

# Adams County Legal Journal

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JUAN BRONCANO-DAMIAN

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NOTICE

NOTICE IS HEREBY GIVEN that CAROLINE APRAHAMIAN, ESQUIRE, intends to apply in open court for admission to the Bar of the Court of Common Pleas of Adams County, Pennsylvania, on the 10th day of December, 2021, and that she intends to practice law as an Assistant District Attorney in the Office of the District Attorney, County of Adams, 117 Baltimore Street, Gettysburg, Pennsylvania.

10/22, 10/29, & 11/5

NOTICE

NOTICE IS HEREBY GIVEN that SARA MILLER, ESQUIRE, intends to apply in open court for admission to the Bar of the Court of Common Pleas of Adams County, Pennsylvania, on the 10th day of December, 2021, and that she intends to practice law as an Assistant District Attorney in the Office of the District Attorney, County of Adams, 117 Baltimore Street, Gettysburg, Pennsylvania.

10/22, 10/29, & 11/5



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FALLING CREEK INVESTMENTS, INC. VS.  
JUAN BRONCANO-DAMIAN

1. Plaintiff alleges that it scheduled a closing for September 11, 2017, but was informed by Defendant's real estate agent that Defendant refused to close and would not sell the property to Plaintiff. Plaintiff filed a Complaint for anticipatory breach of the terms of the contract and sought specific performance or, in the alternative, damages for the alleged breach.

2. On December 26, 2018, more than a year after Plaintiff filed its Amended Complaint, Plaintiff filed a Petition for Allowance to File a Second Amended Complaint for the purpose of substituting a different version of the Agreement to the Complaint. The Court denied Plaintiff's Petition.

3. In his Motion for Summary Judgment, Defendant argues that he is entitled to summary judgment on Plaintiff's claims because the record contains insufficient evidence for Plaintiff to make out a prima facie cause of action.

4. Summary judgment is only appropriate where the pleadings, depositions, answers to interrogatories, omissions and affidavits, and other materials demonstrate that there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law.

5. Defendant claims that, according to the Agreement's express terms, "settlement was to be within 60 days from the signing of the contract." However, paragraph 4(A) of the Agreement, titled "Settlement and Possession," plainly states that settlement was to be 60 days from the end of contingency period or before if Buyer and Seller did not agree."

6. Paragraph 12 of the Agreement, titled "Buyer's Due Diligence/Inspections," includes a list of inspection contingencies that the buyer may choose to elect or waive by initialing on the respective line beside each inspection. Neither the "elected" nor "waived" signature lines of each inspection are initialed by the buyer.

7. The absence of buyer's initials under Paragraph 12(C) cannot be interpreted as uncontroverted evidence of the buyer's intent to waive those inspection contingencies. Even if we assume that Plaintiff waived the inspection contingencies under Paragraph 12, the Agreement contains contingencies in several of its other paragraphs.

8. Clearly there remains a genuine issue as to which version of the Agreement was the final executed contract

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY,  
PENNSYLVANIA, 2017-S-1017, FALLING CREEK  
INVESTMENTS, INC. VS. JUAN BRONCANO-DAMIAN.

Marshall E. Anders, Esquire, Attorney for Plaintiff  
Roger R. Laguna, Jr., Esquire, Attorney for Defendant.  
Campbell, Thomas R., October 6, 2021

## OPINION

Before this Court is Defendant's Motion for Summary Judgment filed March 16, 2021. For the reasons stated herein, the attached Order denying Defendant's Motion for Summary Judgment is entered.

This cause of action arises out of a contract between Plaintiff, Falling Creek Investments, Inc., and Defendant, Juan Broncano-Damian, for Plaintiff's purchase of real property owned by Defendant. Multiple versions of an Agreement of Sale ("Agreement") passed between the two parties prior to the execution of a final version on February 6, 2017. Plaintiff alleges that it scheduled a closing for September 11, 2017 but was informed by Defendant's real estate agent that Defendant refused to close and would not sell the property to Plaintiff. **Pl.'s Am. Compl. 3.**

Plaintiff filed a Complaint against Defendant on September 14, 2017, for Defendant's alleged anticipatory breach of the terms of the contract and seeking specific performance<sup>1</sup> or, in the alternative, damages for the alleged breach.<sup>2</sup>

Plaintiff attached one version of the Agreement to its initial Complaint and then subsequently attached the same version to its Amended Complaint filed on October 2, 2017. On December 26, 2018, more than a year after Plaintiff filed its Amended Complaint, Plaintiff filed a Petition for Allowance to File a Second Amended Complaint for the purpose of substituting a different version of the Agreement to the Complaint. This Court denied Plaintiff's Petition. The parties conducted discovery, which included depositions of both Plaintiff's real estate agent and Defendant.

Defendant filed his Motion for Summary Judgment on March 16, 2021. Oral Argument on Defendant's Motion for Summary Judgment was held on September 16, 2021.

In his Motion for Summary Judgment, Defendant argues that he is entitled to summary judgment on Plaintiff's claims because the record contains insufficient evidence for Plaintiff to make out a prima facie cause of action. In sum, Defendant argues that the four corners of the parties' contract and testimony by Plaintiff's real estate agent establish that there is no issue to be submitted to a jury, and he is therefore entitled to judgment as a matter of law.

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<sup>1</sup> Count I of Plaintiff's Amended Complaint.

<sup>2</sup> Count II of Plaintiff's Amended Complaint.

Under the Pennsylvania Rules of Civil Procedure, a court may enter summary judgment when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. **Pa. R. Civ. P. 1035.2; Strine v. Commonwealth**, 894 A.2d 733, 737 (Pa. 2006). Summary judgment is only appropriate where the pleadings, depositions, answers to interrogatories, omissions and affidavits, and other materials demonstrate that there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. **Roche v. Ugly Duckling Car Sales, Inc.**, 879 A.2d 785, 789 (Pa. Super. 2005) (quotations and citations omitted). The burden of demonstrating the lack of any genuine issue of material fact falls upon the moving party, and, in ruling on the motion, the court must consider the record in the light most favorable to the non-moving party. **Id.**

However, where a motion for summary judgment has been supported with depositions, answers to interrogatories, or affidavits, the non-moving party may not rest on the mere allegations or denials in its pleadings. **Accu-Weather, Inc. v. Prospect Commc'ns Inc.**, 644 A.2d 1251, 1254 (Pa. Super. 1994). Rather, the non-moving party must by affidavit or in some other way provided for within the Rules of Civil Procedure, set forth specific facts showing that a genuine issue of material fact exists. **Id.** Summary judgment is only appropriate in those cases which are free and clear from doubt. **McConnaughey v. Bldg. Components, Inc.**, 637 A.2d 1331, 1333 (Pa. 1994).

Plaintiff's cause of action against Defendant is for Defendant's alleged anticipatory breach of the real estate contract that was executed on February 6, 2017. To constitute an anticipatory breach under Pennsylvania law, there must be "an absolute and unequivocal refusal to perform or a distinct and positive statement of an inability to do so." **2401 Pa. Ave. Corp. v. Fed'n of Jewish Agencies of Greater Phil.**, 489 A.2d 733, 736 (Pa. 1985). The parties agree that prior to the scheduled closing on September 11, 2017, Defendant notified Plaintiff that he would refuse to sell the property. **Pl.'s Am. Compl. ¶ 7; Def.'s Answer to Pl.'s Am. Compl. ¶ 7.** Defendant's act of informing Plaintiff of his refusal to sell clearly constitutes an "absolute and unequivocal refusal to perform." However, a valid contract must exist in order for a party to anticipatorily breach a contract. Here, the parties do not dispute that a contract was formed on February 6, 2017. They do, however, dispute whether the terms of

the Agreement allowed for settlement on September 11, 2017, or whether settlement must have occurred within 60 days after the execution of the contract. The parties also dispute which version of the Agreement is the final executed contract.

Defendant argues in his Motion for Summary Judgment that the Agreement attached to Plaintiff's Amended Complaint establishes that the Defendant was excused from performance under the Agreement when Plaintiff scheduled settlement for September 11, 2017. See **Def.'s Mot. Summ. J.** Defendant supports his argument that no genuine issue of material fact exists by citing to specific provisions in the Agreement, as well as testimony from Plaintiff's real estate agent, Ms. Velez. Plaintiff counters Defendant by arguing that (1) the Agreement did contain a 180-day contingency period, to which Plaintiff complied when scheduling the settlement date, and that (2) the copy of the Agreement attached to its Amended Complaint is not the final executed version. Plaintiff also supports its argument by reference to the Agreement and testimony from Ms. Velez.

First, Defendant points to the four corners of the Agreement to show that he was no longer obligated to sell the property when Plaintiff scheduled settlement for September 11, 2017. Defendant claims that, according to the Agreement's express terms, "[s]ettlement was to be within 60 days from the signing of the contract." **Id.** ¶7. However, Paragraph 4(A) of the Agreement, titled "Settlement and Possession," plainly states that settlement was to be "60 days *from the end of contingency period* or before if Buyer and Seller agree." **Pl.'s Am. Compl. Ex. A, at ¶ 4(A)** (emphasis added). If the Agreement contained a contingency period, settlement could occur up to 60 days *after* the expiration of that contingency period. If the Agreement did not contain a contingency period, it can be presumed that the contingency language under Paragraph 4(A) would not apply, and settlement was to occur within 60 days of the execution of the Agreement.

Defendant takes the position that it is "crystal clear" that the Agreement's terms required settlement to occur within 60 days of the execution of the contract. **Def.'s Br. Supp. Mot. for Summ. J. 10.** This Court is not convinced that the four corners of the Agreement unambiguously provide that the parties intended for no contingency period to apply.

Paragraph 12 of the Agreement, titled “Buyer’s due Diligence/Inspections,” includes a list of inspection contingencies that the buyer may choose to elect or waive by initialing on the respective line beside each inspection. **Pl.’s Am. Compl. Ex. A, at ¶¶ 12(A)-(C).** Neither the “elected” or “waived” signature lines of each inspection are initialed by the buyer. Paragraph 13(A) provides that the “Contingency Period is 180 days from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C).” **Id. at ¶ 13(A).** While it is true that none of the “elected” signature lines under Paragraph 12(C) initialed, so to were none of the *waived* signature lines. The absence of buyer’s initials under Paragraph 12(C) cannot be interpreted as uncontroverted evidence of the buyer’s intent to waive those inspection contingencies.

Even if we assume that Plaintiff waived the inspection contingencies under Paragraph 12, the Agreement contains contingencies in several of its other paragraphs. Paragraph 14, titled “ON-SITE WATER SERVICE APPROVAL CONTINGENCY,” is marked as “ELECTED,” and further provides that the “Contingency Period [is] 180 days . . . from the Execution Date of this Agreement.” **Id. at ¶ 14.** Further, Paragraph 15, titled “INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY,” is also marked as “ELECTED,” with the same 180-day contingency period. **Id. at ¶ 14.** Based on the express terms of the Agreement, this Court cannot conclude that no contingency period applied.

Next, Defendant cites to testimony from the deposition of Plaintiff’s real estate agent, Ms. Velez, as support for his argument that (1) the Agreement attached to Plaintiff’s Amended Complaint is the final executed version, and (2) that the Agreement did not contain a contingency period. Defendant argues that Ms. Velez “admitted that, according to [the version of the Agreement attached to Plaintiff’s Amended Complaint], *there is no elected contingency period.*” **Def.’s Mot. Summ. J. ¶21** (emphasis in original). Plaintiff responds by claiming that not only did Ms. Velez not admit to the above, but that she testified “on at least seven occasions that the agreement attached to the Complaint was not the final agreement.” **Pl.’s Mem. of Law in Opp’n To Def.’s Mot. for Summ. J. ¶21.** A review of Ms. Velez’s deposition transcript does show that she agreed that the version of the Agreement attached to Plaintiff’s Amended Complaint did not

include a contingency period. However, Ms. Velez also stated numerous times that said Agreement was not the final executed version.

Clearly there remains a genuine issue as to which version of the Agreement was the final executed contract. Though this Court denied Plaintiff's Motion for Allowance to File a Second Amended Complaint, Plaintiff is not precluded from raising the issue at trial of which Agreement is the final contract.

Defendant also argues that he testified during his deposition that he "understood that the Agreement itself stated that the closing had to be accomplished within 60 days of the signing of the Agreement." **Def.'s Br. in Sup. Mot. for Summ. J. ¶15.** Plaintiff interprets Defendant's testimony differently, by instead taking the position that Defendant admitted that he was aware that the Agreement contained a contingency period. **Pl.'s Mem. Of L. in Opp. To Def.'s Mot. for Summ. J. ¶15.** Defendant's deposition testimony seems to indicate that both of these interpretations are possibly true. First, Defendant testified that his real estate agent originally informed him that closing was to be in April – a date that was potentially within 60 days of the execution of the contract. **Def.'s Dep. 18-20.** However, Defendant then testified that his agent informed him that he could not back out of the contract in May because he had to "wait those six months." **Id.** Then again in August, Defendant's real estate agent told him that he could not back out because he had to "fulfill [his] contract." **Id.** Defendant did not unequivocally refuse to close until September. Defendant's testimony could be interpreted as him understanding that the Agreement contained a 180 day contingency period, because had he not been informed twice by his agent of his contractual duties, he likely would have unequivocally refused to close as early as May when he first raised a desire to do so.

Defendant has not met his burden of establishing that there are no genuine issues of material fact and that he is entitled to judgment as a matter of law. Therefore, for the reasons stated herein, Defendant's Motion for Summary Judgment is denied, and the attached Order is entered.

#### ORDER OF COURT

AND NOW, this 5th day of October, 2021, for the reasons set forth in the attached Opinion, Defendant's Motion for Summary Judgment is denied.

## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale online auction conducted by Bid4Assets, 8757 Georgia, Ave., Suite 520, Silver Spring, MD 20910. On November 19th 2021 at 10:00 a.m.

**No. 20-SU-844**

**The Bank Of New York Mellon f/k/a The Bank of New York, as Trustee for TBW Mortgage-Backed Trust 2007-1, Mortgage Pass-Through Certificates, Series 2007-1**

vs.

**Leslie A. Bartlebaugh and Mark D. Bartlebaugh**

Property Address: 27 Sunfish Trail, Fairfield, PA 17320

UPI/Tax Parcel Number:  
43003-0065-000

Owner(s) of property situate in Carroll Valley Borough, Adams County, Pennsylvania

Improvements Thereon:

Residential Dwelling

Judgement Amount: \$244,343.27

Attorneys for Plaintiff:

Robertson, Anschutz, Schneid, Crane & Partners, PLLC

**No. 20-SU-160**

**U.S. Bank National Association as Trustee for CMALT Remic Series 2007-A8-Remic Pass-Through Certificates Series 2007-A8**

vs.

**Cynthia H. Burris**

Property Address: 1017 East Berlin Road, New Oxford, PA 17350

UPI/Tax Parcel Number:  
40-107-0040A

Owner(s) of property situate in Tyrone Township, Adams County, Pennsylvania

Improvements Thereon:

Residential Dwelling

Judgement Amount: \$287,691.23

Attorneys for Plaintiff:

McCabe, Weisberg & Conway, LLC

**No. 19-SU-1508**

**U.S. Bank National Association, as Indenture Trustee, for the CIM Trust 2016-1, Mortgage-Backed Notes, Series 2016-1**

vs.

**Brian Scott Clark and Jill Marie Clark**

Property Address: 80 Gettysburg Street, Arendtsville, PA 17303

UPI/Tax Parcel Number:  
02006-0096---000

Owner(s) of property situate in Arendtsville Borough, Adams County, Pennsylvania

Improvements Thereon:

Residential Dwelling

Judgment Amount: \$171,549.90

Attorneys for Plaintiff:

KML Law Group, P.C.

**No. 14-SU-115**

**Wells Fargo Bank, National Association**

vs.

**Roger K. Hollenbaugh, III and Kelly L. Hollenbaugh**

Property Address: 4581 Baltimore Pike, Littlestown, PA 17340

UPI/Tax Parcel Number:  
15-116-004-000

Owner(s) of property situate in Germany Township, Adams County Pennsylvania

Improvements Thereon:

Residential Dwelling

Judgment Amount \$174,001.36

Attorneys for Plaintiff:

Manley Deas Kochalski LLC

**No. 19-SU-714**

**Lakeview Loan Servicing, LLC**

vs.

**John Kidd and Emily Kidd**

Property Address: 521 Lakeview Circle, Littlestown, PA 17340

UPI/Tax Parcel Number:  
27012-0028---000

Owner(s) of property situate in Littlestown Borough, Adams County, Pennsylvania

Improvements Thereon:

Residential Dwelling

Real Debt: \$135,401.80

Attorneys for Plaintiff:

McCabe, Weisberg & Conway, LLC  
123 South Broad Street, Suite 1400  
Philadelphia, PA 19109

**No. 21-SU-419**

**ACNB Bank, Formerly Known as Adams County National Bank**

vs.

**David J. Krape and Barbara Krape**

Property Address: 145 Swamp Creek Lane, Fairfield, PA 17320

UPI/Tax Parcel Number:  
18B14-0049---000

Owner(s) of property situate in Hamiltonban Township, Adams County, Pennsylvania

Improvements Thereon:

Residential Dwelling

Judgement Amount: \$47,963.09

Attorneys for Plaintiff:

Puhl & Thrasher

**No. 20-SU-981**

**Specialized Loan Servicing LLC**

vs.

**Jeffrey M. Marangi**

Property Address: 240 Chambersburg Street, Gettysburg, PA 17325

UPI/Tax Parcel Number:  
16007-0258-000

Owner(s) of property situate in Gettysburg Borough, Adams County, Pennsylvania

Improvements Thereon:

Residential Dwelling

Judgment Amount: \$155,959.54

Attorneys for Plaintiff:

Logs Legal Group LLP

**No. 19-SU-659**

**PNC Bank, National Association**

vs.

**Laura Misse a/k/a Laura Ann Misse a/k/a Laura A. Misse, Vera Christine Worley a/k/a V. Christine Mika a/k/a Christine Worley**

Property Address: 638 Aspers Bendersville Road, Aspers, PA 17304

UPI/Tax Parcel Number:

29F05-0099---000

Owner(s) of property situate in Menallen Township, Adams County, Pennsylvania

Improvements thereon:

Residential Dwelling

Judgment Amount \$29,833.29

Attorneys for Plaintiff:

Manley Deas Kochalski LLC

**No. 21-SU-581**

**Nationstar Mortgage LLC d/b/a Champion Mortgage Company**

vs.

**Jo Ann Moore**

Property Address: 561 Old Mill Road,

New Oxford, PA 17350

UPI/Tax Parcel Number:

17-K09-0039A-000

Owner(s) of property situate in Hamilton Township, Adams County, Pennsylvania

Improvements Thereon:

Residential Dwelling

Judgment Amount: \$250,752.29

Attorneys for Plaintiff:

KML Law Group, P.C.

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

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

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

James W. Muller  
Sheriff of Adams County  
[www.adamscounty.us](http://www.adamscounty.us)

10/22, 10/29, & 11/5

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale online auction conducted by Bid4Assets, 8757 Georgia, Ave., Suite 520, Silver Spring, MD 20910. On November 19th 2021 at 10:00 a.m.

No. 16-SU-1082  
U.S. Bank National Association, as Successor in Interest to Bank of America National Association, Successor by Merger to Lasalle Bank National Association, as Trustee for C-Bass Mortgage Loan Asset-Backed Certificates, Series 2006-CB1

vs.  
Michele Rorrer a/k/a Michele Crouse, Individually and in Her Capacity as Heir, Dustin J. Crouse, in His Capacity as Heir of Neil James Crouse, Deceased, Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or Under Neil James Crouse, Deceased  
Property Address: 202 Plunkert Road, Littlestown, PA 17340  
UPI/Tax Parcel Number: 30116-0007C-000  
Owner(s) of property situate in Littlestown Borough, Adams County, Pennsylvania  
Improvements Thereon: Residential Dwelling  
Judgment Amount: \$289,336.15  
Attorneys for Plaintiff: Brock & Scott, PLLC

No. 19-SU-373  
U.S. Bank National Association, as Trustee of The Bungalow Series III Trust  
vs.  
Shannon L. Shaffer and Theodore L. Shaffer  
Property Address: 1320 Granite Station Road, Gettysburg, PA 17325  
UPI/Tax Parcel Number: 38H12-0088-000  
Owner(s) of property situate in Straban Township, Adams County, Pennsylvania  
Improvements Thereon: Residential Dwelling  
Judgment Amount: \$187,582.21  
Attorneys for Plaintiff: The Lynch Law Group

No. 21-SU-465  
Fulton Bank, N.A.  
vs.  
Jennifer Smith, Executrix of The Estate of Jeffery E. Smith, Deceased  
Record Owner and Mortgage  
Property Address: 140 Robbins Lane, Biglerville, PA 17307  
UPI/Tax Parcel Number: 12C09-0053---000  
Owner(s) of property situate in Franklin Township, Adams County, Pennsylvania  
Improvements Thereon: Residential Dwelling  
Judgment Amount: \$129,149.11  
Attorneys for Plaintiff: Marc A. Hess, Esq. Henry & Beaver LLP

No. 20-SU-831  
PNC Bank, National Association  
Successor by Merger to Farmers & Mechanics Bank  
vs.  
The Unknown Heirs of Gloria E. Gardner, Deceased  
Property Address: 4515 Chambersburg Road, Biglerville, PA 17307  
UPI/Tax Parcel Number: 12C09-0072-000  
Owner(s) of property situate in Franklin Township, Adams County, Pennsylvania  
Improvements Thereon: Residential Dwelling  
Judgment Amount: \$51,117.35  
Attorneys for Plaintiff: KML Law Group, P.C.

NOTICE directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than (30) thirty days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within (10) ten days thereafter.  
Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.  
AS SOON AS THE PROPERTY IS DECLARED SOLD TO THE HIGHEST BIDDER 20% OF THE PURCHASE PRICE OR ALL OF THE COST, WHICHEVER MAY BE THE HIGHER, SHALL BE PAID FORTHWITH TO THE SHERIFF.  
James W. Muller  
Sheriff of Adams County  
www.adamscounty.us

10/22, 10/29, & 11/5

NOTICE BY THE ADAMS COUNTY CLERK OF COURTS

NOTICE IS HEREBY GIVEN to all heirs, legatees and other persons concerned that the following account with statements of proposed distribution filed therewith have been filed in the Office of Adams County Clerk of Courts and will be presented to the Court of Common Pleas of Adams County-Orphans' Court, Gettysburg, Pennsylvania, for confirmation of accounts entering decrees of distribution on 11/12/2021 at 8:30 a.m.

**SUECK**—Orphans' Court Action Number OC-98-2021. First and Final Account of KAREN P. GERRICK, Petitioner, Estate of PATRICIA A. SUECK, late of Littlestown, Adams County, Pennsylvania.

**RESTITUYO**—Orphans' Court Action Number OC-103-2021. First and Final Account of HARRISON D. REESE and YATNA SANCHEZ RESTITUYO, Executors, Estate of ROSYANNY SANCHEZ RESTITUYO, late of Adams County, Pennsylvania.

Kelly A. Lawver  
Clerk of Courts

10/29 & 11/5

**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 LORRAINE T. BARBOUR, DEC'D**

Late of the Borough of Bendersville, Adams County, Pennsylvania

Co-Executors: Kimberly O. Ridinger and Vincent W. Warren, c/o John C. Zepp, III, Esq., P.O. Box 204, 8438 Carlisle Pike, York Springs, PA 17372

Attorney: John C. Zepp, III, Esq., P.O. Box 204, 8438 Carlisle Pike, York Springs, PA 17372

**ESTATE OF OPAL ELMEDA BARNES a/k/a OPAL E. BARNES, DEC'D**

Late of Conewago Township, Adams County, Pennsylvania

Executor: Douglas K. Barnes, 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 DANNY W. FLING a/k/a DANNY WILLIAM FLING, DEC'D**

Late of Germany Township, Adams County, Pennsylvania

Executors: Danielle M. Windsor, 5 A Bonnielield Circle, Gettysburg, PA 17325; Justin T. Fling, 506 Baltimore Street, Hanover, PA 17331

Attorney: Robert L. McQuaide, Esq., Barley Snyder, Suite 101, 123 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF JANICE L. QUINT, DEC'D**

Late of Cumberland Township, Adams County, Pennsylvania

Executrix: Louise Quint Dean, 10 Aldridge Court, Sterling, VA 20165

Attorney: Puhl & Thrasher, 220 Baltimore Street, Gettysburg, PA 17325

**SECOND PUBLICATION****ESTATE OF IVAN M. BOLLINGER, SR., DEC'D**

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Co-Executors: Garry Bollinger, 227 E. Middle Street, Gettysburg, PA 17325; Bonnie Huggins, 338 South Washington Street, Gettysburg, PA 17325

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

**ESTATE OF ELVEN L. CARNES, DEC'D**

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Kimberly L. Miller, 75 Cedar Ridge Road, New Oxford, PA 17350

Attorney: David K. James, III, Esq., 234 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF RUTH ELIZABETH CEASE, DEC'D**

Late of Butler Township, Adams County, Pennsylvania

Co-Executors: Janet E. Althoff, 71 Guernsey Road, Biglerville, PA 17307; John K. Cease, 1150 Church Road, Orrtanna, PA 17353

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

**ESTATE OF DAVID W. CLARK, DEC'D**

Late of the Borough of Biglerville, Adams County, Pennsylvania

Executrix: Tara J. Clark, c/o Todd A. King, Esq., Salzmann Hughes, P.C., 112 Baltimore Street, Gettysburg, PA 17325

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

**ESTATE OF KARIGEN LEE EMIG, DEC'D**

Late of Cumberland Township, Adams County, Pennsylvania

Administratrix: Penny A. Emig, c/o Scott J. Strausbaugh, Esq., Strausbaugh Law, PLLC, 1201 West Elm Avenue, Suite #2, Hanover, PA 17331

Attorney: Scott J. Strausbaugh, Esq., Strausbaugh Law, PLLC, 1201 West Elm Avenue, Suite #2, Hanover, PA 17331

**ESTATE OF PAUL T. KELLER, DEC'D**

Late of Straban Township, Adams County, Pennsylvania

Executrix: Linda C. Bergdale, 134 Wheatland Drive, Gettysburg, PA 17325

Attorney: Bernard A. Yannetti, Esq., Hartman & Yannetti, 126 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF MARY A. MOORE, DEC'D**

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Co-Executrices: Mary L. Brady and Carol A. Therit, c/o Scott J. Strausbaugh, Esq., Strausbaugh Law, PLLC, 1201 West Elm Avenue, Suite #2, Hanover, PA 17331

Attorney: Scott J. Strausbaugh, Esq., Strausbaugh Law, PLLC, 1201 West Elm Avenue, Suite #2, Hanover, PA 17331

**ESTATE OF JIMMIE OSBORNE, DEC'D**

Late of Liberty Township, Adams County, Pennsylvania

Elaine M. Lingg, 708 Tract Road, Fairfield, PA 17320

Attorney: David K. James, III, Esq., 234 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF PAUL A. SANDERS, DEC'D**

Late of Conewago Township, Adams County, Pennsylvania

Executrix: Shirley M. Smiley, 107 York Street, Hanover, PA 17331

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

**ESTATE OF JOSEPHINE A. SHRADER, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Executor: Karen A. Shrader, c/o Sharon E. Myers, Esq., CGA Law Firm, PC, P.O. Box 606, East Berlin PA 17316

Attorney: Sharon E. Myers, Esq., CGA Law Firm, PC, P.O. Box 606, East Berlin PA 17316

**ESTATE OF ELDA L. WAGNER, DEC'D**

Late of Latimore Township, Adams County, Pennsylvania

Co-Executors: Darlene L. Griffie and Bradley D. Wagner, c/o Sharon E. Myers, Esq., CGA Law Firm, PC, P.O. Box 606, East Berlin PA 17316

Attorney: Sharon E. Myers, Esq., CGA Law Firm, PC, P.O. Box 606, East Berlin PA 17316

**THIRD PUBLICATION****ESTATE OF DONALD STANLEY HAMON a/k/a DONALD S. HAMON, DEC'D**

Late of the Borough of East Berlin, Adams County, Pennsylvania

Executor: Jeff R. Hamon, 336 West King Street, East Berlin, PA 17316

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

**THIRD PUBLICATION CONTINUED**

ESTATE OF JOANNE M. HAY a/k/a  
JOANNE MARIE HAY, DEC'D

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

Executrix: Heather Ann Wilson a/k/a  
Heather Ann Hay, c/o Jared S.  
Childers, Esq., R. Thomas Murphy  
& Associates, P.C., 237 East Queen  
Street, Chambersburg, PA 17201

Attorney: Jared S. Childers, Esq., R.  
Thomas Murphy & Associates, P.C.,  
237 East Queen Street,  
Chambersburg, PA 17201

ESTATE OF MELVIN C. HEWITT, SR.,  
DEC'D

Late of Liberty Township, Adams  
County, Pennsylvania

Executrix: Brenda J. Naugle, 57 Water  
Street, Fairfield, PA 17320

Attorney: Puhl & Thrasher, 220  
Baltimore Street, Gettysburg, PA  
17325

ESTATE OF HAROLD EUGENE  
KEILHOLTZ, DEC'D

Late of Straban Township, Adams  
County, Pennsylvania

Administrator: Kevin Keilholtz, 42741  
Still Creek Drive, Ashburn, VA 20148

Attorney: Amy E.W. Ehrhart, Esq., 118  
Carlisle Street, Suite 202, Hanover,  
PA 17331

ESTATE OF LILLIAN G. MONN, DEC'D

Late of Hamiltonban Township,  
Adams County, Pennsylvania

Executor: Archie J. Monn, 4385 Cold  
Springs Road, Fayetteville, PA  
17222

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

ESTATE OF FREDERICK W. SPOHRER,  
JR. a/k/a FREDERICK W. SPOHRER,  
DEC'D

Late of Cumberland Township, Adams  
County, Pennsylvania

Executrix: Anne B. Woods a/k/a Anne  
Bernadette Woods, c/o Barbara  
Entwistle, Esq., Entwistle & Roberts,  
PC, 37 West Middle Street,  
Gettysburg, PA 17325

Attorney: Barbara Entwistle, Esq.,  
Entwistle & Roberts, PC, 37 West  
Middle Street, Gettysburg, PA 17325

ESTATE OF CLYDE L. WALTEMYER, JR.  
a/k/a CLYDE LAVERNE WALTEMYER,  
JR., DEC'D

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

Todd A. Waltemyer, 6118 Plainville  
Lane, Woodbridge, VA 22193; Tricia  
A. Leveille, 237 Woodgate Lane,  
Vestal, NY 13850

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

ESTATE OF ROSE WAXLER, DEC'D

Late of Straban Township, Adams  
County, Pennsylvania

Esther J. Shoemaker, 250 Moose  
Road, Gettysburg, PA 17325

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

ESTATE OF MARGARET L. WEIKEL,  
DEC'D

Late of the Borough of Gettysburg,  
Adams County, Pennsylvania

Executrix: Megan Weikel, 143 Springs  
Avenue, Gettysburg, PA 17325

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