

Adams County Legal Journal

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IN THIS ISSUE

WAGNER ET AL VS. SHANK ET AL

A Trust means peace of
mind. So does the
strength of experience.

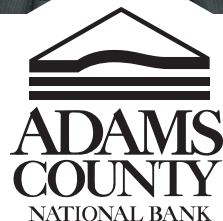
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SHERIFF'S SALE

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

WAGNER ET AL VS. SHANK ET AL

1. In ruling on preliminary objections the court must accept as true all well-pleaded material allegations as well as inferences reasonably deduced from them.

2. When none of the additional defendants were parties to the contract between a plaintiff and defendant, joinder would be improper in an assumpsit action.

3. If the defendant does not allege the proposed additional defendant was a party to the contract between the plaintiff and defendant, the additional defendant cannot be deemed potentially liable to the Plaintiff on the breach of contract claim.

4. When the additional defendant is not a party to the contract, it cannot be held liable on a breach of contract action brought by the plaintiff against the defendant.

5. Contract claims do not give rise to contribution rights.

6. Indemnity is a common law remedy shifting the entire loss from one who has been compelled, by reason of some legal delegation, to pay a judgment occasioned by the initial negligence of another who should bear it.

7. If the person seeking indemnity had any part in causing the injury, indemnity is not available.

8. 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.

9. 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.

10. The key to a misrepresentation claim is justifiable reliance.

11. 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.

12. 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.

13. 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. There is no established exception which permits recovery of attorney fees in an action for fraud.

14. A cause of action for misrepresentation can support a claim for punitive damages.

15. Averments of fraud must be pled with particularity, but malice, intent, knowledge, and other states of mind may be averred generally.

16. Where a tortfeasor's actions rise to no more than gross negligence, punitive damages are not justified. The behavior of the defendant must be flagrant, grossly deviating from the ordinary standard of care.

17. Every contract in Pennsylvania imposes on each party a duty of good faith and fair dealing in its performance and its enforcement. Good faith has been defined as "honesty in fact in the conduct or transaction concerned."

18. 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.

In the Court of Common Pleas of Adams County, Pennsylvania, Civil, No. 07-S-1571, MELVIN E. WAGNER AND WENDY L. WAGNER VS. GARY E. SHANK, AS EXECUTOR OF THE ESTATE OF CLOYD F. SHANK, VS. KERMIT SINGLEY, MARSHA SMITH AND LONG & FOSTER REAL ESTATE, INC.

Robert L. McQuaide, Esq., for Plaintiffs

Michael J. Krout, Esq., for Defendant

Neil A. Slenker, Esq., for Additional Defendants

Kuhn, P.J., December 10, 2009

OPINION ON ADDITIONAL DEFENDANTS’ PRELIMINARY OBJECTIONS

Before the Court are the Additional Defendants’ Preliminary Objections filed September 2, 2009. For the reasons set forth herein, said Objections are sustained in part, overruled in part.

BACKGROUND

1. Plaintiffs (hereinafter “Buyers”) are adult individuals residing in Fairfield, Adams County, Pennsylvania.
2. Defendant, Cloyd F. Shank (hereinafter “Seller”), was an adult individual residing in York Springs, Adams County, Pennsylvania. Cloyd Shank passed away in 2009. On June 5, 2009, Gary E. Shank entered his appearance as executor of Defendant’s estate.
3. The Additional Defendant, Long & Foster, Inc. (hereinafter “Broker”), is a foreign corporation registered to do business in Pennsylvania and conducting business in Gettysburg, Pennsylvania. Additional Defendants, Smith and Singley (hereinafter “agents”) are employees of Long & Foster.
4. On or about June 27, 2005, Seller executed a deed for the sale of property at 1425 Carlisle Road, Aspers, Adams County, Pennsylvania to Buyers. **(Complaint Ex. 1)**. The purchase was preceded by an Agreement of Sale (“Agreement”) entered into on April 12, 2005. The Additional Defendants acted as broker and agent for Seller. **(Complaint Ex. 2)**.

5. Language in the Addendum to the Agreement stated, “Seller represents and warrants to Buyer, which representations and warranties shall survive the closing that:...9(c) No portion of this property is ‘Wetlands.’”
6. The property listing agreement identifies Kermit Singley, Jr., as listing agent and advertises that the “[p]roperty on 8+ acres allows for some expansion or development.” (**Complaint Ex. 3**).
7. By letter dated October 2, 2007, Buyers were informed by John Roemer, IV, President of Roemer Ecological Services, Inc., that a significant portion of the property consisted of areas designated as “wetlands.”
8. On April 1, 2008, Buyers filed a Complaint alleging:
 - a. Buyers expressed to Seller and Seller’s agent that they were interested in the property specifically as a business location and as an investment property.
 - b. In the spring of 2005, Buyers viewed the property with Singley who represented that the property had 8+ acres suitable for development.
 - c. Buyers purchased the property relying in part on Seller’s representation that no wetlands existed on the property and it was suitable for some expansion and development.
 - d. The ecological report produced by Roemer indicated that most of the subject property is wetland.
 - e. Because Buyers can no longer subdivide or sell any of the raw land which compromises the 8+ acres of property of unusable wetlands, the value of the property has diminished by \$25,000.00 per acre for a total loss of \$175,000.00.
9. Buyers set forth counts for breach of contract (I), fraudulent misrepresentation or concealment (II), and negligent misrepresentation or concealment (III).
10. On April 18, 2008, Seller filed an Answer and New Matter and a Complaint To Join Additional Defendants.
11. On May 14, 2008, Additional Defendants filed Preliminary Objections to the Complaint To Join Additional Defendants. A brief was filed May 27, 2008. The first objection alleged that

- the matter should be dismissed because the Agreement provided that all disputes should be submitted to mediation.
12. By Order dated June 30, 2008, the matter was stayed pending the outcome of mediation proceedings.
 13. In July, 2009, the Court was informed that mediation procedures were unsuccessful.
 14. On August 18, 2009, Seller filed an Amended Complaint To Join Additional Defendants wherein it alleged:
 - a. Additional Defendants held themselves out as experienced realtors and real estate agents able to properly represent Seller with regard to the sale of real property.
 - b. On October 28, 2004, Seller and Additional Defendants entered into an Exclusive Authorization and Agreement to Sell or Lease Commercial Real Estate. (**Additional Defendants Complaint, Ex. A**). Per that agreement, Additional Defendants agreed to find a purchaser for Seller's property and act as Seller's agent for that purpose.
 - c. Additional Defendants created the Agreement and Addendum that was executed by Seller and Buyers.
 - d. Additional Defendants failed to satisfy their duties by failing to advise Seller of the definition of wetlands and its application to Seller's sale of property to Buyers, by creating sales documents with warranties that unnecessarily exposed Seller to risk and future liability, by failing to satisfy the duty of good faith and fair dealing.
 - e. Additional Defendants are either solely liable to Buyers or liable with Seller on the causes of action set forth in the Complaint.¹
 15. On September 2, 2009, Additional Defendants filed Preliminary Objections to the Amended Complaint To Join Additional Defendants. A brief was filed on September 8, 2009.
 16. Seller responded on September 22, 2009.

¹ Defendant incorporated by reference all paragraphs of the Complaint filed April 1, 2008.

ISSUES

1. Whether a cause of action exists to hold the broker and agents solely liable or liable with the Seller on Buyers' breach of contract claim.
2. Whether a cause of action exists to hold the broker and agents solely liable or liable with the Seller on Buyers' fraudulent and negligent misrepresentation claims.
3. Whether a valid claim for relief has been stated in the initial Complaint that would permit attorney's fees to be collected from the broker and agents.
4. Whether a valid claim for relief has been stated in the initial Complaint that would permit punitive damages to be collected from the broker and agents.
5. Whether the Complaint To Join Additional Defendants should be dismissed for failure to conform to law or rule of court.
6. Whether Seller's breach of contract claim against the broker and agents should be dismissed for failing to state a cause of action upon which relief can be granted.

CONCLUSIONS OF LAW

1. A cause of action does not exist to hold the broker and agents solely liable or liable with Seller on Buyers' breach of contract claim.
2. A cause of action does not exist to hold the broker and agents solely liable or liable with Seller on Buyers' fraudulent or negligent misrepresentation claims.
3. A valid claim for relief has not been stated in the initial Complaint that would permit attorney's fees to be collected from the broker and agents.
4. A valid claim for relief has been stated in the initial Complaint that would permit punitive damages to be collected from the broker and agents.
5. The Complaint to Join Additional Defendants shall not be dismissed for failure to conform to law or rule of court.
6. Seller's breach of contract action against the broker and agents shall not be dismissed for failure to state a cause of action.

DISCUSSION

Preliminary objections are governed by Pa. R. Civ. P. 1028. The Additional Defendants have filed their objections pursuant to Rule 1028(a)(2) and (4), failure to comply with rule of court and legal insufficiency of a pleading (demurrer), respectively. In ruling on preliminary objections the court must accept as true all well-pleaded material allegations as well as inferences reasonably deduced from them. *Envirotest Partners v. Dept. of Transp.*, 664 A.2d 208 (Commw. Ct. 1995). The court need not accept as true conclusions of law, unwarranted inferences from facts, argumentative allegations, or expressions of opinion. *Id.* To sustain preliminary objections it must appear with certainty that the law will not permit recovery. *Id.* Any doubt should be resolved by a refusal to sustain them. *Id.* The court's review is confined to the contents of the complaint. *In Re Adoption of S.P.T.*, 783 A.2d 779, 782 (Pa. Super. 2001). The court may not consider any evidence or facts outside the four corners of the pleadings. *Id.* The relative merits of the complaint have no bearing on the disposition of the matter. *Id.* A demurrer will be sustained only where the Complaint shows with certainty that upon the facts averred the law will not permit the plaintiff to recover. *Firetree, Ltd. v. Dept. of General Services*, 920 A.2d 906, 911 (Pa. Commw. 2007). If there is any doubt, the matter should be resolved in favor of overruling the demurrer. *Id.*

The Additional Defendants' first preliminary objection is filed pursuant to Rule 1028(a)(4). The broker and agents contend that because they were not a party to the Agreement between Buyers and Seller, they cannot be held liable on Buyers' cause of action for breach of contract. Seller contends that he is not alleging that the broker and agents breached the Agreement, but rather, alleges that if Seller committed a breach of the Agreement, such acts were caused by the broker and agents' failure to meet their duties and obligations as set forth in the listing agreement.

Seller is rather ingenuous when asserting that he is not alleging that the broker and agent breached the Agreement. Seller has incorporated by reference all paragraphs of Plaintiffs' Complaint filed April 1, 2008. He also pleads that if Buyers have a meritorious cause of action against him, then the broker and agents are either solely or partially liable on that cause of action. Clearly, a cause of action for

breach of contract has been filed against Seller. Therefore, if Seller is alleging that the broker and agent are responsible for the breach then he is asserting they are liable on that Count.

As part of its cause of action for breach of contract against Seller, Buyers allege that they expressed to Seller's Agent, Singley, that they were interested in the subject property specifically as a business location and investment property and that agent Singley assured them there were 8+ acres suitable for development. A review of the Agreement reveals that "Long & Foster Real Estate" was acting as Seller's agent and that Kermit Singley signed the document as "witness as to seller." The Agreement identifies the parties as Buyers and Cloyd Shank. It does not appear from the documents presented that the broker and agents were parties to the Agreement.

Pursuant to Pa. R. Civ. P. 2252:

(a) Except as provided by Rule 1706.1, any party may join as an additional Defendant any person not a party to the action who may be

(1) solely liable on the underlying cause of action against the joining party, or

...

(4) liable to or with the joining party on any cause of action arising out of the transaction or occurrence or series of transactions or occurrence upon which the underlying cause of action against the joining party is based.

Rule 1706.1 relates to class action suits.

When none of the additional defendants were parties to the contract between a plaintiff and defendant, joinder would be improper in an assumpsit action. See, *Trinity Area Sch. Dist. v. Dickson*, 302 A.2d 481, 485 (Pa. Super. 1973). If the defendant does not allege the proposed additional defendant was a party to the contract between the plaintiff and defendant, the additional defendant cannot be deemed potentially liable to the Plaintiff on the breach of contract claim. See, *Boswell v. Aetna Life Insurance Co.*, 31 Pa. D. & C.3d 94, 99 (Beaver Co. 1984). Seller has clearly alleged that the broker and agents have breached the Listing Agreement entered into between them. However, there is no allegation on the part of Seller

that the broker and agents were parties to the contract entered into between Buyers and Seller.² “It is fundamental contract law that one cannot be liable for a breach of contract unless one is a party to that contract.” *Ashburner Concrete & Masonry Supply, Inc. v. O’Connor Truck Sales, Inc.*, 2001 WL 1808035 *6 (Pa. Com. Pl. 2001). When the additional defendant is not a party to the contract, it cannot be held liable on a breach of contract action brought by the plaintiff against the defendant. *Id.*

Seller’s remaining grounds for joinder on Buyers’ breach of contract claim would be contribution and indemnity. *Boswell*, 31 Pa. D. & C.3d at 99-100. Contract claims do not give rise to contribution rights.³ *Id.* “Indemnity is a common law remedy shifting the entire loss from one who has been compelled, by reason of some legal delegation, to pay a judgment occasioned by the initial negligence of another who should bear it.” *Clark Companies et. al v. EA Engineering*, 46 A.C.L.J. 133, 137 (2003) (citations omitted). In applying indemnity principles the court must look to whether the party seeking indemnity had any part in causing the injury. *Id.* If the person seeking indemnity had any part in causing the injury, indemnity is not available. *Taylor v. Kemper National Insurance Co., Inc.*, 39 ACLJ 137, 140 (1996). In this case, it cannot be said that Seller is without fault for the damages allegedly caused to Buyers.

Accordingly, it is not appropriate to join the broker and agent and hold them solely liable or liable with Seller on Buyers’ breach of contract claim. Therefore, the Additional Defendants’ first preliminary objection is sustained.⁴

Continued to next issue (7/23/2010)

² Seller alleges that the broker and agents created the Agreement and the Addendum, but that is quite different than alleging they are a party to the agreement.

³ “The right of contribution empowers a jointly liable party who has paid more than his proper share in discharging the joint liability to compel the others to reimburse him proportionately.” *Boswell*, 31 Pa. D. & C. at 97.

⁴ By granting this Preliminary Objection, the Court is not deciding whether the Additional Defendants were responsible for Defendant’s alleged breach of contract; the Court is simply stating that liability cannot be attached to the Additional Defendants for Defendant’s alleged breach of the Agreement.

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.: 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 **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
LITTLESTOWN, 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-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
LITTLESTOWN, 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

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 & Schmieg, 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 & Schmieg, 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 & Schmieg, 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 & Schmieg, 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
LITTLTOWN, PA 17340

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

BOROUGH OF LITTLTOWN
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 ACTION IN
MORTGAGE FORECLOSURE

IN THE COURT OF
COMMON PLEAS OF
ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION—LAW
NO. 2009-SU-2001

CITIMORTGAGE, INC., Plaintiff
vs.

MICHAEL BOLINSKY, Defendant

NOTICE

TO: MICHAEL BOLINSKY, Defendant

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

Your house (real estate) at 714 LINDEN AVENUE, HANOVER, PA 17331, is scheduled to be sold at Sheriff's Sale on SEPTEMBER 10, 2010 at 10:00 A.M., in the Office of the Sheriff, Adams County Courthouse, Gettysburg, PA 17325, to enforce the court judgment of \$118,158.45, obtained by CITIMORTGAGE, INC., against you.

Property Description: ATC lot or piece of ground sit. in Conewago Twp., Adams Co., PA. BEG. at an iron pipe on the SW side of Linden Ave. at lands of Ethel Small; thence by lands of Ethel Small S 44° 27' 14" W, 100.83 ft. to an iron pipe at lands of Laverne K. and Helen K. Lawrence; thence by same N 44° 46' 51" W, 15.69 ft. to an iron pipe; thence continuing by same S 45° 24' 4" W, 19.85 ft. to an iron pipe; thence continuing by same N 43° 54' 39" W, 44 ft. to an iron pipe lands of John F. Klunk; thence by lands of John F. Klunk N 44° 27' 14" E, 119.41 ft. to an iron pipe at Linden Ave. aforesaid; thence along Linden Ave. S 45° 22' E, 60 ft. to an iron pipe. BEING known as 714 LINDEN AVENUE, HANOVER, PA 17331. BEING THE SAME PREMISES which Michael Bolinsky and Holly Bolinsky, husband and wife, by Indenture dated August 24, 2007 and recorded August 30, 2007 in the Office of the Recorder of Deeds in and for Adams County in Deed Book 4962, Page 156, granted and conveyed unto Michael Bolinsky, adult individual. PARCEL NO. 08008-0056--000.

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 cancelled if you pay to the mortgagee the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: (215) 942-2090. 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 notice below 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 (215) 942-2090. 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 in the sale. To find out if this has happened, you may call Gregory Javardian, Esquire at (215) 942-2090. 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 the 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 house. A schedule of distribution of the money bid for your house will be filed by the Sheriff. 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 distribution is wrong) are filed with the Sheriff within ten (10) days. 7. You may also have other rights and defenses, or ways of getting your home 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
ADAMS COUNTY COURTHOUSE,
GETTYSBURG, PA 17325
TELEPHONE: (717) 337-9846

Gregory Javardian, Esq.
Atty. for Plaintiff
1310 Industrial Blvd., Suite 101
Southampton, PA 18966
215-942-2090

7/16

FICTITIOUS NAME NOTICE

NOTICE IS GIVEN that an Application for Registration of Fictitious Name was filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, on June 30, 2010, pursuant to the Fictitious Name Act, setting forth that Stacey Mack Development, LLC, of 8 Rosecroft Run, Hanover, PA 17331, is the only entity owning or interested in a business, the character of which is the development and sale of health products and that the name, style and designation under which said business is and will be conducted is J & S HEALTH PRODUCTS and the location where said business is and will be conducted is 8 Rosecroft Run, Hanover, PA 17331.

Guthrie, Nonemaker, Yingst & Hart, LLP
Solicitor

7/16

IN THE COURT OF
COMMON PLEAS OF CUMBERLAND
COUNTY, PENNSYLVANIA

ACTION FOR DECLARATORY
JUDGMENT
NO. 2010-1601

ROBERT L. KNISLEY, Plaintiff

v.

MILTON P. NAILOR, Defendant

PLEASE TAKE NOTICE

AN ACTION HAS BEEN FILED IN CUMBERLAND COUNTY AT DOCKET NUMBER 2010-1601 TO DETERMINE THE OWNERSHIP OF THE FOLLOWING VEHICLES:

1. 2000 Kenworth Conventional tractor, vehicle identification number 1XKADR9X8YJ841412; AND
2. 1994 Great Dane Reefer trailer, vehicle identification number 1GRAA9624RB110801

ON AUGUST 6, 2010, THE ABOVE-NAMED PLAINTIFF, BY AND THROUGH HIS ATTORNEYS, MARCELLO & KIVISTO, LLC WILL FILE A MOTION WITH THE COURT SEEKING A COURT ORDER DECLARING PLAINTIFF OWNER OF THE ABOVE-LISTED VEHICLES.

7/16

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 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

SECOND 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

THIRD PUBLICATION**ESTATE OF ROBERT A. BRODBECK, DEC'D**

Late of Conewago Township, Adams County, Pennsylvania

Executor: Robert A. Brodbeck, 482 Providence Drive, McSherrystown, PA 17344

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

ESTATE OF JAMES ROBERT HAHN, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Executrix: Patsy Brown, 1970 Taneytown Rd., Gettysburg, PA 17325

Attorney: Barbara Jo Entwistle, Esq., Entwistle & Roberts, 66 West Middle Street, Gettysburg, PA 17325

ESTATE OF ANNA S. KLUNK a/k/a ANNA L. KLUNK, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Executors: Stephen J. Klunk, 50 Shady Lane, Hanover, PA 17331; Gary F. Klunk, 227 Vincent Drive, McSherrystown, PA 17344

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

ESTATE OF HOWARD O. MYERS, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executrix: Louise E. Myers, c/o Elinor Albright Rebert, Esq., 515 Carlisle Street, Hanover, PA 17331

Attorney: Elinor Albright Rebert, Esq., 515 Carlisle St., Hanover, PA 17331

ESTATE OF ROSELLA T. PLUNKERT a/k/a ROSELLA M. PLUNKERT, DEC'D

Late of Union Township, Adams County, Pennsylvania

Executrix: Bobbye Kay Dillman, 700 Littlestown Road, Littlestown, PA 17340

Attorney: Clayton R. Wilcox, Esq., P.O. Box 176, Littlestown, PA 17340

ESTATE OF IRENE C. SHRADER, DEC'D

Late of Hamilton Township, Adams County, Pennsylvania

Executors: Bruce E. Shrader, 3916 York Road, New Oxford, PA 17350; Deborah A. Bell, 237 Hanover Street, New Oxford, PA 17350

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

ESTATE OF MARY I. WETZEL, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executrix: Jane M. Wetzel, 996 Old Route 30, Orrtanna, PA 17353

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

IN THE COURT OF
COMMON PLEAS OF
ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION—LAW
NO. 09-S-1975
NOTICE OF ACTION IN
MORTGAGE FORECLOSURE

ONEWEST BANK, FSB, Plaintiff

vs.

MARK T. JENDRO and KRISTAL JENDRO, Defendants

TO: MARK T. JENDRO and KRISTAL JENDRO, Defendants, whose last known addresses are 225 Taylor Circle, Grovetown, GA 30813 and 53 Hemlock Drive, Hanover, PA 17331.

COMPLAINT IN MORTGAGE
FORECLOSURE

You are hereby notified that Plaintiff, ONEWEST BANK, FSB, has filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of Adams County, Pennsylvania, docketed to NO. 09-S-1975, wherein Plaintiff seeks to foreclose on the mortgage secured on your property located, 53 Hemlock Drive, Hanover, PA 17331, whereupon your property would be sold by the Sheriff of Adams County.

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the notice above, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims 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 by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. 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 THE 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
Court Administrator
Adams County Courthouse
Gettysburg, PA 17325
717-337-9846

Mark J. Udren, Stuart Winneg, Lorraine Doyle, Alan M. Minato, Chandra M. Arkema, Louis A. Simoni, Adam L. Kayes and Marguerite L. Thomas, Attorneys for Plaintiff
Udren Law Offices, P.C.
111 Woodcrest Rd., Ste. 200
Cherry Hill, NJ 08003
856-669-5400

7/16

IN THE COURT OF
COMMON PLEAS OF
ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION—LAW
NO. 10-S-586
NOTICE OF ACTION IN
MORTGAGE FORECLOSURE

THE BANK OF NEW YORK MELLON FORMERLY KNOWN AS THE BANK OF NEW YORK ON BEHALF OF CIT HOME EQUITY LOAN TRUST 2003-1, Plaintiff

vs.

RICHARD W. SCHOTT (MORTGAGOR) and LUZMINDA U. SCHOTT, Defendants
TO: RICHARD W. SCHOTT (MORTGAGOR) and LUZMINDA U. SCHOTT, Defendants, whose last known addresses are 410 Fox Bay Road, Loris, SC 29569 and 6810 Chambersburg Road, Fayetteville, PA 17222.

COMPLAINT IN MORTGAGE
FORECLOSURE

You are hereby notified that Plaintiff, THE BANK OF NEW YORK MELLON FORMERLY KNOWN AS THE BANK OF NEW YORK ON BEHALF OF CIT HOME EQUITY LOAN TRUST 2003-1, has filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of Adams County, Pennsylvania, docketed to NO. 10-S-586, wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 6810 Chambersburg Road, Fayetteville, PA 17222, whereupon your property would be sold by the Sheriff of Adams County.

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the notice above, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims 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 by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. 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 THE 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
Court Administrator
Adams County Courthouse
Gettysburg, PA 17325
717-337-9846

Mark J. Udren, Stuart Winneg, Lorraine Doyle, Alan M. Minato, Chandra M. Arkema, Louis A. Simoni, Adam L. Kayes and Marguerite L. Thomas, Attorneys for Plaintiff
Udren Law Offices, P.C.
111 Woodcrest Rd., Ste. 200
Cherry Hill, NJ 08003
856-669-5400

7/16

