

# *Adams County* Legal Journal

Vol. 65

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No. 10

## IN THIS ISSUE

TERRY L. MOWERY  
VS.  
BARBARA A. MOWERY

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ADAMS COUNTY LEGAL JOURNAL (USPS 542-600)

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COURT OF COMMON PLEAS  
CIVIL DIVISION  
ADAMS COUNTY  
NO: 2023-SU-0150

Finance of America Reverse, LLC  
PLAINTIFF  
vs.

Trisha Cassidy, known Heir of Michael F. Cassidy, deceased; Kristen Cassidy, known Heir of Michael F. Cassidy, deceased; and Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or under Michael F. Cassidy, deceased  
DEFENDANTS

To the Defendants, Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or under Michael F. Cassidy, deceased: TAKE NOTICE THAT THE Plaintiff, Finance of America Reverse, LLC has filed an action Mortgage Foreclosure, as captioned above.

NOTICE

IF YOU WISH TO DEFEND, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE YOUR DEFENSE OR OBJECTIONS WITH THE COURT. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS NOTICE 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.

Adams County Bar Association  
Court Administrator, Adams County Courthouse  
117 Baltimore Street  
Gettysburg, PA 17325

LOGS Legal Group, LLP  
By: Christopher A. DeNardo,  
PA I.D. No. 78447  
Elizabeth L. Wassall, PA I.D. No. 77788  
Leslie J. Rase, PA I.D. No. 58365  
Samantha Gable, PA I.D. No. 320695  
Heather Riloff, PA I.D. No. 309906  
Kevin T. Tonczyczyn, PA I.D. No. 332616  
3600 Horizon Drive, Suite 150  
King of Prussia, PA 19406  
Telephone: 610-278-6800  
E-Mail: [PAHELP@LOGS.COM](mailto:PAHELP@LOGS.COM)  
LLG FILE NO. 22-068273

07/07

FICTITIOUS NAME  
REGISTRATION

NOTICE IS HEREBY GIVEN that a Registration of Fictitious Name was filed in the Department of State of the Commonwealth of Pennsylvania on June 12, 2023, for Pressured Beauties with a principal place of business located at 2630P Shippensburg Rd., Biglerville, PA 17307 in Adams County. The individual interested in this business is Amber Timberlake, also located at 2630P Shippensburg Rd., Biglerville, PA 17307. This is filed in compliance with 54 Pa.C.S. 311.

07/07

## TERRY L. MOWERY v. BARBARA A. MOWERY

1. Husband requests this Court to find that the parties' premarital agreement ("the Agreement") is not a valid and binding agreement under 23 Pa. C.S. §3106. Husband maintains that the Agreement is not valid because it was entered into without full and fair disclosure of the assets and liabilities of both parties.
2. If an agreement provides that full disclosure has been made, a presumption of full disclosure arises. If a spouse attempts to rebut this presumption through an assertion of fraud or misrepresentation, then this presumption can be rebutted if it is proven by clear and convincing evidence.
3. The parties clearly and unequivocally acknowledged that they made full and fair disclosures of their assets, income, expectancies and liabilities to each other and their intentions regarding same.
4. Although the Agreement did not include the schedules A and B, which were apparently typed up after the Agreement was signed and are now missing, their absence is inadequate to establish fraud or misrepresentation that would negate Husband's certification that he received full disclosure of Wife's assets and financial obligations, except for one item which is discussed below. Wife candidly testified that, sometime after the Agreement was signed, she became aware that she had a pension benefit from her prior employer, Book of the Month Club, where she was employed until 1983, long before the parties' marriage.
5. Therefore, although we find the Agreement valid and binding on the parties, we are constrained to carve out an exception regarding Wife's Book of the Month Club pension and deem that Husband has not waived his interest in the marital portion value of that asset, because that asset was not disclosed to him prior to signing the Agreement.

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY,  
PENNSYLVANIA, 2021-SU-0952, TERRY L. MOWERY v.  
BARBARA A. MOWERY

David C. Schanbacher, Esq., Attorney for Petitioner  
Timothy J. Colgan, Esq., Attorney for Defendant  
Simpson, J., October 31, 2022

## OPINION

The parties are Husband and Wife, having been married on April 29, 1995<sup>1</sup>. They separated on or about June 25, 2021. **Husband's Complaint, ¶11.** Husband filed a complaint for divorce on October 14, 2021, under Pa. C.S.A. §3301(c) and (d) and raised ancillary economic claims of equitable distribution, alimony, and alimony pendente lite (APL). Wife was served with the complaint on October 19, 2021. The instant matters before the Court concern Husband's Petition Challenging the Validity of a Prenuptial Agreement and Wife's Petition for Special Relief Seeking Protective Order. An evidentiary hearing was held on September 27, 2022. The issue squarely before the Court is whether the document constitutes a valid and binding premarital agreement under **23 Pa. C.S. §3106 (a) and (b)** and pursuant to **Simeone v. Simeone**, 581 A.2d 162 (Pa. 1990). For the reasons set forth below, this Court finds that it is a valid and binding agreement and consequently denies Husband's Petition and grants Wife's Petition in part.

## DISCUSSION

Husband requests this Court to find that the parties' premarital agreement ("the Agreement") is not a valid and binding agreement under **23 Pa. C.S. §3106** and pursuant to **Simeone v. Simeone**, 581 A.2d 162 (Pa. 1990). Husband maintains that the Agreement is not valid because it was entered into without full and fair disclosure of the assets and liabilities of both parties. At the outset, Wife argues that **23 Pa. C.S. §3106** is inapplicable to this case because the statute was enacted after the signing of the Agreement and is not retroactive.<sup>2</sup> While we agree that the statute is not expressly

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<sup>1</sup> Husband's Complaint erroneously states the date of marriage as April 30, 1995. The Certificate of Marriage sets forth the date of marriage as April 29, 1995. **Exhibit D-5.**

<sup>2</sup> "No statute shall be construed to be retroactive unless clearly and manifestly so intended by the General Assembly." **1 Pa. C.S.A. § 1926.**

retroactive, we reject the assertion that the statute is inapplicable to this case. The statute states:

**§ 3106. Premarital agreements**

- (a) General rule. - The burden of proof to set aside a premarital agreement shall be upon the party alleging the agreement to be unenforceable. A premarital agreement shall not be enforceable if the party seeking to set aside the agreement proves, by clear and convincing evidence, that:
  - (1) the party did not execute the agreement voluntarily; or
  - (2) the party, before execution of the agreement:
    - (i) was not provided a fair and reasonable disclosure of the property or financial obligations of the other party;
    - (ii) did not voluntarily and expressly waive, in writing, any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided; and
    - (iii) did not have an adequate knowledge of the property or financial obligations of the other party.
- (b) Definition. - As used in this section, the term “premarital agreement” means an agreement between prospective spouses made in contemplation of marriage and to be effective upon marriage.

**23 Pa. C.S.A. §3106.**

While §3106 did not take effect until 2005, it merely codified the Pennsylvania Supreme Court’s decision in **Simeone v. Simeone**, 581 A.2d 162 (Pa. 1990), which was effective at the time the parties signed their Agreement. Furthermore, application of the statute does not alter the obligations of the parties to the Agreement. **McMahon v. McMahon**, 612 A.2d 1360 (Pa. Super. 1992). Therefore, we find the statute applicable to this case.

The determination of marital property rights through prenuptial, postnuptial, and settlement agreements has long been permitted, and even encouraged. **Harvey v. Harvey**, 167 A.3d 6 (Pa. Super. 2017).

As to interpretation, enforcement, and remedies, prenuptial

agreements are interpreted in accordance with traditional principles of contract law. **Id.** In **Simeone**, the Pennsylvania Supreme Court clarified the standards for determining the validity of marital settlement agreements and abolished the prior paternalistic approach to enforcement, holding that “[a]bsent fraud, misrepresentation, or duress, spouses should be bound by the terms of their agreements.” **Simeone** at 165. The **Simeone** decision rejected inquiry into the parties' knowledge of their statutory rights and whether reasonable provisions were made for a spouse. Rather, the **Simeone** Court put premarital agreements on a par with other contracts, stating that they could be invalidated for fraud, misrepresentation, or duress. The **Simeone** Court also recognized that, because the parties to premarital agreements “stand in a relation of mutual confidence and trust,” full and fair disclosure of the parties' financial positions is required. **Id.** The Court admonished, “If an agreement provides that full disclosure has been made, a presumption of full disclosure arises.” **Id.** at 167. “If a spouse attempts to rebut this presumption through an assertion of fraud or misrepresentation then this presumption can be rebutted if it is proven by clear and convincing evidence.” **Id.**

The Pennsylvania Superior Court later held that “An agreement is valid even if it does not contain financial disclosure itself and can be upheld if it merely recites that such disclosure has been made.” **Paroly v. Paroly**, 876 A.2d 1061, 1066 (Pa. Super. 2005). Indeed, “a full and fair disclosure in the property settlement agreement merely requires sufficient disclosure to allow the intended party to make an informed decision.” **Busch v. Busch**, 732 A.2d 1274, 1278 n. 5 (Pa. Super. 1999)(citation omitted).

Turning to the case at bar, it is undisputed that the parties voluntarily signed a premarital agreement in contemplation of their marriage, to take effect upon the occasion of their marriage, thereby meeting the definition of “premarital agreement” contained within **§3106 (b)**. The question is whether Husband has proven by clear and convincing evidence that, prior to entering into the agreement, (1) he was not provided a fair and reasonable disclosure of Wife’s

property or financial obligations, (2) he did not voluntarily and expressly waive in writing any right to disclosure of Wife's property or financial obligations beyond the disclosure provided, and (3) he did not have adequate knowledge of the property or financial obligations of Wife. **§3106.** For that analysis, we next turn to the four corners of the Agreement.

The parties clearly and unequivocally acknowledged that they made full and fair disclosures of their assets, income, expectancies and liabilities to each other and their intentions regarding same. Paragraphs 1 and 2 of the Agreement state:

- 1) Barbara Sager has made a full and fair disclosure of her assets, income, expectancies and liabilities to Terry Mowery, and attached hereto and made a part hereof as Schedule A is an itemization of the same as of the date of the execution of the agreement.
- 2) Terry Mowery has made a full and fair disclosure of his assets, income, expectancies and liabilities to Barbara Sager, and attached hereto and made a part hereof as Schedule B is an itemization of the same as of the date of execution of this agreement.
- 3) Except as otherwise specifically provided herein, it is the parties' intention that all titled property separately owned by them prior to their marriage, including all property listed on Schedules A and B and all appreciations in value thereof, shall remain the separate property of the party presently owning the same and it shall remain free of all claims by the other and shall not become marital property subject to equitable distribution and the provisions of the Pennsylvania Divorce Coe of 1980, its supplements and amendments, or any similar law of any jurisdiction which may be applicable now or in the future.

The Agreement refers to schedules A and B, which are not attached to the document and evidently do not currently exist, except

for a list of Husband’s assets admitted into evidence as Exhibit D-6, which Wife alleged to be identical to schedule B. Husband did not dispute the contents of that list. Wife testified that she typed the schedules after the Agreement was signed, attached them to the Agreement, but later removed the schedules when she made copies of the Agreement and did not re-attach them to the Agreement. Even without the attachment of the exhibits, the Agreement may still be enforceable. In **Busch**, the Court held that if the future spouse has time to review the terms of the agreement, a premarital agreement can be enforced – including the full and fair disclosure provision, despite the absence of exhibits that were meant to be part of the agreement. **Id.** at 1277. The case of **Bennett v. Bennett** bolstered the **Busch** decision, finding that “[e]vidence that a potentially inadvertent or negligent omission may have occurred is woefully inadequate to establish fraud or misrepresentation that would negate the future spouse’s certification that she received full disclosure.” **Bennett v. Bennett**, 168 A.3d 238, 247 (Pa. Super. 2017).

The Agreement has a clearly stated purpose in “strengthening and promoting [the parties’] marriage bond through a clear statement of their desires regarding their finances”. **Exhibit D-1** at 1. The parties expressly acknowledge that they have made “full and fair disclosure” of their “assets, income, expectancies and liabilities” to one another. **Id.** at 2. They clearly express that, except as otherwise stated in the Agreement, all titled property separately owned by them prior to their marriage and appreciations in value thereof shall remain the separate property of the owner and shall not become marital property subject to equitable distribution. **Id.** at 2. There is adequate consideration for the agreement. **Id.** at 6. The parties also acknowledged that,

“they fully understand the facts and have been fully informed as to their legal rights and obligations and they acknowledge that their agreement is, under the circumstances, fair and equitable and that it is being entered into freely and voluntarily, after having received such

advice, and with such knowledge that the execution of this agreement is not the result of any duress or undue influence and that it is not the result of any collusion or improper or illegal agreement or agreements. **Id.**

Regarding Husband's intention and his knowledge of the extent of Wife's estate at the time the Agreement was signed, Wife's testimony regarding the matter was more credible than Husband's. Husband had difficulty recalling details surrounding the preparation, review and signing of the Agreement, whereas Wife expressed a clearer recollection. Distilled, the testimony revealed that this is the second or subsequent marriage for both parties. They each have children from prior marriages. There are no children of their marriage. When the parties began dating in 1994, Husband was already divorced from his prior spouse and Wife was in the process of finalizing a divorce from her prior spouse. Wife was represented by counsel in that matter. The document was prepared by Wife's attorney at Wife's direction. The parties signed the document on April 25, 1995 at Wife's attorney's office. The original document was admitted at the hearing. **Exhibit D-1.**

Wife's divorce from her prior spouse was granted by Decree dated December 29, 1994. As part of her divorce settlement, Wife received the real estate where she resided, which is located at 245 White Oak Tree Road. **Exhibit D-2.** Husband moved in with Wife at 245 White Oak Tree Road ("Wife's residence") in early to mid-December 1994, just before Wife's prior divorce became final. At the time Husband moved into Wife's residence, he was aware that she was receiving this real estate in the resolution of her divorce from her prior spouse. Husband acknowledged that, prior to signing the Agreement, he was aware that Wife also owned a car, antiques, civil war collectibles, and various items of personal property. He was aware of her employment status at that time. Similarly, Wife was aware that Husband owned miscellaneous personal property, which he brought with him when he moved from his apartment into Wife's residence. Husband's items were listed on a document typed

by Wife. **Exhibit D-6.** Husband did not recall seeing any lists, but did not dispute the accuracy of Exhibit D-6. At the time the Agreement was prepared and signed several months later, the parties had continuously resided together at Wife's residence, to which Husband had unfettered access and the ability to observe the environs thereof and items of value located there.

After Wife received a draft of the Agreement from her attorney, she showed it to Husband, and they discussed the terms together within a few days prior to signing it.<sup>3</sup> Husband made no complaint that he needed more time to review the Agreement. Neither party shared, nor requested, appraisals or estimates of value for any assets or debts. Wife's attorney testified that he discussed the contents of the Agreement with both parties in advance of signing and told Husband more than once that he did not represent him. Prior to signing the Agreement, Wife's counsel recommended to Husband that he seek his own counsel to review it. Husband chose to represent himself in this matter.<sup>4</sup> Husband acknowledged that Wife's attorney informed him of his legal rights and obligations during a joint discussion prior to signing. Wife's attorney testified that Husband stated to him that "he did not want anything of hers". Husband acknowledged reading and signing the Agreement. Although the Agreement did not include the schedules A and B, which were apparently typed up after the Agreement was signed and are now missing, their absence is inadequate to establish fraud or misrepresentation that would negate Husband's certification that he received full disclosure of Wife's assets and financial obligations, except for one item which is discussed below. **Busch, supra.**

Wife candidly testified that, sometime after the Agreement was signed, she became aware that she had a pension benefit from her prior employer, Book of the Month Club, where she was employed

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<sup>3</sup> No schedules were attached at that time.

<sup>4</sup> "To impose a per se requirement that parties entering a prenuptial agreement must obtain independent legal counsel would be contrary to traditional principles of contract law, and would constitute a paternalistic and unwarranted interference with the parties' freedom to enter contracts." **Simeone** at 166.

until 1983, long before the parties' marriage. As she was unaware of the existence of this asset at the time the parties executed the Agreement, she was not able to disclose it to Husband. Because it was not disclosed, Husband could not have knowingly and irrevocably waived his right to the marital portion value of the pension, contrary to the language in paragraph 8 of the Agreement. Axiomatically, one cannot waive an interest in something of which one is not made aware. Therefore, although we find the Agreement valid and binding on the parties, we are constrained to carve out an exception regarding Wife's Book of the Month Club pension and deem that Husband has not waived his interest in the marital portion value of that asset, because that asset was not disclosed to him prior to signing the Agreement. Thus, that asset shall be subject to Husband's discovery requests and equitable distribution.

Otherwise, the plain and clear language in the four corners of the Agreement coupled with Husband's actual knowledge that Wife owned the real estate where he resided, a car, and miscellaneous personal property and collectibles, defeats Husband's attempt to rebut the presumption by clear and convincing evidence that he did not receive fair and reasonable disclosure of Wife's assets and financial obligations.

### CONCLUSION

In conclusion, Husband's Petition Challenging the Validity of a Prenuptial Agreement is denied. The Agreement is deemed to be valid and enforceable. Wife's Motion for a Protective Order will be granted in part. An Order is entered accordingly.

### ORDER OF COURT

AND NOW, this 31st day of October, 2022, in accordance with the attached Opinion, it is ORDERED that:

1. Husband's Petition is DENIED. The parties' "Premarital Agreement" (Exhibit D-1) is deemed to be valid and enforceable.
2. Wife's Petition for a Protective Order is GRANTED IN PART. The scope of discovery shall be limited based upon the terms of the parties' Premarital Agreement. The marital portion value of Wife's pension from her prior employment with Book of the Month Club shall be subject to equitable distribution and related discovery requests.

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale online auction conducted by Bid4Assets, 8757 Georgia Ave., Suite 520, Silver Springs, MD 20910. On July 21<sup>st</sup>, 2023, at 10:00 a.m.

**No. 22-SU-1149**

**Lakeview Loan Servicing, LLC**  
vs.

**Dianna J Brendle, Brian M Lough**

Property Address: 5325 Carlisle Pike, New Oxford, PA 17350

UPI/Tax Parcel Number:  
36001-0042---000

Owner(s) of Property Situate in Reading Township, Adams County, Pennsylvania

Improvements Thereon:  
Residential Dwelling

Judgment Amount: \$134,884.37

Attorneys for Plaintiff:

KML Law Group, P.C.

**No. 21-SU-668**

**U.S. Bank Trust National Association, not in its Individual Capacity but Solely as Owner Trustee for Legacy Mortgage Asset Trust 2017-RPL2**

vs.

**Anthony R. Easter, Jr., Jennifer L. Arentz, Teresa Kay Gonder, Mark M. Gonder**

Property Address: 1865 Highland Avenue Road, Gettysburg, PA 17325

UPI/Tax Parcel Number:  
30-G14-53

Owner(s) of Property situate in Mount Joy Township, Adams County, Pennsylvania

Improvements Thereon:  
Residential Dwelling

Judgment Amount: \$218,496.11

Attorney for Plaintiff:

Richard M. Squire & Associates, LLC

115 West Avenue, Suite 104

Jenkintown, PA 19046

Phone: (215) 886-8790

**No. 18-SU-1315**

**New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing**

vs.

**Maria C. Gomez, Maria Del Carmen Gomez Arreola**

Property Address: 211 Ewell Avenue, Gettysburg, PA 17325

UPI/Tax Parcel Number:  
38001-0018---000

Owner(s) of Property Situate in Straban Township, Adams County, Pennsylvania

Improvements Thereon:  
Residential Dwelling

Judgment Amount: \$173,503.16

Attorney for Plaintiff:

KML Law Group, P.C.

**No. 22-SU-1115**

**Freedom Mortgage Corporation**  
vs.

**Amanda Elizabeth Keylon**

Property Address: 10 Amity Road, Biglerville, PA 17307

UPI/Tax Parcel Number:  
26-C06-0036F

Owner(s) of Property Situate in Menallen Township, Adams County, Pennsylvania

Improvements Thereon:  
Residential Dwelling

Judgment Amount: \$192,814.02

Attorneys for Plaintiff:

Brock & Scott, PLLC

**No. 22-SU-1050**

**Citimortgage, Inc.**  
vs.

**Karen J. Krazt**

Property Address: 519 Grant Drive, Gettysburg, PA 17325

UPI/Tax Parcel Number:  
32102-0068-000

Owner(s) of Property Situate in Mount Pleasant Township, Adams County, Pennsylvania

Improvements Thereon:  
Residential Dwelling

Judgment Amount: \$133,858.51

Attorney For Plaintiff:

Robertson, Anschutz, Schneid, Crane & Partners, PLLC, A Florida professional limited liability company

133 Gaither Drive, Suite F

Mt. Laurel, NJ 08054

(855) 225-6906

Fax: (866) 381-9549

**No. 22-SU-785**

**Deutsche Bank National Trust Company, As Indenture Trustee, For the Impac CMB Trust Series 2004-4**

vs.

**David Lease**

Property Address: 170 Gun Club Road, a/k/a 186 Gun Club Road, New Oxford, PA 17350

UPI/Tax Parcel Number:  
17-J10-0043B 000

Owner(s) of Property Situate in Hamilton Township, Adams County, Pennsylvania

Improvements Thereon:  
Residential Dwelling

Judgment Amount: \$221,202.09

Attorney for Plaintiff:

Stern & Eisenberg, PC

1581 Main Street, Suite 200

Warrington, PA 18976

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

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

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

James W. Muller  
Sheriff of Adams County  
www.adamscounty.us

06/23, 06/30, & 07/07

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale online auction conducted by Bid4Assets, 8757 Georgia Ave., Suite 520, Silver Springs, MD 20910. On July 21<sup>st</sup>, 2023, at 10:00 a.m.

**No. 22-NO-604**

**New Oxford Municipal Authority**

vs.

**Justin Alan Lebo**

Property Address: 13 Jenna Lane, New Oxford, PA 17350

UPI/Tax Parcel Number:  
35010-0073---000

Owner(s) of Property Situate in Oxford Township, Adams County, Pennsylvania  
Improvements Thereon:

Residential

Judgment Amount: \$2,381.98

Attorneys for Plaintiff:

Stock and Leader

**No. 22-SU-1187**

**Lakeview Loan Servicing, LLC**

vs.

**Amanda Sue Mohney and Eric Joseph Mohney**

Property Address: 110 Church St, Bendersville, PA 17306

UPI/Tax Parcel Number:  
03003-0031-000

Owner(s) of Property Situate in Bendersville Borough, Adams County, Pennsylvania  
Improvements Thereon:

Residential Dwelling

Judgment Amount: \$156,034.74

Attorney for Plaintiff:

Robertson, Anschutz, Schneid, Crane & Partners, PLLC, A Florida professional limited liability company

133 Gaither Drive, Suite F

Mt. Laurel, NJ 08054

(855) 225-6906

Fax: (866) 381-9549

**No. 22-SU-848**

**Reverse Mortgage Funding, LLC**

vs.

**Brian Resse, Known Heir of Ruth A. Stough, Deceased, Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or Under Ruth A. Stough, Deceased**

Property Address: 22 Spruce Lane, New Oxford, PA 17350

UPI/Tax Parcel Number:  
35-010-0032

Owner(s) of Property Situate in Oxford Township, Adams County, Pennsylvania  
Improvements Thereon:

Residential Dwelling

Judgment Amount: \$157,709.26

Attorneys for Plaintiff:

LOGS Legal Group, LLP

3600 Horizon Drive, Suite 150

King of Prussia, PA 19406

Samantha Gable, Esq.

**No. 23-SU-08**

**Members 1st Federal Credit Union**

vs.

**Diane Marie Riley**

Property Address: 780 Funt Rd, Aspers, PA 17304.

UPI/Tax Parcel Number:  
40-G05-0015A-000

Owner(s) of Property Situate in Tyrone Township, Adams County, Pennsylvania  
Improvements thereon consist of a 24' x 46' dwelling one-story manufactured home with garage underneath, a 30' x 40' pole building, and a 10' x 30' lean-to

Judgment Amount: \$38,442.59 plus interest at the rate of \$6.04 per diem from October 31, 2022

Attorney for Plaintiff:

Matthew G. Brushwood, Esq.

Barley Snyder

**No. 19-SU-1040**

**Wilmington Savings Fund Society, FSB as Trustee on Stanwich Mortgage Loan Trust I**

vs.

**Nicholas J. Shaffer, John T. Shaffer**

Property Address: 111 Drummer Drive, New Oxford, PA 17350

UPI/Tax Parcel Number:  
35001-0046---000

Owner(s) of Property Situate in the Township of Oxford, Adams County, Pennsylvania

Improvements Thereon:

Residential Dwelling

Judgment Amount: \$172,747.48

Attorney for Plaintiff:

Manley Deas Kochalski, LLC

P.O. Box 165028

Columbus, OH 43216

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

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

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

James W. Muller  
Sheriff of Adams County  
www.adamscounty.us

06/23, 06/30, & 07/07

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale online auction conducted by Bid4Assets, 8757 Georgia Ave., Suite 520, Silver Springs, MD 20910. On July 21<sup>st</sup>, 2023, at 10:00 a.m.

**No. 23-SU-211**

**Newrez LLC D/B/A Shellpoint Mortgage Servicing**

vs.

**Lincoln L. Sword**

Property Address: 1416 Biglerville Road, Gettysburg, PA 17325

UPI/Tax Parcel Number:

09F11-0080C--000

Owner(s) of Property Situate in Cumberland Township, Adams County, Pennsylvania

Improvements Thereon:

Residential Property

Judgment Amount: \$9,436.12

Attorney for Plaintiff:

Robertson, Anschutz, Schneid, Crane & Partners, PLLC, A Florida professional limited liability company

133 Gaither Drive, Suite F

Mt. Laurel, NJ 08054

(855) 225-6906

Fax: (866) 381-9549

**No. 19-NO-1566**

**New Oxford Municipal Authority**

vs.

**Nicholas James Varella**

Property Address: 311 Drummer Drive, New Oxford, PA 17350

UPI/Tax Parcel Number:

35001-0044---000

Owner(s) of Property Situate in Oxford Township, Adams County, Pennsylvania

Improvements Thereon:

Residential

Judgment Amount: \$1,696.58

Attorneys for Plaintiff:

Stock and Leader

**No. 23-SU-156**

**Matrix Financial Services Corporation C/O**

vs.

**James Norman Wagner**

Property Address: 313 Gardners Station Road, Gardners, PA 17324

UPI/Tax Parcel Number:

40G04-0056--000

Owner(s) of Property Situate in the Township of Tyrone, Adams County, Pennsylvania

Improvements Thereon:

Residential Dwelling

Judgment Amount: \$92,721.24

Attorneys For Plaintiff:

Powers Kim, LLC

**No. 23-SU-146**

**Federal Home Loan Mortgage Corporation, As Trustee For The Benefit of The Freddie Mac Seasoned Loans**

vs.

**William B. Weaver and Tracey L. Weaver**

Property Address: 60 North Queen Street, Littlestown, PA 17340

UPI/Tax Parcel Number:

27008-0078A-000

Owner(s) of Property Situate in Littlestown Borough, Adams County, Pennsylvania

Improvements Thereon:

Residential Dwelling

Judgment Amount: \$109,121.60

Attorneys for Plaintiff:

KML Law Group, P.C.

**No. 18-NO-1337**

**New Oxford Municipal Authority**

vs.

**James E. Wentz**

Property Address: 536 Hanover Street, New Oxford, PA 17350

UPI/Tax Parcel Number:

35K12-0002A--000

Owner(s) of Property Situate in Oxford Township, Adams County, Pennsylvania

Improvements Thereon:

Residential

Judgment Amount: \$1,173.15

Attorneys for Plaintiff:

Stock and Leader

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

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

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

James W. Muller  
Sheriff of Adams County  
www.adamscounty.us

06/23, 06/30, & 07/07

**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 MABEL LEE BOHLE a/k/a MABEL L. BOHLE, DEC'D**

Late of Baltimore County, Maryland (died December 19, 2021)  
Ancillary Personal Representative:  
Kimberly A. Parsons, c/o Cherewka Law, 624 North Front Street, Wormleysburg, PA 17043  
Attorney: Morgan Cassel, Esq., Cherewka Law, 624 North Front Street, Wormleysburg, PA 17043

**ESTATE OF ELEANOR E. BORZCIK a/k/a ELEANOR ELIZABETH BORZCIK, DEC'D**

Late of Latimore Township, Adams County, Pennsylvania  
Executrix: Stephanie A. Parkington, c/o Bennlawfirm, 124 West Harrisburg Street, Dillsburg, PA 17019-1268  
Attorney: Wm. D. Schrack III, Esq., Bennlawfirm, 124 West Harrisburg Street, Dillsburg, PA 17019-1268

**ESTATE OF LEE W. HEFLIN, DEC'D**  
Late of Straban Township, Adams County, Pennsylvania

Co-Administrators: Luann P. Light, 170 Longstreet Drive, Gettysburg, PA 17325; Randal H. Heflin, 298 Thomas Drive, Gettysburg, PA 17325  
Attorney: Bernard A. Yannetti, Esq., Hartman & Yannetti, Inc., Law Office, 126 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF P. ROBERT HERR a/k/a PAUL ROBERT HERR, DEC'D**

Late of Straban Township, Adams County, Pennsylvania  
Executor: Stephen R. Herr, 130 Friendship Lane, Gettysburg, PA 17325  
Attorney: Teeter Law Office, 108 West Middle Street, Gettysburg, PA 17325

**ESTATE OF RONALD C. HESS a/k/a RONALD CLARK HESS, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania  
Executor: Sharon Lee Hess, c/o Strausbaugh Law, PLLC, 1201 West Elm Avenue, Suite #2, Hanover, PA 17331  
Attorney: Scott J. Strausbaugh, Esq., Strausbaugh Law, PLLC, 1201 West Elm Avenue, Suite #2, Hanover, PA 17331

**ESTATE OF DONALD J. MCKNIGHT, DEC'D**

Late of Straban Township, Adams County, Pennsylvania  
Executrix: Elaine McKnight, 1725 Hanover Road, Gettysburg, PA 17325  
Attorney: Robert E. Campbell, Esq., Salzman Hughes, P.C., 112 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF HARLAN L. MYERS, DEC'D**

Late of Germany Township, Adams County, Pennsylvania  
Executrix: Heather A. Faircloth, 101 South Queen Street, Littlestown, PA 17340  
Attorney: Matthew L. Guthrie, Esq., Barley Snyder, LLP, 14 Center Square, Hanover, PA 17331

**ESTATE OF ERIC J. STERNER, DEC'D**

Late of Union Township, Adams County, Pennsylvania  
Personal Representative: Tammy S. Sterner, 840 Clouser Road, Hanover, PA 17331  
Attorney: G. Steven McKonly, Esq., 119 Baltimore Street, Hanover, PA 17331

**SECOND PUBLICATION**

**ESTATE OF WILLIAM L. BELL, DEC'D**

Late of McSherrystown Borough, Adams County, Pennsylvania  
Christopher L. Bell and Douglas L. Bell, c/o Salzman Hughes, P.C., 1147 Eichelberger Street, Suite F, Hanover, PA 17331  
Attorney: Ann C. Shults, Esq., Salzman Hughes, P.C., 1147 Eichelberger Street, Suite F, Hanover, PA 17331

**ESTATE OF RYAN P. CALLAHAN, DEC'D**

Late of Reading Township, Adams County, Pennsylvania  
Administrator: Gage P. Callahan, c/o Stock and Leader, 221 West Philadelphia Street, Suite 600, York, PA 17401-2991  
Attorney: Kristen R. McGuire, Esq., Stock and Leader, 221 West Philadelphia Street, Suite 600, York, PA 17401-2991

**ESTATE OF ROLAND PAUL CARBAUGH, DEC'D**

Late of Conewago Township, Adams County, Pennsylvania  
Executrix: Kathy Ann Taylor, c/o Linda S. Siegle, Esq., Siegle Law, 1010 Eichelberger Street, Suite 3, Hanover, PA 17331  
Attorney: Linda S. Siegle, Esq., Siegle Law, 1010 Eichelberger Street, Suite 3, Hanover, PA 17331

**ESTATE OF DORIS M. CARPENTER, DEC'D**

Late of Germany Township, Adams County, Pennsylvania  
Co-Executors: Randall S. Carpenter and Cordell J. Carpenter, c/o Scott J. Strausbaugh, Esq., Strausbaugh Law, PLLC, 1201 West Elm Avenue, Suite #2, Hanover 17331  
Attorney: Scott J. Strausbaugh, Esq., Strausbaugh Law, PLLC, 1201 West Elm Avenue, Suite #2, Hanover, PA 17331

**ESTATE OF JAMES L. CRUTCHLEY, DEC'D**

Late of Conewago Township, Adams County, Pennsylvania  
Executrix: Kaitlyn A. Crutchley, 8827 Yellow Springs Road, Frederick, MD 21702

**ESTATE OF ELIZABETH K. GARDNER a/k/a ELIZABETH KORTE GARDNER, DEC'D**

Late of Cumberland Township, Adams County, Pennsylvania  
Personal Representative: Edwerth H. Gardner, 1715 Gillingham Drive, Bel Air, MD 21015  
Attorney: Teeter Law Office, 108 West Middle Street, Gettysburg, PA 17325

**(SECOND PUBLICATION CONT)****ESTATE OF JULIA T. HITCHCOCK, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Personal Representative: Nancy H. Sweeny, 11 Reel Lane, Front Royal, VA 22630

Attorney: G. Steven McKonly, Esq., 119 Baltimore Street, Hanover, PA 17331

**ESTATE OF ORPHA KREAMER, DEC'D**

Late of East Berlin Borough, Adams County, Pennsylvania

Lori Bathurst, 226 E. King St., East Berlin, PA 17316

Attorney: Thomas R. Nell, Esq., 130 W. King St., Box 1019, East Berlin, PA 17316

**ESTATE OF ISABELLE F. LEHMAN, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Executor: Karl A. Lehman, 4359

Smoketown Road, Glensville, PA 17329

Attorney: Matthew L. Guthrie, Esq., Barley Snyder, LLP, 14 Center Square, Hanover, PA 17331

**ESTATE OF BRADY M. MANN, DEC'D**

Late of McSherrystown Borough, Adams County, Pennsylvania

Administratrix: Jennifer A. Colgan, 355 Ridge Avenue, McSherrystown, PA 17344

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

**ESTATE OF GLEN EDWARD SARGEANT, DEC'D**

Late of Cumberland Township, Adams County, Pennsylvania

Administratrix: Rebecca L. Pagano, 414 Enola Road, Newburg, PA 17240

**ESTATE OF JULIUS H. SWOPE, DEC'D**

Late of Straban Township, Adams County, Pennsylvania.

Executrix: Deborah S. Raffensperger, 5 White Oak Trail, Gettysburg, PA 17325

Attorney: Robert E. Campbell, Esq., Salzman Hughes, P.C., 112 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF PEGGY L. TAYLOR, DEC'D**

Late of Menallen Township, Adams County, Pennsylvania

Executor: Norman R. Wenger, c/o Salzman Hughes, P.C., 112 Baltimore St., Gettysburg, PA 17325

Attorney: Todd A. King, Esq., Salzman Hughes, P.C., 112 Baltimore St., Gettysburg, PA 17325

**THIRD PUBLICATION****ESTATE OF MARGARET C. FORNEY a/k/a**

**MARGARET ELIZABETH FORNEY, DEC'D**  
Late of New Oxford, Oxford Township, Adams County, Pennsylvania

Executrix: Julie Forney Menin, c/o Jaron P. Castranio, Esq., Jackson Law Firm, PLLC, 1215 Manor Drive, Suite 202, Mechanicsburg, PA 17055

Attorney: Jaron P. Castranio, Esq., Jackson Law Firm, PLLC, 1215 Manor Drive, Suite 202, Mechanicsburg, PA 17055

Telephone: 717-620-7119

**ESTATE OF DAVID M. SULLIVAN, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Executrix: Joyce Caldwell, 646 Morning Glory Drive, Hanover, PA 17331

Attorney: Matthew L. Guthrie, Esq., Barley Snyder, LLP, 14 Center Square, Hanover, PA 17331

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