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325. The District Court scheduled a third settlement conference before Magistrate Judge Rueter for October 27, 2016. D-118 at p. 38. On October 25, 2016, Ms. Russell wrote a letter to counsel for Appel & Yost advising of the same. 4T184:17-4T185:9.

326. There was a settlement conference before Magistrate Judge Rueter on October 27, 2016. D-118 at p. 38.

327. On November 16, 2016, Ms. Russell wrote to counsel for Appel & Yost and notified counsel for Appel & Yost that there would be another settlement conference on December 14, 2016. 4T185:12-16.

328. Ms. Russell's November 16, 2016 letter also provided: "the purpose of this letter is to request again . . . that you engage in meaningful settlement discussions with Keystone and the Hostettters in advance of the next settlement conference." 4T186:16-21.

329. There was a settlement conference before Magistrate Judge Rueter on December 14, 2016. D-118 at p. 38.

330. The District Court scheduled a fifth settlement conference before Judge Rueter for January 18, 2017. D-118 at p. 38.

331. On January 13, 2017, Ms. Russell wrote to counsel for Appel & Yost and notified counsel that another settlement conference had been scheduled before Judge Rueter. 4T187:1-6. On January 20, 2017, counsel for Appel & Yost responded to Ms. Russell's letter with his position on the lawsuit. P-38 (as redacted).

March 27, 2017 Settlement with Homeowners

332. On March 27, 2017, Keystone and Willow Creek entered a written settlement agreement with the homeowners. P-19; 1T122:12-16.

333. Plaintiffs did not notify Appel & Yost of the terms of the March 27, 2017 settlement agreement reflected in P-19 or their intent to accept the terms of the March 27, 2017 settlement agreement reflected in P-19 before acceptance of those terms. J-1; 9T79:20-25 (by stipulation).

334. Keystone and Willow Creek agreed to install public water. P-19 at pp. 4-5.

335. The terms of the settlements did not include a lump sum payment to any individual homeowner except for \$25,000, which was based on the cost associated with the need to use bottled water. *See* P-19; 4T194:24-4T195:1; 4T197:12-17.

336. The settlement included the retention of a diminution in value claim that depended on the performance of the EnviroServers. P-19 at pp. 8-10; 3T146:13-15.

337. If the EnviroServers do not come into compliance with the DEP permit by March 27, 2019, then the homeowners could assert a diminution in value claim that would be equal to the greater of the purchase price or appraised value of the home. P-19 at pp. 8-10; 3T156:10-3T157:3.

338. The homeowners could assert a diminution in value claim if the DEP did not amend the permit. P-19 at pp. 8-10; 3T157:11-25.

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339. Keystone would buy-back the homes and pay moving expenses resulting from the diminution in value claim if the DEP permit was not amended within the two-year timeframe. 3T157:18-3T158:4.

340. Keystone, Willow Creek and the Hostetters will receive a credit for the \$25,000 per lot payment in the diminution of value claim. 3T146:23-3T147:13.

341. The March 27, 2017 settlement agreement did not resolve the claim for attorneys' fees and costs by the homeowners. See P-19 at pp. 11-12.

342. Plaintiffs and the homeowners agreed to mediate the fee claim, and, if mediation was unsuccessful, then the claim would be submitted to a magistrate judge as a fee petition or binding arbitration. See P-19 at pp. 11-12.

343. Willow Creek paid only \$25,000 of the per lot payments due under the March 27, 2017 settlement agreement. 1T129:10-17; 1T130:3-4; 2T26:25-2T27:3.

344. Willow Creek paid to have public water installed, but will receive a credit of some amount from Chester Water Authority. 1T126:7-8.

Plaintiffs' Amended Pleading in this Action

345. Keystone and Willow Creek filed an amended complaint, verified by Rutt, on April 26, 2017.

346. According to the amended complaint, plaintiffs' claims depend on:

43. The only basis for Keystone [defined as Keystone and Willow Creek] and the Hostetters to be obligated to provide public water to the Community was the erroneous statement in the POS that public water would be available to the Community, which statements could have been enforced if the Community Homeowners prevailed under the causes of action that the Community Homeowners alleged in the Litigation.

Exhibit "D" at ¶ 43.

Continued Litigation of the Homeowners' Fee Claim

347. The homeowners and plaintiffs were unable to resolve the homeowners' fee claim by mediation.

348. On May 18, 2017, the homeowners filed a fee petition. D-118 at pp. 38-39.

349. On July 28, 2017, the Magistrate Judge granted the homeowners' fee petition and awarded \$1,647,695.41 in attorneys' fees and \$100,000 in costs. D-118 at p. 40.

350. On December 29, 2017, Keystone, Willow Creek and the Hostetters settled the homeowners' fee claim for a total payment of \$1,550,000. P-28; 2T79:14-20; 9T188:25-9T190:1.

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351. Plaintiffs did not notify Appel & Yost of the terms of the December 29, 2017 settlement agreement regarding award of attorneys' fees or their acceptance thereof. J-1; 9T80:1-9 (by stipulation).

352. Willow Creek paid \$700,000 of the homeowners' attorneys' fees. 1T134:17-21; P-28; 2T27:4-6, 2T28:8-9; 4T205:23-4T206:1.

DEP Permit Issues Continue

353. From October 25, 2018 through January 2, 2019, both plaintiffs' consultant and counsel tried repeatedly to get a response from the DEP about its position on whether it would amend the permit to remove the experimental designation, but did not receive a response. 33T41:17-33T44:4.

354. As of February 19, 2019, the DEP still had not made a decision about its position about amending the permit and advised it would "be meeting internally on our end to discuss the request." 33T56:20-33T57:6.

355. On March 7, 2019, the DEP wrote to plaintiffs' consultant and counsel that the DEP would not be amending the permit based on the water test results submitted by plaintiffs. D-372 (first enclosure). The DEP "observe[d] that your results suggest a significant improvement in denitrification by many of the operational systems, compared to past performance." and "[i]f such results continue, the permittee may be able to show that the experiment is a success." D-372 (first enclosure).

356. On March 20, 2019, shortly before the compliance deadline, Ms. Russell wrote to Mr. Tanner that the EnviroServers still have not met the requirements of the DEP permit and blamed the homeowners' tampering or interfering with the EnviroServers for the unfavorable results. *See* D-372; 33T67:11-15.

357. Keystone "request[ed] that the Monitoring Period be extended on the same terms as stated in the Settlement Agreement for another two year period[.]" D-372 at p. 13; 33T69:1-11.

358. On March 25, 2019, Mr. Tanner responded to Ms. Russell's March 20, 2019 letter with a lengthy rebuttal of the claims of tampering and interference by the homeowners. D-373; 33T69:20-33T70:20.

359. The deadline to have the water quality management permit amended to remove the experimental designation, March 27, 2019, was not met. 13T5:8-22.

360. On May 21, 2019, Mr. Tanner provided notice to Keystone that all but two homeowner pairs wanted to sell their homes back to Keystone, per the March 27, 2017 settlement agreement terms. D-997 at ¶ 120.

361. On June 5, 2019, Ms. Russell wrote to Mr. Tanner and indicated that Keystone would market and sell the Wyndham Creek homes to third parties on behalf of the homeowners and then pay the homeowners the amount owed under the settlement agreement when the third-party sales occurred. 33T107:11-17.

362. Keystone also requested that the homeowners agree to a one-year extension of the DEP permit amendment deadline. 33T110:12-16.

363. The homeowners did not agree to Keystone's proposal to market and sell the

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Wyndham Creek homes to third-parties, rather than directly re-purchasing the homes. *See* 33T104:15-33T109:10.

364. On June 27, 2019, Mr. Tanner sent a “notice of default” under paragraph 22 of the March 27, 2017 settlement agreement and provided seven (7) days to cure the default. D-944.

365. On July 24, 2019, the homeowners commenced a new civil action against Keystone, Willow Creek and the Hostetters by writ of summons in this court at docket no. 2019-07496-CT (“Homeowners’ Enforcement Action”). D-995. On September 25, 2019, the homeowners filed a complaint in the Homeowners’ Enforcement Action. D-997.

Pursuit of a “Consent Order” with DEP

366. As of August 13, 2019, the EnviroServers still were not in compliance with the requirements of the DEP permit. 33T137:22-25.

367. After the DEP refused to amend the permit or adopt new requirements for testing, Keystone proposed a consent order and agreement. 33T13:18-22; 33T14:16-23.

368. The DEP required, as its first condition, “confirmation that public water was provided to the development and that all houses were connect[ed.]” 33T139:22-33T140:15. Another condition by the DEP of the consent order was connection to public sewer when it became available. 33T150:16-33T152:12.

369. On August 20, 2019, Keystone’s consultant confirmed to the DEP that Keystone agreed to the DEP’s conditions of the consent order and agreement. 33T153:5-15.

370. As of the last day of trial, the EnviroServers were still not in compliance with the DEP permit after more than thirteen (13) years since the first installation in June 2007. *See* 3T146:7-10; D-190 at 24:23-25:14; D-997.

Attorneys’ Fees

371. Plaintiffs presented the court with legal fees Willow Creek paid in the homeowners’ litigation.

372. Keystone did not pay any portion of the homeowners’ legal fees.

373. Keystone did not pay the invoices from Kaplin Stewart, Veritext and Joel Ross. *See* 2T14:7-14; 2T21:7-9; 2T23:5-6; 4T207:4-5.

374. Plaintiffs offered testimony by Kimberly L. Russell to support the Kaplin Stewart fee bills.

375. Plaintiffs’ counsel fees are not segregated by count or subject matter.

376. Ms. Russell had no information regarding the work performed by other professionals at Kaplin Stewart for entries in which she was not involved. J-2 ¶ 2.

377. Plaintiffs did not offer testimony by any other professional at Kaplin Stewart about their entries of the legal invoices.

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378. Plaintiffs revised their time charges on April 22, 2020 by \$101,025.63. Exhibit “G.”

DISCUSSION

I. Count I: Legal Malpractice

Elements of A Claim

In Pennsylvania, in order to establish a claim for legal malpractice based in negligence, a plaintiff must demonstrate the following elements:

1. appointment of the attorney or other basis for duty;
2. the failure to exercise ordinary skill and knowledge; and
3. that the attorney’s negligence was the proximate cause of damage to plaintiff.

Each element must be proven by a preponderance of the evidence. The applicable statute of limitations for such a claim is two (2) years, if the action for malpractice is brought in tort. When the statute of limitations began to run in this case is a central point of dispute between the parties and thus the court will address this issue at the outset.

Statute of Limitations

Plaintiffs commenced this action on August 25, 2015. Defendants contend that plaintiffs’ legal malpractice claim is barred by the statute of limitations. They make the following alternative arguments in support of their statute of limitations defense:

(1) plaintiffs’ claims arose, and the statute of limitations began to run, at the time of injury/breach – defendants’ presentation to the client of an erroneous public offering statement in late February, 2007 - and any action should have been filed within two (2) years thereafter, in this case no later than March, 2009; or

(2) plaintiffs knew as soon as December 21, 2011, the date of the community meeting, of the homeowners’ intention to pursue claims against plaintiffs for, among other things, the erroneous disclosures made in the POS provided to them and were required to act within two (2) years of that time, or no later than December, 2013.

Plaintiffs acknowledge that defendants prepared and provided to them an error filled POS in 2007, but argue that their claim for legal malpractice did not “accrue” until the homeowners filed their federal complaint in 2013. According to plaintiffs,

it was only then that any “injury” occurred and all of the required elements for a malpractice claim were present. Any action before that time, argue plaintiffs, would have been based upon damages that had not yet been incurred, were speculative at best and could not legally support a malpractice claim. In other words, their action would have been premature.

The Occurrence Rule

Pennsylvania favors strict application of the statute of limitations. Under Pennsylvania law, the occurrence rule is used to determine when the statute of limitation begins to run in a legal malpractice action. The occurrence rule provides that the statute begins to run upon the happening of the breach of duty. Importantly, the trigger for the accrual of a legal malpractice action “is not the realization of actual loss, but the occurrence of the breach of duty.” *Communications Network International, Ltd. v. Mullineaux*, 187 A.3d 951, 962 (Pa. Super. 2018). The statute of limitations begins to run when the attorney breaches his or her duty to the client.

Plaintiffs do not deny that the “occurrence rule” is what governs or cite authority to the contrary. Rather, plaintiffs attempt to re-direct the court’s focus to an argument about when the “elements” of their claim for malpractice were present. According to plaintiffs, Pennsylvania courts (*e.g. Schenkel v. Monheit*, 266 Pa. Super. 396, 405 A.2d 493, 494 (1979), *Rizzo v. Haines*, 520 Pa. 4848, 555 A.2d 58, 68 (Pa. 1989), *Kituskie v. Corbman*, 552 Pa. 275, 281, 714 A.2d 1027 (1998)) have held that the mere breach of a professional duty that causes only nominal damages, speculative harm or the threat of future harm not yet realized does not give rise to a cause of action. What then must follow, argue plaintiffs, is the recognition that until the client suffers appreciable harm as a consequence of his attorney’s negligence, the client cannot establish a cause of action for malpractice and the statute does not begin to run.

Contrary to plaintiffs’ suggestion, the cases cited and relied upon by them do not reject or disregard the occurrence rule. In fact, these cases do not address at any length the issue before this court, the commencement of the running of the statute of limitations. Instead, the cases address the proof requirements for establishing the “damages” element of such a claim. The case law cited simply reiterates that a plaintiff must have more than nominal, speculative or future damages, or in other words an actual loss, that result from an attorneys’ breach of duty to recover on a malpractice claim. The occurrence rule, however, is not in conflict with these damages concepts.

Applying the occurrence rule to the facts of this case, the court agrees with defendants that the statute of limitations on plaintiffs’ legal malpractice claim began to run when Zuke, on behalf of Appel & Yost, prepared and forwarded to Keystone its error filled POS. Plaintiffs’ expert, Hal Barrow, testified that Zuke breached his professional duty when he prepared a public offering POS statement that contained at least fourteen (14) errors. The errors, which Mr. Barrow opined resulted from

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Zuke's professional failures, occurred during the preparation of the POS and culminated in the forwarding of the document to Keystone. The breach of duty – the triggering event - occurred on or about March, 2007. Under the two (2) year limitation period for torts, plaintiffs needed to have initiated their malpractice claims no later than March, 2009. They did not and their claims are time-barred as a result.

Exception to the Occurrence Rule: The Equitable Discovery Rule

Plaintiffs argue alternatively that the limitations period in this case was tolled until August, 2013 when the Homeowners' Litigation was filed and they first became aware of the "harm" caused to them by defendants' negligence. To preserve their claims, plaintiffs invoke the recognized exception to the occurrence rule -- the equitable discovery rule.

The equitable discovery rule provides that when an injured party is unable, despite the exercise of due diligence, to know of the injury or its cause, the statute of limitations is tolled. The statute begins to run in when the injured party possesses sufficient critical facts to put him on notice that a wrong has been committed and that he needs to investigate to determine whether he is entitled to redress. It is the burden of the party seeking to invoke the discovery rule to establish one's inability to know that there has been an injury by the act of another, despite the exercise of reasonable diligence. Lack of knowledge, mistake or misunderstanding will not toll the running of the statute.

As the Superior Court reiterated in *Communications Network International, Ltd. v. Mullineaux*, 187 A.3d 951, 962 (Pa. Super. 2018),

there are very few facts which diligence cannot discover, but there must be some reason to awaken inquiry and direct diligence in the channel in which it would be successful. This is what is meant by reasonable diligence. Put another way, the question in any given case is not, what did the plaintiff know of the injury done him? But, what might he have known by the use of the means of information within his reach with the vigilance the law requires of him? Under this test, a party's actions are evaluated to determine whether he exhibited those qualities of attention, knowledge, intelligence and judgment which society requires of its members for the protection of their own interest in the interest of others. (citing *O'Kelley v. Dawson*, 62 A.3d 414, 419-21 (Pa. Super. 2013).

In other words, when did the plaintiff become aware that their attorney was responsible for their harm? Thus, the court must determine whether plaintiff had the ability, and exercised reasonable diligence, to ascertain that they had been injured and at what extent.

Plaintiffs suggest that, as non-lawyers, they could not be expected to know that defendants had prepared an actionable, non-compliant public offering statement until the commencement of the Homeowners' Litigation in 2015. The court disagrees.

The facts elicited at trial demonstrate that plaintiffs, if they had exercise reasonable diligence in reviewing the public offering statement when provided, could have discovered the errors therein - at least as it pertained to the incorrect references to public water. Plaintiffs were well aware that the homes they constructed and sold would be serviced by on-site wells and septic, not public water. This error was not one that a layperson would have difficulty identifying or one that would require the specialized skill of a lawyer to be discovered. By choosing not to review the POS for at the very least factual accuracy, plaintiffs failed to exhibit the qualities of attention, knowledge, intelligence and judgment which society requires of its members for its own protection.

Although it may be the case that plaintiff could not reasonably know of the injury or legal impact of defendants' failure to include, for example, any reference to high nitrates in the POS at the time it was presented, certainly by the time of the homeowners' meeting in December, 2011, that was no longer the case. As detailed, *infra*, the homeowners' expression of dissatisfaction with plaintiffs, and their on-site septic units, culminated in that December, 2011 meeting. Ms. Frame attended that meeting on behalf of Keystone. D-316. The comments compiled from the homeowners, as well as those offered during the meeting, reflected a great frustration and dissatisfaction with the EnviroServers' performance and the plaintiffs' misrepresentations regarding these systems. The meeting also included discussions about POS and the reference to public water therein. During the meeting, the homeowners also raised concerns about health problems (38BT123:25-38BT124:2) and the dangers of nitrates (38BT133:18-38BT134:1; 38BT137:18-20). It was at that meeting that the homeowners put the plaintiffs on notice and warned them as follows: they were not going away and were "going all the way." (39ET5:15-39ET6:3). Ms. Frame reported the substance of the meeting to both Mr. Rut and his counsel, Marc Kaplin, Esquire of Kaplin Stewart, who had contacted Ms. Frames to learn what occurred at the meeting.

The above demonstrates that in December, 2011 there was not just some, but ample reason "*to awaken inquiry*" within the plaintiffs. That being the case, plaintiffs then were required to "*direct diligence in the channel in which it would be successful.*" In other words, plaintiffs should have utilized "those qualities of attention, knowledge, intelligence and judgment which society requires of its members for the protection of their own interest and the interest of others." *Sabella* at 267, 858. Plaintiffs could have exercised reasonable inquiry and/or intelligence and communicated further with their counsel who were intimately involved with any number of the issues surrounding the septic systems and were fully capable of determining whether the errors identified in the POS and the concerns raised by the homeowners amounted to an injury that would be actionable. Instead, the

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record shows plaintiffs failed to take any action that would direct them in such a way that would lead to uncovering their injury and its cause, if truly unknown up to that point. The record demonstrates that what kept plaintiffs from “knowing” their injury was their failure, by choice, to ask the simple question: what now is our exposure/liability? Once plaintiffs asked the relevant question beginning in 2015 when they began defending the homeowner’s claims and thereafter during settlement negotiations, they readily found the answer – which in their view was strict liability.

Even if the plaintiffs’ claims could be considered timely, the evidence presented at trial did not support plaintiffs’ claims for legal malpractice.

Element One: Basis for Duty

A plaintiff in a legal malpractice action must establish that the lawyer was employed by the plaintiff at the time the alleged malpractice occurred or some other basis for a duty of care to arise. *Bailey v. Tucker*, 533 Pa. 237, 621 A.2d 108, 112 (1993). Willow Creek did not establish the existence of an attorney-client relationship with defendants for the engagement which gave rise to this action – the preparation of the POS.

Plaintiffs contend that “both” Keystone and Willow Creek retained defendants to prepare the POS. They did present evidence that Willow Creek had been a long term client of defendant Appel & Yost, having retained the firm as its counsel for various matters beginning in 2004. The evidence was not persuasive that such was the case with *this engagement*:

- Mr. Rutt could not offer any credible evidence related to the engagement of counsel for this project.
- Mr. Zuke testified credibly that he did not know Willow Creek existed.
- Keystone provided the defendants with the information about the proposed development, the DEP Permit, the location of the property, and the HOA documents necessary to prepare the POS. 1T33:8-13.
- Defendants’ bills were addressed to Keystone, not to Willow Creek with a reference to a particular billable project or matter, e.g. Keystone or Wyndham Creek.
- The final legal product was provided to Keystone for review and use, not Willow Creek.

The record also does not support Willow Creek’s alternative argument that it was an intended-third-party beneficiary of the Keystone/Appel & Yost attorney-client relationship. As the court in *Kirschner v. K&L Gates LLP*, 46 A.3d 737 (Pa. Super. 2012) explained,

In *Guy*, our Supreme Court established a ‘narrow class of third-party

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beneficiaries.’ This narrow exception established a “restricted cause of action” for third-party beneficiaries by adopting Section 302 of the Restatement (Second) of Contracts (1979). Section 302 involves a two-part test to determine whether one is a third-party beneficiary to a contract, which requires that (1) the recognition of the beneficiary’s right must be appropriate to effectuate the intention of the parties, and (2) the performance must satisfy an obligation of the promisee to pay money to the beneficiary or the circumstances indicate that the promisee intends to give the beneficiary the benefit of the promised performance. Thus, even when the contract does not expressly state that the third-party is intended to be a beneficiary, the party may still be a third-party beneficiary under the foregoing test. ‘But *Guy* did not alter the requirement that in order for one to achieve third-party beneficiary status, that party must show that both parties to the contract so intended, and that such intent was within the parties’ contemplation at the time the contract was formed.’

Id. at 762 (citations omitted).

Willow Creek did not demonstrate by a preponderance of the evidence that both parties in the attorney-client relationship intended the defendants’ engagement for the preparation of a public offering statement was intended to benefit each of the named plaintiffs. Zuke’s examination and testimony did not confirm as much, nor did the testimony of those witnesses offered by plaintiffs. In truth, the court was offered very little in terms of specifics regarding this engagement and the formation of the parties’ relationship in 2007.

Element Two: Breach of Duty

An attorney will be deemed to be negligent if the attorney “fails to possess and exercise that degree of knowledge, skill and care which would normally be exercised by members of the profession under the same or similar circumstances.” *Fiorentino v. Rappaport*, 693 A.2d 208, 212 (Pa. Super. Ct. 1997). Keystone did establish that defendants’ breached their duty to it.

At trial, Keystone’s liability expert, Mr. Barrow, opined that defendants had failed to exercise the diligence and care required of those engaged to prepare a public offering statement. Defendants concede and acknowledge that there were multiple factual errors, not just one, found in the POS. Many of these errors resulted from Zuke’s decision to utilize a “form,” a prior public offering statement, drafted by the firm that was not applicable to the facts and circumstances involved in Keystone’s proposed development. Simply put, Zuke’s decision to “cut and paste” the POS into final form was not an exercise of due care. As a result, the POS was a factually inaccurate and not legally compliant document as promised.

As for plaintiff’s assertion that defendants’ omission, or failure to include

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information related to high nitrate levels in the development's drinking water, was also a breach of the duty of care, the court was not so persuaded. More than one witness acknowledged that the existence or non-existence of high nitrate levels in the various wells could not be confirmed until the on-site wells were drilled. Such an event occurred after defendants' preparation of the POS. Furthermore, the testimony of Mr. Barrow on this issue was not convincing. He acknowledged that he had never prepared a public offering statement (i) for communities in Chester County, (ii) for communities with high nitrates or (ii) that disclosed high nitrate levels as a hazardous condition. 17T29:25-17T30:15, 17T31:21-17T32:2. Moreover, Mr. Barrow was unable to affirmatively state that such a disclosure was necessary.

Furthermore, the evidence did not prove that Zuke had been advised of any issues regarding nitrates in groundwater or had documentary evidence of such issues available to him for consideration. Mr. Barrow could not affirmatively state this information had been provided to Zuke and was simply ignored or carelessly omitted. After days of testimony and documentary evidence, it became clear to the court that the DEP permit, upon which plaintiff's rely so heavily as evidence of Zuke's failure to disclose, did not deal with nitrates in drinking water *per se*, but the need for denitrification of the sewage effluent at the development, a not uncommon requirement with on-site septic. Plaintiff's evidence did not establish the need for a nitrate "groundwater" disclosure or what the standard disclosure, if any, would have been.

Element Three: Proximate Cause

In order to establish its right to recovery, Keystone also needed to prove that defendants' lack of care proximately caused an actual loss. Keystone alleges that the losses it incurred as a result of defendants' negligence are (i) the amounts paid in attorneys' fees incurred in defense of the Homeowners' Litigation and (ii) the underlying settlement amount with homeowners. Keystone, however, failed to demonstrate to the court's satisfaction that defendants' errors and lack of care were the proximate cause of these asserted damages.

Plaintiff failed to demonstrate at trial by a preponderance of the evidence that the errors identified in the POS proximately caused its damages. As is clear from the sheer number of factual findings by the court set forth *infra*, there were numerous events and issues over the course of years which led to, and culminated in, the filing of the Homeowners' Litigation. It was not a single, straight causal line from the erroneous POS to the federal lawsuit, as plaintiff suggests. The evidence demonstrated that at the center of the homeowners' federal claims was their dissatisfaction with the EnviroServers' wholesale failure as a treatment system: their non-performance, repair history and non-compliance. The discussion of public water in the Homeowners' Litigation stemmed primarily from those issues and history – not the POS. The homeowners were well aware at the time they purchased their homes that they were not going to be serviced by public water. That fact was obvious.

For example, in the amended complaint (P-9), the homeowners complained that

plaintiff informed homeowners that the reverse osmosis faucet was a free “up-grade” while not disclosing its true function; that their septic systems were “state of the art”, “green” and “no-maintenance” while not informing plaintiffs that the systems were experimental and, in fact, appeared to be failing; failed to disclose that the properties were being served by experimental sewage facilities that did not and could not properly function. P-9 at ¶¶ 138-39; ¶ 147. Although the homeowners’ claims for violations of the UPCA in count IV of the amended complaint (P-9) did relate, in part, to the content of the public offering statement, such claims were not based upon the erroneous indication of public water in the public offering statement. Rather, the homeowners alleged that the public offering statement should have disclosed “elevated nitrate levels” and did not complain about the erroneous reference to public water. P-9 at ¶¶ 159-60. In sum, the evidence was ample and convincing that what motivated the filing of the Homeowners’ Litigation and the ultimate settlement thereof were the actions and inactions of plaintiff with regard to the EnviroServers, not the issuance of the error-filled POS.

In plaintiff’s mind, and as presented to the court, it was an all or nothing proposition when it came to the federal claims - if there had been no POS, there would have been no Homeowners’ Litigation or settlement. However, the evidence over the course of forty-two days showed that this was anything but a simple “but-for” analysis. Even if the POS played some role in causing the Homeowners’ Litigation, or the settlement thereof, there can be no doubt that it was not the only cause. What portion of plaintiff’s damages, *i.e.* settlement funds and attorneys’ fees, should then be attributable to that causal piece is simply undeterminable. Plaintiffs offered the court no evidence or guidance. In order to award any damages, the court would have to engage in an exercise of pure speculation as to what amount plaintiff would be entitled to recover.

In sum, the court was not convinced that had the POS been prepared properly the ensuing federal lawsuit would not have occurred. Plaintiffs did not carry their burden of proof on the issue of causation and damages.

Count II: Indemnification

As the Pennsylvania Supreme Court explained in *Builder’s Supply Co. v. McCabe*, 366 Pa. 322, 77 A.2d 368, 370 (Pa. 1951), under Pennsylvania law,

the right of *indemnity* rests upon a difference between the primary and the secondary liability of two persons each of whom is made responsible by the law to an injured party. It is a right which enures to a person who, without active fault on his own part, has been compelled, by reason of some legal obligation, to pay damages occasioned by the initial negligence of another, and for which he himself is only secondarily liable. . . It depends on . . . the nature of the legal obligation owed by each of the wrongdoers

to the injured person. Secondary liability exists, for example, where there is a relation of employer and employee, or principal and agent

...

The court has determined that plaintiff's liability was not the result of defendant's misconduct. Thus, Keystone's common law claim for indemnification fails.

CONCLUSIONS OF LAW

1. The applicable statute of limitations for a legal malpractice claim based upon negligence is two (2) years.
 2. Under the occurrence rule, defendants' breach of duty occurred in 2007 when they prepared a legally noncompliant POS.
 3. Plaintiffs initiated their claims on August 26, 2015.
 4. Plaintiffs' claims are time barred.
 5. The equitable discovery rule is not an exception applicable to the fact of this case and available to revive plaintiffs' claims.
 6. Plaintiffs had the ability to exercise reasonable diligence to ascertain whether they had been injured by defendants' breach of duty and at what cost, but failed to do so.
 7. By December, 2011, plaintiffs had the ability, if they had exercised reasonable diligence, to ascertain the fact of a cause of action against defendants.
 8. Even if plaintiffs' claims were not time barred, plaintiffs have not demonstrated that they are entitled to relief on their claims for legal malpractice.
 9. Willow Creek failed to demonstrate the existence of a basis for duty on the part of defendants.
 10. The attorney-client relationship from which the duty of care flowed was between Keystone and defendants, not Willow Creek.
 11. Willow Creek was not an intended third-party beneficiary of Keystone's attorney-client relationship with defendants.
 12. Defendants did fail to exercise reasonable care in some regards in the preparation of the POS for Keystone.
 13. Keystone failed to demonstrate that the errors which resulted from defendants' lack of care were the proximate cause of the damages asserted by Keystone.
 14. Having failed to demonstrate any liability on the part of defendants on the legal malpractice claim, Keystone's claims for indemnification likewise fail.
- For all of the foregoing reasons, the court enters the accompanying Order.

BY THE COURT:

DATE: December 18, 2020

/s/ Mark L. Tunnell, J.

Keystone Custom Homes, Inc., et al. v. Appel & Yost, LLP, et al.
Hostetter v. Appel & Yost, LLP, et al.

105 (2021)]

KEYSTONE CUSTOM HOMES, INC.	:	
and	:	COURT OF COMMON PLEAS
WILLOW CREEK, LLC,	:	CHESTER COUNTY, PA
Plaintiffs,	:	
	:	NO. 2015-07661-PL
	:	
v.	:	
	:	
BRADLEY A. ZUKE, ESQUIRE	:	
and	:	
APPEL & YOST, LLP,	:	
Defendants.	:	

WILMER AND JOYCE HOSTETTER, h/w,	:	
Plaintiffs,	:	COURT OF COMMON PLEAS
	:	CHESTER COUNTY, PA
	:	
v.	:	NO. 2015-07708-PL
	:	
BRADLEY A. ZUKE, ESQUIRE	:	
and	:	
APPEL & YOST, LLP,	:	
Defendants.	:	

ORDER

AND NOW, this 18th day of December, 2020, after trial by the court sitting without a jury, the court finds in favor of defendants Bradley A. Zuke, Esquire and Appel & Yost, LLP, and against plaintiffs Keystone Custom Homes, Inc. and Willow Creek, LLC on all remaining counts (Count I and Count V) in no amount.

BY THE COURT:

/s/ Mark L. Tunnell, J.

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CLERK OF THE ORPHANS' COURT
DIVISION OF THE COURT OF COMMON PLEAS
CHESTER COUNTY, PENNSYLVANIA
NOTICE OF FILING ACCOUNTS
ACCOUNTS LISTED FOR AUDIT ON
WEDNESDAY, APRIL 7, 2021
Courtroom 18 at 9:00 A.M. PREVAILING TIME

THE HONORABLE KATHERINE B. L. PLATT

Notice is hereby given to all parties interested, that accounts in the following matters have been filed in the Office of the Clerk of the Orphans' Court Division of the Court of Common Pleas of Chester County, Pennsylvania for AUDIT, CONFIRMATION AND DISTRIBUTION at the above date, time and place. At that time and place interested parties, claimants and objectors to the same will be heard.

ESTATE OF JAMES R. RIDENOUR, DECEASED **1511-0470**
FIRST AND FINAL ACCOUNT
OF: SHARON L. ROSENBERGER, TRUSTEE
ATTORNEY(S):
JONATHAN MOORE PETERSON, ESQUIRE
JEAN WHITE E. JONES, ESQUIRE

IN RE: FLORENCE M. COZZONE, POWER OF ATTORNEY **1520-1417**
ACCOUNT OF ANTHONY COZZONE
OF: ANTHONY COZZONE, ATTORNEY -IN- FACT
ATTORNEY(S):
JOHN B. WHALEN JR, ESQUIRE

IN RE: FLORENCE M. COZZONE, POWER OF ATTORNEY **1520-1416**
ACCOUNT OF FLORENCE ELLINGSEN
OF: FLORENCE ELLINGSEN, ATTORNEY -IN- FACT
ATTORNEY(S):
JOHN B. WHALEN JR, ESQUIRE

ESTATE OF PAUL M. LIGHT, DECEASED **1518-2440**
FIRST AND FINAL ACCOUNT
OF: RUSSELL J. RESSLER, TRUSTEE
FREDRIC H. LIGHT, TRUSTEE
BARBARA L. CASEY, TRUSTEE
ATTORNEY(S):
AMANDA M. KITA, ESQUIRE

ESTATE OF RAYMOND J. WILSON, DECEASED

1517-1323

FIRST AND FINAL ACCOUNT

OF: REGINA RECCHI, EXECUTOR

ATTORNEY(S):

THOMAS F. LAWRIE JR, ESQUIRE

NOTICES

Please note: All legal notices must be submitted in typewritten form and are published exactly as submitted by the advertiser unless otherwise specified. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes in content. The use of the word "solicitor" in the advertisements is taken verbatim from the advertiser's copy and the Law Reporter makes no representation or warranty as to whether the individual or organization listed as solicitor is an attorney or otherwise licensed to practice law. The Law Reporter makes no endorsement of any advertiser in this publication nor is any guarantee given to quality of services offered.

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

ANTHONY, JR., Joseph E., late of East Brandywine Township. Miriam C. Anthony, 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.

CAMPANARO, Steven P., late of East Fallowfield Township. Robert A. Campanaro, 1115 S. Caln Road, Coatesville, PA 19320 & Nicholas G. Campanaro, 27 Wynnwood Drive, Collegeville, PA 19426, Co-Administrators. DIANE M. ZABOWSKI, Esquire, Zabowski Law, LLC, 100 Springhouse Drive, Suite 205E, Collegeville, PA 19426, atty.

COLLINS, Linda Fey, a/k/a Linda F. Collins, late of Willistown Township. Gerald M. Collins, care of MARC H. JAFFE, Esquire, 789 E. Lancaster Ave., Ste. 220, Villanova, PA 19085, Executor. MARC H. JAFFE, Esquire, Fromhold Jaffe & Adams, 789 E. Lancaster Ave., Ste. 220, Villanova, PA 19085, atty.

DAVIS, Gail Frances, late of Warwick Township. Denise Alissa Dryburgh, care of ASHLEY GLICK, Esquire, 131 W. Main Street, New Holland, PA 17557, Administrator. ASHLEY GLICK, Esquire, Kling & Deibler, LLP, 131 W. Main Street, New Hol-

land, PA 17557, atty.

DEMCHAK, Lois E., late of Caln Township. Karen Ficca and James Demchak, care of BARRY S. RABIN, Esquire, 797 E. Lancaster Avenue, Suite 13, Downingtown, PA 19335, Personal Representatives. BARRY S. RABIN, Esquire, The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue, Suite 13, Downingtown, PA 19335, atty.

DePEDRO, Nicholas M., late of Caln Township. Brant DePedro, 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.

DOTY, Howard W., a/k/a Howard William Doty, late of Downingtown Borough. Deanna K. Schroder, 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.

FRANGOPOULOS, Zissimos, late of Kennett Township. Jennifer R. Meadows, care of STEPHEN J. OLSEN, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Executor. STEPHEN J. OLSEN, Esquire, Gawthrop Greenwood, PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

FREIMUTH, Paul Henry, late of Honey Brook Township. Linda Stevens, 403 Sunset Dr., Downingtown, PA 19335 & Sheila Wetzel, 4 Bittersweet Dr., Cochranville, PA 19330, Executrices. JENNIFER FELD, Esquire, Colliton Elder Law Associates, PC, 790 E. Market St., Ste. 250, West Chester, PA 19382, atty.

FUSELLI, Francis J, a/k/a Frank J. Fuselli., late of East Fallowfield Township. Joseph R. Fuselli, care of GUY F. MATTHEWS, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Administrator. GUY F. MATTHEWS, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, Media, PA 19063, atty.

HALLADAY, SR., David, late of Upper Oxford Township. Suzanne M. Halladay, care of JAMES N. CLYMER, Esquire, 408 West Chestnut Street, Lancaster, PA 17603, Executor. JAMES N. CLYMER, Esquire, 408 West Chestnut Street, Lancaster, PA 17603, atty.

HARPER, Albert B., late of West Caln Township. Jennifer E. Harper, care of KEVIN T. VITELLI, Esquire, 813 S. New Street, West Chester, PA 19382, Executrix. KEVIN T. VITELLI, Esquire, 813 S. New

Street, West Chester, PA 19382, atty.

HIX, Alma I., late of Penn Township. First National Bank, 3033 Iris Avenue, Boulder, CO 80301, Executor. HEATHER C. STUMPF, Esquire, Leech Tishman, 525 William Penn Place, 28th Floor, Pittsburgh, PA 15219, atty.

JOHNS, Robert Henry, a/k/a Bob Johns, late of Phoenixville. Karalene Conner, 100 Russell Rd., Phoenixville, PA 19460, Executrix. CHARLES A. RICK, Esquire, Rick Stock Law, 933 N. Charlotte St., Suite 3B, Pottstown, PA 19464, atty.

JONES, Caroline E., a/k/a Caroline E. Smith, late of West Goshen Township. John Mattia, 852 Orchard Avenue, West Chester, PA 19382, Executor. JANICE E. FALINI, Esquire, Falini Law Office LLC, 109 E. Evans St., Ste. A, West Chester, PA 19380, atty.

KISTLER, Martha G., late of East Pikeland Township. Kenneth P. Kistler, care of DENISE M. ANTONELLI, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Administrator. DENISE M. ANTONELLI, Esquire, Gawthrop Greenwood, PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

LAMMEY, SR., Donald H., late of West Chester. Jenifer Michelle Lamme, 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.

LEVENITE, Robert Walter, late of Valley Township. Andrea M. Levenite, 106 Beacon Street, Coatesville, PA 19320, Administrator.

MITCHELL, Sarah R., late of West Grove Borough. Thomas J. Mitchell, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

MUHAMMAD, Rodney P., late of Caln Township. William G. Graham, 95 Foundry Street, Coatesville, PA 19320, Executor. ALAN J. JARVIS, Esquire, 101 Birch Drive, Downingtown, PA 19335, atty.

POWELL, Mary T., late of Caln Township. Donald Powell, 1100 West Chester Pike, Apt. D37, West Chester, PA 19382, Executor.

PRATT, June K., late of New Garden Township. Darlene P. Pratola, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executrix. L. PETER TEMPLE, Esquire, Larmore Scar-

lett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

RAMBO, Margaret J., a/k/a Margaret Jane Rambo and Margaret Rambo, late of Honey Brook Township. Robin M. Rambo, 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.

RIVERA, Luz M., late of West Chester. Alex Rivera, 377 Hartford Square, West Chester, PA 19380, Executor. CHARLES W. PROCTOR, III, Esquire, PLA Associates PC, 1450 E. Boot Road, Building 400D, West Chester, PA 19380, atty.

ROMETSCH, Roberta Stark, late of West Pikeland Township. Karen Sheehan, care of DANA M. BRESLIN, Esquire, 3305 Edgmtown Ave., Brookhaven, PA 19015, Executor. DANA M. BRESLIN, Esquire, Pappano and Breslin, 3305 Edgmtown Ave., Brookhaven, PA 19015, atty.

SCHELL, John W., late of Honeybrook Township. Michael H. Schell, care of JAMES R. CLARK, Esquire, 277 Millwood Road, Lancaster, PA 17603, Executor. JAMES R. CLARK, Esquire, 277 Millwood Road, Lancaster, PA 17603, atty.

STOREY, Evalyn M., late of Easttown Township. Susan Tegethoff, 7 Morgan Drive, Carlisle, PA 17015 & James F. Storey, 203 Hedgemere Drive, Devon, PA 19333, Executors. PAUL J. RUBINO, Esquire, Rubino Law, LLC, 123 East Gay Street, West Chester, PA 19380, atty.

TACCHINO, Arthur B., late of East Goshen Township. Katherine L. Tacchino, care of DENNIS C. REARDON, Esquire, 985 Old Eagle School Rd., Ste. 516, Wayne, PA 19087, Executrix. DENNIS C. REARDON, Esquire, Reardon & Associates, LLC, 985 Old Eagle School Rd., Ste. 516, Wayne, PA 19087, atty.

TOTH, Paula Mae, late of Phoenixville. Noranne Kocher, 1221 S. Rapps Dam Road, Phoenixville, PA 19460, Administratrix.

WALP, Amy S., a/k/a Amy Sue Walp, late of West Whiteland Township. Paula June Walp, care of JAMES S. TUPITZA, Esquire, 212 W. Gay St., West Chester, PA 19380, Executrix. JAMES S. TUPITZA, Esquire, Tupitza & Associates P.C., 212 W. Gay St., West Chester, PA 19380, atty.

WILSON, Carolyn Hornor, late of Chester Springs. Wendy Kinnard, 4120 Shallow Brook Lane, Olney, MD 20832 & Traci Wilson, 17 Prospect Hill

Bldv., Chester Springs, PA 19425, Executrices. PHILLIP A. SIMON, Esquire, Simon Law LLC, 391 Wilmington Pike, Suite 3, #424, Glen Mills, PA 19342, atty.

YAMAOKA, Joseph Han, a/k/a Joseph Yamaoka, late of East Goshen Township. Michael Brennan, care of DUKE SCHNEIDER, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. DUKE SCHNEIDER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

ZEVTCHEIN, Ethel D., a/k/a Ethel Delores Zevtchin, late of Sadsbury Township. David M. Zevtchin, 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.

2nd Publication

BUCHANAN, Ann K., late of Franklin Township. Linda A. Ellingsworth, 200 Blair Rd., Lincoln University, PA 19352, Executrix.

CALLAHAN, Martha C., late of Downingtown Borough. Peter F.X. Callahan, care of MICHAEL C. McBRATNIE, Esquire, P.O. Box 673, Exton, PA 19341, Executor. MICHAEL C. McBRATNIE, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341, atty.

CWIETNIEWICZ, Wincenty, late of New London Township. Vincent J. Cwietniewicz, care of KRISTEN R. MATTHEWS, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. KRISTEN R. MATTHEWS, Esquire, MacElree Harvey, LTD, 17 W. Miner St., West Chester, PA 19382, atty.

GRZYWACZ, Mary L., a/k/a Mary Grzywacz, late of East Coventry Township. Frances Jean McGowan, 140 Church Rd., Oreland, PA 19075, Executrix. JOHN A. KOURY, JR., Esquire, O'Donnell, Weiss & Mattei, P.C., 41 E. High St., Pottstown, PA 19464, atty.

HANLON, Harriet H., late of Tredyffrin Township. Thomas A. Hanlon, care of JAMES M. PIERCE, Esquire, 125 Strafford Ave., Ste. 110, P.O. Box 312, Wayne, PA 19087, Executor. JAMES M. PIERCE, Esquire, Pierce, Caniglia & Taylor, 125 Strafford Ave., Ste. 110, P.O. Box 312, Wayne, PA 19087, atty.

HUBER, Mary H., late of West Pikeland Township. Mark A. Huber, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

JOHNSON, Marian A., late of London Grove Township. Nancy L. Graham, 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.

LISS, Gilbert A., a/k/a Gilbert Liss, late of Schuylkill Township. Lawrence B. Liss, care of ROMAN J. KOROPEY, Esquire, 237 S. Bryn Mawr Avenue, Suite 100, Bryn Mawr, PA 19010, Executor. ROMAN J. KOROPEY, Esquire, Main Line Law Associates, 237 S. Bryn Mawr Avenue, Suite 100, Bryn Mawr, PA 19010, atty.

LONGMAID, Dale E., late of East Bradford Township. Karen McKelvie, care of KRISTEN R. MATTHEWS, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrix. KRISTEN R. MATTHEWS, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

MARTIN, George Edwin, a/k/a Ed, late of Exton. Cindy Gwynn, 224 Bayberry Drive, Chester Springs, PA 19425, Executor. SEAMUS LAVIN, Esquire, Wetzel, Gagliardi, Fetter, Lavin, LLC, 122 S Church Street, West Chester, PA 19382, atty.

McCRUM, Donna Faye, late of Caln Township. George Burrell Smith III, care of GARY E. THOMPSON, Esquire, 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, Executor. GARY E. THOMPSON, Esquire, Carosella & Associates, P.C., 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, atty.

McMASTER, Mary E., late of Elverson Borough. Elaine J. McMaster, care of LINDA KLING, Esquire, 131 W. Main Street, New Holland, PA 17557, Executor. LINDA KLING, Esquire, Kling & Deibler, LLP, 131 W. Main Street, New Holland, PA 17557, atty.

MUSSER, Warren Vandyke, late of Easttown Township. Hilary Musser, care of JOSEPH N. FRABRIZZIO, Esquire, 2200 Renaissance Blvd., Ste. 270, King of Prussia, PA 19406, Executrix. JOSEPH N. FRABRIZZIO, Esquire, Frabizzio Law LLC, 2200 Renaissance Blvd., Ste. 270, King of Prussia, PA 19406, atty.

PEASE, JR., George E., late of West Chester. Gregory D. Pease, care of DOUGLAS W. OLSHIN, Esquire, 442 North High Street, West Chester, PA 19380, Executor. DOUGLAS W. OLSHIN, Esquire, 442 North High Street, West Chester, PA 19380, atty.

PRITCHARD, Blanche R., late of Kennett Square Borough. Monty Sjarif Wiradilaga, Jr. and Francis

Paul Wiradilaga, care of DONALD B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Co-Executors. DONALD B. LYNN, JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

RAGON, Edith L., a/k/a Lorine Ragon, late of Kennett Square. Cheryl Graney, care of RYAN G. BORCHIK, Esquire, 610 Millers Hill, P.O. Box 96, Kennett Square, PA 19348, Executor. RYAN G. BORCHIK, Esquire, Perna & Abracht, LLC, 610 Millers Hill, P.O. Box 96, Kennett Square, PA 19348, atty.

RODERICK, Gertrude Tate, late of West Chester Borough. Luke Tate Roderick, care of MICHAEL LaROSA, Esquire, 959 West Chester Pike, Havertown, PA 19083, Executor. MICHAEL LaROSA, Esquire, LaRosa Law Firm, 959 West Chester Pike, Havertown, PA 19083, atty.

SHELENGIAN, Rose, late of East Goshen Township. Richard Shelengian and Frances Armine Arthin, care of STEPHEN CARROLL, Esquire, PO Box 1440, Media, PA 19063, Co-Executors. STEPHEN CARROLL, Esquire, Carroll & Karagelian LLP, PO Box 1440, Media, PA 19063, atty.

STEEGE, Christine A. Oates, late of West Chester. Thomas A. Oates, Jr., care of DOUGLAS W. OLSHIN, Esquire, 442 North High Street, West Chester, PA 19380, Executor. DOUGLAS W. OLSHIN, Esquire, 442 North High Street, West Chester, PA 19380, atty.

STEIN, Ina Fromm, a/k/a Ina Stein, late of East-town Township. Eugene L. Fromm, 1039 Millbrook Rd., Berwyn, PA 19312, Executor. MELANIE S. HOFF, Esquire, Rothkoff Law Group, 425 Route 70 West, Cherry Hill, NJ 08002, atty.

WARNER, Shirley Kehrler, late of Uwchlan Township. Jean Warner Gallagher, care of W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, Executor. W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, atty.

WILSON, John J., late of Phoenixville Borough. Donna Meyer, 381 Maiden Lane, King of Prussia, PA 19406, Executor. GREGORY P. DiPIPPA, Esquire, Bello, Reilley, McGrory & DiPippo, P.C., 144 E. DeKalb Pike, Suite 300, King of Prussia, PA 19406, atty.

WILSON, Penelope P., a/k/a Penelope Perkins Wilson, late of Malvern Borough. Victoria Wilson-Charles D. Bryce O'Brien and William C. Bullitt, care of SUSAN G. COLLINGS, Esquire, One

Logan Square, Ste. 2000, Philadelphia, PA 19103-6996, Executors. SUSAN G. COLLINGS, Esquire, Faegre Drinker Biddle & Reath LLP, One Logan Square, Ste. 2000, Philadelphia, PA 19103-6996, atty.

3rd Publication

ALEXANDER, Craig, late of East Coventry Township. Jonnie Alexander, care of ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, Executrix. ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, atty.

BERRY, Daniel S., late of Coatesville City. Patricia A. Kleinz, care of JAMES R. ABBOTT, Esquire, 103 Chesley Dr., Media, PA 19063, Administratrix. JAMES R. ABBOTT, Esquire, Abbott & Overholt PC, 103 Chesley Dr., Media, PA 19063, atty.

BOOTH, Lisa, a/k/a Lisa Gail Booth, late of Newlin Township. Laura Booth, care of NATHAN EGNER, Esquire, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, Administratrix. C.T.A. NATHAN EGNER, Esquire, Law Offices of Davidson & Egner, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, atty.

BROWN, Florence, a/k/a Florence Graham Brown, late of Lower Oxford Township. Joel Brown and Gerald Brown, care of WINIFRED MORAN SEBASTIAN, Esquire, P.O. Box 381, 208 East Locust Street, Oxford, PA 19363, Executor. WINIFRED MORAN SEBASTIAN, Esquire, P.O. Box 381, 208 East Locust Street, Oxford, PA 19363, atty.

CLOETINGH, Thomas K., a/k/a Thomas Keppel Cloetingh, late of Charlestown Township. Joan E. Cloetingh, care of AMY S. UFBERG, Esquire, Cira Centre, 2929 Arch St., Philadelphia, PA 19104-2808, Executrix. AMY S. UFBERG, Esquire, Dechert LLP, Cira Centre, 2929 Arch St., Philadelphia, PA 19104-2808, atty.

DENGLER, Carol E., late of Pennsbury Township. Carol D. Gander, 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.

DuPLESSIS, Holly P., Holly DuPlessis, late of Chester Springs. Michele DuPlessis, 1130 Braefield Rd., Chester Springs, PA 19425, Executrix.

EARLY, JR., James Arthur, a/k/a James A. Early, late of East Goshen Township. Karen Jean Christy and James C. Early, care of KRISTEN R. MATTHEWS, Esquire, 17 W. Miner St., West Chester, PA

19382, Executors. KRISTEN R. MATTHEWS, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

FIORINI, Jennifer, a/k/a Jennifer Emmi Fiorini, late of Tredyffrin Township. Michael J. Emmi, care of NEAL G. WILEY, Esquire, 1608 Walnut St., Ste. 900, Philadelphia, PA 19103, Executor. NEAL G. WILEY, Esquire, Alexander & Pelli, LLC, 1608 Walnut St., Ste. 900, Philadelphia, PA 19103, atty.

FULTON, Lucille H., late of Oxford. Richard D. Terry, Susan Fulton Glass, and Sandra Fulton Day, care of SAMUEL McMICHAEL, Esquire, P.O. Box 296, Oxford, PA 19363, Co-Executor/Executrices. SAMUEL McMICHAEL, Esquire, McMichael, Heiney & Sebastien, LLC, P.O. Box 296, Oxford, PA 19363, atty.

HANKS, Loretta Watts, late of Uwchlan. Kimberly Hanks Kramer, 381 Foxdale Rd, Media, PA 19380, Executor.

HARPER, Janet M., late of East Goshen Township. Mitchell P. Harper, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executor. EDWARD M. FOLEY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

HARTMAN, Dorothy E., late of Kennett Square Borough. Robert H. Hartman, care of CATHERINE SUE CLARK, Esquire, 11319 Shannondell Dr., Norristown, PA 19403, Executor. CATHERINE SUE CLARK, Esquire, 11319 Shannondell Dr., Norristown, PA 19403, atty.

HOPP, Catherine Ahmie, late of Uwchlan Township. Philip C. Hopp, care of PETER E. BORT, Esquire, 101 Lindenwood Drive, Suite 225-G, Malvern, PA 19355, Executor. PETER E. BORT, Esquire, Bort Law, 101 Lindenwood Drive, Suite 225-G, Malvern, PA 19355, atty.

KIEFER, Robert J., late of East Goshen Township. Christian J. Kiefer, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Administrator. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

KOONS, Gail Mullarkey, a/k/a Gail Koons and Gail M. Koons, late of Penn Township. John P. Koons, care of NATHAN EGNER, Esquire, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, Executor. NATHAN EGNER, Esquire, Law Offices of Davidson & Egner, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, atty.

KREUZBERGER, Eugene F., late of Penn Township. Alicia A. Pepper & Thomas E. Kreuzberger, care of LISA COMBER HALL, Esquire, 27 S. Darlington St., West Chester, PA 19382, Executors. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S. Darlington St., West Chester, PA 19382, atty.

LINCOLN, Jeanne K., late of East Coventry Township. Denny Lincoln, 1885 Newland Court, Lakewood, CO 80214, Executor. DAVID G. GARNER, Esquire, Law Office of David G. Garner, 635 E. High Street, Suite 2, Pottstown, PA 19464, atty.

MAKOUS, Norman, late of West Brandywine Township. Bruce Makous, care of PHILIP G. CURTIN, Esquire, 1231 Lancaster Ave., Berwyn, PA 19312-1244, Executor. PHILIP G. CURTIN, Esquire, Philips, Curtin & DiGiacomo, 1231 Lancaster Ave., Berwyn, PA 19312-1244, atty.

PATTON, Vivian C., Vivian Patton, late of Chester Springs. Gregory DuPlessis, CPA, 1130 Braefield Rd, Chester Springs, PA 19425, Executor.

REID, Jennie Irene, a/k/a Jennie Bennett Reid, Jennie B. Reid, late of East Fallowfield Township. Mary R. Wilkinson, 382 Chatham Rd., West Grove, PA 19390 & Ruth E. Hammond, 112 Huntington Circle, Coatesville, PA 19320, Executors. WILLIAM T. KEEN, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

REISH, Elizabeth M., late of South Coventry Twp. Ralph J. Reish, Jr., 700 Bridle Path Lane, Boyertown, PA 19512, Executor. KENNETH E. PICARDI, Esquire, Yergey.Daylor.Allebach.Scheffey.Picardi, 1129 E. High St., P. O. Box 776, Pottstown, PA 19464, atty.

SAMMARITANO, Genevieve O., a/k/a Genevieve J. Sammaritano, Genevieve Sammaritano, late of Upper Providence Township. Richard M. Sammaritano, 704 Thornberry Dr., Harleysville, PA 19438, Executor. JEFFREY K. LANDIS, Esquire, Landis, Hunsberger, Gingrich & Weik, LLP, 114 East Broad Street, P.O. Box 64769, Souderton, PA 18964, atty.

SCHEIDT, John T., late of East Goshen. Carol Scheidt, care of RICK MORTON, Esquire, 220 W. Gay St., West Chester, PA 19380, Executrix. RICK MORTON, Esquire, Ryan Morton & Imms, 220 W. Gay St., West Chester, PA 19380, atty.

STEPHENSON, William, late of Phoenixville. Gregory Stephenson, 613 Mockingbird Lane, Audubon, PA 19403, Executor. DIANE M. ZABOWSKI, Esquire, Zabowski Law, LLC, 100 Springhouse Drive, Suite 205E, Collegeville, PA 19426, atty.

STEPHENSON, Jean Marie, late of Phoenixville. Gregory Stephenson, 613 Mockingbird Lane, Audubon, PA 19403, Executor. **DIANE M. ZABOWSKI**, Esquire, Zabowski Law, LLC, 100 Springhouse Drive, Suite 205E, Colledgeville, PA 19426, atty.

STRODE, William H., late of West Whiteland Township. Anthony Morris, Esquire, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, Executor. **ANTHONY MORRIS**, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, atty.

THOMAS, Ricky, a/k/a Richard K. Thomas, late of West Whiteland Township. Anne Mitchell, care of **ROBERT C. EWING**, Esquire, 116 W. Baltimore Ave., P.O. Box 728, Media, PA 19063, Executor. **ROBERT C. EWING**, Esquire, 116 W. Baltimore Ave., P.O. Box 728, Media, PA 19063, atty.

TOOLES, Linda Nye, late of Valley Township. Arthur H. Tooles, Jr., 10 Dahlia Rd., Somerset, NJ, 08873 & Dwayne N. Tooles, 328 Dague Farm Dr., Coatesville, PA 19320, Executors. **GORDON W. GOOD**, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, 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

Notice is hereby given, pursuant to the provisions of Act of Assembly, No. 295, effective March 16, 1983, of the filing in the office of the Department of State, of the Commonwealth of Pennsylvania, at Harrisburg, PA on 2/19/21, for an Application for the conduct of business in Chester County, Pennsylvania, under the assumed or fictitious name, style or designation of **WARREN ENERGY ENGINEERING, LLC**, with a principal place of business at 10 Exchange Pl., Ste. 200, West Grove, PA 19390. The name and address of the entity interested in said business is **Warren Energy, LLC**, 10 Exchange Pl., Ste. 200, West Grove, PA 19390. **ROY YAFFE**, Solicitor, **GOULD YAFFE and GOLDEN**, One

Commerce Square, 2005 Market St., 16th Fl., Phila., PA 19103-7042

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 **More Than Trail, Inc.** Articles of Incorporation were filed on Monday, November 30, 2020

The purpose or purposes for which it was organized are: The purpose is to use the commitment of the endurance athlete for a broader good and to promote health through running.

NONPROFIT CORPORATION NOTICE

NOTICE IS HEREBY GIVEN THAT, on February 16, 2021, Articles of Incorporation were filed with the Department of State for Brandywine Valley Sports and Recreation, a nonprofit corporation organized under the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania, exclusively for charitable purposes. **FOX ROTHSCHILD LLP**, Solicitors 747, Constitution Drive, Ste. 100, P.O. Box 673, Exton, PA 19341-0673

2nd Publication of 3

TRUST NOTICE

ROBIRDIE L. SHARP LIVING TRUST dated 1/23/2020

ROBIRDIE L. SHARP a/k/a ROBIRDIE LEOTI SHARP, Deceased

Late of Honey Brook Township, Chester County, PA This Trust is in existence and all persons having claims or demands against said Trust or decedent are requested to make known the same and all persons indebted to the decedent to make payment without delay to **JAMES H.W. SHARP, SR.** and **MARY E. ENGEL, TRUSTEES**, 608 Furlong Ave., Havertown, PA 19083,

Or to their Attorney:

LINDA M. ANDERSON
ANDERSON ELDER LAW
206 Sate Rd.

Media, PA 19063

3rd Publication of 3**WRIT OF SCIRE FACIAS SUR MUNICIPAL CLAIM NOTICE**

NOTICE IS HEREBY GIVEN that a Writ of Scire Facias Sur Municipal Claim was filed on February 23, 2021 against real property located at 200 Ashmun Avenue, Lincoln University, Pennsylvania 19352, Tax Parcel No. 56-9D-1-E (the "Property"), owned by AMEZ Church and in the amount of \$11,685.37. Notice is further given that the owner of the Property shall file an Affidavit of Defense with the Office of the Prothonotary of the Court of Common Pleas of Chester County within fifteen (15) days of this Notice. If an Affidavit of Defense is not filed, judgment may be entered against the Property and you may lose money or property or other rights important to you. Additional fees and costs incurred in the collection of this matter and additional interest will continue to accrue against the Property. You should take this Notice to your lawyer at once. If you do not have a lawyer or cannot afford a lawyer, contact the following office for assistance: Lawyer Referral Service, Chester County Bar Association: 15 West Gay Street, West Chester, PA 19382 (610) 429-1500.

NOTICE

West Bradford Township vs. Michael Lombertino & Margaret Lombertino - No. 2017-01211-LN - Court of Common Pleas of Chester County, PA. Notice is given that the above were named as Defendants in a civil action by Plaintiff to recover 2015-2018 trash and hydrant fees for property located at 1603 Barbara Drive, West Bradford, PA, Tax Parcel #50-5A-343. A Writ of Scire Facias for \$2,131.12 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by Plaintiff. You may lose money, property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. Lawyer Referral and Info. Service, Chester County Bar Assn., 15 W. Gay St., West

Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

NOTICE

West Brandywine Township vs. David Vanhorn - No. 2018-06966-LN - Court of Common Pleas of Chester County, PA. Notice is given that the above was named as Defendant in a civil action by Plaintiff to recover 2015-2017 trash fees for property located at 335 Hibernia Road, West Brandywine, PA, Tax Parcel #29-7-6.1. A Writ of Scire Facias for \$1,599.79 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by Plaintiff. You may lose money, property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. Lawyer Referral and Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

NOTICE

Great Valley School District vs. Diane M. Washington, Mala L. Washington & Lance Gooden Washington - No. 2017-09989-LN - Court of Common Pleas of Chester County, PA. Notice is given that the above were named as Defendants in a civil action by Plaintiff to recover 2016 real estate taxes for property located at 154 Conestoga Road, E. Whiteland Twp., PA, Tax Parcel #42-4-38. A Writ of Scire Facias for \$4,199.90 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by Plaintiff. You may lose money, property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. Lawyer Referral and Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

NOTICE

Borough of West Chester vs. Chris G. Schultz, Trustee of the Erna Schultz Trust under Agreement of Trust Dated 12/21/92 - No. 2019-12761-LN - Court of Common Pleas of Chester County, PA. Notice is given that the above was named as Defendant in a civil action by Plaintiff to recover 2018 real estate taxes for property located at 531 S. Walnut Street, West Chester, PA, Tax Parcel #1-9-1190. An Amended Writ of Scire Facias/A Writ of Scire Facias for \$1,542.82 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by Plaintiff. You may lose money, property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. Lawyer Referral and Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

PUBLIC NOTICE TO

ASHLEY HAAVA ERKAN AND STEVEN SHARP

In Re: Adoption of Kay-Lani Michele Sharp, A Minor

A petition has been filed asking the Court to put an end to all rights you have as a parent to your child,

Kay-Lani Michele Sharp. A Termination of Parental Rights Hearing has been scheduled for April 20, 2021, at 9:00 a.m., in Court Room No. 6006, of the York County Judicial Center, 45 North George Street, York, Pennsylvania, to terminate your parental rights to Kay-Lani Michele Sharp (DOB: March 4, 2019), whose Father is Steven Sharp and whose Mother is Ashley Haava Erkan. You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the Court without your being present. You have a right to be represented at the hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

ATTORNEY CONNECTION/YCBA MODEST MEANS

137 East Market Street

York, Pennsylvania 17401

717-854-8755

<http://www.yorkbar.com/?page=YCBAFindEsg>

If you cannot afford an attorney, an attorney may be appointed by the court at no cost to you if you qualify. Contact the following office for instructions and forms to complete and file.

Clerk of the Orphans' Court

York County Judicial Center

45 North George Street

York, Pennsylvania 17401

717-771-9288

<http://yorkcountypa.gov/composent/jdownloads/send/100-adopt-forms/824-packet-for-court-appt-ed-counsel-and-financial-affidavit.html>

Martin Miller, Esquire

Solicitor for York County Offices of

Children, Youth & Families

A prospective adoptive parent of a child may enter into an agreement with a birth relative of the child to permit continuing contact or communication between the child and the birth relative or between the adoptive parent and the birth relative. An agency or anyone representing the parties in an adoption shall provide notification to a prospective adoptive parent, a birth parent and a child who can be reasonably

expected to understand that a prospective adoptive parent and a birth relative of a child have the option to enter into a voluntary agreement for the continuing contact or communication. See 23 Pa.C.S.A. Section 2731, et seq.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

NOTICE

On February 8, 2021, pursuant to 28 U.S.C. § 2071(b), Federal Rule of Civil Procedure 83, and Federal Rule of Bankruptcy Procedure 9029(a), the judges of the United States District Court for the Eastern District of Pennsylvania, having determined that there is a need to amend the Local Bankruptcy Rules and the Local Bankruptcy Forms, approved a Resolution authorizing commencement of the public notice and comment process for proposed amendments to the Local Bankruptcy Rules and the Local Bankruptcy Forms. A summary of the proposed amendments is available on the U.S. District Court's website, www.paed.uscourts.gov, and on the U.S. Bankruptcy Court's website, www.paeb.uscourts.gov.

The United States Bankruptcy Court for the Eastern District of Pennsylvania has requested amendments to five Local Bankruptcy Rules and three Local Bankruptcy Forms, as described in the attached Summary of Proposed Local Bankruptcy Rules and Forms Published for Comment. The proposed Local Bankruptcy Rules amendments are to Rules 2016-3, 9019-3, 4004-3, 9014-2, and 9014-3. The proposed Local Bankruptcy Forms amendments are to Forms 3015.1, 9019-3A, and 9019-3B and accommodate the changes to Rules 2016-3 and 9019-3. The adoption of these amendments would not change the conformance of the Local Rules of Bankruptcy Procedure and the Local Bankruptcy Forms with the Federal Rules of Bankruptcy Procedure.

Those wishing to offer comments on these amendments may do so by submitting said comments to the attention of Kate Barkman, Clerk of Court, United States Courthouse, 601 Market St., Room 2609, Philadelphia, PA, 19106, or by emailing kate_barkman@paed.uscourts.gov,

before the close of business on April 23, 2021. Copies of the proposed amendments to the Local Bankruptcy Rules and Local Bankruptcy Forms may be viewed by visiting the U.S. District Court's website, www.paed.uscourts.gov, or the U.S. Bankruptcy Court's website, www.paeb.uscourts.gov.

Juan R. Sánchez

Chief Judge

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: LOCAL RULES OF BANKRUPTCY PROCEDURE

ORDER

AND NOW, this 10th day of March, 2021, it appearing that this Court is vested with authority, pursuant to 28 U.S.C. § 2071(b), Federal Rule of Civil Procedure 83, and Federal Rule of Bankruptcy Procedure 9029;

AND, in accordance with the resolution of the Judges of the Court on February 8, 2021, the Court having authorized commencement of the public notice and comment process;

AND, the proposed amendments having been requested by the United States Bankruptcy Court for the Eastern District of Pennsylvania, it is hereby

ORDERED that the proposed amendments to Local Bankruptcy Rules 2016-3, 9019-3, 4004-3, 9014-2, and 9014-3, and Forms 3015.1, 9019-3A, and 9019-3B, **as set forth on the attachments to this Order**, are to be published by the EDPA county bar associations and posted on the court website, www.paed.uscourts.gov, for the purpose of Notice to the Bar and Solicitation of Public Comment pursuant to 28 U.S.C. § 2071(b) for a period of forty-five (45) days.

FOR THE COURT:

/s/ Juan R. Sánchez
Juan R. Sánchez, Chief Judge

Sheriff Sale of Real Estate

By virtue of the within mentioned writs directed to Sheriff Fredda L. Maddox, the herein-described real estate will be sold at public sale in the Chester County Justice Center at 201 W Market Street, 3rd Floor, Room 3300, West Chester, Pennsylvania, as announced on **Thursday, April 15th, 2021 at 11AM.**

Notice is given to all parties in interest and claimants that the Sheriff will file with the Prothonotary and in the Sheriff’s Office, both located in the Chester County Justice Center, 201 W Market Street, West Chester, Pennsylvania, Schedules of Distribution on **Monday, May 17th, 2021.** Distribution will be made in accordance with the Schedules unless exceptions are filed in the Sheriff’s Office within ten (10) days thereafter.

N.B. Ten percent (10%) of the purchase money must be paid at the time and place of sale. **Payment must be paid in cash, certified check or money order made payable to the purchaser or “Sheriff of Chester County”. The balance must be made payable to “Sheriff of Chester County”. within twenty-one (21) days from the date of sale by 4PM.**

FREDDA L. MADDOX, SHERIFF

1st Publication

SALE NO. 21-4-26

Writ of Execution No. 2019-04996

DEBT \$5,281.79

ALL THAT CERTAIN lot of land with the buildings and improvements thereon erected. Situate in the Township of Charlestown, County of Chester and Commonwealth of Pennsylvania.

Tax Parcel No.: 35-4-45.1

PLAINTIFF: Great Valley School District

VS

DEFENDANT: **David M. Allen**

SALE ADDRESS: 143 Charlestown Road, Charlestown Township, PA 19355

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

SALE NO. 21-4-27

Writ of Execution No. 2019-04334

DEBT \$7,097.83

ALL THAT CERTAIN unit located in the property known, named and identified as Daylesford Lake, a Condominium, located in Township of Tredyffrin, County of Chester and Commonwealth of Pennsylvania.

Tax Parcel No. 43-9-267

PLAINTIFF: Tredyffrin/Easttown School District

VS

DEFENDANT: **Julie Lim**

SALE ADDRESS: 68 Highpoint Drive, Tredyffrin Township, PA 19312

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

SALE NO. 21-4-29

Writ of Execution No. 2019-00169

DEBT \$3,843.70

ALL THAT CERTAIN message or lot of land, situate in Tredyffrin Township, Chester County, Pennsylvania.

Tax Parcel No. 43-3-23

PLAINTIFF: Tredyffrin/Easttown School

District

VS

DEFENDANT: Cedar Hollow Properties, L.P.

SALE ADDRESS: 2463 Yellow Springs Road, Tredyffrin Township, PA 19355

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

SALE NO. 21-4-31

Writ of Execution No. 2017-11246

DEBT \$330,127.93

1103 Foundry Street

Township of Caln

Coatesville, PA 19320

110 Foundry Street

Township of Caln

Coatesville, PA 19320

Parcel #39-3-104

Parcel #39-3L-110

PLAINTIFF: George Mortelliti

VS

DEFENDANT: Coatesville Solar Initiative, LLC

SALE ADDRESS: 1103 & 110 Foundry Street, Coateville, PA 19320

PLAINTIFF ATTORNEY: KIVITZ & KIVITZ, P.C. 215-549-2525

SALE NO. 21-4-32

Writ of Execution No. 2016-10124

DEBT \$13,829.44

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the

township of West Whiteland, County of Chester, and State of Pennsylvania bounded and described according to a Plan of Bonnie Blink, Planned Residential Development, make by Yerkas Associates, Inc., dated 10/23/80 and last revised 4/14/81 and recorded in Chester County in the Recorder of Deeds Office as Plan No. 3814 as follows, to wit:

Beginning at an interior point, a corner of Lot No. 183 Stirling Court; thence extending North 34 degrees 47 minutes East along line of Common Open Space, 20.00 feet to a point, thence extending South 33 degrees 13 minutes East along line of Lot No. 186 Stirling Court crossing a 15 feet wide common access and utility easement and a 20 feet wide sanitary sewer easement, 75.00 feet to a point; thence extending South 94 degrees 47 minutes West along lone of Common Open Space, 20.00 feet to a point thence extending North 58 degrees 13 minute West recrossing the foresaid 15 feet wide common access and utility easement and 20 feet wide sanitary sewer easement and along line of Lot No., 183 Stirling Court, 75.00 feet to a point on the southeast curb line of Stirling Court Common Open space Area, the first mention point and place of beginning.

Containing 1500 square feet of land more or less.

Parcel No. 41-5R-185

PLAINTIFF: The Crossing at Exton Station Community Association, Inc

VS

DEFENDANT: Jennifer L. Finkey & Fred A. Finkey

SALE ADDRESS: 185 Stirling Court, West Chester, PA 19380

PLAINTIFF ATTORNEY: BARROW HOFFMAN 215-956-9099

SALE NO. 21-4-33

**Writ of Execution No. 2019-12507
DEBT \$864,332.63**

Property situated in Caln Township
Tax Parcel #39-4J-32
PLAINTIFF: William J. Litvin, John A. Saling and Evan K. Hambleton, t/a Saling, Litvin & Hambleton
VS
DEFENDANT: **Susan R. Pierson & Howard E. Pierson, Sr.**
SALE ADDRESS: 150 Seltzer Avenue, Caln Township, Coatesville, PA 19320
PLAINTIFF ATTORNEY: **LACHALL COHEN & SAGNOR LLP 610-436-9300**

SALE NO. 21-4-34

**Writ of Execution No. 2019-02610
DEBT \$206,724.63**

PROPERTY SITUATE IN EAST BRANDYWINE TOWNSHIP
TAX PARCEL # 30-05C-0003
IMPROVEMENTS thereon: Residential Dwelling
PLAINTIFF: Citibank, N.A., as Trustee for CMLTI Asset Trust
VS
DEFENDANT: **Andrew F. Walls**
SALE ADDRESS: 141 Hopewell Road, Downingtown, PA 19335
PLAINTIFF ATTORNEY: **KML LAW GROUP, P.C. 215-627-1322**

SALE NO. 21-4-35

**Writ of Execution No. 2016-02178
DEBT \$394,419.83**

71 Soldiers Square, Tredyffrin Township, Chesterbrook, PA 19087
Tax Parcel No. 43-5-3556
IMPROVEMENTS thereon: Residential Dwelling
PLAINTIFF: Atlantica, LLC
VS
DEFENDANT: **Richard Waller**
SALE ADDRESS: 71 Soldiers Square, Tredyffrin Township, Chesterbrook, PA 19087
PLAINTIFF ATTORNEY: **STERN & EISENBERG 215-572-8111**

SALE NO. 21-4-36

**Writ of Execution No. 2019-11417
DEBT \$164,625.06**

Owner(s) of property situate in the Township of West Whiteland, Chester County, Pennsylvania
Tax Parcel No. 41-4-231
DBV 7516, P. 1645
IMPROVEMENTS thereon: Residential Dwelling
PLAINTIFF: US Bank Trust, National Association as Trustee of the Chalet Series III Trust
VS
DEFENDANT: **Susan A. Jones**
SALE ADDRESS: 24 Buttonwood Drive, Exton, PA 19341
PLAINTIFF ATTORNEY: **LYNCH LAW GROUP 724-776-8000**

SALE NO. 21-4-37

Writ of Execution No. 2018-12076

DEBT \$211,042.57

ALL THAT CERTAIN lots or pieces of ground SITUATE in Penn Township, Chester County, Pennsylvania bounded and described according to a 5 Lot subdivision for Fred Ham, made by Concord Land Planners & Surveyors, Inc. P.O. Box 378 Oxford, Pennsylvania 19363 (610) 932-5119, dated 10/23/2001 and last revised 05/09/2002 as follows to wit:

BEGINNING at a concrete monument set on the Southerly side of a cul-de-sac at the end of Dutton Farms Lane a corner of Lot 2 on said plan, thence extending along same, South 00 degrees 20 minutes 37 seconds East 240.36 feet to an iron pin set in line of Lot 1, thence extending along same, North 67 degrees 28 minutes 33 seconds West 201.97 feet to an iron set in line of lands now or formerly of Walter G & E Louise Harris, thence extending along same, North 15 degrees 20 minutes 00 seconds West 235.00 feet to an iron pin set a corner of Lot 4, thence extending along same, South 87 degrees 51 minutes 34 seconds East 187.23 feet to an iron pin set on the Westerly side of said cul-de-sac at the end of Dutton Farms Lane, thence extending along same, on the arc of circle curving to the left having a radius of 60.00 feet the arc distance of 89.59 feet to the first mentioned point and place of beginning.

BEING Lot No. 3 on said plan.

BEING the same premises in which William T. O'Neill, by deed dated 09/24/2003 and recorded 10/30/2003 in the Office of the Recorder of Deeds, in and for the County of Chester, Commonwealth of Pennsylvania, in Deed Book 5958, Page 921, and Instrument

No. 10328448, granted and conveyed unto Warren Lapham and Constance L. Lapham, Husband and wife.

Tax Parcel ID No. 58-4-93.2B

PLAINTIFF: Specialized Loan Servicing LLC

VS

DEFENDANT: **Constance L. Lapham & Warren Lapham**

SALE ADDRESS: 25 Dutton Farms Lane, West Grove, PA 19390

PLAINTIFF ATTORNEY: **SHAPIRO & DeNARDO, LLC 610-278-6800**

SALE NO. 21-4-38

Writ of Execution No. 2019-03056

DEBT \$250,645.71

Land referred to in this commitment is described as all that certain property situated in the Township of East Fallowfield, in the County of Chester and State of Pennsylvania and being described in a Deed dated 07/31/2006 and recorded 08/02/2006 in Book 6913, page 2266 among the land records of the County and State set forth above, and referenced as follows:

The following described property:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Township of East Fallowfield, County of Chester and State of Pennsylvania, bounded and described according to a survey of Doe Run Farms Resubdivision by Berger and Hayes, Inc., Consulting Engineers and Surveyors, dated 11/3/1978 as follows, to wit:

BEGINNING at a point in the Northeastly side of Lehigh Drive, said point being measured the four following courses and distance from a point of tangent on

the Westerly side of Montgomery Drive; (1) on the arc of a circle curving to the right having a radius of 25 feet the arc distance of 39.27 feet to a point on the Northeasterly side of said Lehigh Drive; (2) North 86 degrees 37 minutes 37 seconds West 100 feet to a point of tangent; (3) on the arc of a circle curving to the right having a radius of 125 feet the arc distance of 32.72 feet to a point; (4) North 71 degrees 37 minutes 37 seconds West 119.47 feet to the point and place of beginning. Said beginning point being the Southwesterly corner of Lot No. 34; thence from said beginning point and extending along the Northeasterly side of Lehigh Drive, North 71 degrees 37 minute 37 seconds West 57 feet to a point of tangent; thence still along said drive on the arc of a circle curving to the left having a radius of 1449.69 feet the arc distance of 176.05 feet to a point a corner of land of Glen R. McLoughlin; thence along the same North 11 degrees 24 minutes 54 seconds East 215.07 feet to a point a corner of lands now or late of Ida Fredd; thence along the same and along lands of Frederick Jackwood, South 67 degrees 57 minutes 50 seconds East 247.18 feet to a point a corner of Lot No. 45; thence along the same South 14 degrees 42 minutes 5 seconds West 187.39 feet to the point and place of beginning.

CONTAINING 47,321 square feet of land, be the same more or less.

BEING LOT NO. 34 on the above mentioned survey.

BEING THE SAME PREMISES which Ryan K. Tyler and Jenny M. Tyler, husband and wife by Deed dated July 31, 2006 and recorded August 2, 2206 in Book 6913, page 2266, in Document Id# 10673440, in the Office of the Recorder of Deeds in and for the County of Chester, granted and conveyed unto Sharon L. Cannon, a single woman, in fee.

Tax Parcel No. 47-8-1.21

PLAINTIFF: Nationstar Mortgage LLC d/b/a Mr. Cooper

VS

DEFENDANT: **Sharon L. Cannon**

SALE ADDRESS: 102 Lehigh Drive, Coatesville f/k/a East Fallowfield, PA 19320

PLAINTIFF ATTORNEY: **SHAPIRO & DeNARDO, LLC 610-278-6800**

SALE NO. 21-4-39

Writ of Execution No. 2020-02805

DEBT \$483,861.24

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

TAX PARCEL NUMBER: 1706 000721200

IMPROVEMENTS thereon: Residential Property

PLAINTIFF: Wilmington Trust Company, as Successor Trustee to Bank of America, National Association (Successor by Merger to Lasalle Bank National Association) as Trustee for Morgan Stanley Mortgage Loan Trust 2007-15AR, Mortgage Pass-Through Certificates, Series 2007-15AR Pursuant to the Pooling and Servicing Agreement Dated as of October 1, 2007

VS

DEFENDANT: **Patrick L. Olson a/k/a Patrick Olson**

SALE ADDRESS: 101 Blossom Way, Pottstown, PA 19456

PLAINTIFF ATTORNEY: **RAS CITRON, LLC 855-225-6906**

SALE NO. 21-4-40

Writ of Execution No. 2019-03939

DEBT \$365,955.12

ALL THOSE CERTAIN LOTS OR PIECES OF GROUND SITUATE IN THE BOROUGH OF PARKESBURG, CHESTER COUNTY, PENNSYLVANIA

TAX PARCEL NUMBER: 8-3-34.2

IMPROVEMENTS thereon: Residential Property

PLAINTIFF: US Bank Trust, National Association as Successor in Interest to Bank of America, National Association, Successor by Merger to Lasalle National Association as Trustee for GSAMP Trust 2007-NCI Mortgage Pass-Through Certificates Series 2007-NCI

VS

DEFENDANT: **Lawrence Hand & Dawn Hand**

SALE ADDRESS: 230 Washington Avenue, Parkesburg, PA 19365

PLAINTIFF ATTORNEY: **RAS CITRON, LLC 855-225-6906**

SALE NO. 21-4-41

Writ of Execution No. 2017-11489

DEBT \$164,654.14

ALL THAT CERTAIN lot or piece of land with the dwelling house thereon erected. SITUATE in the Township of Easttown, County of Chester, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center line of a 40 feet wide Avenue, laid out and opened by Chas N. Thorpe and running Northwardly from Philadelphia and Lancaster Turnpike, where the Pennsyl-

vania Railroad crosses the said turnpike, and called Warren Avenue, said point of beginning being 50 feet distant and Southwardly from the Southerly line of land of Joseph Williams, and also a corner of other land of said John Fitzgerald, thence by a line at right angles with Warren Avenue, and along the Northernly line of said John Fitzgerald's other land, North 72 degrees 27 minutes East, 127.9 feet to a line of land of J.B. Gibson, now of Dr. R.B. Okie, thence along said Okie's land, North 25 degrees 35 minutes West, 30.4 feet, thence still along Okie's land North 32 minutes East, 34.5 feet to a corner of said Okie's land, then along the Southerly side of said Joseph Williams land South 66 degrees 33 minutes West, 136 feet, thence along the center line of Warren Avenue South 17 degrees 33 minutes East, 50 feet to the place of beginning.

BEING the same premises which Frances P. Fitzgerald and Anne M. Brophy, her attorney in Fact, specially constituted by Letter of Attorney by Deed dated May 28, 1999 and recorded May 28, 1999 on the County of Chester in Record Books 4571 Page 1434 conveyed until Timothy I. Melvin, in fee.

BEING Tax Parcel No. 55-2H-119

PLAINTIFF: Citadel Federal Credit Union

VS

DEFENDANT: **Timothy I. Melvin & Treva Melvin**

SALE ADDRESS: 229 Warren Avenue, Berwyn, PA 19312

PLAINTIFF ATTORNEY: **M. JACQUELINE LARKIN, ESQ 215-569-2400**

SALE NO. 21-4-42

Writ of Execution No. 2018-02262

DEBT \$112,006.20

PROPERTY SITUATE IN FRANKLIN TOWNSHIP SOLD AS THE PROPERTY OF: RUDY D. ARNOLD A/K/A RUDY ARNOLD

UPI PARCEL NO 72-05-0034.010

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: M&T Bank

VS

DEFENDANT: **Rudy D. Arnold a/k/a Rudy Arnold**

SALE ADDRESS: 1833 New London Road, Landenberg, PA 19350

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

SALE NO. 21-4-43

Writ of Execution No. 2020-02567

DEBT \$146,019.43

ALL THAT CERTAIN lot or parcel of land situated in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, being more fully described in Deed dated May 31, 1994 and recorded in the Office of the Chester County Recorder of Deeds on September 7, 1994, in Deed Book Volume 3805 at Page 1786.

Tax Parcel No. 28-07-0005

PLAINTIFF: CSMC 2018-RPL2 Trust

VS

DEFENDANT: **Thomas E. Deatrck, Sr., a/k/a Thomas E. Deatrck & Carol A. Deatrck**

SALE ADDRESS: 100 Summit Ridge

Road, Parkesburg, PA 16365 f/k/a 104 Summit Ridge, Gap, PA 17527 and 102 Summit Ridge Road, Parkesburg, PA 19365

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

SALE NO. 21-4-44

Writ of Execution No. 2019-09589

DEBT \$41,532.40

233 South Main Street, Borough of Spring City, PA 19475

UPI No. 14-5-16

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust

VS

DEFENDANT: **Any and All Known and Unknown Heirs, Executors, Administrators or Devisees of the Estate of Kenneth W. Waddell, Deceased**

SALE ADDRESS: 233 South Main Street, Spring City, PA 19475

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

SALE NO. 21-4-45

Writ of Execution No. 2017-07530

DEBT \$563,377.06

104 Elizabeth Way, Elk Township, Oxford, PA 19363

UPI No. 71-2-21.4

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: Community Loan Servicing, LLC f/k/a Bayview Loan Servicing, LLC
VS

DEFENDANT: **Brian J. Schafer & Randi J. Schafer**

SALE ADDRESS: 104 Elizabeth Way, Elk Township, Oxford, PA 19363

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

SALE NO. 21-4-46

Writ of Execution No. 2016-04496

DEBT \$601,467.84

ALL that lot or piece of ground with the buildings and improvements thereon erected, hereditaments and appurtenances, situate in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, being shown on Final Plan of Lots for Allan R. Shassian, Green Hill Road, prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Broomall, PA, dated 7/20/1988, last revised 10/8/1988 in Plan File #8823-8828, as follows, to wit:

BEGINNING at a point on the northwesterly side of Garrett Road, said point being a corner of Lot #6; thence extending from said beginning and along Garrett Road the three following courses and distances: (1) North 24 degrees 4 minutes 40 seconds West 86.41 feet to a point of curve; (2) on the arc of a circle curving to the right having a radius of 50 feet to arc distance of 59.63 feet to a point of reverse curve, and (3) on the arc of a circle curving to the left having a radius of 60 feet the arc distance of 260.41 feet to a point, a corner of a 50 feet wide right-of-way for future road extension; thence extending along same North 24 degrees 4 minutes 40

seconds West 165.53 feet to a point in line of lands now or late of Paul J. and Regina N. Camplone; thence extending along same North 65 degrees 55 minutes 20 seconds East 237.70 feet to a point in line of lands now or late of David W. and Elizabeth F. Tawney; thence extending along same and also along others South 26 degrees 21 minutes 20 seconds East crossing over a drainage easement as shown on said Plan, 413.89 feet to a point, a corner of Lot #6; thence extending along same South 65 degrees 55 minutes 20 seconds West 254.14 feet to a point on the northwesterly side of Garrett Road, being the first mentioned point and place of Beginning.

BEING Lot 5 as shown on said Plan.

BEING THE SAME PREMISES which Robert E. Burns, by Deed dated 1/11/1995 and recorded in the Office of the Recorder of Deeds of Chester County on 1/13/1995 in Deed Book Volume 3852, Page 810, granted and conveyed unto Joseph A. Spatacco and Gina M. Spatacco, His Wife.

TAX PARCEL #53-1-4.6

IMPROVEMENTS thereon: Residential Property

PLAINTIFF: Wilmington Trust, National Association not in its individual capacity, but solely as Trustee of MFRA Trust 2016-1 c/o MFResidential Assets I, LLC

VS

DEFENDANT: **Joseph A. Spatacco & Gina M. Spatacco**

SALE ADDRESS: 1205 Joshua Drive, West Chester, PA 19380

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

SALE NO. 21-4-47**Writ of Execution No. 2015-11436****DEBT \$197,214.98**

ALL THAT CERTAIN lot of land, Situate in Kennett Heights in the Borough of Kennett Square, Chester County, Pennsylvania, bounded and described according to a Plan of Lots known as Kennett Heights, dated 6/22/1959 by George E. Register & Sons, and recorded in Plan Book 9 page 24, as follows:

BEGINNING at a point on the Northerly side of Hazel Road, said point being the Southeasterly corner of Lot NO. 7, on said Plan, and the Southwesterly corner of the about to be described lot; thence from said point of beginning, and extending along said Lot No. 7 in a Northerly direction, 198.00 feet to a point n line of lands now or late of John Winters; thence extending along said land of Winters, North 75 degrees 38 minutes East, 101.00 feet to a point set on the Westerly side of a 12 feet wide right of way; thence extending along said right of way, South 02 degrees 51 minutes East, 198.00 feet to a point on the aforementioned side of Hazel Road; thence extending along the side of Hazel Road, South 71 degrees 29 minutes West, 78.00 feet to the first mentioned point and place of beginning.

BEING Lot No. 6 on said Plan.

TOGETHER with an easement for the placement of water and sewer lines across a 4 feet wide strip of the adjoining property, being a portion of Lot 7 as shown on said Plan, and specifically described as follows:

BEGINNING at a point, set of the Northerly side of Hazel Road or Avenue (45 feet wide), said point marking the Southeasterly corner of this about to be described tract and the Southwesterly corner of Lot 6 on said Plan, con-

veyed herein; thence leaving said point of beginning along said Hazel Road or Avenue, South 71 degrees 29 minutes 00 seconds West, 75.00 feet to a point marking the Southwesterly corner of this tract and the Southeasterly corner of Lot No.8 on the said Plan; thence leaving said Hazel Road or Avenue and along said Lot 8, North 11 degrees 51 minutes 53 seconds West, 4.0 feet to a point in lines of Lot No. 8 and Lot No. 7; thence leaving said line, North 71 degrees 29 minutes 00 seconds East, 75.58 feet, be it the same, more or less, to a point in the lines of Lot 7 and Lot 6, conveyed herein; thence along said line, South 03 degrees 22mintues 09 seconds East, 4.0 feet, be it the same, more or less, to the first mentioned point and place of beginning.

It being the intention of the Grantor herein to grant an easement across a strip approximately 4 feet wide along the Southerly side of Lot 7 as shown on the said Plan, abutting and adjoining the premises, Lot 6, conveyed herein.

BEING THE SAME PREMISES which Grant W. Carlson and Nancy J. Carlson, be Deed dated December 19, 2003 in the Office of the Recorder of Deeds in and for Chester County in Deed Book 6015, Page 2256, granted and conveyed unto JASON J. NICHOLS and ALICIA NICHOLS, husband and wife and David O. Barlow and Edna M. Barlow, husband and wife be deed each with an undivided ½ interest as tenants by the entirety, as Joint Tenants with right of survivorship and not as tenants in common.

Tax Parcel No. 3-1-7

IMPROVEMENTS thereon: Residential Property

PLAINTIFF: Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust

VS

DEFENDANT: **Jason J. Nichols & Alicia Nichols**

SALE ADDRESS: 563 Hazel Avenue, Kennett Square, PA 19348

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

SALE NO. 20-8-328

Writ of Execution No. 2020-00464

DEBT \$6,427.10

ALL THAT CERTAIN unit, designated Number 2 Unit Number 7 being a Unit in Old Forge Crossing Condominium, Situate in the Township of Tredyffrin, County of Chester and Commonwealth of Pennsylvania, as designated in Declaration of Condominium of Old Forge Crossing Condominium, bearing the date the 26th day of May A.D. 1981 and recorded in the Office for the Recording of Deeds in and for the County of Chester at West Chester, Pennsylvania on the 27th day of May A.D. 1981 and recorded on the 27th day of May A.D. 1981 in Condominium Plan Book 3516, page _____.

BEING KNOWN AS 7 Old Forge Crossing, Devon, Pennsylvania.

PARCEL NO. 43-5-428

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: Old Forge Crossing Condominium Association

VS

DEFENDANT: **Michael Keefer, Executor of Estate of Mary Cameron Keefer**

SALE ADDRESS: 7 Old Forge Crossing, Devon, PA 19333

PLANTIFF ATTORNEY: **Steven L. Sugarman & Associates 610-889-0700**

SALE NO. 19-10-544

Writ of Execution No. 2019-04522

DEBT \$274,281.91

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the West Bradford Township, County of CHESTER, Commonwealth Of Pennsylvania, described according to a Plan of Subdivision of "Bradford Glen" Phase IV and V made by Henry S. Conrey, Inc. Division of Chester Valley Engineers, Paoli, PA dated 5/26/81, and last revised 12/17/81 and recorded in Plan File No. as follows, to wit:

BEGINNING at a point on the Southwesterly side of Barbara Drive (36 feet wide) at a corner of Lot #367 on said Plan; thence extending from said beginning point, along Lot #367, south 23 degrees 20 minutes 46 seconds West 100 feet to a point on the Northeasterly side of a 275 feet wide Philadelphia Electric Co easement; thence extending along the same North 66 degrees 39 minutes 14 seconds West 55 feet to a point a corner of Lot #369 on said Plan; thence extending along the same North 23 degrees 20 minutes 46 seconds East 100 feet to a point on the Southwesterly side of Barbara Drive; thence extending long the same South 66 degrees 39 minutes 14 seconds East 55 feet to the first mentioned point and place of beginning.

BEING the same premises which Philip A. Marcus and Janet I. Marcus, by Indenture bearing date 10/25/1995 and recorded 10/31/1995 in the Office of the Recorder of Deeds &c., in and for the said County of Chester in Record Book 3955, Page 2340 etc., granted and conveyed unto Aishat A. Sogunro and Olu-siyani D. Sogunro, in fee.

TAX PARCEL # 50-5A-343

PLANTIFF: Wells Fargo Bank, N.A.,

as Trustee for the Pooling and Servicing Agreement dated as of April 1, 2005 Park Place Securities, Inc. Asset-Backed Pass-Through Certificates Series 2005-WHQ2

VS

DEFENDANT: **Margaret Lombertino & Michael Lombertino**

SALE ADDRESS: 1603 Barbara Drive, Downingtown, PA 19335

PLANTIFF ATTORNEY: **RAS CITRON, LLC 855-225-6906**

SALE NO. 19-11-563

Writ of Execution No. 2019-04671

DEBT \$140,166.56

ALL THAT CERTAIN LOT OR PIECE OF GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE IN THE TOWNSHIP OF NEW GARDEN, COUNTY OF CHESTER AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED ACCORDING TO A FINAL SUBDIVISION PLAN OF PALMERS RUN, MADE FOR LEWIS L. AND FRANCES P. PALMER, BY GEORGE E. REGISTER, JR. & SONS, INC., REGISTERED LAND SURVEYORS, KENNETT SQUARE, PA, DATED 10/19/1982 LAST REVISED 2/2/1983 AND RECORDED AS CHESTER COUNTY PLAN #4275, AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON PIN ON THE TITLE LINE IN THE BED OF PUBLIC ROAD (T-390) KNOWN AS WALNUT RUN ROAD AT THE NORTHWESTERLY CORNER OF THIS ABOUT TO BE DESCRIBED LOT AT THE SOUTHWESTERLY CORNER OF LAND NOW OR LATE OF FRANK S. RZUCIDCO; THENCE

EXTENDING ALONG THE SAME CROSSING THE EASTERLY SIDE OF SAID ROAD NORTH 84 DEGREES 52 MINUTES 00 SECONDS EAST, 730.50 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF TRACT #3, AS SHOWN ON SAID PLAN; THENCE EXTENDING ALONG THE SAME SOUTH 05 DEGREES 04 MINUTES 30 SECONDS EAST, 200.00 FEET TO A POINT AT THE NORTHEASTERLY CORNER OF LOT #2, AS SHOWN ON SAID PLAN; THENCE EXTENDING ALONG THE SAME SOUTH 84 DEGREES 52 MINUTES 00 SECONDS WEST, CROSSING THE EASTERLY SIDE OF SAID PUBLIC ROAD T-390, KNOWN AS WALNUT RUN ROAD 730.50 FEET TO A POINT ON THE TITLE LINE IN THE BED OF THE SAME; THENCE EXTENDING ALONG THE SAME NORTH 05 DEGREES 04 MINUTES 30 SECONDS WEST, 200.00 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

TAX PARCEL NO. 60-5-96.4

PLANTIFF: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER

VS

DEFENDANT: **JEFFREY E. HOOPEES & TINA M. HOOPEES A/K/A TINA HOOPEES; UNITED STATES OF AMERICA**

SALE ADDRESS: 150 Walnut Run Road, Landenberg, PA 19350

PLANTIFF ATTORNEY: **RAS CITRON, LLC 855-225-6906**

SALE NO. 20-1-10

Writ of Execution No. 2019-06502

DEBT \$237,737.04

ALL THAT CERTAIN tract of land situate in West Nottingham Township, Chester County, Pennsylvania, bounded and described according to a final subdivision plan thereof prepared by Kenneth G. Crossan, Professional Land Surveyor, dated 05/26/1986, revised 07/28/1986 and recorded as Plan no. 6929 on the Office of the Recorder of Deeds of Chester County, as follows:

BEGINNING at a point near the center line of Red Pump Road, known as T-304, a corner of land now or late of Norman Wolgin and Sylvan M. Cohen; thence along said Red Pump Road, South 28 degrees 54 minutes 00 seconds East 186.58 feet to a point; a corner of Lot No. 2 on said plan; thence along the same South 53 degrees 25 minutes 41 seconds West 514.10 feet to a point in line of other lands of Rose Chase Eshleman; thence along the same North 42 degrees 54 minutes 15 seconds West 131.09 feet to a point in line of land of aforesaid Wolgin and Cohen; thence along the same North 32 degrees 44 minutes 22 seconds East 130.00 feet, North 43 degrees 53 minutes 36 seconds East 99.37 feet and North 54 degrees 45 minutes 39 seconds East 333.94 feet to the point and place of beginning.

BEING Lot No. 1 as shown on said Plan.

CONTAINING 2.215 acres of land more or less.

UNDER AND SUBJECT TO THE FOLLOWING DEED RESTRICTIONS

1. Any dwelling place on the premises shall be of a design that would provide not less than 1,500 square feet

of living area exclusive of basements, garages, root cellars and the like.

2. No mobile home or mobile home type dwelling whether brought in on wheels or on a trailer in separate parts, shall be placed on the premises for dwelling purposes.

Tax Parcel # 68-5-3.3

PLANTIFF: DITECH FINANCIAL LLC VS

DEFENDANT: **E. WILHELMINA CLAY A/K/A ETHEL WILHELMINA CLAY, INDIVIDUALLY AND AS ADMINISTRATRIX OF THE ESTATE OF WALLACE H. CLAY A/K/A WALLACE HENRY CLAY**

SALE ADDRESS: 164 Red Pump Road, Nottingham, a/k/a Nottingham Township, PA 19362

PLANTIFF ATTORNEY: **RAS CITRON, LLC 855-225-6906**

SALE NO. 20-4-224

Writ of Execution No. 2019-09761

DEBT \$195,535.99

Property situate in the EAST BRADFORD TOWNSHIP, CHESTER County, Pennsylvania

BLR # 51-5-936

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: Wells Fargo Bank, N.A.

VS

DEFENDANT: **Joseph Oakes**

SALE ADDRESS: 131 Whispering Oaks Drive, West Chester, PA 19382-1825

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

SALE NO. 20-5-255

Writ of Execution No. 2019-10534

DEBT \$134,174.05

PREMISES "A"

ALL THAT CERTAIN message and tract of land with the buildings, improvements, hereditaments and appurtenances thereon erected, Situate in the Township of Uwchlan, County of Chester and Commonwealth of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING 91 feet from an iron pin in the middle of the State Road leading from Lionville to Downingtown (Route 113), this iron pin being a corner of property belonging to Claude A. Mabry; thence extending by land of the said W. Elroy Butterman, North 29 degrees 51 minutes West 172.9 feet to an iron pin; thence extending by land of the said W. Elroy Butterman, North 82 degrees 24 minutes East 92 feet to an iron pin; thence extending by land of the said W. Elroy Butterman, South 29 degrees 10 minutes East 147.1 feet to a point in the middle of the said state road aforesaid; thence extending along the middle of same the next two courses and distances, to wit: (1) South 47 degrees 27 minutes West

71.9 feet to an iron pin; (2) South 60 degrees 34 minutes West 19.1 feet to the place of beginning.

BEING Tax Parcel No.: 33-4-85.1 PREMISES "B"

ALSO ALL THAT CERTAIN parcel of ground situate in the Township, County and Commonwealth aforesaid, bounded and described as follows:

COMMENCING at a point on the title line in the bed of Pennsylvania Highway Route 113 (L.R. 270), a common corner of land of W. Elroy Butterman, et ux

and Claude A. Mabry; thence from said point of beginning along said common property line North 29 degrees 51 minutes West 151.89 feet to a point; thence by remaining land of W. Elroy Butterman, North 66 degrees 30 minutes 37 seconds East 91.56 feet to a point a corner of land of Harold E. Krauser, Jr., et ux; thence by said Krauser's land South 29 degrees 51 minutes East 172.90 feet to a point on the title line in the bed of Pennsylvania Highway Route 113 aforesaid; thence by said title line South 60 degrees 34 minutes West 91.00 feet to the first mentioned point and place of beginning.

BEING Tax Parcel No.: 33-4-85.4

BEING the same premises which Harold E. Krauser, Jr. and Carol M. Krauser, his wife, by Indenture bearing date 11/25/1977 and recorded 12/1/1977 in the Office of the Recorder of Deeds, in and for the County of CHESTER in Record Book C-52 page 488 etc., granted and conveyed unto HAROLD E. KRAUSER, JR. and CAROL M. KRAUSER, in fee.

TITLE TO SAID PREMISES IS VESTED IN MICHELLE GORDON AND ANDREW MARTIN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON BY DEED FROM HAROLD E. KRAUSER, JR. AND CAROL M. KRAUSER, HUSBAND AND WIFE, DATED JULY 28, 2006 RECORDED AUGUST 16, 2006 IN BOOK NO.6927 PAGE 821

TO BE SOLD AS PROPERTY OF: MICHELLE GORDON AND ANDREW MARTIN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

PLAINTIFF: Deutsche Bank National Trust Company

VS

DEFENDANT: **Andrew Martin & Michelle Gordon a/k/a Michelle E. Gordon**

SALE ADDRESS: 525 West Uwchlan Avenue, Downingtown, PA 19335

PLANTIFF ATTORNEY: **RAS CITRON, LLC 855-225-6906**

SALE NO. 20-6-299

Writ of Execution No. 2020-00463

DEBT \$91,366.79

ALL THAT CERTAIN lot or tract of land, composed of seven lots known and designated as Lot, 30, 31, 32, 33, 34, 35, and 36. Section "C" on a plan of lots known as "Pleasant View", West Coatesville Pennsylvania in Plan Book I Page 45 Situate in the Township of Valley. County of Chester, and Commonwealth of Pennsylvania, more particularly described and bounded as follows:

BEGINNING at a point at the Northeast comer of Lot #30 which point is 135 feet South from the Southwest comer of Kirby Street and Prospect Avenue; thence Westwardly along the Southside of a 15 foot wide alley 141 feet to the East side of a 15 foot wide alley known as Boundary Street; thence Southwardly along the East side of said 15 feet wide alley known as West Boundary Street a/k/a Birch Street 210 feet to a point at the N01thwest comer of Lot #37; thence Eastwardly along the line of said Lot #37 153.5 feet to a point at the West side of Prospect Avenue; thence Northwardly along the West side of Prospect Avenue 210 feet to the place of beginning.

BOUNDED on the North by a 15 foot wide alley; on the East by the West side of Prospect Avenue; on the South by Lot #37 and on the West by a 15 foot wide alley known as West Boundary Street.

CONTAINING 30, 922 square feet of

land, more or less.

BEING KNOWN AS: 11 PINE STREET COATESVILLE, PA 19320

PROPERTY ID: 3805F02110000

Tax Parcel No. 38-5F-211

TITLE TO SAID PREMISES IS VESTED IN STEVEN A. SHORT JR., AND LUCY SHORT, HIS WIFE, AS TENANTS BY THE ENTIRETIES BY DEED FROM HORACE N. DIDAVIDE AND GLORIA JUNE DIDAVIDE, HIS WIFE, DATED 07/29/1988 RECORDED 08/04/1988 IN BOOK NO. 1237 PAGE 468

TO BE SOLD AS PROPERTY OF: STEVEN A. SHORT JR., AND LUCY SHORT, HIS WIFE, AS TENANTS BY THE ENTIRETIES

PLAINTIFF: Wilmington Trust National Association, as Trustee for Bear Stearns Asset Backed Securities I Trust 2005-CL1, Asset Backed Certificates, Series 2005-CL1

VS

DEFENDANT: **Steven A. Short, Jr A/K/A Steven A. Short & Lucy Short A/K/A L. Short**

SALE ADDRESS: 11 Pine Street, Coatesville, PA 19320

PLANTIFF ATTORNEY: **RAS Citron LLC 855-225-6906**

SALE NO. 20-6-307

Writ of Execution No. 2019-01236

DEBT \$339,420.93

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the Township of Uwchlan, County of Chester, Commonwealth of Pennsylvania, bounded and described according to a

Subdivision Plan of Marchwood West, Section II, made by Henry S. Conrey, Inc., dated 11/04/1969 and last revised 05/09/1970, as follows, to wit:

BEGINNING at a point on the Northerly side of Devon Drive (50 feet wide) said point being measured the three following courses and distances from a point of curve on the Easterly side of Noel Circle (50 feet wide): (1) leaving Noel circle on the arc of a circle curving to the left, with a radius 25 feet, the arc distance of 39.27 feet to a point of tangent on the Northerly side of Devon Drive (the remaining two courses and distances being measure along same); (2) South 79 degrees 43 minutes 9 seconds East, 78.02 feet to a point of curve; and (3) on the arc of a circle curving to the left with a radius of 475.94 feet, the arc distance of 17.03 feet to the place of beginning; thence extending from said beginning point along Lot No. 99, North 8 degrees 13 minutes 49 seconds East, 193.76 feet to a point in line of Lot No. 98; thence along Lot No. 98 North 71 degrees 59 minutes 35 seconds East, 47.08 feet to a point in line of Lot No. 143 in Section VI of "Marchwood"; thence along Lots Numbered 143, 142 and 141 in Section VI of "Marchwood", South 25 degrees 37 minutes 30 seconds East 222.35 feet to a point of curve on the Northerly side of Devon Drive; thence along same on the arc of a circle curving to the right with a radius of 475.94 feet, the arc distance of 169.66 feet to the first mentioned point and place of beginning.

BEING Lot No. 100 on said Plan.

UPI No. 33-5J-324

BEING the same premises which Michael Petlakh and Anna Vaynblat, husband and wife, by Deed dated 05/24/2002 and recorded 06/18/2002 in the Office of the Recorder of Deeds in and for the county of Chester in Record Book 5308, Page 110, granted and con-

veyed unto Anna Vaynblat.

BEING KNOWN AS: 383 DEVON DRIVE EXTON, PA 19341

PROPERTY ID: 33-05J-0324

TITLE TO SAID PREMISES IS VESTED IN JEFFREY R. LARISON BY DEED FROM ANNA VAYNBLAT, DATED 4/28/2017 RECORDED 5/4/2017 IN BOOK NO. 9535 PAGE 428

TO BE SOLD AS PROPERTY OF: JEFFREY R. LARISON

PLAINTIFF: Newrez LLC

VS

DEFENDANT: **Jeffrey R. Larison**

SALE ADDRESS: 383 Devon Drive, Exton, PA 19341

PLANTIFF ATTORNEY: **RAS Citron LLC 855-225-6906**