



**Chester  
County  
Bar  
Association**

# **Chester County Law Reporter**

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# Chester County Law Reporter

(USPS 102-900)

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**Johnson v. Johnson**

Divorce – Equitable distribution – Petition to modify QDRO – Abuse of discretion – Modification of final order – Petition for special relief – Contract interpretation – Fraud or mistake – Fatal defect

1. An abuse of discretion exists when the trial court has rendered a decision or a judgment which is manifestly unreasonable, arbitrary, or capricious, has failed to apply the law, or was motivated by partiality, prejudice, bias or ill will.
2. When a QDRO agreement of the parties is confirmed as an order of court, such order becomes more than a mere procedural implementation. Rather, it is perforce a substantive consent decree or order particularly where the order sought to be modified does not merely implement an underlying order but, by agreement of the parties, expressly alters the requirements of the underlying order.
3. The court may not review, reform, modify, vacate or rescind a consent decree without clear, precise and convincing evidence of fraud or mutual mistake; unilateral mistake does not support such relief.
4. The Divorce Code makes no provision for a modification of a final decree of equitable distribution, and in fact it is settled law that such a decree is non-modifiable. The court may, however, entertain a former spouse's petition for special relief pursuant to 23 Pa.C.S. §3104(a)(1) and Pa.R.C.P. 1920.43(a).
5. A petition for special relief seeking to address a final order of equitable distribution is cognizable to the extent that the relief requested is enforcement of the order rather than a challenge to the substance of the order.
6. Pennsylvania courts must enforce property settlement agreements in accordance with the same rules applying to contract interpretation.
7. Where the words of a contract are clear and unambiguous, the intent of the parties is to be ascertained from the express language of the agreement itself.
8. A court may construe or interpret a consent decree as it would a contract, but it has neither the power nor the authority to modify or vary the decree unless there has been fraud, accident or mistake. This is particularly true when the order in question was entered by and with the express written consent of the parties.
9. A decree entered by consent of the parties is so conclusive that it will be reviewed only on a showing that an objecting party's consent was obtained by fraud or that it was based upon mutual mistake. Only mutual mistake, and not unilateral mistake, may justify the reformation or rescission of a contract or consent decree.
10. When a mistake is unilateral and due to the negligence of the one who acts under the mistake, there is no basis for relief from enforcement of the contract.
11. Mutual mistake means both parties to a contract must be mistaken as to existing facts at the time of execution. A party seeking reformation on the basis of mutual mistake must establish in the clearest manner that the intention proffered as the basis for reformation existed and continued concurrently in the

minds of the parties.

12. Evidence of a mutual mistake must be clear, precise and convincing, and may be satisfied where a witness is found to be credible, that facts to which they testify are distinctly remembered and the details thereof narrated exactly and in due order, and that their testimony is so clear, direct, weighty, and convincing as to enable the jury to come to a clear conviction without hesitancy, of the truth of the precise facts in issue.
13. Unreasonable or not, unless the consent decree was the result of fraud, accident or mistake, it must stand even if it now appears that it is unfair or unreasonable. However improvident an agreement may be or subsequently prove to be for either party, their agreement, absent fraud, accident or mutual mistake, is the law of the case.
14. Absent an allegation of extrinsic fraud or other extraordinary cause, the trial court does not have jurisdiction to grant a petition to modify a QDRO if such petition was filed more than thirty days from the date the QDRO was entered. After the expiration of thirty days, the trial court loses its broad discretion to modify, and the order can be opened or vacated only upon a showing of extrinsic fraud, lack of jurisdiction over the subject matter, a fatal defect apparent on the face of the record or some other evidence of extraordinary cause justifying intervention by the court.
15. In addition, such relief will not be granted unless it is equitable to do so, and the petitioner has not been barred by his own bad faith and bad conduct.
16. A general plea to equity and economic justice does not satisfy the requirements for opening or vacating this QDRO after expiration of the thirty-day period prescribed by 42 Pa.C.S. §5505. Likewise, mistake of a party and his counsel does not justify an untimely request for relief from the thirty-day period.
17. Additionally, neither unilateral mistake nor mutual mistake is sufficient legal grounds for the court to address the QDRO after expiration of the thirty-day period.
18. A spouse is entitled to share in a post-separation increase in pension value, when such increase is not due to any post-separation efforts of the participating spouse.
19. Plaintiff filed a Petition to Compel Payment of Equitable Distribution of Marital Estate on October 17, 2008. The Petition sought modification of an April 10, 2007 Stipulated Domestic Relations Order (the “QDRO”) to compel the QDRO administrator to pay certain retirement monies to Petitioner, or alternatively, to compel Respondent directly to pay Petitioner those same monies. On November 18, 2008, the Court *Held*, that the Petition was denied. Petitioner appealed the November 18, 2008 order to Superior Court on December 17, 2008. That same day, the court ordered Petitioner to file a concise statement of errors complained of on appeal pursuant to Pa.R.A.P. 1925(b)(1). Petitioner timely filed his concise statement on January 2, 2009, and the Court issued a

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full Decision on February 13, 2009.

P.McK.

C.C.P. Chester County, Civil Action – Divorce, No. 2002-04681-DI; William Johnson v. Mabel Johnson.

William L. McLaughlin, for Plaintiff/Petitioner

Aaron D. Martin, for Defendant/Respondent

Hall, J., February 13, 2009:-

**[Editor's Note: Appeal to Superior Court was affirmed by *Per Curiam* Order dated January 28, 2010 at Docket No. 3514 EDA 2008.]**

WILLIAM JOHNSON Plaintiff	:	IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA
	:	
v.	:	NO. 02-04681
	:	
MABEL JOHNSON Defendant	:	IN DIVORCE CIVIL ACTION - LAW

William L. McLaughlin, Esquire, on behalf of Plaintiff/Petitioner  
 Aaron D. Martin, Esquire, on behalf of Defendant/Respondent

### **OPINION IN SUPPORT OF ORDER PURSUANT TO Pa.R.A.P. 1925(a)**

On November 18, 2008, this court issued an order denying Petitioner William R. Johnson's ("Petitioner") October 17, 2008 Petition to Compel Payment of Equitable Distribution of Marital Estate ("Petition"). The Petition sought modification of an April 10, 2007 Stipulated Domestic Relations Order (the "QDRO") to compel the QDRO administrator to pay certain retirement monies to Petitioner, or alternatively, to compel Respondent Mabel Johnson ("Respondent") directly to pay Petitioner those same monies. Petitioner appealed the November 18, 2008 order to Superior Court on December 17, 2008. That same day, this court ordered Petitioner to file a concise statement of errors complained of on appeal ("concise statement") pursuant to Pa.R.A.P. 1925(b)(1). Petitioner timely filed his concise statement on January 2, 2009, asserting the following errors complained of on appeal:

1. The Court erred when it effectively ruled that the Court would not enforce the Divorce Decree and the incorporated agreement reached by the parties (... , the provisions of which are set forth at length in the Master's Report) of July 27, 2006 and filed July 31, 2006. (Exhibit "C" and "B" of the Petition to Compel Payment of Equitable Distribution of Marital Estate filed by Plaintiff/Petitioner October 17, 2008), when it was clearly demonstrated in the petition that the implementing QDRO order and its interpretation by the fund manager improperly allocated \$88,421 to the plaintiff.

2. The Court erred when it refused to exercise the equitable powers clearly set forth in the Pa.R.C.P. 1920.43 and supported by case law Romeo v. Romeo, 417 Pa.Super. 180, 611 A.2d 1325, 1328 (1994) to enforce the July 31, 2006 Order of the Court and correct the failure of the defendant/respondent to pay over \$88,421 incorrectly allocated to her by a QDRO.

3. The Court erred when it allowed a forfeiture by the plaintiff/petitioner of \$88,421 without justification of any kind.

4. The Court erred when it presumed that the only way to prevent the forfeiture of \$88,421 or the violation of the plain terms of the July 31, 2006 Order (primary order) was to modify, open or change the STIPULATED DOMESTIC RELATIONS ORDER (QDRO) (implementing order) dated April 10, 2007 and

filed July 24, 2007, when the plaintiff/petitioner's prayer suggested an alternative in the form of a direct payment from wife to enforce the primary order.

5. Presuming, *arguendo*, that the QDRO had to be modified to correct the distribution from the petitioner/husband's retirement account, the Court erred when it improperly held that the QDRO was not subject to the "...fatal defect apparent on the face of the record or other evidence of extraordinary circumstances justifying intervention by the court." Hayward v. Hayward, 808 A.2d 232, 235 (PA Super. 2002) exception, in order to overcome the restriction of 42 Pa.C.S. §5505, when it was clearly demonstrated that there was a variance on the face of the record between the direction to distribute a retirement plan and pension plan in the Divorce Decree, and the implementing QDRO, namely the inclusion of a beginning date for the growth of the wife's share and the actual entitlement to such growth. Such a variance, between an existing Order (Decree) and a QDRO (implementing order), apparent on the face of the record, was held to satisfy the standard for applying an exception in Hayward, *id*, a case that overruled the trial court which refused to modify a QDRO six years after its entry on the record.

6. The Court erred when it held that the Petitioner did not demonstrate that there was a variance between the Decree and the QDRO, to warrant modification of the QDRO, or some other remedy. The petitioner, in the petition itself, demonstrated that the primary order did not provide for any growth in an amount allocated to defendant/respondent Wife from a retirement plan and did not provide for any growth from a flat amount that was awarded from a pension. Furthermore, the primary order did not state that growth for any of the two relevant items would be calculated from any particular date. The implementing order clearly inserts a growth element that was not in the primary order creating a defect on the face of the record.

7. The Court erred when it did not provide a remedy to the plaintiff/petitioner when it was demonstrated that the marital estate was not properly distributed in accordance with a standing Order of the Court."

The footnote to the court's November 18, 2008 order sets forth the court's basic reason for its decision on the asserted issues. A copy of that order is attached hereto. The court offers the following additional findings of fact and discussion to further facilitate appellate review.<sup>1</sup>

### **Findings of Fact<sup>2</sup>**

The court makes the following findings of fact:

1. The court entered a Final Decree of Divorce ("Final Decree") for the parties on July 27, 2006. *See*, Exhibit C to the Petition. The Final Decree expressly incorporated the terms of an agreement reached by the parties which

<sup>1</sup>Petitioner submitted two letter briefs to the court dated November 13 and 20, 2008.

Respondent submitted one on November 14, 2008. The court considered these letter briefs and has placed them in the court file.

<sup>2</sup>These are the facts the court finds credible and material based upon the orders at issue and admissions in the pleadings and November 13, 2008 oral argument.

agreement is set forth in writing in the May 15, 2006 Report of the Master ("Master's Report") and the May 5, 2006 Joint Pre-Trial Statement and Stipulation for Trial ("Pre-Trial Stipulation") of the parties. *See*, Exhibits C and B to the Petition, respectively.

2. The chart contained in the Pre-Trial Stipulation at pages 2-4 thereof ("Chart"), among other things, divides the assets and liabilities between the parties and describes the then agreed value and/or balance of those assets and liabilities. Item nos. 20 and 22 of the Chart allocates Petitioner's AHP pension ("Pension") and Petitioner's AHP 401K & Savings Plan ("401 K") between the parties.

3. On the fifth page of the Pre-Trial Stipulation, in the first paragraph 5 thereof (top of page), the parties expressly agreed that Respondent would be entitled, at distribution, to the percentage of Pension that the Plan Administrator would calculate from the dollar amount set aside for Respondent and that a QDRO would be prepared transferring Respondent's percentage of the Pension to her.<sup>3</sup> The Pre-Trial Stipulation implies that the percentage of the Pension finally distributed to Respondent by the Plan Administrator would result in a different dollar amount than that described within the Chart – a clear indication that her Pension interest was subject to gains or losses.

4. At some time after the entry of the Final Decree, the parties both became knowledgeable that the Pension had already gone into pay status, that Petitioner had been receiving Pension payments, and that it would be difficult to recalculate Respondent's interest in the Pension.

5. Because of this, the parties agreed after the Final Decree that all of Respondent's entitlement to Petitioner's retirement monies, from both the Pension and the 401K, would be funded solely from the 401K.

6. As a result, Respondent became entitled to an initial total of \$180,756 (\$91,149 from the Pension and \$89,607 from the 401K), all of which was to be paid from the 401K. Petitioner then became entitled to and in fact received the full value of his Pension which, at the date of the Chart, was \$290,000. *See*, item 20, column 1 on the Chart.

7. By further agreement, the parties retained attorney Richard Lawson, Esquire ("Mr. Lawson") to prepare a Qualified Domestic Relations Order ("QDRO") in accordance with their agreed change from the Divorce Decree.

8. In approximately early 2007, Mr. Lawson produced an initial form of the QDRO. This initial form, at paragraph 9, contained express language that Respondent's interest in the 401K was subject to both gains and losses in value. *See*, Exhibit E to the Petition. None of the parties or attorneys objected to this para-

<sup>3</sup>The amount to be used to calculate the percentage to which Respondent was entitled was increased by the Special Master from the \$78,149 listed in column 3 of Chart item 20 to \$91,149. At oral argument counsel for both parties expressly agreed that it is now proper to use the figure of \$91,149.



graph.

9. Thereafter, Mr. Lawson produced the final form of the QDRO. See, Exhibit A to the Petition. The only material change between the first and second forms was an increase in the amount of money due to Respondent from the 401K in accordance with the parties' agreement to increase Respondent's share of the 401K from that described in the Final Decree.

10. This final form of the QDRO contained the same express language regarding Respondent's entitlement to gains and responsibility for losses, as had the first form. None of the parties or attorneys voiced any question or objection to this language prior to the parties' and court's execution of this QDRO.

11. On March 21, 2007 and March 29, 2007 respectively, Petitioner and Respondent signed the QDRO. Their signatures appear directly below a rubric stating "APPROVED AS TO FORM AND CONTENT." The signature page of the QDRO further attests that both of the parties used legal counsel in conjunction with their execution of the April 10, 2007 QDRO.

12. As a result of the agreements of the parties as described above, Petitioner became entitled to the value of the Pension while Respondent became entitled to the value of the 401K.

13. There is no language in the Final Decree, the Master's Report, or the Pre-Trial Stipulation which expressly or impliedly prohibits Respondent's entitlement to her proportionate share of the growth of the Pension or the 401K.

14. Respondent and Petitioner risked the gain or loss in value to other assets listed in the Chart. These include, for example: (i) the value of the marital residence assigned to Petitioner (item no. 1); (ii) the values of the three rental properties assigned to Respondent and the one rental property assigned to Petitioner (items 5, 7, 9 and 11); (iii) the value of the Florida timeshare assigned to Respondent (item 13); (iv) Respondent's AIM Investment and AHP Pension (items 19 and 21); and (v) the 1228 shares of Wyeth stock assigned to Petitioner (item 33).

15. Neither the Pre-Trial Stipulation, the Master's Report nor the Final Decree contain any language that distinguishes or differentiates the parties' exposure to gains and losses in the Pension and the 401K from that in any other asset also subject to gains and losses.

### Discussion

This decision is subject to review under the abuse of discretion standard. *Prol v. Prol*, 935 A.2d 547, 551 (PA Super. 2007). "An abuse of discretion exists when the trial court has rendered a decision or a judgment which is manifestly unreasonable, arbitrary, or capricious, has failed to apply the law, or was motivated by partiality, prejudice, bias or ill will." *Id.* (citing, *Pratt v. St. Christopher's Hospital*, 824 A.2d 299, 302 (PA Super. 2003), *aff'd*. 581 Pa. 524, 866 A.2d 313 (2005)). The order at issue must not be manifestly unreasonable and must be supported by competent evidence. *Prol*, 935 A.2d at 551 (citing *McCurry v. McCurry*, 279 Pa. Super. 223, 420 A.2d 1113, 1115-16 (1980)).

I. QDRO: Procedural Implement v. Substantive Right

Petitioner argues that the QDRO in this case must be construed to be merely a procedural tool to implement the substantive rights granted to the parties in the Final Decree, the Master's Report and the Pre-Trial Stipulation. Petitioner cites *Grieve v. Mankey*, 451 Pa. Super. 318, 679 A.2d 814 (1996) for this proposition. In *Grieve*, the parties agreed to entry of an equitable distribution consent order in 1986 which provided, *inter alia*, that "[t]he parties have agreed to equally divide any rights of David Michael Mankey in the pension program of the School District of the City of Pittsburgh ('PSERS')." *Grieve*, 451 Pa. Super. at 319, 679 A.2d at 815. However in 1986, PSERS, by law, could not accept or obey a QDRO. Then, in 1994, it became legal for PSERS to accept and enforce alternate distributions set forth in a QDRO. This prompted wife to request such a QDRO from the court, to implement the 50/50 agreement regarding the PSERS pension provided for in the 1986 consent order. Over husband's objections, the Superior Court found that it was proper to enter this new QDRO, despite being eight years after the initial consent order. Under those facts, the court found the new QDRO to be merely an implementation of prior existing rights, not the creation of any new rights.

The present case is distinguishable. In *Grieve*, wife asked the court to issue a new initial QDRO. In this case, Petitioner husband asks this court to modify an existing QDRO agreed upon by the parties while the QDRO in *Grieve* was executed by the court over husband's objection. Here, the subject QDRO was approved by both parties and their counsel, including as to the "form and content" of the order, (Petition Exhibit A, p. 7), whereas the husband in *Grieve* did not agree to any part of the QDRO. When such an agreement of the parties is confirmed as an order of court, such order becomes more than a mere procedural implementation. Rather, it is perforce a substantive consent decree or order. This conclusion is especially necessary where, as here, the order sought to be modified does not merely implement an underlying order but, by agreement of the parties, expressly alters the requirements of the underlying order. As such, this court may not review, reform, modify, vacate or rescind such consent decree without clear, precise and convincing evidence of fraud or mutual mistake. *Cioffi v. Cioffi*, 885 A.2d 45, 48 (PA Super. 2005); *Lee v. Lee*, 435 Pa. Super. 405, 408, 645 A.2d 1363, 1365 (1994); *Mellish v. Mellish*, 886 A.2d 1151, 1158-9 (Pa. Cmwlth. 2005); *see, also*, discussion in Section II below.

In the record of this matter, there is absolutely no evidence whatsoever of any kind of fraud or any possibility of mutual mistake. While Petitioner argues that the original Pre-Trial Stipulation and subsequent Master's Report and Final Decree were never intended to grant Respondent an interest in the gains and losses of the 401K, those documents provide no competent evidence of that alleged intention. Likewise, Petitioner produced no evidence that he objected to or questioned the language in paragraph 9 of either the first form or final form of the QDRO prior to the parties' and court's execution of the final QDRO. The limited record in this matter

establishes, if anything, Petitioner's unilateral mistake in agreeing to sign the QDRO. Unilateral mistake does not support the relief requested by Petitioner. *Cargill, Inc. v. LGX LLC*, 2007 WL 527725, p. 3 (E.D. Pa.); *Employers Fire Insurance Co. v. Alvarado*, 2005 WL 182717; *Vonada v. Long*, 852 A.2d 331, 337-8 (PA Super. 2004); *Mellish*; see, discussion in Section II below.

## II. No Modification of a Final Decree or Order; Contract Interpretation Rules

"The Divorce Code makes no provision for a 'modification' of a final decree of equitable distribution, and in fact it is settled law that such a decree is non-modifiable." *Romeo v. Romeo*, 417 Pa. Super. 180, 183, 611 A.2d 1325, 1327 (1992). This court may however entertain a former spouse's "petition for special relief" pursuant to 23 Pa.C.S. §3104(a)(1) and Pa.R.C.P. 1920.43(a). *Johnson v. Johnson*, 864 A.2d 1224, 1228-1229 (PA Super. 2004). A petition for special relief seeking to address a final order of equitable distribution is cognizable to the extent that the relief requested is enforcement of the order rather than a challenge to the substance of the order. *Sebastianelli v. Sebastianelli*, 876 A.2d 431, 433 (PA Super. 2005). For example, a petition for special relief will not lie simply to correct a party's failure to file exceptions. *Id.*

Pennsylvania courts must "enforce property settlement agreements in accordance with the same rules applying to contract interpretation." *Cargill, Inc. v. LGX LLC*, 2007 WL 527725, p. 3 (E.D. Pa.); *Mellish, II v. Hurlock Neck Duck Club, Inc.*, 886 A.2d 1151, 1158 (Pa. Cmwlth. 2005); 23 Pa.C.S. §3105(c).<sup>4</sup> "[W]here as here, the words of a contract are clear and unambiguous, the intent of the parties is to be ascertained from the express language of the agreement itself." *Kripp v. Kripp*, 578 Pa. 82, 90, 849 A.2d 1159, 1163 (2004); *Cioffi v. Cioffi*, 885 A.2d 45, 48 (PA Super. 2005) (*citing, Bianchi v. Bianchi*, 859 A.2d 511, 515 (PA Super. 2004)). A court may construe or interpret a consent decree as it would a contract, but it has neither the power nor the authority to modify or vary the decree unless there has been fraud, accident or mistake." *Cioffi*, 885 A.2d at 48; 23 Pa.C.S. §3105(c). This is particularly true when, as here, the order in question was entered by and with the express written consent of the parties. *Karkaria v. Karkaria*, 405 Pa. Super. 176, 189-90, 592 A.2d 64, 71 (1991) (A party who acquiesces in an order or judgment will not later be heard to challenge it). Indeed, "[a] decree entered by consent of the parties is so conclusive that it will be reviewed only on a showing that an objecting party's consent was obtained by fraud or that it was based upon mutual mistake." *Cioffi*; *Lee v. Carney*, 435 Pa. Super. 405, 408, 645 A.2d 1363, 1365 (1994) (*citing, Sarsfield v. Sarsfield*, 251 Pa. Super. 516, 518, 380 A.2d 899, 900-01 (1977)); see, also, *Casper v. Casper*, 359 Pa. Super. 559, 563-4, 519 A.2d 493, 496 (1986).

<sup>4</sup> 23 Pa.C.S. §3105(c), *Effect of agreement between parties*, provides as follows: "**Certain provisions not subject to modification.** – In the absence of a specific provision to the contrary appearing in the agreement, a provision regarding the disposition of existing property rights and interests between the parties, alimony, alimony pendent elite, counsel fees or expenses shall not be subject to modification by the court."

Only mutual mistake, and not unilateral mistake, may justify the reformation or rescission of a contract or consent decree. *Cargill*, 2007 WL 527725, p. 3; *Employers Fire Insurance Co. v. Alvarado*, 2005 WL 182717, p. 4 (E.D. Pa.) (only unilateral mistake found, where woman did not pay close attention to the explicit terms of her insurance policy); *Vonada v. Long*, 852 A.2d 331, 337-8 (PA Super. 2004). When a mistake is unilateral and due to the negligence of the one who acts under the mistake, there is no basis for relief from enforcement of the contract. *Id.*, 852 A.2d at 338. Mutual mistake means “both parties to a contract [must be] mistaken as to existing facts *at the time of execution*.” *Mellish*, 886 A.2d at 1159 (emphasis in original). “A party seeking reformation on the basis of mutual mistake must establish in the clearest manner that the intention proffered as the basis for reformation existed and continued concurrently in the minds of the parties.” *Employers*, 2005 WL 182717, p. 4. Evidence of a mutual mistake must be clear, precise and convincing. *Mellish*, 886 A.2d at 1159. Evidence is clear, precise and convincing if the following factors are satisfied:

Witnesses must be found to be credible, that facts to which they testify are distinctly remembered and the details thereof narrated exactly and in due order, and that their testimony is so clear, direct, weighty, and convincing as to enable the jury to come to a clear conviction without hesitancy, of the truth of the precise facts in issue.

*Id.*

Hindsight offers no relief from enforcement. “[U]nreasonable or not, unless the consent decree was the result of fraud, accident or mistake, it must stand even if it *now* appears that it is unfair or unreasonable.” *Mellish*, 886 A.2d at 1158, fn 13 (emphasis in original). “[H]owever improvident their agreement may be or subsequently prove for either party, their agreement, absent fraud, accident or mutual mistake, is the law of the case.” *Roth v. Old Guard Insurance Co.*, 850 A.2d 651, 653 (PA Super. 2004).

Again, Petitioner offers no evidence which could prove a mutual mistake by the parties in the execution of the QDRO. Likewise, Petitioner does not even allege fraud or accident. Accordingly, Petitioner fails to establish any grounds which merit or permit any modification or rescission of the QDRO.

### III. 42 Pa.C.S. §5505<sup>5</sup>; Fatal Defect on the Face of the Order

This case involves a QDRO which was entered as a consent decree by agreement of the parties.

Absent an allegation of extrinsic fraud or other extraordinary cause, the trial court does not have jurisdiction

<sup>5</sup> 42 Pa.C.S. §5505, *Modification of orders*, provides as follows: “Except as otherwise provided or prescribed by law, a court upon notice to the parties may modify or rescind any order within 30 days after its entry, notwithstanding the prior termination of any term of court, if no appeal from such order has been taken or allowed.”

to grant a petition to modify a QDRO if such petition was filed more than thirty days from the date the QDRO was entered. . . . After the expiration of thirty days, the trial court loses its broad discretion to modify, and the order can be opened or vacated only upon a showing of extrinsic fraud, lack of jurisdiction over the subject matter, *a fatal defect apparent on the face of the record* or some other evidence of extraordinary cause justifying intervention by the court.

*Hayward v. Hayward*, 808 A.2d 232, 235 (PA Super. 2002) (emphasis in original). In addition, “relief will not be granted unless it is equitable to do so, and the [petitioner is] not barred by [his] own bad faith and bad conduct.” *Prol*, 935 A.2d at 554 (citing, *Blue Ridge Metal Mfg. Co. v. Proctor*, 327 Pa. 424, 428, 194 A.2d 559, 561 (1937) (brackets in original)).

Petitioner argues that it is proper for the court to modify the subject QDRO, despite the thirty-day limitation provided in 42 Pa.C.S. §5505, because there is a fatal defect on the face of the QDRO. In support of this argument, Petitioner cites the *Hayward* case. *Hayward* however stands for the proposition that a QDRO, entered not as a consent decree, which contained a “fatal defect apparent on the face of the record” by using an obviously incorrect coverture fraction resulting in an award to wife of husband’s entire military pension (including 100% of the non-marital portion of the military pension), may be amended after the thirty-day period provided in 42 Pa.C.S. §5505. Petitioner, however, failed to prove such a facial defect here.

A general plea to equity and economic justice does not satisfy the requirements for opening or vacating this QDRO after expiration of the thirty-day period prescribed by 42 Pa.C.S. §5505. *Melton v. Melton*, 831 A.2d 646, 651 (PA Super. 2003). Likewise, mistake of a party and his counsel does not justify an untimely request for relief from the thirty-day period. *Id.*, 831 A.2d at 652; *Stockton v. Stockton*, 698 A.2d 1334, 1338 (PA Super. 1997). Indeed, neither unilateral mistake *nor mutual mistake*, is sufficient legal grounds for this court to address the QDRO after expiration of the thirty-day period. *Hassick v. Hassick*, 695 A.2d 851, 853 (PA Super. 1997); *Holteen v. Holteen*, 413 Pa. Super. 591, 593-4, 605 A.2d 1275, 1276 (1992).

Petitioner suggests that the fatal defect on the face of the record in this case is that the plain language of the QDRO regarding gains and losses differs substantively and materially from the plain language of the Pre-Trial Stipulation, as it was incorporated into the Master’s Report and Final Decree. The court disagrees. The language of the QDRO, at paragraph 9, is in fact express, plain and unambiguous; it definitively subjects Respondent to the risk of gains and losses in the 401K. While the language in the Pre-Trial Stipulation does not grant expressly a right to gains and losses, it also does not prohibit such a right nor otherwise contradict the QDRO language. Item 20 on the Chart awards a specific dollar amount to each party.<sup>6</sup> The

Pre-Trial Stipulation additionally requires the conversion of the dollar amounts to a percentage interest in the Pension, with the dollar amount distributed to Respondent based upon her percentage interest. The logical interpretation of this language is that the actual amount of money each party would receive would vary in accordance with the value of the Pension at the time of distribution. If this were not the case, Petitioner's dollar share of the Pension would also be static and neither party could benefit from any growth of the Pension.<sup>7</sup> It therefore cannot persuasively be argued that the gains and losses language in the QDRO clearly contradicts that of the Pre-Trial Stipulation. Thus, this court is without jurisdiction to grant the relief Petitioner requests.

### Conclusions

A. Petitioner's errors complained of nos. 1 and 2, are without merit. As described at length above, the court finds that Respondent is entitled to the gains and losses in the 401K, pursuant to the QDRO, and that this result is in no material way contrary to the parties' substantive rights under the Final Decree, Master's Report and Pre-Trial Stipulation. This court therefore duly has enforced the existing Final Decree; for this reason, there is no basis upon which to exercise the court's equitable powers of enforcement, to compel Respondent to disgorge 401K funds.

B. Petitioner's errors complained of nos. 3 and 4 are also without merit. Because the court finds Respondent expressly entitled to the monies consti-

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<sup>6</sup>The specific amounts awarded to each party by the Master vary from the specific amounts listed originally in the Chart. *See*, footnote 3 above. Neither party questions the Master's numbers, and thus the variance is irrelevant to the issues presented.

<sup>7</sup> In *Bianchi*, *supra*, the Superior Court found, in the context of a declaratory judgment action, that settlement language awarding wife a percentage of husband's pension, did not allow wife to share in any increases in the pension's value. *Id.*, 859 A.2d at 517. However, the court there did not address apparent consonance between the settlement language and the later more specific QDRO language. Nor did that court address the application of 42 Pa.C.S. §5505 or the jurisdictional requirement of a fatal defect apparent on the face of the record. Also, in *Bianchi* the wife was specifically and only awarded a percentage of a fixed amount, without reference to what that amount would be. In the present case, a specific dollar amount was determined first for each party, which, in the case of the Pension, was to be used by the Plan Administrator to determine a percentage interest. As stated, by identifying a specific dollar amount, and not limiting Respondent's eventual interest to that number, the parties implicitly acknowledged that the amount distributed to Respondent would account for gains or losses. As a result, this court finds more applicable and persuasive the Supreme Court's holding in *Meyer v. Meyer*, 561 Pa. 225, 749 A.2d 917 (2000) and the public policy embodied therein. That holding and policy are that a spouse is entitled to share in a post-separation increase in pension value, when such increase is not due to any post-separation efforts of the participating spouse. *Meyer*, 561 Pa. at 229-30, 749 A.2d at 919; *Bianchi*, 859 A.2d at 517; 23 Pa.C.S. §3501(c). Petitioner presented no evidence that the increased value of the 401K was in any way due to post-separation efforts of Petitioner.

tuting gains in the 401K, there has not been a “forfeiture”. Accordingly, there is no right or justification to order Respondent to disgorge the 401K monies or to pay any of the 401K monies she received, over to Petitioner.

C. Petitioner’s errors complained of nos. 5 and 6 are also without merit. As explained at length earlier in this opinion, there is no material conflict between the language in the QDRO and the language of the Final Decree, Master’s Report and Pre-Trial Stipulation. While the latter documents do not contain language expressly granting the right to gains in the 401K to Respondent, there is no language prohibiting it and as such, there is nothing in the QDRO which is contrary to the other documents.

D. Petitioner’s error complained of no. 7 is without merit. Respondent properly is entitled to the gains in the 401K. Petitioner states no valid claim to these monies and accordingly is not entitled to any of the remedies he seeks.

For all of the foregoing reasons, this court respectfully suggests that its order of November 18, 2008 be affirmed.

BY THE COURT:

2/13/09

Date

/s/ John L. Hall, J.



WILLIAM JOHNSON	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CHESTER COUNTY, PENNSYLVANIA
	:	
v.	:	NO. 02-04681
	:	
MABEL JOHNSON	:	IN DIVORCE
Defendant	:	CIVIL ACTION - LAW

William L. McLaughlin, Esquire, Attorney for Plaintiff  
Aaron D. Martin, Esquire, Attorney for Defendant

ORDER

AND NOW, this 18<sup>th</sup> day of November, 2008, upon consideration of Plaintiff’s Petition to Compel Payment of Equitable Distribution of Marital Estate (“Petition”), filed on October 17, 2008, Defendant’s November 10, 2008 Answer thereto and after oral argument held on November 12, 2008, it is hereby **ORDERED** and **DECREED** that Plaintiff’s Petition is **DENIED**.<sup>8</sup>

BY THE COURT:

/s/ John L. Hall, J.

<sup>8</sup> The Qualified Domestic Relations Order (“QDRO”) at issue was approved by both parties in early 2007 and filed July 24, 2007, well over one year before the filing of the Petition. “After the expiration of thirty days, the trial court loses its broad discretion to modify, and [an] order can be opened or vacated only upon a showing of extrinsic fraud, lack of jurisdiction over the subject matter, *a fatal defect apparent on the face of the record* or some other evidence of extraordinary cause justifying intervention by the court.” *Hayward v. Hayward*, 808 A.2d 232, 235 (PA Super. 2002) (emphasis in original). The Plaintiff has not sought to show extrinsic fraud or lack of jurisdiction over the subject matter and although obliquely alleged, there is no fatal defect apparent on the face of the QDRO. *Hayward*, 808 A.2d at 236. Accordingly, among other reasons to deny the Petition, the Court is without jurisdiction to amend the QDRO. *Id.*; 42 Pa.C.S. §5505.



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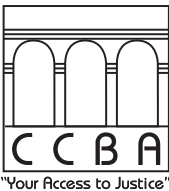
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NO. 11-06559**

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Date of filing the Petition: June 15, 2011

Name to be changed from: Xiaoyang Li to: Carol Xiaoyang Li

Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

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NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania for JOHN F. GALLAGHER, INC., in accordance with the provisions of the Pennsylvania Business Corporation Law of 1988.

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The Name of the Corporation is Harpoon Louie's, Inc.

Articles of Incorporation were (will be) filed on June 16, 2011.

The purpose or purposes for which it was organized is: Food Service. The Corporation shall have unlimited power to engage in and do any lawful business for which Corporations may be incorporated under the Business Corporation Laws of Pennsylvania.

RONALD F. BRIEN, Solicitor  
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The name of the Corporation is 905 Fern Hill Road, Inc.

The purpose or purposes for which it was organized are: the Corporation shall have unlimited power to engage in and do any lawful act concerning any and all lawful business for which limited liability companies may be organized under the Pennsylvania Business Corporation Law, as amended.

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**BRANT**, Robert S., Sr., late of Easttown Township. Carolyn S. Brant, 122 Bartholomew Road, Berwyn, PA 19312, Executors. JAMES R. FREEMAN, Esquire, 606 S. Main Street, Phoenixville, PA 19460, atty.

**CAMPBELL**, Esther, late of West Nottingham Township. Penny Woolley, 1221 A Calvert Road, Rising Sun, MD 21911, Administratrix. KENNETH R. PYLE, Esquire, P.O. Box 141, Lewisville, PA 19351-0141, atty.

**DICK**, Virginia M., late of Tredyffrin Township. Wells Fargo Bank, NA, care of LEIGH W. BAUER, Esquire, 1608 Walnut Street, Ste. 900, Philadelphia, PA 19103, Executor. LEIGH W. BAUER, Esquire, Diamond, Polsky & Bauer, P.C., 1608 Walnut Street, Ste. 900, Philadelphia, PA 19103, atty.

**FRENCH**, Helen, late of Uwchlan Township. Terry Roberts, care of DENNIS C. MC ANDREWS, Esquire, 30 Cassatt Avenue, Berwyn, PA 19312, Executrix. DENNIS C. MC ANDREWS, Esquire, McAndrews Law Offices, P.C., 30 Cassatt Avenue, Berwyn, PA 19312, atty.

**GIVEN**, Jeanne R., late of Borough of Honey Brook. Holly Kohl, 150 South Pool Forge Road, Narvon, PA 17555-9526, Executrix. KENNETH H. HOWARD, Esquire, Appel & Yost, LLP, 33 North Duke Street, Lancaster, PA 17602, atty.

**HALLMAN**, Grover C., late of West Brandywine Township. Thelma D. Hallman, care of ROBERT S. SUPPLEE, Esquire, 329 South High Street, West Chester, PA 19382-3336, Executor. ROBERT S. SUPPLEE, Esquire, Robert S. Supplee, P.C., 329 South High Street, West Chester, PA 19382-3336, atty.

**HARLOW**, George R., III, a/k/a George Richardson Harlow, III, late of Tredyffrin Township. Jean S. Harlow, care of CATHERINE SUE CLARK, Esquire, 313 N. Fairfield Road, Devon, PA 19333, Executrix. CATHERINE SUE CLARK, Esquire, 313 N. Fairfield Road, Devon, PA 19333, atty.

**HERVEY**, Joyce E., a/k/a Joyce Hervey, late of Wallace Township. Frederick J.K. Hervey, 311 Paul Circle, Downingtown, PA 19335, Executor. DONALD F. KOHLER, JR., Esquire, 27 South Darlington Street, West Chester, PA 19382, atty.

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**CROSSAN**, Lorraine M., late of Penn Township. Stephen D. Crossan, 117 Murray Avenue, West Grove, PA 19390 and Donna Lynn Crossan, P.O. Box 24, Landenberg, PA 19350, Executors. WILLIAM J. GALLAGHER, Esquire, MacElree Harvey Ltd., 211 E. State Street, Kennett Square, PA 19348, atty.

**ELIAS**, Norma, a/k/a Norma I. Elias, late of East Pikeland Township. Jonathan P. Elias, 525 N. Hanover Street, Carlisle, PA 17013 and Deborah Elias-Smith, 135 Trotters Road, Phoenixville, PA 19460, Executors. LINDA M. ANDERSON, Esquire, Anderson Elder Law, 206 Old State Road, Media, PA 19063, atty.

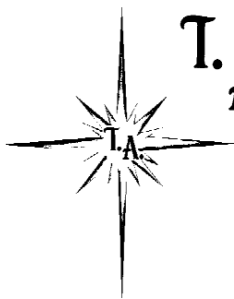
**GREENE**, John F., late of East Fallowfield. Lori Anderson-Greene, 204 John Stevens Drive, East Fallowfield, PA 19320, Administratrix. JAMES J. RUGGIERO, JR., Esquire, Ruggiero Law Offices LLC, 16 Industrial Boulevard - Suite 211, Paoli, PA 19301, atty.

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**FARR**, Rose Anna, late of Malvern. Alfred H. Farr, Jr., 251 Park Lane, King of Prussia, PA 19406, Executor. **JENNIFER S. DORAN**, Esquire, Pizonka, Reilley, Bello & McGrory, P.C., 144 East DeKalb Pike, Suite 300, King of Prussia, PA 19406, atty.

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**HARRIS**, Doris L., a/k/a Doris Lorraine Harris, late of Tredyffrin Township. John R. Harris, 720 Hobbs Road, Wayne, PA 19087, Executor. **BRETT B. WEINSTEIN**, Esquire, 705 W. Dekalb Pike, King of Prussia, PA 19406, atty.

**JONES**, Bertha M., late of West Chester. Walter J. Jones, Jr., care of **MARY WADE MYERS**, Esquire, 18 W. Market Street, West Chester, PA 19382, Executor. **MARY WADE MYERS**, Esquire, 18 W. Market Street, West Chester, PA 19382, atty.

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Probationary Licenses  
Medical Recall of Licenses  
Nunc Pro Tunc Appeals**

**\*Referral fees paid when permitted by the Rules of Professional Conduct. Fax and email available to referring attorneys.**



**KELSO**, David S., late of Willistown Township. Deborah J. Winegar, Thomas O. Melvin and Thomas F. Delaney, care of THOMAS F. DELANEY, Esquire, Westtown Business Center, 1528 McDaniel Drive, West Chester, PA 19380, Executors. THOMAS F. DELANEY, Esquire, Delaney & Scott, P.C., Westtown Business Center, 1528 McDaniel Drive, West Chester, PA 19380, atty.

**KINNEY**, Isabell M., late of East Goshen Township. William M. Kinney, Jr., Carol Ann Hatten, Joyce K. Cassell, c/o William M. Kinney, Jr., 15 Wyncroft Drive, Media, PA 19063, Executors.

**KNAUER**, David J., a/k/a David John Knauer, II, late of Westtown Township. Christopher J. Knauer and James Lennon, care of ROBERT SHAFFER, Esquire, 6 Ponds Edge Drive, Suite 1, Chadds Ford, PA 19317, Executors. ROBERT SHAFFER, Esquire, Lyons, Dougherty, LLC, 6 Ponds Edge Drive, Suite 1, Chadds Ford, PA 19317, atty.

**LOEPER**, Jean, late of West Chester. NEIL W. HEAD, Esquire, 218 West Miner Street, West Chester, PA 19382, Executor. NEIL W. HEAD, Esquire, Klein, Head & Head, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

**MCCALL**, Lisa M., late of Tredyffrin Township. Robin L. Feeko and Stephen J. McCall, care of REARDON & ASSOCIATES, LLC, Esquires, 985 Old Eagle School Road, Suite 516, Wayne, PA 19087, Executors. REARDON & ASSOCIATES, LLC, 985 Old Eagle School Road, Suite 516, Wayne, PA 19087, attys.

**MCNEAR**, Mary Elizabeth, late of Caln Township. Shane McNear, 806 Forest Lane, Malvern, PA 19355, Administrator. JAMES J. RUGGIERO, JR., Esquire, Ruggiero Law Offices, LLC, 16 Industrial Blvd., Suite 211, Paoli, PA 19301, atty.

**MONTAIGNE**, Gerald, Jr., late of Pennsbury Township. Gerald Montaigne, III and L. Peter Temple, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executors. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**REDDICK**, Andrew D., late of Exton. Jennifer B. Reddick, Andrea J. Bishop and Dana R. Nicholson, care of DAVID M. FREES, III, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executors. DAVID M. FREES, III, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

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#### NONPROFIT CORPORATION

NOTICE IS HEREBY GIVEN THAT Articles of Incorporation were filed with the Department of State for UNIONVILLE MUSIC PARENTS' ASSOCIATION, a nonprofit corporation organized under the Pennsylvania Nonprofit Corporation Law of 1988, exclusively for charitable purposes.

FOX ROTHSCHILD LLP, Solicitors  
747 Constitution Drive, Suite 100  
P.O. Box 673  
Exton, PA 19341-0673

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### CLASSIFIED ADS SECTION

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Classified Ads for the Chester County Law Reporter ONLY \$.16 per space/character

**1<sup>st</sup> Publication**

**NOTICE OF WRIT OF SCIRE FACIAS SUR MUNICIPAL CLAIM  
IN THE COURT OF COMMON PLEAS OF CHESTER COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW**

SADSBURY TOWNSHIP	:	NO. 2008-05600-LN
	:	
vs.	:	CIVIL ACTION - LAW
	:	
DONNA BOLIVAR	:	

**NOTICE**

To Donna Bolivar:

You are hereby notified that on November 4, 2010 Plaintiff, Sadsbury Township, filed a Praecipe for Writ of Scire Facias Sur Municipal Claim and the Prothonotary of the Court of Common Pleas of Chester County issued said Writ on said Claim against the property located at 808 Timber Drive, Sadsbury Township, Chester County Pennsylvania, as more particularly described as tax parcel no. 37-4-183, owned or reputed to be owned by you.

You are hereby notified to file your Affidavit of Defense to said Claim, on or before twenty (20) days from the date of this publication. If no Affidavit of Defense be filed within said time, judgment may be entered against you for the whole Claim, and the property described in the Claim be sold to recover the amount thereof. 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 INFORM YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CHESTER COUNTY BAR ASSOCIATION  
Lawyer Referral Service  
15 West Gay Street, 2<sup>nd</sup> Floor  
West Chester, PA 19380  
(610) 429-1500

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**NOTICE OF WRIT OF SCIRE FACIAS SUR MUNICIPAL CLAIM  
IN THE COURT OF COMMON PLEAS OF CHESTER COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW**

SADSBURY TOWNSHIP

NO. 2007-08810-LN

vs.

:  
: CIVIL ACTION - LAW

CHRISTOPHER J. PRIMUS

:  
:**NOTICE**

To Christopher J. Primus:

You are hereby notified that on November 4, 2010 Plaintiff, Sadsbury Township, filed a Praecipe for Writ of Scire Facias Sur Municipal Claim and the Prothonotary of the Court of Common Pleas of Chester County issued said Writ on said Claim against the property located at 3014 Lincoln Highway, Sadsbury Township, Chester County Pennsylvania, as more particularly described as tax parcel no. 37-4-19.1, owned or reputed to be owned by you.

You are hereby notified to file your Affidavit of Defense to said Claim, on or before twenty (20) days from the date of this publication. If no Affidavit of Defense be filed within said time, judgment may be entered against you for the whole Claim, and the property described in the Claim be sold to recover the amount thereof. 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 INFORM YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**CHESTER COUNTY BAR ASSOCIATION**

Lawyer Referral Service  
15 West Gay Street, 2<sup>nd</sup> Floor  
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## ATTORNEY DISCIPLINARY/ETHICS MATTERS

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**NOTICE OF ACTION IN MORTGAGE FORECLOSURE  
IN THE COURT OF COMMON PLEAS OF CHESTER COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

SOVEREIGN BANK  
Vs.

COURT OF COMMON PLEAS

CIVIL DIVISION

UNKNOWN HEIRS, SUCCESSORS, ASSIGNS,  
AND ALL PERSONS, FIRMS, OR ASSOCIATIONS  
CLAIMING RIGHT, TITLE OR INTEREST FROM  
OR UNDER RICHARD HENKELS, DECEASED

CHESTER COUNTY

NO. 11-04299

**NOTICE**

TO UNKNOWN HEIRS, SUCCESSORS, ASSIGNS, AND ALL PERSONS, FIRMS, OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER RICHARD HENKELS, DECEASED:

You are hereby notified that on APRIL 19, 2011, Plaintiff, SOVEREIGN BANK, filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of CHESTER County Pennsylvania, docketed to No. 11-04299. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 220 OLD FORGE CROSSING, DEVON, PA 19333-1122 whereupon your property would be sold by the Sheriff of CHESTER County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

**NOTICE**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing 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.

CHESTER COUNTY  
LAWYER REFERRAL SERVICE  
CHESTER COUNTY BAR ASSOCIATION  
15 W. GAY STREET  
WEST CHESTER, PA 19380  
(610) 429-1500

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THE BAR ASSOCIATIONS OF  
BUCKS, CHESTER, DELAWARE AND MONTGOMERY COUNTIES  
AND THE INDEPENDENCE CHAPTER OF  
THE ASSOCIATION OF LEGAL ADMINISTRATORS  
PRESENT THEIR ANNUAL LUNCHEON SEMINARS  
FOR SUPPORT STAFF AND ATTORNEYS

12:00 – 2:00 PM

DATES / LOCATIONS

July 7	Montgomery Bar Association
July 25	Delaware County Bar Association
July 26	Bucks County Bar Association
July 27	Chester County Bar Association

PROGRAM **"TIPS n' TRICKS" – MICROSOFT WORD 2010**

Changes have occurred in Word since the 2003 version. Learn the latest version and where to find common features used on a daily basis. This 1-hour program will focus on the new and improved Quick Parts (to store commonly used phrases), the Navigation Pane (which allows quick navigation through long documents), Quick Style Sets (a new feature allowing frequently used formats to be easily saved), and the much improved Document Comparison. Learn how to customize Access Toolbars so that you have quick access to the features you use most frequently.

SPEAKER

Kathy Parker, President of PC Communications, has been in the computer training and consulting industry for nearly 30 years, focusing on law firm applications. She, and her partner, Kim Ennis, have a vast amount of experience in all facets of computer training, including document management systems, word processing conversions, spreadsheet software, presentation software, database products and other law firm software applications.

COST

\$25 each (includes lunch), Payable to **Independence Chapter, ALA** (Payable at Door)

REGISTER BY PHONE OR EMAIL (by one week before seminar)

Bucks County	Janet Molloy	215-345-9111 or <a href="mailto:jmolloy@sweetstevens.com">jmolloy@sweetstevens.com</a>
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**SHERIFF SALE OF REAL ESTATE**

BY VIRTUE OF THE WITHIN MENTIONED WRIT DIRECTED TO CAROLYN B. WELSH, SHERIFF WILL BE SOLD AT PUBLIC SALE, IN THE CHESTER COUNTY COURTHOUSE, HIGH AND MARKET STREETS, WEST CHESTER, PENNSYLVANIA, ANNOUNCED THURSDAY, THURSDAY, JULY 21, 2011 AT 11AM PREVAILING TIME THE HEREIN-DESCRIBED REAL ESTATE.

NOTICE IS GIVEN TO ALL PARTIES IN INTEREST AND CLAIMANTS THAT THE SHERIFF WILL FILE IN HER OFFICE LOCATED IN THE CHESTER COUNTY JUSTICE CENTER, SHERIFF'S DEPARTMENT, 201 WEST MARKET STREET, SUITE 1201, WEST CHESTER, PENNSYLVANIA A SCHEDULE OF DISTRIBUTION ON MONDAY, AUGUST 22, 2011. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED HERETO WITHIN TEN (10) DAYS THEREAFTER.

N.B.—TEN PERCENT (10%) OF THE PURCHASE MONEY MUST BE PAID AT THE TIME AND PLACE OF SALE. PAYMENT MUST BE MADE IN CASH, CERTIFIED CHECK, OR MONEY ORDER MADE PAYABLE TO THE PURCHASER OR SHERIFF OF CHESTER CO. AND THE BALANCE MADE PAYABLE TO SHERIFF OF CHESTER CO. THEREOF, WITHIN TWENTY-ONE (21) DAYS FROM THE DATE OF SALE.

**CAROLYN B. WELSH, SHERIFF**

**1st Publication**

**SALE NO. 11-7-455**

**Writ of Execution No. 10-14215**

**DEBT \$161,394.17**

ALL THAT CERTAIN lot or parcel of land with buildings and improvements thereon erected situate in the Borough of Downingtown, County of Chester, State of Pennsylvania, bounded and described according to an as-built Plan for S&S Development Co., Inc. of "Main Street Village" made by Edward B. Walsh & Associates, Inc., Downingtown, PA dated 7/18/2000, last revised 3/26/2002 as follows, to wit:

BEGINNING at an interior point, said point being a corner of Lot #118 (as shown on said Plan); thence from said point of beginning extending the 6 following courses and distances: 1) north 74 degrees 06 minutes 00 seconds east 15.40 feet to a point, thence 2) south 15 degrees 54 minutes

00 seconds east 2.20 feet to a point, thence 3) north 74 degrees 06 minutes 00 seconds east 6.60 feet to a point, thence 4) south 15 degrees 54 minutes 00 seconds east 35.50 feet to a point, thence 5) south 74 degrees 06 minutes 00 seconds west 22.00 feet to a point, 6) north 15 degrees 54 minutes 00 seconds west 37.70 feet to the first mentioned point and place of beginning.

BEING Lot #119 on the above mentioned Plan.

BEING UPI #11-8-396.

AS described in mortgage book 5438

Page 426

BEING known as: 252 Roosevelt Avenue, Downingtown, PA 19335

PROPERTY ID No.: 11-08-0396

TITLE to said premises is vested in Susan J. Petrisko, unmarried, as sole owner by Deed from Main Street Village, Inc., a PA Corporation dated 10/08/2002 recorded 10/30/2002 in Deed Book 5438 Page 423.

PLAINTIFF: American Home Mortgage Servicing, Inc.

VS

DEFENDANT: **SUSAN J. PETRISKO**

SALE ADDRESS: 252 Roosevelt Avenue, Downingtown, Pa. 19335

PLAINTIFF ATTORNEY: **ALAN M. MINATO, 856-669-5400**

**SALE NO. 11-7-456**

**Writ of Execution No. 10-14117**

**DEBT \$216,188.77**

ALL THAT CERTAIN lot of land, situated on the west side of Park Avenue (formerly Race Street) being Lot #56 South View Development in the Borough Kennett Square, County of Chester and the State of Pennsylvania being bounded and described according to a survey made by George E. Regester, Jr., Registered Surveyor, as follows;

BEGINNING at a stake in the west street line of Park Avenue (formerly Race Street) as the same is now laid out 47 feet wide, and said point of beginning being south 02 degrees 06 minutes west 175 feet from an iron pin set in the south street line of Chestnut Street, 50 feet wide, measured, along the west street line of Park Avenue; thence along the west street line of Park Avenue, south 02 degrees 06 minutes west 55 feet to a stake; a corner of Lot #55, thence along Lot 55 north 88 degrees 45 minutes west 137.98 feet to a stake in a line of land of Kennett Consolidated School; thence along land of said school, north 06

degrees 09 minutes west 58.48 feet to a stake, a corner of Lot #57, thence along Lot #57 south 88 degrees 45 minutes east 145.84 feet to the first mentioned point and place of beginning.

CONTAINING 7806.3 square feet of land, be the same more or less

PARCEL No.: 3-5-190

BEING known as: 818 Park Avenue, Kennett Square, PA 19348.

BEING the same premises which John B. Morton, by Deed dated March 30, 2007 and recorded June 13, 2007 in and for Chester County, Pennsylvania, in Deed Book Volume 7184, Page 1666, granted and conveyed unto Clarence Stevens, sole owner.

PLAINTIFF: US Bank National Association, as Trustee for CMLTI-2007-WFHE3

VS

DEFENDANT: **CLARENCE STEVENS**

SALE ADDRESS: 818 Park Avenue, Kennett Square, Pa. 19348

PLAINTIFF ATTORNEY: **SCOTT A. DIETTERICK, 908-233-8500**

**SALE NO. 11-7-457**

**Writ of Execution No. 07-02551**

**DEBT \$346,375.91**

ALL THAT CERTAIN message and tract of land in Honey Brook Township, Chester County, State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone in a public road, thence along the same by David White's land and others, south 14.5 degrees east 36 perches to a stone; thence by the white school house lot, south 67.5 degrees west, 7 perches to a stone and south 14.5 degrees east to a stone in public road; thence along the same south 67.5 degrees west, 22.3 perches to a stone; thence by JNO. Graham's land, north 14.25 degrees west, 47.5 perches to a stone and north 67 degrees east, 29 perches to place of beginning.

TAX Parcel #22-04-0051

PROPERTY address: 913 White School Road, Honey Brook, PA 19344

IMPROVEMENTS: a residential dwelling.

SOLD as the property of: Marjorie A. Sly and Kenneth W. Sly

BY Deed from: Melissa Miller, unmarried

DATED: 09/20/2006 and recorded: 02/15/2007

BOOK: 7083

PAGE: 1631

PLAINTIFF: JPMorgan Chase Bank, National Association, as Purchaser of the Loans and Other Assets of Washington Mutual Bank, F/K/A Washington Mutual Bank, FA

VS

DEFENDANT: **MARJORIE A. SLY and KENNETH W. SLY**

SALE ADDRESS: 913 White School Road, Honey Brook, Pa. 19344

PLAINTIFF ATTORNEY: **MICHAEL McKEEVER, 215-627-1322**

**SALE NO. 11-7-459**

**Writ of Execution No. 10-14506**

**DEBT \$173,455.17**

ALL THOSE 3 certain lots or tracts of land situate in Sadsbury Township, County of Chester, Commonwealth of Pennsylvania bounded and described as follows:

TRACT No. 1

BEGINNING at a stone, a corner of land of Hayes Hope and Dr. T.A. Taylor and thence by Taylor's land, north 71 degrees 8 minutes east 437.25 feet to a stake; thence by lands of James Johnson, such 17 degrees 1 minute east 330.37 feet to a stake in a 24 feet wide street; thence along said street or private road, south 68 degrees 42 minutes west 161.66 feet to a stake and south 77 degrees 5 minutes west about 569.1 feet to a stake; thence by lands of Helen M. Smith north 18 degrees 33 minutes west 82.12 feet to a stake; thence by lands of Hayes Hope, north 73 degrees 7 minutes east about 279.22 feet to a stake; thence by same north 17 degrees 1 minute west about 195.75 feet to the place of beginning.

CONTAINING by estimation, four and seventy for thousandths acres, be the same more or less.

TRACT No. 2

BEGINNING at a stake in the north line of Pennsylvania Railroad Company's right of way and on the south side of a private road running westward from the property herein conveyed and along the north line of said Railroad's right of way and extending thence by land of Walter J. Harvey north 10 degrees west 365.82 feet to a stone in the line of Thomas A. Taylor's land; thence along the line of land of Taylor's land north 78 degrees 11 minutes east 358.15 feet to a stone in line of land now or late of R. Hayes Hope; thence along said last mentioned land south 1 degree and 11 minutes west 403.4 feet to a stone in line of the Pennsylvania Railroad Company's right of way aforesaid; thence along the line of said Railroad



Company's right of way south 83 degrees 13 minutes west 281.2 feet to the place of beginning.

CONTAINING 2 acres and seven hundred and sixty two one thousandths of an acre of land.

**TRACT No. 3**

ALL THAT CERTAIN strip or parcel of land, situate in Sadsbury Township, Chester County, Commonwealth of Pennsylvania, being and comprising a 24 feet wide private road easement and described according to a survey of land belonging to Jonathan & Diane M. Bermon bounded and described according to a survey made by Roland A. Dunlap, Registered Surveyor, Honey Brook PA dated October 24, 2001, as more fully described as follows, to wit:

BEGINNING at a point on the title line in bed of Stove Pipe Hill Road, which point of beginning is common to this point and the northwesterly railroad right of way line of The National Railroad Passenger Corporation (90.6 feet wide); thence extending from said point of beginning, north 45 degrees 21 minutes 31 seconds west along the title line in bed of Stove Pipe Hill Road 24.10 feet to a point a corner of land now or late of Linda Lou Hilton; thence extending along the same north 76 degrees 17 minutes 04 seconds east crossing the northeasterly side of Stove Pipe Hill Road 241.98 feet to a point in line of Tract #1 as shown on said Plan; thence extending along the same the 3 following courses and distances: (1) south 18 degrees 43 minutes 21 seconds east 6.12 feet to a point; (2) north 76 degrees 17 minutes 04 seconds east 569.10 feet to a point and (3) north 72 degrees 11 minutes 28 seconds east 134.21 feet to a point in line of Tract #2 shown on said Plan; thence extending along same south 16 degrees 22 seconds east 24.02 feet to a point on the said northwesterly railroad right of way line of The National Railroad Passenger Corporation; thence extending along the same south 76 degrees 17 minutes 04 seconds west recrossing the northeasterly side of Stove Pipe Hill Road 933.87 feet to the first mentioned point and place of beginning.

**TRACT NOS. 1 and 2:**

BEING Chester County Tax Parcel 37-4-63.

**TRACT NO. 3**

BEING the same premises which Chester County Court of Common Pleas awarded fee simple to Jonathan Bermon and Diane M. Bermon pursuant to an Order dated July 14, 2004, entered as a judgment on August 18, 2004, and a certified copy thereof recorded in Chester County in Deed Book 6261 page 277.

BEING KNOWN AS: 48 Stone Pipe

Hill Road, Pomeroy, PA 19367

PROPERTY ID NO.: 37-4-63

TITLE TO SAID PREMISES is vested in Keith Walker by Deed from Jonathan Bermon and Diane M. Bermon dated 12/10/2004 recorded 01/04/2005 in Deed Book 6379 Page 2282.

PLAINTIFF: Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2005-2, Asset-Backed Certificates, Series 2005-2

VS

DEFENDANT: **KEITH WALKER**

SALE ADDRESS: 48 Stone Pipe Hill Road, Pomeroy, Pa. 19367

PLAINTIFF ATTORNEY: **CHANDRA M. ARKEMA, 856-669-5400**

**SALE NO. 11-7-460**

**Writ of Execution No. 09-13991**

**DEBT \$324,595.96**

**REMISES "A"**

ALL THAT CERTAIN lot or tract of land, with the buildings and improvements thereon erected, hereditaments and appurtenances, situate in the Township of West Brandywine, County of Chester and State of Pennsylvania, described according to a Plan of Lots known as "Dogwood Dell" made by George E. Register, Jr. and Sons, Inc., Registered Land Surveyors, Kennett Square, PA, dated February 14, 1973 and last revised June 25, 1973, as follows, to wit:

BEGINNING at a spike formed by the intersection of the northeasterly side of Dogwood Dell Drive (extended) (50 feet wide) with the title line in the bed of Manor Road (Pennsylvania Route 82) (as shown on said Plan) extending from said beginning point along lands now or late of Harold W. Kuchler, south 88 degrees 19 minutes 10 seconds east, 305.70 feet to a point; thence extending south 2 degrees 8 minutes 22 seconds east 71.82 feet to a point; thence extending south 44 degrees 32 minutes 57 seconds west 411.14 feet to a point on the northeasterly side of Dogwood Dell Drive, aforesaid; thence extending along the northeasterly, easterly and southeasterly sides of Dogwood Dell Drive, the four following courses and distances: (1) on the arc of a circle curving to the right having a radius of 125 feet, the arc distance of 63.27 feet to a point of tangent; (2) north 11 degrees east, 155.30 feet to a point of curve; (3) on the arc of circle curving to the left having a radius of 180.38 feet, the arc distance of 15.94 feet to a point of tangent and (4) north 38 degrees 51 minutes 00 seconds west, 14.43 feet to the first mentioned point and place of beginning.

CONTAINING 1.377 acres of land be



the same more or less.

EXCEPTING thereout and therefrom

ALL THAT CERTAIN parcel of land with the hereditaments and appurtenances, situate in the Township of West Brandywine, County of Chester and State of Pennsylvania, bounded and described to a Final Subdivision Plan of "Dogwood Dell" made by George E. Regester, Jr. and Sons, Inc. Registered Land Surveyors, Kennett Square, PA dated February 14, 1973 and last revised July 12, 1974 as follows, to wit:

BEGINNING at an iron pin marking a corner of this about to be described tract, a corner of Lot "C" to be conveyed to Henry P. Huey, Jr., the northwesterly corner of Lot No. 3 owned by Joseph Simone and set in line of land of Harold W. Kuchler; thence leaving said iron pin of beginning and by said land of Lot "C" south 2 degrees 8 minutes 22 seconds east, 71.82 feet to a point marking a corner of this and a corner of Lot No. 2 on said Plan owned by Henry P. Huey, Jr., grantee herein; thence by said land of Lot No. 2, south 44 degrees 32 minutes 57 seconds west, 143.90 feet to an iron pin marking a corner of this, a corner of Lot "A" to be conveyed to Walter F. Griffith, Jr. and a corner of Lot No. 1 owned by Walter F. Griffith, Jr., grantor herein; thence by said land of Lot No. 1 the following two courses and distances to wit: (1) north 31 degrees 14 minutes 45 seconds east, 100 feet to a point and (2) north 22 degrees 29 minutes 42 seconds east, 96.44 feet to a point marking a corner of this and set in line of said land of Harold W. Kuchler; thence by said land. South 88 degrees 19 minutes 10 seconds east, 9.50 feet to an iron pin being the first mentioned point and place of beginning.

CONTAINING 3,867 square feet of land be the same more or less.

PREMISES "B"

ALL THAT CERTAIN parcel of land, with the hereditaments and appurtenances, situate in the Township of West Brandywine, County of Chester and State of Pennsylvania, bounded and described according to a Final Subdivision Plot Plan of "Dogwood Dell" made by George E. Regester, Jr., & Sons, Inc. Registered Land Surveyors, Kennett Square, PA, dated February 14, 1973 and last revised July 12, 1974, as follows, to wit:

BEGINNING at an iron pin set on the northeasterly side of "Dogwood Dell Drive" (50 feet wide) said iron pin marking the southeasterly corner of this about to be described tract and the southwesterly corner of Lot No. 2 on said plan owned by Henry P. Huey, Jr.; thence leaving said iron pin of beginning and by said northeasterly

side of "Dogwood Dell Drive" by a line curving to the right having a radius 125 feet and an arc length of 49.18 feet to a point marking a corner of this and the southwesterly corner of Lot No. 1 on said Plan owned by Walter F. Griffith, Jr., grantee herein; thence by said land of Lot No. 1, north 44 degrees 32 minutes 57 seconds east, 267.24 feet to a point marking a corner of this, a corner of Lot "B" to be conveyed to Henry P. Huey, Jr. and a corner of Lot No. 2 owned by Henry P. Huey, Jr., grantor herein; thence by said land of Lot No. 2 south 35 degrees 3 minutes 45 seconds west, 284.75 feet to an iron pin being the first mentioned point and place of beginning.

CONTAINING 6,349 square feet of land be the same more or less.

BEING UPI No. 29-7-136

TAX Parcel #29-7-136

PROPERTY address: 3 Dogwood Dell Drive, Coatesville, PA 19320

IMPROVEMENTS: a residential dwelling.

SOLD as the property of: Suzanne Renee Norman and John F. Watson

BY Deed from: Almar Group, LLC

DATED: 04/30/2007 and recorded: 05/04/2007

BOOK: 7151

PAGE: 199

PLAINTIFF: Citimortgage Inc.

VS

DEFENDANT: **SUZANNE RENEE NORMAN and JOHN F. WATSON**

SALE ADDRESS: 3 Dogwood Dell Drive, Coatesville, Pa. 19320

PLAINTIFF ATTORNEY: **MICHAEL McKEEVER, 215-627-1322**

**SALE NO. 11-7-461**

**Writ of Execution No. 09-11444**

**DEBT \$246,033.23**

ALL THAT CERTAIN lot or parcel of ground with the buildings and improvements erected thereon, situate in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, as shown on an As-Built Plan, prepared by Howard W. Doran, Registered Land Surveyor, Newton Square, Pennsylvania, dated September 25, 1979 and last revised February 22, 1980 being bounded and described as follows:

BEGINNING at an interior point, said point being measured by the 2 following courses and distances from a point situate in the title line of Westtown Road, said last mentioned point being a corner dividing lands now or late of C. Brown and the herein described; (1) along said line of lands

now or late of Brown, McLori, Webber and Caldwell, south 23 degrees 37 minutes east 573.75 feet to a point; and (2) south 66 degrees 23 minutes west 82.15 feet to a point; thence from said point of beginning, south 67 degrees 01 minutes 00 seconds west 34.04 feet to a point; thence passing through a party wall, north 22 degrees 59 minutes west, 55.24 feet to a point; thence north 67 degrees 01 minutes 00 seconds east 20 feet to a point; thence south 63 degrees 49 minutes 20 seconds east 21.47 feet to a point; thence 22 degrees 59 minutes east 39 feet to a point and place of beginning.

BEING known as C-5 on the above mentioned survey.

CONTAINING an area of 1,766 square feet be the same more or less.

TOGETHER with the free and common use, right, liberty, and privilege of ingress, egress, and regress over all streets, lands, and pathways now constructed or to be later constructed on ground of the grantor, herein at all times hereafter forever.

TOGETHER with a perpetual easement for parking in areas to be constructed. Reserving unto the grantee herein the right to amend this easement and designate a parking area for the use of grantees, their heirs, and assigns.

TITLE to said premises is vested in Amanda D'Amica by Deed from Janet Y. Dotson a/k/a Janet Y. Boyce dated July 12, 2002 and recorded July 17, 2002 in Deed Book 5331, Page 337 Instrument #10105630.

PREMISES being known as: 505 Westtown Circle, West Chester, Pennsylvania 19382.

TAX I.D. #: 53-6F-125

PLAINTIFF: U.S. Bank National Association, as Trustee for J.P. Morgan Mortgage Acquisition Trust 2006-CH1, Asset Backed Pass-Through Certificates, Series 2006-CH1

VS

DEFENDANT: **AMANDA D'AMICO**  
SALE ADDRESS: 505 Westtown Circle, West Chester, Pa. 19382

PLAINTIFF ATTORNEY: **EDWARD D. CONWAY, 215-790-1010**

**SALE NO. 11-7-462**

**Writ of Execution No. 11-00110**

**DEBT \$447,524.55**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in East Bradford Township Chester County, Pennsylvania, bounded and described according to a title and drainage plan of

Sunset Hollow south made by Henry S. Conrey Inc., Division of Chester Valley Engineers, Paoli, PA, dated 7/17/1976, last revised 2/7/1977 and recorded on 4/4/1977, as Plan #959, as follows, to wit:

BEGINNING at a point on the northeasterly side of Greene Countrie Drive (50 feet wide), which point is measured along the arc of a circle curving to the right having a radius of 25 feet, the arc distance of 42.30 feet from a point on the westerly side of Mimosa Tree Lane (50 feet wide); thence along the said northeasterly side of Greene Countrie Drive, the 4 following courses and distances: (1) north 58 degrees 22 minutes 20 seconds west, 96.79 feet to a point of curve; (2) along the arc of a circle curving to the right having a radius of 375.00 feet, the arc distance of 215.34 feet to a point of tangent; (3) north, 52 degrees 28 minutes 16 seconds west, 50.00 feet to a point of curve and (4) along the arc of a circle curving to the left having a radius of 775.00 feet, the arc distance of 51.24 feet to a point, a corner of Lot #2; thence along Lot #2, north 64 degrees 22 minutes 57 seconds east, 276.88 feet to a point on the westerly side of Mimosa Tree Lane; thence along the same, the 2 following courses and distances: (1) south 25 degrees 37 minutes 03 seconds east, 122.86 feet to a point of curve and (2) along the arc of a circle curving to the right having a radius of 350.00 feet, the arc distance of 307.30 feet to a point of compound curve; thence leaving the westerly side of Mimosa Tree Lane, along the arc of a circle curving to the right having a radius of 25 feet, the arc distance of 42.30 feet to a point on the northeasterly side of Greene Countrie Drive, being the first mentioned point and place of beginning.

TAX Parcel #51-03-0040

PROPERTY address: 911 Greene Countrie Drive, West Chester, PA 19380

IMPROVEMENTS: A residential dwelling.

SOLD as the property of: James H. Pearson and Lisa H. Pearson

BY Deed from: William L. Tenaglia and Aida C. Tenaglia

DATED and recorded: 10/27/1999

BOOK: 4658, PAGE: 757

PLAINTIFF: Deutsche Bank Trust Company Americas as Trustee

VS

DEFENDANT: **JAMES H. PEARSON and LISA H. PEARSON**

SALE ADDRESS: 911 Greene Countrie Drive, West Chester, Pa. 19380

PLAINTIFF ATTORNEY: **MICHAEL McKEEVER, 215-627-1322**

**SALE NO. 11-7-463**  
**Writ of Execution No. 10-06878**  
**DEBT \$137,327.34**

ALL THAT CERTAIN tract or parcel of land, situate in South Coventry Township, County of Chester, Commonwealth of Pennsylvania bounded, dscribed in accordance with a survey as made by George F. Shaner, Registered Engineer, as follows, to wit on the twenty-third of July A.D., 1958; beginning at an iron pin a corner on line of the southerly property line of Joseph A. McKlus, said point being distant along the same and the southerly property line lands of Raymond Polkinhorn from a corner in the middle of Coventryville Road, (a township road thirty-three feet wide), the following course and distance to wit-south eighty four degrees, thirty-five minutes east five hundred eleven and forty-three one hundredths feet to joint corner lands of Raymond Polkinhorn and Joseph A. Micklus; thence along the southerly side of the later lands north eighty eight degrees, fifty five and one-half minutes east thirty one and five hundredths feet to the aforesaid point of beginning; thence from the same the following (4) courses and distances to wit 1) north eighty eight degrees, fifty five and one half minutes east one hundred fifty four and thirty nine one hundredths feet; a corner of lands Chester Ayre; thence 2) south degrees, fifty one and one half minutes west three hundred and twenty one hundredths feet to an iron pin, a corner and thence 4) continuing along said lands north five degrees, twenty five minutes east two hundred eighty two and sixty five one hundredths feet to the place of beginning and no perches of land and that said southerly terminus of the third 3) courses being distant from point marking the joint corner of lands of Paul E. Looms and Isaac R. Webster in the middle of the state highway Route #23 the following five 5) courses and distances to wit:- north thirty four degrees, thirty eight minutes east two hundred wight eight feet and (2) north twenty four degrees, fifty three minutes east one hundred sixty eight feet (3) north seventy four degrees, forty seven minutes east one hundred fifteen feet (4) north seventy four degrees, forty eight minutes west two hundred eighty and twelve one hundredths feet and (5) north nineteen degrees, fifty one minutes fifty six seconds east two hundred twelve and eight four one hundredths feet to the place of beginning of the southeasterly corner of the above described tract of land.

TAX Parcel #20-4-19.1

PROPERTY address: 1425 Old Ridge

Road, Pottstown, PA 19465

IMPROVEMENTS: A residential dwelling.

SOLD as the property of: Peter Davis  
 BY Deed from: James L. Crothers, as  
 Executor of the Estate of James C. Crothers

DATED: 10/21/2003 and recorded:  
 10/22/2003

BOOK: 6947

PAGE: 2123

PLAINTIFF: Deutsche Bank Trust  
 Company Americas as Trustee for Novastar  
 Mortgage Funding Trust, Series 2006-4

VS

DEFENDANT: **PETER DAVIS**

SALE ADDRESS: 1425 Old Ridge  
 Road, Pottstown, Pa. 19465

PLAINTIFF ATTORNEY: **MICHAEL  
 McKEEVER, 215-627-1322**

**SALE NO. 11-7-464**  
**Writ of Execution No. 10-14430**  
**DEBT \$330,042.34**

ALL THAT CERTAIN lot or piece of ground situate in the Township of London Grove, County of Chester, State of Pennsylvania, bounded and described according to a final major subdivision plan for London Croft, formerly Webb Subdivision, dated 4/22/2002, last revised 6/18/2002 and recorded in Chester County as Plan #16324, as follows, to wit; beginning at a point on the westerly side of Lakenheath Court a corner of Lot 45 on said Plan, thence extending along Lakenheath Court the two following courses and distances, (1) south 00 degrees 44 minutes 10 seconds west 27.59 feet to a point of curve, and (2) on the arc of a circle curving to the left having a radius of 60.00 feet the arc distance of 46.63 feet to a point a corner of open space thence extending along same the three following courses and distances, (1) south 46 degrees 44 minutes 58 seconds west 66.47 feet to a point, (2) north 78 degrees 52 minutes 52 seconds west 90.33 feet to a point, and (3) north 00 degrees 44 minutes 10 seconds east 99.77 feet to a point a corner of Lot 45, thence extending along same, south 89 degrees 15 minutes 50 seconds east 120.00 feet to the first mentioned point and place of beginning. Containing 13.084 square feet or 0.300 acres more or less. Being Lot 46 on said Plan.

PARCEL No.: 59-9-1.34

BEING known as: 1011 Lakenheath  
 Court, Avondale, PA 19311-1363.

BEING the same premises which  
 Heritage London Croft, L.P., by Deed dated

November 19, 2004 and recorded December 8, 2004 in and for Chester County, Pennsylvania, in Deed Book Volume 6354, Page 1512, granted and conveyed unto Thomas Bianco and Kara Bianco, as tenants by the entirety.

PLAINTIFF: HSBC Bank USA, National Association, as Trustee for Nomura Asset Acceptance Corporation Mortgage Pass Through Certificates, Series 2005-AP1

VS

DEFENDANT: **THOMAS V. BIANCO and KARA M. BIANCO**

SALE ADDRESS: 1011 Lakenheath Court, Avondale, Pa. 19311-1363

PLAINTIFF ATTORNEY: **SCOTT A. DIETTERICK, 908-233-8500**

**SALE NO. 11-7-465**

**Writ of Execution No. 09-05490**

**DEBT \$151,857.76**

ALL THAT CERTAIN lot or piece of ground, situate in East Pikeland Township, County of Chester, Commonwealth of PA, as shown on Plan of Property of Earl S. Ash Estate, as follows, to wit:

BEGINNING at a point in the centerline of Ridge Road (Rte. No. 23, 33 feet wide) a corner of Tract No. 1; thence along the centerline of said road north 41 degrees 26 minutes west 20.50 feet to a corner of lands of One Miller; thence along the same crossing an iron pin on line, 30 feet distant, north 61 degrees 17 minutes east 263.03 feet to an iron pipe in line of lands now or late of One Minniah; thence along the same the two following courses and distances: (1) south 27 degrees 45 minutes east 247.20 feet to an iron pin; (2) north 58 degrees 27 minutes east 21.65 feet to an iron pipe, a corner of lands late of Earl S. Ash; thence along the same the two following courses and distances, (1) south 33 degrees 48 minutes east 75.09 feet to an iron pipe; (2) south 54 degrees 30 minutes west 105.21 feet to an iron pin, a corner of aforementioned Tract #1; thence along the same the five following courses and distances: (1) north 31 degrees 27 minutes west 166.39 feet; (2) south 89 degrees 13 minutes west 20.53 feet; (3) north 32 degrees 53 minutes west 52.32 feet; (4) thence passing through a shed, north 31 degrees 11 minutes west 85.47 feet to an iron pin; (5) south 61 degrees 17 minutes west 144.00 feet to the place of beginning, having crossed an iron pin on line, 25.45 feet from said place of beginning.

TITLE to said premises is vested in Joseph M Yosua, Kimberly A Yosua and Paul Smith, wife and husband, by Deed from Joseph M.

Yosua and Kimberly A Yosua nka Kimberly A Smith, and Paul Smith, wife and husband, dated February 6, 2008 and recorded March 10, 2008 in Deed Book 7382, Page 1301.

PREMISES being known as: 31 Ridge Road, Phoenixville, Pennsylvania 19460.

TAX I.D. #: 26-3A-21

PLAINTIFF: JPMC Specialty Mortgage LLC

VS

DEFENDANT: **JOSEPH M. YOSUA, KIMBERLY A. YOSUA nka KIMBERLY A. SMITH and PAUL SMITH**

SALE ADDRESS: 31 Ridge Road, Phoenixville, Pa. 19460

PLAINTIFF ATTORNEY: **TERRENCE J. McCABE, 215-790-1010**

**SALE NO. 11-7-466**

**Writ of Execution No. 10-00549**

**DEBT \$217,763.87**

ALL THAT CERTAIN lot or parcel of land with the buildings and improvements, hereditaments and appurtenances, situate in the Township of West Pikeland, County of Chester, and State of Pennsylvania, bounded and described according to a Site Plan for Twin Hills of Chester Springs by Bursich Associates, Inc. Consulting Engineers, Pottstown, Pennsylvania dated 6/17/1988, last revised 12/7/1988 and recorded 8/3/1989 as Plan No. 9559-9567 as follows, to wit:

BEGINNING at a point of tangent on the southwesterly side of Todd Lane (24 feet wide) said point being a corner of Lot 24 (as shown on said Plan); thence from said point of beginning extending along Todd Lane on a line curving to the left having a radius of 185.48 feet an arc distance of 51.27 feet to a point, said point being a corner of Open Space; thence leaving Todd Lane extending along said Open Space the 2 following courses and distances: (1) south 33 degrees 19 minutes 58 seconds west 150.76 feet to a point; thence (2) north 56 degrees 40 minutes 2 seconds west 50.00 feet to a point; said point being another corner of Lot 24 aforesaid; thence leaving said Open Space extending along Lot 24 and passing through a partition wall north 33 degrees 19 minutes 58 seconds east 140.20 feet to the first mentioned point and place of beginning.

CONTAINING 7,214 square feet of land more or less.

BEING Lot 23 Todd Lane (E) on the above mentioned Plan.

UNDER and subject to a 15 feet wide drainage, grading, utility and maintenance ease-

ment along front of premises, said easement extending along Todd Lane the entire width of said Lot.

UNDER and subject to the declaration of Restrictions, Covenants and Easements for Twin Hills at Chester Springs.

TITLE to said premises is vested in Melinda Schroeder by Deed from Elizabeth A. Pruitt dated October 8, 2003 and recorded October 30, 2003 in Deed Book 5959, Page 2272.

PREMISES being known as: 1607 Todd Lane, Chester Springs, Pennsylvania 19425.

TAX I.D. #: 34-3H-23

PLAINTIFF: Chase Home Finance, LLC

VS

DEFENDANT: **MELINDA SCHROEDER**

SALE ADDRESS: 1607 Todd Ln., Chester Springs, PA 19425

PLAINTIFF ATTORNEY: **EDWARD CONWAY, 215-790-1010**

**SALE NO. 11-7-467**

**Writ of Execution No. 09-15221**

**DEBT \$503,623.6**

**1**

ALL THAT CERTAIN lot or piece of ground, situate in the Township of East Coventry, County of Chester and Commonwealth of Pennsylvania bounded and described according to a Record Plan of Coventry Greene, prepared by Gilmore and Associates, Inc., Consulting Engineers and Land Surveyors, dated 7/27/2000, last revised 10/12/2001 and recorded in Chester County as Plan #16071 as follows, to wit:

BEGINNING at a point on the north-westerly side of Coventry Greene Lane, a corner of Lot #12 as shown on said Plan; thence from said point of beginning, along the said side of Coventry Greene Lane south 35 degrees 26 minutes 35 seconds west 150.00 feet to a corner of Lot #10; thence along Lot #10 north 54 degrees 33 minutes 25 seconds west 473.15 feet to a point; thence extending along Lot #10 and also lands of Donald H. Shaner north 35 degrees 26 minutes 35 seconds east 141.85 to a corner of Lot #12; thence along Lot #12 south 54 degrees 33 minutes 25 seconds east 473.15 feet to the first mentioned point and place of beginning.

BEING Lot #11 as shown on said Plan  
BEING UPI 18-4-103.2K

BEING part of the same premises which Elsie Carlier by Indenture bearing date 11/22/2000 and recorded 11/30/2000 in the Office of the Recorder of Deeds, in and for the County of

Chester in Record Book 4859 Page 734 etc., granted and conveyed unto Heritage-Coventry Greene, LP, in fee.

PLAINTIFF: Deutsche Bank National Trust Company

VS

DEFENDANT: **KRISTIE TRICE**

SALE ADDRESS: 9 Coventry Green Ln., Pottstown, PA 19465

PLAINTIFF ATTORNEY: **M. TROY FREEDMAN, 215-886-8790**

**SALE NO. 11-7-468**

**Writ of Execution No. 10-13644**

**DEBT \$368,653.88**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Township of Easttown, County of Chester and State of Pennsylvania, described according to a Survey thereof made by Alva L. Rogers, Civil Engineer, Ardmore, PA, dated January 12, 1957, as follows, to wit:

BEGINNING at a point on the southerly side of Conestoga Road, as shown on said Plan, which point is measured the two following courses and distances from the point formed by the intersection of the center line of said Conestoga Road with the center line of Woodside Avenue; (1) extending from said point of intersection in a westerly direction along the said center line of Conestoga Road, seven hundred forty and ninety-five one-hundredths feet to a point; and (2) south four degrees, twenty minutes east, thirty feet and thirteen one-hundredths of a foot to the point and place of beginning; thence extending from said beginning point south four degrees, twenty minutes east, two hundred seven and seventy-two one-hundredths feet to a point; thence extending south eighty-five degrees, forty-four minutes west, one hundred feet to a point; thence extending north four degrees, twenty minutes west, two hundred twenty and eighty-four one-hundredths feet to a point on the southerly side of Conestoga Road, aforesaid; thence extending along the same, the two following courses and distances: (1) south eighty degrees east, sixty-six and eighty-nine one-hundredths feet to a point; and (2) north eighty degrees, nineteen minutes east, thirty-five and thirty-four one-hundredths feet to the first mentioned point and place of beginning.

BEING the same premises which Francis D. Broderick and Virginia L. Broderick, h/w by Deed dated January 30, 1958 and recorded in Chester County in Deed Book X-29 Page 227

conveyed unto Charles M.W. Russell and Frances M. Russell, h/w, in fee.

BEING Chester County Parcel #55-2H-134

UNDER and subject to certain restrictions and covenants as now appear of record.

PLAINTIFF: Citimortgage, Inc

VS

DEFENDANT: **KAREN J. GROZIN-SKI**

SALE ADDRESS: 328 W. Conestoga Rd., Devon, PA 19333

PLAINTIFF ATTORNEY: **M. TROY FREEDMAN, 215-886-8790**

**SALE NO. 11-7-469**

**Writ of Execution No. 10-11547**

**DEBT \$134,978.85**

ALL THAT CERTAIN message and lot of land, with the hereditaments and appurtenances, thereon, situate in Paoli, in the Township of Tredyffrin, County of Chester and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin in the West Chester and Paoli Road opposite the middle of the division wall dividing the message erected on the herein described premises from that on the west, formerly of Josephine Dubosq, now one Brackbill; thence leaving the road aforesaid and passing through the middle of the said division wall and by land formerly of the said Josephine Dubosq now of said Brackbill, south 21 degrees, 48 minutes east, 130 feet to an iron pin; thence by other land of Walter R. Ferra, north 66 degrees, 57 minutes east, 30 feet; thence still by Farra's other land, north 21 degrees, 48 minutes west, 136.7 feet to the middle of the West Chester and Paoli Road aforesaid; thence along the same south 69 degrees, 20 minutes west, 30 feet to the first mentioned point and place of beginning.

CONTAINING four thousand one hundred twenty and one half square feet of land, more or less.

SAID premises known as and numbered 10 West Chester State Road.

BEING UPI #43-9L-233

BEING the same premises which Francis J. Chrupcala by Deed dated 12/5/2006 and recorded 12/19/2006 in Chester County in Record Book 7036 Page 833 conveyed unto Francis J. Chrupcala and Jada Mae Chrupcala, as joint tenants in common (with rights of survivorship).

PLAINTIFF: Deutsche Bank National Trust Co as Trustee

VS

DEFENDANT: **FRANK CHRUPCALA a/k/a FRANK J. CHRUPCALA & JADA CHRUPCALA a/k/a JADA MAE CHRUPCALA**

SALE ADDRESS: 10 State Rd., a/k/a, 10 West Chester Rd., Paoli, PA 19301

PLAINTIFF ATTORNEY: **CHRISTOPHER DeNARDO, 610-278-6800**

**SALE NO. 11-7-470**

**Writ of Execution No. 10-13408**

**DEBT \$254,382.92**

ALL THAT CERTAIN lot or piece of ground situate in Sadsbury Township, County of Chester, Commonwealth of Pennsylvania bounded and described according to a Plan for David J. Carr, Sr., made by Berger & Hayes, 11/27/00 revised 06/29/01 recorded in Chester County #15917, as follows to wit:

BEGINNING at a point in the southeast side of Julie Drive a corner of a Lot 3 on said Plan; thence from said point of beginning along Julie Drive the 2 following courses: (1) north 51 degrees 24 minutes east 77.48 feet to a point of curve; (2) on the arc of a circle curving to the right of a radius of 25.00 feet the arc distance of 39.27 feet to a point on the southwest side of Culvert Street; thence along same the 2 following courses and distances: (1) south 60 degrees 08 minutes 36 seconds east 55.53 feet to a point of curve; (2) on the arc of a circle curving to the right having a radius of 125.00 feet the arc distance of 37.18 feet to a point a corner of Lot 1; thence along Lot 1 south 39 degrees 44 minutes 56 seconds west 100.00 feet to a point a corner of Lot 3; thence along Lot 3 north 59 degrees 16 minutes 18 seconds west 100.00 feet to the first mentioned point and place of beginning.

BEING Lot 2

TAX ID #37-03-0023.0200

TAX Parcel #37-03-0023.020

PROPERTY address: 610 North Culvert Street, Parkesburg, PA 19365

IMPROVEMENTS: a residential dwelling.

SOLD as the property of: Renee A. Dennis and Edward P. Dennis

BY deed from: Gail L. Court

DATED: 04/27/2006 and recorded: 05/04/2006

BOOK: 6833

PAGE: 2065

PLAINTIFF: Citimortgage, Inc

VS



DEFENDANT: **RENEE A. & EDWARD P. DENNIS**

SALE ADDRESS: 610 N. Culvert St., Parkesburg, PA 19365

PLAINTIFF ATTORNEY: **MICHAEL McKEEVER, 215-627-1322**

**SALE NO. 11-7-471**

**Writ of Execution No. 09-08230**

**DEBT \$415,033.09**

BY virtue of a Writ of Execution No. 09-08230

OWNER(S) of property situate in New Garden Township, Chester County, Pennsylvania, being 118 Minikahda Circle a/k/a Lot 818, Avondale, PA 19311

UPI No. 60-4-265

IMPROVEMENTS thereon: residential dwelling

JUDGMENT amount: \$415,033.09

PLAINTIFF: US Bank National Association

VS

DEFENDANT: **KECIA S. BLACKSON, MICHELE & R. LAFENUS BILLUPS**

SALE ADDRESS: 118 Minikahda Circle a/k/a Lot 818, Avondale, PA 19311

PLAINTIFF ATTORNEY: **ALLISON WELLS, 215-563-7000**

**SALE NO. 11-7-472**

**Writ of Execution No. 11-01247**

**DEBT \$194,774.83**

ALL THAT CERTAIN lot or piece of ground, situate in the Township of West Whiteland, County of Chester and State of Pennsylvania, bounded and described according to a Map made for Exton Woods Partnership known as part of Phase III, as built plan, made by Yerkes Associates, Inc., dated 3/2/79 as follows, to wit:

BEGINNING at an interior point a corner No. 322 Bala Terrace West, said point being located the two following courses and distances from a point of curve on the southeast side of East Belvidere Circle: (1) south 68 degrees 21 minutes 10 seconds west 168.20 feet measured along the said side of East Belvidere Circle to a point and (2) south 39 degrees 02 minutes 36 seconds west 40.67 feet; thence extending from said point of beginning and along No. 322 Bala Terrace west, south 50 degrees 57 minutes 24 seconds east crossing the northwesterly side of a 20 feet wide easement; thence extending south 39 degrees 02 minutes 36 seconds west re-crossing the westerly side of the said easement 20.00 feet to a corner of No. 324 Bala Terrace West; thence extending

along the same north 50 degrees 57 minutes 24 seconds west 100.00 feet to a point; thence extending north 39 degrees 02 minutes 36 seconds east 20.00 feet to the first mentioned point and place of beginning.

BEING No. 323 Bala Terrace West, Building Group C, Unit 18.

CONTAINING 2,000.00 square feet.

TAX Parcel #41-5Q-183

MORE commonly known as: 323 Bala Terrace W, West Chester, PA 19380

PLAINTIFF: DJL Mortgage Capital, Inc

VS

DEFENDANT: **ANDREW L. & NICOLE L. POWELL**

SALE ADDRESS: 323 Bala Terrace W., West Chester, PA 19380

PLAINTIFF ATTORNEY: **MICHAEL McKEEVER, 215-627-1322**

**SALE NO. 11-7-473**

**Writ of Execution No. 10-00934**

**DEBT \$269,853.11**

BY virtue of a Writ of Execution No. 10-00934

OWNER(S) of property situate in the Township of Tredyffrin, Chester County, Pennsylvania, being 8 Rampart Drive, Chesterbrook, PA 19087-5842

UPI No. 43-5-3085

IMPROVEMENTS thereon: residential dwelling

JUDGMENT amount: \$269,853.11

PLAINTIFF: Citimortgage, Inc

VS

DEFENDANT: **ROBERT G. MARSHALL**

SALE ADDRESS: 8 Rampart Dr., Chesterbrook, PA 19087

PLAINTIFF ATTORNEY: **DANIEL SCHMIEG, 215-563-7000**

**SALE NO. 11-7-474**

**Writ of Execution No. 08-01594**

**DEBT \$204,833.83**

BY virtue of a Writ of Execution No. 08-01594

OWNER(S) of property situate in the Borough of Kennett Square, Chester County, Pennsylvania, being 804 South Washington Street, Kennett Square, PA 19348

UPI No. 3-6-47

IMPROVEMENTS thereon: residential

dwelling

JUDGMENT amount: \$204,833.83

PLAINTIFF: Wells Fargo Bank.,  
S/B/M Wells Fargo Home Mortgage, Inc

VS

DEFENDANT: **EDWARD  
WUCHTER & NICOLE WUCHTER a/k/a  
NICOLE GUCCIO WUCHTER**

SALE ADDRESS: 804 S. Washington  
St., Kennett Sq., PA 19348

PLAINTIFF ATTORNEY: **ALLISON  
WELLS, 215-563-7000**

**SALE NO. 11-7-475**

**Writ of Execution No. 09-09944**

**DEBT \$215,325.77**

BY virtue of a Writ of Execution No.  
09-09944

OWNER(S) of property situate in the  
Borough of Malvern, Chester County,  
Pennsylvania, being 218 Channing Avenue,  
Malvern, PA 19355-2749

UPI No. 2-7-37

IMPROVEMENTS thereon: residential

dwelling

JUDGMENT amount: \$215,325.77

PLAINTIFF: JP Morgan Chase Bank,

NA

VS

DEFENDANT: **ROBERT H. &  
MARGARETTA K. BLACKBURN**

SALE ADDRESS: 218 Channing Ave.,  
Malvern, PA 19355

PLAINTIFF ATTORNEY: **DANIEL  
SCHMIEG, 215-563-7000**

**SALE NO. 11-7-476**

**Writ of Execution No. 11-00549**

**DEBT \$105,351.19**

ALL THAT CERTAIN tract or piece of  
land with the buildings and improvements thereon  
erected, hereditaments and appurtenances, situate  
in the Township of West Sadsbury, County of  
Chester, State of Pennsylvania, being bounded and  
described according to a Final Subdivision Plan  
made for John G. Davis, Jr. by McChesney  
Gallagher & Associates dated 4/27/1977, as fol-  
lows, to wit:

BEGINNING at a point on intersection  
of the center line of Lenover Hill Road (T-346) and  
the center line of Upper Valley Road (LR 15063)  
as shown on said Plan; thence extending from said  
beginning point and along the center line of  
Lenover Hill Road (T-346) north 01 degree 03

minutes 15 seconds west, 206.19 feet to a point a  
corner of Lot No. 2; thence extending north 86  
degrees 06 minutes 15 second east crossing the  
easterly side of Lenover Hill Road (T-346), 276.22  
feet to a point; thence extending south 14 degrees  
01 minutes 50 seconds west, 73.75 feet to a point a  
corner of land now or late of Orpha Wetzler;  
thence extending along same, south 01 degree 15  
minutes east, 144.44 feet to a point in the center  
line of Upper Valley Road (LR 15063); thence  
extending along the same south 88 degrees 10 min-  
utes west, 257.17 feet to the first mentioned point  
and place of beginning.

BEING Lot No. 1 as shown on said  
Plan.

IMPROVEMENTS: residential  
dwelling

TAX ID #36-05-0072.010 / UPI #36-5-  
72.1

TITLE to said premises is vested in  
Michael E. Nelson and Laurie L. Nelson, husband  
and wife, as tenants by the entirety, their assigns,  
the survivor of them and the survivor's personal  
representatives and assigns, by reason of the fol-  
lowing:

BEING the same premises which Barry  
L. McCrery and Joanne L. McCrery by Deed dated  
9/2/1988 and recorded 9/6/1988 in the County of  
Chester in Record Book 1272, Page 503 conveyed  
unto Michael E. Nelson, his heirs and assigns, in  
fee.

AND also being the same premises  
which Michael E. Nelson by Deed dated 3/24/2004  
and recorded 4/7/2004 in the County of Chester in  
Record Book 6113, Page 132 conveyed unto  
Michael E. Nelson and Laurie L. Nelson, husband  
and wife, as tenants by the entirety, their heirs, the  
survivor of them and the survivor's personal repre-  
sentatives and assigns, in fee.

PLAINTIFF: Fannie Mae

VS

DEFENDANT: **LAURIE L. &  
MICHAEL E. NELSON**

SALE ADDRESS: 201 Lenover Hill  
Rd., Parkesburg, PA 19365

PLAINTIFF ATTORNEY: **MARTHA  
VON ROSENSTIEL, 610-328-2887**

**SALE NO. 11-7-477**

**Writ of Execution No. 10-01126**

**DEBT \$361,182.70**

ALL THAT CERTAIN tract or parcel  
of land with the buildings and improvements there-  
on erected, hereditaments and appurtenances, situ-  
ate in the North Coventry Township, County of



Chester, and Commonwealth of Pennsylvania, bounded and described in accordance with a Subdivision Plan prepared for Daniel F. and Shirley DeCaro dated September 23, 1975 as prepared by Ralph E. Shaner & Son Engineering Company, Pottstown, PA, as follows, to wit:

BEGINNING at the northeasterly corner of Lot No. 9, said point being in the middle of Cherry Lane (legal width of 33 feet and given width by Lot Plan of 50 feet) and being distant along said Cherry Lane from a point marking the center line intersection of the terminus of the same with the middle of another public road known as Chestnut Hill Road (legal width of 33 feet and given width by Lot Plan of 50 feet) south 42 degrees 30 minutes east, 430.42 feet; thence from said point of beginning continuing in and along said Cherry Lane, south 42 degrees 30 minutes east 403.74 feet to a corner of Lot No. 1; thence along Lot No. 1, south 47 degrees 30 minutes west 460.60 feet to a corner on line of other lands of the grantors Daniel F. and Shirley DeCaro (Tract No. 10); thence along the latter lands, north 42 degrees 30 minutes west 454.23 feet to a corner on line of Lot No. 9 (now or about to be conveyed to Howard J. Bennet, Jr. and Suzanne M. Pence); thence along Lot No. 9 north 47 degrees 39 minutes east 154.43 feet and north 84 degrees 45 minutes east, 80.25 feet and north 50 degrees 17 minutes east 98.32 feet and north 46 degrees 22 minutes east, 144.11 feet to a corner in the middle of the aforesaid Cherry Lane and place of beginning.

CONTAINING 4.4807 acres of lands.

BEING Lot No. 8 on said Plan of Lots.

TITLE to said premises is vested in Thomas F. Nelson Jr. and Kathleen R. Nelson, husband and wife, by Deed from Roland J. Scarinci and Nancy M. Scarinci dated May 3, 2002 and recorded May 9, 2002 in Deed Book 5277, Page 2047.

PREMISES being known as: 998 Cherry Hill Lane, Pottstown, Pennsylvania 19465.

TAX I.D. #: 17-7-5-9

PLAINTIFF: Chase Home Finance, LLC

VS

DEFENDANT: **THOMAS F. NELSON, JR. & KATHLEEN R. NELSON**

SALE ADDRESS: 998 Cheery Hill Ln., Pottstown, PA 19465

PLAINTIFF ATTORNEY: **TERRENCE McCABE, 215-790-1010**

**SALE NO. 11-7-478**

**Writ of Execution No. 10-07501**

**DEBT \$108,794.02**

ALL THAT CERTAIN tract, lot or piece of land with the buildings and improvements thereon erected, situate, in the Borough of West Grove, County of Chester and Commonwealth of Pennsylvania, bounded and described in accordance with a Final Record Subdivision Plan of West Meadows made by Kiddie Consultants, Inc., E.P.S dated 2/24/1987 as last revised 4/1/1987 which Plan is recorded in the Office of the Recorder of Deeds as Plan No. 7312, as follows, to wit:

BEGINNING at a point on the easterly side of West Meadow Court, which point marks a common corner of this premises and Lot No. 8; thence extending from said point along the said easterly side of West Meadow Court, north 07 degrees 12 minutes 24 seconds west 107.00 feet to a point a corner of this premises and Lot No. 10; thence extending along the same north 82 degrees 47 minutes 36 seconds east 150.00 feet to a point a corner of this premises on line of land now or late of Lawrence E. Chambers; thence extending partly along the same and partly along land nor or late of Joseph V. Hood, Jr., south 07 degrees 12 minutes 24 seconds east 107.00 feet to a point a corner of this premises and Lot No. 8 aforesaid; thence extending along the same south 82 degrees 47 minutes 36 seconds west 150.00 feet to the first mentioned point and place of beginning.

BEING Lot No. 9 on the above mentioned Plan

TITLE to said premises is vested in William T. Eichelberger by Deed from Charles L. Raday and Margaret Raday, and Carol A. Haaf dated August 23, 2007 and recorded August 28, 2007 in Deed Book 7275, Page 592.

PREMISES being known as: 1 West Meadow Court, West Grove, Pennsylvania 19390.

TAX I.D. #: 5-7-44

PLAINTIFF: Chase Home Finance, LLC

VS

DEFENDANT: **WILLIAM T. EICHELBERGER**

SALE ADDRESS: 1 West Meadow Ct., West Grove, PA 19390

PLAINTIFF ATTORNEY: **TERRENCE McCABE, 215-790-1010**

**SALE NO. 11-7-479**

**Writ of Execution No. 10-00654**

**DEBT \$335,852.63**

ALL THAT CERTAIN lot or parcel of land situate in the Township of East Bradford,

County of Chester and Commonwealth of Pennsylvania, bounded and described according to a Final Lot Conveyance Plan for O'Smead Farms by Howard W. Doran, Inc., Newtown Sq., PA dated 2/10/1995 last revised 5/17/1995 and recorded 8/14/1995 as Plan No. 13513 as follows, to wit:

BEGINNING at a point of curve on the westerly side of Gregory Lane (50 feet wide), said point being a corner of Lot 9, as shown on said Plan; thence from said point of beginning leaving said cul-de-sac extending along Lot 9 south 75° 30' 00" east, 207.51 feet to a point in line of lands now or formerly of Lynch, being a corner of Lot 9; thence extending along lands now or formerly of Lynch, north 12° 03' 42" east 19.57 feet to a point in line of lands now or formerly of Gilbert and Agnes A. Cruz, being a corner of lands now or formerly of Lynch; thence extending partially along lands now or formerly of Cruz the 3 following courses and distances: (1) south 77° 56' 18" east, 150.00 feet to a point of curve, (2) on a line curving to the right having a radius of 50.00 feet an arc distance of 32.91 feet to a point; thence (3) north 49° 46' 29" east 70.71 feet to a point of curve on the northwesterly side of Gregory Lane aforesaid; thence leaving lands now or formerly of Cruz extending along said road on a line curving to the left having a radius of 175.00 feet an arc distance of 196.32 feet to the first mentioned point and place of beginning.

BEING Lot No. 10 on said Plan.

BEING Known as 488 Gregory Lane, West Chester, PA 19380

BEING the same premises which Timothy R. Brewer and Christine Brewer, husband and wife, by Indenture dated July 29, 1999 and recorded December 1, 1999 in the Office of the Recorder of Deeds in and for Chester County in Deed Book 4676, Page 356, granted and conveyed unto Gary W. Acers and Sharon J. Acers.

UNDER and subject, nevertheless, to all reservations, restrictions, covenants, conditions, easements, leases and rights of way appear of record.

PARCEL No. 51-5-57.1J

IMPROVEMENTS: Residential property.

PLAINTIFF: US Bank, NA

VS

DEFENDANT: **GARY W. & SHARON J. ACERS**

SALE ADDRESS: 488 Gregory Lane, West Chester, PA 19380

PLAINTIFF ATTORNEY: **GREGORY JAVARDIAN, 215-942-2090**

**SALE NO. 11-7-480**

**Writ of Execution No. 11-00551**

**DEBT \$205,618.54**

ALL THAT CERTAIN lot or piece of ground situate in the Township of West Whiteland, County of Chester and State of Pennsylvania, described according to a Plan made by Exton Woods Partnership "Phase II" made by Yerkes Associates, Inc. dated 10/5/77 and last revised 9/8/78 as follows, to wit:

BEGINNING at a point, a corner of #243 on said Plan, said point being measured the 2 following courses and distances from a point on the title line in the bed of West Belvidere Circle: 1) crossing the easterly side of West Belvidere Circle, south 89 degrees 20 minutes 01 seconds east 108.15 feet to a point and 2) north 65 degrees 08 minutes 09 seconds east 80.34 feet to the beginning; thence from the beginning extending north 65 degrees 08 minutes 09 seconds east 20 feet to a point a corner of #245 on said Plan; thence extending along same south 24 degrees 51 minutes 51 seconds east 92.22 feet to a point; thence extending along same north 24 degrees 51 minutes 51 seconds west 92.22 feet to the first mentioned point and place of beginning.

BEING Group "B" Unit #9.

PARCEL No.: 41-5Q-151

BEING known as: 244 Corwen Terrace, West Chester, PA 19380.

BEING the same premises which Mark A. Rayshul, by Deed dated August 30, 2007 and recorded September 4, 2007 in and for Chester County, Pennsylvania, in Deed Book Volume 7255, Page 1862, granted and conveyed unto David Fay and Elysia Fay.

PLAINTIFF: Wachovia Mortgage Corporation

VS

DEFENDANT: **DAVID B. FAY a/k/a DAVID FAY & ELYSIA E. FAY a/k/a ELYSIA FAY**

SALE ADDRESS: 244 Corwen Terrace, West Chester, PA 19380

PLAINTIFF ATTORNEY: **JOEL ACKERMAN, 908-233-8500**

**SALE NO. 11-7-481**

**Writ of Execution No. 11-00389**

**DEBT \$188,001.74**

ALL THAT CERTAIN parcel of ground with the dwelling unit erected thereon, situate on the north side of Onward Avenue (private street) and south of Vanderslice Street (public

street) being shown as Unit 143 on a Plan titled "French Creek Townhouses, French Creek Project, French Creek Center", being drawing No. D7703202, originally prepared by Ludgate Engineering Corporation February 27, 2003 and last revised December 19, 2003, said Unit being known as No. 529 Onward Avenue and being situate in the Borough of Phoenixville, Chester County, Pennsylvania and being more particularly bounded and described as follows, to wit:

COMMENCING at a point being the tract boundary corner in the centerline of Vanderslice Street; thence leaving said intersection south 77 degrees 25 minutes 23 seconds east 181.84 feet to a point a corner of Unit 143 the place of beginning thence along Unit 143 the 6 following courses and distances: (1) by forming an interior angle to the left by 108 degrees 21 minute 51 seconds with the last described line, a distance of 35.50 feet to a point; (2) by forming an interior angle to the left by 90 degrees 0 minutes 0 seconds with the last described line, a distance of 7.25 feet to a point; (3) by forming an interior angle to the right by 90 degrees 0 minutes 0 seconds with the last described line, a distance of 12.75 feet to a point; (4) by forming an interior angle to the left by 90 degrees 0 minutes 0 seconds with the last described line, a distance of 12.75 feet to a point; (5) by forming an interior angle to the left by 90 degrees 0 minutes 0 seconds with the last described line, a distance of 37.67 feet to a point; (6) by forming an interior angle to the left by 90 degrees 0 minutes 0 seconds with the last described line, a distance of 20.00 feet to a point the place of beginning.

CONTAINING 737 square feet more or less.

BEING also subject to rights and duties attributed to unit ownership as described in the French Creek Townhomes Homeowners' Association Agreement.

PARCEL No.: 15-9-884

BEING known as: 529 Onward Avenue, Phoenixville, PA 19460.

BEING the same premises which the Townhomes at French Creek, LLC., by Deed dated October 26, 2005 and recorded November 7, 2005 in and for Chester County, Pennsylvania, in Deed Book Volume 6675, Page 944, granted and conveyed unto Gail P. Chiarella.

PLAINTIFF: The Bank of New York Mellon

VS

DEFENDANT: **GAIL P. CHIARELLA**

SALE ADDRESS: 529 Onward Ave.,

Phoenixville, PA 19460

PLAINTIFF ATTORNEY: **JOEL ACKERMAN, 908-233-8500**

**SALE NO. 11-7-482**

**Writ of Execution No. 11-00561**

**DEBT \$162,288.54**

ALL THAT CERTAIN message and easterly one-half of a double frame dwelling, situate in the southerly side of Nutt Road in the 6<sup>th</sup> Ward of the Borough of Phoenixville, County of Chester and State of PA, and being bounded and described as follows:

BEGINNING at a corner, 30 feet from the center line of Nutt Road and 105 feet from the center line of Sherman Street (described to former Deeds as Grant Street) thence on a line parallel with and 30 feet from the center of Nutt Road and passing through the middle of said double frame message 200 feet to a corner 20 feet from the center line of Ridge Avenue 45 feet to a corner of lands now or late of Katherine Brenuan; thence at right angles to Ridge avenue and alongside of Brennon's land 200 feet to a corner 30 feet from the center line of Nutt Road, aforesaid to the first mentioned point and place of beginning.

BEING UPI No.: 15-12-150

BEING known as: 546 Nutt Road, Phoenixville, PA 19460.

BEING the same premises which William R. Baird and Kimberly A. Baird, husband and wife., by Deed dated December 19, 2003 and recorded January 8, 2004 in and for Chester County, Pennsylvania, in Deed Book Volume 6034, Page 367, granted and conveyed unto Michael John Murray, Sr and D. Diane Murray, husband and wife, as tenants by the entirety.

PLAINTIFF: Wells Fargo Bank, NA

VS

DEFENDANT: **D. DIANE MURRAY & MICHAEL JOHN MURRAY, SR., DECEASED**

SALE ADDRESS: 546 Nutt Rd., Phoenixville, PA 19460

PLAINTIFF ATTORNEY: **JOEL ACKERMAN, 908-233-8500**

**SALE NO. 11-7-483**

**Writ of Execution No. 10-13997**

**DEBT \$142,332.34**

ALL THAT CERTAIN east side of a double frame dwelling and lot or tract of land, said dwelling being designated as No. 117 Webster Avenue, in the West Ward of Downingtown

Borough, County of Chester and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the middle of Webster Avenue, at a corner of land of Mary Cassell; thence along said land passing through the middle of a party wall separating the house herein conveyed from the house adjoining on the west, north 21 degrees west, 190 feet to a point in the south line of a 20 feet wide alley; thence along the south line thereof, north 69 degrees east, 25 feet to a corner of land now or late of Warren G. Chrisman; thence along said Chrisman's land, south 21 degrees east, 190 feet to a point in the middle of said Webster Avenue; thence along the middle thereof south 69 degrees west 25 feet to the place of beginning.

PARCEL Identification No: 11-7-93

BEING the same premises which Dennis R. King, Jr. by Deed bearing date June 20, 2003 and recorded in the Office of the Recorder of Deeds in and for the County of Chester, State of Pennsylvania in Deed Book 5780 Page 334 granted and conveyed unto Tim Swisher and Amanda Swisher, also known as Amanda Fraterman, husband and wife, in fee.

TITLE to said premises is vested in Ashir Karim, by Deed from Tim Swisher and Amanda Swisher, aka Amanda Fraterman, h/w, dated 10/14/2005, recorded 10/25/2005 in Book 6661, Page 1028.

PLAINTIFF: The Bank of New York Mellon

VS

DEFENDANT: **ASHIR KARIM**

SALE ADDRESS: 117 Webster Ave.,  
Downtown, PA 19335

PLAINTIFF ATTORNEY: **CHRISTINE PINTO, 856-596-8900**

**SALE NO. 11-7-484**

**Writ of Execution No. 10-13643**

**DEBT \$92,292.48**

ALL THAT CERTAIN lot or tract of land upon which is erected a brick dwelling house, designated as No. 231 Charles Street, situate in the First Ward of the City of Coatesville, County of Chester and State of Pennsylvania, more particularly bounded and described according to a new survey thereof, made by D. Edward Antes, Civil Engineer as follows:

BEGINNING at a point, being a cut in the concrete curb line in the north curb line of Charles Street, distant 291.075 feet westwardly from the west curb line of Church Street; thence

along the north curb line of Charles Street, south 76 degrees 55 minutes west 15.625 feet to a point, being another cut in the concrete curb line, a corner of land now or late of Lee Esworthy; thence along the same and passing through the center of the middle dividing partition between the house erected on the Lot herein conveyed and the house erected on the land immediately adjoining it on the west, north 13 degrees 5 minutes west 160.56 feet to a stone marker in the south line of Harmony Street; thence along the south line of Harmony Street, north 76 degrees 55 minutes east 15.625 feet to another stone marker a corner of land now or late of Susan M. Peters; thence along the same and passing through the center of the middle dividing partition between the house erected on the lands herein and the house erected on the lands immediately adjoining it on east, south 13 degrees 5 minutes east 160.56 feet to the place of beginning.

CONTAINING 2,508.75 square feet of land, be the same more or less.

TAX ID No: 16-4-171 for information purposes only – Property also known as: 231 Charles St., Coatesville, PA 19320-3006

TITLE is vested in Teresa L. Heath and Betty June Heath by Deed dated 1/28/2004 and recorded on 3/11/2004 in the Chester County Recorder of Deeds under Book 6088, Page 1184.

PLAINTIFF: Bank of America, NA  
VS

DEFENDANT: **TERESA L. HEATH  
& BETTY JUNE HEATH**

SALE ADDRESS: 231 Charles St.,  
Coatesville, PA 19320

PLAINTIFF ATTORNEY: **CHRISTINE PINTO, 856-596-8900**

**SALE NO. 11-7-485**

**Writ of Execution No. 10-06113**

**DEBT \$,075,976.79**

ALL THAT CERTAIN tract or parcel of land situate in Penn Township, Chester County, PA, described according to a Plan prepared by Regester Associates, Inc., dated January 6, 2004, being Drawing Number M-867, to wit:

BEGINNING at a point in the title line of Public Road S.R. 3026 known as Baltimore Pike and being in the bed of Public Road S.R. 0796 known as Jennersville Road; thence leaving the said point of beginning and along the title line of Baltimore Pike, north 86 degrees 26 minutes 10 seconds west 151.67 feet to a point marking a corner of lands of Anna S. & Benjamin L. Rubincan, Jr.; thence along the same and leaving Baltimore

Pike, north 01 degrees 05 minutes 30 seconds west 145.02 feet to an iron pin; thence continuing partly along the same, partly along lands of Olen B. & Faith C. Holcomb and partly along lands of Richard M. & Felicia Covatta, north 85 degrees 55 minutes 00 seconds west 274.90 feet to an iron pin in line of lands of RE at Jennersville, LP; thence along the same the following two courses and distances to wit: 1) north 00 degrees 10 minutes 30 seconds west 433.31 feet to a point; 2) south 66 degrees 00 minutes 00 seconds east 496.66 feet to a point on the westerly side of Jennersville Road, aforementioned; thence along the same, north 01 degrees 53 minutes 00 seconds west 22.23 feet to an iron pin; thence crossing the bed of Jennersville Road, south 66 degrees 00 minutes 00 seconds east 88.92 feet to a point on the easterly side of Jennersville Road, being in line of lands of John F. & Doris L. Heher; thence along the same, south 01 degrees 53 minutes 00 seconds east 62.26 feet to a point; thence leaving Jennersville Road and continuing along lands of John F. & Doris L. Heher, north 88 degrees 07 minutes 00 seconds east 40.54 feet to a point in the title line of Old Jennersville Road; thence partly along the same and partly through the bed of Jennersville Road, aforementioned, south 24 degrees 00 minutes 00 seconds west 361.73 feet to the first mentioned point and place of beginning.

CONTAINING: 4.729 acres of land be the same more or less.

BEING UPI #58-4-1.1

BEING the same premises which Red Rose Partnership, a PA, L.P. by Deed dated 1/27/2004 and recorded 2/2/2004 in Chester County in Record Book 6054 Page 1073 conveyed unto Mustascio Concepts RRI, LLC, in fee

PLAINTIFF: Penn Business Credit, LLC

VS

DEFENDANT: **MUTASCIO CONCEPTS, RRI, LLC T/A THE RED ROSE INN & UNITED STATES OF AMERICA**

SALE ADDRESS: 804 W. Baltimore Pk, West Grove, PA 19390

PLAINTIFF ATTORNEY: **JANET GOLD, 856-330-6200**

**SALE NO. 11-7-486**

**Writ of Execution No. 08-00562**

**DEBT \$544,061.30**

BY virtue of a Writ of Execution No. 08-00562

OWNER(S) of property situate in the Township of Franklin, Chester County,

Pennsylvania, being 11 Quail Drive, Landenberg, PA 19350

UPI No. 72-01-0009.07

IMPROVEMENTS thereon: residential dwelling

JUDGMENT amount: \$544,061.30

PLAINTIFF: Consumer Solutions

REO, LLC

VS

DEFENDANT: **ADAEZE & IKEM OKOYE**

SALE ADDRESS: 11 Quail Dr., Landenberg, PA 19350

PLAINTIFF ATTORNEY: **VIVEK SRIVASTAVA, 215-563-7000**

**SALE NO. 11-7-487**

**Writ of Execution No. 10-15332**

**DEBT \$170,498.50**

BY virtue of a Writ of Execution No. 10-15332

OWNER(S) of property situate in the Borough of Malvern, Chester County, Pennsylvania, being 278 Valley View Road, Malvern, PA 19355-2537

UPI No. 2-1-15

IMPROVEMENTS thereon: residential dwelling

JUDGMENT amount: \$170,498.50

PLAINTIFF: Wells Fargo Bank, NA

VS

DEFENDANT: **ROBERT DIXEY**  
SALE ADDRESS: 278 Valley View Rd., Malvern, PA 19355

PLAINTIFF ATTORNEY: **MICHELE BRADFORD, 215-563-7000**

**SALE NO. 11-7-488**

**Writ of Execution No. 10-14276**

**DEBT \$338,000.94**

ALL THAT CERTAIN lot or piece of ground situate in the Township of East Fallowfield, County of Chester and Commonwealth of Pennsylvania, described according to a Plan for Providence Hill, made by Edward B. Walsh and Associates, Inc., dated 12-12-2003 last revised 12-14-2004 and recorded as Plan File No. 17297, bounded and described as follows to wit:

BEGINNING at a point on the northerly side of Road B (Watch Hill Road), a corner of Lot 133 on said Plan, thence extending along said Lot, north 23 degrees 32 minutes 07 seconds west 119.94 feet to a point a corner of Open Space, thence extending along same the two following

courses and distances, (1) north 66 degrees 27 minutes 53 seconds east 44.98 feet to a point, and (2) north 75 degrees 24 minutes 49 seconds east 44.23 feet to a point a corner of Lot 135, thence extending along said Lot, south 14 degrees 35 minutes 11 seconds east 120.00 feet to a point on the northerly side of Road B (Watch Hill Road), thence extending along same on the arc of a circle curving to the left having a radius of 450.00 feet the arc distance of 70.29 feet to the first mentioned point and place of beginning.

CONTAINING 9,608 square feet more or less.

BEING Lot 134 on said Plan.

BEING UPI #47-5-263

AS described in Mortgage Book 6771

Page 217

BEING known as: 105 Watch Hill Road, East Fallowfield, PA 19320

PROPERTY ID No.: 47-05-0263

TITLE to said premises is vested in Roger Wilson III and Nina T. Wilson, husband and wife, as tenants by the entirety by Deed from Rouse/Chamberlin, Ltd., a Pennsylvania Limited Partnership dated 02/16/2006 recorded 02/22/2006 in Deed Book 6771 Page 213.

PLAINTIFF: American Home Mortgage Servicing, Inc  
VS

DEFENDANT: **ROGER WILSON III & NINA T. WILSON**

SALE ADDRESS: 105 Watch Hill Rd., East Fallowfield, PA 19320

PLAINTIFF ATTORNEY: **MARK UDREN, 856-669-5400**

**SALE NO. 11-7-489**

**Writ of Execution No. 07-08588**

**DEBT \$356,523.10**

BY virtue of a Writ of Execution No. 07-08588

OWNER(S) of property situate in the Township of East Fallowfield, Chester County, Pennsylvania, being 1045 South Caln Road, Coatesville, PA 19320

UPI No. 47-6-25.11

IMPROVEMENTS thereon: residential dwelling

JUDGMENT amount: \$356,523.10

PLAINTIFF: Wells Fargo Bank, NA

VS

DEFENDANT: **THOMAS M. & JOAN E. HEWCZUK**

SALE ADDRESS: 1045 S. Caln Rd., Coatesville, PA 19320

PLAINTIFF ATTORNEY: **ALLISON WELLS, 215-563-7000**

**SALE NO. 11-7-491**

**Writ of Execution No. 10-15320**

**DEBT \$131,394.12**

ALL THOSE TWO CERTAIN LOTS or piece of ground with the buildings and improvements thereon erected, situated in the Borough of Phoenixville, County of Chester, State of Pennsylvania, and described according to a survey of properties for McClusky-Davis Corporation, said Plan made by Roeder and Magarity, Professional Engineers, dated April 10, 1963, as follows to wit:

ONE thereof:

BEGINNING at a point on the northwesterly side of Franklin Street (46 feet wide) at the distance of one hundred and seventeen one thirty-seven one-hundredths feet measured on the bearing of north four degrees fifty-nine minutes east, along the said side of Franklin Street, from its point of intersection with the northwesterly side of Vanderstice Street (50 feet wide); thence extending from said point of beginning, along Lot No. 6, south eighty-eight degrees five minutes west, partly through the party wall, eighty-nine and forty-six one-hundredths feet to a point on the northeasterly said of a twenty feet wide alley, said twenty foot wide alley extending northwestwardly from Vanderslice Street and communicating with another twelve foot alley leading northeastwardly into Franklin Street; thence extending along the said side of the twenty foot wide alley north two degrees five minutes west sixteen and no one-hundredths feet to a point a corner of Lot No. 8; thence extending along Lot No. 6; thence extending along Lot No. 8 north eighty-eight degrees five minutes east, partly through the party wall, ninety-one and forty-four one-hundredths feet to a point on the northwesterly side of Franklin Street aforesaid; thence extending along the said side of Franklin Street south four degrees fifty-nine minutes west sixteen and twelve one-hundredths feet to the first mentioned point and place of beginning.

AND the other one thereof:

BEGINNING at a point on the southwesterly side of twenty foot wide alley, said twenty foot wide alley extending northwestwardly from Vanderslice Street and communicating with another twelve feet wide alley leading northeastwardly into Franklin Street, said point being measured by the two following courses and distances from the point forming the intersection of the northwesterly side of Vanderslice Street (50 feet



wide) with the northwesterly side of Franklin Street (46 foot wide) (1) south eighty-eight degrees five minutes west, along the said side of Vanderslice Street, ninety-five and no one-hundredths feet to the point forming the intersection of the northwesterly side of Vanderslice Street with the southwesterly side of the aforesaid twenty foot wide alley and (2) north two degrees five minutes west, along the same side of the aforesaid twenty foot wide alley, one hundred and sixteen and fifty one-hundredths foot to the point of beginning; thence extending from said point of beginning, thence extending from said point of beginning, along the rear portion of Lot No. 6, south eighty-eight degrees five minutes west five and no one-hundredths foot to a point in line of land now or late of Michael E. Mo'undo thence extending along last mentioned land north two degrees five minutes west sixteen and no one-hundredths feet to a point a corner of the rear portion of Lot No. 8; thence extending along the rear portion of Lot No. 8 north eighty-eight degrees five minutes east five and no one-hundredths feet to a point on the southwesterly side of the aforesaid twenty feet wide alley; thence extending along the said side of the aforesaid alley south two degrees five minutes east sixteen one-hundred feet to the first mentioned point and place of beginning.

PARCEL #15-9-74.6

PROPERTY address: 14 Franklin Avenue, Phoenixville, PA 19460

PLAINTIFF: Reverse Mortgage Solutions, Inc  
VS

DEFENDANT: **THE UNKNOWN HEIRS OF MARY M. BALOG, DECEASED**

SALE ADDRESS: 14 Franklin Ave., Phoenixville, PA 19460

PLAINTIFF ATTORNEY: **MICHAEL McKEEVER, 215-627-1322**

**SALE NO. 11-7-492**

**Writ of Execution No. 09-04373**

**DEBT \$256,924.91**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, hereditaments and appurtenances, situate in the Borough of Downingtown, County of Chester and State of Pennsylvania, described according to a subdivision plan of Highland Crest Homes, made by Chester Valley Engineers, Inc., on 1/28/1961 and last revised 4/03/1963 as follows, to wit:

BEGINNING at a point on the northerly side of Highland Avenue (50 feet wide), which

point is measured the three (3) following courses and distances from the point formed by the intersection of the center line of Highland Avenue, with the extended westerly curb line of Rock Raymond Road, (50) feet wide) (as shown on said Plan): (1) extending from said point of intersection, south 89 degrees 38 minutes west, 76.78 feet to a point; (2) north 00 degree 22 minutes west, 25 feet to a point; and (3) south 89 degrees 38 minutes west, 190.60 feet to the point and place of beginning; thence extending from said beginning point along the northerly side of Highland Avenue, south 89 degrees 38 minutes west, 65.20 feet to a point; thence extending north 00 degrees 22 minutes west, 128.14 feet to a point; thence extending north 89 degrees 38 minutes east, 65.20 feet to a point; thence extending south 00 degree 22 minutes east, 128.14 feet to the first mentioned point and place of beginning.

PREMISES being: 611 Highland Avenue

PARCEL No: 11-6-82.1

TAX Parcel #11-6-82.1

PROPERTY address: 611 Highland Avenue, Downingtown, PA 19335

IMPROVEMENTS: a residential dwelling.

SOLD as the property of: Gail Hess

BY Deed from: Gail M. Anderson, single woman

DATED: 10/04/2005 and Recorded: 11/17/2005

BOOK: 6686

PAGE: 443

INSTRUMENT # 10597384

PLAINTIFF: FV-1, Inc

VS

DEFENDANT: **GAIL M. HESS**

SALE ADDRESS: 611 Highland Ave., Downingtown, PA 19335

PLAINTIFF ATTORNEY: **MICHAEL McKEEVER, 215-627-1322**

**SALE NO. 11-7-493**

**Writ of Execution No. 11-00053**

**DEBT \$291,162.40**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in London Britain Township, Chester County, Pennsylvania, bounded and described, as follows, to wit:

BEGINNING at a point formed by the Intersection of the northwesterly side of County Route 292 and the center line of County Route 305; thence by the various courses and distances



thereof in a westerly direction, 4,534.19 feet to an iron pin, the point and place of beginning; thence from said place of beginning, north 18 degrees west, 210 feet to a pipe, a point in line of lands now or late of Stella Olkowski; thence thereby south 56 degrees 30 minutes west, 210 feet to a maple tree, another point in line of lands now or late of Stella Olkowski; thence still thereby, south 18 degrees east, 210 feet to a pipe in the center line of said Route 305; thence thereby, north 56 degrees 30 minutes east, 210 feet to the point and place of beginning.

BEING known as 1272 Corner Ketch Road, Landenberg, PA 19350

TAX Parcel Number: 73-4-72.1

RESIDENTIAL dwelling

PLAINTIFF: Wilmington Trust

VS

DEFENDANT: **STEPHEN & JACQUELYN PRETTYMAN**

SALE ADDRESS: 1272 Corner Ketch Rd., Landenberg, PA 19350

PLAINTIFF ATTORNEY: **PATRICK WESNER, 856-482-1400**

**SALE NO. 11-7-494**

**Writ of Execution No. 11-00400**

**DEBT \$1,177,798.00**

ALL THAT CERTAIN lot or piece of land with the buildings and improvements to be erected thereon situate in the Township of East Whiteland, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a Land Development Plan for What a Good Dog, Inc., made by Edward B. Walsh & Associates, Inc., dated 1/31/2007, last revised 9/19/2007 and recorded as Plan #18412, as follows to wit:

BEGINNING at a point on the northerly side of Three Tun Road (60 feet wide) at a corner of Lot #16 on said Plan; thence extending from said beginning point, along the easterly line of said Lot #16, north 11 degrees 47 minutes west, 400.60 feet to a point in line of lands now or late of Pennsylvania Lines, LLC; thence extending along the same north 78 degrees 13 minutes east, 599.77 feet to a point, a corner of Lot #11 on said Plan; thence extending along same the two (2) following courses and distances: (1) south 11 degrees 47 minutes east, 217.36 feet to a point, and (2) south 22 degrees 26 minutes east, 75.00 feet to a point on the northwesterly side of Three Tun Road cul-de-sac; thence extending along the same the two (2) following courses and distances: (1) on the arc of a circle curving to the left having a radius of 60 feet,

the arc distance of 71.15 feet to a point of reverse curve, and (2) on the arc of a circle curving to the right having a radius of 30 feet, the arc distance of 26.90 feet to a point of compound curve on the northerly side of Three Tun Road, aforesaid; thence extending along the same the two (2) following courses and distances: (1) on the arc of a circle curving to the right having a radius of 620 feet, the arc distance of 366.91 feet to a point of tangent, and (2) south 84 degrees 54 minutes west, 195.77 feet to the first mentioned point and place of beginning.

CONTAINING 199,652 square feet of land, more or less.

BEING Lots No. 12 to 15, inclusive, as shown on said Plan.

BEING UPI No/Tax ID/Parcel Nos.: 42-4-296.11, 42-4-296.12, 42-4-296.13, 42-4-296.14

IMPROVEMENTS: commercial building

PLAINTIFF: Wilmington Trust FSB, Successor by Merger to Wilmington Trust of Pennsylvania

VS

DEFENDANT: **WHAT A GOOD DOG! LLC**

SALE ADDRESS: 155-375 a/k/a Lots 12-15 Three Tun Rd, Malvern, PA 19355

PLAINTIFF ATTORNEY: **CHARLES SHURR, JR, 610-779-0772**

**SALE NO. 11-7-495**

**Writ of Execution No. 10-03823**

**DEBT \$229,735.09**

“A”

ALL THAT CERTAIN tract or parcel of ground, with the buildings and improvements thereon erected, situate in the Township of West Fallowfield, County of Chester, State of Pennsylvania, bounded and described according to a map and plan made for Winfield W. Piper, by Edgar Laub, dated March 2, 1970, as follows, to wit:

BEGINNING at a spike in a public macadam road T-342 leading from traffic Route #10 to Cochranville, said spike being the northeast corner of lands of Robert Prouse; thence by said R. Prouse, north 81 degrees 41 minutes west (passing over an iron pin on the west side of said road), 200 feet to an pin in line of lands of Richard Davies; thence by said Richard Davies north 05 degrees 15 minutes east 337.85 feet to an iron pipe and south-west corner of lands of W. W. Piper; thence by said W. W. Piper land south 81 degrees 41 minutes east

(passing over an iron pin on the west side of next mentioned road) 200 feet to a point in a public macadam road T-342; thence by said road south 05 degrees 15 minutes west 337.85 feet to the point of beginning.

CONTAINING 1.548 acres of land, be the same more or less.

EXCEPTING therefrom and thereout

ALL THAT CERTAIN tract or parcel of ground, with the buildings and improvements thereon erected, situate in the Township of West Fallowfield, County of Chester and State of Pennsylvania, bounded and described according to a map and plan made for Robert Prouse by Edgar Lamb, dated December 1, 1975, as follows, to wit:

BEGINNING at a spike in a public macadam road T-342 leading from traffic Route #10 Cochranville, said spike being the northeast corner of land of Robert Prouse; thence by said R. Prouse, north 81 degrees 41 minutes west (passing over an iron pin on the west side of said road), 200 feet to an iron pin in line of lands of Richard Davies; thence by said Richard Davies north 05 degrees 15 minutes east 237.80 feet to an iron pipe, thence extending south 81 degrees 41 minutes east (passing over an iron pin on the west side of next mentioned road) 200 feet to a point in a public macadam road T-342; thence by said road south 05 degrees 15 minutes west 237.80 feet to the point of beginning.

CONTAINING 1.09 acres of land, be the same more or less.

BEING Chester County Tax Parcel Number – 44-7-87-.2.

“B”

ALL THAT CERTAIN message, tenement and lot of land situate southwest of the Village of Cochranville, West Fallowfield Township, Chester County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner in the public road Township Route 342, a corner of land this day conveyed to Ivan S. and Hazel T. Bittle; thence along said road, south 05 degrees 15 minutes west, 200 feet to a corner, thence by remaining land of the grantors, of which this is a part, north 80 degrees 30 minutes west, 200 feet to a corner, thence north 05 degrees 15 minutes east, 200 feet to an iron pin; thence by land owned by William Bittle, south 05 degrees 30 minutes east, 200 feet to the place of beginning.

CONTAINING 40,000 square feet of land, be the same more or less, by a survey of June 24, 1958 by S. Pusey Morrison.

BEING Chester County Tax Parcel Number – 44-7-87-.3.

BEING known as: 750 Althouse Road, Cochranville, PA 19330

PROPERTY ID No.: 44-07-0087.030 & 44-07-0087.020

TITLE to said premises is vested in Dennis S. Russell by Deed from Dennis S. Russell and Marianne T. Russell, his wife dated 04/11/2003 recorded 04/11/2003 in Deed Book 5649 Page 657.

PLAINTIFF: Deutsche Bank National Trust Co

VS

DEFENDANT: **DENNIS S. RUSSELL**

SALE ADDRESS: 750 Althouse Rd., Cochranville, PA 19335

PLAINTIFF ATTORNEY: **ALAN MINATO, 856-669-5400**

**SALE NO. 11-7-496**

**Writ of Execution No. 11-00664**

**DEBT \$333,144.85**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, known as Lot No. 10 situate in the Township of Tredyffrin, County of Chester and State of Pennsylvania, which according to a survey made by Alva L. Rogers, Registered Land Surveyor, Ardmore, Pennsylvania, on April 11<sup>th</sup> A.D. 1927, is bounded and described as follows, to wit:

BEGINNING at a point in the middle of Orchard Lane (forty feet wide) said point is at the distance of one hundred ninetyeight feet and thirty-seven one hundredths of a foot measured south ten degrees fifty-seven minutes east along the middle of Orchard Lane from its intersection with the middle of Philadelphia and Lancaster Turnpike (50 feet wide), thence leaving Orchard Lane by Lot No. 9 now or late of Clarence J. Clark, north seventy-nine degrees three minutes east one hundred forty-two feet and seventy one-hundredths of a foot to a point; thence south twenty-four degrees twenty minutes east twentytwo feet and seventy-nine one hundredths of a foot; thence south nine degrees thirty-seven minutes east eight-eight feet and seventy-seven one-hundredths of a foot to a corner of Lot No. 11 belonging now or late to the Grantor; thence extending by Lot No. 11 north seventy-five degrees, seventeen minutes fourteen seconds west one hundred sixty-seven feet and forty one one-hundredths of a foot to a point in the middle line of Orchard Lane; thence along the middle of same the two following courses and distances: (1) on a line curving to the left

with a radius of fifty feet in the northeasterly direction the arc of twenty-two feet and forty one-hundredths of a foot to a point; (2) north ten degrees fifty-seven minutes west sixteen feet and fifty-five one-hundredths of a foot to the place of beginning.

CONTAINING eleven thousand two hundred square feet be the same more or less.

TITLE to said premises is vested in Lori Solinger and James H. Solinger, husband and wife, by Deed from Lori Solinger dated June 22, 2007 and recorded July 17, 2007 in Deed Book 7214, Page 419.

PREMISES being known as: 23 Orchard Lane, Berwyn, Pennsylvania 19312.

TAX I.D. #: 43-10K-0105

PLAINTIFF: Bank of America, National Association, et al

VS

DEFENDANT: **LORI & JAMES H. SOLINGER**

SALE ADDRESS: 23 Orchard Ln., Berwyn, PA 19312

PLAINTIFF ATTORNEY: **MARC WEISBERG, 215-790-1010**

**SALE NO. 11-7-497**

**Writ of Execution No. 11-03537**

**DEBT \$1,048,031.10**

ALL THAT CERTAIN tract, piece or parcel of land with the building and improvements thereon erected, situate in South Coventry Township, Chester County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the public road leading from Pottstown to Coventryville distant north 50 ¼ degrees east, 12.3 perches the center line intersection of Coventryville to Pottstown Road and a public road leading to Bucktown said point of beginning being in line of land of Nesley; thence along said land of Nesley north 62 degrees west 36.9 perches of land to a point a corner of land now or late of Mary Yergey; thence along same north 6 degrees east 25.6 perches to a point a corner of lands now or late of Clifton Haws; thence along the same south 75 degrees east 47.91 perches more or less to a point in line of land conveyed by Rosbong to Milton Stetler, et ux; thence along the same and other land of Milton Stetler, et ux south 40 ¾ degrees west 11.34 perches to a point a corner; thence still along land of Milton Stetler, et ux south 52 ¾ degrees east 1.2 perches to a point a corner of land now or late of Joseph Boder; thence along the same south 40 ¾ degrees west 12.12 perches to a point a corner; thence still along land of Joseph Boder south 52 ¾ degrees east 10 perches

es to a point in public road leading from Pottstown to Coventryville thence along the same south 40 ¾ degrees west 12.33 perches to the point or place of beginning.

UPI 20-2-45

PLAINTIFF: Plansee Holding AG  
VS

DEFENDANT: **GUNTHER VOLGGER aka GUENTER G. VOLGGER aka GUNTER G. VOLGGER, WIGPOL VERSICHERUNGS-UND, RUCKERVERSICHERUNGSMAKLER GMBH, and AUSTRALIAN AMERICAN GLOBAL SERVICES AG**

SALE ADDRESS: 3081 Coventryville Road, Pottstown, Pa. 19464

PLAINTIFF ATTORNEY: **ANDREW D. KLEIN, 215-988-2632**

**SALE NO. 11-7-498**

**Writ of Execution No. 11-00890**

**DEBT \$127,428.42**

ALL THAT CERTAIN lot or piece of ground situate in West Brandywine Township, Chester County, Pennsylvania, bounded and described according to a Final Subdivision Plan of "The Hills Over Pratts Dan", made by John E. Levitt Engineers, Inc. dated 6/12/1987 and filed in Plan #7484 as follows, to wit:

BEGINNING at a point on the westerly right of way line of Freedom Valley Circle (58 feet wide) said point being mutual corner of Lot 22 and Lot 21 (the herein described lot); thence leaving Freedom Valley Circle and along Lot 22 and crossing over a 15 feet wide sanitary sewer easement the two following courses and distances: (1) south 69 degrees 22 minutes 37 seconds west 322.00 feet and (2) south 89 degrees 07 minutes 34 seconds west 107.75 feet to a point in the West Branch Brandywine Creek; thence continuing in and along said creek north 02 degrees 54 minutes 20 seconds east 242.74 feet to a point a corner of Lot 20.; thence along Lot 20 north 87 degrees 02 minutes 54 seconds east 366.76 feet and crossing into a sanitary sewer easement to a point on the westerly right of way line of Freedom Valley Circle; thence along said right of way line of Freedom Valley Circle; thence along said right of way on the arc of a circle curving to the left having a radius of 436.35 feet the arc distance of 150.00 feet to the first mentioned point and place of beginning.

BEING Lot 21 on said Plan.

TITLE to said premises is vested in Karl F. Schneider by Deed from John R.

Newswanger and Anna Marie Newswanger dated January 15, 1993 and recorded January 19, 1993 in Deed Book 3466, Page 014, Instrument No. 004364.

PREMISES being known as: 127 Freedom Valley Circle, Coatesville, Pennsylvania 19320.

TAX I.D. #: 29-06-0059-210

PLAINTIFF: Flagstar Bank, FSB

VS

DEFENDANT: **JOYCE SCHNEIDER and KARL F. SCHNEIDER**

SALE ADDRESS: 127 Freedom Valley Circle, Coatesville, Pa. 19320

PLAINTIFF ATTORNEY: **TERRENCE J. McCABE, 215-790-1010**

**SALE NO. 11-7-499**

**Writ of Execution No. 11-01224**

**DEBT \$252,066.38**

ALL THAT CERTAIN lot or piece of ground situate in the Township of HoneyBrook, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a Final Record Plan for Fox Brooke" Phase 2, made by Howard W. Doran, Inc. Professional Engineers, Land Surveyors, P.O. Box 296 Newtown Square, PA 19073 (610)356-6306, dated 6/21/93, last revised 12/14/95. and recorded as Plan 14383, as follows, to wit:

BEGINNING at a point on the westerly side of Caitlin Court a corner of Lot 37, thence extending along same, south 65 degrees 14 minutes 00 seconds west 211.63 feet to a point in the line of Lot 39, thence extending along same, north 76 degrees 22 minutes 00 seconds west 17.48 feet to a point in the line of Lot 35, thence extending along same, north 16 degrees east 212.53 feet to a point on the southerly side of Caitlin Court, thence extending along same, south 74 degrees 00 minutes 00 seconds east 25.13 feet to a point of curve, thence extending along the arc of a circle curving to the right with a radius of 195.00 feet, the arc distance of 175.28 feet to the point of beginning.

BEING Lot 36 on said map.

CONTAINING 23,172 square feet.

TITLE to said premises is vested in Christopher Vandergeest and Cynthia Vandergeest, husband and wife by Deed from Christopher L. Herbst and Katherine A. Herbst dated June 28, 2002 and recorded July 5, 2002 in Deed Book 5322, Page 1954.

THE said Christopher Vandergeest has since departed this life on January 19, 2010 leaving the title vested in Cynthia Vandergeest.

PREMISES being known as: 215 Caitlin Court, Honey Brook, Pennsylvania 19344.

TAX I.D. #: 22-8-197

PLAINTIFF: U.S. Bank National Association, as Trustee for J.P. Morgan Mortgage Acquisition Corp. 2005-OPT1, Asset Backed Pass-Through Certificates, Series 2005-OPT1

VS

DEFENDANT: **CYNTHIA VANDERGEEST**

SALE ADDRESS: 215 Caitlin Court, Honey Brook, Pa. 19344

PLAINTIFF ATTORNEY: **TERRENCE J. McCABE, 215-790-1010**

**SALE NO. 11-7-500**

**Writ of Execution No. 11-00192**

**DEBT \$161,632.24**

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected, hereditaments and appurtenances, situate in the Township of Honeybrook, Chester County, and Commonwealth of Pennsylvania, bounded and described according to a Plan of "Byrdelle" made by Beldeman Associates, Professional Land Surveyors, Exton, PA, dated 6/1/1989, revised 10/04/1990 and recorded 9/15/1992 in Plan File #11770, as follows, to wit:

BEGINNING at a point on the south-easterly side of Goldfinch Lane (50 feet wide) and a corner of Lot 14 as on said Plan; thence extending along said Goldfinch Lane, the two following courses and distances: (1) thence extending south 82 degrees, 30 seconds east 30 feet to a point of tangent; (2) thence extending along a line curving right, having a radius of 175 feet, the arc distance of 60.20 feet to a point, a corner of Lot 16, thence extending along a line of Lot 16 south 11 degrees 43 minutes 03 seconds east 192.79 feet to a point in the bed of the Texas Eastern Gas Pipeline Company Right of Way, thence extending along bed of said right of way, the three following courses and distances: (1) north 82 degrees 30 seconds west 68 feet to a point; (2) continuing through the bed of same right of way, north 89 degrees 15 minutes 23 seconds west 14.88 feet to a point; (3) continuing further along same 86.73 feet to a point in said right of way, and a corner of Lot 14; thence extending along a line of Lot 14 and recrossing aforesaid right of way north 7 degrees 59 minutes 30 seconds east 182.19 feet to a point on the south-easterly side of Goldfinch Lane, and a corner of Lot 14, being the first mentioned point and place of beginning.

BEING Lot No. 15 on said Plan.

TITLE to said premises is vested in Randy A. Rhoads and Susan H. Rhoads, husband and wife, by Deed from D&F Projects, Inc., a Pennsylvania Corporation, dated November 29, 1993 and recorded December 1, 1993 in Deed Book 3668, Page 84.

PREMISES being known as: 112 Goldfinch Lane, Honey Brook, Pennsylvania 19344.

TAX I.D. #: 22-08-0070.150

PLAINTIFF: EverBank

VS

DEFENDANT: **RANDY A. RHOADS and SUSAN H. RHOADS**

SALE ADDRESS: 112 Goldfinch Lane, Honey Brook, Pa. 19344

PLAINTIFF ATTORNEY: **TERRENCE J. McCABE, 215-790-1010**

**SALE NO. 11-7-501**

**Writ of Execution No. 09-10919**

**DEBT \$94,868.41**

BY virtue of a Writ of Execution No. 09-10919

OWNER(S) of property situate in the Borough of Avondale, Chester County, Pennsylvania, being 120 East 2<sup>nd</sup> Street a/k/a 120 Second Street, Avondale, PA 19311-1190

UPI No. 4-1-152

IMPROVEMENTS thereon: residential dwelling

JUDGMENT amount: \$94,868.41

PLAINTIFF: GMAC Mortgage, LLC

VS

DEFENDANT: **CASEY J. ESKRIDGE**

SALE ADDRESS: 120 East 2<sup>nd</sup>. Street a/k/a 120 Second Street, Avondale, Pa. 19311-1190

PLAINTIFF ATTORNEY: **ALLISON F. WELLS, 215-563-7000**

**SALE NO. 11-7-502**

**Writ of Execution No. 10-07765**

**DEBT \$198,921.81**

ALL THAT CERTAIN message and lot or tract of land, situate in the Village of Toughkenamon, in the Township of New Garden, County of Chester, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin in the middle of the Newark Road, Thence along the middle of the said road, north 6-1/2 degrees west, 74 feet 4 inches to an iron pin; thence by land of Morris

and Clara M. Wilson north 83-1/2 degrees east 90 feet 3 inches to a stake and south 19-1/4 degrees east 51 feet to an iron pin in the middle of Temperance Street; thence along the middle of said Temperance Street, south 74 3/4 degrees west 113 feet 9 inches to the place of beginning.

CONTAINING 6,680 of land, be the same more or less.

EXCEPTING thereout and therefrom all that certain parcel of land which William H. Smith, widower, by Deed dated April 27, 1965 and recorded in the Office for the Recording of Deeds in and for Chester County, Pennsylvania, in Deed Book L-36 Page 717, granted and conveyed unto the Township of New Garden, its successors and assigns, as follows, to wit:

ALL THAT CERTAIN parcel of land, situate in the village of Toughkenamon, New Garden Township, Chester County, Pennsylvania, as shown on the construction plans for the reconstruction of Newark Road, dated March 16, 1965, and being more fully described as follows:

BEGINNING at a point of intersection of the east legal right of way line of Newark Road (LR 15036) with the north legal right of way line of Main Street; thence from said point of beginning and along the north legal right of way line of Main Street north 67 degrees 22 minutes 00 seconds east to a point of 16.5 feet of baseline station 0+27; thence along and through land of the grantor, of which this was a part, along a curve to the right having a radius of 14.25 feet, to a point in the east legal right of way line of Newark Road, said point being 16.5 feet right of Centerline Station 13+48.5; thence along the east legal right of way line of Newark Road south 09 degrees 40 minutes 40 seconds east to the point of beginning.

CONTAINING 19 square feet of land be the same more or less.

UPI # 60-1Q-22

TITLE to said premises is vested in Jose R. Rodriguez, Sr. and J. Bertha Rodriguez, h/w, by Deed from Jose R. Rodriguez and J. Bertha Rodriguez, n/k/a J. Bertha Rodriguez, h/w, dated 04/26/2006, recorded 05/01/2006 in Book 6828, Page 1647.

BEING known as the premises of 1150 Newark Road, Toughkenamon, PA 19374-1032

RESIDENTIAL property

SEIZED in execution as the property of J. Bertha Rodriguez and Jose R. Rodriguez, Sr on No.: 10-07765

PLAINTIFF: US Bank, N.A., as Trustee for RASC 2006-EMX8

VS

DEFENDANT: **J. BERTHA**

**RODRIGUEZ a/k/a BERTHA RODRIGUEZ  
and JOSE R. RODRIGUEZ, SR.**

SALE ADDRESS: 1150 Newark Road,  
Toughkenamon, Pa. 19374-1032

PLAINTIFF ATTORNEY: **ALLISON  
F. WELLS, 215-563-7000**

**SALE NO. 11-7-503  
Writ of Execution No. 10-12063  
DEBT \$160,620.04**

BY virtue of a Writ of Execution No.  
10-12063

OWNER(S) of property situate in  
Sadsbury Township, Chester County,  
Pennsylvania, being 46 West Maple Avenue,  
Coatesville, PA 19320-1613

UPI No. 37-2-18.2

IMPROVEMENTS thereon: residential  
dwelling

JUDGMENT amount: \$160,620.04

PLAINTIFF: Sovereign Bank

VS

DEFENDANT: **KRISTOPHER W.  
MASTRANIA and ERICA E. MASTRIANIA**

SALE ADDRESS: 46 West Maple  
Avenue, Coatesville, Pa. 19320-1613

PLAINTIFF ATTORNEY: **DANIEL  
G. SCHMIEG, 215-563-7000**

**SALE NO. 11-7-504  
Writ of Execution No. 10-15026  
DEBT \$307,364.10**

BY virtue of a Writ of Execution No.  
2010-15026

OWNER(S) of property situate in the  
Township of West Vincent, Chester County,  
Pennsylvania, being 1659 Sawmill Road, Spring  
City, PA 19475-9527

UPI No. 25-3-80

IMPROVEMENTS thereon: residential  
dwelling

JUDGMENT amount: \$307,364.10

PLAINTIFF: GMAC Mortgage, LLC

VS

DEFENDANT: **MELISSA  
YOVANOV a/k/a MILISSA S. YOVANOV**

SALE ADDRESS: 1650 Sawmill  
Road, Spring City, Pa. 19475-9527

PLAINTIFF ATTORNEY: **MICHELE  
M. BRADFORD, 215-563-7000**

**SALE NO. 11-7-505  
Writ of Execution No. 10-15667  
DEBT \$269,488.06**

BY virtue of a Writ of Execution No.  
10-15667

OWNER(S) of property situate in the  
Easttown Township, Chester County,  
Pennsylvania, being 48 Knox Avenue, Berwyn, PA  
19312-1765

UPI No. 55-2L-120

IMPROVEMENTS thereon: residential  
dwelling

JUDGMENT amount: \$269,488.06

PLAINTIFF: GMAC Mortgage, LLC

VS

DEFENDANT: **CARLTON SMITH  
and SANDRA SMITH**

SALE ADDRESS: 48 Knox Avenue,  
Berwyn, Pa. 19312-1765

PLAINTIFF ATTORNEY: **ALLISON  
F. WELLS, 215-563-7000**

**SALE NO. 11-7-506  
Writ of Execution No. 10-12282  
DEBT \$562,293.74**

BY virtue of a Writ of Execution No.  
10-12282

OWNER(S) of property situate in the  
Township of Westtown, Chester County,  
Pennsylvania, being 1016 Robin Drive, West  
Chester, PA 19382-7620

UPI No. 67-2R-34

IMPROVEMENTS thereon: residential  
dwelling

JUDGMENT amount: \$562,293.74

PLAINTIFF: GMAC Mortgage LLC,  
S/I/I to GMAC Mortgage Corporation

VS

DEFENDANT: **DAVID MORGAN  
a/k/a DAVID M. MORGAN and LAUREN  
MORGAN**

SALE ADDRESS: 1016 Robin Drive,  
West Chester, PA 19382

PLAINTIFF ATTORNEY: **DANIEL  
G. SCHMIEG, 215-563-7000**

**SALE NO. 11-7-507  
Writ of Execution No. 10-07911  
DEBT \$113,533.60**

BY virtue of a Writ of Execution No.  
10-07911

OWNER(S) of property situate in the  
Borough of West Grove, Chester County,



Pennsylvania, being 117 Railroad Avenue Unit A-3, West Grove, PA 19390-1238

UPI No. 5-4-602

IMPROVEMENTS thereon: residential dwelling

JUDGMENT amount: \$113,533.60

PLAINTIFF: Sovereign Bank

VS

DEFENDANT: **ANTHONY**

**RODRIGUEZ**

SALE ADDRESS: 117 Railroad Avenue, Unit A-3, West Grove, Pa. 19390-1238

PLAINTIFF ATTORNEY: **DANIEL G. SCHMIEG, 215-563-7000**

**SALE NO. 11-7-508**

**Writ of Execution No. 10-15444**

**DEBT \$338,677.65**

BY virtue of a Writ of Execution No. 10-15444

OWNER(S) of property situate in the Township of East Caln, Chester County, Pennsylvania, being 287 South Woodmont Drive, Downingtown, PA 19335-5318

UPI No. 40-2E-13

IMPROVEMENTS thereon: residential dwelling

JUDGMENT amount: \$338,677.65

PLAINTIFF: Wells Fargo Bank, N.A.

VS

DEFENDANT: **RYAN B. BENNETT and JOY R. BENNETT**

SALE ADDRESS: 287 South Woodmont Drive, Downingtown, Pa. 19335

PLAINTIFF ATTORNEY: **DANIEL G. SCHMIEG, 215-563-7000**

**SALE NO. 11-7-509**

**Writ of Execution No. 11-00145**

**DEBT \$235,418.69**

BY virtue of a Writ of Execution No. 11-00145

OWNER(S) of property situate in the Township of East Brandywine, Chester County, Pennsylvania, being 316 Jefferies Road, a/k/a 316 Jefferis Road, Downingtown, PA 19335-1035

UPI No. 30-2-27.7

IMPROVEMENTS thereon: residential dwelling

JUDGMENT amount: \$235,418.69

PLAINTIFF: Wells Fargo Bank, N.A., S/B/M Wells Fargo Home Mortgage, Inc.

VS

DEFENDANT: **MARY ELLEN GARDNER**

SALE ADDRESS: 316 Jefferies Road, Downingtown, Pa. 19335-1035

PLAINTIFF ATTORNEY: **WILLIAM E. MILLER, 215-563-7000**

**SALE NO. 11-7-510**

**Writ of Execution No. 08-07315**

**DEBT \$329,141.10**

ALL THAT CERTAIN lot or piece of ground located in the Township of West Caln, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a preliminary subdivision Plan of Briar Knoll, made by Stapelton and Leisey, Professional Land Surveyors, Coatesville, PA as follows, to wit:

BEGINNING at a point on the northern right of way line of Telegraph Road (T-435) said point being a mutual corner of lands now or late of Maria Elena Teresa Wingo Vandunk and Lot 1 (the herein described Lot); thence along said right of way south eighty nine degrees thirty three minutes forty seconds west 201.03 feet to a point a corner of Lot 2; thence along Lot 2 north zero degrees thirty three minutes sixteen seconds west 302.49 feet to a point in line of Lot 4; thence along Lot 4 north eighty nine degrees twenty six minutes forty four seconds east 200.00 feet to a point in line of land of Maria Elena Teresa Wingo Vandunk; thence along said lands south zero degrees forty five minutes zero seconds east 302.89 feet to the first mentioned point and place of beginning.

BEING Lot 1 on said Plan.

CONTAINING 1.393 acres.

BEING known as: 689 Telegraph Road, Coatesville, PA 19320

PROPERTY ID No.: 28-03-0024.080

TITLE to said premises is vested in Christine Andrulonis by Deed from Stephen E. Miller dated 06/09/2006 recorded 06/27/2006 in Deed Book 6882 Page 526.

PLAINTIFF: Deutsche Bank Trust Company Americas, as Trustee and Custodian for Soundview Home Loan Trust 2006-EQ1 by: Saxon Mortgage Services, Inc. as its attorney-in-fact

VS

DEFENDANT: **CHRISTINE ANDRULONIS**

SALE ADDRESS: 689 Telegraph Road, Coatesville, Pa. 19320

PLAINTIFF ATTORNEY: **MARK J. UDREN, 856-669-5400**

**SALE NO. 11-7-512**



**Writ of Execution No. 09-04642  
DEBT \$225,214.67**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon, situate in Caln Township, Chester County, Pennsylvania as shown on Plan of Subdivision for Hidden Forrest made by Henry S. Conrey, Inc., Division of Chester Valley Engineers, dated July 6, 1986 and last revised December 7, 1984 and recorded as Plan No. 5391 and 5392 as more fully described, as follows, to wit:

BEGINNING at a point on the southerly side of Morgan Drive East (50 feet wide), said point also marking a corner of Lot No. 78 on said Plan; thence

1. FROM said beginning point along the southerly side of Morgan Drive East, south 85 degrees 14 minutes 49 seconds east, 75 feet to a point, thence

2. ALONG Lot No. 76 on said Plan, south 04 degrees 45 minutes 11 seconds west 106.67 feet to a point; thence

3. NORTH 85 degrees 14 minutes 49 seconds west, 75 feet to a point; thence

4. ALONG Lot 78 on said Plan, north 04 degrees 45 minutes 11 seconds east, 106.67 feet to the first mentioned point and place of beginning

BEING Lot 77 on said Plan.

BEING known as 619 Morgan Drive East, Coatesville, PA 19320

TAX Parcel Number: 39-04E-0332

RESIDENTIAL dwelling

PLAINTIFF: U.S. Bank National Association as Trustee under Pooling and Servicing Agreement dated as of September 1, 2005 Wachovia Mortgage Loan Trust Mortgage Loan Asset-Backed Certificates, Series 2005-WMC1

VS

DEFENDANT: **JOSEPH CARBONI and CHRISTINE A. CARBONI**

SALE ADDRESS: 619 Morgan Drive East, Coatesville, Pa. 19320

PLAINTIFF ATTORNEY: **PATRICK J. WESNER, 856-482-1400**

**SALE NO. 11-7-513  
Writ of Execution No. 10-05716  
DEBT \$257,160.84**

ALL THAT CERTAIN unit or parcel of ground with the buildings and improvements thereon erected, hereditaments and appurtenances, situate in the Township of Uwchlan, County of Chester and Commonwealth of Pennsylvania,

described and shown on title Plan of Liongate, Bridgewater Court, made by Henry S. Conrey, Inc., Division of Chester Valley Engineers, Inc., Paoli, PA, dated 6/07/1983 and recorded 6/15/1983 in Chester County as Plan No. 4416 and designated as Unit No. 2203.

UNDER and subject to Declaration of Covenants and Easements of Liongate as set forth in Deed recorded in Miscellaneous Deed Book 504 Page 445; Amendment to Declaration of Covenants and Easements as record in Miscellaneous Deed Book 515 Page 315.

TOGETHER with the free and common use, right, liberty and privilege of all walkways, pavements, parking areas, playground areas and streets or avenues, as shown on Plan of Liongate recorded in Chester County as Plan No. 4416, as a means of ingress, egress and regress from the property herein described, to the said playground areas, parking areas, streets or avenues, in common with the other owners, tenants and occupiers of other lots or tract of ground in the said plan of Liongate.

BEING Tax ID #33-2-276

BEING the same premises which Bryan R. Williams and Carol A. Magagna, by her attorney-in-fact David Charles Magagna, by Deed dated December 23, 1991 and recorded in the Office of the Recorder of Deeds of Chester County on January 21, 1992 in Deed Book Volume 2755, Page 320, granted and conveyed unto Valerie L. Earll.

PLAINTIFF: U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC4

VS

DEFENDANT: **VALERIE L. EARLL**  
SALE ADDRESS: 2203 Bridgewater Court, Chester Springs, Pa. 19425

PLAINTIFF ATTORNEY: **KRISTINE M. ANTHOU, 412-281-7650**



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*The Official Legal Publication for Chester County*

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