

# Adams County Legal Journal

Vol. 58

February 17, 2017

No. 41, pp. 238-243

## IN THIS ISSUE

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



75 years of  
investing  
experience  
from your  
hometown  
bank.

**Christy Settle**  
Trust Officer

**Karen Arthur**  
Senior Trust Officer

**Mark Bernier, CFA**  
Investment Officer

**Debra Little, ChFC®**  
Trust Officer

**Contact a local Trust Officer today and  
start investing with experience.**

**Karen Arthur**  
Senior Trust Officer  
717.339.5062  
karthur@acnb.com

**Christy Settle**  
Trust Officer  
717.339.5058  
csettle@acnb.com

**Debra Little, ChFC®**  
Trust Officer  
717.339.5218  
dlittle@acnb.com

Not FDIC-Insured • May Lose Value • Not Bank Guaranteed • Not a Deposit • Not insured by any federal government entity



Designated for the Publication of Court and other Legal Notices. Published weekly by Adams County Bar Association, John W. Phillips, Esq., Editor and Business Manager.

Business Office – 117 BALTIMORE STREET, ROOM 305, GETTYSBURG, PA 17325-2313. Telephone: (717) 334-1553

Copyright© 1959 by Wm. W. Gaunt & Sons, Inc., for Adams County Bar Association, Gettysburg, PA 17325.

All rights reserved.

IN THE COURT OF  
COMMON PLEAS OF  
ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION LAW  
Number 16-S-403

CIT Bank, N.A.

vs.

John L. Smith

NOTICE OF SHERIFF'S SALE OF  
REAL PROPERTY

To: Unknown Surviving Heirs of John L. Smith

Your house (real estate) at **2224 Hunterstown Hampton Road, New Oxford, Pennsylvania 17350** is scheduled to be sold at Sheriff's Sale on **May 19, 2017 at 10:00 a.m.** at the Sheriffs Office of Adams County, Courthouse Room 4, 111-117 Baltimore Street, Gettysburg, PA 17325 to enforce the court judgment of \$111,646.29 obtained by CIT Bank, N.A. against the above premises.

NOTICE OF OWNER'S RIGHTS  
YOU MAY BE ABLE TO PREVENT  
THIS SHERIFF'S SALE

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be canceled if you pay to CIT Bank, N.A. the back payments, late charges, costs, and reasonable attorney's fees due. To find out how much you must pay, you may call McCabe, Weisberg and Conway, P.C., Esquire at (215) 790-1010.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See the following notice on how to obtain an attorney.)

YOU MAY STILL BE ABLE TO SAVE  
YOUR PROPERTY AND YOU HAVE  
OTHER RIGHTS EVEN IF THE  
SHERIFF'S SALE DOES TAKE PLACE

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling McCabe, Weisberg and Conway, P.C., Esquire at (215) 790-1010.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due on the sale. To find out if this has happened, you may call McCabe, Weisberg and Conway, P.C. at (215) 790-1010.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within thirty (30) days of the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed schedule of distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of the schedule of distribution.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE  
ASSOCIATION DE LICENCIADOS

Donald Fennimore  
Court Administrator  
Adams County Courthouse  
117 Baltimore Street  
Gettysburg, Pennsylvania 17325  
(717) 337-9846

McCabe, Weisberg & Conway, P.C.  
Attorneys for Plaintiff  
123 S. Broad Street  
Suite 1400  
Philadelphia, PA 19109  
215-790-1010

02/17

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

1. The enforceability of settlement agreements is determined according to principles of contract law.

2. For a contract to be enforceable, the nature and extent of the mutual obligations must be certain, and the parties must have agreed on the material and necessary details of their bargain.

3. An offeree's power to accept is terminated by (1) a counter-offer by the offeree; (2) a lapse of time; (3) a revocation by the offeror; or (4) death or incapacity of either party.

4. A reply to an offer, though purporting to accept it, which adds qualifications or requires performance of conditions, is not an acceptance but is a counter-offer.

5. When a counter-offer is made, the original offer becomes a nullity. As such, when Defendants made Plaintiff a counter-offer, they lost their ability to accept Plaintiff's original offer. Plaintiff, as legally allowed, chose not to accept Defendants' counter-offer.

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY,  
PENNSYLVANIA, CIVIL 2015-S-949, JEFFREY T. BRUCHEY,  
d/b/a KEYTERRA FARMS V. DARREN AND KRISTEN  
HOLTZOPLE, AND JERRED AND VICTORIA HOLTZOPLE.

Adam C. Zei, Esq., Attorney for Plaintiff

Barbara J. Entwistle, Esq., Attorney for Defendants

Wagner, J., February 1, 2017

## MEMORANDUM OPINION

Before this Court for disposition is Defendants' Petition to Enforce Settlement Agreement filed on August 16, 2016. For the reasons set forth herein, Defendants' Petition to Enforce Settlement Agreement is denied.

### BACKGROUND

On August 11, 2015, Plaintiff filed a Complaint alleging in count one, breach of contract, and count two, unjust enrichment. Plaintiff filed an Amended Complaint also alleging breach of contract and unjust enrichment on October 13, 2015. On January 4, 2016, Defendants filed an Answer to Amended Complaint, New Matter, and Counter-Complaint. Plaintiff filed Plaintiff's Answer to Defendants' New Matter Counterclaim on January 26, 2016.

On March 21st 2016, defense counsel emailed plaintiff's counsel an offer to settle all claims amongst the parties.<sup>1</sup> On March 30, 2016, plaintiff's counsel responded, via email, that his client "was inclined to accept the general terms of the settlement but wanted a little bit of time to work out the logistics of working that harvest into the 2016 schedule."<sup>2</sup> Email correspondence between counsel continued until May 10, 2016 when plaintiff's counsel proposed a counter-offer. The counter-offer provided Defendants two options: "Option 1 – A two-year lease with the first year being no cost to my client and the second having my client pay \$100/acre for the right to farm. Option 2 – one year lease in accordance with the terms proposed by your clients with your clients paying for legal fees associated with this matter."<sup>3</sup> Counsel for defendants responded "Option 2 would be acceptable IF your client pays for your fees and my clients pay for my fees.... Do we have an agreement on Option 2 with each client paying his/her/their own attorneys fees...."<sup>4</sup>

On June 9, 2016, plaintiff's counsel stated his client wanted to pursue litigation unless Defendants accepted one of his two counteroffers.<sup>5</sup> Thereafter, on June 15, 2016, counsel for defendants

---

<sup>1</sup> See Defendants' Exhibit 1, attached to Defendants' Petition to Enforce Settlement Agreement.

<sup>2</sup> Defendants' Exhibit 3.

<sup>3</sup> Defendants' Exhibit 7.

<sup>4</sup> **Id.**

<sup>5</sup> Defendants' Exhibit 10.

responded her “clients accept Mr. Bruchey’s offer to settle. They agree to a lease for this year and next. That’s two crop years. After that he is done. No planting new crops that would extend into a third year.”<sup>6</sup> Plaintiff’s counsel replied “Good to hear. My client is in agreement with that, I will have the settlement draft prepared and sent over to your office for review so we can put this thing to bed.”

On July 6, 2016, plaintiff’s counsel emailed a copy of the Mutual Release and Settlement Agreement for Defendants review.<sup>8</sup> Then, on July 12, 2016, defense counsel requested three modifications to the agreement and indicated her clients would sign the agreement once those changes were completed.<sup>9</sup> Plaintiff’s counsel made the requested changes and sent the document back to defense counsel on July 12, 2016.<sup>10</sup> Two days later, defense counsel returned the Mutual Release and Settlement Agreement signed by the four defendants.<sup>11</sup> On July 28, 2016, plaintiff’s counsel informed defense counsel his client “is not amenable to settling this case....” and asked to meet to discuss the matter further.<sup>12</sup>

Thereafter, on August 16, 2016, Defendants filed a Petition to Enforce Settlement Agreement. Plaintiff filed Respondent’s Answer in Opposition to Petition to Enforce Settlement Agreement on September 6, 2016. On October 26, 2016, this Court held a pre-trial conference on the matter.

---

<sup>6</sup> **Id.** See also Defendants’ Exhibit 11.

<sup>7</sup> Defendants’ Exhibit 11. Counsel for the parties agreed Plaintiff’s counsel would prepare the settlement document. See Defendants’ Exhibit 4, 5a, 11.

<sup>8</sup> Defendants’ Exhibit 12, 13.

<sup>9</sup> Defendants’ Exhibit 14. The first modification requested a change of address for two of the Defendants. **Id.** The second modification asked for the following language to be added to the background section, “Whereas Defendants filed an Answer to Plaintiff’s Amended Complaint including New Matter; Affirmative Defenses, and a Counter Complaint against Plaintiff on January 4, 2016.” **Id.** The final change dealt with the language in paragraph two of the Mutual Release and Settlement Agreement. Initially, the relevant part of paragraph two stated “Plaintiff shall have exclusive rights and sole discretion to farm the above-described land and collect and dispose of its crops upon each harvest.” **Id.** See also Defendants’ Exhibit 13, p. 2, para. 2. Defense counsel wanted this language added to the above referenced sentence, “through December 31, 2017. Plaintiff will make no claim for any way-going crops and will harvest no crops after December 31, 2017.” Defendants’ Exhibit 14.

<sup>10</sup> Defendants’ Exhibit 14. See also Defendants’ Exhibit 15, the revised Mutual Release and Settlement Agreement.

<sup>11</sup> Defendants’ Exhibit 16.

<sup>12</sup> Defendants’ Exhibit 18.

On November 7, 2016, Defendants filed a Motion to Amend Petition and Supplemental Documents Relevant to Petitioner's Petition to Enforce Settlement Agreement. On November 28, 2016, Defendants filed Brief in Support of Petition to Enforce/Confirm Settlement arguing they accepted Plaintiff's May 10, 2016 offer in their June 15, 2016 email. They contend the modifications requested in the July 12, 2016 email did not change the terms of the agreement but simply "clarifie[d] the way-going crop issue settled on June 15, 2016." Brief in Support of Petition to Enforce/Confirm Settlement at para. 14, 18. That same day, Plaintiff filed Plaintiff's Reply Brief in Opposition to Defendants' Petition to Enforce Settlement Agreement. Therein, Plaintiff asserted defense counsel's June 15th response was actually a counter offer since "[the] correspondence contain[ed] additional terms pertaining to the length of the agreement and limitations to be placed upon Plaintiff regarding the planting of new crops . . . ." Plaintiff's Reply Brief in Opposition to Defendants' Petition to Enforce Settlement Agreement at three.

### LEGAL STANDARD

"The enforceability of settlement agreements is determined according to principles of contract law." *Krebs v. United Ref. Co. of Pennsylvania*, 893 A.2d 776, 783 (Pa. Super. 2006) (citing *Yaros v. Tr. of the Univ. of Pennsylvania*, 742 A.2d 1118, 1122 (Pa. Super. 1999)). "There is an offer . . . acceptance, and consideration . . ." *Step Plan Services, Inc. v. Koresko*, 12 A.3d 401, 409 (Pa. Super. 2010). "Where a settlement agreement contains all of the requisites for a valid contract, a court must enforce the terms of the agreement." *Id.*

"[F]or a contract to be enforceable, the nature and extent of the mutual obligations must be certain, and the parties must have agreed on the material and necessary details of their bargain." *Krebs*, 893 A.2d at 783 (citing *Peck v. Delaware Cnty. Bd. of Prison Inspectors*, 814 A.2d 185, 191 (Pa. 2002)). "An offeree's power to accept is terminated by (1) a counter-offer by the offeree; (2) a lapse of time; (3) a revocation by the offeror; or (4) death or incapacity of either party." *Step Plan Services*, 12 A.3d at 409. "If a reply does not unequivocally accept the terms of an offer, then no contract is formed." *Delaware River Preservation Co., Inc. v. Miskin*, 923 A.2d 1177, 1181-82 (Pa. Super. 2007) "[A] reply to an offer, though purporting to accept it, which adds qualifications or requires

performance of conditions, is not an acceptance but is a counter-offer.” *Hadden v. Lupinsky*, 176 A.2d 406, 408 (Pa. 1962) (citing *Eastern Electric Sales Co. Inc., v. Provident Tradesmens Bank & Trust Co.*, 162 A.2d 215, 218 (1960)) (internal quotations omitted). “A counter-offer terminates the original offer . . . .” *Mazzella v. Koken*, 739 A.2d 531, 535 (Pa.1999) (citing *Yarnall v. Almy*, 703 A.2d 535, 539 (Pa. Super. 1997)).

## DISCUSSION

Plaintiff presented Defendants an offer via email on May 10, 2016. In Defendants’ July 12, 2016 email, counsel requested three changes to the Mutual Release and Settlement Agreement.<sup>13</sup> Defense counsel indicated those changes needed to be completed before her clients would sign the document. Contrary to Plaintiff’s contention, the language “Plaintiff will make no claim for any way-going crops and will harvest no crops after December 31, 2017” is not a clarification of Plaintiff’s original offer, but an additional term/condition. Plaintiff’s original offer did not address way-going crops or his willingness to waive any future claims to them. Therefore, Defendants’ email acted as a counter-offer. See *Hadden*, 176 A.2d at 408 (“A reply to an offer, though purporting to accept it, which adds qualifications or requires performance of conditions, is not an acceptance but is a counter-offer.”)(citing *Eastern Electric Sales*, 162 A.2d at 218)) (internal quotations omitted). When a counter offer is made, the original offer becomes a nullity. See *Mazzella*, 739 A.2d at 535 (citing *Yarnall*, 703 A.2d at 539). As such, when Defendants made Plaintiff a counter-offer, they lost their ability to accept Plaintiff’s original offer. Plaintiff, as legally allowed, chose not to accept Defendants’ counter-offer.

Additionally, as Plaintiff asserts, there was never a meeting of the

---

<sup>13</sup> The first two modification requests were minor, administrative changes. However, the third request was much more substantial in nature. Defense counsel wanted this language added “through December 31, 2017. Plaintiff will make no claim for any way-going crops and will harvest no crops after December 31, 2017.” See Defendants’ Exhibit 14. With those modifications added the sentences read as follows, “Plaintiff shall have exclusive rights and sole discretion to farm the above-described land and collect and dispose of its crops upon each harvest through December 31, 2017. Plaintiff will make no claim for any way-going crops after December 31, 2017. Defendants’ Exhibit 15, the revised version of the Mutual Release and Settlement Agreement. (emphasis added)

minds or mutual assent relating to Plaintiff waiving his right to the way-going crops. Noticeably absent from any of the emails is an agreement by Plaintiff to waive future rights to the way-going crops. “[F]or a contract to be enforceable, the nature and extent of the mutual obligations must be certain, and the parties must have agreed on the material and necessary details of their bargain.” **Krebs**, 893 A.2d at 783 (citing **Peck**, 814 A.2d at 191).

Finally, the fact plaintiff’s counsel prepared and revised the Mutual Release and Settlement Agreement in accordance with defense counsel’s modifications does not establish his client’s acceptance of those changes. The course of conduct between the parties up to this point was for plaintiff’s counsel to prepare the documents. The ultimate decision on whether to accept Defendants’ counter-offer was his client’s and he chose not to, as evidenced by his failure to sign the revised Mutual Release and Settlement Agreement.

Based on the foregoing analysis, there is no settlement agreement for this Court to enforce.

Accordingly, the attached Order is entered.

#### ORDER OF COURT

AND NOW, this 1st day of February, 2017, in consideration of Defendant’s Petition to Enforce Settlement Agreement, filed August 16, 2016 and for the reasons set forth in the attached Opinion, said Petition to Enforce Settlement Agreement is hereby denied.

## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, March 17, 2017 at 10:00 AM in the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, PA 17325 the following real estate, viz. :

**No. 15-SU-100****BANK OF NEW YORK MELLON, AS TRUSTEE FOR CIT HOME EQUITY LOAN TRUST 200**

vs.

**CLARENCE R. ALTICE, WENDY S. ALTICE**

PROPERTY ADDRESS: 139 GROUND OAK CHURCH ROAD, GARDNERS, PA 17324

By virtue of the writ of execution  
No. 15-SU-100

The Bank of New York Mellon, as Trustee for CIT Home Equity Loan Trust 2003-1 vs.

Clarence R. Altice Wendy S. Altice  
Being known and number as 1  
39 Ground Oak Church Road,  
Gardners, PA 17324

in Huntington Township, County of Adams, Commonwealth of Pennsylvania Parcel No. 22-G04-0115  
Improvements: Residential Dwelling  
Judgment Amount: \$142,663.35  
Attorney: Richard M. Squire & Associates, LLC Bradley J. Osborne, Esquire  
115 West Avenue, Suite 104,  
Jenkintown, PA 19046  
Phone: 215-886-8790

**No. 15-TL-585****ABBOTTSTOWN-PARADISE JOINT SEWER AUTHORITY**

vs.

**BRENDA LEE AVEY**

PROPERTY ADDRESS: 130 COUNTRY CLUB R.D., ABBOTTSTOWN, PA 17301

By virtue of Writ of Execution  
No. 2015-TL-585

ABBOTTSTOWN-PARADISE JOINT SEWER AUTHORITY vs.

BRENDA L. AVEY

130 COUNTRY CLUB ROAD  
ABBOTTSTOWN, PA 17301  
ABBOTTSTOWN BOROUGH  
Parcel ID Number: 01-004-0075-000  
IMPROVEMENTS THEREON:  
Residential Dwelling JUDGMENT  
AMOUNT: \$2,303.60

Attorneys for Plaintiff

Sharon E. Myers, Esquire CGA Law  
Firm 135 North George Street  
York, PA 17401  
717-848-4900

**No. 16-SU-953****PNC BANK, NATIONAL ASSOCIATION**

vs.

**RUSSELL JOSEPH BAUGHMAN**

PROPERTY ADDRESS: 390 SMITH ROAD, GETTYSBURG, PA 17325  
By virtue of Writ of execution

No. 16-SU-953

PNC Bank, National Association  
Plaintiff

vs. RUSSELL J. BAUGHMAN,  
Defendant

ALL THAT CERTAIN LOT OF LAND  
SITUATE IN STRABAN TOWNSHIP,  
ADAMS COUNTY, PENNSYLVANIA:  
BEING KNOWN AS

390 Smith Rd.,

Gettysburg, PA 17325

PARCEL NUMBER: 38G12-0014A-000

IMPROVEMENTS: Residential Property

Attorney: UDREN LAW OFFICES,P.C.

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

**No. 16-SU-943****PENNYMAC LOAN SERVICES, LLC**

vs.

**JOHN JEFFREY BERCHOCK,****PAMELA DAWN BERCHOCK**

PROPERTY ADDRESS: 1077 PINE GROVE ROAD, HANOVER, PA 17331

By virtue of a Writ of Execution

No. 2016-S-943 Pennymac Loan

Services, LLC

vs.

John J. Berchock a/k/a John Jeffrey

Berchock Pamela D. Berchock

owner(s) of property situate in the

UNION TOWNSHIP, ADAMS COUNTY,

PENNSYLVANIA, being 1077 Pine

Grove Road, Hanover, PA 17331

Parcel No. 41K18-0055 (Acreage or  
street address)

Improvements thereon: RESIDENTIAL

DWELLING

Judgment Amount: \$154,464.16

Attorneys for Plaintiff

Phelan, Hallinan, Diamond & Jones,

LLP

**No. 16-SU-1038****NATIONSTAR MORTGAGE, LLC**

vs.

**ADRIAN C. BUCCHIONI**

PROPERTY ADDRESS: 20 EWELL DRIVE, EAST BERLIN, PA 17316

By virtue of Writ of Execution

No. 16-S-1038 NATIONSTAR

MORTGAGE, LLC vs.

ADRIAN C. BUCCHIONI

20 Ewell Drive East Berlin, PA 17316

Parcel No: 36102-0048-000

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING JUDGMENT

AMOUNT: \$209,355.60

## Attorneys for Plaintiff

**No. 16-SU-445****THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION f/k/a TH**

vs.

**DONALD E. COOL, SR., GAIL T. HUFF**

PROPERTY ADDRESS: 1906

CARROLLS TRACT ROAD,

ORRTANNA, PA 17353

The Bank of New York Mellon Trust

Company, National Association f/k/a

The Bank of New York Trust Company,

N.A. as successor to JPMorgan Chase

Bank, as Trustee for Residential Asset

Securities Corporation, Home Equity

Mortgage Asset-Backed Pass Through

Certificates Series 2004-KS3c/o Ocwen

Loan Servicing, LLC

vs.

Donald E. Cool, Sr a/k/a Donald E. Cool

Gail T. Huff

C.C.P. ADAMS COUNTY NO. 16-SU-

445 JUDGMENT AMOUNT: \$ 59,597.76

PROPERTY ADDRESS: 1906 Carrolls

Tract Road, Orrtanna, PA 17353

PARCEL ID NUMBER: 20C12-0048-000

ALL that tract of land lying and situate

in Hamiltonban Township, Adams

County, Pennsylvania, with

improvements thereon consisting of

Residential Real Estate

BEING the same premises which Goldie

I. Huff, Mother by Deed dated January

26, 2004 and recorded March 11, 2004

in the Office of the Recorder of Deeds

in and for Adams County in Deed Book

3493, Page 61, granted and conveyed

unto Goldie I. Huff and Gail

T. Huff, her Daughter and Donald E.

Cool, Sr., Son in Law, as Joint Tenants

with Right of Survivorship in fee simple.

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

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

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

James W. Muller

Sheriff of Adams County

www.adamscounty.us

2/17, 2/24 & 3/03

## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, March 17, 2017 at 10:00 AM in the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, PA 17325 the following real estate, viz. :

**No. 15-SU-1480**

**DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE, FOR NEW CENTURY HOME EQUITY LOAN TRUST**

**vs.****JOHN D. CURTIS**

PROPERTY ADDRESS: 236 NARROW DRIVE, HANOVER, PA 17331

By virtue of Writ of Execution

No. 15-SU-1480

Plaintiff,

Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2006-2,

vs.

John D. Curtis 236 Narrow Drive

Hanover, PA 17331 Conewago

Township Parcel No.: 08L160006-000

Improvements thereon: Residential Dwelling Judgment amount:

\$154,247.60

Millstead & Associates, LLC

By: Robert W. Williams, Esquire ID No.

315501 1 E. Stow Road Marlton, NJ

08053

(856) 482-1400

Attorney for Plaintiff

**No. 16-SU-771****WELLS FARGO BANK, NA****vs.****JOYCE E. DEBOW**

PROPERTY ADDRESS: 38 PRINCE STREET, LITTLESTOWN, PA 17340

By virtue of a Writ of Execution

No. 16-SU-771

Wells Fargo Bank, NA

vs.

Joyce E. Debow

owner(s) of property situate in the LITTLESTOWN BOROUGH, ADAMS County, Pennsylvania, being 38 Prince Street, Littlestown, PA 17340-1323

Parcel No. 27008-0110-000

(Acreage or street address)

Improvements thereon: RESIDENTIAL

DWELLING JudgmentAmount:

\$157,618.95

Attorneys for Plaintiff

Phelan, Hallinan, Diamond & Jones,

LLP

**No. 16-SU 832**

**PNC BANK, NATIONAL ASSOCIATION**

**vs.****LONNIE A. DIAZ, SANDI L. DIAZ**

PROPERTY ADDRESS: 17 OXWOOD

CIRCLE, NEW OXFORD, PA 17350

By Virtue of Writ of execution

16-SU-832

PNC Bank, National Association

Plaintiff

vs.

LONNIE A. DIAZ A/K/A ALFONSO L.

DIAZ, SANDI L. DIAZ

all that certain lot of land situate in

borough of New Oxford, Adams

County, Pennsylvania: being known as

17 Oxwood Circle

New Oxford, PA 17350 PARCEL

NUMBER: 34-0070093

JUDGEMENT: 129,377.33

IMPROVEMENTS: Residential Property

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

**No. 16-SU-1006****M&T BANK****vs.****LOIS MARIE DOYLE**

PROPERTY ADDRESS: 104 WILLOW

STREET, YORK SPRINGS, PA 17372

By virtue of Writ of Execution

No. 16-SU-1006

M&T Bank

vs.

Lois Marie Doyle, 850 Myerstown Road,

Gardners, PA 17324, Huntingdon

Township,

Parcel No. 22002-0001-000.

Improvements thereon consisting of a

Residential Dwelling, sold to satisfy

judgment in the amount of \$109,248.37.

Attorneys for Plaintiff:

Jessica N. Manis, Esquire Stern &

Eisenberg, PC 1581 Main Street, Suite

200 The Shops at Valley Square

Washington, PA 18976

Phone: (215) 572-8111

**No. 15-SU-784**

**CHRISTINA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, as Indenture Trustee, for the CSMC**

**vs.**

**RAYMOND F. FARBER, KAREN L. KOELLE-FARBER**

PROPERTY ADDRESS: 40 MILL ROAD,

BIGLERVILLE, PA 17307

By virtue of Writ of Execution

No. 15-SU-784

Christiana Trust, a division of

Wilmington Savings Fund Society, FSB,

as indenture trustee, for the CSMC

2014-RPL3 Trust, Mortgage-Backed

Notes, Series 2014-RPL3,

Plaintiff, vs.

Raymond F. Farber, Karen L. Koelle-Farber

40 Mill Rd

Biglerville, PA 17307 Butler Township

Parcel No.: 07-EOS-0047

Improvements thereon: Residential

Dwelling Judgment amount:

\$176,876.21

Attorney for Plaintiff Milstead &

Associates, LLC

By: Robert W. Williams, Esquire ID No.

315501 1 E. Stow Road Marlton, NJ

08053 (856) 482-1400

**No. 16-SU-983****CITIMORTGAGE, INC.****vs.**

**CHRISTINE L. GARRETT, DAVID F. GARRETT**

PROPERTY ADDRESS: 406

RACETRACK ROAD, ABBOTTSTOWN,

PA 17301

By virtue of a Writ of Execution

No. 16-SU-983 CitiMortgage, Inc.

vs.

Christine L. Garrett, David F. Garrett

Owner(s) of property situate in the

BERWICK TOWNSHIP, ADAMS

COUNTY, Pennsylvania, being 406

Racetrack Road, Abbottstown, PA

17301-9518

Parcel No. 04K1L-0097

(Acreage or street address)

Improvements thereon: RESIDENTIAL

DWELLING JudgmentAmount:

\$132,885.74

Attorneys for Plaintiff

Phelan, Hallinan, Diamond & Jones,

LLP

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

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

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

James W. Muller

Sheriff of Adams County

www.adamscounty.us

2/17, 2/24 & 3/03

## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, March 17, 2017 at 10:00 AM in the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, PA 17325 the following real estate, viz. :

**No. 16-SU-811**  
**WELLS FARGO BANK, NA**  
 vs.

**ANTHONY M. GASKILL**  
 PROPERTY ADDRESS: 318 HANOVER STREET, NEW OXFORD, PA 17350  
 By virtue of a Writ of Execution  
 No. 16-SU-811  
 Wells Fargo Bank, NA  
 vs.  
 Anthony M. Gaskill  
 owner(s) of property situate in the OXFORD TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA, being 318 Hanover Street, New Oxford, PA 17350-9524 Parcel No. 35008-0078 (Acreage or street address)  
 Improvements thereon: RESIDENTIAL DWELLING Judgment Amount: \$93,781.48  
 Attorneys for Plaintiff  
 Phelan, Hallinan, Diamond & Jones, LLP

**No. 16-SU-895**  
**WELLS FARGO BANK, NA**  
 vs.

**MARK E. GILLS, SARAH L. GILLS**  
 PROPERTY ADDRESS: 440 MOUNT HOPE ROAD, FAIRFIELD, PA 17320  
 By virtue of a Writ of Execution  
 No. 16-SU-895  
 Wells Fargo Bank, NA  
 vs.  
 Mark E. Gills, Sarah L. Gills  
 Owner(s) of property situate in the HAMILTONBAN TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA, being 440 Mount Hope Road Fairfield, PA 17320-9440  
 Parcel No. 18C14-0028 (Acreage or street address)  
 Improvements thereon: RESIDENTIAL DWELLING Judgment Amount: \$113,379.21  
 Attorneys for Plaintiff  
 Phelan, Hallinan, Diamond & Jones, LLP

**No. 12-SU-839**  
**BANK OF NEW YORK MELLON FKA BANK OF NEW YORK**  
 vs.

**STEPHEN A GLASSMAN**  
 PROPERTY ADDRESS: 749 DICKS DAM ROAD, NEW OXFORD, PA 17350  
 By virtue of a Writ of Execution  
 No. 12-SU-839  
 The Bank of New York Mellon f/k/a The Bank of New York Successor Trustee to JPMorgan Chase Bank, NA, as Trustee for The Structured Asset Mortgage Investments II Trust, Mortgage Pass-Through Certificates, Series 2006-Ar7  
 vs.  
 Stephen A. Glassman  
 owner(s) of property situate in the TOWNSHIP OF HAMILTON, ADAMS COUNTY, PENNSYLVANIA, being 749 Dicks Dam Road, New Oxford, PA 17350-9164 Parcel No. 17: J09-0099 (Acreage or street address)  
 Improvements thereon: RESIDENTIAL DWELLING Judgment Amount: \$556,540.15  
 Attorneys for Plaintiff  
 Phelan, Hallinan, Diamond & Jones, LLP

**No. 16-SU-455**  
**SPRINGLEAF FINANCIAL SERVICES, INC.**  
 vs.

**CHRISTINE A. HECKENDORN, JAMES E. HECKENDORN, JR.**  
 property address: 77 Chapel Road Ext, Gettysburg, PA 17325  
 By virtue of Writ of Execution  
 No.: 16-S-455  
 Springleaf Financial Services, Inc. (Plaintiff)  
 vs.  
 Christine A. Heckendorn and James E. Heckendorn (Defendant)  
 Property Address: 77 Chapel Road Extension, Gettysburg, PA 17325  
 Parcel 1.D. No.: 09EI 7-0066H-OOO  
 Improvements thereon of the residential dwelling. Judgment Amount: \$162,548.42  
 Attorney for Plaintiff:  
 Stephen M. Hladik, Esquire, Hladik, Onorato & Federman, LLP 298 Wissahickon Avenue North Wales, PA 19454

**No. 15-SU-680**  
**WELLS FARGO BANK, NA**  
 vs.

**WALTER LEROY HOOD, JR., TONYA R. HOOD**  
 PROPERTY ADDRESS: 209 MAIN STREET, MCSHERRYSTOWN, PA 17344  
 By virtue of the writ of execution  
 No. 15-SU-680 LSF9 Master Participation Trust  
 vs.  
 Tonya R. Hood, Walter L. Hood, Jr.  
 Being known and number as 209 Main Street, McSherrystown, PA 17344 in McSherrystown Borough, County of Adams, Commonwealth of Pennsylvania  
 Parcel No. 28-002-0119-000  
 Improvements: Residential Dwelling  
 Judgment Amount: \$161,839.64  
 Attorney:  
 Richard M. Squire & Associates, LLC  
 Bradley J. Osborne, Esquire  
 115 West Avenue, Suite 104, Jenkintown, PA 19046  
 Phone: 215-886-8790

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

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

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

James W. Muller  
 Sheriff of Adams County  
 www.adamscounty.us  
 2/17, 2/24 & 3/03

## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, March 17, 2017 at 10:00 AM in the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, PA 17325 the following real estate, viz. :

**No. 16-SU-133**  
**QUICKEN LOANS INC.**

vs.  
**KRISTINE A. HUFF, JEFFREY F. HUFF**  
PROPERTY ADDRESS: 511 LAKE MEADE DRIVE, EAST BERLIN, PA 17316  
By virtue of Writ of Execution  
No. 16-SU-133  
QUICKEN LOANS INC.  
vs.  
KRISTINE A. HUFF & JEFFREY F. HUFF  
511 Lake Meade Drive East Berlin, PA 17316

Parcel No: 36-114-0042-000  
(Acreage or street address)  
IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING JUDGMENT  
AMOUNT: \$147,187.90  
Attorneys for Plaintiff  
KML Law Group, P.C.

**No. 16-SU-772**  
**MERIDIAN BANK**

vs.  
**RYAN D. KEENEY**  
PROPERTY ADDRESS: 6 WINTER TRAIL, FAIRFIELD, PA 17320  
By virtue of Writ of execution  
No 16-SU-772  
Meridian Bank vs.  
Ryan D. Keeney,  
6 Winter Trail, Fairfield,  
Carroll Valley Borough, Pennsylvania,  
Parcel No. 43-034-0170.  
Improvements thereon of the residential dwelling or lot.  
Judgment dated September 19, 2016 in the principal amount of \$174,078.54 plus interest  
\$3,254.58 (through 11/21/2016) and costs.

Attorney for Plaintiff, Laurence A. Mester, Mester & Schwartz, P.C.,  
1333 Race Street,  
Philadelphia, PA 19107,  
(267) 909-9036.

**No. 16-SU-543**  
**FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE")**

vs.  
**LISA M. KNIGHT**  
PROPERTY ADDRESS: 44 MAPLE DRIVE, HANOVER, PA 17331  
By virtue of Writ of Execution No.:  
2016-SU-0000543 Plaintiff:  
Federal National Mortgage Association ("Fannie Mae")  
vs.  
Defendant(s): Lisa M. Knight  
Defendant's Property Address:  
44 Maple Drive,  
Hanover PA 17331  
Township or Borough: Conewago Township  
PARCEL NO.: 08022-0006C-000  
IMPROVEMENTS THEREON:  
Residential Dwelling JUDGMENT  
AMOUNT: \$112,270.30  
ATTORNEYS FOR PLAINTIFF:  
Martha E. Von Rosenstiel, P.C

**No. 07-SU-597**  
**HAMILTON TOWNSHIP**

vs.  
**DAVID LEASE**  
PROPERTY ADDRESS: 170 GUN CLUB ROAD, NEW OXFORD, PA 17350  
By virtue of a Writ of Execution  
No. 07-S-597  
Hamilton Township  
vs.  
David Lease, Defendant  
Of property situate in Hamilton Township, Adams County, Pennsylvania, being known as 170 Gun Club Road,  
New Oxford, PA 17350 Parcel No. 17J10-00438-000  
Improvements thereon: Dwelling known as 170 Gun Club Road, New Oxford, PA 17350 Judgment Amount \$47,798.32  
Ronald T. Tomasko, Esquire JSDC Law Offices PO Box 650  
Hershey, PA 17033  
(717) 533-3280

**No. 16-SU-887**  
**WELLS FARGO BANK, NA**

vs.  
**STEPHANIE M. MEO**  
PROPERTY ADDRESS: 619 MOUNT CARMEL ROAD, ORRTANNA, PA 17373  
By virtue of a Writ in execution  
No. 16-SU-887  
Wells Fargo Bank, NA  
vs.  
Stephanie M. Meo a/k/a Stephanie McIntosh  
Owners of property situation in the FRANKLIN TOWNSHIP, Adams County, Pennsylvania 619 Mount Carmel Road Orrtanna, PA 17353-9703  
Parcel No. 12C12-0017A Acreage or street address  
Improvements thereon: Residential

Dwelling Judgment Amount  
\$148,793.64  
Attorneys for Plaintiff  
Phelan, Hallinan, Diamond & Jones, LLP

**No. 16 SU-911**  
**ACNB BANK, FORMERLY KNOWN AS ADAMS COUNTY NATIONAL BANK**

vs.  
**JOSEPH DANIEL MILLER, DORRIS PAULINE MILLER**  
PROPERTY ADDRESS: 1865 HILLTOWN RD, BIGLERVILLE, PA 17307  
By virtue of Writ of Execution No.:  
2016-SU-911  
ACNB Bank, formerly known as Adams County National Bank, Plaintiff  
vs.  
Joseph D. Miller and Dorris P. Miller, Defendants Defendants' Property Address:  
1865 Hilltown Road  
Biglerville, PA 17307  
Franklin Township Parcel No.: 12-CIO-OOIOA  
Improvements Thereon: Residential Dwelling Judgment Amount: \$25,336.44  
Attorneys for Plaintiff:  
Puhl, Eastman & Thrasher 220  
Baltimore Street  
Gettysburg, PA 17325

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

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

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

James W. Muller  
Sheriff of Adams County

www.adamscounty.us  
2/17, 2/24 & 3/03

## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, March 17, 2017 at 10:00 AM in the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, PA 17325 the following real estate, viz. :

**No. 14-SU-1170**  
**CARRINGTON MORTGAGE SERVICES, LLC**  
 vs.

**LISA A. MILLER-STOVER, ROBERT A STOVER**

PROPERTY ADDRESS: 4010 CARLISLE PIKE, NEW OXFORD, PA 17350  
 By virtue of the writ of execution  
 No 2016-SU-1170 Carrington Mortgage Service, LLC  
 vs.

Lisa A. Miller-Stover, Robert A. Stover Being known and number as 4010 Carlisle Pike New Oxford, PA 17350 Hamilton Township, County of Adams, Commonwealth of Pennsylvania Parcel No. 17K10-0004-000

Improvements: Residential Dwelling Judgment amount \$130,040.91  
 Attorney

Richard M. Squire & Associates, LLC  
 Bradley J. Osborne, Esquire  
 115 West Avenue, Suite 104  
 Jenkintown, PA 19046  
 Phone 215-886-8790  
 Fax 215-886-8791

**No. 16-SU-1053**  
**WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST**  
 vs.

**CHARLES E. NICHOLSON**  
 PROPERTY ADDRESS: 33 RED BIRD LANE, GETTYSBURG, PA 17325  
 By virtue of the writ of execution  
 No. 2016-SU-0001053  
 Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust,  
 not individually but as trustee for Pretium Mortgage Acquisition Trust  
 vs.

Charles E. Nicholson  
 Being known and number as  
 33 Red Bird Lane Gettysburg, PA 17325 in Borough of Bonneauville, County of Adams, Commonwealth of Pennsylvania Parcel No. 06002-0016-000  
 Improvements: Residential Dwelling Judgment Amount: \$118,921.53  
 Attorney:  
 Richard M. Squire & Associates, LLC  
 Bradley J. Osborne, Esquire 115 West Avenue, Suite 104,  
 Jenkintown, PA 19046  
 Phone: 215-886-8790

**No. 16-SU-1039**  
**COLONIAL SAVINGS, F.A.**  
 vs.

**ROBERTA A. PETRO**  
 PROPERTY ADDRESS: 398 CEDAR ROAD, NEW OXFORD, PA 17350  
 By virtue of Writ of Execution  
 No. 2016-SU-1039  
 COLONIAL SAVINGS F.A.  
 vs.  
 ROBERTA A. PETRO  
 398 Cedar Road  
 New Oxford, PA 17350  
 Parcel No: 17K09-0047C-000  
 (Acreage or street address)  
 IMPROVEMENTS THEREON:  
 RESIDENTIAL DWELLING JUDGMENT  
 AMOUNT: \$122,832.92  
 Attorneys for Plaintiff  
 KML Law Group, P.C.

**No. 14-SU-980**  
**US BANK NATIONAL ASSOCIATION**  
 vs.

**TRAVIS R. REED, KANDACE J. KREIGLINE**  
 PROPERTY ADDRESS: 3246 OLD HWY 30, ORRTANNA, PA 17353  
 By virtue of Writ of Execution  
 No. 14-S-980  
 US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CRMSI REMIC SERIES 2006-01  
 -REMIC PASS-THROUGH  
 CERTIFICATES SERIES 2006-01,  
 Plaintiff, vs.

Travis R. Reed,  
 Kandace J. Kreigline a/k/a Kandace J. Reed  
 3246 Old Hwy 30 Hwy  
 Orrtanna, PA 17353 Franklin Township  
 Parcel No.: 12-609-0135  
 Improvements thereon: Residential Dwelling Judgment amount:  
 \$244,121.25  
 Milstead & Associates, LLC  
 By: Robert W. Williams, Esquire ID No. 315501 1E. Stow Road Marlton, NJ 08053  
 (856) 482-1400  
 Attorney for Plaintiff

**No. 16-SU-265**  
**WELLS FARGO BANK, NA**  
 vs.

**KENNETH W. SHULTZ**  
 PROPERTY ADDRESS: 25 OXWOOD CIRCLE, NEW OXFORD, PA 17350  
 By virtue of Writ of Execution  
 No. 16-SU-265  
 WELLS FARGO BANK, NA  
 vs.  
 KENNETH W. SHULTZ  
 Property address  
 25 OXWOOD CIRCLE NEW OXFORD, PA 17350  
 PARCEL NO.: 34007-0097-00  
 IMPROVEMENTS THEREON:  
 RESIDENTIAL DWELLING. JUDGMENT  
 AMOUNT: \$67,409.07  
 ATTORNEYS FOR PLAINTIFF

## POWERS, KIRN &amp; ASSOCIATES, LLC

**No. 16-SU-910**  
**AMERICAN ADVISORS GROUP**  
 vs.

**CAROL S. SILIEZAR, GIOVANNI O. SILIEZAR**  
 PROPERTY ADDRESS: 180 MUNICIPAL ROAD, HANOVER, PA 17331

By Virtue of Writ of execution  
 No 16-SU-910 American Advisors Group  
 vs.

Carole S. Siliezar Giovanni O. Siliezar All that certain piece or parcel or Tract of land situate in the Township of Berwick, Adams County, Pennsylvania. and being known as:  
 180 Municipal Road,  
 Hanover, Pennsylvania 17331.  
 TAX MAPAND PARCEL NUMBER: 04 KI 2-0093-000

THE IMPROVEMENTS THEREON ARE:  
 Residential Dwelling REAL DEBT: \$79,800.65  
 SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF: Carole S. Siliezar  
 McCabe, Weisberg and Conway, P.C.  
 123 South Broad Street,  
 Suite 1400  
 Philadelphia, PA 19109

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

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

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

James W. Muller  
 Sheriff of Adams County  
 www.adamscounty.us  
 2/17, 2/24 & 3/03

## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, March 17, 2017 at 10:00 AM in the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, PA 17325 the following real estate, viz. :

**No. 16-SU-606**  
**NATIONSTAR MORTGAGE LLC**  
**vs.**

**RICHARD E. SLOAN**  
 PROPERTY ADDRESS: 2941 TRACT ROAD, FAIRFIELD, PA 17320  
 By virtue of Writ of Execution No.: 2016-SU-0000606  
 Nationstar Mortgage LLC Plaintiff vs. Richard E. Sloan Defendant(s)  
 Defendant's Property Address 2941 Tract Road, Fairfield, PA 17320  
 Township or Borough: Liberty Township  
 PARCEL No.: 25D-18-0043-000  
 IMPROVEMENTS THEREON: A RESIDENTIAL DWELLING JUDGMENT AMOUNT: \$179,768.66  
 ATTORNEYS FOR PLAINTIFF Shapiro & DeNardo LLC

**No. 15-SU-671**  
**WELLS FARGO BANK, NA**  
**vs.**

**DOUGLAS M. SMITH, TRACY M. SMITH**  
 PROPERTY ADDRESS: 32 BIRCH DRIVE, HANOVER, PA 17331  
 By virtue of a Writ of Execution No. 15-SU-671  
 Bayview Loan Servicing, LLC vs. Douglas M. Smith, Tracy M. Smith a/k/a Tracy M. Mooningham  
 owner(s) of property situate in the CONEWAGO TOWNSHIP, ADAMS County, Pennsylvania, being 32 Birch Drive, Hanover, PA 17331-9421  
 Parcel No. 08021-0232-000  
 (Acreage or street address)  
 Improvements thereon: RESIDENTIAL DWELLING Judgment Amount: \$223,752.64  
 Attorneys for Plaintiff  
 Phelan, Hallinan, Diamond & Jones, LLP

**No. 16-SU-364**  
**PNC BANK, NATIONAL ASSOCIATION**  
**vs.**

**KEITH E. SNYDER**  
 PROPERTY ADDRESS: 46 CROUSE PARK, LITTLESTOWN, PA 17340  
 By Virtue of Writ of execution No. 16-SU-364  
 PNC Bank, National Association Plaintiff vs.  
 KEITH E. SNYDER  
 Defendant(s) All that certain lot of land situate in Borough Of Littlestown, Adams County, Pennsylvania: BEING KNOWN AS 46 Crouse Park, Littlestown, PA 17340  
 PARCEL NUMBER: 27005-0150-000  
 IMPROVEMENTS: Residential Property UDREN LAW OFFICES, P.C  
 WOODCREST CORPORATE CENTER 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003-3620  
 856-669-5400

**No. 15-SU-1322**  
**FULTON BANK, N.A.**  
**vs.**

**JOSEPH E. STAUB, SANDRA J. STAUB**  
 PROPERTY ADDRESS: 630 STONE BRIDGE ROAD, NEW OXFORD, PA 17350  
 By Virtue of Writ of execution No. 15-SU-1322  
 Fulton Bank , NA vs.  
 Joseph Staub and Sandra J. Staub aka Sandra Staub  
 all that certain piece or parcel or tract of land situate in the Township or Borough of MT. Pleasant Township, Adams County, Pennsylvania and being known as 630 Stonebridge Road, New Oxford, Pennsylvania, 17350  
 Tax Map and Parcel number: 32-113-0034G-000  
 The Improvements there on are:  
 Residential Dwelling Real Debt \$330.119.21  
 Seized and taken in execution as the property of: Joseph E. Staub and Sandra J Staub aka Sandra Straub McCabe, Weisberg and Conway, PC 123 South Broad Street, Suite 1400 Philadelphia, PA 19109

**No. 16-SU-827**  
**NEWLANDS ASSET HOLDING TRUST**  
**vs.**

**WILLIAM D. STEM, JR., DIANE M. STEM, THE UNITED STATES OF AMERICA C/O THE UNITED STATES ATTORNEY FOR THE MI**  
 PROPERTY ADDRESS: 33 DIANE TRAIL, FAIRFIELD, PA 17320  
 By virtue of a Writ of Execution No. 16-SU-827  
 Newlands Asset Holding Trust vs. William D. Stem, Jr. a/k/a William Stem, Jr. Diane M. Stem a/k/a Diana Stem owner(s) of property situate in the Liberty Township, Adams County, Pennsylvania, being 33 Diane Trail Fairfield, PA 17320-8301  
 Parcel No. 43027-0015-000  
 (Acreage or street address)  
 Improvements thereon: RESIDENTIAL DWELLING Judgment Amount: \$341,037.51  
 Attorneys for Plaintiff  
 Phelan, Hallinan, Diamond & Jones, LLP

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

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

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

James W. Muller  
 Sheriff of Adams County

www.adamscounty.us  
 2/17, 2/24 & 3/03

## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, March 17, 2017 at 10:00 AM in the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, PA 17325 the following real estate, viz. :

**No. 16-SU-450**

**CAPITAL ONE, NA, S/B/M ING BANK, FSB**

vs.

**THE UNKNOWN HEIRS OF ROBERT J. SNEERINGER DECEASED, MICHAEL SNEERINGER, EDWARD SNEERINGER, DANIEL SNEERINGER, LAURA GILES**

PROPERTY ADDRESS: 6979 CHAMBERSBURG ROAD, FAYETTEVILLE, PA 17222

By virtue of Writ of Execution

No. 16-SU-450

Capital One, NA, S/B/M ING Bank, FSB., Plaintiff,

vs.

Laura Giles, Solely in Her Capacity as Heir of Robert J. Sneeringer, Deceased Michael Sneeringer, Solely in His Capacity as Heir of Robert J. Sneeringer, Deceased Edward Sneeringer, Solely in His Capacity as Heir of Robert J. Sneeringer, Deceased Daniel Sneeringer, Solely in His Capacity as Heir of Robert J. Sneeringer, Deceased 6979 Chambersburg Rd Fayetteville, PA 17222, Franklin Township

Parcel No.: 12A09-0008-000

Improvements thereon: Residential Dwelling Judgment amount: \$38,441.97

Millstead & Associates, LLC

By: Robert W. Williams, Esquire ID No.

315501 1E. Stow Road Marlton, NJ

08053

(856) 482-1400

Attorney for Plaintiff

**No. 16-SU-166**

**CARRINGTON MORTGAGE SERVICES, LLC**

vs.

**MICOLE R. TRIMMER**

PROPERTY ADDRESS: 437 PEAK VIEW ROAD, YORK SPRINGS, PA 17372

By virtue of Writ of Execution No. : 16-SU-166 Carrington Mortgage Services, LLC Plaintiff vs.

Micole R. Trimmer Defendant(s)

Defendant's Property Address 437

Peak View Road,

York Springs, PA 17372

Township or Borough: Latimore

Township PARCEL

No.: 23H010001A-000

IMPROVEMENTS THEREON: A

RESIDENTIAL DWELLING JUDGMENT

AMOUNT: \$176,800.01

ATTORNEYS FOR PLAINTIFF

Shapiro and Denardo King of Prussia, PA 19406

610-278-6800

ATTORNEYS FOR PLAINTIFF

437 Peak View Road, York Springs, PA 17372

**No. 16-SU-999**

**LAKEVIEW LOAN SERVICING, LLC**

vs.

**MARGARET O. WARNER**

PROPERTY ADDRESS: 75 RED BRIDGE ROAD, GETTYSBURG, PA 17325

By virtue of Writ of Execution

No. 16-SU-999

LAKEVIEW LOAN SERVICING, LLC

vs.

MARGARET O.WARNER

75 Red Bridge Road Gettysburg, PA 17325

Parcel No: 38021-0036-000

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING JUDGMENT

AMOUNT: \$122,949.89

Attorneys for Plaintiff KML Law Group, P.C.

**No. 11-SU-317**

**2ST MORTGAGE CORPORATION**

vs.

**TIMOTHY L. WILKINSON, CHRISTINE M. WILKINSON**

PROPERTY ADDRESS: 757 GABLERS ROAD, GARDNERS, PA 17324

By virtue of Writ of Execution

No. 2011-SU-317

21ST MORTGAGE CORPORATION

vs.

TIMOTHY L. WILKINSON & CHRISTINE M. WILKINSON

757 Gablers Road Gardners, PA 17324

Parcel No: 29-F404-0047A-000

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING JUDGMENT

AMOUNT: \$266,208.90

Attorneys for Plaintiff KML Law Group, P.C.

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

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

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

James W. Muller  
Sheriff of Adams County

[www.adamscounty.us](http://www.adamscounty.us)

2/17, 2/24 & 3/03



## ESTATE NOTICES

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

## FIRST PUBLICATION

## ESTATE OF JOHN H. BAUGHER, DEC'D

Late of Menallen Township, Adams County, Pennsylvania

Executrix: Nadine J. Baugher, 260 Aspers North Road, Aspers, PA 17304

Attorney: Robert L. McQuaide, Esq., Suite 204, 18 Carlisle Street, Gettysburg, PA 17325

## ESTATE OF RAY C. FITZ, JR., a/k/a RAY FITZ, DEC'D

Late of the Borough of Fairfield, Adams County, Pennsylvania

Executrix: Linda Fitz, 131 West Main Street, Fairfield, PA 17320

Attorney: Puhl, Eastman & Thrasher, Attorneys at Law, 220 Baltimore Street, Gettysburg, PA 17325

## ESTATE OF GEORGE A. GOULD, III, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executrix: Sara M. Cinibulk, 1325 Laurel Street, Apt. 1, Menlo Park, CA 94025

Attorney: Gary E. Hartman, Esq., Hartman & Yannetti, 126 Baltimore Street, Gettysburg, PA 17325

## ESTATE OF EMORY J. HELLER, DEC'D

Late of Tyrone Township, Adams County, Pennsylvania

Randy E. Heller, 760 Schoolhouse Road, Aspers, PA 17304

Attorney: Phillips & Phillips, 101 W. Middle Street, Gettysburg, PA 17325

## ESTATE OF KUM P. LAWRENCE a/k/a KUM PUN LAWRENCE., DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Executor: Thomas A. Storms, Jr., c/o Samuel A. Gates, Esq., Gates & Gates, P.C., 250 York Street, Hanover, PA 17331

Attorney: Samuel A. Gates, Esq., Gates & Gates, P.C., 250 York Street, Hanover, PA 17331

## SECOND PUBLICATION

## ESTATE OF ANITA L. BLOOM, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Administratrix: Michelle L. Hoover, 4207 York Rd., New Oxford, PA 17350

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

## ESTATE OF HARRIET A. CAMERON a/k/a HARRIET ALICE CAMERON, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: Michael G. Cameron, 709 Brenton Street, Shippensburg, PA 17257

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

## ESTATE OF GAIL FRANTZ, DEC'D

Late of Hamiltonban Township, Adams County, Pennsylvania

Co-Executors: Archie Graff, 390 Carroll's Tract Road, Fairfield, PA 17320; Karen Graff, 37 Main Trail, Fairfield, PA 17320

Attorney: Bernard A. Yannetti, Jr., Esq., Hartman & Yannetti, 126 Baltimore Street, Gettysburg, PA 17325

## ESTATE OF MARY BEATRICE HALE, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Administratrix: Beverly E. Tracey, 5293 Roller Road Manchester, MD 21102

Attorney: Amy E.W. Ehrhart, Esq., 118 Carlisle St. Suite 202, Hanover, PA 17331

## ESTATE OF ROY M. JOHNSEN, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executor: Luke E. Johnsen, 6113 Eastcliff Drive, Baltimore, MD 21209

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

## ESTATE OF WILLIAM M. MOONEY, SR. a/k/a WILLIAM M. MOONEY, DEC'D

Late of Hamiltonban Township, Adams County, Pennsylvania

Executrix: Christine A. Mooney, 24 Beechwood Drive, Fairfield, PA 17320

Attorney: Todd A. King Esq., Campbell & White, P.C., 112 Baltimore Street, Suite 1, Gettysburg, PA 17325-2311

## ESTATE OF ROSS B. MYERS, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Personal Representative: ACNB Bank Trust Department, P.O. Box 4566, 1075 Old Harrisburg Road, Gettysburg, PA 173253

Attorney: Teeter, Teeter & Teeter, 108 West Middle Street, Gettysburg, PA 17325

## ESTATE OF DEAN R. SPEELMAN, DEC'D

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Executrix: Brenda S. Starner, c/o Barbara Jo Entwistle, Esq., Entwistle & Roberts, 37 West Middle Street, Gettysburg, PA 17325

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

## ESTATE OF VIRGINIA L. VASKO , DEC'D

Late of York Springs, Adams County, Pennsylvania

Co-Executors: Vicki M. Rohrbaugh, Mark K. Myers, David A. Myers, 885 Mountain Rd, York Springs, PA 17372

Attorney: John W. Stitt, Esq., 1434 W Market Street, York PA 17404

## THIRD PUBLICATION

## ESTATE OF CHRISOSTOMOS M. ANGIORLIS, a/k/a CHRIS M. ANGIORLIS., DEC'D

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Executrix: Cynthia M. Orendorff, 1050 Kilpatrick Road, Gettysburg, PA 17325

Attorney: Clayton A. Lingg, Esq., Mooney & Associates, 230 York Street, Hanover, PA 17331

## ESTATE OF RICHARD L. BEAN, DEC'D

Late of Menallen Township, Adams County, Pennsylvania

Executor: Ronald D. Bean, 415 Lincolnway West, New Oxford, PA 17350

Attorney: Teeter, Teeter & Teeter, 108 West Middle Street, Gettysburg, PA 17325

## ESTATE OF ROBERT S. KNOX, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Executor: PNC Bank, National Association, c/o 100 East Market Street, York, PA 17401

Attorney: Alex E. Snyder, Esq., Barley Snyder LLP, 100 East Market Street, York, PA 17401

ESTATE OF REGINA H. ORNDORFF,  
DEC'D

Late of Franklin Township, Adams  
County, Pennsylvania

Co-Executrices: Merry G. Legg, 2807  
Chambersburg Road, Biglerville, PA  
17307; Molly M. Smith, P.O. Box  
113, McKnightstown, PA 17343

Attorney: Bernard A. Yannetti, Jr.,  
Esq., Hartman & Yannetti, 126  
Baltimore Street, Gettysburg, PA  
17325

## ESTATE OF ROGER D. RACER, DEC'D

Late of the Borough of McSherrystown,  
Adams County, Pennsylvania

Mr. David E. Racer, 2925 Centennial  
Road, Hanover, PA 17331

Attorney: Arthur J. Becker, Jr., Esq.,  
Becker & Strausbaugh, P.C. 544  
Carlisle Street Hanover, PA 17331

ESTATE OF GARY L. SHOWERS, SR.,  
DEC'D

Late of Menallen Township, Adams  
County, Pennsylvania

Executor: Gary L. Showers, Jr., 386  
Winding Brook Road, Biglerville, PA  
17307

Attorney: Todd A. King, Campbell &  
White, P.C., 112 Baltimore Street,  
Gettysburg, PA 17325

## ESTATE OF RITA M. WALTER, DEC'D

Late of the Borough of Bonneauville,  
Adams County, Pennsylvania

Executors: Philip F. Walter, 179 Joshua  
Road, Stafford, VA 22556; Michael  
J. Walter, 943 Linden Avenue,  
McSherrystown, PA 17344

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

ESTATE OF MARY CLARE WEAVER  
a/k/a MARY CLARE O. WEAVER, DEC'D

Late of the Borough of McSherrystown,  
Adams County, Pennsylvania

Executrix: Marybeth T. Smith, 355 E.  
Outer Drive, State College, PA 16801

Attorney: David C. Smith, Esq., 754  
Edgegrove Road, Hanover, PA  
17331