implicitly because they did not know they were named as residual beneficiaries under Marian's will. As stated above in the Findings

¹⁷ The Appellants' conflicting position that Marian did not have mental capacity when the Memorandum of Understanding was signed by her on March 31, 2014 and March 4, 2015, yet after those dates did have mental capacity to sign her May 6, 2015 will, can only be explained by the will's inclusion of an *in terrorem* clause disinheriting them if they contest it.

[71 Ches. Co. Rep. **In re: Estate of Marian D. Toth, Deceased**

of Fact section, Mr. Toth, as their parent and natural guardian, knew the Appellants were named in Marian's will before the litigation ended and the May 8, 2018 order issued. Indeed, his attorney referenced the testimony pertaining to Marian's will in the April 20, 2018 memorandum of law he filed with this court prior to the May 8, 2018 order. Neither Mr. Toth nor his attorney, however, sought to enter an appearance, or otherwise assert any rights, on behalf of the Appellants prior to that order. Even if the Appellants' appearance had been entered, the only issue asserted in this court and preserved on appeal was whether Gabriella had unduly influenced Marian to enter into the Memorandum of Understanding. All other issues, including those Appellants now seek to raise, were waived.

Appellants' implied argument in alleged error 4 that the Pennsylvania Rules of Civil Procedure, Pa.R.Civ.P. 2028(a) and 2039, somehow provide them with standing because the court did not appoint them guardians in the prior litigation is devoid of legal support. Those Rules pertain only to civil court actions directly involving a minor. The prior litigation, *In the Matter of Marian D. Toth, an incapacitated person*, No. 1516-0190, was not a civil case in civil court and did not involve Appellants. It was a matter within a guardianship case in orphans' court involving their grandmother and the parties to the Memorandum of Understanding. *See Dengler v. Crisman*, 516 A.2d 1231, 1233-1235 (Pa. Super. 1986). (Orphans' court guardianship action wrong proceeding for the appointment of a minor's guardian where minor was a party to civil court action.) Furthermore, Mr. Toth as their parent, natural guardian and highly experienced attorney, never requested the court to appoint a guardian or counsel for Appellants. Even if he had done so, the appointment of a guardian or legal counsel would not have provided standing to the Appellants. In any event, Mr. Toth failed to request a guardian or legal counsel and any issue on this basis was waived.¹⁸

Laches

Marian's estate correctly raised the issue of laches in its June 21, 2021 preliminary objections.

Laches bars relief when the complaining party is guilty of want of due diligence in failing to promptly institute the action to the prejudice of another. Thus, in order to prevail on an assertion of laches, respondents must establish: a) a delay arising from petitioner's failure to exercise due diligence; and, b) prejudice to the respondents resulting from the delay. Moreover, the question of laches is factual and is determined by examining the circumstances of each case. Unlike the application of the statute of limitations, exercise of the doctrine of laches does not depend on a mechanical passage of time.

¹⁸ That portion of alleged error 4 pertaining to *res judicata* and collateral estoppel will be discussed in the next section.

Fulton v. Fulton, 106 A.3d 127, 131 (Pa. Super. 2014) (internal citations omitted). Since before March of 2014, when the Memorandum of Understanding was first signed, Gabriella has borne the work and expenses associated with 409 Lancaster Ave. Laches arises when a party's position or rights "are so prejudiced by length of time and inexcusable delay, plus attendant facts and circumstances, that it would be an injustice to permit presently the assertion of a claim against him." *Nilon Bros. Enterprises v. Lucente*, 461 A.2d 1312, 1314 (Pa. Super. 1983). Such an injustice would occur here if the Appellants were allowed to proceed.

In accordance with Alfred's requests and later the Memorandum of Understanding, Gabriella, with Richard's help, has performed extensive physical labor repairing 409 Lancaster Ave. and spent thousands of dollars of personal funds in the effort. Added to the obligations and conditions required in the Memorandum of Understanding after the execution of the 2015 addendum, Gabriella became obligated to pay Alfred and Marian any net profits generated by the property. However, by the April 2018 hearings, the substantial expenses of 409 Lancaster Ave. still negated any net profits. One can reasonably infer that substantial expenses for the property have continued until the present.

The law is clear that the defense of laches "bars relief when the complaining party is guilty of want of due diligence in failing to promptly institute the action to the prejudice of another." *Fulton, supra*. at 131. "For purposes of laches, the question of whether a party exercised 'due diligence' in pursuit of a claim is not what a party knows, but what the party may have known by use of information within the party's reach." *Kern v. Kern*, 892 A.2d 1 (Pa. Super. 2005). The Appellants attending parent and natural guardian, Mr. Toth, knew as of the April 4, 2018 hearing, that the Appellants were residuary beneficiaries of Marian's will. Nevertheless, Mr. Toth did nothing to advance the Appellants' direct involvement in the prior litigation before this court or the Superior Court, choosing instead to use Appellants' status as residual beneficiaries to bolster his argument that he had standing. By the time the Supreme Court denied Mr. Toth's petition for allowance of appeal on April 1, 2020, there was no further legal challenge available to Mr. Toth and Mr. Toth had waived any attempt to enter Appellants' appearance in the case. As previously stated, even if he had entered an appearance for the Appellants, the only issue he had argued before this court and preserved for appeal was whether Gabriella had unduly influenced Marian.

It was not until June 7, 2021, nine (9) months after Marian's death and fourteen (14) months after the Supreme Court's April 1, 2020 final order, that Mr. Toth, acting now as counsel for the Appellants, filed the first subject petition again challenging the Memorandum of Understanding. Gabriella necessarily has been prejudiced. Since March 2014, almost eight years ago, she has acted as owner, and assumed all costs and duties associated with 409 Lancaster Ave.¹⁹ The property was

¹⁹ According to the Memorandum of Understanding, Gabriella was permitted to assume ownership of the property as sole shareholder of a limited liability corporation. The August 1, 2018 deed to the transfer of 409 Lancaster Ave. indicates that since the transfer of 409 Lancaster Ave she has owned the property in that manner. The court again takes judicial notice of the public records kept by the Montgomery County Recorder of Deeds office. Pa.R.E. 201.

transferred to her from Marian almost four years ago. Mr. Toth acknowledged this transfer to Gabriella in his appellate argument to the Supreme Court. (615 MAL 2019, Mr. Toth’s petition for allowance of appeal, 10/21/2019, p. 10). As an indication of the unreasonable length of time which has passed since Alfred, Marian and Gabriella first entered into the Memorandum of Understanding, if the Appellants had been parties or third-party beneficiaries of the Memorandum of Understanding agreement at that time, the four year statute of limitations would have necessitated them to bring a civil action by March 31, 2018 or, at the latest, March 4, 2019, four years after the Memorandum of Understanding was originally signed or after the addendum to it was signed. 13 Pa.C.S. § 2725(a). The fact that each was a minor during most or all of the time preceding their June 7, 2021 petition does not avail Appellants of relief. Generally, unless a statute specifically provides otherwise, minors, through their parents’ or guardians’ efforts, are required timely to preserve their legal remedies. *See DeSantis v. Yaw*, 434 A.2d 1273 (Pa. Super. 1981).

Alleged Errors 1, 2, 3, 4, 5, 6, 7, 8, and 9

“1. Conflicting interests call into question the fair or impartial administration of justice.”

“2. As a matter of law, the orphans court violated the coordinate jurisdiction rule.”

“3. The orphans' court erred to sustain self-dealing by fiduciaries.”

“4. The orphans court erred as a matter of law not to protect minors and incapacitated persons.”

“5. Inconsistent, contradictory, nonsensical documents Troiani petitioned to enforce are not a contract of sale.”

“6. Alfred and Marian Toth never surrendered dominion over the Property.”

“7. As a matter of law, the contract is unconscionable. 13 Pa.CS § 2302”

“8. Unjust enrichment justifies a constructive trust for the heirs.”

“9. The Dead Man's Statute bars testimony by Troiani and Gabriella.”

Res judicata and collateral estoppel

The doctrines of *res judicata* and collateral estoppel preclude the court from

considering these alleged errors because the Appellants' father, Mr. Toth, was in privity with the Appellants and could have raised them on their behalf in Mr. Toth's prior opposition to the transfer of 409 Lancaster Ave. Mr. Toth was in privity with the Appellants by his own admission. The Appellants' current alleged interest, as residual beneficiaries under Marian's will, to increase her estate by contesting the Memorandum of Understanding was exactly Mr. Toth's interest, as he argued in support of his standing, to the Superior Court.

Appellant [Mr. Toth] also notes that his two sons were named in Marian's will and he therefore argues that he had standing to protect their interests in her estate...Appellant [Mr. Toth] argues that he has standing to challenge the enforcement of the MOU [Memorandum of Understanding] to represent his two minor sons as potential heirs to Marian and out of concern that the transfer of the property [409 Lancaster Ave.] would deplete her estate.

(1517 EDA 2018, Superior Court memorandum decision, 4/5/2019, pp. 10 and 13).

The purposes of the doctrines of *res judicata* and collateral estoppel would be thwarted if Mr. Toth were permitted to relitigate the transfer of 409 Lancaster Ave. through his sons.

Res judicata – literally, a thing adjudicated – is a judicially-created doctrine. It bars actions on a claim, or any part of a claim, which was the subject of a prior action, or could have been raised in that action. This Court has explained that [r]es judicata, or claim preclusion, prohibits parties involved in prior, concluded litigation from subsequently asserting claims in a later action that were raised, or could have been raised, in the previous adjudication. The doctrine of res judicata developed to shield parties from the burden of re-litigating a claim with the same parties, or a party in privity with an original litigant, and to protect the judiciary from the corresponding inefficiency and confusion that re-litigation of a claim would breed.

In re Coatesville Area School Dist., 244 A.3d 373, 378 (Pa. 2021)(internal citations and quotations omitted). *Radakovich v. Radakovich*, 846 A.2d 709, 715 (Pa. Super. 2004). “In keeping with these purposes, the doctrine must be liberally construed and applied without technical restriction.” *Yamulla Trucking & Excavating Co. v. Justof-in*, 771 A.2d 782, 784 (Pa. Super. 2001)(internal citations omitted).

Collateral estoppel will only apply where: the issue is the same as in the prior litigation; the prior action resulted in a final judgment on the

merits; the party against whom the doctrine is asserted was a party or in privity with a party to the prior action; and the party against whom the doctrine is asserted had a full and fair opportunity to litigate the issue in the prior action. In some renditions, courts add a fifth element, namely, that resolution of the issue in the prior proceeding was essential to the judgment. Collateral estoppel is premised on practical considerations that overlap substantially with those of *res judicata*. These include avoiding the “cost and vexation” of repetitive litigation, conserving judicial resources, “and, by preventing inconsistent decisions, encourage[ing] reliance on adjudication.”

In re Coatesville Area School Dist., *supra*. at 379

In the prior action and the current action, the essential issue and cause of action are the same, whether 409 Lancaster Ave. should be transferred from Marian to Gabriella pursuant to the Memorandum of Understanding. The parties are the same when privity is recognized between Mr. Toth and the Appellants. Additionally, the parties had a full and fair opportunity to litigate the transfer question in 2018. Lastly, the prior order approving the transfer of 409 Lancaster Ave. was final, after the Superior Court affirmed it and the Supreme Court refused to accept an appeal from that affirmance. Consequently, the doctrines of *res judicata* and collateral estoppel bar the current action.

In an attempt to defeat preclusion of their action pursuant to the doctrines of *res judicata* and collateral estoppel, Appellants argue that there is no privity between them and their father. Appellants claim that they were never parties to the original challenge to the Memorandum of Understanding and that their father could not and did not act on their behalf. Appellants’ argument is contrary to the facts, including those described above in Findings of Fact nos. 25-30. Mr. Toth and his attorney were aware during the litigation that Appellants were named residual beneficiaries under Marian’s will but chose to advance Appellants’ interests only through Mr. Toth and his arguments. Mr. Toth himself or through his attorney could have entered the Appellants’ appearance or asserted the various arguments the Appellants now make, but declined to do so.

The doctrine of *res judicata* applies to and is binding, not only on actual parties to the litigation, but also to those who are in privity with them. A final valid judgment upon the merits by a court of competent jurisdiction bars any future suit between the same parties or their privies on the same cause of action.

Day v. Volkswagenwerk Aktiengesellschaft, 464 A.2d 1313, 1317–18 (Pa. Super. 1983).

Mr. Toth, although proceeding *pro se* in the prior appeal, was a licensed, long-time practicing attorney who asserted to the Superior Court that he was also

representing his sons. He contended that, as their father, he had standing to protect Appellants' interests in Marian's estate. Tying himself as closely as possible to the Appellants, Mr. Toth declared that he had standing because his interest to care for his children extended even past the general societal interest in deterring fraud. The Appellants now again seek to protect their interests in Marian's estate.

These facts clearly confirm privity between Appellants and their father. If privity cannot be established under these circumstances, it can never be established. As described by the Superior Court in *Yamulla Trucking & Excavating Co. v. Justofin*, the doctrine of *res judicata* must be liberally construed and applied without technical restriction to achieve the purposes behind the doctrine, i.e., prevention of relitigation of issues that were or could have been raised, conservation of judicial resources, establishment of court judgement certainty and protection of parties from vexatious litigation. *Yamulla Trucking & Excavating Co. v. Justofin*, 771 A.2d 782 at 784.

The following review of Mr. Toth's prior arguments and the Appellants' current arguments demonstrates the alignment of their interests and positions, and why allowing Appellants to proceed would thwart the purposes sought to be achieved by the *res judicata* and collateral estoppel doctrines. As previously stated, Mr. Toth could have raised all of Appellants' issues before this court in his June 1, 2016 answer to the Emergency Petition. This court did not preclude him from raising any issue. He alone, or through his counsel, chose to limit his issues to undue influence. Because they are in privity with Mr. Toth, the Appellants are now estopped from attempting to do what Mr. Toth did not do then.²⁰

"1. Conflicting interests call into question the fair or impartial administration of justice."

Mr. Toth previously alleged error based on Ms. Troiani's alleged conflicting interests before both the Superior Court and the Supreme Court. He first raised conflicting interests as an issue in alleged error 10 from his original appeal. (this court's 1925(a) memorandum opinion, 7/16/2018, pp. 9-13). Mr. Toth argued that issue to the Superior Court in multiple sections of his appellate brief. (1517 EDA 2018, Mr. Toth's brief, 11/5/2018, pp. 19-20, 39-44). The Superior Court addressed this issue in its memorandum decision. (1517 EDA 2018, Superior Court memorandum decision, 4/5/2019, p. 17, fn. 7). He also presented his conflict of interest argument against Ms. Troiani to the Supreme Court. (615 MAL 2019, Mr. Toth's petition for allowance of appeal, 10/21/2019, pp. 8-9, 18, 23-24).

"2. As a matter of law, the orphans court violated the coordinate jurisdiction rule."

²⁰ For ease of review, Mr. Toth's November 5, 2018 brief to the Superior Court and October 21, 2019 petition for allowance of appeal to the Supreme Court are attached hereto (without their exhibits/ attachments). A comparison of the Appellants' June 7, 2021 and October 8, 2021 petitions (which resulted in the appealed October 26, 2021 and November 12, 2021 orders) with Mr. Toth's prior appellate brief and petition reveal nearly identical alleged facts and issues.

Mr. Toth essentially raised this same issue as alleged error 7 in his original appeal, arguing that Judge Platt's July 28, 2015 order²¹ (Exhibit T-30), finding Marian incapacitated pursuant to the Older Adults' Protective Service Act, was improperly ignored by this court. (this court's 1925(a) memorandum opinion, 7/16/2018, pp. 15-16). Although the Appellants now refine this argument by suggesting that the "coordinate jurisdiction rule" applies, the essence of the argument remains the same as that made by Mr. Toth. (1517 EDA 2018, Mr. Toth's brief, 11/5/2018, pp. 35-37). The Superior Court addressed Mr. Toth's allegation that this court disregarded clear evidence of Marian's mental incapacity. (1517 EDA 2018, Superior Court memorandum decision, 4/5/2019, pp. 17-18) He repeated this argument to the Supreme Court. (615 MAL 2019, Mr. Toth's petition for allowance of appeal, 10/21/2019, pp. 11-12).²²

"3. The orphans' court erred to sustain self-dealing by fiduciaries."

This issue, which according to Appellants' Concise Statement, also includes conflicting interests, misrepresentations and fraud by Ms. Troiani, was argued by Mr. Toth in his appeal to the Superior Court, at least in part. (1517 EDA 2018, Mr. Toth's brief, 11/5/2018, p. 15). Mr. Toth's arguments against Ms. Troiani were recognized by the Superior Court and dismissed. (1517 EDA 2018, Superior Court memorandum decision, 4/5/2019, p. 17, fn. 7). In his subsequent argument to the Supreme Court he reiterated this argument and alleged that Ms. Troiani stood in a confidential relationship with Marian. (615 MAL 2019, Mr. Toth's petition for allowance of appeal, 10/21/2019, pp. 8, 19).

²¹ In Mr. Toth's alleged error 7 he mischaracterizes the date of this order as June 28, 2015.

²² The "coordinate jurisdiction rule" provides that judges sitting in the same court and in the same case should not overrule the decisions of each other. *Cossell v. Cornish*, 797 A.2d 981 (Pa. Super. 2002). The Appellants allege that as a matter of law this court violated the coordinate jurisdiction rule. However, the rule is inapplicable as the decisions made were not made in the same case. The first order was issued on July 28, 2015 in an Older Adults Protective Services Act matter brought by the Chester County Department of Aging Services ("Agency") and docketed to 6 OA 2015. That was a different case than the guardianship case. After finding clear and convincing evidence of the need for an emergency order, pursuant to Section (b) of the Older Adult Protective Service Act, 35 P.S. § 10225.307, *et seq.*, Judge Platt issued a limited order for a protective services plan. The July 28, 2015 order contained, in the initial paragraph, a statement that "the Court finds, by clear and convincing evidence, that Marian Toth, an Older Adult and resident of Pennsylvania, is incapacitated". Appellants claim this "finding" bound this court, sitting in the later guardianship proceeding, filed on February 2, 2016 and docketed to 1516-0190, from making a separate finding as to Marian's capacity to enter into the Memorandum of Understanding. In fact, the court did not make such a finding because Mr. Toth chose only to make undue influence an issue. (1517 EDA 2018, Superior Court memorandum decision, 4/5/2019, p. 18). Additionally, guardianship proceedings are exclusively set forth within Chapter 55 of the Probate, Estate and Fiduciaries Code, ("PEF Code") 20 Pa.C.S. §5501, *et seq.*, and the orphans' court rules, Pa. R.O.C.P. 14.1 *et seq.* It was not until October 18, 2016, that all parties in interest agreed to the entry of a guardianship order adjudicating Marian incapacitated under the PEF Code and appointing a third-party, professional corporation as the guardians. Finally, the determination Judge Platt made was specific to July 28, 2015. It did not in any way make findings of mental incapacity when Marian signed the Memorandum of Understanding on March 31, 2014 or the addendum to it on March 4, 2015.

“4. The orphans court erred as a matter of law not to protect minors and incapacitated persons.”

Mr. Toth’s argument to the Superior Court included this issue as a subheading framed “Orphans’ Court’s failure to protect the Incapacitated Person”. His argument at that time pertained to Marian and Geoffrey. (1517 EDA 2018, Mr. Toth’s brief, 11/5/2018, pp. 31-32). The Appellants’ current alleged error expands on that argument and includes the Appellants as persons needing protection.

“5. Inconsistent, contradictory, nonsensical documents Troiani petitioned to enforce are not a contract of sale.”

The Appellants allege, among other things, that the Memorandum of Understanding was a contract without consideration and therefore unenforceable. This same or a similar argument was made in alleged error 16 of Mr. Toth’s original appeal. (this court’s 1925(a) memorandum opinion, 7/16/2018, pp. 9-13). That portion of the current issue alleging that Marian did not own 409 Lancaster Ave. was also presented by Mr. Toth to the Superior Court. (1517 EDA 2018, Mr. Toth’s brief, 11/5/2018, pp. 29-30). The Superior Court responded to and dismissed Mr. Toth’s assertions that the agreement was ambiguous, unsupported by a meeting of the minds and required unfulfilled conditions precedent. (1517 EDA 2018, Superior Court memorandum decision, 4/5/2019, pp. 15-16). In his argument to the Supreme Court, Mr. Toth presented this issue at multiple points, arguing that the contract was nonsensical and supported by insufficient consideration. (615 MAL 2019, Mr. Toth’s petition for allowance of appeal, 10/21/2019, pp. 3-9, 32).

“6. Alfred and Marian Toth never surrendered dominion over the Property.”

The Appellants’ brief explanation for this alleged error implies that lack of issuance of a deed from Alfred and Marian to Gabriella nullified the transfer of 409 Lancaster Ave. Mr. Toth presented this argument in his original appeal, both to the Superior Court (1517 EDA 2018, Mr. Toth’s brief, 11/5/2018, pp. 13, 22-23) and to the Supreme Court. (615 MAL 2019, Mr. Toth’s petition for allowance of appeal, 10/21/2019, p. 31).

“7. As a matter of law, the contract is unconscionable. 13 Pa.CS § 2302.”

Mr. Toth presented Appellants’ current argument that the Memorandum of Understanding was an unconscionable contract in his Superior Court argument, although he previously alleged a one million dollar (\$1,000,000) value for 409 Lancaster Ave. in contrast to the two million dollars (\$2,000,000) the Appellants’ currently assign. (1517 EDA 2018, Mr. Toth’s brief, 11/5/2018, pp. 31-32). Mr. Toth’s argument was addressed and dismissed by the Superior Court along with his many other attacks on the Memorandum of Understanding. (1517 EDA 2018, Superior Court

[71 Ches. Co. Rep. **In re: Estate of Marian D. Toth, Deceased**

memorandum decision, 4/5/2019, pp. 15-16). Mr. Toth does not appear to use the term “unconscionable” in his prior argument to the Supreme Court, but he does allege at multiple points that Ms. Troiani was not loyal to Marian’s individual interests. (615 MAL 2019, Mr. Toth’s petition for allowance of appeal, 10/21/2019, pp. 8-9, 17, 24).

“8. Unjust enrichment justifies a constructive trust for the heirs.”

Although Mr. Toth did not frame the relief he sought in preventing the transfer of 409 Lancaster Ave. as requiring a constructive trust due to unjust enrichment by Gabriella, this remedy relies upon Mr. Toth’s former allegations against Ms. Troiani which he made throughout his Superior Court and Supreme Court arguments.

“9. The Dead Man's Statute bars testimony by Troiani and Gabriella.”

Mr. Toth raised the dead man’s statute as an issue in his argument to the Supreme Court, even though his attorney had not objected to any testimony on that basis before this court. (615 MAL 2019, Mr. Toth’s petition for allowance of appeal, 10/21/2019, p. 13). The Appellants now raise the identical issue.

Conclusion

For the forgoing reasons, the court respectfully suggests that the October 26, 2021 and November 12, 2021 orders be affirmed.

BY THE COURT:

Date

/s/ John L. Hall, P.J.

TABLE OF CONTENTS
LEGAL NOTICES

Change of Name Notice 2
Estate Notices **1st Publication** 3
Estate Notices **2nd Publication** 4
Estate Notices **3rd Publication** 6
Fictitious Name Notice 7
Nonprofit Corporation Notice 8
Notice 8
Sheriff Sale of Real Estate (**2nd Publication of 3**) 9

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

LAW NO. 2021-07126-NC

NOTICE IS HEREBY GIVEN that the name change petition of Haasan Amir Worthington was filed in the above-named court and will be heard on Monday, February 27, 2023 at 2:00 PM, in Courtroom 19 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Thursday, September 9, 2021

Name to be changed from: Haasan Amir Worthington to: Haasan Amir Worthington Young

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. 2023-00402-NC

NOTICE IS HEREBY GIVEN that the name change petition of Dana Michele Russo was filed in the above-named court and will be heard on Monday, April 24, 2023 at 2:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Friday, January 20, 2023

Name to be changed from: Dana Michele Russo to: Dana Michele Petricca

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. 2023-00437-NC

NOTICE IS HEREBY GIVEN that the name change petition of Nitesh Kumar on behalf of minor child Naman Lnu was filed in the above-named court and will be heard on Monday, February 27, 2023 at 2:00 PM, in Courtroom 19 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Friday, January 20, 2023

Name to be changed from: Naman Lnu to: Naman Kumar

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. 2023-00438-NC

NOTICE IS HEREBY GIVEN that the name change petition of Nitesh Kumar on behalf of minor child Anshuman Lnu was filed in the above-named court and will be heard on Monday, February 27, 2023 at 2:00 PM, in Courtroom 19 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Friday, January 20, 2023

Name to be changed from: Anshuman Lnu to: Anshuman Kumar

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

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

BEWLEY, Paula C., late of West Goshen Township. James D. Bewley, 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.

BLECHMAN, Leonard Carl, a/k/a Lenny Blechman, late of West Sadsbury Township. Barry S. Blechman, 18 Cinamon Court, Mohnton, PA 19540, Executor. SARAH R. McCAHON, Esquire, Barley Snyder, LLP, 50 N. 5th St., 2nd Floor, Reading, PA 19601, atty.

BRENNAN, Kathleen C., a/k/a Kathleen B. Brennan, late of North Coventry Township. Kristine M. Brennan, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executor. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

BROSIUS, James Milton, late of East Whiteland Township. James Michael Brosius, 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.

DELLEGROTTO, Joseph Anthony, late of West Goshen Township. John T. Dellegratto, 1703 Kathryn St., New Cumberland, PA 17070, Executor.

DESTEFANO, Arthur, late of East Goshen Township. Dorothy I. DeStefano, care of WILLIAM P. LINCKE, Esquire, 230 North Monroe Street, Media, PA 19063, Executrix. WILLIAM P. LINCKE, Esquire, 230 North Monroe Street, Media, PA 19063, atty.

FERGUSON, Kristie Lynn, late of Honey Brook. Tammy Lynn Ferguson & James J. Ferguson, 84 6Point Court, Honey Brook, PA 19344, Administrators. LEONARD B. EDELSTEIN, Esquire, Edelstein Martin & Nelson, LLP, 123 South Broad Street, Suite 1820, Philadelphia, PA 19109, atty.

FISCHER, Jan E., a/k/a Jan Gardner Fischer, late of West Whiteland Township. C. Stewart Fischer, care of DUKE SCHNEIDER, Esquire, 17 W. Miner St., P.O. Box 660, West Chester, PA 19381-0660, Executor. DUKE SCHNEIDER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., P.O. Box 660, West Chester, PA 19381-0660, atty.

GIGSTEAD, Kim A., a/k/a Kim Allen Gigstead, late of Willistown Township. Maryanne Huha Finigan, 58 S. Pennock Ave., Upper Darby, PA 19082, Administratrix. MARYANNE HUHA FINIGAN, Esquire, 58 S. Pennock Ave., Upper Darby, PA 19082, atty.

HANBY, Paula E., late of Nottingham. Anthony Hanby, 12 Park Road, Nottingham, PA 19362, Administrator. FRANCIS C. MILLER, Esquire, Miller Law Offices, 21 W Washington St, Suite D, West Chester, PA 19380, atty.

HARRIS, JR., Sidney Andrew, a/k/a Sidney A. Harris, Jr., late of Parkesburg Borough. Joy Johnson, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

HENDRICKSON JR, Carl, late of West Chester. Long Financial Group, 660 Sentry Parkway, Blue Bell, PA 19422, Administrator.

JACKSON, Frances A., late of West Brandywine. Glenn F. Jackson, 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.

JOHNSON, SR., Leonard E., late of West Brandywine Township. Sandra L. Gerringer, care of JAN-ET M. COLLITON, Esquire, 790 E. Market St., Ste. 250, West Chester, PA 19382-4806, Executrix. JAN-ET M. COLLITON, Esquire, Colliton Elder Law Associates, 790 E. Market St., Ste. 250, West Chester, PA 19382-4806, atty.

KEMPSKI, Helen M., late of East Goshen Township. Michael J. Kempski, 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.

LOOMIS, Charles S., late of Honey Brook Township. Anne E. Hilder, care of JOHN C. HOOK, Esquire, 2005 Market St., Ste. 2600, Philadelphia, PA 19103-7018, Administrator C.T.A. JOHN C. HOOK,

Esquire, Stradley Ronon Stevens & Young, LLP, 2005 Market St., Ste. 2600, Philadelphia, PA 19103-7018, atty.

LOUIS, Virginia R., late of Tredyffrin Township. Loralee S. West, care of BRUCE A. ROSENFELD, Esquire, 1600 Market St., Ste. 3600, Philadelphia, PA 19103, Executrix. BRUCE A. ROSENFELD, Esquire, Schnader Harrison Segal & Lewis LLP, 1600 Market St., Ste. 3600, Philadelphia, PA 19103, atty.

MACKAY, Romaine, a/k/a Romaine Mosser, Romaine Rukstalis, late of Elverson. Dawn DeRemigio, 116 Stetson Drive, Elverson, PA 19520, Executor.

MALCHIONE, Mario P., late of New Garden Township. Joan Malchione, 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.

MANGINO, Beryl H., late of East Goshen. Linda L. Green, 88 Ashton Way, West Chester, PA 19380, Executrix. WILLIAM HABURCAK, Esquire, 755 North Monroe St., Media, PA 19063, atty.

MARTIN, JR., William T., a/k/a William Thomas Martin, Jr., late of Chester County. Darren A. DeVoe, 8154 Moscow Road, Parkesburg, PA 19365, Executor.

MARTZ, Jeannette Marie, late of West Brandywine Township. Donald Martz, 101 Sues Way, Honey Brook, PA 19344, Executor.

MILLER, Alfred Leroy, late of West Chester. Barbara A. Miller, 2A Southfield Drive, Pottersville, NJ 07979, Executrix. ROBERT A. STEWART, Esquire, Hill Wallack LLP, 777 Township Line Road, Suite 250, Yardley, PA 19067, atty.

SLOANE, Linda Ann, late of West Goshen Township. Yvonne Marie Sloane Brown, 325 Birmingham Way, Exton, PA 19341, Executrix. MAUREEN A. OSTIEN, Esquire, Lubker Ostien Law, LLC, 390 Waterloo Blvd., Ste. 210, Exton, PA 19341, atty.

THOMPSON, Ruth R., late of Valley Township. Ruth R. Thompson, care of KARYN L. SEACE, CELA, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, Executrix. KARYN L. SEACE, CELA, Nescio & Seace, LLP, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, atty.

YOST, Herbert N., late of East Coventry Township. Herbert B. Yost, care of SUPRIYA G. PHILIPS, Esquire, P.O. Box 444, Pottstown, PA 19464, Executor. SUPRIYA G. PHILIPS, Esquire, Wolf, Baldwin, & Associates, P.C., P.O. Box 444, Pottstown, PA

19464, atty.

2nd Publication

BEAN, Sandra H., late of Spring City. Joseph L. Bean, 116 Walnut Drive, Benson, NC 27504, Administrator. GARY P. LEWIS, Esquire, Lewis + McIntosh, LLC, 372 N. Lewis Rd, P.O. Box 575, Royersford, PA 19468, atty.

BEWLEY, Paula C., late of West Goshen Township. James D. Bewley, 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.

BIONDI, Jane Ann, a/k/a Jane Biondi, late of West Caln Township. Sheila A. Worrell, 1213 Brunnerville Road, Lititz, PA 17543, Executor. KATHLEEN K. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

BROADBENT, Gordon J., a/k/a Gordon Broadbent, late of Pocopson Township. Brian M. Smith, care of Steel Ledger Advisors, LLC, 1400 N. Providence Rd., Bldg. One, Ste. 114, Media, PA 19063, Executor.

DiMATTEO, Doris Louise, late of East Brandywine Township. Denice Louise DiMatteo, 90 Hilltop Drive, Downingtown, PA 19335-1408, Executor.

DUNLAP, David Harry, a/k/a David H. Dunlap, late of West Nantmeal Township. William E. Dunlap, 48 Belfast Drive, North Wales, PA 19454, Executor. GORDON W. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

ENGLISH, James Caldwell, a/k/a James C. English, late of Tredyffrin Township. Joanne R. Nammavong, 133 N. Pennock Avenue, Upper Darby, PA 19082, Executrix.

FLAHERTY, Mary Jo, late of East Caln Township. Sandra Traher, care of DONALD B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Administrator C.T.A. DONALD B. LYNN, JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

FORMICA, Rose, late of Downingtown. Rose Jamison, 1614 Bondsville Road, Downingtown, PA 19335, Executrix.

FULLER, Eleanor J., a/k/a Eleanor S. Fuller, late of West Caln Township. Benjamin Fuller, 390 W. Kings Highway, Coatesville, PA 19320, Executor. KATHLEEN K. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

GRENIER, John Jude, a/k/a John J. Grenier, late of Spring City Borough. James J. Ruggiero, Jr., 16 Industrial Blvd., Ste. 211, Paoli, PA 19301, Executor. JAMES J. RUGGIERO, JR., Esquire, Ruggiero Law Offices, LLC, 16 Industrial Blvd., Ste. 211, Paoli, PA 19301, atty.

GUNNELLS, Marielaine, late of East Fallowfield Township. Nicole Bailey, care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, atty.

HANEY, Alexandra Katherine, late of Chester County. James W. Haney, 595 Dilworthtown Road, West Chester, PA 19382, Administrator. THOMAS H. BROADT, Esquire, Tim Broadt & Associates, PC, 116 W. Baltimore Avenue, Media, PA 19063, atty.

HENDRICKSON, JR., Carl W., late of West Chester. Joyce E. Parson, 79 Brownstone Drive, Pottstown, PA 19465, Executrix.

HOSKING, Valentina S., late of Coatesville. Patricia Leigh Pressman, 222 Upland Way, Wayne, PA 19087, Executor. RICHARD B. PRESSMAN, Esquire, Pressman Law, LLC, 1135 Spruce Street, Philadelphia, PA 19107, atty.

KIENLE, Joy E., late of North Coventry. David F. Kienle, Jr., care of CAROLYN M. MARCHESANI, Esquire, P.O. Box 444, Pottstown, PA 19464, Executor. CAROLYN M. MARCHESANI, Esquire, Wolf, Baldwin & Associates, P.C., P.O. Box 444, Pottstown, PA 19464, atty.

LITWA, Elaine Francis, late of West Grove. Donna DiRosato, 212 Penns Grove Road, Oxford, PA 19363, Administratrix.

MACKLEY, Joshua Eugene, late of East Coventry Township. Ronald L. Mackley, care of JAMES T. BALDWIN, Esquire, 42 South Front Street, Milton, PA 17847, Administrator. JAMES T. BALDWIN, Esquire, Baldwin & Baldwin, LLC, 42 South Front Street, Milton, PA 17847, atty.

McCULLOUGH-LEIBFRIED, Laurie A., late of Chester Springs. Richard T. Leibfried, 1436 Horseshoe Trail, Chester Springs, PA 19425, Executor. CHARLES W. PROCTOR, III, Esquire, PLA Associates PC, 1450 E. Boot Road, Building 400D, West Chester, PA 19380, atty.

MILLER, William Eugene, a/k/a Bill Miller, Gene Miller, late of West Caln Township. Eva Marie DiMichael, 50 N Middletown Rd - Apt 413, Media, PA 19063, Administratrix. DAVID L. SIGISMONTI,

Esquire, 42 East Second Street, Media, PA 19063, atty.

MILLS, Charles K., late of East Goshen Township. Deborah J. Ryan, 71 Lahawa Dr., Downingtown, PA 19335, Executrix.

PROUD, Ethan Richard Given, late of Wallace Township. Jennifer Weston, care of KRISTEN L. BEHRENS, Esquire, 1500 Market St., Ste. 3500E, Philadelphia, PA 19102, Administratrix. KRISTEN L. BEHRENS, Esquire, Dilworth Paxson LLP, 1500 Market St., Ste. 3500E, Philadelphia, PA 19102, atty.

PRUYN, Barbara Nesor, late of East Pikeland Township. Eric L. Pruynt and Peter Joel, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Co-Executors. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

PURVIS, Judith Ann, late of Landenberg. James Michael Purvis, Trustee, 108 Unami Trail, Newark, DE 19711, Administrator. PAUL O'BRIEN, Esquire, Law Office of Kevin O'Brien, 3801 Kennett Pike, C204, Greenville, DE 19807, atty.

RAKOWSKI, Beth Ann, a/k/a Beth Ann McGee, late of East Coventry. Raymond Rakowski, 467 Old Schuylkill Road, Pottstown, PA 19465, Administrator. DAVID SCHNARRS, Esquire, P.O. Box 1186, Pottstown, PA 19464, atty.

RAMBO, Jon R., late of West Goshen Township. Geralyn M. Barbato, care of DUKE SCHNEIDER, Esquire, 17 W. Miner St., West Chester, PA 19381-0660, Executrix. DUKE SCHNEIDER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19381-0660, atty.

ROSE, Formica, late of Downingtown. Rose Jamison, 1614 Bondsville Road, Downingtown, PA 19335, Executrix.

ROTHBERG, Ann Melinda, a/k/a Ann M. Rothberg, late of West Caln Township. David Rothberg, 498 Reeceville Road, West Brandywine, 19320, Executor. GORDON W. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

RUPERT, Dorothy R., late of East Coventry Township. Dain B. Rupert, 2396 E. Cedarville Rd., Pottstown, PA 19465, Executor. REBECCA A. HOBBS, Esquire, OWM Law, 41 E. High St., Pottstown, PA 19464, atty.

SATTI, Venkata, a/k/a Venkata Subbi Reddy Satti and Venkata S. Satti, late of Easttown Township.

Srinivasa D.R. Satti, care of JESSICA L. WILSON, Esquire, 30 Cassatt Ave., Berwyn, PA 19312, Executor. JESSICA L. WILSON, Esquire, McAndrews, Mehalick, Connolly, Hulse and Ryan P.C., 30 Cassatt Ave., Berwyn, PA 19312, atty.

SIMEONE, Michael, late of Chesterbrook. Lauren Simone, 21 Hawkswell Circle, Oreland, PA 19075, Executor. DAVID SCHNARRS, Esquire, P.O. Box 1186, Pottstown, PA 19464, atty.

VanELSWYK, Laura, a/k/a Laura F. VanElswyk, late of Tredyffrin Township. Maryann VanElswyk Schade, 299 Kenwood Lane, Harpers Ferry, WV 25425, Executrix. DANTE W. RENZULLI, JR., Esquire, 120 John Robert Thomas Drive, Exton, PA 19341, atty.

WOLFE, Robert G., late of West Sadsbury Township. Judith Lynn Miller, care of DENNIS B. YOUNG, Esquire, 430 West First Avenue, Parkersburg, PA 19365, Executrix. DENNIS B. YOUNG, Esquire, 430 West First Avenue, Parkersburg, PA 19365, atty.

ZIEGLER, Richard M., late of Caln Township. Richard C. Ziegler, 118 Hilltop Drive, Coatesville, PA 19320, Executor. GORDON W. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

3rd Publication

DAVIS, Brenda F., late of West Whiteland. Michelle Whalen, care of WILLIAM B. COOPER, III, Esquire, P.O. Box 673, Exton, PA 19341, Executrix. WILLIAM B. COOPER, III, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341, atty.

DONAGHEY, Madeleine E., late of Birmingham Township. James P. Donaghey and Michael Donaghey, care of CHARLES E. McKEE, Esquire, 1 N. Ormond Ave. – Office, Havertown, PA 19083, Executors. CHARLES E. McKEE, Esquire, Donohue, McKee & Mattson, LTD., 1 N. Ormond Ave. – Office, Havertown, PA 19083, atty.

HARTMAN, Sharon M., late of Elverson. Jamie L. Hartman, 32 Morgan Circle, Morgantown, PA 19543 & Heather M. Dalmas, 4429 New Holland Road, Mohnton, PA 19540, Administrators. BRETT M. FEGELY, Esquire, Hartman, Valeriano, Magovern & Lutz, P.C., 1025 Berkshire Blvd., Suite 700, Wyomissing, PA 19610, atty.

HRAPCZYNSKI, SR., Richard J., late of Penn Township. Robert M. Hrapczynski, care of ROBERT ABERNETHY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executor. ROBERT ABERNETHY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

HUNT, Ann Salinger, late of Exton. Holland Williams, 1185 Manor Lane, Mt Pleasant, SC 29464, Administrator.

INNES, Margaret Dolph, late of Schuylkill Township. Rebecca Sallen, 325 Merion Rd., Merion Station, PA 19066, Executrix. REBECCA SALLEN, Esquire, Sallen Law, LLC, 325 Merion Rd., Merion Station, PA 19066, atty.

KRUMENACKER, JR., Michael V., late of North Coventry Township. Jennifer L. Wunderlich, care of JESSICA R. GRATER, Esquire, 400 Creekside Drive, Suite 409, Pottstown, PA 19464, Executrix. JESSICA R. GRATER, Esquire, Monastra & Grater, LLC, 400 Creekside Drive, Suite 409, Pottstown, PA 19464, atty.

LAIRD, Barbara M., late of East Caln Township. Sondra B. McVeigh, care of KRISTEN R. MATTHEWS, Esquire, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, Executrix. KRISTEN R. MATTHEWS, Esquire, Kristen Matthews Law, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, atty.

LANGEVIN, Melissa Dorene, late of Phoenixville Borough. Jonathan Schierenbeck, 321 ½ Hall St., Phoenixville, PA 19460, Executor. JOEL W. GOLDBERG, Esquire, Goldberg, Goldberg & Maloney, 213 W. Miner St., West Chester, PA 19382, atty.

LAPP, John Elmer, a/k/a J. Elmer Lapp, late of West Caln Township. Susie E. Lapp, care of LINDA KLING, Esquire, 131 W. Main Street, New Holland, PA 17557, Executor. LINDA KLING, Esquire, Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557, atty.

LEWICKI, Dave Rodger, late of Phoenixville. John Tall, 1009 Hoy Circle, Collegeville, PA 19426, Executor.

MECHELLA, John Paul, late of Uwchlan Township. Carol Marie Meehan and Kathleen A. DiCurcio, care of RYAN M. BORNSTEIN, Esquire, 800 Lancaster Avenue, Suite T-2, Berwyn, PA 19312, Executor. RYAN M. BORNSTEIN, Esquire, Harvey Ballard and Bornstein, LLC, 800 Lancaster Avenue, Suite T-2, Berwyn, PA 19312, atty.

MOULDER, Janet G., late of West Whiteland Township. Donna L. Algeo, care of DUKE K. SCHNEIDER, Esquire, 17 W. Miner St., West Chester, PA 19381, Executrix. DUKE K. SCHNEIDER,

Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19381, atty.

ORTIZ-ZAYAS, Kimberly, late of Coatesville. Arnaldo Ortiz-Zayas, care of THOMAS E. WYLER, Esquire, 22 East Third Street, Media, PA 19063, Administrator. THOMAS E. WYLER, Esquire, Falzone & Wyler LLC, 22 East Third Street, Media, PA 19063, atty.

PAINTER, G. Gross, a/k/a George Gross Painter, late of South Coventry Township. Jay Painter, care of KRISTEN R. MATTHEWS, Esquire, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, Executor. KRISTEN R. MATTHEWS, Esquire, Kristen Matthews Law, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, atty.

RICHARDSON, Tanessa Yvonne, late of West Whiteland Township. Mildred E. Richardson and Christopher Lopez, 134 Sunnyhill Dr, Exton, PA 19341, Administrators. COURTNEY WIGGINS, Esquire, Clarion Law, LLC, PO Box 3169, West Chester, PA 19381, atty.

SALINGER, Carol Williams, a/k/a Kay Salinger, late of Parkesburg. Holland Williams, 1185 Manor Lane, Mt. Pleasant, SC 29464, Executrix.

SHEEHAN, Agnes Marie, late of Kennett Square Borough. Paul F. Sheehan, 155 Latches Ln., Media, PA 19063, Executor. HEATHER L. TURNER, Esquire, Law Office of Heather L. Turner, LLC, 137 N. Narberth Ave., Narberth, PA 19072, atty.

STAVROPOULOS, Vasilios S., a/k/a Vasilios Stavropoulos, Vasilios Stavros Stavropoulos and Bill Stavropoulos, late of West Goshen Township. Steven G. Stavropoulos and Yvette S. Kounios, care of NIKOLAOS I. TSOUROS, Esquire, Valley Forge Square, II, 661 Moore Rd., Ste. 105, King of Prussia, PA 19406, Executors. NIKOLAOS I. TSOUROS, Esquire, Law Offices of Wendy F. Blecziński, Valley Forge Square, II, 661 Moore Rd., Ste. 105, King of Prussia, PA 19406, atty.

VAIL, Frances B., a/k/a Frances Vail, late of Lancaster. Susannah Vail, care of JACQUELYN S. GOFFNEY, Esquire, 339 W. Baltimore Ave., Media, PA 19063, Executor. JACQUELYN S. GOFFNEY, Esquire, 339 W. Baltimore Ave., Media, PA 19063, atty.

WEINTRAUB, Rodelle Selma, late of West Grove Borough. Mark B. Weintraub, care of CAROLINA R. HEINLE, Esquire, 724 Yorklyn Rd., Ste. 100, Hockessin, DE 19707, Executor. CAROLINA R. HEINLE, Esquire, MacElree Harvey, LTD., 724 Yorklyn Rd., Ste. 100, Hockessin, DE 19707, atty.

WHITAKER, Thelma, a/k/a Thelma Ann Whitaker, late of Willistown Township. Samuel Whitaker, 799 Grubbs Mill Rd., Berwyn, PA 19312, Executor. ELIZABETH FERRARO, Esquire, Duane Morris LLP, 30 S. 17th St., 5th Fl., Philadelphia, PA 19103, atty.

WILLIAMS, John R., late of West Chester. Karen Williams Middleton, care of KEVIN J RYAN, Esquire, 220 West Gay Street, West Chester, PA 19380, Executrix. KEVIN J RYAN, Esquire, RMI Law, 220 West Gay Street, West Chester, PA 19380, atty.

ZULICK, Jonathon S., late of Birmingham Township. Evelyn F. Zulick, care of W. DONALD SPARKS, II, Esquire, P.O. Box 551, Wilmington, DE 19899, Executor. W. DONALD SPARKS, II, Esquire, Richards, Layton & Finger, P.O. Box 551, Wilmington, DE 19899, atty.

FICTITIOUS NAME

NOTICE is hereby given, pursuant to Fictitious Names Act of 1982, 54 Pa.C.S. Section 301 et seq., which repealed prior laws on the subject, any entity or entities (including individuals, corporations, partnership or other groups, which conduct any business in Pennsylvania under an assumed or fictitious name shall register such name by filing an application for registration of fictitious name with the Department of State for the conduct of a business in Chester County, Pennsylvania under the assumed or fictitious name, style or designation of

From Our Toy Box, with its principal place of business at 518 Kimberton Rd, Suite 304, Phoenixville, PA 19460. The application has been (or will be) filed on: Monday, November 21, 2022. The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Michael Donofrio & Christine Moreyra, 302 Draper Lane, Phoenixville, PA 19460.

Shy Fox, with its principal place of business at 195 Rosewood Drive, West Chester, PA 19382. The application has been (or will be) filed on: Tuesday, January 24, 2023. The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Rachel Coleman

An application for registration of the fictitious name **Isa Cleaning**, 935 E LANCASTER AVE # 1047 DOWNTOWN, PA 19335-3328 has been filed in the Department of State at Harrisburg, PA, File Date 11/13/2022 pursuant to the Fictitious Names Act, Act 1982-295. The name and address of the person who is a party to the registration is: Isaura Navarrete Ramirez, 161 LOOMIS AVE COATESVILLE PA 19320-2327.

Mission Senegal, with its principal place of business at 430 Hannum Ave., West Chester, PA 19380. The application has been (or will be) filed on: November 21, 2022. The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: The Gathering of West Chester, Inc. Charles W. Proctor, III, Esq. PLA Associates, PC 1450 E. Boot Road, Bldg 400D West Chester, PA 19380

NOTICE IS HEREBY GIVEN that an application for registration of a fictitious name, **JS ATM**, for the conduct of business in Chester County, Pennsylvania, with the principal place of business being at 112 Airport Road, Suite 395, Coatesville, PA 19320-5800, was approved by the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on 10/27/2022, pursuant to the Act of Assembly of December 16, 1982, Act 295.

The name and address of the entity owning or interested in the said business is:
 John Sly
 140 Larose Drive
 Coatesville, PA 19320

NONPROFIT CORPORATION NOTICE

NOTICE IS HEREBY GIVEN that an application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a charter of a Nonprofit Corporation which was organized under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

The name of the corporation is Downingtown West Swim & Dive Booster Club, Inc. Articles of Incorporation were filed on Tuesday, November 22, 2022 The purpose or purposes for which it was organized are: The corporation has been incorporated under the Pennsylvania Nonprofit Corporation Law of 1988

for the purpose of supporting the development of high school athletes on the Downingtown West High School Swim & Dive Team.

NOTICE

Notice is hereby given that the Court of Common Pleas of Chester County shall hold a hearing on February 17, 2023, at 9:30 a.m. in Courtroom No. 4 of the Chester County Justice Center, West Chester, Pennsylvania, on the Petition for Appointment of School Police Officer – David Clancy, No. 2023-00166-MJ, and the Petition for Appointment of School Police Officer – Lauren Trego, No. 2023-00167-MJ, upon motion of William R. Christman III, Esquire, counsel for the Coatesville Area School District.

Sheriff Sale of Real Estate

By virtue of the within mentioned writs directed to Sheriff Fredda L. Maddox, the herein-described real estate will be sold at public on-line auction via Bid4Assets, by accessing URL www.bid4assets.com/chestercopasheriffsales, on **Thursday, February 16th, 2023 at 11AM.**

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

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

FREDDA L. MADDOX, SHERIFF

2nd Publication of 3

SALE NO. 23-2-28

Writ of Execution No. 2017-05763

DEBT \$6,318.96

ALL THOSE TWO CERTAIN lots of land designated as Lots No. 78 & 79 in a tract of land called “Meadowbrook Addition No. 1” of Chester County, Pennsylvania, in Plan Book No. 2, page 73, situated in Valley Township, Chester County, Pennsylvania.

TAX PARCEL NO. 38-2Q-27

PLAINTIFF: Township of Valley

VS

DEFENDANT: **Shaun L. Rutherford & United States of America**

SALE ADDRESS: 974 W. Chestnut Street, Valley Township, PA 19320

PLAINTIFF ATTORNEY: **PORTNOFF LAW ASSOCIATES, LTD. 484-690-9300**

SALE NO. 23-2-30

Writ of Execution No. 2019-07320

DEBT \$1,192.05

ALL THAT CERTAIN lot of land comprising Lot No. 198 and the Eastern twenty-five (25) feet of Lot No. 197 on a Plan of Lots known as “Drumpelier” in the City of Coatesville, Chester County, Pennsylvania.

TAX PARCEL NO. 16-7-245.1

PLAINTIFF: City of Coatesville

VS

DEFENDANT: **James Hills & Mercedes Davis-Hills**

SALE ADDRESS: 1122 Walnut Street, Coatesville, PA 19320

PLAINTIFF ATTORNEY: **PORTNOFF LAW ASSOCIATES, LTD. 484-690-9300**

SALE NO. 23-2-31

Writ of Execution No. 2017-02704

DEBT \$4,204.89

All that certain lot or piece of ground situate in the 4th Ward of the Coatesville City, County of Chester, Commonwealth of Pennsylvania.

TAX PARCEL NO. 16-6-611

PLAINTIFF: City of Coatesville

VS

DEFENDANT: **Charnette Coleman**

SALE ADDRESS: 987 Olive Street, Coatesville, PA 19320

PLAINTIFF ATTORNEY: **PORTNOFF LAW ASSOCIATES, LTD. 484-690-9300**

SALE NO. 23-2-34

**Writ of Execution No. 2014-03737
DEBT \$3,164.25**

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected SITUATE in the Township of East Fallowfield, County of Chester and Commonwealth of Pennsylvania.

TAX PARCEL NO. 47-5-72.1

PLAINTIFF: East Fallowfield Township

VS

DEFENDANT: **Meredith H. McCue & United States of America**

SALE ADDRESS: 101 S. Brandywine Avenue, E. Fallowfield, PA 19320

PLAINTIFF ATTORNEY: **PORTNOFF LAW ASSOCIATES, LTD. 484-690-9300**

SALE NO. 23-2-36

**Writ of Execution No. 2018-00047
DEBT \$1,536.54**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, hereditaments and appurtenances, Situate in the Township of Easttown, County of Chester and State of Pennsylvania.

TAX PARCEL NO. 55-4-118.5

PLAINTIFF: Easttown Township

VS

DEFENDANT: **Gary Bolis, Jr. & Natasha Bolis**

SALE ADDRESS: 1330 South Leopard Road, Easttown Township, PA 19312

PLAINTIFF ATTORNEY: **PORTNOFF LAW ASSOCIATES, LTD. 484-690-9300**

SALE NO. 23-2-38

**Writ of Execution No. 20189-09559
DEBT \$2,552.97**

ALL THAT CERTAIN lot or land situated in the City of Coatesville, County of Chester and State of Pennsylvania.

TAX PARCEL NO. 16-9-277

PLAINTIFF: City of Coatesville

VS

DEFENDANT: **Hugh L. Simmons**

SALE ADDRESS: 52 W. Fifth Avenue, Coatesville, PA 19320

PLAINTIFF ATTORNEY: **PORTNOFF LAW ASSOCIATES, LTD. 484-690-9300**

SALE NO. 23-2-40

**Writ of Execution No. 2022-05638
DEBT \$175,188.85**

Property situate in the BOROUGH OF DOWNINGTOWN, CHESTER County, Pennsylvania, being

BLR # 11-7-30.3

IMPROVEMENTS thereon: a residential dwelling

PLAINTIFF: Freedom Mortgage Corporation

VS

DEFENDANT: **David M. McGaffin, Jr.**

SALE ADDRESS: 350 Mary Street, Downingtown, PA 19335

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

SALE NO. 23-2-42

Writ of Execution No. 2021-08906

DEBT \$70,713.20

Property situated in City of Coatesville. Tax Parcel # 16-5-306

IMPROVEMENTS thereon: a residential dwelling

PLAINTIFF: ATL Ventures LLC

VS

DEFENDANT: **Anibal Calle**

SALE ADDRESS: 118 South 3rd Avenue, Coatesville, PA 19320

PLAINTIFF ATTORNEY: **LACHALL COHEN & SAGNOR LLP 610-436-9300**

SALE NO. 23-2-43

Writ of Execution No. 2019-03141

DEBT \$73,135.39

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

All that certain piece, parcel or tract of land, situate on the North side of Charles Street in the Township of Valley, County of Chester, and State of Pennsylvania, and being known as Illes Manor Section 2 on a subdivision Plan-Final for Michael Illes, prepared by Berger & Hayes, Inc., Consulting Engineers and Surveyors dated July 8, 1980 and last revised March 12, 1981, Drawing Number 3529-80 and being more fully bounded and described.

Beginning at a point on the North side of Charles Street said point also being a corner of Lot #12 on said plan, thence extending from said beginning point along Lot 12, North 33 degrees 48 minutes 50 seconds West 97.58 feet to a point in line of lands of National R.R. Passenger Corp., thence

extending along same north 76 degrees 44 minutes 25 seconds East 81.53 feet to a point along Lot 14 on said plan thence extending along same South 11 degrees 48 minutes 50 seconds East 96.64 feet to a point on the North side of Charles Street, thence extending along same South 78 degrees 11 minutes 10 seconds West 81.50 feet to the first mentioned point and place of beginning.

Containing 8,036 square feet of land be the same more or less. Being Lot 13 on said Plan.

BEING THE SAME PROPERTY CONVEYED TO SUSAN F. BOYD-NOEL WHO ACQUIRED TITLE BY VIRTUE OF A DEED FROM JOHN P. HEMCHER AND PHILIP E. HEMCHER, DATED JUNE 20, 2001, RECORDED JULY 18, 2001, AT INSTRUMENT NUMBER 0049316, AND RECORDED IN BOOK 5013, PAGE 1651, OFFICE OF THE RECORDER OF DEEDS, CHESTER COUNTY, PENNSYLVANIA.

TAX PARCEL NO.: 38-5C-86.7

PLAINTIFF: PNC Bank, National Association

VS

DEFENDANT: **Susan F. Boyd Noel, AKA Susan F. Boyd-Noel**

SALE ADDRESS: 915 Charles Street, Coatesville, PA 19320

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

SALE NO. 23-2-44

Writ of Execution No. 2020-05989

DEBT \$4,958.61

ALL THAT CERTAIN TRACT OF LAND, together with the frame dwelling house erected thereon, situated in East Fallowfield Township, Chester County, Pennsylvania.

TAX PARCEL NO. 47-4H-1

PLAINTIFF: Coatesville Area School District

VS

DEFENDANT: **Edwin F. Groce & Elaine M. Holmes**

SALE ADDRESS: 160 Doe Run Road, East Fallowfield, PA 19320

PLAINTIFF ATTORNEY: **PORTNOFF LAW ASSOCIATES, LTD. 484-690-9300**

SALE NO. 23-2-47

Writ of Execution No. 2022-02360

DEBT \$21,241.10

Township of East Brandywine, Chester County, Pennsylvania

Tax Parcel No. 30-5-732

PLAINTIFF: Applecross Country Club Master Association

VS

DEFENDANT: **Hong Luo**

SALE ADDRESS: 141 Bolero Drive, Downingtown, PA 19335

PLAINTIFF ATTORNEY: **MARCUS & HOFFMAN, P.C. 610-565-4660**

SALE NO. 23-2-48

Writ of Execution No. 2019-11251

DEBT \$161,174.55

ALL THAT CERTAIN lot or piece of ground, situate in the Township of Kennett, County of Chester and the State of Pennsylvania, bounded and described according to the Record Plan of "Millbrook" made by Edward H. Richardson Associates, Inc., Consulting Engineers, Newark DE dated 8/14/1978 as follows to wit: Beginning at a point on the South Side of Millbrook Drive at a corner of Lot No. 11 on said Plan; thence extending from said beginning point along Lot No. 11, South 2 degrees 36 min-

utes 23 seconds West

313.76 feet to a point in line of open space; thence extending along the same North 87 degrees 23 minutes 37 seconds West 140.00 feet to a corner of Lot No. 13; thence extending along the same North 2 degrees 36 minutes 23 seconds West, 313.76 feet to a point on the South side of Millbrook Drive aforesaid; thence extending along the same South 87 degrees 23 minutes 37 seconds East 140.00 feet to the first mention point and place of beginning. Containing 43,927 square feet of land. Being Lot No. 12 on said Plan.

Tax Parcel: 62-5-75.13

PLAINTIFF: OCEANFIRST BANK, N.A.

VS

DEFENDANT: **MANGESH K. HONWAD and MOHIT HONWAD, ADMINISTRATOR OF THE ESTATE OF NEELAMBARI M. HONWAD**

SALE ADDRESS: 110 Millbrook Drive, Kennett Township (Chadds Ford), PA 19317

PLAINTIFF ATTORNEY: **ROBERT L. SALDUTTI, ESQ. 610-994-1137**

SALE NO. 23-2-49

Writ of Execution No. 2022-03088

DEBT \$354,049.11

ALL THAT CERTAIN lot or parcel of land situated in the Township of West Brandywine, County of Chester, Commonwealth of Pennsylvania, being more fully described in Deed dated April 4, 2011 and recorded in the Office of the Chester County Recorder of Deeds on May 3, 2011, in Deed Book Volume 8171 at Page 254, as Instrument No. 201111096747.

Tax Parcel No. 29-4-184.3

PLAINTIFF: U.S. Bank National Association, as trustee, on behalf of the holders of the Asset Backed Pass-Through Certificates, Series RFC-2007-HE1

VS
 DEFENDANT: **Faye S. Evans & Dempsey Evans**
 SALE ADDRESS: 192 Springton Road, Glenmoore, PA 19343
 PLAINTIFF ATTORNEY: **HLADIK, ONORATO & FEDERMAN, LLP 215-855-9521**

VS
 DEFENDANT: **KRISTY M. CASTAGNA and JUAN RIVERA JR. AKA JUAN RIVERA**
 SALE ADDRESS: 1390 Kirkland Avenue, West Chester, PA 19380
 PLAINTIFF ATTORNEY: **KML LAW GROUP, P.C. 215-627-1322**

SALE NO. 23-2-50
Writ of Execution No. 2022-02279
DEBT \$286,514.94

SALE NO. 23-2-53
Writ of Execution No. 2022-02500
DEBT \$277,262.35

ALL THOSE CERTAIN LOTS OR PIECES OF GROUND SITUATE IN UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA.
 BEING PARCEL NUMBER: 33-5A-49
 IMPROVEMENTS thereon: a residential property
 PLAINTIFF: **NEWREZ LLC D/B/A SHELLPOINT**
 MORTGAGE SERVICING
 VS
 DEFENDANT: **GERALDINE DRAKE**
 SALE ADDRESS: 135 Neyland Court, Exton, PA 19341
 PLAINTIFF ATTORNEY: **ROBERTSON, ANSCHUTZ, SCHNEID, CRANE & PARTNERS, PLLC 855-225-6906**

Township of Caln, Chester County, Pennsylvania
 Tax Parcel # 39-1-22
 IMPROVEMENTS thereon: a residential dwelling
 PLAINTIFF: **COBA, INC., ASSIGNEE OF TD BANK, N.A.**
 VS
 DEFENDANT: **MICHAEL GAMBONE**
 SALE ADDRESS: 3707 East Fisherville Road, Downingtown, PA 19335
 PLAINTIFF ATTORNEY: **DUANE MORRIS, LLP 215-979-1000**

SALE NO. 23-2-51
Writ of Execution No. 2020-00634
DEBT \$350,429.44

SALE NO. 23-2-54
Writ of Execution No. 2022-02259
DEBT \$190,570.71

PROPERTY SITUATE IN TOWNSHIP OF WEST WHITELAND
 TAX PARCEL # 41-6N-149
 IMPROVEMENTS thereon: a residential dwelling
 PLAINTIFF: **M&T BANK**

ALL THAT CERTAIN lot or parcel of land situated in the Borough of West Grove, County of Chester, Commonwealth of Pennsylvania, being more fully described in Deed dated December 8, 2006 and recorded in the Office of the Chester County Recorder of Deeds on December 13, 2006, in Deed Book Volume 7033 at Page 1114, as Instrument No. 200610712785.
 Tax Parcel No. 5-4-187
 PLAINTIFF: **Federal Home Loan Mort-**

gage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Credit Risk Transfer Trust, Series 2018-3

VS

DEFENDANT: **John Turley**

SALE ADDRESS: 140 West Evergreen Street, West Grove, PA 19390

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

SALE NO. 23-2-55

Writ of Execution No. 2020-00628

DEBT \$149,222.77

PROPERTY SITUATE IN THE BOROUGH OF PHOENIXVILLE

TAX PARCEL # 15-13-660

IMPROVEMENTS thereon: a residential dwelling

PLAINTIFF: MIDFIRST BANK

VS

DEFENDANT: **PAUL LEVENGOOD JR. and NICOLE WERTZ**

SALE ADDRESS: 236 Nutt Road, Phoenixville, PA 19460

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

SALE NO. 23-2-56

Writ of Execution No. 2019-06962

DEBT \$211,061.75

ALL THAT CERTAIN tract of land, Situate in Caln Township and partly in East Fallowfield Township, County of Chester and State of Pennsylvania, bounded and described according to a Survey made by J.W. Harry C.E., dated March 16, 1955, as follows, to wit:

BEGINNING at a pin in the North Street line of Robin Road, a corner of remaining

land now or formerly of Jesse Shallcross, Jr., one of the grantors herein distant 585.83 feet measured North 81 degrees 34 minutes East along said North Street line of Robin Road from a pin at its intersection with the East Street Line of 15th Avenue, said point of beginning being also in the East curb line of 16th Avenue of Megargee Heights (extends Southwardly) thence leaving Robin Road and along said land now or formerly of Jesse Shallcross, Jr., crossing the Township Line between East Fallowfield Township and Caln Township and along said East curb line of 16th Avenue North 4 degrees 5 minutes West

214.67 feet to its point of intersection with the South curb line of Reed Street, thence along the South curb line of Reed Street North 85 degrees 55 minutes East 104.11 feet to a point, a corner of remaining land of Dr. Charles E. Stone one of the grantors herein; thence leaving Reed Street and along the same recrossing said Township Line between Caln Township and East Fallowfield Township and along remaining land of Jesse Shallcross, Jr., one of the grantors herein, South 8 degrees 26 minutes East 206.19 feet to a point in the North Street line on Robin Road aforesaid, thence along the same South 81 degrees 34 minutes West 120 feet to the first mentioned point and place of beginning.

CONTAINING 23,542.74 square feet of land more or less.

BEING the same premises which Trident mortgage Company, LP, recorded on October 23, 2003, in the Recorder of Deeds in and for the County of Chester, by Deed dated October 16, 2003 and recorded October 23, 2003 in the Office of the Recorder of Deeds in and for the County of Chester in Record Book 5950 and Page 2145, granted and conveyed unto Todd C. Alexander and Melanie G. Alexander.

Being UPI # 47-1R-8

PLAINTIFF: CITIMORTGAGE, INC.

VS

DEFENDANT: **TODD C. ALEXANDER and MELANIE F. ALEXANDER**

SALE ADDRESS: 1601 Robin Road, Coatesville, PA 19320

PLAINTIFF ATTORNEY: **HILL WALLACK LLP 215-579-7700**

SALE NO. 23-2-57

Writ of Execution No. 2022-01501

DEBT \$607,391.66

ALL THAT CERTAIN lot or tract of land situate in the Township of East Bradford, County of Chester, Commonwealth of Pennsylvania bounded and described according to a Plan of Southdown (Marshallton Chase) prepared by Eastern States Engineering, Inc., dated April 19, 1996 and last revised April 16, 1997 and recorded in the Office of the Recorder of Deeds n Chester County as Plan #13851, as follow, to wit:

BEGINNING at a point on the Southwesterly side of Ridge Crest Drive as shown on said Plan a corner of Lot 47 on said Plan; thence extending along the Southwesterly side of Ridge Crest Drive South 22 degrees 32 minutes 47 seconds East 41.50 feet to a point of curve; thence still along the same on the arc of a circle curving to the left having a radius of 225.00 feet the arc distance of 6.19 feet to a point of reverse curve; thence still along the same on the arc of a circle curving to the right having a radius 15.00 feet the arc distance of 20.87 feet to a point of reverse curve; thence still along the same on the arc of a circle curving to the left having a radius of 100.00 feet the arc distance of 149.90 feet to a point; thence extending along Lot 45 on said Plan South 63 degrees 47 minutes 38 seconds West 58.30 feet to a point; thence still along the same South 21 degrees 28 minutes 41 seconds West 130.00 feet to a point; thence still along the same North 84 degrees 16 minutes 32 seconds West 162.62 feet to a point;

thence still along the same and thorough wetlands on said Plan North 24 degrees 26 minutes 57 seconds West 163.12 feet to a point; thence extending along Lot 47 aforementioned North 51 degrees 31 minutes 00 seconds East 113.90 feet to a point; thence still along the same North 67 degrees 27 minutes 13 seconds East 278.00 feet to the point and place of BEGINNING.

BEING THE SAME PREMISES which Guy Radossevich and Suzanne Erwin, by Deed dated 7/1/2002 and recorded in the Office of the Recorder of Deeds of Chester County on 12/26/2002 in Deed Book Volume 5508, Page 238, granted and conveyed unto Robert Axenfeld and Paula Axenfeld.

TAX PARCEL # 51-5-81.54

IMPROVEMENTS thereon: a residential property

PLAINTIFF: WILMINGTON TRUST Company Not In Its Individual Capacity But Solely As Successor Trustee to U.S. Bank National Association, As Trustee, Successor In Interest to Wachovia Bank, N.A., as Trustee for MASTR Asset Securitization Trust 2004-6

VS

DEFENDANT: **Robert R. Axenfeld & Paula Axenfeld**

SALE ADDRESS: 206 Ridge Crest Drive, West Chester, PA 19382

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

SALE NO. 23-2-58

Writ of Execution No. 2022-05487

DEBT \$127,001.76

ALL THOSE CERTAIN LOTS OR PIECES OF GROUND SITUATE IN THE THORNDALE, CHESTER COUNTY, PENNSYLVANIA.

BEING TAX PARCEL NUMBER: 39-4G-208

PLAINTIFF: SPECIALIZED LOAN SERVICING LLC

VS

DEFENDANT: **ROBERT A. GIGLIUTO A/K/A ROBERT GIGLIUTO**

SALE ADDRESS: 3601 Homestead Lane, Thorndale, PA 19372

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

SALE NO. 23-2-59

Writ of Execution No. 2020-09377

DEBT \$74,181.23

ALL THAT CERTAIN tract of parcel of land with the buildings and improvements thereon erected, SITUATE in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania.

Tax Parcel No.: 53-6-520

PLAINTIFF: Malvern Bank, N.A.

VS

DEFENDANT: **Rian Poltrone**

SALE ADDRESS: 1806 Valley Road, West Chester, PA 19382

PLAINTIFF ATTORNEY: **WARREN E. KAMPF 610-436-4400**

SALE NO. 23-2-60

Writ of Execution No. 2020-08560

DEBT \$1,964.30

ALL THAT CERTAIN piece, parcel, or tract of land situate in the Township of Charlestown, County of Chester, and Commonwealth of Pennsylvania being shown as Lot 82 on a plan #19553 titled "Spring Oak, Traditional Neighborhood Development" prepared by Langan Engineering, dated October 5, 2009, last revised December 9,

2013 and being more particularly described as follows:

BEGINNING at the point of the westerly right-of-way lone of Quigley Drive (varying width) (45 feet wide at this point), said point being the following two (2) courses and distances from the southerly right-of-way line of Milton Drive (varying width) (40 feet wide at the point of commencement):

A. From the point of commencement, on the arc of a circle curving to the right, in a southeast direction, having a radius of 10.00 feet and an arc length of 15.71 feet, subtended by a chord bearing of South 56 degrees 24 minutes 41 seconds East and a chord distance of 14,14 feet to a point of tangency, thence;

B. South 11 degrees 24 minutes 41 seconds East, a distance of 136.16 feet along the westerly right- of-way line of said Quigley Drive to point of curvature, thence;

C. On the arc of a circle curving to the left, in a southeast direction, having a radius of 170.00 feet and an arc length of 60.60 feet, subtended by a chord bearing of South 22 degrees 38 minutes 02 seconds East and a chord distance of 66.17 feet to the first mentioned point, and running, thence;

1. From the point of beginning, on the arc of a circle curving to the left, in a southeast direction, having a radius of 170.00 feet and an arc length of 31.77 feet, subtended by a chord bearing of South 39 degrees 12 minutes 39 seconds East and a chord distance of 31.73 feet to a point, thence;

2. South 41 degrees 24 minutes 06 seconds West, a distance of 121.68 feet, along Lot 83 as designated on said plan and the center of a 16" wide drainage easement to a point on the easterly right-of-way line of Pine Lane (Alley 4) (16' wide) , thence;

3. On the arc of a circle curving to the right, in a northwest direction, having a radius of 282.00 feet and an arc length of 72.07 feet, subtended by a chord bearing of North 37

degrees 38 minutes 54 seconds West and a chord distance of 71.87 feet along easterly right-of-way line of said Pine Lane to point, thence;

4. North 60 degrees 31 minutes 46 seconds East, a distance of 119.82 feet along Lot 81 as designated on said plan to the first mentioned point and the place of BEGINNING.
Tax Parcel # 34-4-389

PLAINTIFF: Valley Forge Sewer Authority
VS

DEFENDANT: **Changdong Gao and Yuqing Zhang**

SALE ADDRESS: 350 Quigley Drive, Malvern, PA 19355

PLAINTIFF ATTORNEY: **LAMB McERLANE PC 610-430-8000**

SALE NO. 23-2-61

Writ of Execution No. 2019-04318

DEBT \$125,638.78

ALL THAT CERTAIN tract of ground situated in the Borough of Downingtown, Chester County, Pennsylvania, bounded and described according to a Plan of Valley View made by Yerkes Associates, Inc. dated July 20, 1977 last revised April 13, 1979 and recorded as Plan #2337 as follows:

Tax Parcel # 11-10-56.5A

PLAINTIFF: CrossCountry Mortgage, Inc.
VS

DEFENDANT: **Robert E. Childs and Patricia Henley Childs**

SALE ADDRESS: 138 South Lloyd Avenue, Downingtown, PA 19335

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

SALE NO. 23-2-63

Writ of Execution No. 2020-01488

DEBT \$184,590.24

ALL THAT CERTAIN tract of land on which is situated a one-half double frame house, known as 419 Strasburg Avenue in the Borough of Parkesburg, in Chester County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the middle of said Strasburg Avenue, said point being 200 feet West from the west side of North Culvert Street, the southwest corner of land of Chester Findley; thence North along the line of land of Chester Findley, North 19 degrees 20 minutes East 290.4 feet to the middle of a 20 feet wide public alley, known as North Alley; thence along the middle of said Alley, North 70 degrees 32 minutes West 75 feet to the line of land of Sara W. Schultz, now known as Sara W. Sener; thence South along said last mentioned line of land of Sara Sener, South 19 degrees 28 minutes West and going through the center of the division wall of Sara W. Sener and the property hereby conveyed 290.4 feet to the middle of Strasburg Avenue aforesaid; thence finally along the center line of Strasburg Avenue, South 70 degrees 32 minutes East 75 feet to the point and place of beginning.

Containing 21,780 square feet of land, be the same more or less.

BEING the same premises which Adrienne M. Hess, now known as Adrienne M. Walburn, recorded on January 14, 2016, in the Recorder of Deeds in and for the County of Chester, at Instrument Number 11453393, by Deed dated January 14, 2016 and recorded January 15, 2016 in the Office of the Recorder of Deeds in and for the County of Chester in Record Book 9250 Page 319, granted and conveyed unto Denise M. Johnston, in fee.

BEING UPI # 08-03-0059

PLAINTIFF: CARRINGTON MORTGAGE SERVICES, LLC
VS

DEFENDANT: **DENISE M. JOHNSTON**
SALE ADDRESS: 419 Strasburg Avenue, Parkesburg, PA 19365

PLAINTIFF ATTORNEY: **HILL WAL-LACK LLP 215-579-7700**

SALE NO. 23-2-64

Writ of Execution No. 2021-09870

DEBT \$217,668.80

ALL THAT CERTAIN lot or piece of ground situate in the Township of West Whiteland County of Chester and State of Pennsylvania, bounded and described according to a "As Built Plan" part of Phase IV Indian King, made by Yerkes Associates, Inc., date 3/14/1980 and last revised 2/3/1981 as follows, to wit:

Beginning at an interior point a corner of #410 Anglesey Terrace East, said point being located the 2 following courses and distances form a corner of lands of The Whiteland Co.

(1) South 86 degrees 24 minutes 02 seconds West 97.83 feet to a point and (2) South 21 degrees 44 minutes 31 seconds East 80.66 feet thence extending from said point of beginning South 21 degrees 44 minutes 31 seconds East crossing the northwesterly corner of NO. 412 Anglesey Terrace East; thence extending along the same South 68 degrees 15 minutes 29 seconds West recrossing the said side of the easement 100.00 to a point; thence extending North 21 degrees 44 minutes 31 seconds West 20.00 feet to a point a corner of lot #410 Anglesey Terrace East; thence extending along the same North 68 degrees 15 minutes 29 seconds East 100.00 feet to the first mentioned point and place of beginning.

Being lot #411 Anglesey Terrace East Building Group H Unit 411

BEING the same premises which Thomas Ost-Prisco and Jennifer Ost-Prisco by Deed dated June 28, 2007 and recorded in the Office of the Recorder of Deeds of Chester County on July 16, 2007 at Book 7212, Page 1461 granted and conveyed unto Adam D. Greenstein.

Tax Parcel No. 41-5Q-253

PLAINTIFF: Lakeview Loan Servicing, Inc.

VS

DEFENDANT: **Adam D. Greenstein and The United States of America c/o U.S. Attorney's Office**

SALE ADDRESS: 411 East Anglesey Terrace, West Chester, PA 19380

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

SALE NO. 23-2-65

Writ of Execution No. 2022-03636

DEBT \$31,112.54

ALL THAT CERTAIN , MESSAGE, LOT OR PIECE OF LAND SITUATE ON, IN THE BOROUGH OF WEST GROVE, COUNTY OF CHESTER, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED, AS FOLLOWS, TO WIT:

All that certain lot or piece of ground Situate in the Borough of West Grove, County of Chester, County and State of Pennsylvania, bounded and described according to a subdivision of Harmony Hill made by N.M. Lake and Associates, Inc., Land Surveyors, Oxford, Pennsylvania, dated September 24, 1987 and revised October 3, 1988 and recorded in Chester County as plan File Number 9013, and being more fully described as follows, to-wit:

Beginning at a point on the Southeasterly side of Haines Drive, a corner of Lot 17 on said plan, thence extending from said point of beginning and extending along said side

of Lot 17 South 60 degrees 30 minutes 18 seconds East 163.51 feet to a point and corner of Lot 23 on said plan, thence extending along said side of lot 23 South 24 degrees 37 minutes 30 seconds West 100.36 feet to a point and corner of Lot 18 on said Plan, thence extending along said side of Lot 19, North 60 degrees 30 minutes 18 seconds West 163.51 feet to a point on the Southeasterly side of Haines Drive; thence extending along said side of Haines Drive, North 24 degrees 37 minutes 30 seconds East 100.36 feet to the first mentioned point and place of beginning.

Being Lot 18 on said plan.

Excepting and reserving unto the Grantor its successors and assigns, the perpetual right to dedicate and convey to the Borough of West Grove ("Borough"), Chester County, Pennsylvania, a Pennsylvania municipal corporation duly organized and existing as a borough, perpetual and exclusive easements, right-of-way and right of entry, all upon, over under and across any and all areas, shown on the above identified Plan, recorded at plan file no. 9013-9020, as public roads, water supply, sanitary and/or stormwater managements easements, rights-of-way and/or facilities; any easement, right-of-way and/or right conveyed to the Borough, pursuant to this exception and reservation, shall be for the purpose of placing, constructing, operating, using, maintaining, repairing, rebuilding, replacing, relocating and/or removing any/or all public water supply, sanitary sewer, storm-water management and/or any and all other utilities, lines, services and/or facilities and/or public road all such rights to be free from interference; which right to dedicate and convey to the Borough shall be limited only by any prior conveyance of such rights to the Borough.

BEING THE SAME PROPERTY CONVEYED TO STEVEN M. GENTILE AND ANNE F. GENTILE, HUSBAND AND WIFE WHO ACQUIRED TITLE, AS TENANTS BY THE ENTIRETY, BY

VIRTUE OF A DEED FROM ERIK REICHELTELT AND CHRISTINA REICHELTELT, HUSBAND AND WIFE, DATED JUNE 22, 2006, RECORDED JULY 21, 2006, AT DEED BOOK 6903, PAGE 495, OFFICE OF THE RECORDER OF DEEDS, CHESTER COUNTY, PENNSYLVANIA.

UPI # 5-2-37.15

PLAINTIFF: PNC Bank, National Association

VS

DEFENDANT: **Steven M. Gentile & Anne F. Gentile**

SALE ADDRESS: 5 Haines Drive, West Grove, PA 19390

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

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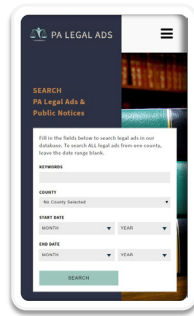
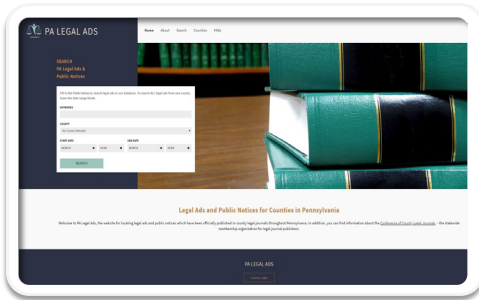
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