

Adams County Legal Journal

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K.L.V. V. M.M.W.

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LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Certificate of Organization - Domestic Limited Liability Company was filed with the Commonwealth of Pennsylvania, Department of State, in Harrisburg, Pennsylvania, on March 8, 2018, under the provisions of the Pennsylvania Limited Liability Company Law of 1994 as amended.

The name of the Limited Liability Company is CLANCY'S CONSIGNMENT, LLC.

Clancy's Consignment, LLC is organized for the purpose of selling furniture, clocks, firearms, jewelry, watches, artifacts, and other tangible personal property on consignment.

Arthur J. Becker, Jr., Esq.
Attorney for Clancy's Consignment, LLC
4/27

INCORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purposes of obtaining a Certificate of Incorporation of a proposed business corporation to be organized under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended.

The name of the corporation is C. S. CUSTOM TRANSPORT, INC.

Robert L. McQuaide, Esq.
McQuaide Law Office
Suite 204
18 Carlisle Street
Gettysburg, PA 17325

4/27

INCORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Commonwealth of Pennsylvania, Department of State, at Harrisburg, Pennsylvania, for the purpose of obtaining a Certificate of Incorporation.

The name of the proposed corporation, which has been organized under the Business Corporation Law of 1988 adopted December 21, 1988, P.L. 1444, No. 177, §103, as amended, is CHIROPRACTIC ATHLETIC CENTER NORTH, INC.

G. Steven McKonly, Solicitor
4/27

K.L.V. V. M.M.W.

1. Two types of marriage exist in Pennsylvania, ceremonial and common law.
2. Common law marriages entered into after January 1, 2005, have been declared invalid by statute, but this abolishment was not made retroactive. Thus, it remains possible for a valid common law marriage to have been established on or before January 1, 2005.
3. The case of *In re Estate of Carter* extended the right to establish common law marriage to same-sex couples. In doing so, our Superior Court explained, because opposite-sex couples in Pennsylvania are permitted to establish, through a declaratory judgment action, the existence of a common law marriage prior to January 1, 2005,...same-sex couples must have that same right.
4. The burden to prove a common law marriage is on the party alleging the marriage.
5. Typically, *verba in praesenti* (words in the present tense) spoken between putative spouses are required for a valid common law marriage. It is the present intent of parties to the marriage contract, which is crucial and not form of words used.
6. Common-law marriage claims are reviewed with great scrutiny. The exchange of *verba in praesenti*, spoken with the specific purpose of creating the legal relationship of marriage is a heavy burden and must be established by clear and convincing evidence of the exchange of words creating the marriage contract.
7. When faced with contradictory testimony regarding *verba in praesenti*, the party claiming a common law marriage may introduce evidence of constant cohabitation and reputation of marriage in support of his or her claim.

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY,
PENNSYLVANIA, CIVIL, 2017-S-1093, K.L.V. v. M.M.W.

Heather E. Roberts, Esq., Attorney for Plaintiff

Matthew R. Battersby, Esq., Attorney for Defendant

Simpson, J., April 12, 2018

OPINION

K.L.V. (hereinafter “Kimberly”) seeks a declaratory judgment from this Court to establish that she and M.M.W (hereinafter “Melissa”) established a valid common law marriage on December 25, 2004, which will then allow Kimberly to proceed with her Amended Complaint in Divorce. For the reasons stated below, Kimberly has failed to establish, by clear and convincing evidence, that the parties entered into a common law marriage on December 25, 2004.

PROCEDURAL HISTORY

Kimberly filed a Complaint under Sections 3301(c) and (d) of the Pennsylvania Divorce Code on October 4, 2017, along with related economic claims. The parties are the same gender. In her Complaint, Kimberly verified under penalty of unsworn falsification that the parties entered into a common law marriage on December 25, 2003 in Frederick County, Maryland. Melissa filed a timely Preliminary Objection to Kimberly’s Complaint, alleging a lack of subject matter jurisdiction, because Maryland did not recognize same-sex marriage in 2003. No Answer was filed. Without leave of Court, Kimberly subsequently filed an “Amended Complaint In Divorce Seeking Declaratory Judgment of Common Law Marriage” on December 4, 2017¹. In her Amended Complaint, Kimberly averred alternatively that the parties entered into a common law marriage on December 25, 2004 in Adams County, Pennsylvania, and requested this Court to declare their marriage valid, pursuant to 23 Pa. C.S.A. §3306². Melissa filed a Preliminary Objection to Kimberly’s Amended Complaint on January 3, 2018, again alleging lack of subject matter jurisdiction. Specifically, Melissa argues that Kimberly’s Amended Complaint should be dismissed because no marriage license has been produced and because Pennsylvania did not recognize same-sex marriage in any format, including in the context of common law marriage, until 2014. Briefs were timely filed. Kimberly stated in her brief that she “may concede that Maryland does not recognize common-law marriage”, which would render her initial divorce complaint moot. This Court held an evidentiary hearing on January 19, 2018.

FACTUAL BACKGROUND

Kimberly and Melissa greatly dispute the extent of their relationship and the events that transpired during their time as a couple. They

¹ See Pa. R.C.P. No. 1033.

² § 3306. **Proceedings to determine marital status.** When the validity of a marriage is denied or doubted, either or both of the parties to the marriage may bring an action for a declaratory judgment seeking a declaration of the validity or invalidity of the marriage and, upon proof of the validity or invalidity of the marriage, the marriage shall be declared valid or invalid by decree of the court and, unless reversed upon appeal, the declaration shall be conclusive upon all persons concerned. 23 Pa. C.S.A. §3306.

commenced a romantic dating relationship on or about August 15, 2003. They lived together as same-sex domestic partners in Adams County from sometime in late 2003/early 2004 until they separated in May of 2017. They did not obtain a marriage license in any state after same-sex marriage became legally recognized.³

During the evidentiary hearing, Kimberly testified that, on Christmas Day 2003 in Maryland, she gave Melissa “a sapphire and diamond ring and asked her to be mine.” The parties were residing in separate residences in Maryland at that time. Kimberly testified that the parties acquired real estate in Adams County in November of 2004, moved in together, and decided to enter into a common law marriage on December 25, 2004 in their new home. Kimberly’s testimony is consistent with her amended complaint but contradicts her averment in her original divorce complaint, wherein she verified under penalty of unsworn falsification that the parties established a common law marriage exactly one year prior to that in Maryland. Kimberly attempted to reconcile her various versions of events by testifying that she and Melissa were engaged to be married on Christmas Day 2003 and then “re-exchanged” rings on Christmas Day 2004. Melissa agrees that Kimberly gave her the sapphire and diamond ring in December of 2003, but maintains that it was a Christmas gift, not part of a marriage proposal. There were no other witnesses to verify the circumstances surrounding the gift of the ring on Christmas Day 2003 in Maryland.

Kimberly testified that Melissa purchased wedding bands for them both in contemplation of marriage, and on Christmas Day 2004, these bands were exchanged and vows were promised between them. Kimberly wore a band-style ring during the hearing, but acknowledged that it was not the band that Melissa gave her in 2004. When asked to identify the specific verbiage of the vows, Kimberly testified “just something about love and cherish and we pretty much just put the rings on each other’s finger.” There were no witnesses to this alleged exchange, not even Kimberly’s daughter, T.C., who resided with the couple at the time. The event was not memorialized by photographs or recordings. Kimberly testified, “Well, I have

³ The U.S. District Court’s landmark decision in *Whitewood v. Wolf* effectively legalized same-sex marriage in Pennsylvania in 2014. *Id.*, 992 F.Supp.2d 410 (M.D. Pa. 2014).

never been married, but I felt like we lived as a married couple” after that occasion.

In further support of her position, Kimberly presented testimony from a friend who met the couple in 2008. She stated that Kimberly introduced Melissa to her as her wife and Melissa did not object to that appellation. The witness and her husband socialized with the couple, who wore what appeared to be wedding rings, and spoke of co-parenting Kimberly’s daughter.

Melissa’s perspective is diametrically opposed to Kimberly’s. She testified that there was never an exchange of wedding bands or vows, and that Christmas Day 2004 was not a date of significance to her. Having recently been through a difficult divorce from her husband, she did not intend to be bound by the bonds of matrimony again. She testified that the parties bought rings for themselves, but not in anticipation of entering into a marriage contract. A photograph of the couple on a cruise in 2012 shows Melissa wearing rings on the ring finger of her left hand. Kimberly’s hands are obscured. *Plaintiff’s Exhibit 3*. Kimberly’s daughter, T.C., who lived with the parties for the majority of their relationship, and viewed Melissa as her step-mother, testified that her mother gave jewelry as a gift to Melissa every Christmas. T.C. corroborated Melissa’s testimony that the parties celebrated their anniversary in August, which is the month they began dating, not on the alleged wedding date in December. This is further corroborated by a screenshot of Melissa’s facebook page introduced into evidence by Kimberly. *Plaintiff’s Exhibit 1*. Melissa’s relationship status is designated as “in a domestic partnership with [Kimberly] since August 15, 2003”. The undated anniversary greeting cards introduced by Kimberly evidence a loving and committed relationship between the two parties, but do not denote a specific anniversary date to support Kimberly’s position as to the date of marriage or that the parties considered themselves married to one another. Kimberly also presented a copy of Melissa’s father’s obituary, dated 2011, which acknowledges Kimberly by name as Melissa’s “partner”⁴. *Plaintiff’s Exhibit 16*. Kimberly testified that

⁴ As indicated in testimony, prior to the legalization of same-sex marriage, it was not uncommon for same-sex couples in committed relationships to refer to one another as a “partner”, “friend”, “domestic partner”, etc. The use of these monikers, in and of itself, does not automatically discount the potential for the existence of a common law marriage.

she introduced Melissa to people “mostly as my partner.” In his durable health care power of attorney dated January 2, 2014, Kimberly’s father identified Melissa as his “daughter-in-law” and gave her decision-making authority. *Plaintiff’s Exhibit 15*. Melissa presented testimony from her mother and her employee, who testified that the women were not married and did not have a reputation in the local community as being married.

The parties also dispute when they began cohabitating and the nature of their living arrangement as it existed throughout the course of their relationship, particularly surrounding the December 25, 2004 alleged date of marriage. By deed dated November 29, 2004, Melissa took title as a single woman to property located on Bullfrog Road in Adams County. *Defendant’s Exhibit 2*. The homeowner’s insurance policy issued December 7, 2004 lists both parties as policy holders on page 1, both with a Maryland mailing address, but Melissa is listed as the sole policy holder on page 3. *Plaintiff’s Exhibit 11*. Kimberly testified she and Melissa moved into that residence together in November 2004, along with T.C. and Kimberly’s father. Kimberly produced a photograph from Melissa’s scrapbook with a caption purportedly indicating that they all moved in together as a single family unit. *Plaintiff’s Exhibit 2*.

In contrast, Melissa testified she intended to remain living in Thurmont for a time after the purchase of the property. Melissa produced copies of lease agreements to demonstrate that she purchased the Bullfrog Road property with the intention to rent it to Kimberly and her father, to assist them as they were being imminently displaced from their previous home. Kimberly testified that Melissa requested these leases be signed so that Melissa could gain financial leverage to obtain additional real estate, which Melissa denies. The lease agreements, signed on November 30, 2004, designate Melissa as landlord and Kimberly and her father as tenants. Interestingly, the preambles of the 2004 lease agreements state that Melissa was “of Fairfield”, not Thurmont, in contradiction to Melissa’s testimony. Furthermore, these leases were renewed by the parties on November 30, 2005, after Melissa testified that she already begun residing at that property. *Defendant’s Exhibit 18*.

Also corroborating Kimberly’s testimony, the parties jointly made written application to Adams Electric Cooperative for electrical ser-

vice to the property, designating on the form that the property is “one hundred percent personal residence use (YOUR PRIMARY RESIDENCE)”, instead of checking “rental property” in section 3 of the form. Melissa and Kimberly signed this form on December 3, 2004. Melissa paid the requisite application fee. *Plaintiff’s Exhibit 13*. Examining all of the evidence related to cohabitation arrangement of the parties, however conflicting, it appears that Melissa purchased the property with the intent to reside there with Kimberly, while using the appearance of lease income to bolster her financial position.

To further demonstrate the living arrangement and the nature of the parties’ relationship, Kimberly introduced an agreement dated March 22, 2005 in which Melissa gave Kimberly 50 percent ownership interest in the equity of the Bullfrog Road home. *Plaintiff’s Exhibit 18*. Kimberly asserted that this agreement was not executed concurrently with the purchase of the home because Kimberly’s negative credit issues prevented her from being a mortgagor and having her name placed on the deed. Notwithstanding that, she insisted that it was the implicit understanding of the parties that Kimberly was an equal owner of the property at the time it was purchased. To date, Kimberly’s name has never been added to the deed. The existence of this agreement shows an intent to commingle an asset and a certain level of commitment between the parties, but is not conclusive proof that the parties were married.

The parties had a joint bank account and some joint bills during the course of their relationship. They jointly acquired a vehicle in April of 2005. Kimberly asserts that this conduct is consistent with that of a married couple. Melissa avers that this is consistent with committed partners residing together, but is not evidence of a marriage contract. To support her argument, Melissa produced bills and accounts that list the parties’ marital status as “single” after the alleged date of marriage, including an auto insurance policy issued on September 24, 2007. *Defendant’s Exhibit 4*. Melissa produced her 2010 United States Census questionnaire, wherein she referred to Kimberly as a household member and marked the “unwed partner” box instead of the “husband or wife” box. She further designated Plaintiff’s Father as a household member and marked the “Other nonrelative” box instead of “Parent-in-law” box. *Defendant’s Exhibit*

5. Melissa introduced a 2010 article from the local community newspaper, drafted by her aunt, which refers to Kimberly as a “friend” of Melissa. *Defendant’s Exhibit 6*. Melissa is very close with her aunt, thus her aunt would have known her marital status. This newspaper article is also indicative of how the parties held themselves out to the local community. Melissa, a certified public accountant, prepared both parties’ tax returns throughout the course of their relationship. She produced Kimberly’s tax returns, including those filed in 2015 and 2016, which designate Kimberly as “head of household” claiming her daughter and her father as dependents, but not claiming a spouse. *Defendant’s Exhibits 9, 10*. Melissa produced several more documents dated in 2011, wherein she indicated she was single and that Kimberly was her “non-spouse” and “friend”, to further demonstrate that she represented herself as a single woman and that Kimberly was merely a romantic partner and a friend.

APPLICABLE LAW

Two types of marriage exist in Pennsylvania, ceremonial and common law. *Staudenmayer v. Staudenmayer*, 552 Pa. 253, 714 A.2d 1016 (1998). Ceremonial marriage is a wedding or marriage performed by a religious or civil authority with the usual or customary ceremony or formalities. *Id.*, see also **23 Pa.C.S.A. § 1501** et seq. Common law marriages entered into after January 1, 2005 have been declared invalid by statute, but this abolishment was not made retroactive. **23 Pa. C.S.A. §1103**.⁵ Thus, it remains possible for a valid common law marriage to have been established on or before January 1, 2005. The case of *In re Estate of Carter* extended the right to establish common law marriage to same-sex couples. In doing so, our Superior Court explained, “because opposite-sex couples in Pennsylvania are permitted to establish, through a declaratory judgment action, the existence of a common law marriage prior to January 1, 2005,...same-sex couples must have that same right.”

⁵ “The Act of November 24, 2004, P.L. 954 (Act 144), amended Section 1103 of the Marriage Law to provide as follows: ‘No common-law marriage contracted after January 1, 2005, shall be valid. Nothing in this part shall be deemed or taken to render any common-law marriage otherwise lawful and contracted on or before January 1, 2005, invalid.’ **23 Pa.C.S. § 1103**. In light of the Legislature’s action, this Court has determined that any common law marriage contract entered into prior to January 1, 2005 remained valid...’” *PPL v. Workers’ Compensation Appeals Bd.*, 5 A.3d 839, 843–44 (Pa. Cmwlth. 2010)(citations omitted)

In re Estate of Carter, 159 A.3d 970, 977–78 (Pa. Super. 2017). To deprive one party the opportunity to establish rights as the other party’s common law spouse, simply because they are a same-sex couple, “would violate both the Equal Protection and Due Process Clauses of the Fourteenth Amendment.” *Id.*

When the validity of a marriage is denied, a party to the alleged marriage “may bring an action for declaratory judgment seeking a declaration of the validity or invalidity of the marriage, and upon proof of the validity or invalidity of the marriage, the marriage shall be declared valid by decree of the court and...the declaration shall be conclusive upon all persons concerned.” **23 Pa. C.S.A. §3306**. The burden to prove a common law marriage is on the party alleging the marriage. *PPL v. Workers' Compensation Appeal Bd.*, 5 A.3d 839 (Pa. Cmwlt. 2010).

Typically, *verba in praesenti* (words in the present tense) spoken between putative spouses are required for a valid common law marriage. It is the present intent of parties to the marriage contract which is crucial and not form of words used. *David v. Bellevue Locust Garage*, 12 Pa.Cmwlt. 602, 607, 317 A.2d 341, 343 (1974). In cases when one party is unavailable to testify regarding the *verba in praesenti*, there is a rebuttable presumption in favor of common law marriage when the burdened party proves constant cohabitation and a reputation of marriage. *PPL v. Workers' Comp. App. Bd., supra*; see also, *In re Estate of Carter*, 159 A.3d 970, 979 (Pa. Super. 2017). However, the reliance on such a presumption based upon proof of cohabitation and reputation is only proper where direct evidence of the alleged marriage agreement is unavailable. *Id.* Where both putative spouses are available to testify, as in the instant case, this presumption does not apply.

“Common-law marriage claims are reviewed with great scrutiny.” *Elk Mountain Ski Resort, Inc. v. Workers' Compensation Appeals Bd.*, 114 A.3d 27 (Pa. Cmwlt. 2015). The exchange of *verba in praesenti*, spoken with the specific purpose of creating the legal relationship of marriage “is a heavy burden and must be established by clear and convincing evidence” of the exchange of words creating the marriage contract. *Id.* The clear and convincing evidence standard is the highest standard of proof utilized in civil proceedings, requiring “evidence that is so clear, direct, weighty, and convincing

as to enable the [trier of fact] to come to a clear conviction, without hesitancy, of the truth of the precise facts [in] issue.” *In re Vencil*, 638 Pa. 1, 152 A.3d 235, footnote 1 (Pa. 2017), citations omitted. “When faced with contradictory testimony regarding *verba in praesenti*, the party claiming a common law marriage may introduce evidence of constant cohabitation and reputation of marriage in support of his or her claim.” *Studenmayer*, 714 A.2d at 1021.

DISCUSSION

Melissa argues that it is impossible for a same-sex common law marriage to have been formed between the parties because common-law marriage was abolished after January 1, 2005 and same-sex marriage was not legalized in Pennsylvania until 2014. As *In Re Estate of Carter* recognizes the ability for same gender couples to establish a valid common law marriage on or before January 1, 2005, this argument fails. This case actually turns upon whether or not Kimberly has met her heavy burden through the presentation of clear and convincing evidence that the couple exchanged *verba in praesenti* on December 25, 2004, thereby evidencing their intent to form a marriage contract at that moment.

Kimberly’s testimony concerning *verba in praesenti* exchanged between the parties was “just something about love and cherish and we pretty much just put the rings on each other’s finger”. *Tr. At 15*. Melissa denies that this occurred at any time during the parties’ relationship. There are no witnesses, nor any documentation to corroborate Kimberly’s version of events. Melissa’s testimony regarding the couple celebrating their anniversary in August, not December, was corroborated by T.C. Further undermining Kimberly’s credibility are her two divorce complaints, both signed under penalty of unsworn falsification, wherein she cites two different marriage dates in two different locations, compounded by her testimony that the 2003 alleged wedding date was actually the day that she proposed marriage to Melissa, then stating that they “re-exchanged rings” on the second alleged wedding date in 2004.

In an effort to overcome the conflicting testimony regarding the existence of *verba in praesenti*, Kimberly presented credible evidence of constant cohabitation by the parties from late 2003/early 2004 until 2017. See *Studenmayer, supra*. However, “cohabitation

between unmarried people today does not carry with it the same social taboo as when the common law marriage doctrine was developed,” and is perhaps less indicative of parties to be married spouses “than it was fifty or one hundred years ago.” *Id.*, 714 A.2d at 1023. “Since people live together without intending to marry, there must be proof of an agreement to enter into the relationship in order to establish that the parties are married.” *Hertz v. Hertz*, 23 Pa. D. & C.3d 55 (1981).

The parties presented conflicting evidence regarding whether they had a reputation for marriage that was broad and general. Some people thought they were married. Melissa’s family members believed they were not married. Melissa’s father’s obituary referred to Kimberly as Melissa’s “partner” and an article written by Melissa’s aunt referred to Kimberly as Melissa’s “friend”. In contrast, Kimberly’s father referred to Melissa as his daughter-in-law. Pertinent to determination of whether a marriage exists is how the parties themselves view the relationship. *Id.* Melissa provided a number of documents to demonstrate her intention to remain an unmarried person throughout the course of the relationship.

Kimberly’s evidence falls short of meeting the heavy burden of being clear and convincing. Melissa’s testimony regarding lack of the exchange of *verba in praesenti* is more credible than Kimberly’s vague, uncorroborated assertion. The two accounts directly contradict one another. T.C.’s testimony corroborates Melissa’s version of the relationship, particularly with respect to the date they celebrated their relationship. There is not clear and convincing evidence that *verba in praesenti* were exchanged. The evidence regarding constant cohabitation of the parties and their reputation in the community also falls short of substantiating Kimberly’s claim.

It is clear that Kimberly and Melissa once loved and cared for one another. They forged a loving, committed domestic partnership and close friendship for approximately 13 years. They lived under the same roof, slept together, commingled assets and liabilities, and started a landscaping business together. They exchanged gifts and greeting cards to recognize important and romantic occasions. They socialized with other couples. They took care of each other. While these behaviors are undertaken by married couples, they are also undertaken by many unmarried couples. None of these circumstanc-

es, in whole or in part, demonstrate an intent by the parties to enter into a marriage contract on December 25, 2004.

CONCLUSION

Kimberly has failed to establish, by clear and convincing evidence, that she and Melissa entered into a common law marriage on December 25, 2004. Therefore, Melissa's Preliminary Objections to the Complaint and Amended Complaint are sustained for the reasons stated herein. A valid common law marriage has not been established. An Order and Decree shall be entered accordingly.

ORDER OF COURT

AND NOW, this 12th day of April, 2018, in accordance with the attached Opinion, it is hereby ORDERED and DECREED that the common law marriage alleged by the Plaintiff is INVALID. Accordingly, Plaintiff's Complaint and Amended Complaint are dismissed with prejudice. This declaration shall be conclusive upon all persons concerned, in accordance with 23 Pa. C.S.A. §3306.

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 18th day of May 2018, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz. :

No. 2017-SU-1247

The Bank of New York Mellon FKA The Bank of New York as Trustee for the Certificate holders of the CWABS, Inc., Asset Backed Certificates, Series 2006-4
vs.

Dale Edward Brensinger, Rickee D. Brensinger
1995 MUMMASBURG RD.,
GETTYSBURG, PA 17325 Tax Parcel
12E11-0017--000
Township of Franklin, Adams County,
PA Improvements thereon: Residential
Dwelling Judgment: \$219,797.94
Attorneys for Plaintiff:
Parker McCay, PA

No. 2017-SU-1292

Bank of America, N.A., successor by merger to SAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP
vs.

Jason Buckmaster, Jennifer Buckmaster
108 NEWARK ST., LITTLESTOWN, PA
17340 Tax Parcel : 27005-0079--000
Borough of Littlestown, Improvements:
Residential Dwelling Judgment
\$122,061.26
Attorney: Richard M. Squire &
Associates, LLC Phone: 215/886-8790

No. 17-SU-36

Wells Fargo Bank, N.A.
vs.

Henry L. Clark, Jr., Christy A. Clark
580 MOUNT MISERY RD., NEW
OXFORD, PA 17350 Tax Parcel: 35K12-
0066E--000
Oxford Township, Adams County
Improvements thereon: Residential
Dwelling
Judgment Amount: \$172,028.30
Attorneys for Plaintiff
Phelan Hallinan Diamond & Jones, LLP

No. 17-SU-862

Federal National Mortgage Association ("Fannie Mae")
vs.

Hyacinth Rowe Gayle, Bryon N. Parris
284 MAPLE DR., HANOVER, PA 17331
Tax Parcel : 08021-0254

Township: Conewago
Improvements thereon: Residential
Dwelling Judgment \$221,701.27
Attorneys for Plaintiff
Martha E. Von Rosenstiel, P.C.

No.17-SU-847

Ajax E. Master Trust I, a Delaware Trust, Wilmington Savings Fund Society, FSB, Trustee
vs.

Lesley R. Hess
985 RIDGE RD., YORK SPRINGS, PA
17372

Tax Parcel 23J04-0014A Township:
Latimore
Improvements thereon: Residential
Dwelling Judgment \$102,682.11
Attorneys for Plaintiff
Martha E. Von Rosenstiel, P.C.

No. 17-SU-1330

Wells Fargo Bank, N.A.
vs.

Gregory A. King
45 OXFORD DR., NEW OXFORD, PA
17350 Tax Parcel 35003-0010--000
Oxford Township,
Improvements thereon: Residential
Dwelling Judgment:
\$194,084.49

Attorneys for Plaintiff
Phelan Hallinan Diamond & Jones, LLP

No. 17-SU-333

McCormick 108, LLC
vs.

Mann Realty Associates Inc.
25, 81, 83, AND 103 HUNTERSTOWN
RD., GETTYSBURG, PA 17325
Straban Township Parcel Numbers
38-G12-0111 IA-000
38-G12-0112-000
38-G12-0112-000.01
38-G12-0112-000.02
The improvements are believed to
consist of a vacant former concrete
plant and industrial site.
Judgment: \$798,301.95

To be sold as the property of Mann
Realty Associates, Inc. Shaan S. Chima,
Esquire P.A.
GEBHARDT & SMITH, LLP 410 385-
5109

No. 17-SU-274

NATIONSTAR MORTGAGE, LLC
vs.

LINDA MCNEW
1295 SWIFT RUN RD., NEW OXFORD,
PA 17350
Mt. Pleasant Township
Tax Parcel: 32111-0019E-000
(Acreage or street address)
Improvements thereon Residential
Dwelling Judgment: \$122,221.85
Attorneys for Plaintiff
KML Law Group, P.C.

No.17-SU-1145

PENNYMAC LOAN SERVICES, LLC
vs.

SEAN C. PHIPPS A/K/A SEAN PHIPPS

45 SPRING CREEK CIRCLE,
GETTYSBURG, PA 17325
Tax Parcel 30G14-0116-000 Mt. Joy
Township
Improvements thereon: residential
dwelling, Judgment: \$270,457.97
Attorneys for Plaintiff
Powers, Kirm & Associates, LLC.

No. 2017-5-1217

PHILIP R. FORLENZA
vs.

DENNIS A. PORR A/K/A DENNIS PORR

85 Galaxy Dr., Hanover, PA 17331
Tax Parcel: 01-08023-0082-000
Conewago Township,
Improvements thereon of the residential
dwelling, Judgment: \$172,552.00, plus
costs
Attorney
Robert L. McQuaide Gettysburg, PA
17325
(717) 337-1360

No. 15-SU-952

Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, Not Individually But as Trustee for Carlsbad Funding Mortgage Trust
vs.

Freeman L. Robinson, Jr., Mavis R. Payton Robinson
8 PENN CT., GETTYSBURG, PA 17325
TAX PARCEL 30F18-0099--000
Property in the Mt. Joy Township
Improvements thereon: residential
dwelling. Judgment Amount:
\$418,242.74
Attorneys for Plaintiff
Phelan Hallinan Diamond & Jones, LLP

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

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

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

James W. Muller
Sheriff of Adams County

www.adamscounty.us

4/20, 4/27 & 5/4

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 18th day of May 2018, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz. :

No. 17-SU-984

S&T Bank, Successor By Merger To Integrity Bank
vs.

Andrew Saum, Co-Executor of the Estate of Susan E. Klunk, Benjamin Klunk, Co-Executor of the Estate of Susan E. Klunk, Kara Klunk, Co-Executor of the Estate of Susan E. Klunk

51 CELEBRATION HILL RD.,
BIGLERVILLE, PA 17307 TAX PARCEL:
29D06-0021A-000.
Menallen Township,
Improvements thereon of the residential dwelling, Judgment amount \$263,474.15
Grenen & Birsic, P.C.
Brian M. Kile, Esq.,

No. 17-SU-799

Wells Fargo Bank, N.A. s/b/m to Wachovia Bank, National Association
vs.

Darrin Gordon Sealey a/k/a Darrin G. Sealey
318 PRINCE ST., LITTLESTOWN, PA 17340
Tax Parcel 27005-0062---000
Littlestown Borough,
Improvements thereon consisting of a Residential Dwelling Judgment Amount: \$76,811.23
Attorneys for Plaintiff
Phelan Hallinan Diamond & Jones, LLP

No. 2017-SU-1324

Deutsche Bank National Trust Company as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-MLNI
vs.

David Paul Sharpless a/k/a David Sharpless, Joan C. Sharpless A/K/A Joan Sharpless
341 LUMBER ST., LITTLESTOWN, PA 17340
Tax Parcel 27009--0030-000
Littlestown Borough
Improvements Residential Dwelling, Judgment: \$183,556.46
Attorney
SHAPIRO & DENARDO LLC

No. 17-SU-1142

U.S. Bank Trust National Association, as Trustee of Bungalow Series F Trust
vs.

John L. Wilson, Sr.,
6505 BALTIMORE PIKE,
LITTLESTOWN, PA 17340
Germany Township,
Tax Parcel: 15Jl8-0058B-000.
Improvements thereon consisting of a Residential Dwelling, Judgment \$210,928.28.
Attorneys for Plaintiff:
M. Troy Freedman, Esquire Stern & Eisenberg, PC Phone: (215) 572-8111

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
4/20, 4/27 & 5/4

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 MARY RITA REDDING, DEC'D**

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Executors: Susan Elaine Redding, 53 North Street, McSherrystown, PA 17344; Anthony J. Redding, 15 Penn Circle, Hanover, PA 17331

Attorney: Elinor Albright Rebert, Esq., 515 Carlisle Street, Hanover, Pennsylvania 17331

ESTATE OF BERNICE SHENBERGER a/k/a BERNICE M. SHENBERGER, DEC'D

Late of Huntington Township, Adams County, Pennsylvania

Executrix: Darlene R. Pittman, 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 RICHARD J. WALTER, DEC'D

Late of the Borough of Carroll Valley, Adams County, Pennsylvania

Executor: Rodger K. Walter, c/o R. Thomas Murphy, Esq., R. Thomas Murphy & Associates, P.C., 2005 East Main Street, Waynesboro, PA 17268

Attorney: R. Thomas Murphy, Esq., R. Thomas Murphy & Associates, P.C., 2005 East Main Street, Waynesboro, PA 17268

SECOND PUBLICATION**ESTATE OF MARY S. GROFT, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Barb Shriver, 550 Mt. Misery Rd., New Oxford, PA 17350; Ann Motter, 155 West Yellow Hill Rd., Biglerville, PA 17307

ESTATE OF LINDA R. JORGENSEN, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Michael R. Jorgensen, 125 Ridgewood Drive, Gettysburg, PA 17325

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

ESTATE OF MILDRED L. KRAMER, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Jeffrey Kramer, 560 Tall Cedar Lane, Greencastle, PA 17225

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

ESTATE OF CHARLES R. LEWIS, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Administrator: Ada G. Lewis, 824 Highland Avenue, Gettysburg, PA 17325

ESTATE OF VIRGINIA M. RICHARDS, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Robert R. Richards, Jr., c/o David M. Laucks, Esq., Laucks & Laucks, PC, 105 West Broadway, Red Lion, PA 17356

Attorney: David M. Laucks, Esq., Laucks & Laucks, PC, 105 West Broadway, Red Lion, PA 17356

ESTATE OF HARRY J. RIFKIN, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Administratrix: Kendra B. Sanner, 359 E. King Street, Littlestown, PA 17340

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

ESTATE OF CHARLES L. SELL, DEC'D

Late of Menallen Township, Adams County, Pennsylvania

Executrix: Katrina M. Luedtke, 43 West Middle Street, Gettysburg, PA 17325

Attorney: Judith Koper Morris, Esq., 369 Martin Drive, Hanover, PA 17331

ESTATE OF KATHRYN E. WEIKERT, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Mr. James H. Weikert, 3816 Sarayo Circle, Harrisburg, PA 17110

Attorney: Leonard Tintner, Esq., Boswell, Tintner & Piccola, 315 N. Front Street, Harrisburg, PA 17101

ESTATE OF THOMAS ROBERT WENCK, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Administrator: Alfred J. Wenck, 2114 Outer Drive, Sarasota, FL 34231

THIRD PUBLICATION**ESTATE OF MARY E. SANTANA, DEC'D**

Late of Straban Township, Adams County, Pennsylvania

Executor: Andrew D. Mitchell, c/o Kevin G. Robinson, Esq., Gates & Gates, P.C., 60 E. Middle Street, Gettysburg, PA 17325

Attorney: Kevin G. Robinson, Esq., Gates & Gates, P.C., 60 E. Middle Street, Gettysburg, PA 17325

