

Adams County Legal Journal

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JOHN WILLIAM BREAM, III, A/K/A JOHN W.
(JACK) BREAM, III, DECEASED

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IN RE: ESTATE OF JOHN W. BREAM, III, A/K/A
JOHN WILLIAM BREAM, III, A/K/A JOHN W.
(JACK) BREAM, III, DECEASED

1. In Objector's Objection to Account, Objector raises the following issues:
 1. Whether a decedent's estate is responsible for payment of half of the date of death balance of debts owned jointly with his spouse.
 2. Whether a personal representative of a decedent's estate can choose not to pay a valid debt of decedent where the claim for payment was not submitted by the creditor but rather by the beneficiary of an inter-vivos gift financed with said debt.
 3. Whether the August 19, 2016 Prenuptial Agreement executed by Decedent and Objector before their marriage is relevant to either of the above issues.

2. The controlling fact is that he, together with his wife, was personally liable on the bond, that liability continued after his death and therefore constituted a debt of his estate.

3. Therefore, the Supreme Court's ruling in *Dowler Estate* and *Kershaw Estate* is applicable and relevant to jointly owned property of Decedent and Objector and any date-of-death balance of joint debt of Decedent and Objector. This Court rules in favor of Objector concerning the claim of \$54,500.00 representing one half of the date of death balance of the mortgage encumbering the Marital Residence.

4. Objector's claim of \$71,000.00, representing one half of the date of death balance of the Bank OZK loan encumbering title to the yacht is concerning. After Decedent's death, Objector sold the yacht in December 2018 for approximately \$235,000.00, which was used to pay off the remainder of the \$142,000.00 joint OZK loan, resulting in a windfall for Objector of approximately \$93,000.00.

5. This Court can find no legal basis to deny Objector's claim of \$71,000.00 concerning the yacht. Therefore, this Court reluctantly rules in favor of Objector concerning the claim of \$71,000.00, representing one half the date of death balance of the Bank OZK loan encumbering title to the yacht.

6. Objector's claim of \$8,137.63, representing the entire date of death balance of the Palladium Travel Club loan, is denied. This Court agrees with Respondent that it is Palladium Travel Club's responsibility to file a timely claim against the estate to seek satisfaction of the remaining balance owned on the timeshare loan.

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY,
PENNSYLVANIA, ORPHANS' COURT, OC-98-2019, IN RE:
ESTATE OF JOHN W. BREAM, III, AKA JOHN WILLIAM
BREAM, III, AKA JOHN W. (JACK) BREAM, III, DECEASED

Bernard A. Yannetti, Esquire, Attorney for Respondent
Matthew Teeter, Esquire, Attorney for Objector
Wagner, J., January 26, 2021

OPINION

Before this Court for decision is Christine L. Bream's ("Objector") Objection to Account to the First and Final Account filed by Mark D. Bream ("Respondent"), Executor of the estate of John W. Bream, III ("Decedent"). For the reasons set forth herein, said Objections are granted in part and denied in part.

FINDINGS OF FACT

1. Christine L. Bream ("Objector") and John W. Bream III ("Decedent") were married on August 20, 2016.
2. Decedent died on September 30, 2018.
3. Objector and Decedent remained married and were not separated at Decedent's death on September 30, 2018.
4. On August 9, 2018, Objector and Decedent purchased, in joint names, a 2016 Silverton 42 Convertible yacht ("yacht") for a purchase price of \$230,000.00.
5. The yacht purchase was financed, in part, by a joint loan to Objector and Decedent from Bank OZK in the amount of \$141,500.00. The remainder of the purchase price, \$88,500.00, was provided by Decedent, who placed the funds in a joint account owned by Objector and Decedent.
6. The balance of said joint Bank OZK loan on the date of Decedent's death, plus interest and penalties paid by Objecto, was \$142,000.00.
7. Objector sold the yacht in December 2018 after Decedent's death and received approximately \$235,000.00 from the sale of the yacht. The \$235,000.00 was used to pay off the remainder of the \$142,000.00 joint OZK loan resulting in a windfall for Objector of approximately \$93,000.00.
8. On September 25, 2018, Objector and Decedent purchased, as tenants of an estate by the entireties, property known as 80 Old Route 30, Orrtanna, PA 17353 ("Marital Residence") for approximately \$204,000.00.
9. The purchase of the Marital Residence was financed, in part, by a joint loan/mortgage to Objector and Decedent from ACNB in the amount of \$109,000.00. The remainder of the purchase price (approximately \$100,000.00) was provided by Decedent, who

placed the funds in a joint account owned by Objector and Decedent.

10. The balance of said joint ACNB loan/mortgage on the date of Decedent's death was \$109,000.00.
11. On February 17, 2018, Objector and Decedent purchased a joint membership in Palladium Travel Club for \$19,900.00.
12. The joint membership in Palladium Travel Club was financed, in part, by a loan from Palladium Travel Club to Decedent in the amount of \$9,526.92. The Decedent gave the Palladium Travel Club to Objector as an anniversary gift during the marriage.
13. The balance of said Palladium Travel Club loan on the date of Decedent's death was \$8,137.63.
14. On January 17, 2019, Objector timely notified the undersigned counsel for Respondent, in his capacity as executor of the estate of Decedent, of the following claims of Objector:
 - A. \$71,000.00, representing one half the date-of-death balance of the Bank OZK loan encumbering title to the yacht;
 - B. \$54,500.00, representing one half the date-of-death balance of the mortgage encumbering the Marital Residence; and
 - C. \$8,137.63, representing the entire date-of-death balance of the Palladium Travel Club loan.

PROCEDURAL HISTORY

Following Decedent's death on September 30, 2018, Letters Testamentary were granted to Respondent on October 10, 2018. The Decedent left a will dated February 9, 2009 directing that his debts and expenses be paid, with the remainder of his estate to his children, per stirpes. On January 17, 2019 Objector timely notified counsel for the estate of the above-referenced claims. On August 23, 2019 Objector filed a Petition for Citation to Show Cause Why Executor Should Not Be Ordered to File an Account in Accordance with 20 Pa. C.S.A. § 3501.1. By Order of Court dated October 18, 2019, Respondent was directed to file an accounting within thirty days of his receipt of a Notice of an Inheritance Tax Appraisal from the Pennsylvania Department of Revenue. Respondent received the Notice of an Inheritance Tax Appraisal on December 9, 2019. Respondent filed the First and Final Account on January 6, 2020 and

Petition for Adjudication/Statement of Proposed Distribution Pursuant to Pa. O.C. Rule 2.4 on January 6, 2020. On January 23, 2020 Objector filed Objection to Account. A hearing was held in this matter on September 18, 2020. Both Counsel filed Memorandum of Law on October 23, 2020.

DISCUSSION

In Objector's Objection to Account, Objector raises the following issues:

1. Whether a decedent's estate is responsible for payment of half of the date of death balance of debt's owned jointly with his spouse.
2. Whether a personal representative of a decedent's estate can choose not to pay a valid debt of decedent where the claim for payment was not submitted by the creditor but rather by the beneficiary of an inter-vivos gift financed by said debt.
3. Whether the August 19, 2016 Prenuptial Agreement executed by Decedent and Objector before their marriage is relevant to either of the above issues.

The Pennsylvania Supreme Court held that the estate of a decedent is responsible for one half of the date-of-death balance of joint debt of the decedent and his spouse where the property securing the debt was owned by the decedent and his spouse as tenants by the entireties and passed to the spouse by operation of law at the decedent's death, and was not therefore an asset of the decedent's estate. See *In Re: Kershaw's Estate*, 42 A.2d 538 (Pa. 1945); *In Re: Dowler's Estate*, 84 A.2d 209 (Pa. 1951). "It is wholly immaterial that the mortgaged property, passing to the wife as surviving tenant by the entireties, did not constitute one of the assets of the decedent's estate. The controlling fact is that he, together with his wife, was personally liable on the bond, that liability continued after his death and therefore constituted a debt of his estate." *Dowler*, 84 A.2d at 201, citing *Kershaw*, 42 A.2d at 538.

Respondent argues that the Prenuptial Agreement between the Decedent and Objector, signed prior to the marriage on August 19, 2016, bars Objector's claim for contribution from Decedent's estate. Specifically, paragraph 6 of the Prenuptial Agreement is relevant to the specifics of this case. Paragraph 6 states:

6. PROVISIONS IN THE EVENT OF DEATH

- (a) **General.** If one of the parties dies while the parties are married to each other (and except for the rights granted or retained by the terms of the Prenuptial Agreement, in particular, the subsequent paragraphs of paragraph 6 hereof), each of the parties hereto shall be deemed to have waived, released and relinquished any and all rights whatsoever which he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or estate of the other as surviving spouse, heir, at law or otherwise, including, without limitation, pre-termitted spouse share, homestead property, exempt property, inchoate interest, dower, curtesy, family allowance, the right to take intestacy, any rights of surviving spouse to take against the other's will or against any conveyance made by the other party, the right to act as executor, administrator or personal representative of the other's estate and any other similar rights granted to him or her by the laws of the Commonwealth of Pennsylvania or by the laws of any other jurisdiction which may be applicable.
- (b) **Jointly Owned Property.** If either party dies while the parties are married to each other and not separated as defined herein, all jointly owned property as set forth in paragraph 5(b)(ii), *supra*, shall pass to the surviving spouse.
- (c) **Subsequent Wills or Trusts.** If either party dies while the parties are married to each other and not separated as defined herein, the provisions of this paragraph shall not affect the right of either party to provide for the other as he or she may see fit by will or other bequest executed after or simultaneously with the date of execution of this Prenuptial Agreement, including, but not limited to, any *inter vivos* or testamentary trusts, which results in property interests in addition to those contemplated by this Prenuptial Agreement, or to appoint him or her as

executor, nor shall this Prenuptial Agreement bar either party from serving as executor in the event of such appointment by the other after the date of execution of this Prenuptial Agreement, nor shall it operate to bar any survivorship rights of either party and any jointly held property acquired after the date of execution of this Prenuptial Agreement. Nothing herein contained shall be deemed to constitute a waiver by either party of any bequest or legacy greater than as provided for in this Prenuptial Agreement which may be left to him or her by any will or codicil of the other executed after the date of execution of the Prenuptial Agreement, or the right to act as executor if so appointed. However, other than as specifically set forth herein, the parties acknowledge no representations or promises of any kind whatsoever have been made by either of them to the other with respect to any such bequest or legal.

(d) **Death Provisions Inapplicable Upon Separation.**

The provisions of subparagraph (b) and (c) above shall apply only in the event of the death of a party while Jack and Christine are married to each other and not separated. In the event one party dies after separation as defined herein, then the provisions of paragraph 7 of this Prenuptial Agreement relating to separation or divorce shall be controlling.

Prenuptial Agreement By and Between John W. Bream, III and Christine L. Reed, dated August 19, 2016.

As set forth in *Raiken v. Mellon*, 582 A.2d 11 (Pa. Super. 1989):

“Prenuptial agreements are contracts, and, as such, should be evaluated under the same criteria as are applicable to other types of contracts. *Simeone v. Simeone*, 581 A.2d 160, 165 (Pa. 1990). When interpreting a prenuptial agreement, the court, as in dealing with an ordinary contract, must determine the intention of the parties. *Laub v. Laub*, 351 Pa. Super. 110, 115 – 117, 505 A.2d 290, 293 (1986). When the words of a contract are clear and unambiguous, the intent of the parties is to be

discovered from the express language of the agreement. Id. 505 A.2d at 293, citing, *Steuart v. McChesney*, 498 Pa. 45, 444 A.2d 659 (1982).”

Id. at 13.

The words of the Prenuptial Agreement are clear and unambiguous. As set forth in paragraph 6(b), all jointly owned property shall pass to the surviving spouse. As set forth in paragraph 6(c), “nor shall it (the Prenuptial Agreement) operate to bar any survivorship rights of either party and any jointly held property acquired after the date of execution of the Prenuptial Agreement.” Furthermore, the property was purchased during the marriage as tenancy by the entireties property. Paragraph 6(b) and 6(c) modify and control paragraph 6(a)’s general release and waiver language. Therefore, the Supreme Court’s ruling in *Dowler Estate* and *Kershaw Estate* is applicable and relevant to jointly owned property of Decedent and Objector and any date-of-death balance of joint debt of Decedent and Objector. This Court rules in favor of Objector concerning the claim of \$54,500.00 representing one half the date of death balance of the mortgage encumbering the Marital Residence.

Objector’s claim of \$71,000.00, representing one half the date of death balance of the Bank OZK loan encumbering title to the yacht is concerning. As set forth in the Findings of Fact, Objector and Decedent purchased the yacht in their joint name on August 9, 2018 for a purchase price of \$230,000.00. The yacht was financed, in part, by a joint loan to Objector and Decedent from Bank OZK in the amount of \$141,500.00. The remainder of the purchase price, \$88,500.00, was provided by Decedent, who placed the funds in a joint account owned by Objector and Decedent. After Decedent’s death Objector sold the yacht in December 2018 for approximately \$235,000.00, which was used to pay off the remainder of the \$142,000.00 joint OZK loan, resulting in a windfall for Objector of approximately \$93,000.00. Objector claims that the estate owes her an additional \$71,000.00, representing one half the date of death balance of the Bank OZK loan encumbering title to the yacht. Ultimately, if Objector’s claim is successful, she would receive an unexpected gain of approximately \$164,000.00 concerning the yacht.

This Court can find no legal basis to deny Objector’s claim of \$71,000.00 concerning the yacht. Based on the analysis previously

set forth in this Opinion, the Pennsylvania Supreme Court rulings in *Dowler Estate* and *Kershaw Estate* are controlling and preclude this Court from denying Objector's claim concerning the yacht. Therefore, this Court reluctantly rules in favor of Objector concerning the claim of \$71,000.00, representing one half the date of death balance of the Bank OZK loan encumbering title to the yacht.

Objector's claim of \$8,137.63, representing the entire date of death balance of the Palladium Travel Club loan, is denied. This Court agrees with Respondent that it is Palladium Travel Club's responsibility to file a timely claim against the estate to seek satisfaction of the remaining balance owed on the timeshare loan. Furthermore, Objector does not meet the test for third-party beneficiary status with respect to the timeshare loan between Decedent and Palladium Travel Club. As set forth in *Scrapitti v. Weborg*, 530 Pa. 366, 609 A.2d 147 (Pa. 1992), the Supreme Court of Pennsylvania set forth the current standing for determining whether someone is a third-party beneficiary to a contract:

“In order for a third-party beneficiary to have standing to recover on a contract, both contracting parties must have expressed an intention that the third party be a beneficiary, and that intention must have affirmatively appeared in the contract itself.”

Id. at 149.

As set forth in *Burks v. Federal Insurance Company*, 888 A.2d 1086 (Pa. Super. 2005):

“Therefore, even when the contract does not expressly state that the third party is intended to be a beneficiary, as in the instant case, the party may still be a third-party beneficiary under the foregoing test. But *Guy* did not alter the requirement that in order for one to achieve third-party beneficiary status, that party must show that both parties to the contract so intended, and that such intent was within the parties contemplation at the time the contract was formed.”

Id. at 1088. This Court finds that Objector has not met the test for third-party beneficiary status. Furthermore, Objector has not presented any case law or a legal basis to assert a claim against an estate as a third-party beneficiary.

Accordingly, the attached Order is entered.

ORDER OF COURT

AND NOW, this 26th day of January, 2021, in consideration of Objector's Objection to Account, filed January 23, 2020, and for the reasons set forth in the attached Opinion, said Objection to Account is granted in part and denied in part.

Objector's claim for \$8,137.63, representing the entire date-of-death balance of the Palladium Travel Club loan is denied. Objector's claim for \$71,000.00, representing one half the date-of-death balance of the Bank OZK loan encumbering title to the yacht is granted. Objector's claim of \$54,500.00, representing one half the date-of-death balance of the mortgage encumbering the Marital Residence is granted. Therefore, Respondent Mark D. Bream, executor of the estate of John W. Bream, III, is hereby directed to pay Objector, Christine L. Bream, \$125,500.00 from the estate of Decedent John W. Bream, III.

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-line auction conducted by Bid4Assets, 8757 Georgia, Ave., Suite 520, Silver Springs, MD 20910.

No. 19-SU-1133

ACNB Bank, Formerly Known as Adams County National Bank
vs.

Baltimore Street Income Partners, L.P., Oakton Development Co., General Partner

Property Address: 116 Baltimore Street, Gettysburg, PA 17325

UPI/Tax Parcel Number:
16010-0117--000

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

Improvements Thereon:
Commercial Property

Judgement Amount: \$181,719.50

Attorneys for Plaintiff:

Puhl & Thrasher
220 Baltimore Street
Gettysburg, PA 17325

No. 20-SU-218

ACNB Bank
vs.

Tammy L. Gaines and Gregory Edward Lewis

Property Address: 315 Main Street, York Springs, PA 17372

UPI/Tax Parcel Number:
42-002-0020--000

Owner(s) of property situate in the Borough of York Springs, Adams County, Pennsylvania

Improvements Thereon:
Residential Dwelling

Judgment Amount: \$72,276.83

Attorneys for Plaintiff:

CGA Law Firm
135 North George Street
York, PA 17401

No. 20-SU-603

Aurora Financial Group INC.
vs.

Alejandra Marie Gutierrez

Property Address: 131 Conewago Drive, Hanover, PA 17331

UPI/Tax Parcel Number:
08K14-0234-000

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

Improvements Thereon:
Residential Dwelling

Judgement Amount: \$164,064.90

Attorneys for Plaintiff:

KML Law Group, P.C.

No. 20-SU-313

Wilmington Savings Fund Society, FSB, As Trustee of Stanwich Mortgage Loan Trust F
vs.

Stephen Douglas Mixell

Property Address: 28 Burnside Drive, East Berlin, PA 17316

UPI/Tax Parcel Number:
23103-0033---000

Owner(s) or property situate in Latimore Township, Adams County, Pennsylvania

Improvements Thereon:
Residential Dwelling

Judgement Amount: \$118,210.90

Attorneys for Plaintiff:

Hill Wallack

No. 19-SU-1071

PNC Bank, National Association, Successor By Merger to National City Mortgage a Division of National City Bank
vs.

Cynthia E. Myers

Property Address: 1350 Church Road, Orrtanna, PA 17353

UPI/Tax Parcel Number:
12B08-0017---000

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

Improvements Thereon:
Residential Dwelling

Judgement Amount: \$115,699.75

Attorneys for Plaintiff:

Manley Deas Kochalski, LLC

No. 20-SU-560

JPMorgan Chase Bank, National Association
vs.

Cathleen A. Overholtzer, Gregory E. Overholtzer

Property Address: 230 Conewago Drive, East Berlin, PA 17316

UPI/Tax Parcel Number:
36L08-0023-000

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

Improvements Thereon:
Residential Dwelling

Judgement Amount: \$68,542.48

Attorneys for Plaintiff:

Shapiro & Denardo

No. 19-SU-548

PNC Bank, National Association
vs.

Rebecca J. Stoner and Keith L. Sharrah

Property Address: 481 Arendtville, Biglerville, PA 17307

UPI/Tax Parcel Number:
07E08-0025-000

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

Improvements thereon:
Residential Dwelling

Judgement Amount: \$36,987.28

Attorneys for Plaintiff:

Manley Deas Kochalski LLC

No. 20-SU-301

Wilmington Trust, National Association, Not in its Individual Capacity, But Solely as Trustee of MFRA Trust 2014-2
vs.

Stanley A. Watts, Jr., and Wendy S. Watts

Property Address: 6335 Oxford Road, Gardners, PA 17324

UPI/Tax Parcel Number:
22H04-0007-000

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

Improvements thereon:
Residential Dwelling

Judgement Amount: \$215,413.96 plus

interest from July 1, 2020 to date of

Sale at per diem rate of \$21.79

Attorneys for Plaintiff:

Hill Wallack LLP

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

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

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

James W. Muller
Sheriff of Adams County
www.adamscounty.us

2/19, 2/26 & 3/5

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 on-line auction conducted by Bid4Assets, 8757 Georgia, Ave., Suite 520, Silver Springs, MD 20910.

No. 20-SU-331

Wells Fargo Bank, National Association as Trustee for Soundview Home Loan Trust 2007-opt-5, Asset-Backed Certificates, Series 2007-opt5 vs.

Betty White a/k/a Betty J. White and John White a/k/a John E. White Property Address: 645 Mount Hope Road, Fairfield, PA 17320 UPI/Tax Parcel Number: 18C14-0017A-000

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

Improvements thereon: Residential Dwelling Judgement Amount: \$173,626.70 Attorneys for Plaintiff: Stern & Eisenberg

No. 20-SU-680

U.S. Bank Trust National Association, As Trustee for Towd Point Master Funding Trust 2018-PM21 vs.

Melissa Lynn Myers, as Administratrix of the Estate of Jacklyn M. Myers Deceased Property Address: 323 Parkway Drive, Littlestown, PA 17340 UPI/Tax Parcel Number: 27005-0141B-000

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

Improvements thereon: Residential Dwelling Judgement Amount: \$233,760.45 Attorneys for Plaintiff: KML Law Group, P.C.

No. 20-SU-119

Caliber Home Loans, INC. vs.

Terrance J. Shanahan a/k/a Terrance Shanahan, Sallie Shanahan, a/k/a Sallie A. Shanahan, The Sallie A. Shanahan Revocable Trust dated October 22, 2018 Property Address: 54 North Allwood Drive, Hanover, PA 17331 UPI/Tax Parcel Number: 08033-0004-000

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

Improvements thereon:

Residential Dwelling Judgement Amount: \$401,522.30 Attorneys for Plaintiff: Manley Deas Kochalski 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

2/19, 2/26 & 3/5

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 WAYNE B. BERKLEY, DEC'D**

Late of the Borough of Littlestown, Adams County, Pennsylvania
Gail Smith, 49 Brewster Street, Hallstead, PA 18822

Attorney: Michael J. Giangrieco, Esq., Giangrieco Law, PC, P.O. Box 126, Montrose, PA 18801

ESTATE OF KAY A. HERTZ, a/k/a KAY ANN HERTZ, DEC'D

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Executor: Donald E. Horn, Jr. 123 Farmstead Drive, Lancaster, PA 17603

Attorney: Clayton A. Lingg, Esq., Mooney Law, 230 York Street, Hanover, PA 17331

ESTATE OF CARROLL B. SMITH, JR., DEC'D

Late of the Borough of Fairfield, Adams County, Pennsylvania

Executrix: Claire H. Smith, 366 Cross Street, Norwell, MA 02061

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

ESTATE OF MARYLN L. THOMAN, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Executors: Wade S. Thoman, 3 South Street, Hanover, PA 17331; Wanda G. Thoman, 315 Frederick Street, Hanover, PA 17331

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

SECOND PUBLICATION**ESTATE OF MARY E. AHLERS, DEC'D**

Late of Straban Township, Adams County, Pennsylvania

Executor: Steven E. Ahlers, 1636 Baltimore Pike, Dillsburg, PA 17019

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

ESTATE OF ROBERT V. COE, DEC'D

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Personal Representative: Ayana Victoria Coe, 101 Main Street, McSherrystown, PA 17344

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

ESTATE OF CLYDE STANLEY DEHOFF, JR., DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Executor: Thomas K. DeHoff, 7327 Rosewood Manor Lane, Laytonsville, MD 20882

ESTATE OF CAROLYN JEAN HARRIS, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executrix: Gina M. Valentine, 222 Christ Church Road, Littlestown, PA 17340

Attorney: Dennis M. Twigg, Esq., Hoffman, Comfort, Ofutt, Scott & Halstad, LLP, 24 North Court Street, Westminster, MD 21157

ESTATE OF CAROL SUE HAY, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Co-Executors: Emily Ann Carbaugh, 309 West Elm Avenue, Hanover, PA 17331; Michael Joseph Hay, 150 W. Highland Avenue, Spring Grove, PA 17362

Attorney: Clayton A. Lingg, Esq., Mooney Law, 230 York Street, Hanover, PA 17331

ESTATE OF DONALD E. HEUSNER a/k/a DONALD EDWARD HEUSNER, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Lois A. Von Sas, 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 WILLIAM JOHN LEIBERTON, JR., DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Co-Executors: Beth L. Reeder and Ann L. Etchberger, 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 RICHARD E. MYERS, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Sharon E. Myers, 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 BARRY R. NOEL, DEC'D

Late of Highland Township, Adams County, Pennsylvania

Andrea Noel Dunn, 3719 Forest Grove Drive, Annandale, VA 22003

Attorney: John J. Murphy III, Esq., Patrono & Murphy, LLC, 28 West Middle Street, Gettysburg, PA 17325

ESTATE OF EUGENE H. RICHARDSON, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Phyllis Mummert, 415 Ardmore Lane, Abbotstown, PA 17301

Attorney: Thomas R. Nell, Esq., 130 W. King Street, P.O. Box 1019, East Berlin, PA 17316

ESTATE OF DONALD L. SCHAEFFER, DEC'D

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

Executor: George W. Schaeffer, 5830 Oakland Road, Sykesville, MD 21784

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

ESTATE OF MARYETTA T. SCHWEITZER, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executor: Margaret Alexander, 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 MARTIN L. SIDWELL, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Executrix: Felicity M. Sidwell, 105 Goldenville Road, Gettysburg, PA 17325

Attorney: Clayton A. Lingg, Esq., Mooney Law, 230 York Street, Hanover, PA 17331

SECOND PUBLICATION CONTINUED**ESTATE OF SUSAN P. SPERTZEL, DEC'D**

Late of Reading Township, Adams County, Pennsylvania

Diane M. Huber, 104 Schofield Drive, East Berlin, PA 17316

Attorney: Thomas R. Nell, Esq., 130 W. King Street, P.O. Box 1019, East Berlin, PA 17316

ESTATE OF JANE T. TAYLOR, DEC'D

Late of the Borough of Biglerville, Adams County, Pennsylvania

Co-Executors: Nancy T. Crum, 1681 Carlisle Road, Aspers, PA 17304; Richard G. Taylor, 750 Fairview Avenue, Gettysburg, PA 17325; Larry G. Taylor, 217 Brenneman Road, Lancaster, PA 17603; Joan T. Bucher, 2482 Chambersburg Road, Biglerville, PA 17307

Attorney: Harold A. Eastman, Jr., Esq., Barley Snyder, 123 Baltimore Street, Suite 101, Gettysburg, PA 17325

ESTATE OF DONALD McCAIN THOMAS, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Jessica N. Thomas, 35 Cougar Drive, Hanover, PA 17331

Attorney: Arthur J. Becker, Jr., Esq., Becker Law Group, P.C., 529 Carlisle Street, Hanover, PA 17331

THIRD PUBLICATION**ESTATE OF NANCY L. BIBLE, DEC'D**

Late of the Borough of Littlestown, Adams County, Pennsylvania

Kathy J. Page, 188 Teeter Road, Littlestown, PA 17340; Carl E. Bible, 6237 Hoff Road, Spring Grove, PA 17362

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

ESTATE OF RONALD F. HEISER, DEC'D

Late of the Borough of McSherrystown, Adams County, Pennsylvania

William E. Heiser, 260 Oakwood Drive, Spring Grove, PA 17362

Attorney: Ann C. Shultis, Esq., Salzmann Hughes, P.C., 1147 Eichelberger Street, Hanover, PA 17331

ESTATE OF MICHAEL F. JOHNSON a/k/a MICHAEL FRANCIS JOHNSON, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Executor: Edward R. Johnson, 340 Barley Circle, Hanover, PA 17331

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

ESTATE OF JANET A. RICKRODE, DEC'D

Late of Hamilton Township, Adams County, Pennsylvania

Ricky Dean Herman, 240 Berlin Road, New Oxford, PA 17350

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

ESTATE OF DAVID R. SHELLER a/k/a DAVID RAY SHELLER, DEC'D

Late of Mount Joy Township, Adams County, Pennsylvania

Beth Ann Rohrbaugh, 867 Sherman Drive, Gettysburg, PA 17325

Attorney: Taylor K. Thomas, Esq., Becker Law Group, P.C., 529 Carlisle Street, Hanover, PA 17331

ESTATE OF RALPH D. SPENCE, DEC'D

Late of the Borough of Arendtsville, Adams County, Pennsylvania

Executor: Jeffrey A. Plattenburg, 780 Kindig Road, Littlestown, PA 17340

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

ESTATE OF SHIRLEY C. SPENCE, DEC'D

Late of the Borough of Arendtsville, Adams County, Pennsylvania

Executor: Jeffrey A. Plattenburg, 780 Kindig Road, Littlestown, PA 17340

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