


# Adams County Legal Journal

Vol. 57

June 19, 2015

No. 6



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Trust Officer

**Karen Arthur**  
Senior Trust Officer

**Mark Bernier, CFA**  
Investment Officer

**Debra Little, ChFC®**  
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#### NOTICE

NOTICE IS HEREBY GIVEN that Ruth A. Brown, Esquire, intends to apply in open court for admission to the Bar of the Court of Common Pleas of Adams County, Pennsylvania, on August 14, 2015, and that she intends to continue practicing law as an associate in the law firm of Steve Rice Law, County of Adams, 18 Carlisle Street, Gettysburg, Pennsylvania.

STEVE RICE LAW  
Ruth A. Brown  
Criminal Defense Attorney

6/12 & 19 & 26

#### NOTICE

NOTICE is hereby given that a Petition for Change of Name of Jonathan David Geesey, a minor, was filed on May 26, 2015, by Petitioner, Kayla Sue Chaney, Docketed at #2015-S-634, in the Court of Common Pleas of Adams County, Pennsylvania. A hearing on the Petition for Change of Name is scheduled for August 14, 2015 at 8:30 a.m. in Courtroom #4, Third Floor, Adams County Courthouse, 111-117 Baltimore Street, Gettysburg, PA 17325.

Gregory L. Hollinger, Esquire  
GATES & GATES, P.C.  
Counsel for Petitioner  
PA. I.D.#76061  
(717) 632-4971

6/19

#### SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 17th day of July 2015, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

#### No. 15-SU-48

##### PNC BANK, NATIONAL ASSOCIATION

vs

##### PAMELA A. BARTLES

PROPERTY ADDRESS: 12 CHAMBERSBURG STREET, ARENDTSTVILLE, PA 17303  
BY VIRTUE OF WRIT OF EXECUTION NO. 15-S-48

PNC Bank, National Association  
VS

PAMELA A. BARTLES  
ALL THAT CERTAIN LOT OF LAND SITUATE IN ARENDTSTVILLE BOROUGH, ADAMS COUNTY, PENNSYLVANIA: BEING KNOWN AS 12 Chambersburg Road, Arendtsville, PA 17303  
PARCEL NUMBER: (02)-006-0060C  
IMPROVEMENTS: Residential Property  
JUDGMENT AMOUNT: \$180,613.54  
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

#### No. 15-SU-14

##### THE BANK OF NEW YORK, MELLON, AS TRUSTEE FOR FIRST HORIZON ALTERNATIVE

vs

##### MICHAEL BARTON, KAREN M. BARTON

PROPERTY ADDRESS: 6 SYCAMORE COURT, LITTLESTOWN, PA 17340  
By virtue of Writ of Execution No.: 15-S-14

The Bank of New York, Mellon, as Trustee for First Horizon Alternative Mortgage Securities Trust 2006-FA5

vs.

Michael R. Barton  
and  
Karen M. Barton  
Property Address 6 Sycamore Court, Littlestown, PA 17340  
Township or Borough: Borough of Bonneauville  
PARCEL NO.: 06009-0113A-000  
IMPROVEMENTS THEREON: A RESIDENTIAL DWELLING  
JUDGMENT AMOUNT: \$189,027.11  
ATTORNEYS FOR PLAINTIFF  
SHAPIRO & DENARDO, LLC  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
610-278-6800

#### No. 15-SU-87

##### ACNB BANK, FORMERLY KNOWN AS ADAMS COUNTY NATIONAL BANK

vs

##### MARCI J. BIEVENOUR

PROPERTY ADDRESS: 505 PEEPYTOWN ROAD, EAST BERLIN, PA 17316

By virtue of Writ of Execution No. 2015-SU-87

ACNB BANK, formerly known as Adams County National Bank  
vs.

MARCI J. BIEVENOUR  
505 PEEPYTOWN ROAD  
EAST BERLIN, PA 17316  
READING TOWNSHIP  
Parcel ID Number: 36-K08-0066---000  
IMPROVEMENTS THEREON:  
Residential Dwelling  
JUDGMENT AMOUNT: \$199,290.08  
Attorneys for Plaintiff  
Sharon E. Myers, Esquire  
CGA Law Firm  
135 North George Street  
York, PA 17401  
717-848-4900

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

6/19 & 26 & 7/3

## BANK OF THE WEST VS. STEVEN A. SIGNORELLO

1. There is a long standing judicial philosophy which permits amendments where there is any reasonable possibility that successful amendment can be made so as to state a cause of action.
2. A contract is unenforceable [under section 635] for nonlicensure only of the seller and a holder.
3. A seller is defined as a person engaged in the business for selling, hiring or leasing motor vehicles under installment sale contracts.
4. A holder is defined as any person, including a seller, who is currently entitled to the rights of a seller under an installment sale contract.
5. This Court interprets the Act to require both the seller and holder to be licensed; in other words, as applied to this case, it requires both Seller and Plaintiff, respectively, to be licensed.
6. If a statute explicitly contains language which requires a contract to be in writing in order for the statutory remedies to be applicable, but the statute is silent as to actions in quasi-contract, which "implicate the fact that, for whatever reason, no written contract exist[s] between the parties," quasi-contract theories are still permitted.
7. Pleading a cause of action for breach of contract and a cause of action in the alternative for unjust enrichment provides Defendant the opportunity to prove a claim for unjust enrichment if its claim for breach of contract is ultimately unsuccessful.
8. This Court finds that Plaintiff is permitted to plead breach of contract and unjust enrichment in the alternative.
9. The elements necessary to prove unjust enrichment are (1) benefits conferred on defendant by plaintiff; (2) appreciation of such benefits by defendant; and (3) acceptance and retention of such benefits under such circumstances that it would be inequitable for defendant to retain the benefit without a payment of value.

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY,  
PENNSYLVANIA, CIVIL 14-S-950, BANK OF THE WEST VS.  
STEVEN A. SIGNORELLO

Michael R. Lessa, Esq., Attorney for Plaintiff

Terrence J. Barna, Esq., Attorney for Defendant

Kuhn, J., May 13, 2015

## MEMORANDUM OPINION

Before this Court for disposition are Preliminary Objections filed by Steven A. Signorello (“Defendant”). For reasons set forth herein, said Preliminary Objections are overruled.

Bank of the West (“Plaintiff”) commenced this action by filing a Complaint on August 4, 2014. The Complaint avers that Defendant entered into a written contract (“Contract”) with Dewalt’s RV, Inc. (“Seller”) for the purchase of a motor vehicle. The Contract is dated November 18, 2006, and called for 240 monthly payments of \$720.65 each. The Complaint avers that monthly payments were payable to Plaintiff due to an assignment contained in the Contract but that Defendant has failed to make such payments. As a result, Plaintiff avers the vehicle was repossessed and sold in a commercially reasonable manner for a commercially reasonable price; however, a balance of \$25,925.39 is still due. Plaintiff avers it made demands to Defendant for payment due under the Contract and Defendant has failed to comply.

On August 25, 2014, Defendant filed Preliminary Objections to Plaintiff’s Complaint wherein he contended that the Complaint was legally insufficient, insufficiently specific, and failed to conform to law or rule of court. By Order dated October 24, 2014, Defendant’s Preliminary Objections were sustained in part and denied in part and Plaintiff was granted leave to amend within thirty days of that Order.

On November 21, 2014, Plaintiff filed an Amended Complaint. Defendant responded by filing Preliminary Objections on December 9, 2014, wherein he averred that the Amended Complaint was still legally insufficient. Instead of responding to those objections, Plaintiff filed a Second Amended Complaint on December 31, 2014. On January 20, 2015, Defendant filed Preliminary Objections to Plaintiff’s Second Amended Complaint, wherein he argued that the Second Amended Complaint failed to conform to law or rule of court and was legally insufficient. Plaintiff filed its Reply to Defendant’s Preliminary Objections to the Second Amended Complaint on February 5, 2015. The parties subsequently filed briefs supporting their respective positions.

Preliminary objections are limited to the grounds listed in Pa. R.C.P. 1028(a). It is well established that in ruling on preliminary objections, this Court must accept as true all well-pleaded allegations

of material fact as well as all inferences reasonably deductible from those facts. *Ballroom, LLC v. Commonwealth*, 984 A.2d 582, 586 (Pa. Commw. Ct. 2009). Preliminary Objections will be sustained where the case is clear and free from doubt. *Rambo v. Greene*, 906 A.2d 1232, 1235 (Pa. Super. Ct. 2006).

Defendant's first preliminary objection is a motion to strike for failure to comply with rules of court. Specifically, Defendant argues that Plaintiff did not abide by the Rules of Civil Procedure when filing the Second Amended Complaint. Pennsylvania Rule of Civil Procedure 1028(c)(1) provides that "a party may file an amended pleading as of course within twenty days after service of a copy of preliminary objections" and if filed "the original pleading shall be deemed moot." In this matter, on October 24, 2014, the Court granted Plaintiff leave to file an amended complaint within thirty days of that Order. The Amended Complaint was timely filed on November 21, 2014. Preliminary Objections were filed on December 8, 2014. Attached thereto was a Certificate of Service stating that those objections were mailed to Plaintiff's Counsel on December 8, 2014. Pursuant to Pa. R.C.P. 440(b), service of those papers was complete upon mailing. Thus, technically, because December 28, 2014, was a Sunday, Plaintiff had until December 29, 2014, to file the Second Amended Complaint, as of course. Here, that pleading was filed two days late on December 31, 2014. On January 20, 2015, Defendant filed Preliminary Objections to the Second Amended Complaint. At no time prior thereto did Plaintiff seek leave of court or consent of Defendant to file the amended pleading as permitted by Pa. R.C.P. 1033. Essentially, Defendant asks this Court to strike the Second Amended Complaint because it was filed late and without leave of Court or Defendant's consent.

Plaintiff counters by invoking the liberal dictates of Pa. R.C.P. 126. Plaintiff invites the Court to declare "no harm, no foul" because the Second Amended Complaint was delayed "by the intervening holiday" and because a copy was sent to Defendant's counsel on December 29, 2014. Plaintiff apparently expects the Court to understand, without explanation, how the "holiday" excuse delayed the filing especially when the change being made was minimal. Plaintiff also does not explain why its Certificate of Service reports that the Second Amended Complaint was served upon Defendant on January

5, 2015, contrary to a statement in its brief where it claims the pleading was served on December 29, 2014.

In resolving this objection we first look to the relevant provision of the procedural rules. Clearly, Plaintiff violated Rule 1028(c)(1) by filing the Second Amended Complaint beyond the allotted time. There are two possible resolutions. First, the Court could apply Rule 126 and find that the rule violation was *de minimus* and that the objection stresses form over substance. This option, however, would reward Plaintiff for not abiding by the rules and/or failing to display the attention to detail and communication between counsel expected of an attorney admitted to the bar of this Commonwealth. If Plaintiff's counsel was, in fact, burdened by the press of the holidays or other business and had contacted Defendant's counsel seeking a several day delay one would hope that the request would have been granted as a matter of professional courtesy.<sup>1</sup> If that request had been denied Plaintiff would have known to take whatever steps were required to file the Second Amended Complaint timely or have requested leave of court to excuse the slight delay. Plaintiff's counsel has not argued that he communicated with opposing counsel but, had he done so, I suspect counsel's lack of cooperation would have been brought to our attention. As a result, we now have to spend an inordinate amount of time and resources on a matter that could have been easily resolved in advance.

Second, the Court could grant the objection and strike the pleading. If so, the procedural status of the case would revert to the Court having to address Defendant's Preliminary Objections to the Amended Complaint. At that point, if those objections were granted, the Court would likely offer Plaintiff the opportunity to address any deficiency by allowing another amended pleading. Here, the alleged deficiency is the failure of Plaintiff to aver that the Seller was properly licensed under the Motor Vehicle Sales Finance Act ("Act")<sup>2</sup> at

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<sup>1</sup>The Preamble to the Code of Civility provides, in part, that "[t]he hallmark of an enlightened and effective system of justice is the adherence to standards of professional responsibility and civility... These principles are intended to encourage lawyers ... to practice civility...and to confirm the legal profession's status as a honorable and respected profession where courtesy and civility are observed as a matter of course..." In that regard Article II. 1. further states that "A lawyer should...treat all participants in the legal process in a civil, professional and courteous manner at all time. These principles apply to the lawyer's conduct...in office practice and in the course of litigation."

<sup>2</sup>Motor Vehicle Sales Finance Act, 69 P.S. § 601-637.1, repealed by Motor Vehicle Sales Finance, 12 P.S. § 6201-6275.

the time of the subject transaction. Instead, Plaintiff only averred that it was licensed. It appears that Plaintiff realized the Amended Complaint's failure in that regard and the possible outcome and attempted to circumvent the process by filing the Second Amended Complaint, albeit not timely. Thus, granting the instant preliminary objection requires the Court to address a pleading deficiency that Plaintiff acknowledges must, and can, be corrected and will simply delay further moving the matter to resolution on the merits. One cannot be particularly pleased with that result either.

Defendant, no doubt, is frustrated by having to respond multiple times to pleadings that should have been cleaned up timelier. However, it also appears that Defendant wishes to use Plaintiff's failure to allege Seller's licensure in the Amended Complaint as leverage in its attempt to have the entire action dismissed. Nevertheless, there is long standing judicial philosophy which permits amendments where there is any reasonable possibility that successful amendment can be made so as to state a cause of action. *See Associates of Philipsburg v. Hurwitz*, 437 A.2d 447, 452 (Pa. Super. 1981). Adopting that principle here we determine the proper and best course is to deny Defendant's Preliminary Objection and direct the filing of an answer to the Second Amended Complaint.

Defendant's second preliminary objection is a motion to dismiss Count I of the Second Amended Complaint for failure to comply with law or rules of court in that the October 23, 2014 Order provided Plaintiff a period of 30 days to amend its Complaint to include allegations that both Plaintiff and Seller were licensed as required under the Act. However, as noted above, the Amended Complaint only contained an allegation that Plaintiff was licensed. Due to Plaintiff's failure to include an allegation regarding Seller's licensure, Defendant filed Preliminary Objections to the Amended Complaint. Defendant concedes that Plaintiff's Second Amended Complaint contains allegations regarding both Plaintiff's and Seller's licensure but argues the Second Amended Complaint was not a timely filed amendment and as such Count I should be stricken. Plaintiff argues that the October 23, 2014 Order required that Plaintiff plead *either* the Seller *or* Plaintiff was licensed under the Act but since Defendant continued to pursue preliminary objections on this issue it filed a Second Amended Complaint asserting an averment that Seller was also licensed under the Act.

The Act states that no buyer's obligation is enforceable "wherein the seller was not licensed, as required under the provisions of this act, at the time such seller entered into such installment sale contract, or wherein the holder was not licensed under the provisions of this act at the time he acquired such contract." 69 P.S. § 635. A "contract is unenforceable under [section 635] for nonlicensure only of the 'seller' and a 'holder.'" *Somerset Mack Sales & Service, Inc. v. Bracken*, 23 Pa. D. & C.3d 394, 401 (1981). A seller is defined as "a person engaged in the business of selling, hiring or leasing motor vehicles under installment sale contracts..." 69 P.S. § 603. A holder is defined as "any person, including a seller, who is currently entitled to the rights of a seller under an installment sale contract." *Id.* This Court, in agreement with *Somerset*, supra., interprets the Act to require both the seller and holder to be licensed; in other words, as applied to this case, it requires both Seller and Plaintiff, respectively, to be licensed.

As to the timeliness issue, Defendant argues that this Court's Order of October 23, 2014 made clear Plaintiff's need to amend the Complaint by properly averring licensure under the Act. Plaintiff was granted 30 days to file the amendment. When the Amended Complaint was filed on November 21, 2014, it only averred Plaintiff's licensure. Not until December 31, 2014, did Plaintiff aver the Seller's licensure under the Act. Defendant contends that by not including the averment until the Second Amended Complaint, 39 days beyond the deadline imposed by the October 23, 2014 Order, Plaintiff violated that Order and therefore the averment should be stricken.

While the Court understands Defendant's argument, we disagree with the suggested result. Plaintiff filed a timely Amended Complaint to which the Defendant filed Preliminary Objections. If those objections had been granted, leave would have been given to add the challenged averment. The time to do so would have extended well beyond December 31, 2014 when the averment was included in the Second Amended Complaint. Although the Plaintiff's approach, as noted above, was unorthodox, we decline Defendant's invitation to strike the averment and, essentially, cause dismissal of the cause of action.<sup>3</sup> Therefore, this Court finds that because Plaintiff pleaded the

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<sup>3</sup>This court believes that dismissal, rather than allowance of amendment, would have been a harsh result and an abuse of discretion where Plaintiff can easily provide the missing licensure averment.



licensure requirements of the Act within the Second Amended Complaint, Defendant's second Preliminary Objection is dismissed.

Defendant's third preliminary objection challenging the legal insufficiency of Count II contains two objections: 1) Plaintiff cannot recover on an unjust enrichment claim when the claim is based on a written contract and 2) the cause of action for unjust enrichment, as pleaded, is legally insufficient. If a statute explicitly contains language which requires a contract to be in writing in order for the statutory remedies to be applicable, but the statute is silent as to actions in quasi-contract, which "implicate the fact that, for whatever reason, no written contract exist[s] between the parties," quasi-contract theories of recovery are still permitted. *Durst v. Milroy Gen. Contracting, Inc.*, 52 A.3d 357, 361 (Pa. Super. 2012).

Regarding Plaintiff's ability to recover, Defendant concedes that Plaintiff must plead both breach of contract and unjust enrichment in order to recover under unjust enrichment, but argues that Plaintiff cannot recover for unjust enrichment when, in fact, the breach is based on a written contract. See *Northeast Fence & Iron Works, Inc. v. Murphy Quigley, Inc.*, 933 A.2d 664, 699 (Pa. Super. 2007) (citation omitted).

Additionally, Defendant directs the Court's attention to another piece of consumer protection legislation containing a provision for alternative remedies which states

Nothing in this section shall preclude a contractor who has complied with [the home improvement contract's requirements] from the recovery of payment for work performed based on the reasonable value of the services which were requested by the owner if a court determines that it would be inequitable to deny such recovery.

73 P.S. § 517.7(g).

Defendant argues that the Act, unlike this other piece of consumer protection legislation, does not contemplate alternative remedies in the event a contract is found to be unenforceable and therefore the Court "cannot supply an apparent omission in a statute even though it appears that the omission resulted from the Legislature's mere inadvertence or failure to foresee or contemplate a case in question." *Latella v. Comm., Unemployment Comp. Bd. of Review*, 459 A.2d 464, 473 (Pa. Commw. Ct. 1983) (citation omitted). Plaintiff

argues that the Court has previously addressed this objection in the October 23, 2014 Order and Defendant is “confus[ing] the bar against recovering under both causes of action with a notion that pleading both causes of action is also prohibited.” *Lugo v. Farmer’s Pride, Inc.*, 967 A.2d 963, 969-70 (Pa. Super. 2009).

As stated in this Court’s October 23, 2014 Memorandum Opinion, pleading a cause of action for breach of contract and a cause of action in the alternative for unjust enrichment provides Defendant the opportunity to prove a claim for unjust enrichment if its claim for breach of contract is ultimately unsuccessful. In *Shafer Elec. & Const. v. Mantia*, 67 A.3d 8 (Pa. Super. 2013), the parties entered into a written home improvement contract for the construction of a garage. The applicable statute contained a provision entitled Home Improvement Contracts – Requirements, 17 P.S. § 517.7(a), which set forth requirements for a valid and enforceable contract under the Home Improvement Consumer Protection Act (HICPA). Section 517.7(g), *supra.*, provides the right to recover under a quantum meruit theory if the contract is in compliance with requirements of section (a).<sup>4</sup> The trial court held that the written contract did not comply with the requirements of section (a) of HICPA and was therefore not valid and enforceable. Since section (g) of HICPA required a valid contract under section (a) in order to recover under quantum meruit, the trial court further held that the remedy of quantum meruit was also not permitted and dismissed the complaint with prejudice. The appellate court reversed and held that since the HICPA explicitly addressed the existence of a valid written contract but was silent as to remedies available when a written contract does not exist, [plaintiff] was permitted to attempt recovery under the doctrine of quantum meruit. *Id.* at 13-14. In the instant case, the Act is likewise silent as to the available remedies in the event that a written contract becomes void and unenforceable under the Act. Therefore, this Court finds that Plaintiff is permitted to plead breach of contract and unjust enrichment in the alternative and as such, the first part of Defendant’s third Preliminary Objection is overruled.

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<sup>4</sup>The Court in *Shafer Electric* does note that it is “somewhat puzzling” that a provision which permits quantum meruit under the theory of a quasi-contract requires that there be a valid and enforceable written contract although normally a written contract would not permit recovery under a quasi-contract theory.

The second part to Defendant's preliminary objection regarding Count II is that the pleading supporting the cause of action for unjust enrichment is not legally sufficient. The elements necessary to prove unjust enrichment are "(1) benefits conferred on defendant by plaintiff; (2) appreciation of such benefits by defendant; and (3) acceptance and retention of such benefits under such circumstances that it would be inequitable for defendant to retain the benefit without a payment of value." *Mitchell v. Moore*, 729 A.2d 1200, 1203 (Pa. Super. 1999) (citations omitted). Plaintiff counters that Defendant is confusing legal sufficiency with his ability to raise a defense.

The Second Amended Complaint contains allegations that (1) benefits were conferred on Defendant by Plaintiff (Complaint ¶ 18), (2) Defendant appreciated the benefits conferred by Plaintiff (Complaint ¶¶ 20, 21), and (3) the benefits were accepted and retained under circumstances which it would be inequitable for Defendant to retain the benefits without payment (Complaint ¶¶ 19, 22, 23). Therefore, this Court finds that Plaintiff has sufficiently pleaded, at this stage of the litigation, a claim for unjust enrichment and as such, the second part of Defendant's third Preliminary Objection is overruled.

Accordingly, the attached order is entered.

Dated: May \_\_\_\_, 2015

BY THE COURT,

---

**JOHN D. KUHN**

Judge

## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 17th day of July 2015, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

**No. 15-SU-91****JPMC SPECIALTY MORTGAGE LLC**

vs

**CLEMENT W. BOSLEY, JR., ALICE F. BOSLEY**

PROPERTY ADDRESS: 6045 BALTIMORE PIKE, LITTLESTOWN, PA 17340

By virtue of a Writ of Execution No. 15-SU-91

JPMC Specialty Mortgage LLC

v.

Clement W. Bosley, Jr  
Alice F. Bosley  
owner(s) of property situate in GERMANY TOWNSHIP, ADAMS County, Pennsylvania, being 6045 Baltimore Pike, Littlestown, PA 17340-9501

Parcel No. 15,J17-0108

(Acreage or street address)

Improvements thereon: RESIDENTIAL DWELLING

Judgment Amount: \$101,912.41

Attorneys for Plaintiff

Phelan Hallinan Diamond & Jones, LLP

**No. 14-SU-1496****NATIONSTAR MORTGAGE, LLC**

vs

**ADRIAN C. BUCCHIONI**

PROPERTY ADDRESS: 20 E WELL DRIVE, EAST BERLIN, PA 17316  
By virtue of Writ of Execution No. 2014-S-1496

NATIONSTAR MORTGAGE LLC

vs.

**ADRIAN C. BUCCHIONI**

20 Ewell Drive East Berlin, PA 17316  
Reading Township

Parcel No: 36-102-0048-000/37-002-0048-000

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$185,538.77

Attorneys for Plaintiff

KML Law Group, P.C.

**No. 12-SU-1668**

**BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2006-20**

vs

**ALLEN S. COMPTON, AMY L. COMPTON**

PROPERTY ADDRESS: 385 MONTCLAIR ROAD, GETTYSBURG, PA 17325

By virtue of a Writ of Execution, No. 12-SU-1668

Plaintiff: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2006-20

vs.

Defendant 1. Allen S. Compton

Defendant 2. Amy L. Compton

owners of property situate in the TOWNSHIP OF STRABAN, Adams County, Pennsylvania

385 Montclair Road, Gettysburg, PA 17325

Parcel No. 38G13-0080E-000

Improvements thereon: RESIDENTIAL

SINGLE FAMILY DWELLING

Judgment Amount: \$308,050.28

Attorneys for Plaintiff:

Parker McCay, PA

9000 Midlantic Drive, Suite 300

P.O. Box 5054

Mount Laurel, New Jersey 08054

**No. 12-SU-988****BANK OF AMERICA NA**

vs

**STACY CREGGER, TROY CREGGER**

PROPERTY ADDRESS: 40 SPRING

TRAIL, FAIRFIELD, PA 17320

By virtue of Writ of Execution No. 12-S-988

SELENE FINANCE LP

vs.

STACY CREGGER & TROY CREGGER

40 Spring Trail Fairfield, PA 17320

Carrol Valley Borough

Parcel No: 43-023-0104

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$310,487.30

Attorneys for Plaintiff

KML Law Group, P.C.

**No. 15-SU-77****JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**

vs

**JOYCE D. DEARDORFF, JAMES P. DEARDORFF**

PROPERTY ADDRESS: 30 SCARLET

WAY, BIGLERVILLE, PA 17307

By virtue of Writ of Execution No. 2015-SU-0000077

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

vs.

JOYCE D. DEARDORFF & JAMES P. DEARDORFF

30 Scarlet Way Biglerville, PA 17307

Menallen Township

Parcel No: 29.C06-009-000

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$264,509.35

Attorneys for Plaintiff

KML Law Group, P.C.

**No. 14-SU-1434****ACNB BANK, FORMERLY KNOWN AS ADAMS COUNTY NATIONAL BANK**

vs

**PAUL D. DOEHRING, TAMARA L. DOEHRING**

PROPERTY ADDRESS: 1559 HERRS RIDGE ROAD, GETTYSBURG, PA

17325

By virtue of Writ of Execution No. 2014-SU-1434

ACNB BANK, formerly known as

Adams County National Bank

vs.

PAUL D. DOEHRING and TAMARA L. DOEHRING

1559 HERRS RIDGE ROAD

GETTYSBURG, PA 17325

CUMBERLAND TOWNSHIP

Parcel ID Number: 09-E13-0009---000

IMPROVEMENTS THEREON:

Residential Dwellings

JUDGMENT AMOUNT: \$749,288.84

Attorneys for Plaintiff

Sharon E. Myers, Esquire

CGA Law Firm

135 North George Street

York, PA 17401

717-848-4900

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)

6/19 & 26 & 7/3

## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 17th day of July 2015, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

**No. 15-SU-110**  
**U.S. BANK NATIONAL ASSOCIATION,**  
**AS TRUSTEE FOR THE**  
**PENNSYLVANIA HOUSING FINANCE**  
**AGENCY**

vs

**HEATHER DORI, JOHN D. DORI**  
 PROPERTY ADDRESS: 26 GALAXY DRIVE, HANOVER, PA 17331  
 BY VIRTUE OF WRIT OF EXECUTION NO. 2015-SU-0000110  
 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, VS  
 HEATHER DORI AND JOHN D. DORI,  
 HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 26 GALAXY DRIVE HANOVER, PA 17331  
 Conewago Township  
 TAX MAP NO. 08023-0055-000  
 JUDGMENT AMOUNT: \$155,131.22  
 PURCELL, KRUG & HALLER  
 1719 N. FRONT STREET  
 HARRISBURG, PA 17102  
 717-234-4178

**No. 14-SU-831**  
**US BANK NATIONAL ASSOCIATION**  
**AS TRUSTEE FOR PROF 2013-M4**  
**REMIC TRUST V**

vs

**SAMUEL A. DOWNS, MARY JILLIAN DOWNS**  
 PROPERTY ADDRESS: 1 WHITE OAK TRAIL, GETTYSBURG, PA 17325  
 By virtue of a Writ of Execution No. 14-SU-831  
 U.S Bank National Association, as Trustee for Prof-2013-M4 Remic Trust V v.  
 Samuel A. Downs a/k/a Samuel A. Feldman  
 Mary Jillian Downs  
 owner(s) of property situate in CUMBERLAND TOWNSHIP, ADAMS County, Pennsylvania, being: 1 White Oak Trail, Gettysburg, PA 17325-8039  
 Parcel No. 09F10-0087B--000  
 (Acreage or street address)  
 Improvements thereon: RESIDENTIAL DWELLING

Judgment Amount: \$1,091,748.94  
 Attorneys for Plaintiff  
 Phelan Hallinan Diamond & Jones, LLP

**No. 12-SU-291**  
**PHH MORTGAGE CORPORATION**  
**F/K/A PHH MORTGAGE SERVICES CORPORATION**

vs

**CHARLES M. FLICKINGER, SUSAN D. BRADY**  
 PROPERTY ADDRESS: 490 SOUTH COLUMBUS AVENUE, LITTLESTOWN, PA 17340  
 By virtue of a Writ of Execution No. 12-S-291  
 PHH Mortgage Corporation f/k/a PHH Mortgage Services Corporation  
 v.  
 Charles M. Flickinger  
 Susan D. Brady  
 owner(s) of property situate in the BOROUGH OF LITTLESTOWN, ADAMS County, Pennsylvania, being 490 South Columbus Avenue, Littlestown, PA 17340-1516  
 Parcel No. 27011-0136--000  
 (Acreage or street address)  
 Improvements thereon: RESIDENTIAL DWELLING  
 Judgment Amount: \$79,492.16  
 Attorneys for Plaintiff  
 Phelan Hallinan Diamond & Jones, LLP

**No. 14-SU-1520**  
**CITIMORTGAGE, INC.**

vs

**RANDY P. FORSYTHE**  
 PROPERTY ADDRESS: 1816 CENTER MILLS ROAD, ASPERS, PA 17304  
 By virtue of a Writ of Execution No. 14-S-1520  
 CitiMortgage, Inc.  
 v.  
 Randy P. Forsythe  
 owner(s) of property situate in MENALLEN TOWNSHIP, ADAMS County, Pennsylvania, being 1816 Center Mills Road, Aspers, PA 17304-9469  
 Parcel No. 29F05-0054  
 (Acreage or street address)  
 Improvements thereon: RESIDENTIAL DWELLING  
 Judgment Amount: \$72,173.74  
 Attorneys for Plaintiff  
 Phelan Hallinan Diamond & Jones, LLP

**No. 14-SU-1521**  
**U.S. BANK NATIONAL ASSOCIATION**  
**AS SUCCESSOR BY MERGER OF**  
**U.S. BANK NATIONAL ASSOCIATION ND**

vs

**ROBERT A. HARTLAUB, III, LISA MARIE HARTLAUB**  
 PROPERTY ADDRESS: 130 BRICKYARD ROAD, NEW OXFORD, PA 17350

By virtue of Writ of Execution No. 14-SU-1521  
 U.S BANK NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER OF U.S. BANK NATIONAL ASSOCIATION ND  
 vs.  
 ROBERT A. HARTLAUB III  
 LISA M. HARTLAUB  
 130 BRICKYARD RD  
 NEW OXFORD, PA 17350  
 TOWNSHIP OF NEW OXFORD  
 PARCEL NO.: 35-K-12-4  
 IMPROVEMENTS THEREON: RESIDENTIAL DWELLING  
 JUDGMENT AMOUNT: \$151,979.36  
 ATTORNEYS FOR PLAINTIFF  
 POWERS, KIRN & ASSOCIATES, LLC

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

6/19 & 26 & 7/3

## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 17th day of July 2015, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

**No. 14-SU-1006****JPMORGAN CHASE BANK,  
NATIONAL ASSOCIATION**

vs

**JOSHUA M. HARTLAUB, RENEE M.  
HARTLAUB**

PROPERTY ADDRESS: 306 DILLER ROAD, HANOVER, PA 17331  
By virtue of Writ of Execution No.: 14-S-1006

JPMorgan Chase Bank, National Association

vs.

Joshua M. Hartlaub  
and

Renee M. Hartlaub  
Property Address 306 Diller Road,  
Hanover, PA 17331

Township or Borough: Conewago  
Township

PARCEL NO.: 08-09-106

IMPROVEMENTS THEREON: A

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$195,868.30

ATTORNEY FOR PLAINTIFF

SHAPIRO & DENARDO LLC

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

610-278-6800

**No. 11-NO-322****WHITE RUN REGIONAL MUNICIPAL  
AUTHORITY**

vs

**TERENCE J. HAVEL**

PROPERTY ADDRESS: 734 HARRISON DR, GETTYSBURG, PA 17325

BY VIRTUE OF WRIT OF EXECUTION

NO: 11-NO-322

WHITE RUN REGIONAL MUNICIPAL

AUTHORITY

vs

TERENCE J. HAVEL

734 HARRISON DRIVE, GETTYSBURG,  
PA 17325

MOUNT JOY TOWNSHIP

PARCEL NO: 30107-0012---000

IMPROVEMENT CONSIST OF

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$5759.28

CAMPBELL AND WHITE PC

112 BALTIMORE STREET

GETTYSBURG, PA 17325

717-334-9278

**No. 15-SU-97****LSF9 MASTER PARTICIPATION  
TRUST**

vs

**LESLEY R. HESS**

PROPERTY ADDRESS: 985 RIDGE

ROAD, YORK SPRINGS, PA 17372

By virtue of Writ of Execution No.

15-SU-97

LSF9 Master Participation Trust

vs.

Lesley R. Hess

985 Ridge Road, York Springs, PA

17372

situate in the Township of Latimore,

Adams County, Pennsylvania

Parcel No. 23-J04-0014A

Improvements thereon consist of

Residential Real Estate.

Judgment amount: \$123,787.61

Stern & Eisenberg, PC

Attorneys for Plaintiff

1581 Main Street, Suite 200

The Shops at Valley Square

Warrington, PA 18976

**No. 09-SU-1278****BANK OF NEW YORK MELLON AS  
INDENTURE TRUSTEE FOR GMAC  
MORTGAGE LOAN TRUST 2010-1**

vs

**CLAIR R. HIKES (DECEASED)**

PROPERTY ADDRESS: 455

GARDNERS STATION ROAD,

GARDNERS, PA 17324

By virtue of a Writ of Execution No.

09-SU-1278

THE BANK OF NEW YORK MELLON

AS INDENTURE TRUSTEE FOR

GMACM

MORTGAGE LOAN TRUST 2010-1

v.

Clair R. Hikes, Deceased

owner(s) of property situate in the

TOWNSHIP OF TYRONE TOWNSHIP,

ADAMS

County, Pennsylvania, being

455 Gardners Station Road, Gardners,

PA 17324-9781

Parcel No. 40G04-0070---000

(Acreage or street address)

hnprovements thereon: RESIDENTIAL

DWELLING

Judgment Amount: \$105,173.86

Attorneys for Plaintiff

Phelan Hallinan Diamond & Jones, LLP

**No. 14-SU-1464****DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF MERRILL  
LYNCH MORTGAGE INVESTORS  
TRUST, MORTGAGE LOAN ASSET-  
BACKED CERTIFICATES, SERIES  
2007-MLN1**

vs

**EMILY HULL, SHANE MICHAEL HULL**

PROPERTY ADDRESS: 40 SOWERS

ROAD, EAST BERLIN, PA 17316

By virtue of Writ of Execution No.

**14-SU-1464**

DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF MERRILL  
LYNCH MORTGAGE INVESTORS  
TRUST,

MORTGAGE LOAN ASSET-BACKED  
CERTIFICATES, SERIES 2007-MLN1

vs.

EMILY HULL & SHANE M. HULL

40 Sowers Road East Berlin, PA 17316

Reading Township

Parcel No: 36K05-0033-000

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$325,095.96

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)

6/19 & 26 & 7/3

## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 17th day of July 2015, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

**No. 15-SU-73****NAVY FEDERAL CREDIT UNION**

vs

**JASON H. JONES, SHANNON R. JONES**

PROPERTY ADDRESS: 5260  
FAIRFIELD ROAD, FAIRFIELD, PA  
17320

By Virtue of Writ of Execution No.:  
15-SU-73

Navy Federal Credit Union  
vs

Jason H. Jones a/k/a Jason Jones and  
Shannon R. Jones a/k/a Shannon  
Jones

All that certain piece or parcel or Tract  
of land situate Carroll Valley Borough,  
Adams County, Pennsylvania, and  
being known as

5260 Fairfield Road, Fairfield,  
Pennsylvania 17320.

TAX MAP AND PARCEL NUMBER:(43)  
6-4

THE IMPROVEMENTS THEREON ARE:  
Residential Dwelling  
REAL DEBT: \$208,528.40  
SEIZED AND TAKEN IN EXECUTION  
AS THE PROPERTY OF: Jason H.  
Jones a/k/a Jason Jones and Shannon  
R. Jones a/k/a Shannon Jones  
McCabe, Weisberg and Conway, P.C.  
123 South Broad Street, Suite 1400  
Philadelphia, PA 19109

**No. 14-SU-1470****PENNYMAC LOAN SERVICES, LLC**

vs

**TIMOTHY P. MCMORROW, SHELLY  
A. MCMORROW**

PROPERTY ADDRESS: 25  
EVERGREEN DRIVE, HANOVER, PA  
17331

By virtue of a Writ of Execution No.  
14-SU-1470

Pennymac Loan Services, LLC  
v.

Timothy P. Mcmorrow  
Shelly A. Mcmorrow  
owner(s) of property situate in the  
CONEWAGO TOWNSHIP, ADAMS  
County, Pennsylvania, being  
25 Evergreen Drive, Hanover, PA 17331-  
8936

Parcel No. 08, 021-0037-000  
(Acreage or street address)  
Improvements thereon: RESIDENTIAL  
DWELLING

Judgment Amount: \$174,713.31  
Attorneys for Plaintiff  
Phelan Hallinan Diamond & Jones, LLP

**No. 11-SU-710****WELLS FARGO BANK, N.A., S/B/M  
WELLS FARGO HOME MORTGAGE,  
INC.**

vs

**LISA E. MOCK, DONALD L. MOCK**  
PROPERTY ADDRESS: 195 NORTH  
ALLWOOD DRIVE, HANOVER, PA  
17331

By virtue of Writ of Execution No. 2011-  
S-710

Wells Fargo Bank, NA successor by  
merger to Wells Fargo Home Mortgage,  
Inc

vs.

DONALD L. MOCK; LISA E. MOCK  
195 North Allwood Drive, Hanover, PA,  
17331 (Conewago Township)  
Parcel No. 08-031-0060

Improvements thereon of Residential  
Dwelling

Judgment amount \$168,786.05  
ZUCKER, GOLDBERG & ACKERMAN,  
LLC  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500

**No. 15-SU-202****NATIONSTAR MORTGAGE, LLC**

vs

**EDWARD DWAIN MONN**

PROPERTY ADDRESS: 340 OAK HILL  
ROAD, BIGLERVILLE, PA 17307

By virtue of Writ of Execution No. 2015-  
SU-0000202

NATIONSTAR MORTGAGE LLC

vs.

EDWARD D. MONN  
340 Oak Hill Road Biglerville, PA 17307  
Butler Township

Parcel No: 07-608-0045A-000

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$209,546.00

Attorneys for Plaintiff

KML Law Group, P.C.

**No. 14-SU-682****FEDERAL NATIONAL MORTGAGE  
ASSOCIATION ("FANNIE MAE")**

vs

**STEVEN M. MULLER**

PROPERTY ADDRESS: 9 SWALLOW  
TRAIL, FAIRFIELD, PA 17320

By Virtue of Writ of Execution No.:

14-SU-682

Federal National Mortgage Association

VS

Steven M. Muller

All that certain piece or parcel or Tract  
of land situate Carroll Valley, Adams  
County, Pennsylvania, and being known  
as

9 Swallow Trail, Fairfield, Pennsylvania  
17320.

TAX MAP AND PARCEL NUMBER:  
43-30-46

THE IMPROVEMENTS THEREON ARE:

Residential Dwelling

REAL DEBT: \$160,136.62

SEIZED AND TAKEN IN EXECUTION

AS THE PROPERTY OF: Steven M.

Muller

McCabe, Weisberg and Conway, P.C.

123 South Broad Street, Suite 1400

Philadelphia, PA 19109

Notice directed to all parties in interest  
and claimants that a schedule of distri-  
bution 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 sched-  
ule 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

6/19 & 26 & 7/3



## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 17th day of July 2015, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

**No. 12-SU-1301****JPMORGAN CHASE BANK  
NATIONAL ASSOCIATION**

vs.

**KENNETH L. NICHOLLS, GAYE D. NICHOLLS**

PROPERTY ADDRESS: 28 NORTH MILLER STREET, FAIRFIELD, PA 17320  
By virtue of a Writ of Execution No. 12-SU-1301

JPMorgan Chase Bank, N.A., s/b/m to Chase Home Finance, LLC, s/b/m to Chase Manhattan Mortgage Corporation v.

Kenneth L. Nicholls

Gaye D. Nicholls

owner(s) of property situate in the FAIRFIELD BOROUGH, ADAMS County, Pennsylvania, being

28 North Miller Street, Fairfield, PA 17320-9702

Parcel No. 11005-0002---000

(Acreage or street address)

Improvements thereon: RESIDENTIAL DWELLING

Judgment Amount: \$256,658.18

Attorneys for Plaintiff

Phelan Hallinan Diamond & Jones, LLP

**No. 14-SU-1336****BANK OF AMERICA, N.A., AS  
SUCCESSOR BY MERGER TO BAC  
HOME LOANS SERVICING, LP**

vs.

**BELINDA M. ORNDORFF, ALBERT  
CARBAUGH (DECEASED), JR.**

PROPERTY ADDRESS: 12 CIRCLE DRIVE, GETTYSBURG, PA 17325

By virtue of Writ of Execution No.

14-SU-1336

Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP

vs.

Belinda M. Orndorff

12 Circle Drive, Gettysburg, PA 17325  
Bonneauville Borough

Parcel No.: (06)-006-0034

Improvements thereon: Residential Dwelling

Judgment amount: \$202,655.42

MILSTEAD & ASSOCIATES, LLC

BY: Robert W. Williams, Esquire

ID No. 315501

1 E. Stow Road

Marlton, NJ 08053

(856) 482-1400

Attorney for Plaintiff

**No. 14-SU-107****US BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR CSAB  
MORTGAGE-BACKED PASS  
THROUGH CERTIFICATES**

vs.

**KENNETH HARRISON PLEDGER,  
VICTORIA B. PLEDGER**

PROPERTY ADDRESS: 275 PINE VALLEY ROAD, MCKNIGHTSTOWN, PA 17343

BY VIRTUE OF WRIT OF EXECUTION

NO.: 2014-SU-0000107

US BANK NATIONAL ASSOCIATION AS Trustee for CSAB MORTGAGE BACKED PASS THROUGH CERTIFICATES

vs.

KENNETH HARRISON PLEDGER

VICTORIA B PLEDGER

275 PINE VALLEY ROAD,

MCKNIGHTSTOWN, PA 17343

FRANKLIN TOWNSHIP

PARCEL NO. 12-D10-0025A-000

JUDGMENT AMOUNT: \$312,130.87

IMPROVEMENTS CONSIST OF A

RESIDENTIAL DWELLING

ZUCKER, GOLDBERG & ACKERMAN, LLC

200 SHEFFIELD ST., STE 301

MOUNTAINSIDE, NJ 07092

908-233-8500

**No. 14-SU-980****CITIMORTGAGE, INC.**

vs.

**TRAVIS R. REED, KANDACE J.****KREIGLINE**

PROPERTY ADDRESS: 3246 OLD HWY 30 HWY, ORRTANNA, PA 17353

By virtue of Writ of Execution No. 14-S-980

CitiMortgage, Inc.

vs.

Travis R. Reed

Kandace J. Kreigline a/k/a Kandace J. Reed

3246 Old Hwy 30 Hwy

Orrtanna, PA 17353

Franklin Township

Parcel No.: 12-B09-0135

Improvements thereon: Residential

Dwelling

Judgment amount: \$246,221.99

MILSTEAD & ASSOCIATES, LLC

BY: Robert W. Williams, Esquire

ID No. 315501

1 E. Stow Road

Marlton, NJ 08053

(856) 482-1400

Attorney for Plaintiff

**No. 14-SU-814****WELLS FARGO BANK, N.A.**

vs.

**VICTOR ROSENTHAL, LAURA LEE  
CROSTON, TIMOTHY C.****RABENSTINE, UNKNOWN HEIRS**

PROPERTY ADDRESS: 96 BILLERBECK STREET, NEW OXFORD, PA 17350

By virtue of a Writ of Execution No.

14-S-814

Wells Fargo Bank, N.A.

vs.

Timothy C. Rabenstine, in His Capacity as Heir of Mari L. Rabenstine, Deceased

Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Mari L. Rabenstine, Deceased owner(s) of property situate in the OXFORD TOWNSHIP, ADAMS County, Pennsylvania,

being

96 Billerbeck Street, New Oxford, PA 17350-9387

Parcel No. 35002-0048---000

(Acreage or street address)

Improvements thereon: RESIDENTIAL

DWELLING

Judgment Amount: \$119,009.63

Attorneys for Plaintiff

Phelan Hallinan Diamond & Jones, LLP

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

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James W. Muller

Sheriff of Adams County

www.adamscounty.us

6/19 & 26 & 7/3



## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 17th day of July 2015, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

**No. 13-SU-712****JPMORGAN CHASE BANK  
NATIONAL ASSOCIATION**

vs.

**JORDAN TYLER SEITLER**

PROPERTY ADDRESS: 253 CHARLES STREET, LITTLESTOWN, PA 17340

By virtue of Writ of Execution No. 13-S-712

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION SBM CHASE HOME FINANCE LLC SMB TO CHASE MANHATTAN MORTGAGE CORP.

vs.

**JORDAN TYLER SEITLER**

253 Charles Street Littlestown, PA 17340

Littlestown Borough

Parcel No: 27,011-0001A

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$105,073.80

Attorneys for Plaintiff

KML Law Group, P.C.

**No. 14-SU-1384****JPMORGAN CHASE BANK,  
NATIONAL ASSOCIATION**

vs.

**STACEY L. SMITH, CAIN A.  
ROSENBERY**

PROPERTY ADDRESS: 530 SOUTH AVENUE, EAST BERLIN, PA 17316

BY VIRTUE OF WRIT OF EXECUTION

NO.: 2014-SU-0001384

JPMORGAN CHASE BANK NATIONAL ASSOCIATION

vs.

**STACEY L. SMITH****CAIN A. ROSENBERY**

530 South Avenue, East Berlin, PA 17316

East Berlin Borough

Improvements consist of a Residential Dwelling

Judgment Amount: \$136,113.08

Shapiro & DeNardo, LLC

3600 Horizon Drive, Suite 150

King of Prussia PA 19406

610-278-6800

**No. 14-SU-1539****BANK OF AMERICA, NA  
SUCCESSOR BY MERGER TO BAC  
HOME LOANS SERVICING, LP**

vs.

**BARBARA A. STOLL**

By virtue of Writ of Execution No.

14-SU-1539

BANK OF AMERICA, NA SUCCESSOR

BY MERGER TO BAC HOME LOANS

SERVICING, LP

F/K/A COUNTRYWIDE HOME LOANS

SERVICING, LP

vs.

**BARBARA A. STOLL**

10 Colleen Trail Fairfield, PA 17320

Borough of Carroll Valley

Parcel No: 43,032-0019

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$318,636.61

Attorneys for Plaintiff

KML Law Group, P.C.

**No. 15-SU-21****NATIONSTAR MORTGAGE LLC**

vs.

**TAMMY SUE SUMMERS, RAYMOND  
B. WILLIAMS, JR.**

PROPERTY ADDRESS: 170 ABBOTTS DRIVE, ABBOTTSTOWN, PA 17301

By virtue of Writ of Execution No. 15-S-21

NATIONSTAR MORTGAGE LLC

vs.

**TAMMY SUE SUMMERS & RAYMOND****B. WILLIAMS JR.**

170 Abbotts Drive Abbottstown, PA

17301

Borough of Abbottstown

Parcel No: 01-005-0054-000

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$162,582.53

Attorneys for Plaintiff

KML Law Group, P.C.

**No. 14-SU-1101****PNC BANK, NATIONAL  
ASSOCIATION**

vs.

**BRANDON WESLEY TAYLOR, CARA  
CONROY TAYLOR**

PROPERTY ADDRESS: 427 NORTH THIRD STREET, MCSHERRYSTOWN, PA 17344

BY VIRTUE OF WRIT OF EXECUTION

NO. 14-S-1101

PNC Bank, National Association

vs.

**BRANDON TAYLOR A/K/A BRANDON  
W. TAYLOR****CARA C. TAYLOR**

ALL THAT CERTAIN LOT OF LAND SITUATE IN CONEWAGO TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA: BEING KNOWN AS 427 North 3rd

Street a/k/a 427 North Third Street,

McSherrystown, PA 17344

PARCEL NUMBER: (08)-001-0150

IMPROVEMENTS: Residential Property

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

**No. 14-SU-1449****THE BANK OF NEW YORK MELLON  
AS TRUSTEE FOR NATIONSTAR  
HOME EQUITY LOAN TRUST 2007-C**

vs.

**JAMES F. WHELAN**

PROPERTY ADDRESS: 660 IRON

SPRINGS ROAD, FAIRFIELD, PA 17320

By virtue of Writ of Execution No. 14-S-1449

The Bank of New York Mellon as

trustee for Nationstar Home Equity

Loan Trust 2007-C

vs.

**James F. Whelan**

660 Iron Springs Road

Fairfield, PA 17320

Hamilton Township

Parcel No.: B16-50

Improvements thereon: Residential Dwelling

Judgment amount: \$157,409.72

MILSTEAD & ASSOCIATES, LLC

By: Robert W. Williams, Esquire

ID NO. 315501

1 E. Stow Road

Marlton, NJ 08053

(856) 482-1400

Attorney for Plaintiff

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

6/19 & 26 & 7/3

## SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 17th day of July 2015, at 10:00 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 117 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

**No. 14-SU-1379****JPMORGAN CHASE BANK,  
NATIONAL ASSOCIATION**

vs.

**MICHAEL WHITE**

PROPERTY ADDRESS: 214 NORTH  
3RD STREET, MCSHERRYSTOWN, PA  
17344

By virtue of a Writ of Execution No.  
14-S-1379

JPMorgan Chase Bank, National  
Association

vs.

Michael White

owner(s) of property situate in  
MCSHERRYSTOWN BOROUGH,  
ADAMS County, Pennsylvania, being  
214 North 3rd Street, Mcsherrystown,  
PA 17344-1407

Parcel No. 28001-0037---000

(Acreage or street address)

Improvements thereon: RESIDENTIAL  
DWELLING

Judgment Amount: \$147,542.39

Attorneys for Plaintiff

Phelan Hallinan Diamond & Jones, LLP

**No. 14-SU-1413****THE BANK OF NEW YORK MELLON  
CORPORATION AS TRUSTEE FOR  
SPECIALTY UNDERWRITING AND  
RESIDENTIAL FINANCE TRUST,  
SERIES 2005-BC4**

vs.

**JERRY WILLIAMS**

PROPERTY ADDRESS: 1532 SELLS  
STATION ROAD, LITTLESTOWN, PA  
17340

By virtue of Writ of Execution No.  
14-SU-1413

The Bank of New York Mellon

Corporation as Trustee for Specialty  
Underwriting and Residential Finance  
Trust, Series 2005-BC4

vs.

Jerry Williams

1532 Sells Station Road

Littlestown, PA 17340

Union Township

Parcel No.: 41-K16-17

Improvements thereon: Residential  
Dwelling

Judgment amount: \$190,000.29

MILSTEAD & ASSOCIATES, LLC

BY: Robert W. Williams, Esquire

ID No. 315501

1 E. Stow Road

Marlton, NJ 08053

(856) 482-1400

Attorney for Plaintiff

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)

6/19 & 26 & 7/3

**No. 14-SU-932****THE BANK OF NEW YORK MELLON  
FKA THE BANK OF NEW YORK, AS  
TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE  
CWABS, INC., ASSET-BACKED  
CERTIFICATES, SERIES 2006-18**

vs.

**JACK G. WOODS**

PROPERTY ADDRESS: 1050 TWO  
TAVERNS ROAD, GETTYSBURG, PA  
17325

By virtue of a Writ of Execution, No.

14-SU-932

The Bank of New York Mellon FKA The  
Bank of New York, as Trustee for the  
certificateholders of the CWABS, Inc.,  
ASSET-BACKED CERTIFICATES,  
SERIES 2006-18

vs.

Jack G. Woods a/k/a Jack Woods

owners of property situate in the  
TOWNSHIP OF Mt. Pleasant, Adams  
County, Pennsylvania  
1050 Two Taverns Road, Gettysburg,  
PA 17325

Parcel No. 32H14-0014---000

Improvements thereon: RESIDENTIAL  
SINGLE FAMILY DWELLING

Judgment Amount: \$262,727.45

Attorneys for Plaintiff:

Parker McCay, PA

9000 Midlantic Drive, Suite 300

P.O. Box 5054

Mount Laurel, New Jersey 08054

**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 CAROLE A. BRASEE, DEC'D**

Late of Franklin Township, Adams County, Pennsylvania

Executors: William Lee Kidwell, 200 Slate Rock Road, Biglerville, PA 17307; Jeffrey D. Brasee, 4700 West Canal Road, Dover, PA 17315

Attorney: Puhl, Eastman & Thrasher, Attorneys at Law, 220 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF GEORGE A. ESCHBACH, JR., DEC'D**

Late of Oxford Township, Adams County

Executor: Scott Eschbach, CGA Law Firm, PC

Attorney: Sharon E. Myers, CGA Law Firm, PO BOX 606, 106 Harrisburg Street, East Berlin PA 17316

**ESTATE OF ETHEL R. GOULDEN, AKA ETHEL LOUISE GOULDEN, DEC'D**

Late of Straban Township, Adams County, Pennsylvania

Executors: Melissa K. Hess, 485 Railroad Lane, Orttanna, PA 17353; Michael R. Hess, 40 Mount Joy Road, Gettysburg, PA 17325

Attorney: Puhl, Eastman & Thrasher, Attorneys at Law, 220 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF MARION THOMAS HARBAUGH, DEC'D**

Late of Biglerville Borough, Adams County, Pennsylvania

Executors: Spencer Stamy, 20 Stamy Road, Newville, PA 17241; William T. Bucher, 2482 Chambersburg Road, Biglerville, PA 17307; Freda Smallwood, 2704 St. Joseph Lane, Chambersburg, PA 17202

Attorney: Puhl, Eastman & Thrasher, Attorneys at Law, 220 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF GLENN WILBUR MILLAR, SR., ALSO KNOWN AS GLEN W. MILLAR, SR., DEC'D**

Late of Straban Township, Adams County, Pennsylvania

Administrators c.t.a.: G. Wilbur Millar, 2389 Oxford Road, New Oxford, PA 17350; Lester E. Millar, 140 Millar Road, Gettysburg, PA 17325

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

**ESTATE OF GEORGIA L. PURKEY, DEC'D**

Late of Berwick Township, Adams County, Pennsylvania

Executor: Tammy L. Small, 105 Drummer Dr., New Oxford, PA 17350

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

**SECOND PUBLICATION****ESTATE OF MONICA L. LONG, DEC'D**

Late of Conewago Township, Adams County, Pennsylvania

Executrix: Teresa M. Miller, 1038 Heritage Drive, Gettysburg, PA 17325

Esquire: David C. Smith, 754 Edgegrove Road, Hanover, PA 17331

**ESTATE OF KENNETH JOHN ORTMAN, DEC'D**

Late of Highland Township, Adams County

Administrator: Sally Ann Ortman, 3074 Fairfield Road, Gettysburg, PA 17325

Attorney: George W. Swartz, II, MOONEY & ASSOCIATES, (717) 398 2205, 18 E. Middle Street, Gettysburg, PA 17325

**ESTATE OF CHARLOTTE N. SHAFFER, DEC'D**

Late of Conewago Township, Adams Co, Pennsylvania

Co-Executors: Bruce W. Shaffer, 236 Jonathan Dr., McSherrystown, PA 17344; Craig M. Shaffer, 241 Jonathan Dr., McSherrystown, PA 17344; Allen B. Shaffer, 160 Old Mill Grove Rd., Lake Zurich, IL 60047

Attorney: Keith R. Nonemaker, Guthrie, Nonemaker, Yingst & Hart, LLP 40 York Street, Hanover, PA 17331, (717) 632-5315

**THIRD PUBLICATION****ESTATE OF SANDRA L. BOWERS, DEC'D**

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executrices: Tonia R. Reichart, 325 Bulk Plant Road, Littlestown, PA 17340; Tara L. Bowers, 25 California Road, Littlestown, PA 17340

Attorney: Teeter, Teeter & Teeter, 108 West Middle Street, Gettysburg, PA 17325

**ESTATE OF PAUL E. BRANDT, JR., DEC'D**

Late of Tyrone Township, Adams County, Pennsylvania

Administrator: Michael E. Brandt, 1315 Ridge Road, York Springs, PA 17372

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

**ESTATE OF DOROTHY I. BRODBECK, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Executor: Craig Kindig, 2620 Willapa Drive, Dover, PA 17315

**ESTATE OF DENIS E. CONNELLY, DEC'D**

Late of Union Township, Adams County, Pennsylvania

Executrix: Kathryn L. Connelly, 2628 Ashwood Drive, Havertown, PA 19083

**ESTATE OF MARTHA F. DAVENPORT, DEC'D**

Late of Chesterfield County, Virginia, formerly of the Borough of New Oxford, Adams County, Pennsylvania

Jo-Ann Martin, 15313 Pypers Point Drive, Chesterfield, VA 23838

Attorney: Ann C. Shultis, Esq., Shultis Law, LLC, 1147 Eichelberger Street, Suite F, Hanover, PA 17331

**ESTATE OF JOANNE M. EISENHART, DEC'D**

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

Co-Executors: Judith Givens, Pamela Cashman and Mark Eisenhart, c/o Sharon E. Myers, Esq., CGA Law Firm, PC, 106 Harrisburg Street, P.O. Box 606, East Berlin PA 17316

Attorney: Sharon E. Myers, Esq., CGA Law Firm, PC, 106 Harrisburg Street, P.O. Box 606, East Berlin PA 17316

**THIRD PUBLICATION (CONTINUED)**

ESTATE OF JAMES H. HUBER, DEC'D

Late of Cumberland Township, Adams  
County, Pennsylvania

Executrix: Mary E. Keefer, 96  
Academy Street, McSherrystown,  
PA 17344

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

ESTATE OF ETHEL T. PRESSEL a/k/a  
ETHEL MAY PRESSEL, DEC'D

Late of Straban Township, Adams  
County, Pennsylvania

Aaron L. Pressel, Jr., 1995 A Oxford  
Road, New Oxford, PA 17350

Attorney: Timothy J. Shultis, Esq.,  
Shultis Law, LLC, 1147 Eichelberger  
Street, Suite F, Hanover, PA 17331

ESTATE OF DOROTHY L. WHITEHEAD,  
DEC'D

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

Personal Representative: Darla  
Border, 354 Church Road, East  
Berlin, PA 17316

Attorney: Clayton R. Wilcox, Esq., P.O.  
Box 176, Littlestown, PA 17340