

Adams County Legal Journal

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SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1255 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 6th day of March, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL that tract of land situate in Straban Township, Adams County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in the center of the state highway leading from Gettysburg to Harrisburg at corner of land now or formerly of Otis H. Abbey; thence by said land now or formerly of Otis H. Abbey, South 57-1/4 degrees East, 215 feet to an iron pin; thence by land now or formerly of W. Earle Buohl, South 32-3/4 degrees West, 100 feet to a point; thence

by land now or formerly of W. Earle Buohl, North 57-1/4 degrees West, 215 feet to a point in the center of the aforementioned state highway; thence in the center of said state highway, North 32-3/4 degrees East, 100 feet to a point, the place of BEGINNING, CONTAINING 75 perches and 81 square feet.

The foregoing description was obtained from a draft of a survey made by P.S. Orner, County Surveyor, on May 26, 1950.

TITLE TO SAID PREMISES IS VESTED IN Manuel Sanchez-Zarraga and Rebecca C. Sanchez, h/w, as tenants by the entireties, by Deed from Manuel Otero and Carmen R. Otero, h/w, dated 09/10/1998, recorded 09/15/1998 in Book 1661, Page 109.

Tax Parcel: (38) G 10-0021-000

Premises Being: 2265 Old Harrisburg Road, Gettysburg, PA 17325

SEIZED and taken into execution as the property of **Manuel Sanchez-**

Zarraga & Rebecca C. Sanchez and to be sold by me.

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

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on March 27, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

As soon as the property is declared sold to the highest bidder 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

1/30, 2/6 & 13

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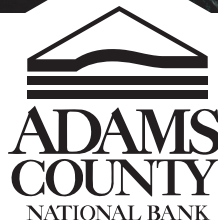
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SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 03-S-380 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 13th day of February, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL those described 4 tracts of land described lot of ground, with improvements thereon erected, situate in Franklin Township, Adams County, Pennsylvania, bounded and described as follows:

TRACT NO. 1: BEGINNING at a stone for a corner on the South side of a public road running from Route 234 to Cashtown near a pine tree; thence running on the south side of the said public road South 70 degrees West, 83 feet to a point on land now or formerly of Ernest Saum North 15-1/2 degrees West, 278.3 feet to a stone corner; thence running by land now or formerly of George McDannell North 82-1/2 degrees East, 140.5 feet to a stone corner; thence running by land now or formerly of Gilbert Bucher's heirs South 2-1/2 degrees East, 256.50 feet to a stone, the place of BEGINNING, CONTAINING 108 perches.

TRACT NO. 2: BEGINNING at a point in Township Road T-364 at other lands now or formerly of Ernest Saum; thence by lands now or formerly of Saum and passing through a reference iron pin set back 37 feet from the place of beginning North 07 degrees 18 minutes West, 271.50 feet to a steel pin at lands now or formerly of Paul McDannell; thence by lands now or formerly of Paul McDannell North 87 degrees 54 minutes East 90.87 feet to a steel pin at lands now or formerly of Donald Coldsmith; thence by lands now or formerly of Coldsmith and passing through a reference steel pin 26 feet from the terminus of their call South 07 degrees 30 minutes East, 265.65 feet to a point in Township Road T-364; thence in said Township Road South 84 degrees 12 minutes West, 91.45 feet to a point at the place of BEGINNING, CONTAINING 24,426 square feet, neat measure.

TRACT NO. 3: BEGINNING at a nail in the center of Township Road T-364 at corner of lands now or formerly of Robert

W. Prater; thence running in the center of said Township Road T-364, North 69 degrees 16 minutes 30 seconds West, 82.21 feet to a point in the center of said road; thence continuing in the center of said road, North 39 degrees 34 minutes 45 seconds West, 78.81 feet to a point in the center of said road; thence continuing in the center of said road, North 17 degrees 24 minutes 10 seconds West, 160.05 feet to a point in the center of said road at corner of lands now or formerly of Hazel C. McDannell; thence along said McDannell lands, North 80 degrees 57 minutes 25 seconds East, 108.67 feet to an iron pin at corner of lands now or formerly of Robert W. Prater; thence along said Prater lands, South 14 degrees 36 minutes 20 seconds East, through an iron pin set back 40.96 feet from the end of this course, 268.31 feet to a nail in the center of Township Road T-364, the point and place of BEGINNING, CONTAINING 0.543 acres.

The above description was taken from a draft of survey prepared by Richard W. Boyer, R.S. of Boyer Surveys, Biglerville, Adams County, Pennsylvania, dated 12/19/1978 the said draft of survey is recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania in Plat Book 27, Page 4, the above described tract being designated as Lot No. 1.

TRACT NO. 4: BEGINNING at a railroad spike in the center line of New Road T-364 at corner of Lot No. 1 on the draft of survey hereinafter referred to; thence along Lot No. 1, North 71 degrees 05 minutes 10 seconds East, passing through a reference pipe 25.00 feet from the beginning of this course, 642.47 feet to a pipe at land now or formerly of Thomas Reeve; thence by same South 32 degrees 30 minutes 50 seconds East, 136.21 feet to an existing pipe and stones at lands now or formerly of Elizabeth R. McClellan; thence by same South 60 degrees 32 minutes 24 seconds West, 355.00 feet to an existing iron pin at land now or formerly of Robert W. Prater; thence by same South 76 degrees 16 minutes 43 seconds West, 235.17 feet to an existing pin at land now or formerly of David Stewart; thence by same South 76 degrees 15 minutes 55 seconds West, 108.71 feet to an existing nail in the center line of New Road T-364 aforesaid; thence in the center line of

such road North 13 degrees 05 minutes 00 seconds West, 167.14 feet to a railroad spike, the place of BEGINNING, CONTAINING 2.670 acres. The above description was taken from a draft of survey prepared by Richard W. Boyer, Adams County Surveyor, dated March 5, 1980 recorded in Plat Book 34, at page 61, the above described tract being designated as Lot No. 2.

Being Known As: 788 New Road, Orttanna, PA 17353

Property ID No.: (12) C09-0032

TITLE TO SAID PREMISES IS VESTED IN Raymond B. Williams, Sr. and Candy S. Williams, husband and wife by Deed from Gerald H. Deighton, single person, by his attorney in fact, Edward G. Puhl and Harry J. Blaisdell, single person, by his attorney in fact, Edward G. Puhl dated 3/31/00 recorded 4/17/00 in Deed Book 2032 Page 136.

SEIZED and taken into execution as the property of **Raymond B. Williams, Sr. & Candy S. Williams** and to be sold by me.

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

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on March 6, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

As soon as the property is declared sold to the highest bidder 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

1/16, 23 & 30

MATA VS. DALTON ET AL
Continued from last issue (1/23/2009)

It is clear that this Agreement had an integration clause, which is strong evidence that this contract is fully integrated, thereby rendering parol evidence inadmissible, unless some exception exists. “Once a writing is determined to be the parties’ entire contract, the parol evidence rule applies and evidence of any previous oral or written negotiations or agreements involving the same subject matter as the contract is always inadmissible to explain or vary the terms of the contract.” *Yocca*, 854 A.2d at 437. Therefore, unless some exception applies the alleged statements made by Dalton to Plaintiffs concerning the builder of the home are barred by the parol evidence rule.

One exception to the general rule is that parol evidence may be introduced to vary a fully integrated writing where a party avers that a term was omitted because of fraud, accident, or mistake. *Id.* Plaintiffs have not pled accident or mistake therefore that is not at issue. Plaintiffs have pleaded negligent misrepresentation. Negligent misrepresentation is traditionally an action in tort and therefore one would expect that the parol evidence rule would not be applicable. However, our courts have not conclusively established whether parol evidence is admissible in a negligent misrepresentation matter.

This idea was first addressed by Superior Court in *Rempel v. Nationwide Life Ins. Co., Inc.*, 323 A.2d 193 (1974), *aff’d* 370 A.2d 366 (1977). In that case, the widow of an insured’s life insurance policy brought a tort and contract action against the insurance company and its agent, claiming the agent either fraudulently or negligently misrepresented the terms of the policy. *Id.* at 194. After the disputed policy was purchased, an agent of a competitor of the insurance company informed the insured that he could receive the same mortgage protection and \$5000 in whole life coverage for a few dollars more a month. *Id.* The insured went back to his insurance company and asked if they had the same plan. *Id.* His insurance company issued him a \$5,000 whole life policy. *Id.* When the insured died, his wife contacted the agent who told her she would receive approximately \$16,000 (the balance on the mortgage, \$11,100 plus the value of the whole life insurance). *Id.* A few days later she received word that she would only be receiving \$10,400. *Id.*

At trial the widow wanted to testify that the agent had indicated to her husband that he could secure the desired policy for “a few dollars

more.” *Id.* Defendant argued that this evidence was barred by the parol evidence rule while the widow argued that the testimony was admissible because it was not offered to vary the terms of the policy, but instead to show the agent had committed the tort of negligence misrepresentation. *Id.* at 195. The trial court directed a verdict for plaintiff on her assumpsit action, and the jury returned a verdict for plaintiff on the tort action. *Id.* Superior Court affirmed the trial court’s ruling, finding that the representation of the agent was offered to show he committed the tort of negligent misrepresentation, not to alter, vary, or contradict the terms of the agreement, and therefore the parol evidence rule was not applicable.

Supreme Court affirmed, holding “[i]n reality this was a request for reformation of the policy as it should have been written. When reformation is sought, oral testimony is permitted in misrepresentation cases and in breach of contract cases.” *Rempel v. Nationwide Life Insurance Co.*, 370 A.2d 366, 370 (1977). A plurality of the Court held “[w]hether or not the parol evidence rule should be inapplicable in all misrepresentation cases is an issue we need not now decide.” *Id.* “[T]he court affirmed the Superior Court without deciding the issue of whether the parol evidence rule was inapplicable in a negligent misrepresentation case. Thus, the Superior Court’s conclusion with regard to that issue has become dictum.” *Sturm v. Humber*, 15 Pa. D. & C.4th 33, 38 (Northampton Co. 1992).

In *LeDonne v. Kessler*, 389 A.2d 1123 (Pa. Super. 1978), the court refused to apply the parol evidence rule to bar testimony concerning fraudulent misrepresentation by a home seller when the complained of condition was not readily discoverable by the purchaser. Concerning *Rempel*, the court stated:

Appellants have not contended at any time that the parol evidence rule does not apply to this suit because they have sued in trespass rather than assumpsit...In *Rempel*...[o]ur court held that the parol evidence rule did not apply when a party sued in trespass rather than assumpsit. On appeal our Supreme Court affirmed. A plurality of the court per Manderino, J., noted, but did not decide, the issue of the parol evidence’s rule’s applicability in trespass cases...An insurance case such as *Rempel* may well be sui generis and of limited precedential value

in a case involving parties of equal bargaining power and sophistication. Without a lower court's consideration of *Rempel's* reach and the assistance of briefs by opposing counsel, it would be inadvisable to consider this issue *sua sponte*."

Id. at 1132 n. 11.

In 1992, Judge Freedberg of the Northampton County Court of Common Pleas embraced the opportunity to address this matter at length and found that "...*Rempel* may not be applicable in a case such as the instant one involving a purchaser and seller of equal bargaining power. Thus, we accept the Superior Court's invitation to explore the reach of *Rempel* in a case such as this one, and the applicability of the parol evidence rule in a negligent misrepresentation case involving an integrated written agreement." *Sturm*, 15 Pa. D. & C.4th at 39. In that case plaintiffs (buyers) alleged that defendants (sellers) fraudulently and negligently misrepresented the condition of the house purchased. *Id.* at 34. Judge Freedberg reasoned there were two schools of thought on this issue: "...in negligent misrepresentation cases involving an integrated written contract, parol evidence is admissible because the evidence is not used to alter the terms of the contract, but rather is used to prove the elements of the tort of negligent misrepresentation." *Id.* at 40 (citations omitted); and the second was the logic espoused by the dissent in *Rempel*, "[w]here the agreement is absolute and certain on its face, the parol evidence rule cannot be circumvented merely by changing the form of the action from assumpsit to one based upon negligent misrepresentation." *Id.* at 41 (citing *Rempel*, 323 A.2d at 197 (Jacobs, J., dissenting)).

Judge Freedberg found that the tort/contract distinction is irreconcilable with the doctrine of freedom of contract. *Id.* at 42. The Court held:

The conclusion reached by those states [one's finding a distinction] is based on a hollow distinction which allows a party to gain the benefit of an integration clause without any of the attendant risks. By limiting or waiving one's right to rely on oral representations made, a party is able to gain more in a transaction. However, after accepting the "better bargain" and receiving its benefits, an injured party is allowed to acknowledge the same representation he expressly disavowed in order to receive those

benefits. In other words, the tort/contract distinction renders the contract a nullity. If the parties are willing to enter a bargain freely and agree to sacrifice certain rights and allocate the risks, they should be prepared to accept those risks and fulfill their promises in addition to enjoying the fruits of their agreement. Otherwise, contracts are rendered worthless, and one can no longer choose the duties he is willing to accept. Rather, those duties will be imposed upon him. Such a result should not be favored in a free society.

...

Thus, we hold that parol evidence is inadmissible to prove the tort of negligent misrepresentation where the parties have entered into an integrated contract which expressly states that the agreement is not entered into as a result of any oral representations.

Id. at 42-43.

Thus, it appears that the several Pennsylvania courts addressing the issue have not strictly applied the parol evidence rule in cases involving the sale of residential real property where oral representations are made regarding the condition of the property (see *LeDonne*), or where an insured is pursuing a claim based on statements made by an insurance representative but not included in the policy. *Half v. Metropolitan Life Ins. Co.*, 65 Pa. D. & C.4th 246, 258 (Allegheny Co. 2003). Neither of these situations are present here.

I find the reasoning of Judge Freedberg in Northampton County to be persuasive. A party should not be permitted to escape the restrictions of the Parol Evidence rule by asserting a tort claim when in reality the party is seeking a breach of contract remedy. Furthermore, because Plaintiffs, in their brief, never contended that this was a tort action and argued an exception to the parol evidence rule, rather than arguing it did not apply, I find that the parol evidence rule is applicable to this matter. Further, Plaintiffs acknowledge that their action is one of fraud in the inducement,³ a contract action.

Plaintiffs are asserting fraud to support admission of the alleged oral misrepresentations. The general rule is that where alleged oral

³See Plaintiff's Memorandum: "...for the proposition that in a fraud in the inducement case (such as asserted by the Matas)..." Plaintiffs' Memo pg. 4.

representations concern a subject specifically addressed in the written contract, and the written contract covers or purports to cover the entire agreement, mere allegations of fraud will not make parol evidence admissible. *Blumenstock v. Gibson*, 811 A.2d 1029, 1036 (Pa. Super. 2003) (citing *Bardwell v. Willis Co.*, 100 A.2d 102, 104 (1953)). “*Bardwell* has been interpreted to mean that parol evidence of representations is inadmissible as to a matter covered by a written agreement with an integration clause unless the parties agree that those representations would be added to the written agreement but they were omitted because of fraud.” *Id.* This situation is referred to as “fraud in the execution.” *Id.* Here, the agreement clearly provides that the Plaintiffs were not purchasing the property based upon representations made by “any broker.” Therefore those representations Plaintiffs are trying to have admitted into evidence were clearly addressed in the agreement by the integration clause.

Unlike a “fraud in the execution” case, where one party claims that representations were fraudulently omitted from the agreement, Plaintiffs’ claim is one of “fraud in the inducement,”⁴ asserting that representations were fraudulently made and that “but for them” they never would have entered the agreement. *Id.*

Pennsylvania case law makes a distinction between barring parol evidence to vary the terms of the agreement and admitting parol evidence to prove fraud in the inducement. (citation omitted). In the latter case, the theory holds that since fraud induced the agreement, no valid agreement came into being and parol evidence is admissible to show that the alleged agreement is void. *Id.* Nevertheless, the case law clearly holds that a party cannot justifiably rely upon prior oral representations yet sign a contract denying the existence of those representations. (citation omitted).

Id. Plaintiffs have signed a contract denying the existence of prior oral representations. Paragraph 20 clearly states that Plaintiffs agree they were not relying on any prior oral representations and to the extent any were made, they were to be expressly included in the agreement. It is hard to imagine a clearer example of a plaintiff claiming to have relied upon a prior oral statement but nevertheless

⁴See # 3.

signing an agreement denying it exists. “Thus, in a case of fraud in the inducement, parol evidence is inadmissible where the contract contains terms that deny the existence of representations regarding the subject matter of the alleged fraud. But when the contract contains no such term denying the existence of such representations, parol evidence is admissible to show fraud in the inducement.” *Youndt v. First National Bank of Port Allegany*, 868 A.2d 539, 546 (Pa. Super. 2005). Here the contract clearly denies the existence of such representations.

As stated earlier, Plaintiffs rely on the balancing test established by the Supreme Court in *LeDonne*. The *LeDonne* line of cases has become known as the “real estate inspection” cases. *Blumenstock*, 811 A.2d at 1036. These cases involve written agreements for the sale of real property, usually residential, containing integration clauses. *Id.* Despite the integration clauses, Pennsylvania courts have sometimes allowed evidence of oral representations to be admitted. *Id.*

The test enunciated for this type of case, as stated by the *LeDonne* court, requires a balancing of the extent of the parties’ knowledge of objectionable conditions derived from a reasonable inspection against the extent of the coverage of the contract’s integration clause in order to determine whether that party could justifiably rely upon oral representations without insisting upon further contractual protection or the deletion of an overly broad integration clause.

Id. at 1037. As stated above, the *LeDonne* case dealt with a situation where oral representations were made about a condition on the property that was not readily ascertainable. That is not the case sub judice. The matter complained of here did not pertain to hidden defects in the condition of the property or residence; rather it pertained to who actually built the residence. This information was as readily ascertainable by Plaintiffs through an inspection of public records or other inquiry as it was by Defendants. In *Bowman v. Meadow Ridge, Inc.*, 615 A.2d 755 (Pa. Super. 1992), the plaintiffs (buyers) brought suit against defendants (seller’s agent acting through seller’s real estate broker) contending defendants intentionally and fraudulently misrepresented to them that they were purchasing the residence for the lowest possible price. *Id.* at 757. Plaintiffs later discovered that the same model

had previously sold for less. The court found that absent reliance on the alleged misrepresentation, there can be no fraud action brought against the maker of the statement. *Id.* at 758. There, plaintiffs specifically represented in the contract that they did not rely upon any representation made by the seller or seller's agents. *Id.* Plaintiffs argued that since they were fraudulently induced into purchasing the property, the parol evidence rule was inapplicable. *Id.* In applying the test laid out in *LeDonne* the court held:

Appellants specifically represented in the contract that they did not rely upon any "representation" or "promotional activity" of the seller's agents. Whether Starke's representation concerning the price of the house was true was readily ascertainable before the purchase was completed. All appellants needed to do was check the public record as to the prices for which the same model homes had sold.

Id. at 759.

The same situation exists in the present matter. Although this contract was for the purchase of a residential home, where a court has more leeway in applying the parol evidence rule than if this were a commercial matter, I find that the alleged misrepresentation was of a fact readily ascertainable by an inspection of the public or other records. It did not involve a misrepresentation as to the physical condition of the home otherwise difficult to ascertain, as in the *LeDonne* line of cases. Furthermore, Plaintiffs signed an agreement that they did not rely on any representation made by any broker.

Finally, I address Plaintiffs' claim in their brief that Defendants, as agent and real estate broker for Plaintiffs, cannot assert a parol evidence rule defense because they were not parties to the contract. In *Bowman*, the court allowed the seller's agent to assert the parol evidence rule defense because, even though he was not a party to the contract, the buyers specifically stated in the contract that they did not rely on any representations of the agent. *Id.* at 758. The court found that such a disclaimer destroyed the allegations of reliance on the part of plaintiffs. *Id.* The Court further held that "logic dictates that if the seller may enforce the integration clause, his agent should also be permitted to enforce the disclaimer. To rule otherwise would permit appellants, in an action against the seller's agents, to allege

that they relied upon the representations of the seller's agents, while, in an action against the seller, such allegations would be barred." *Id.* Pennsylvania courts have not determined whether this same standard applies when a buyer's agent is asserting the parol evidence rule defense to a misrepresentation claim brought by the buyer. We do not need to decide that issue here because just as in *Bowman*, Plaintiffs expressly stated that they did not rely upon representations made by any broker (including their broker) and such an acknowledgment destroys the averment in Plaintiffs' complaint that they relied upon the representation. Therefore, Plaintiffs cannot establish that their reliance was justifiable.⁵

Accordingly, Defendants' Motion for Judgment on the Pleadings is granted. Count II of the Second Amended Complaint is dismissed.

ORDER

AND NOW, this 27th day of March, 2008, for the reasons set forth in the attached Opinion, Defendants Charles Dalton and Century 21 Mountain View Realty's Motion for Judgment on the Pleadings filed December 4, 2007 is granted. Count II of the Second Amended Complaint is hereby dismissed.

⁵ A lay person reading this Opinion could cast a jaundiced eye at the law for permitting a buyer's agent to escape potential liability for his own alleged misconduct by being allowed to hide behind the shield of contractual language which he should know reads to the detriment of his client. One engaging the services of a professional to help guide him through the search for and negotiations leading up to the purchase of a home has expectations that the agent will be acting in his best interest. It might be argued that a buyer's agent has a duty to alert his client to the pitfalls of an integration clause and, knowingly failing to do so, violates fiduciary responsibilities. The Court is not suggesting that Plaintiffs could ultimately establish a breach of that duty in this case nor do we have to address that issue. Plaintiffs have chosen the legal theory they are advancing in this litigation and they have not pursued breach of that duty to which I refer.

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1091 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 13th day of February, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL the following described tract of land situate, lying, and being in the Borough of Abbottstown, Adams County, Pennsylvania, further bounded and limited as follows, to wit:

BEGINNING for a corner at a point on the Northerly edge of Heights Court at the Southeastern most corner of Lot No. 17 as shown on the hereinafter referred to subdivision plan; thence along said Lot No. 17 and also along Lot No. 17-A, North 32 degrees, 24 minutes, 58 seconds West 153.88 feet to a point at lands now or formerly of Bernard J. Krichten as shown on the hereinafter referred to subdivision plan; thence along said last mentioned lands now or formerly of Bernard J. Krichten, North 88 degrees, 46 minutes, 13 seconds East, 202.28 feet to a point at Lot No. 10-A on the hereinafter referred to subdivision plan; thence along said Lot No. 10-A, South 11 degrees, 02 minutes, 07 seconds East 17.18 feet to a point at Lot No. 15 on the hereinafter referred to subdivision plan; thence along said Lot No. 15, South 31 degrees, 05 minutes, 24 seconds West, 136.36 feet to a point on the aforesaid Northerly edge of Heights Court; thence in and along the Northerly edge of Heights Court by a curve to the left having a radius of 50 feet, the long chord of which is South 89 degrees, 20 minutes, 13 seconds West, 52.63 feet for an arc distance of 55.42 feet to the point and place of BEGINNING, CONTAINING 17,329 square feet.

Being known and numbered as 21 Heights Court, Abbottstown, PA 17301.

BEING the same premises which Mark A. Wallen and Julie A. Wallen, husband and wife, by Deed dated April 27, 2005 and recorded April 29, 2005 in and for Adams County, Pennsylvania, in Deed Book Volume 3949, Page 239, granted and conveyed unto Kevin Black and Karen Black.

Parcel No # (01) 004-0113

SEIZED and taken into execution as the property of **Kevin Black & Karen Black** and to be sold by me.

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

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on March 6, 2009, and

distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

As soon as the property is declared sold to the highest bidder 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

1/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-357 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 13th day of February, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL that certain piece, parcel or tract of land, together with the improvements thereon erected, situate, lying and being in Union Township, Adams County, Pennsylvania, more particularly bounded, limited and described as follows, to wit:

BEGINNING for a point along the westerly right-of-way line of Meadowview Drive at Lot No. 42; thence along said Lot No. 42 and Lot No. 41 North 61 degrees 34 minutes 38 seconds West, 177.07 feet to a point at Lot No. 259; thence along said Lot No. 259 North 35 degrees 53 minutes 53 seconds East, 106.41 feet to a point along the southerly right-of-way line of the Ashfield Court cul-de-sac; thence along the southerly right-of-way line of the Ashfield Court cul-de-sac by a curve to the left which has a radius of 60.00 feet, an arc distance of 64.34 feet, the long chord of which is South 84 degrees 49 minutes 25 seconds East, 61.30 feet to a point; thence continuing along the southerly right-of-way line of Ashfield Court by a curve to the right which has a radius of 25.00 feet, an arc distance of 23.55 feet, the long chord of which is South 88 degrees 33 minutes 41 seconds East, 22.69 feet to a point; thence continuing along same South 61 degrees 34 minutes 38 seconds East, 78.68 feet to a point at the intersection of Ashfield Court and Meadowview Drive; thence along the intersection of Ashfield Court and Meadowview Drive by a curve to the right which has a radius of 8.00 feet, an arc distance of 12.57 feet the long chord of which is South 16 degrees 34 minutes 38 seconds East, 11.31 feet to a point along the westerly right-of-way line of Meadowview Drive; thence along the westerly right-of-way line of Meadowview

Drive South 28 degrees 25 minutes 22 seconds West, 132.00 feet to a point, the place of BEGINNING, CONTAINING 21,896 square feet and being identified as Lot No. 260 on the final subdivision plan of Phase VI, Meadowview Estates, which plan is recorded in the Adams County Recorder of Deeds Office in Plat Book 88, page 77.

IT BEING Tract No. 10 of those ten tracts of land which Lynn Lee Construction Co., Inc., a Maryland corporation, by deed dated August 1, 2005 and recorded August 8, 2005 in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania, in Record Book 4075 at page 34, granted and conveyed unto J. A. Myers Building & Development, Inc., a Pennsylvania corporation, Grantor herein.

UNDER AND SUBJECT, NEVERTHELESS, to any restrictions, easements, building setback lines, notes, covenants and conditions as may be shown on subdivision plan recorded in Adams County Plat Book 88, page 77.

UNDER AND SUBJECT, ALSO to the Declaration of Restrictions recorded in the Adams County Recorder of Deeds Office in Record Book 4031 at page 137 (erroneously stated as Record Book 1661 at page 225 in prior deed of conveyance).

TITLE TO SAID PREMISES IS VESTED IN J. A. Myers Building & Development, Inc., a Pennsylvania Corporation, by Deed from Lynn Lee Construction Co., Inc., a Maryland Corporation, dated 08/01/2005, recorded 08/08/2005, in Deed Book 4075, page 34.

Tax Parcel: (41) 003-0179-000

Premises Being: 4 Ashfield Court, Littlestown, PA 17340

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

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

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on March 6, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

As soon as the property is declared sold to the highest bidder 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

1/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1205 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 13th day of February, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL THAT LOT of ground situate, lying and being along the State Highway leading from Bonneauville to Two Taverns in Bonneauville Borough, Adams County, Pennsylvania, which is bounded and described as follows:

BEGINNING at a point in the center of the state highway aforesaid at lands of Harold Noble, said point is South thirty-two and one-fourth (32-1/4) degrees West one hundred eighty (180) feet from another point, which last mentioned point is in the center of the state highway aforesaid at land of Francis V. Staub; thence by lands of said Harold Noble through an iron pin on the East side of said state highway South fifty-seven and three-fourths (57-3/4) degrees East one hundred seventy-five (175) feet to an iron pin at other land of the grantor, thence by said lands South thirty-two and one-fourth (32-1/4) degrees West one hundred (100) feet to an iron pin at other land of the grantor thence by said lands North II fifty-seven and three-fourths (57-3/4) degrees West one hundred seventy-five (175) feet through an iron pin on the East side of the state highway to a point in the center of said state highway; thence by the center of said state highway North thirty-two and one-fourth (32-1/4) degrees East one hundred (100) feet to a point, the place of BEGINNING.

BEING THE SAME PREMISES which Martin David Seymore, also known as Martin David Seymore, Sr. and Hilda Marie Seymore, husband and wife, by Indenture (dated 06-01-92 and recorded 06-04-92 in the office of the Recorder of Deeds in and for the County of Adams in Deed Book 629. Page 508, granted and conveyed unto Marcia D. Seymore, single.

BEING KNOWN AS: 9 Locust Street, Gettysburg, PA 17325

PARCEL NO. (06) 008-0006

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

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

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on March 6, 2009, and distribution will be made in accordance with said schedule, unless exceptions are

filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

As soon as the property is declared sold to the highest bidder 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

1/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1226 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 13th day of February, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL that certain piece, parcel or tract of land, together with the improvements thereon erected, situate, lying and being in the Borough of Bonneauville, Adams County, Pennsylvania more particularly bounded, limited and described as follows, to wit:

BEGINNING at a point along the right-of-way line of Bonnielfield Circle, a fifty (50) feet wide right-of-way, and corner of Lot No. 28 on the hereinafter referred to subdivision plan; thence along Lot No. 28, North forty-six (46) degrees thirteen (13) minutes thirty-one (31) seconds West, one hundred ten and zero hundredths (110.00) feet to a point along line of lands now or formerly of late of John E. and Reba F. Biemiller; thence along said lands now or formerly of late of John E. and Reba F. Biemiller, North forty-three (43) degrees forty-six (46) minutes twenty-nine (29) seconds East, seventy-five and zero hundredths (75.00) feet to a point at corner of Lot No. 30 of the hereinafter referred to subdivision plan; thence along Lot No. 30, South forty-six (46) degrees thirteen (13) minutes thirty-one (31) seconds East, one hundred ten and zero hundredths (110.00) feet to a point along the right-of-way line of Bonnielfield Circle aforesaid; thence along the right-of-way line of Bonnielfield Circle, South forty-three (43) degrees forty-six (46) minutes twenty-nine (29) seconds West, seventy-five and zero hundredths (75.00) feet to the point and place of BEGINNING. (CONTAINING 8,250.00 square feet and being Lot No. 29 on Final Plan of Bonnielfield, prepared by Edward H. Richardson Associated, Inc., dated February 26, 1976, File No. G-006, which said subdivision plan is recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania, in Plan Book 9, page 241.

UNDER AND SUBJECT, NEVERTHELESS, to all restrictions, easements, rights-of-way and covenants of record.

TAX PARCEL #: 6-9-43

Property Address: 20 Bonnielfield Circle, Gettysburg, PA 17325

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

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

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on March 6, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

As soon as the property is declared sold to the highest bidder 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

1/16, 23 & 30

NOTICE BY THE ADAMS COUNTY
CLERK OF COURTS

NOTICE IS HEREBY GIVEN to all heirs, legatees and other persons concerned that the following accounts with statements of proposed distribution filed therewith have been filed in the Office of the Adams County Clerk of Courts and will be presented to the Court of Common Pleas of Adams County—Orphan's Court, Gettysburg, Pennsylvania, for confirmation of accounts entering decrees of distribution on Tuesday, February 3, 2009 at 9:00 a.m.

SCHWEIER—Orphan's Court Action Number OC-121-2008. The First and Final Account of Larry H. Eader, Executor of the Estate of Mae E. Schweier, late of the Borough of Littlestown, Adams County, Pennsylvania, deceased.

Kelly A. Lawver
Clerk of Courts

1/23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 07-TL-551 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 20th day of February, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL that tract of land situate, lying and being in Franklin Township, Adams County, Pennsylvania, bounded and described as follows:

BEGINNING at a point near the center line of the Orttanna Road (SR3011), at corner of Lot 21 depicted in and upon the below mentioned draft of survey and final subdivision plan; thence crossing and leaving said Orttanna Road (sr3011), and through a 5/8" rebar set 25.00 feet from the beginning of this course, and by said Lot 27, South 87 degrees 30 minutes 00 seconds East, 1,012.07 feet to a 5/8" rebar set at corner of said Lot 27, on line of lands now or formerly of Abdolreza Banan and Gertrude D. Conway; thence by said lands now or formerly of Abdolreza Banan and Gertrude D. Conway, North 20 degrees 28 minutes 30 seconds West, 132.09 feet to a 5/8 rebar set at corner of Lot 29, depicted in and upon the below-mentioned draft of survey and final subdivision plan, on line of said lands now or formerly of Abdolreza Banan and Gertrude D. Conway; thence by said Lot 29, and through a 5/8" rebar set 25.00 feet back from the end of this course, North 87 degrees 30 minutes 00 seconds East, 1,052.83 feet to a point near the center line of the Orttanna Road (SR3011), at corner of said Lot 29; thence in and along said Orttanna Road (SR3011), South 02 degrees 30 minutes 00 seconds East, 125.64 feet to a point near the center line, of the Orttanna Road (SR3011), at corner of Lot 27 depicted in and upon the below mentioned draft of survey and final subdivision plan, the point and place of BEGINNING, CONTAINING 2.978 Acres.

The above description was taken from a draft of survey and final subdivision plan, dated October 2, 1989, by Robert A. Sharrah, P.L.S., which draft of survey and final subdivision plan is recorded in the Office of the Recorder of Deeds in Adams County, Pennsylvania, the above described tract of land is labeled as Lot 28 in and upon said draft of survey and final subdivision plan.

Being the same which Stanley B. Wolf and E. LaVaughne Wolf, husband and wife, by deed dated the 9th day of April, 1990 and recorded in the Office of the Recorder of Adams County, Pennsylvania in Record Book 551 at page 1076,

conveyed unto Roger E. Tissue and Carol A. Tissue, husband and wife, the grantors herein.

SUBJECT, NEVERTHELESS, to the restrictions, etc. as mentioned in the above recited deed.

Tax Parcel (12) C 11-0100

Premises Being: 1015 Orttanna Road, Orttanna, PA 17353

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

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

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on March 13, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

As soon as the property is declared sold to the highest bidder 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

1/30, 2/6 & 13

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-714 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 6th day of March, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL that lot of ground situate on the Southwest side of Prince Street in the Borough of Littlestown, Adams County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stake at the property line on the southwest side of Prince Street at lands now or formerly of James R. Erb, said point being North twenty-nine (29) degrees forty-two (42) minutes West, thirty-five and five-tenths (30.5) feet to another point, the last mentioned point being at the intersection of the property line on the Southwest side of Prince Street with the property line on the Northwest side of an alley; thence along the property line on the Southwest side of Prince Street South twenty-nine (29) degrees forty-two (42) minutes East, thirty and five-tenths (30.5) feet to a point at the intersection of the property line aforesaid with the Northwest side of said alley; thence along the Northwest side of said alley South fifty-nine (59) degrees

thirty-two (32) minutes West, one hundred (100.00) feet to a point at the intersection of said property line on the Northeast side of a twenty (20.00) foot wide public alley; thence along property line of the Northeast side of said alley North twenty-nine (29) degrees forty-two (42) minutes West, thirty-one and nine-tenths (31.9) feet to a point at lands now or formerly of James R. Erb, aforesaid; thence by said lands North sixty (60) degrees eighteen (18) minutes East, one hundred (100.00) feet to a stake, the place of BEGINNING.

TITLE TO SAID PREMISES IS VESTED IN Bryan Lee K. Bowen and Kelly L. Bowen, as tenants by the entireties, by Deed from Keith A. Cawmer, married and Tony K. Youngbar, married, dated 01/09/2007, recorded 02/16/2007, in Deed Book 4742, page 303.

Tax Parcel: 27-005-0064-000

Premises Being: 312 Prince Street, Littlestown, PA 17340

SEIZED and taken into execution as the property of **Bryan Lee K. Bowen a/k/a Bryan Lee Keoni Bowen & Kelly L. Bowen a/k/a Kelly Lynn Bowen** and to be sold by me.

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

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on March 27, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

As soon as the property is declared sold to the highest bidder 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

1/30, 2/6 & 13

INCORPORATION NOTICE

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

The name of the proposed corporation which has been organized under the Nonprofit Corporation Law of 1988 adopted December 21, 1988, P.L. 1444, No. 177, §103, as amended, is **TOSSED AND FOUND CAT SANCTUARY OF GETTYSBURG, INC.**

G. Steven McKonley
Solicitor

1/30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1324 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 6th day of March, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL that tract of land situate, lying and being in Franklin Township, Adams County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in the center of Township Road T-351 at the South eastern corner of Lot No. 11, now or formerly owned by Olmer B. Spence and Virgie Spence, husband and wife: thence by said Lot No. 11 and through a steel pin located 35 feet from the beginning point, North 3 degrees 45 minutes 18 seconds West, 280 feet to a steel pin: thence by land now or formerly of Olmer B. Spence, Clark B. Spence and Edward W. Spence, copartners, trading as SPECO, North 86 degrees 14 minutes 42 seconds East, 100 feet to a steel pin: thence by Lot No. 13, now or formerly of Stephen L. Rebert and Susan K. Rebert, husband and wife, South 3 degrees 45 minutes 18 seconds East, 279.82 feet through a steel pin set back 35 feet from the end of this course to a point in the center of said Township Road T-351: thence in and along the center of said Township Road T-351, South 85 degrees 33 minutes 19 seconds West, 60 feet to a point in the center of said Township Road: thence continuing in the center of said Township Road, South 86 degrees 14 minutes 42 seconds West, 40 feet to the point in the center of said Township Road T-351, the place of BEGINNING. CONTAINING 27,978 Square Feet.

Being Known As: 249 Poplar Springs Road, Orrtanna, PA 17353

Tax Parcel 12-C-11-56

SEIZED and taken into execution as the property of **Loretta Sue Bromwell** and to be sold by me.

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

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on March 27, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

As soon as the property is declared sold to the highest bidder 20% of the purchase price or all of the cost,

whichever may be the higher, shall be paid forthwith to the Sheriff.

1/30, 2/6 & 13

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-985 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 6th day of March, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL that certain lot or piece of ground situate in Liberty Township, County of Adams, Commonwealth of Pennsylvania, more particularly bounded and described as follows:

Tract No.1:

BEGINNING at a point in the center of Township Road T-3 11 at lands now or formerly of Paul B. Dern; thence by said lands and through a steel pin set 30 feet on the line, North 28 degrees 30 minutes West, 230 feet to a steel pin; thence continuing by said lands, North 61 degrees 30 minutes East, 100 feet to a steel pin at Parcel A; thence by said Parcel A, South 28 degrees 30 minutes East, 230 feet to a point in the center of said Township Road T-3 11; thence in said Township Road, South 61 degrees 30 minutes West, 100 feet to the place of BEGINNING.

The above description was taken from a draft of survey dated December 6, 1968, as prepared by J. H. Rife, R.E.

Tract No. 2:

BEGINNING at a point in Township Road T-3 11 at other lands now or formerly of Joseph P. Savage; thence in said Township Road, South 61 degrees 30 minutes West, 102.20 feet to a point at land now or formerly of John Sanders; thence by said lands, North 86 degrees West, 91.45 feet to a point; thence continuing by said lands, North 8 degrees 3 minutes 2 seconds East, 229 feet to a point; thence continuing by said lands, North 61 degrees 30 minutes East, 42 feet to other lands now or formerly of Joseph F. Savage; thence by said lands, South 28 degrees 30 minutes East, 230 feet to the place of BEGINNING.

TITLE TO SAID PREMISES IS VESTED IN Randy L. Dewees, by Deed from Ellen C. Savage, widow, joined by Thomas E. Savage, Joseph P. Savage, and Mary Ellen Towns, who are signing to release any equitable interest in this transfer, dated 03/24/2006, recorded 04/03/2006 in Book 4365, Page 134.

Tax Parcel: 25-C 18-0011-000

Premises Being: 69 Steelman Marker Road, Fairfield, PA 17320

SEIZED and taken into execution as the property of **Randy L. Dewees** and to be sold by me.

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

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on March 27, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

As soon as the property is declared sold to the highest bidder 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

1/30, 2/6 & 13

INCORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania for the purposes of obtaining a Certificate of Incorporation pursuant to the provisions of the Nonprofit Corporation Law of the Commonwealth of Pennsylvania, Act of December 21, 1988 (P.L. 1444, No. 177).

The name of the corporation is: **GIFTS FOUNDATION, INC.**

John A. Wolfe, Esq.
Wolfe & Rice, LLC
47 West High Street
Gettysburg, PA 17325
(717) 337-3754

1/30

DISSOLUTION NOTICE

NOTICE IS HEREBY GIVEN that the shareholders and directors of MASON DIXON BUSINESS FORMS, INC., a Pennsylvania corporation, with an address at 185 Chapel Road, Hanover, Pennsylvania 17331, have approved a proposal that the corporation voluntarily dissolve, and that the Board of Directors is now engaged in winding up and settling the affairs of the corporation under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended, and the Corporation is about to file Articles of Dissolution with the Department of State of the Commonwealth of Pennsylvania.

Guthrie, Nonemaker, Yingst & Hart
Solicitors

1/30

ESTATE NOTICES

NOTICE IS HEREBY GIVEN that in the estates of the decedents set forth below the Register of Wills has granted letters, testamentary or of administration, to the persons named. All persons having claims or demands against said estates are requested to make known the same, and all persons indebted to said estates are requested to make payment without delay to the executors or administrators or their attorneys named below.

FIRST PUBLICATION**ESTATE OF MARY JANE ARENTZ, DEC'D**

Late of Conewago Township, Adams County, Pennsylvania

Co-Executrices: Carol Ann Gastley, 130 East Elm Avenue, Hanover, PA 17331; Lisa Jane McIntyre, 174 Seneca Drive, Hanover, PA 17331

Attorney: Stonesifer and Kelley, P.C., 209 Broadway, Hanover, PA 17331

ESTATE OF AGNES L. RAU, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Administratrix C.T.A.: Elinor Albright Rebert, Esq., 515 Carlisle Street, Hanover, PA 17331

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

SECOND PUBLICATION**ESTATE OF GUY A. BECHTEL, JR., DEC'D**

Late of the Borough of Abbottstown, Adams County, Pennsylvania

Executor: Guy A. Bechtel, Sr., c/o Thomas B. Sponaugle, Esq., 110 South Northern Way, York, PA 17402

Attorney: Thomas B. Sponaugle, Esq., 110 South Northern Way, York, PA 17402

ESTATE OF MARIANNE BUSHMAN, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Executrix: Nancy Spalding, 744 Sunset Avenue, Gettysburg, PA 17325

Attorney: John R. White, Esq., Campbell & White, P.C., 112 Baltimore St., Gettysburg, PA 17325

ESTATE OF WINNEMORE S. DUBS, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Gordon J. Dubs, 1658 Art Dr., Hanover, PA 17331

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

ESTATE OF DORIS E. FORD, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: Andrew C. Ford, 301 Church Road, Orrtanna, PA 17353

Attorney: Gary E. Hartman, Esq., Hartman & Yannetti, Attorneys at Law, 126 Baltimore Street, Gettysburg, PA 17325

ESTATE OF ROBERT C. WEAVER, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Executrix: Rita C. Klunk, 1098 Kohler Mill Rd., New Oxford, PA 17350

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

ESTATE OF CATHERINE E. YANTIS, DEC'D

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Executors: Elizabeth Y. Diehl, 134 Hahn Rd., Westminster, MD 21157; William C. Yantis, 520 Mt. Misery Rd., New Oxford, PA 17350

Attorney: James T. Yingst, Esq., Guthrie, Nonemaker, Yingst & Hart, 40 York Street, Hanover, PA 17331

THIRD PUBLICATION**ESTATE OF RUTH E. ALDRICH, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Carole A. McCleery, 8 Sycamore Terrace, Palm Coast, FL 32137

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

ESTATE OF ANGELA C. ECKERT, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Co-Executors: Richard Patrick Eckert, Lawrence H. Eckert III and Pamela A. Jones, c/o Fenstermacher and Associates, P.C., 5115 East Trindle Road, Mechanicsburg, PA 17050

Attorney: John R. Fenstermacher, Esq., Fenstermacher and Associates, P.C., 5115 East Trindle Road, Mechanicsburg, PA 17050

ESTATE OF JAMES HARTMAN a/k/a JAMES M. HARTMAN, JR., DEC'D

Late of Tyrone Township, Adams County, Pennsylvania

Executrix: Pamela Gomez, 2787 Heidlersburg Rd., Gettysburg, PA 17325

Attorney: James T. Yingst, Esq., Guthrie, Nonemaker, Yingst & Hart, 40 York Street, Hanover, PA 17331

ESTATE OF ALBERT C. LONG, II a/k/a ALBERT C. LONG a/k/a ALBERT LONG, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Co-Executors: Albert C. Long, II and Linda McKain-Klocker, c/o Samuel A. Gates, Esq., Gates & Gates, P.C., 250 York Street, Hanover, PA 17331

Attorney: Samuel A. Gates, Esq., Gates & Gates, P.C., 250 York Street, Hanover, PA 17331

ESTATE OF JOHN DOUGLAS MILLER, DEC'D

Late of Hamiltonban Township, Adams County, Pennsylvania

Charlene Levesque Miller, c/o Matthew R. Battersby, Esq., Battersby Law Office, P.O. Box 215, Fairfield, PA 17320

Attorney: Matthew R. Battersby, Esq., Battersby Law Office, P.O. Box 215, Fairfield, PA 17320

ESTATE OF MARY E. MILLER, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Dale H. Miller, c/o Elinor Albright Rebert, Esq., 515 Carlisle Street, Hanover, PA 17331

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

ESTATE OF NOVA R. ROHRBAUGH, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executors: Machree M. Baumgardner, 3704 Baumgardner Road, Hanover, PA 17331; Marlet R. Rohrbaugh, 5659 Lischys Church Road, Spring Grove, PA 17362

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

ESTATE OF JAMIE MATTHEW SMELTZER, DEC'D

Late of Reading Township, Adams County, Pennsylvania

Administrator: Andrea L. Smeltzer, c/o Samuel A. Gates, Esq., Gates & Gates, P.C., 250 York Street, Hanover, PA 17331

Attorney: Samuel A. Gates, Esq., Gates & Gates, P.C., 250 York Street, Hanover, PA 17331

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1399 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 6th day of March, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL THAT CERTAIN described tract of Land, situate, lying and being in McSherrystown Borough, Adams County, Pennsylvania, bounded and described as follows:

BEGINNING for a corner of the south side North Street at lands now or formerly of Pius Slagle thence along said lands, South one hundred fifty-eight (158) feet to North Alley; thence along the same lands in a northerly direction thirty (30) feet to lands now or formerly of Alice M. Weaver; thence along lands now or formerly of the said Alice M. Weaver, North one hundred fifty-eight (158) feet to North Street aforesaid; thence along the said North Street, East thirty (30) feet to the place of BEGINNING.

IT BEING the same premises which Lester L. Kipps, Jr. and Madeline M. Kipps, husband and wife, by their Deed dated December 14, 2001 and recorded in the Adams County Recorder of Deeds Office on December 19, 2001 in Land Record Book 2501, Page 296, granted and conveyed unto Rebecca J. Keating who has since married and is now known as Rebecca J. Cameron and now joined by her husband Ronald R. Cameron, Jr. as Grantors herein.

UNDER AND SUBJECT, NEVERTHELESS, to the same conditions, restrictions exceptions and reservations as exist by virtue of prior recorded instruments, deeds and conveyances.

TITLE TO SAID PREMISES IS VESTED IN Mark Wade and Donna Kuhn, both single adults as joint tenants with Rights of Survivorship by Deed from Rebecca J. Keating now known as Rebecca J. Cameron and Ronald R. Cameron, Jr., wife and husband dated 3/24/05 Recorded 3/29/05 in Deed Book 3911 Page 138.

Being Known As: 518 North Street, McSherrystown, PA 17344

Property ID No.: (28) 05-0149

SEIZED and taken into execution as the property of **Mark A. Wade & Donna J. Kuhn** and to be sold by me.

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

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on March 27, 2009, and distribution will be made in

accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

As soon as the property is declared sold to the highest bidder 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

1/30, 2/6 & 13

CERTIFICATE OF ORGANIZATION

NOTICE IS HEREBY GIVEN that a Certificate of Organization – Domestic Limited Liability Company was filed with the Commonwealth of Pennsylvania, Department of State, in Harrisburg, Pennsylvania, on January 16, 2009, under the provisions of the Pennsylvania Limited Liability Company Law of 1994 as amended.

The name of the Limited Liability Company is SMITH & SONS FARM, LLC.

Smith & Sons Farm, LLC has as its purpose the engaging in all lawful business for which limited liability companies may be organized.

Arthur J. Becker, Jr., Esq.
Attorney for Smith & Sons Farm, LLC

1/30

INCORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on October 22, 2008, for the purpose of obtaining a charter of a Nonprofit Corporation organized under the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania. The name of the corporation is: DONALD AND AMY SMITH JR. FAMILY FOUNDATION, INC.

The corporation is organized for the following purposes: exclusively for charitable, literary, scientific, religious and educational purposes under Section 501 (c)(3) of the Internal Revenue Code of 1986 (the "Code"), as the same may be amended or modified or replaced by any future United States internal revenue law.

Reed Smith LLP, Solicitors
2500 One Liberty Place
1650 Market Street
Philadelphia, PA 19103-7301

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JAG ATTORNEY POSITIONS
AVAILABLE

Opportunities are available for those wishing to serve the Commonwealth of Pennsylvania and their country on a part-time basis as an officer in the Judge Advocate General Corps of the Pennsylvania Army National Guard. Anyone that is a member of the Pennsylvania Bar, forty years old or younger and in good physical condition can apply. The benefits of serving are numerous. If interested in finding out more please contact MAJ Frank McGovern, Administrative Law Attorney, 56th Stryker Brigade, PA Army National Guard at frankjmcgovern@msn.com.

1/30, 2/6 & 13

NOTICE

NOTICE IS HEREBY GIVEN that HEATHER ENTWISTLE ROBERTS, ESQUIRE, intends to apply in open court for admission to the Bar of the Court of Common Pleas of Adams County, Pennsylvania, on the 2nd day of March, 2009, and that she intends to practice law in the Law Office of Pyle & Entwistle, 66 West Middle Street, Gettysburg, Adams County, Pennsylvania 17325.

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