

Adams County Legal Journal

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IN THIS ISSUE

WAGNER ET AL VS. SHANK ET AL

This opinion continued from last issue (7/16/2010)

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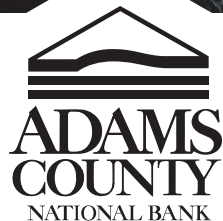
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ADAMS COUNTY LEGAL JOURNAL (USPS 542-600)

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SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 09-S-1630 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 09-S-1630

SUSQUEHANNA BANK, FORMERLY
SUSQUEHANNA BANK PA,
SUCCESSOR BY MERGER TO
COMMUNITY BANKS

vs.

DANIEL E. BATTS, DENISE E. BATTS
& UNITED STATES OF AMERICA

120 BRICKYARD ROAD
NEW OXFORD, PA 17350

OXFORD TOWNSHIP

Parcel No.: 35-K12-0003-000

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$54,504.57

Attorneys for Plaintiff

Barley Snyder, LLC

SEIZED and taken into execution as the property of **Daniel E. Batts & Denise E. Batts & The United States of America** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 1, 2010, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. 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.

7/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-121 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-121

M&T BANK S/B/M MANUFACTURERS
AND TRADERS TRUST COMPANY
vs.

MICHAEL E. APPLER

29 MAIN STREET
McSHERRYSTOWN, PA 17344

Parcel No: 28-002-0081---000

BOROUGH OF McSHERRYSTOWN
(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$60,176.45

Attorneys for Plaintiff

Goldbeck, McCafferty & McKeever

SEIZED and taken into execution as the property of **Michael E. Appler** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 1, 2010, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. 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.

7/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1054 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 2008-S-1054

PRIVATE CAPITAL GROUP LLC
vs.
DANIEL J. BOONE

196 MARSH CREEK HEIGHTS
HUNTERSTOWN, PA 17325

PARCEL NO. 13-E17-0036---000

TOWNSHIP OF FREEDOM

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$92,516.91

Attorneys for Plaintiff

Zucker Goldberg & Ackerman, LLC

SEIZED and taken into execution as the property of **Daniel J. Boone** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 1, 2010, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. 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.

7/16, 23 & 30

The Additional Defendants' second Preliminary Objection is also filed pursuant to Rule 1028(a)(4). The Additional Defendants allege there is no legally sufficient claim to hold them liable for Counts II and III of the Complaint, (fraudulent misrepresentation and negligent misrepresentation, respectively). Again, Seller incorporated Counts II and III by reference into his Complaint to Join Additional Defendants.

The Agreement of Sale entered between Buyers and Seller expressly states that:

19. REPRESENTATIONS: Seller represents that Seller has informed Buyer of any hidden or latent defects of which Seller has knowledge. It is understood that the Buyer has inspected the property, or hereby waives the right to do so, and has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representations which are not included herein, whether made by any Broker, transaction licensee, or any other respective salespeople, employees, officers, and/or partners.

(Agreement of Sale, ¶ 19, Complaint Ex. 2).

"The elements necessary for a fraudulent misrepresentation claim are: (1) a representation; (2) which is material to the transaction at hand; (3) made falsely, with knowledge of its falsity or recklessness as to whether it is true or false; (4) with the intent of misleading another into relying on it; (5) justifiable reliance on the misrepresentation; and (6) resulting injury." *Boyd v. Rockwood Area School District*, 907 A.2d 1157, 1170 (Pa. Commw. 2006). "Negligent misrepresentation requires proof of: (1) a misrepresentation of a material fact; (2) made under circumstances in which the misrepresenter ought to have known its falsity; (3) with an intent to induce another to act on it; and (4) which results in injury to a party acting in justifiable reliance on the misrepresentation." *Bilt-Rite Contractors, Inc. v. The Architectural Studio*, 866 A.2d 270, 277 (Pa. 2005).

The key to a misrepresentation claim is justifiable reliance. The broker and agents rely heavily on the Superior Court decision in *Bowman v. Meadow Ridge, Inc.*, 615 A.2d 755 (Pa. Super. 1992). In that case the seller's broker argued it could not be held liable for a

fraudulent misrepresentation because of the integration clause. *Id.* at 758. In that case, the contract integration clause stated:

In entering into this Agreement, Buyer has not relied upon any representation, claim, advertising, promotional activity, brochure or plan of any kind made by Seller or Seller's agents or employees unless expressly incorporated or stated in this Agreement.

Id. The court allowed such defense even though the broker was not a party to the original agreement. *Id.* The court held that “[s]uch a disclaimer destroys the allegations of reliance in appellant’s complaint.” *Id.*

In the matter sub judice, the Agreement contained a very similar integration clause. However, this does not end the inquiry. The broker and agents are ignoring other relevant language in the Agreement and the remaining portions of the *Bowman* opinion. The Addendum clearly states that the seller warranted that no portion of the property was wetlands. Additionally, Buyers alleged that representations were made to them by the Seller’s agents about the property’s suitability for development.

Furthermore, in *Bowman*, the Court indicated that the integration clause alone did not bar an action against the agent for fraud. *Id.*

Where the alleged prior or contemporaneous oral representations or agreements concern a subject which is specifically dealt with within the written contract, and the written contract covers or purports to cover the entire agreement of the parties, the law is now clearly and well settled that in the absence of fraud, accident or mistake, the alleged oral representations or agreements are merged in or superseded by the subsequent written contract, and parol evidence to vary, modify or supersede the written contract is inadmissible in evidence.

Id. at 758-59 (citations omitted). The Court is dealing with an Agreement containing an integration clause clearly indicating it is meant to be the entire agreement of the parties. Accordingly, the parol evidence rule applies. However, there have been allegations of fraud and misrepresentation in the inducement. “When buyers allege they were fraudulently induced to purchase a property through fraud or misrepresentation, the applicability to the parol evidence rule is

determined by balancing ‘the extent of the party’s knowledge of the objectionable conditions derived from a reasonable inspection against the extent of the coverage of the contract’s integration clause...” *Id.* at 759 (citations omitted). In *Bowman*, the court did not allow evidence of alleged misrepresentations because the misrepresentation involved the price of homes previously sold in the area, which was readily ascertainable by a review of real estate records. *Id.* However, the court contrasted that to situations where there was a latent defect involving the condition of the property. *Id.*

When the misrepresentation concerns the physical condition of the property that could not have been discovered by an inspection of the premises, the parol evidence rule may permit evidence of the alleged representations. *Id.* Whether the wetlands distinction of the property is something that could have been discovered upon a reasonable inspection is not readily apparent from the facts presently before the Court. In *Bowman* the court allowed the broker to use the integration clause to defend itself in a misrepresentation action even though it was not a party to the agreement. Thus, fairness dictates that parol evidence of potential fraud and misrepresentation on the part of a broker that induced a buyer into entering an agreement with Seller may be used to counter the broker’s defense even though it was not a party to the agreement. If the Seller’s agent misrepresented whether a portion of the property was classified as wetlands then the agent may very well be solely liable or liable with the Seller for the underlying causes of action for misrepresentation in the Complaint.

Accordingly, the Additional Defendants’ second preliminary objection is overruled.

The Additional Defendants’ third and fourth preliminary objections are also filed pursuant to Rule 1028(a)(4) and allege that the Additional Defendants cannot be held liable for attorney’s fees and punitive damages sought in Buyers’ Complaint. The Additional Defendants allege that attorney fees are not recoverable because there is no statute or express contract allowing them. Further, the Additional Defendants claim punitive damages are not permissible because there were no allegations of fact that would demonstrate that their conduct was outrageous or the result of reckless indifference.

The Court has already dismissed the breach of contract claim as it relates to the Additional Defendants. Therefore, any claim against

the Additional Defendants in the joinder Complaint seeking to collect either attorney fees or punitive damages from them on the Plaintiffs' breach of contract claim must also be dismissed.

"As a general rule, a litigant cannot recover counsel fees from an adverse party unless there is express statutory authorization, a clear agreement of the parties, or some other established exception." *Snyder v. Snyder*, 620 A.2d 1133, 1138 (Pa. 1993). Plaintiffs have requested counsel fees and costs in both misrepresentation actions. "[T]here is no established exception which permits recovery of attorney fees in an action for fraud." *Koffman v. Smith*, 682 A.2d 1282, 1292 (Pa. Super. 1996). Neither the Complaint nor the Additional Defendant Complaint has alleged any agreement or statute authorizing Buyers to recover attorney fees for the fraudulent and negligent misrepresentation claims. Therefore the broker and agent cannot be held liable for them. See *Waterware Corp. v. Ametek/US Gauge Division*, 51 Pa. D. & C.4th 201, 216-17 (Philadelphia Co. 2001).

Accordingly, the third preliminary objection is sustained.

However, a cause of action for misrepresentation can support a claim for punitive damages. *McClellan v. Health Maintenance Org. of Pennsylvania*, 604 A.2d 1053, 1061 (Pa. Super. 1992)

Punitive damages may be given when the act is done with reckless indifference, as well as, bad motive. *Bacica v. Board of Ed. of Sch. Dist. of Erie*, 451 F.Supp. 882 (W.D.Pa.1978). Thus, a court may not award punitive damages merely because a tort has been committed. Additional evidence must demonstrate willful, malicious, wanton, reckless or oppressive conduct. *Pittsburgh Outdoor Adv. Co. v. Virginia Manor Apts., Inc.*, 436 Pa. 350, 353, 260 A.2d 801, 803 (1970); *Hughes [v. Babcock]*, 349 Pa. [475] 480, 37 A.2d [551] 554 [1944]; See also: *Franklin Music Co. v. American Broadcasting Co., Inc.*, 616 F.2d 528, 542 (3rd Cir.1979). Though this rule seems to require the plaintiff to meet an additional burden, it is difficult to picture a fact pattern which would support a finding of intentional fraud without providing proof of "outrageous conduct" to support an award of punitive damages.

Id. (citing *Delahanty v. First Pennsylvania Bank, N.A.*, 464 A.2d 1243, 1263 (Pa. Super. 1983)). It should also be noted that averments of fraud must be pled with particularity, but malice, intent, knowledge, and other states of mind may be averred generally. **Pa. R. Civ. P. 1019(b).**

It cannot be said at this point whether Buyers are entitled to punitive damages on their fraudulent misrepresentation (Count II) claim, or whether the broker and agent may be solely liable or liable with Seller for those damages. Buyers allege that they informed the Seller and/or his agent about the purpose for which they wanted to use the property and that they were assured that no portion of the property constituted wetlands. Whether this rises to a level of conduct that warrants punitive damages is a question of fact. The state of mind of the broker or agent cannot be determined at this point, however, Buyers aver in Count II that the misrepresentations were intentional. Furthermore, courts prefer that defendants rely on discovery to gain details as to damages. *Wyndham Development et. al. v. Lynn Lee Construction*, 43 A.C.L.J. 235, 236 (Adams Co. 2001). For these reasons, dismissal of the claim for punitive damages on Count II, as it relates to the Additional Defendants, is not appropriate at this time.

However, the same cannot be said for the Buyer's cause of action for negligent misrepresentation (Count III). "Ordinary negligence, involving inadvertence, mistake or error of judgment will not support an award of punitive damages." *Minick v. MTD Products, Inc.*, 81 Pa. D. & C.4th 36 (Lackawanna Co., 2007). "[P]unitive damages are awarded only for outrageous conduct, that is, for acts done with a bad motive or with a reckless indifference to the interests of others." *Vance v. 46 and 2, Inc.*, 920 A.2d 202, 206 (Pa. Super. 2007) (citation omitted). Where a tortfeasor's actions rise to no more than gross negligence, punitive damages are not justified. *Id.* at 207. "The behavior of the defendant must be flagrant, grossly deviating from the ordinary standard of care." *Mansour v. Gnaden Huetten Memorial Hospital*, 3 Pa. D. & C. 5th 149 (Monroe Co., 2007). In the Complaint, Buyers merely allege that Seller failed to exercise reasonable care and they justifiably relied upon the representations. This degree of culpability does not rise to the level of outrageous conduct contemplated for awarding punitive damages. Therefore, dismissal of the claim for punitive damages in Count III, as it relates to the Additional Defendants, is appropriate at this time.

Accordingly, the broker and agents' fourth preliminary objection is granted in part, denied in part.

I now turn to the Additional Defendants' fifth and sixth preliminary objections. The first four preliminary objections related to the potential liability of the broker and agent arising from Plaintiffs' Complaint. Objections five and six pertain to claims Seller makes against the broker and agents and are not based on the causes of action in the original Complaint.

The Additional Defendants' fifth preliminary objection is filed pursuant to Rule 1028(a)(2), failure of a pleading to conform to law or rule of court. The Additional Defendants are alleging that Seller has combined his separate claim against the broker and agents with the claims relating to their alleged liability on the initial Complaint into one count.

Pa R. Civ. P. 1020 provides:

- (a) The plaintiff may state in the complaint more than one cause of action cognizable in a civil action against the same defendant. Each cause of action and any special damage related thereto shall be stated in a separate count containing a demand for relief.

Pa. R. Civ. P. 1020(a). An additional defendant complaint must comply with the requirements of the initial pleading. **Pa. R. Civ. P. 2252(b)(2).** It seems clear that Seller has combined two causes of action against the broker and agent into one count. Therefore, he has violated Rule 1020. However, the Rules of Procedure also provides that:

The rules shall be liberally construed to secure the just, speedy and inexpensive determination of every action or proceeding to which they are applicable. The court at every stage of any such action or proceeding may disregard any error or defect of procedure which does not affect the substantial rights of the parties.

Pa. R. Civ. P. 126. A fair reading of the Joinder Complaint reveals that Seller is alleging two counts against the broker and agents: 1) the broker and agents are solely liable or liable with Seller on Buyers' causes of actions, and 2) a separate cause of action for breach of contract. Requiring any further delineation of the causes

of action against the broker and agent would serve no further purpose and would simply waste time and resources.

Accordingly, the Additional Defendants' fifth preliminary objection is overruled.

The Additional Defendants sixth, and final, preliminary objection, is filed pursuant to Rule 1028(a)(4). The Additional Defendants allege that Seller has failed to state a cause of action for breach of listing agreement. To state a cause of action for breach of contract, a party must plead: 1) the existence of a contract, 2) a breach of a duty imposed by contract, and 3) resultant damages. *Sullivan v. Chartwell Inv. Partners., LP*, 873 A.2d 710, 716 (Pa. Super. 2005). The issue raised here involves whether Seller has adequately alleged breach.

Seller alleges that he entered into an agreement with the broker and agent whereby they agreed to find a purchaser for Seller's property and act as his agent, that the agreements entered into between Buyers and Seller were prepared by the broker and agents, and that the broker and agents failed to satisfy the duties and obligations of the agreement by failing to advise Seller of the definition of "wetlands" and its applicability to the sale of the property to Buyers. Furthermore, Seller alleges that the broker and agents failed to satisfy their contractual obligation by failing to satisfy the duties of good faith and fair dealing and by creating sale documents which unnecessarily exposed him to liability.

A review of the Contract attached to the Additional Defendant Complaint reveals no support for the allegations that the broker and agents breached any of the express terms of the agreement. The agreement expressly states that the broker and agents agree to obtain a purchaser of the property. (**Additional Defendant Complaint Ex. A**). There are no terms related to the condition of the property or the drafting of sales documents. There are no facts alleged which suggest that a purchaser was not obtained; therefore, there is no cause of action for breach of the express terms of the agreement.

However, this does not end our inquiry. Seller has alleged that the broker and agents prepared the Agreement and Addendum. If so, they may have entered into an oral or implied contract with Seller to prepare a document which protects his interests. If, as seems to be alleged, they failed to draft the document accordingly, they may have

breached that understanding. Furthermore, “[e]very contract in Pennsylvania imposes on each party a duty of good faith and fair dealing in its performance and its enforcement.” *Donahue v. Fed. Ex. Corp.*, 753 A.2d 238, 242 (Pa. Super. 2000) (citation omitted). “Good faith has been defined as ‘honesty in fact in the conduct or transaction concerned.’” *Id.* (citation omitted). The Philadelphia Court of Common Pleas has held that:

After reviewing the relevant decisions, this court concludes that the implied covenant of good faith does *not* allow for a claim separate and distinct from a breach of contract claim. Rather, a claim arising from a breach of the covenant of good faith must be prosecuted as a breach of contract claim, as the covenant does nothing more than imply certain obligations into the contract itself.

JHE Incorporated v. Southeastern Pennsylvania Transportation Authority, 2002 WL 1018941, 5 (Philadelphia County 2002).

The broker and agent have alleged that Seller has not pled any facts suggesting they were dishonest or otherwise acted in bad faith. This is not accurate. As part of the Additional Defendant Complaint, Seller incorporated by reference the allegations made in the initial Complaint. In that Complaint, Buyers alleged that they informed the Seller’s agent they were interested in the property specifically as a business location and investment property. (**Complaint ¶ 6**). Further, Buyers allege that agent Singley advised them that the property contained 8+ acres suitable for development. *Id.* at ¶ 7. Buyers allege that post-purchase inspection revealed that most property was classified as wetlands. *Id.* at ¶ 10.

At the very least, Buyers’ allegations, incorporated into the Additional Defendant Complaint, suggest there may have been some violation of the duty of good faith and fair dealing. The state of mind of agent Singley at the time the alleged representations were made is unknown at this time. Whether Singley was being dishonest or acting with bad faith, and whether he was aware of the Buyers’ desired use of the property is unknown at this time and is a question of fact.

Accordingly, the Additional Defendants’ sixth preliminary objection is overruled.

Therefore, as stated above, the Additional Defendants’ first and third preliminary objections are sustained. The second, fifth, and

sixth preliminary objections are overruled. The fourth preliminary objection is sustained in part, overruled in part.

Accordingly, the attached Order is entered.

ORDER

AND NOW, this 10th day of December, 2009, for the reasons set forth in the attached Opinion, the Additional Defendants' Preliminary Objections filed September 2, 2009, are sustained in part, overruled in part.

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-227 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 2010-S-227

CHASE HOME FINANCE LLC
vs.

GLEN J. DAVIS & DONNA L. DAVIS

131 EAST KING STREET
LITTLTOWN, PA 17340

PARCEL NO. 27-008-0281---000

BOROUGH OF LITTLESTOWN
IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$82,186.33

Attorneys for Plaintiff
Grenen & Birsic, P.C.

SEIZED and taken into execution as the property of **Glen J. Davis & Donna L. Davis** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 1, 2010, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. 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.

7/16, 23 & 30

INCORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Commonwealth of Pennsylvania, Department of State, at Harrisburg, Pennsylvania, for the purpose of obtaining a Certificate of Incorporation. The name of the proposed corporation which has been organized under the Business Corporation Law of 1988 is RECON SERVICES, INCORPORATED.

7/23

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 09-S-1133 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 09-S-1133

CHASE HOME FINANCE LLC
vs.

DAWN LOUISE CHIPLEY a/k/a DAWN L. CHIPLEY

606 FAIRVIEW AVENUE
GETTYSBURG, PA 17325

MENALLEN TOWNSHIP

Parcel No.: 16-013-0073-000
(Acreage or street address)

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$181,005.18

Attorneys for Plaintiff
Milstead & Associates, LLC

SEIZED and taken into execution as the property of **Dawn Louise Chipley a/k/a Dawn L. Chipley** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 1, 2010, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. 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.

7/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-406 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-406

CHASE HOME FINANCE LLC
vs.

TRACY M. COLLINS &
BILLY A. COLLINS JR.

136 E. MYRTLE STREET
LITTLTOWN, PA 17340

BOROUGH OF LITTLESTOWN

Parcel No.: 27-005-0112-000
(Acreage or street address)

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$102,745.15

Attorneys for Plaintiff
Shapiro & Denardo, LLC

SEIZED and taken into execution as the property of **Tracy M. Collins & Billy A. Collins, Jr.** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 1, 2010, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. 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.

7/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-280 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-280
BAC HOME LOANS SERVICING LP
vs.
DENNIS L. FREED a/k/a DENNIS
FREED & KIMBERLY R. FREED
a/k/a KIM FREED
1502 OLD CARLISLE ROAD
ASPERS, PA 17324-9471
OXFORD TOWNSHIP
Parcel No.: 07-G06-0028-000
(Acreage or street address)
IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING
JUDGMENT AMOUNT: \$174,263.76
Attorneys for Plaintiff
Phelan Hallinan & Schmiegl, LLP

SEIZED and taken into execution as the property of **Dennis L. Freed a/k/a Dennis Freed & Kimberly R. Freed a/k/a Kim Freed** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 1, 2010, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. 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.

7/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-185 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-185
CAPITAL ONE N.A.
vs.
MICHAEL W. GROSS &
DIANE E. GROSS
15 WOODCREST CIRCLE
LITTLESTOWN, PA 17340
Parcel No.: 41-J17-0177-000
TOWNSHIP OF UNION
(Acreage or street address)
IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING
JUDGMENT AMOUNT: \$117,802.50
Attorneys for Plaintiff
McCabe, Weisberg & Conway, P.C.

SEIZED and taken into execution as the property of **Michael W. Gross & Diane E. Gross** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 1, 2010, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. 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.

7/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-243 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-243
PHH MORTGAGE CORPORATION
vs.
KATHLEEN GLENN
53 FRUITWOOD TRAIL
FAIRFIELD, PA 17320-8481
CARROLL VALLEY BOROUGH
Parcel No.: 43-041-0078-000
(Acreage or street address)
IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING
JUDGMENT AMOUNT: \$202,624.79
Attorneys for Plaintiff
Phelan Hallinan & Schmiegl, LLP

SEIZED and taken into execution as the property of **Kathleen Glenn** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 1, 2010, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. 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.

7/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-184 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-184

HOUSEHOLD FINANCE CONSUMER
DISCOUNT COMPANY

vs.

DIANE A. POWERS &
THOMAS B. POWERS

23 GETTYSBURG COURT,
LITTLESTOWN, PA 17340

PARCEL NO. 27-014-0017---000
BOROUGH OF LITTLESTOWN

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$259,625.48

Attorneys for Plaintiff
McCabe, Weisberg & Conway, P.C.

SEIZED and taken into execution as
the property of **Diane A. Powers &
Thomas B. Powers** and to be sold by
me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND
CLAIMANTS: You are notified that a
schedule of distribution will be filed by the
Sheriff in his office on October 1, 2010,
and distribution will be made in accor-
dance with said schedule, unless excep-
tions are filed thereto within 20 days after
the filing thereof. 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.

7/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-19 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-19

SUNTRUST MORTGAGE, INC.
vs.

MARK J. RHOADS &
JENNIFER R. RHOADS

340 COLEMAN ROAD
GETTYSBURG, PA 17325-8242

STRABAN TOWNSHIP
Parcel No.: 38-H11-0032A-000
(Acreage or street address)

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$336,721.24

Attorneys for Plaintiff
Phelan Hallinan & Schmiegl, LLP

SEIZED and taken into execution as
the property of **Mark J. Rhoads &
Jennifer R. Rhoads** and to be sold by
me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND
CLAIMANTS: You are notified that a
schedule of distribution will be filed by the
Sheriff in his office on October 1, 2010,
and distribution will be made in accor-
dance with said schedule, unless excep-
tions are filed thereto within 20 days after
the filing thereof. 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.

7/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 09-S-1346 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 2009-S-1346

BANK OF NEW YORK MELLON
vs.

DAVID M. HOPWOOD &
JEAN D. HOPWOOD

388 LEXINGTON WAY
LITTLESTOWN, PA 17340

BOROUGH OF LITTLESTOWN
Parcel No.: 27-011-0241-000
(Acreage or street address)

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$225,542.48

Attorneys for Plaintiff
Phelan Hallinan & Schmiegl, LLP

SEIZED and taken into execution as
the property of **David M. Hopwood &
Jean D. Hopwood** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND
CLAIMANTS: You are notified that a
schedule of distribution will be filed by the
Sheriff in his office on October 1, 2010,
and distribution will be made in accor-
dance with said schedule, unless excep-
tions are filed thereto within 20 days after
the filing thereof. 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.

7/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-138 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-138

ADAMS COUNTY NATIONAL BANK
vs.

EDWARD R. ROTE & JODY L. ROTE

133, 135 & 135 1/2 EAST KING STREET
LITTLESTOWN, PA 17340

RECORDED IN THE RECORDER OF
DEEDS OF ADAMS COUNTY PA IN
BOOK 3381, PAGE 100

BOROUGH OF LITTLESTOWN

Parcel No.: 27-008-0282-000

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$88,615.79

Attorneys for Plaintiff

Puhl, Eastman & Thrasher

SEIZED and taken into execution as
the property of **Edward R. Rote & Jody
L. Rote** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND
CLAIMANTS: You are notified that a
schedule of distribution will be filed by the
Sheriff in his office on October 1, 2010,
and distribution will be made in accor-
dance with said schedule, unless excep-
tions are filed thereto within 20 days after
the filing thereof. 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.

7/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-139 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-139

WELLSFARGO BANK, NA
vs.

TIMOTHY RILL

37 COMMERCE STREET
NEW OXFORD, PA 17350

NEW OXFORD BOROUGH

Parcel No.: 34-005-0211-000

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$117,692.97

Attorneys for Plaintiff

Phelan Hallinan & Schmieg, LLP

SEIZED and taken into execution as
the property of **Timothy Rill** and to be
sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND
CLAIMANTS: You are notified that a
schedule of distribution will be filed by the
Sheriff in his office on October 1, 2010,
and distribution will be made in accor-
dance with said schedule, unless excep-
tions are filed thereto within 20 days after
the filing thereof. 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.

7/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-353 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-353

WELLSFARGO BANK, NA
vs.

ERNEST V. ROE & DANA L. ROE

70 BLENHEIM STREET
HANOVER, PA 17331-7836

NEW OXFORD BOROUGH

Parcel No.: 08-031-0073-000

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$306,639.57

Attorneys for Plaintiff

Phelan Hallinan & Schmieg, LLP

SEIZED and taken into execution as
the property of **Ernest T. Roe & Dana L.
Roe** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND
CLAIMANTS: You are notified that a
schedule of distribution will be filed by the
Sheriff in his office on October 1, 2010,
and distribution will be made in accor-
dance with said schedule, unless excep-
tions are filed thereto within 20 days after
the filing thereof. 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.

7/16, 23 & 30

NOTICE OF SHERIFF'S SALE
IN THE COURT OF COMMON PLEAS
OF ADAMS COUNTY, PENNSYLVANIA
NO. 09-SU-1683

GMAC MORTGAGE, LLC
vs.

CHAD C. FAIR

NOTICE TO: CHAD C. FAIR

NOTICE OF SHERIFF'S SALE OF
REAL PROPERTY

Being Premises: 167 CHERRY LANE,
ABBOTTSTOWN, PA 17301-9065

Being in HAMILTON TOWNSHIP
County of ADAMS
Commonwealth of Pennsylvania

Parcel Number 1: 17-L09-0056

Improvements consist of residential
property.

Sold as the property of CHAD C. FAIR

Your house (real estate) at 167 CHERRY
LANE, ABBOTTSTOWN, PA 17301-
9065 is scheduled to be sold at the
Sheriff's Sale on SEPTEMBER 10, 2010
at 10:00 AM, at the ADAMS County
Courthouse to enforce the Court
Judgment of \$114,583.09 obtained by,
GMAC MORTGAGE, LLC (the
mortgagee), against the above
premises.

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

7/23

CERTIFICATE OF ORGANIZATION

NOTICE IS HEREBY GIVEN that a
Certificate of Organization – Domestic
Limited Liability Company was filed with
the Commonwealth of Pennsylvania,
Department of State, in Harrisburg,
Pennsylvania, on June 28, 2010, under
the provisions of the Pennsylvania
Limited Liability Company Law of 199 as
amended.

The name of the Limited Liability
Company is BRENNEMAN'S MAR-
KETS, LLC.

Brenneman's Markets, LLC has as its
purpose the engaging in all lawful busi-
ness for which limited liability companies
may be organized.

Arthur J. Becker, Jr., Esq.
Attorney for Brenneman's Markets, LLC
7/23

IN THE COURT OF
COMMON PLEAS OF
ADAMS COUNTY, PENNSYLVANIA
CIVIL ACTION-DIVORCE AND
RELATED CLAIM
NO. 09-S-1746

REYNA SALDIVAR ARIZMENDI, Plaintiff
v.

ARTURO RUIZ MUNIZ, Defendant

NOTICE TO DEFEND AND
CLAIM RIGHTS

YOU ARE BEING SUED IN COURT. If
you wish to defend against the claims set
forth in the following pages, you must
take prompt action. You are warned that
if you fail to do so, the case may proceed
without you and a decree of divorce or
annulment may be entered against you
by the court. A judgment may also be
entered against you for any other claim
or relief requested in these papers by the
plaintiff. You may lose money or prop-
erty or other rights important to you, includ-
ing custody or visitation of your children.

When the ground for the divorce is
indignities or irretrievable breakdown of
the marriage, you may request marriage
counseling. A list of marriage counselors
is available in the Office of the
Prothonotary at the Adams County
Courthouse, First Floor, Gettysburg,
Pennsylvania.

IF YOU DO NOT FILE A CLAIM FOR
ALIMONY, DIVISION OF PROPERTY,
LAWYER'S FEES OR EXPENSES
BEFORE A DIVORCE OR ANNULMENT
IS GRANTED, YOU MAY LOSE THE
RIGHT TO CLAIM ANY OF THEM.

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 INFORMA-
TION ABOUT AGENCIES THAT MAY
OFFER LEGAL SERVICES TO ELIGI-
BLE PERSONS AT A REDUCED FEE
OR NO FEE.

Court Administrator
Adams County Courthouse
Gettysburg, PA 17325
Phone: (717) 337-9846

IN THE COURT OF
COMMON PLEAS OF
ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION-DIVORCE AND
RELATED CLAIM
NO. 09-S-1746

REYNA SALDIVAR ARIZMENDI, Plaintiff
v.

ARTURO RUIZ MUNIZ, Defendant

COMPLAINT IN DIVORCE AND
RELATED CLAIM

COUNT I – DIVORCE

UNDER SECTION 3301(C) AND
3301(D) OF THE DIVORCE CODE

1. Plaintiff is Reyna Saldivar
Arizmendi, an adult individual, who cur-
rently resides at 43 Gettysburg Street,
Apartment 11, Arendtsville, Adams
County, Pennsylvania 17303 since
approximately 2004.

2. Defendant is Arturo Ruiz Muniz, an
adult individual, who currently resides at
Fuente De Trevi #227, Colonia Infonavit
San Gabriel, Metepec, Estado De
Mexico 52159 since approximately
September 2007.

3. Plaintiff has been bona fide resi-
dent in the Commonwealth for at least
six months immediately previous to the
filing of this Complaint.

4. The Plaintiff and Defendant were
married on July 3, 1993 in Mexico.

5. There have been no prior actions
of divorce or for annulment between the
parties.

6. The parties have lived separate
and apart since September 2007.

7. The marriage is irretrievably broken.

8. Plaintiff has been advised that
counseling is available and that Plaintiff
may have the right to request that the
court require the parties to participate in
counseling.

9. Plaintiff requests the Court to enter
a Decree of Divorce under 3301(c) or
3301(d) of the Divorce Code.

WHEREFORE, Plaintiff respectfully
requests that the Court enter an Order
divorcing her from the bonds of matrimo-
ny with Defendant.

COUNT II - CUSTODY

10. The allegations contained in para-
graphs 1 through 9 are incorporated here-
in by reference as though set forth in full.

11. Plaintiff seeks sole physical and sole
legal custody of the following children:

NAME, PRESENT RESIDENCE & AGE
Kassandra Ruiz Saldivar, 43 Gettysburg
Street, Apt. 1, Arendtsville, PA 17303,
14 years, DOB: 8-10-95

Kevin Artura Ruiz-Saldivar, 43
Gettysburg Street, Apt. 1, Arendtsville,
PA 17303, 6 years, DOB: 11-19-02

Brandon Ruiz Saldivar, 43 Gettysburg
Street, Apt. 1, Arendtsville, PA 17303,
2 years, DOB: 1-3-07

The children were not born out of wed-
lock.

The children are presently in the phys-
ical custody of Plaintiff, who resides as
set forth above.

For the past five years or since birth, the
children have resided with the following
persons and at the following addresses:

(continued on page 8)

LIST OF ALL PERSONS, LIST OF ALL ADDRESSES & DATES

Plaintiff, 43 Gettysburg Street, Apt. 1, Arendtsville, PA 17303, 9/07 to present
 Plaintiff and Defendant, 43 Gettysburg Street, Apt. 1, Arendtsville, PA 17303, 2004 to 9/07

The father of the children is Defendant, currently residing as set forth above.

He is married to Plaintiff.

The mother of the children is Plaintiff, currently residing as set forth above.

She is married to Defendant.

12. The relationship of Plaintiff to the children is that of natural mother. The Plaintiff currently resides with the children.

13. The relationship of the Defendant to the children is that of natural father. It is unknown whether Defendant currently resides with anyone.

14. Plaintiff has not participated as a party or witness, or in another capacity, in other litigation concerning the custody of the children in this or another court. Plaintiff has no information of a custody proceeding concerning the children pending in a court of this Commonwealth or any other jurisdiction. Plaintiff does not know of a person not a party to the proceedings who has physical custody of the children or claims to have custody or visitation rights with respect to the children.

15. The best interests and permanent welfare of the children will be served by granting the relief requested.

16. Each parent whose parental rights to the children have not been terminated and the person who has physical custody of the children have been named as parties to this action.

WHEREFORE, Plaintiff requests the Court to grant sole physical and sole legal custody of the children to her.

WOLFE & RICE, LLC
 Patrick W. Quinn, Esq.
 Attorneys for Plaintiff
 47 West High Street
 Gettysburg, PA 17325
 (717) 337-3754

IN THE COURT OF
 COMMON PLEAS OF
 ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION-DIVORCE AND
 RELATED CLAIM
 NO. 09-S-1746

REYNA SALDIVAR ARIZMENDI, Plaintiff
 v.

ARTURO RUIZ MUNIZ, Defendant

VERIFICATION

I, Reyna Saldivar Arizmendi, verify that the statements made in this Complaint

for Divorce and Related Claim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: _____

Reyna Saldivar Arizmendi, Plaintiff

IN THE COURT OF
 COMMON PLEAS OF
 ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION-DIVORCE AND
 RELATED CLAIM
 NO. 09-S-1746

REYNA SALDIVAR ARIZMENDI, Plaintiff
 v.

ARTURO RUIZ MUNIZ, Defendant

COUNTER-AFFIDAVIT UNDER
 SECTION 3301(D)
 OF THE DIVORCE CODE

1. Check either (a) or (b):

____(a) I do not oppose the entry of a divorce decree.

____(b) I oppose the entry of a divorce decree because

(Check: (i), (ii) or both):

____(i) The parties to this action have not lived separate and apart for a period of at least two years.

____(ii) The marriage is not irretrievably broken.

2. Check either (a) or (b):

____(a) I do not wish to make any claims for economic relief. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

____(b) I wish to claim economic relief which may include alimony, division of property, lawyer's fees or expenses or other important rights.

I understand that in addition to checking (b) above, I must also file all of my economic claims with the Prothonotary in writing and serve them on the other party. If I fail to do so before the date set forth on the Notice of Intention to Request Divorce Decree, the divorce decree may be entered without further notice to me, and I shall be unable thereafter to file any economic claims.

I verify that the statements made in this Counter-affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: _____

Arturo Ruiz Muniz, Defendant

NOTICE: IF YOU DO NOT WISH TO OPPOSE THE ENTRY OF A DIVORCE DECREE AND YOU DO NOT WISH TO MAKE ANY CLAIM FOR ECONOMIC RELIEF, YOU SHOULD NOT FILE THIS COUNTER-AFFIDAVIT.

IN THE COURT OF
 COMMON PLEAS OF
 ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION-DIVORCE AND
 RELATED CLAIM
 NO. 09-S-1746

REYNA SALDIVAR ARIZMENDI, Plaintiff
 v.

ARTURO RUIZ MUNIZ, Defendant

NOTICE

If you wish to deny any of the allegations set forth in this affidavit, you must file a counter-affidavit within twenty days after this affidavit has been served on you or the statements will be admitted.

AFFIDAVIT UNDER SECTION 3301(D)
 OF THE DIVORCE CODE

1. The parties to this action separated on or before September 30, 2007 and have continued to live separate and apart for a period of at least two years.

2. The marriage is irretrievably broken.

3. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

I verify that the statements made in this Affidavit are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: _____

Reyna Saldivar Arizmendi, Plaintiff
 7/23

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 09-S-2012 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 09-S-2012

DEUTSCHE BANK NATIONAL TRUST
COMPANY

vs.

SCOTT D. VANLEEUEWEN &
MINDA K. VANLEEUEWEN

161 PINE GROVE FURNACE ROAD
ASPERS, PA 17304

MENALLEN TOWNSHIP

Parcel No.: 29-E04-0060-000
(Acreage or street address)

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$181,005.18

Attorneys for Plaintiff

Milstead & Associates, LLC

SEIZED and taken into execution as the property of **Scott D. Vanleeuwen & Minda K. Vanleeuwen** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 1, 2010, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. 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.

7/23, 30 & 8/6

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 09-S-2042 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 09-S-2042

PNC BANK NATIONAL ASSOCIATION
vs.

GEORGE M. SCOTT &
LAURIE B. SCOTT

3 TIFFANY COURT
HANOVER, PA 17331

PARCEL NO. 08-K14-0211---000

TOWNSHIP OF CONEWAGO

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$230,724.25

Attorneys for Plaintiff

Tucker Arensberg, P.C.

SEIZED and taken into execution as the property of **George M. Scott & Laurie B. Scott** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 1, 2010, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. 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.

7/23, 30 & 8/6

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-215 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-215

WELLSFARGO BANK NA
vs.

MELISSA A. SPEELMAN
225 GETTYSBURG STREET
ARENDTSTVILLE, PA 17303

PARCEL NO. 02-009-0006---000
BOROUGH OF ARENDTSTVILLE

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$159,160.42

Attorneys for Plaintiff

Goldbeck, McCafferty & McKeever

SEIZED and taken into execution as the property of **Melissa A. Speelman** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

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7/23, 30 & 8/6

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 FRANCIS R. RAMEY, DEC'D**

Late of Cumberland Township, Adams County, Pennsylvania

Personal Representatives: Marilyn M. Ramey, 10609 Springmann Drive, Fairfax, VA 22030; Raymond L. Hopkins, Jr., 43 Pegram Street, Gettysburg, PA 17325-3233

Attorney: Mr. Richard Thrasher, Esq., Puhl, Eastman & Thrasher, 220 Baltimore St., Gettysburg, PA 17325

ESTATE OF NANCY L. SHULTZ, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Executrix: Tina M. Thomas, 399 Boyd's Hollow Rd., Biglerville, PA 17307

Attorney: Chester G. Schultz, Esq., 145 Baltimore Street, Gettysburg, PA 17325

ESTATE OF JAY ANDREW SULLIVAN, DEC'D

Late of Tyrone Township, Adams County, Pennsylvania

Administratrix: Kathleen W. Tracey and Marilyn L. Redding, c/o D.J. Hart, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

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

SECOND PUBLICATION**ESTATE OF WILLIAM T. HEYSER, DEC'D**

Late of the Borough of Gettysburg, Adams County, Pennsylvania

William T. Heyser, Jr., 156 Precision Avenue, Strasburg, PA 17579

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

ESTATE OF OSCAR MONROE LAUGHMAN, SR., a/k/a OSCAR M. LAUGHMAN, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Timothy A. Laughman, 101 South Water Street, Apt. 3, New Oxford, PA 17350

Attorney: Timothy J. Shultis, Esq., Miller & Shultis, P.C., 249 York Street, Hanover, PA 17331

ESTATE OF ROBERT LEE ROHRBAUGH, DEC'D

Late of the Borough of East Berlin, Adams County, Pennsylvania

Administrator: Christine M. Wagaman, c/o Sharon E. Myers, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

Attorney: Sharon E. Myers, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

ESTATE OF LEROY L. SLENKER, JR., DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Executrix: Lucinda M. Slenker, c/o Alan M. Cashman, Esq., 141 Broadway, Suite 230, Hanover, PA 17331

Attorney: Alan M. Cashman, Esq., 141 Broadway, Suite 230, Hanover, PA 17331

ESTATE OF MARIE A. SMITH, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Personal Representative: Mr. Paul G. Smith, Jr., 143 Linden Avenue, Hanover, PA 17331

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

ESTATE OF ETHEL M. SPRIGG, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Executrix: Joyce E. Shoemaker, 5 Antrim St., Taneytown, MD 21787

THIRD PUBLICATION**ESTATE OF BETTY L. JENKINS a/k/a BETTY LOUISE JENKINS, DEC'D**

Late of Mount Joy Township, Adams County, Pennsylvania

Barbara Rae Deeds, 318 Stultz Road, Fairfield, PA 17320; Sharon Kay Cooke, 290 Schwartz Road, Gettysburg, PA 17325

Attorney: Henry O. Heiser, III, Esq., 104 Baltimore Street, Gettysburg, PA 17325

ESTATE OF DANIEL H. JENKINS, DEC'D

Late of Mount Joy Township, Adams County, Pennsylvania

Barbara Rae Deeds, 318 Stultz Road, Fairfield, PA 17320; Sharon Kay Cooke, 290 Schwartz Road, Gettysburg, PA 17325

Attorney: Henry O. Heiser, III, Esq., 104 Baltimore Street, Gettysburg, PA 17325

ESTATE OF GENE LAZARCHIK, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: Daniel G. O'Dell, 286 Ridge Avenue, Gettysburg, PA 17325

Attorney: Scott W. Morrison, Esq., 6 West Main Street, P.O. Box 232, New Bloomfield, PA 17068

IN THE COURT OF COMMON PLEAS
OF ADAMS COUNTY
COMMONWEALTH OF PENNSYLVANIA

CIVIL ACTION—LAW
NO. 2010-S-1072
Action to Quiet Title

STANLEY F. THORNTON, JEAN M.
THORNTON, Plaintiffs

vs.

CHARNITA, INC., its Successors and
Assigns, Defendant

TO: Charnita, Inc., its successors and/or
assigns:

NOTICE

You are notified that the Plaintiffs have commenced an action to quiet title against you by Complaint filed on June 30, 2010, which action you are required to defend.

You are required to plead to the said Complaint within twenty (20) days after service has been completed by publication, or judgment by default may be entered against you.

This action concerns two tracts of land in Liberty Township, Adams County, Pennsylvania bounded and described as follows:

ALL those two tracts of land lying and situate in Liberty Township, Adams County, Pennsylvania, being Lot Nos. 9999A and 9999B in Section AE, more particularly bounded and described as follows:

TRACT NO. 1
PARCEL AE-9999A

BEGINNING at a point in the center of Sheridan Trail at Lot No. 57; thence in the center of Sheridan Trail and said lot, South 73 degrees 32 minutes 46 seconds East, 80.66 feet to Lot No. 56; thence by said lot South 16 degrees 27 minutes 14 seconds East, 225 feet to Lot No. 46; thence by said lot North 73 degrees 32 minutes 46 seconds West, 71 feet to a point in the center of Hull Trail; thence in said Hull Trail, North 17 degrees 17 minutes 40 seconds West, 64.99 feet to a point at land now or formerly of Ray P. Duvall; thence along said land now or formerly of Ray P. Duvall, North 25 degrees 14 minutes 58 seconds East, 173 feet to a point in the center of Sheridan Trail, the place of BEGINNING.

TRACT NO. 2
PARCEL AE-9999B

BEGINNING at a point in the center of Hull Trail at Lot 9999A (Tract No.1); thence continuing along the center of Hull and Lot No. 46, South 17 degrees 17 minutes 40 seconds East 341.55 feet to a point at Lot No. 45; thence along said Lot No. 45, South 56 degrees 06 minutes 00 seconds West, 271.32 feet to Lot No. 26; thence by said lot South 17 degrees 17 minutes 40 seconds West, 96.78 feet to a point at land now or for-

merly of Ray P. Duvall; thence along said land now or formerly of Ray P. Duvall, North 25 degrees 14 minutes 58 seconds East, 384.52 feet to a point in the center of Hull Trail, the place of BEGINNING.

The above description was taken from a plan of lots labeled "Section AE, Charnita" dated November 22, 1971, prepared by Evans, Hagan & Holdefer, and recorded in Adams County Plat Book No. 1A at page 110.

BEING part of the same tract of land which Charles M. Weishaar and Annie R. Weishaar, husband and wife, by deed dated December 30, 1969 and recorded in the office of the Recorder of Deeds of Adams County, Pennsylvania, in Deed Book 280 at page 992, sold and conveyed unto Charnita, Inc., a Pennsylvania corporation, the legal titled owner.

If you wish to defend, you must take action by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claim set forth against you. 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 Plaintiffs, You may lose money or property or other rights important to you.

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.

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

7/23

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-41 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 10th day of September, 2010, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
NO. 10-S-41

GMAC MORTGAGE, LLC
vs.

JASON ALLEN WAGNER

322 SOUTH STREET
HANOVER, PA 17331

PARCEL NO. 08-009-0005---000

TOWNSHIP OF CONEWAGO

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$140,333.09

Attorneys for Plaintiff
Goldbeck, McCafferty & McKeever

SEIZED and taken into execution as the property of **Jason Allen Wagner** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

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