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LANCASTER BAR ASSOCIATION

Lancaster Law Review

The Official Legal Periodical of Lancaster County

Vol. 95

LANCASTER, PA OCTOBER 29, 2021

No. 44

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LANCASTER LAW REVIEW

(USPS 304-080)

The Official Legal Periodical of Lancaster County –
Reporting the Decisions of the Courts of Lancaster County

OWNED AND PUBLISHED WEEKLY BY

LANCASTER BAR ASSOCIATION

2021

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**LANCASTER BAR ASSOCIATION
CALENDAR OF EVENTS**

November Events

November 4, 2021

Bridge the Gap
LBA Headquarters

November 5, 2021

Memorial Service
Lancaster County Courthouse --
Courtroom A
1:00 pm - John "Jack" Sofilka

November 13, 2021

Wills for Heroes Event
Public Safety Training Center

November 19, 2021

The Extraordinary Give

December Events

December 6-10, 2021

Membership Week

December 9, 2021

LBA Holiday Party
LBA Headquarters

LANCASTER BAR ASSOCIATION
CONTINUING LEGAL EDUCATION CALENDAR

November 18, 2021

Bankruptcy Update 2021

Time: 12:00pm-1:00pm

Location: Live Webcast

Speakers: Robert Pontz, Esq., and Matthew Bleacher, Esq.

1.0 Substantive Credit

Description: Experienced bankruptcy attorneys Robert Pontz and Matthew Bleacher will offer updates on bankruptcy practice as affected by COVID-19 protocols and reviews of significant commercial and consumer cases of interest over the last eighteen months. Anticipate commentary on recently enacted Subchapter V of the Bankruptcy Code for small businesses and on bankruptcy issues that have reached the US Supreme Court.

November 30, 2021

Employment and Labor Law Summit

Time: 12:00pm-3:20pm

Speakers: Denise Elliott, Esq., Andrea Farney, Esq., Micah Saul, Esq., Jill Welch, Esq., and James Devine, Esq.

2.0 Substantive Credits, 1.0 Ethics Credit

Description: *Year in Review/SCOTUS Updates*

In this session, participants will be exposed to employment related (ADA, FMLA, ADEA, Title VII, Marijuana, COVID-19 etc.) case law highlights from 2020 and 2021. The focus will be on decisions from the U.S. Supreme Court, Third Circuit and Pennsylvania. While a Plaintiff's perspective will guide the overview, the defense perspective and impacts for employers will also be discussed.

Serving on a Non-Profit Board

As attorneys gain experience and become connected within the community, they are asked to serve on non-profit boards. Join Jill Welch for this session to introduce those new to board service -- and remind those of us who already serve -- of our obligations for serving on a board, including fiduciary obligations, understanding by-laws and insurance, managing conflicts of interest, a review of ethical obligations, and our

favorite – how to handle the request to provide legal services for for free.

Employee Leave and Employers Rights During COVID-19

COVID-19 has made an everlasting impact on the workplace, keeping HR professionals on their toes. Medical and personal leave has become more prevalent than ever before. During this CLE Attorney Devine will provide an overview of employee and employer rights when it comes to medical and personal leave. The CLE will highlight President Biden’s prolonged plan to address the COVID-19 crisis and how it may impact the workplace.

December 9, 2021

Municipal Bonds: Basics Plus Recent Developments

Time:12:00pm-1:00pm

Location: In-person at the Lancaster Bar Association and Virtual on Zoom

Speakers: David Unkovic, Esq., and Erica Wible, Esq.

1.0 Substantive Credit

Description: This course will focus first on the nuts and bolts of the process for the issuance of municipal bonds by municipalities, authorities, and school districts. Then it will explore recent developments, including the effect of low interest rates, increased use of taxable bonds, new post-closing disclosure responsibilities, pending legislation, and the emergence of green and social bond designations. Throughout the presentation, attention will be paid to the role of the issuer’s solicitor in the bond process.

LANCASTER BAR ASSOCIATION
LBA UPDATES

AVAILABLE ATTORNEY POSITIONS –

Assistant District Attorney I - Job Summary: An Assistant District Attorney is responsible for the prosecution of a wide array of criminal offenses and handles all phases of a prosecution from pre-investigation through post-sentence appeals. It is the duty of an Assistant District Attorney to seek justice. In doing so, an Assistant District Attorney is responsible for evaluating cases, taking into consideration resources, strength of the evidence, severity of the crime, any impact on victims and the community and policy considerations. Compensation is subject to collective bargaining.

Minimum Qualifications: Bachelor's Degree; Juris Doctorate; Licensed to practice law in the Commonwealth of Pennsylvania; Successfully meet the requirements of the criminal history background check; Compliance with the County's "authorized" driver guidelines.

Apply: <https://www.co.lancaster.pa.us/1144/Employment-Opportunities>
Job ID: 3076

Assistant District Attorney – Juvenile Unit Manager - Job Summary: The Assistant District Attorney who supervises the Juvenile Unit must oversee prosecution of all juvenile cases. These duties include case assignment and active monitoring and supervision of all cases in the unit and all unit members. It should be noted that many of the cases in the unit are assigned to the newest members of the office.

Report directly to the First Deputy District Attorney concerning unit case status and unique unit issues. This supervisor is responsible for partial training of the newest prosecutors in the office and thus provides a critical supervisory role and this position requires specialized expertise in their field of practice.

Be responsible for personal caseload including juvenile cases certified for adult prosecution as assigned, investigation review/consultation, victim interviews, preliminary hearing, appropriate bail hearings, pre-trial matters, plea negotiations, trials, and post-trial and appellate matters.

Consult with necessary persons for case preparation and disposition including victims, witnesses, police officers, legal advocates, probation officers and civil attorneys.

Assist in training and coordination of Youth Aid Panels.

Develop and recommend appropriate procedures for the District Attorney's consideration for local implementation.

Provide outreach and educational sessions to all school districts in the county with the aim of coordinating prevention efforts in the areas of crime and juvenile issues such as sexting, bullying, drugs and abuse.

Minimum Qualifications: Bachelor's Degree; Juris Doctorate; Licensed to practice law in the Commonwealth of Pennsylvania; Successfully meet the

requirements of the criminal history background check; Compliance with the County's "authorized" driver guidelines..

Apply: <https://www.co.lancaster.pa.us/1144/Employment-Opportunities>
Job ID: 3156

Associate Position - Rowe Law Offices, P.C., a Berks County family law firm with satellite offices in Lancaster and the Lehigh Valley, is seeking an associate to join our expanding team. Experience preferred, but will train the right candidate. We handle family law matters in Berks, Lancaster, Lebanon, Lehigh, Northampton, Schuylkill, and York Counties.

Good interpersonal skills, excellent writing ability, a great work ethic, the ability to get along with others, willingness to be a team player, and to accomplish results for the client are critical. Aggressive salary with opportunity to earn a significant monthly bonus. We have a collegial work atmosphere, which will enable the successful candidate to learn quickly and advance rapidly. We focus on all aspects of family law; however, if a successful candidate has experience in other areas of the law, we can expand our practice areas. The candidate will also assist clients in estate planning, probating estates, as well as real estate matters.

We encourage all interested applicants to apply. For those with family law experience, we are willing to offer a significant increase in salary over the applicant's current salary. All inquiries will be held in the strictest confidence. E.O.E. Please send resume and a cover letter to wld.4744247@gmail.com, by fax at (610) 478-7725, or mail to Rowe Law Offices, P.C., 1200 Broadcasting Road, Suite 101, Wyomissing, PA 19610.

Assistant County Solicitor –Children and Youth - County of Lancaster, Pennsylvania- This position will provide and/or supervise a full range of legal services relating to the Child Protective Services Law. This position requires a JD degree. For a detailed job description and application, refer to www.co.lancaster.pa.us

Litigation Attorney - Post & Schell's Casualty Litigation Department is currently seeking an attorney with 0-2 years' of litigation experience, preferably civil but criminal is also a plus, for the Firm's Lancaster Office. Top-notch academic background as well as excellent written and oral advocacy skills required. Must be licensed to practice in Pennsylvania or have taken the Pennsylvania Bar Examination and are awaiting results. Competitive salary and full benefits.

To Apply: Resumes, with cover letter, should be sent by regular mail or electronically (preferred) to:

Hiring Partner

Post & Schell, P.C.
Four Penn Center
1600 John F. Kennedy Boulevard
Philadelphia, PA 19103
jobs@postschell.com

Family Law Associate Attorney - Harrisburg general practice law firm, Caldwell & Kearns, has an immediate need for a Family Law Associate Attorney with 1-3 years of experience in all facets of Family law to join our team of professionals. We offer a great work environment with a competitive salary, commensurate with experience, and a broad range of excellent benefits. Uptown location with river view and off-street parking. Please provide resume and cover letter with salary expectations to Monica Simpson, msimpson@cklegal.net.

Associate Attorney - Carosella & Associates, P.C., a West Chester, PA, based law firm seeks an associate attorney having family law experience. Position available can be either full time or part time with flexible hours. You will be working in a collaborative environment with three additional attorneys who specialize in areas of law other than family law. In addition, our firm has a stellar team of paralegal and administrative personnel to assist our attorneys. Our firm has been established in West Chester for the last 25 years and has a large client base. Some familiarity with criminal law, including DUI, would be helpful but not required.

Candidates should have at least eight years of experience working with clients in the areas of litigation, divorce, child custody, and the drafting of divorce settlement agreements. Admission to the Pennsylvania bar is required. A willingness to take on some minor litigation matters unrelated to family law would be helpful.

We would also be happy to assimilate a solo practitioner into our firm. For additional information please contact Vince Carosella, Esquire, at 610-431-3300 during regular business hours. Resumes may be submitted to info@carosella.com.

This is an excellent opportunity to join forces with a well-established and well-respected law firm practicing throughout Southeastern Pennsylvania for the last 2 1/2 decades.

LANCASTER BAR ASSOCIATION
MEMORIAL RESOLUTION IN HONOR OF DAVID R. KELLER

On Saturday, August 3, 2019, Dave's three children, his wife, Carol, and the extended family of David R. Keller lost a source of their comfort, humor, and encouragement - when Dave lost his lengthy battle with pancreatic cancer. He was 69 years old.

Born in Plainfield, N.J., to Richard and Frances Keller, Dave was educated in New Jersey and Philadelphia. He graduated with honors from Princeton University, then earned his J.D., magna cum laude, at Temple University School of Law.

Dave had three careers - excelling in each. His first was as husband to Carol for more than 40 years, as Dad to Eric, Drew, and Marley, and as grandfather to Isaac, Abraham, and Malachi.

Dave's second career was as a lawyer. He spent six years as a Senior Labor Management Relations Examiner with the National Labor Relations Board, six years as an attorney with Obermayer, Rebmann, Maxwell & Hippel in Philadelphia, but then more than 33 years at Barley Snyder, here in Lancaster - where he chaired the Labor & Employment Group and he then served as the firm's Managing Partner from 1993 to 2001. Dave also was recognized by his peers, chairing the Labor Law Section of the Pennsylvania Bar Association.

As a third career, Dave was a leader in the Lancaster County business community, fulfilling his stated perspective that, "Giving back to the community is an obligation." He was chosen to chair the boards of the Lancaster Chamber of Commerce, the Lancaster Alliance, the Economic Development Company of Lancaster, the Lancaster Workforce Investment Board, and the Lancaster Private Industry Council. His board memberships also included the United Way of Lancaster and the Visiting Nurse Association of Lancaster.

In 2018, the Lancaster Chamber of Commerce bestowed its annual "Exemplar Award" to David R. Keller. He was recognized as the individual in the Lancaster business community who best exemplified the Chamber's mission - by making significant contributions to the business community and by helping to improve Lancaster County's quality of life, through private sector enterprise.

To his family, his community, and to his colleagues at Barley Snyder, Dave selflessly and effectively was a servant leader and mentor. For himself, Dave looked to his predecessor as Managing Partner at Barley Snyder, saying, "I had one guiding principle as I heard John Shirk say it over and over again and it is, 'Do the right thing'."

Such a man blessed those who knew him socially as well as professionally. Those fortunate enough to play golf with Dave always won

- perhaps not on their scorecards, but in their conversations with Dave. Others shared Dave's appreciation for a fine cigar. How serendipitous that Barley Snyder was adjacent to the Demuth Tobacco Shop, in business since 1770.

Dave flourished in all three of his careers. In doing so, he succeeded in fulfilling words of wisdom that he heard from his own father. In 2018, Dave recalled, "My father told me that the secret of life is to be able to get up in the morning and look forward to what you plan to do. I have been able to do that throughout my career here [at Barley Snyder and in Lancaster County]."

Because of Dave, many in Lancaster County have been able to look forward to their daily lives also. We now are less, because he has left us, but we are so much more, because he was with us.

Dave is and will be missed.

NOW, THEREFORE, be it resolved this 15th day of October, 2021, that the members of the Lancaster Bar Association extend their sympathy to the family of David R. Keller, that this tribute in his commemoration be entered into the Minutes of the Association, and that a copy of this Resolution be sent to his family.

Lancaster Bar Association Memorial Resolution Committee

/s/James R. Adams
James R. Adams

/s/Jennifer L. Craighead Carey
Jennifer L. Craighead Carey

/s/David J. Freedman
David J. Freedman

/s/Caroline M. Hoffer
Caroline M. Hoffer

/s/W. Jeffrey Sidebottom
W. Jeffrey Sidebottom

/s/Jill S. Welch
Jill S. Welch

Court of Common Pleas of Lancaster County, Pennsylvania
Civil Action - Law

AFE Enters., LP v. Friedly

Agency Contract – Motion For Summary Judgment

Summary judgment denied where Real Estate Licensing and Registration Act was incorporated into the agency contract between AFE and Howard Hanna where reference to the consumer notice was included under the heading of “special clauses” in the agency contract.

Opinion. AFE Enterprises, LP, Plaintiff/Counterclaim Defendant, v. Joanne Friedly and Howard Hanna Company, D/B/A Howard Hanna Real Estate Services, Defendant/Counterclaim Plaintiff v. Monica Miller And Christine Sable, Additional Defendants. CI-18-07700.

Kevin M. French, Esquire, *Counsel for AFE Enterprises, LP*
Veronica L. Morrison, Esquire, *Counsel for Howard Hanna Company*
Matthew R. Major, Esquire, *Counsel for Christine Sable*
Brandon S. Harter, Esquire, *Counsel for Monica Miller*

OPINION BY BROWN, J., May 7, 2021. This case is before the court on the motion for summary judgment filed by Defendant/Counterclaim Plaintiff, Howard Hanna Company, d/b/a Howard Hanna Real Estate Services (hereinafter “Howard Hanna”). Howard Hanna seeks summary judgment on all claims flowing from Miller’s alleged representations under the theory that the parol evidence rule prevents plaintiff from introducing any evidence of said representations. Howard Hanna asserts that without this evidence, the plaintiff’s case collapses entirely. Additionally, Howard Hanna argues count II of plaintiff’s amended complaint is legally unsound as it seeks to recover for an alleged breach of general duties imposed on realtors by the Real Estate Licensing and Registration Act (RELRA). Lastly, Howard Hanna contends that count V of the amended complaint seeking damages for interference with prospective contractual relations is legally unsound because the alleged interference at issue consisted of Howard Hanna disseminating truthful information. This matter has been briefed by the parties. Defendant, Howard Hanna’s request will be DENIED as the court finds as a matter of law that there exists a material issue of disputed facts and that Defendant Howard Hanna is not entitled to judgment as a matter of law.

I. Facts and Procedural Background

This case revolves around a contract entered into between AFE Enterprises and Lancaster County for a commercial property located in East Hempfield Township, Lancaster County, and Howard Hanna’s involvement as the listing agency. Plaintiff initiated this action through a complaint filed on September 13, 2018. Defendants JoAnne Friedly and Howard Hanna filed preliminary objections on October 22, 2018. Plaintiff filed an amended complaint on November 8, 2018. Defendants JoAnne Friedly and Howard Hanna filed preliminary objections on December 13, 2018. After briefing and oral argument on the matter, the

Honorable David L. Ashworth sustained the defendants' demurrer to all counts as they related to JoAnne Friedly and dismissed Ms. Friedly from this action.

In the Fall of 2016, the subject property, 2260 Erin Court, was owned by the County of Lancaster. Howard Hanna's Lancaster real estate office was located on the first floor of the property pursuant to a lease with the County of Lancaster. In or about September 2016, Monica Miller (hereinafter "Miller"), a real estate agent with Howard Hanna asked Mr. Anthony F. Essis (hereinafter "Essis"), managing member of AFE's general partner, if AFE was interested in purchasing 2260 Erin Court as a commercial investment property. Essis responded affirmatively, expressing to Miller that AFE intended to lease the second floor of the property to another tenant. Miller represented at some point in time to Essis that front door access by a second-floor tenant would not be an issue and would not preclude leasing the second floor of the premises.

In or about September 2016, Essis and his brother, Frank Essis (now deceased), visited the property with Miller. They discussed the layout and general condition of the property with the understanding that AFE was looking for a commercial investment property to rent out as a two-tenant commercial property. The brothers discussed front door access with Miller since there was only one front door access for the entire property. Miller assured them it would not be an issue, however, she would check with Ms. Friedly and Ms. Fiorina, the persons in charge of Howard Hanna's Lancaster office, to confirm. Later, Miller told the brothers that she was assured by Friedly and Fiorina that front door access for a second-floor tenant would not be an issue. Additionally, in a pre-closing walk through of the property, Miller confirmed to Ms. Allison Fisher and Ms. Sarah Barbour, AFE's property management agents, that front door access for a second-floor tenant was not an issue.

On or about December 14, 2016, AFE entered into a commercial buyer/tenant agency contract with Howard Hanna as its broker and buyer's agent, and Miller as Howard Hanna's licensed real estate agent. Contemporaneously, Miller provided Essis with the consumer notice referenced in the agency contract and asked him to execute the notice. Soon after closing on AFE's purchase of 2260 Erin Court, Friedly and other agents and employees of Howard Hanna made an issue of front door access for a second-floor tenant. Howard Hanna took the position that under its lease with Lancaster County, it was not required to provide front door access for a second-floor tenant. Howard Hanna communicated its position concerning front door access to prospective second floor tenants for AFE. AFE and its property management agent made numerous attempts to resolve the issue with Howard Hanna, including offering the second-floor space to Howard Hanna at a below market rent. Howard Hanna communicated to AFE that it did not need the second-floor space. However, internal emails produced during discovery show that Howard Hanna intended to take advantage of the difficulty AFE was having leasing the second floor to negotiate a lower rate for itself for the second floor.

II. Summary Judgment Standard

A party may move for summary judgment

- (1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report, or
- (2) if, after the completion of discovery relevant to the motion, including the production of expert reports, an adverse party who will bear the burden of proof at trial has failed to produce evidence of facts essential to the cause of action or defense which in a jury trial would require the issues to be submitted to a jury.

Pa.R.C.P. 1035.2. “Summary judgment may be granted only when the right to judgment is clear and free of doubt.” *Barnish v. KWI Bldg. Co.*, 980 A.2d 535, 543 (Pa. 2009). In determining whether to grant a motion for summary judgment, “the court must examine the record in the light most favorable to the non-moving party and resolve all doubts against the moving party as to the existence of a triable issue.” *Biernacki v. Presque Isle Condos. Unit Owners Ass’n, Inc.*, 828 A.2d 1114, 1116 (Pa. Super. 2003). “If there is evidence that would allow a fact-finder to render a verdict in favor of the non-moving party, then summary judgment should be denied.” *Reinoso v. Heritage Warminster SPE LLC*, 108 A.3d 80, 84 (Pa. Super. 2015).

“The moving party has the burden of proving that there is no genuine issue of material fact. The record and any inferences therefrom must be viewed in the light most favorable to the nonmoving party, and any doubt must be resolved against the moving party.” *Roberts v. Estate of Pursley*, 700 A.2d 475, 481 (Pa. Super. 1997) (internal citations omitted). In response, the nonmoving party may not rest upon the pleadings but must set forth facts demonstrating a genuine issue for trial. *DeSantis v. Frick Co.*, 745 A.2d 624, 625 (Pa. Super. 1999).

III. Discussion

There are three issues presented in Howard Hanna’s motion for summary judgment. First, whether the parol evidence rule bars admission of all evidence of Miller’s alleged representations concerning access to the second floor of the property. Second, whether AFE can pursue a private cause of action for alleged violations of the duties imposed on realtors by the Real Estate Licensing and Registration Act (RELRA). Lastly, whether the record contains sufficient evidence to support AFE’s claim for tortious interference by Howard Hanna.

As a preliminary matter, AFE raises a concern with some of Howard Hanna’s exhibits that were attached to its motion for summary judgment. Specifically, AFE states that the MLS listing, 2017 appraisal, minutes from a Lancaster County Commissioners meeting, and the Centric

Bank appraisal request form do not qualify as evidence the court may consider under Pa.R.C.P. 1035.1. Furthermore, AFE opines that the documents are inadmissible hearsay and may not be considered by the court in ruling upon a motion for summary judgment. Lastly, AFE states the documents are irrelevant to the issues raised in the motion for summary judgment. Howard Hanna contends in its reply brief that the exhibits fall within well-established exceptions to the rule against hearsay.

Caselaw is clear that unsworn exhibits may not be considered part of the record on summary judgment. *Wheeler v. Johns-Manville Corp.*, 493 A.2d 120, 122 (Pa. Super. 1985). The MLS listing, 2017 appraisal, county commissioners' work session minutes, and Centric Bank appraisal request form are all unsworn exhibits and therefore will not be considered by this court in its decision.

A. The Parol Evidence Rule Does Not Bar Admission of Miller's Representations.

Howard Hanna seeks to exclude Miller's representations to Essis about second-floor access in consideration of the fully-integrated agreement of sale between Lancaster County and AFE. Specifically, the agreement of sale provides in the section titled, "Buyer's Due Diligence," that:

The Property will be transferred in its present condition. It is Buyer's responsibility to determine that the condition and permitted use of the property is satisfactory within ____ days (30 if not specified) from the Execution Date to conduct due diligence (Due Diligence Period), including verifying the condition, permitted use... and other features of the property are satisfactory.

Def's. Ex. 5 at AFE000102.

The agreement of sale also states that "**Buyer has inspected the Property...or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION as a result of such inspections and not because of or in reliance on any representations made by seller or any other party.**" *Id.* (emphasis in original). Furthermore, the agreement contains the following integration clause:

All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the

parties.

Id. at AFE000105.

Howard Hanna contends that since AFE did not insist on including any terms in the agreement of sale regarding second-floor access, AFE was on duty to inspect the property and ensure that it suited AFE's needs. Howard Hanna posits that it is entitled to the protection of the integration clause and the parol evidence rule and thereby Miller's representations must be excluded from evidence. Howard Hanna argues that without Miller's representations regarding second-floor access to the property, counts I-IV of the amended complaint fail.

The parol evidence rule is "well and wisely settled" in Pennsylvania. *Bardwell v. Willis Co.*, 100 A.2d 102, 104 (Pa. 1953).

Where the alleged prior or contemporaneous oral representations or agreements concern a subject which is specifically dealt with in the written contract, and the written contract covers or purports to cover the entire agreement of the parties, the law is now clearly and well settled that in the absence of fraud, accident or mistake the alleged oral representations or agreements are merged in or superseded by the subsequent written contract, and parol evidence to vary, modify or supersede the written contract is inadmissible in evidence.

Id. One of the exceptions to the parol evidence rule is when fraud is alleged. Caselaw is clear that "fraudulent misrepresentations may be proved to modify or avoid a written contract if it is averred and proved that they were omitted from the (complete) written contract by fraud, accident or mistake." Id. (emphasis in original). However, a distinction must be drawn between fraud in the execution and fraud in the inducement. Fraud in the execution occurs when someone executes an agreement because he was defrauded by being led to believe that the document contained terms that actually were omitted therefrom. *Blumenstock v. Gibson*, 811 A.2d 1029, 1036 (Pa. Super. 2002). Fraud in the inducement occurs where "oral representations are fraudulently made without averring they were fraudulently or by accident or mistake omitted from the subsequent complete written contract" and are not admissible under the parol evidence rule. *Bardwell*, 100 A.2d at 104. (emphasis in original). The Pennsylvania Supreme Court emphatically stated that "otherwise the parol evidence rule would become a mockery, because all a party to the written contract would have to do to avoid, modify or nullify it would be to aver (and prove) that the false representations were fraudulently made." Id.

In *Bardwell v. Willis Co.*, the plaintiffs averred that defendant's agents falsely, intentionally, and fraudulently represented at the time the premises were being inspected that the facilities thereon met the

standards required by plaintiffs (relating to ample water facilities, larger drainage facilities, definite electrical facilities and switchboard for operation), and that reliance upon the representations resulted in a five-year lease being signed. 100 A.2d 102, 103 (Pa. 1953). The plaintiffs later sued the defendant for financial losses caused by loss of business since the premises were not as represented. *Id.* The written lease contained two clauses at issue. First, the plaintiffs agreed that they examined and were familiar with the condition of the premises and buildings thereon. *Id.* at 104. Second, the parties agreed that “[t]his lease agreement contains the entire contract and agreement between the parties.” *Id.*

In *Bardwell*, the Court reasoned that because the lease stated that plaintiffs examined and were familiar with the condition of the premises and buildings and agreed that the lease contained the entire contract and agreement between the parties, the plaintiffs were barred from recovery. *Id.* at 104-105. The Court warned that if:

plaintiffs relied on any understanding, promises, representations or agreements made prior to the execution of the written contract or lease, they should have protected themselves by incorporating in the written agreement the promises or representations upon which they now rely, and they should have omitted the provisions which they now desire to repudiate and nullify.

Id. at 105.

Howard Hanna opines that since the agreement of sale for the property states nothing about the desired access of the front door for a second-floor tenant, and expressly disclaims reliance on any assurances or representations outside the four corners of the agreement, plaintiff is forbidden under the parol evidence rule from relying on Miller’s alleged representations to evade the contract.

First, plaintiff counter-argues that the parol evidence rule does not apply to Miller’s oral representations because the subject was not specifically dealt with in the written agreement. Second, plaintiff thinks a key distinction in this case that exempts Miller’s statements from the parol evidence rule is that Howard Hanna was plaintiff’s agent and therefore cannot use the parol evidence rule as a protective shield for the agent’s bad behavior and misrepresentations to its principal. Lastly, and most importantly, plaintiff clarified in its brief that it is “not seeking to vary, modify or supercede (sic) the terms and conditions of the Agreement of Sale with Lancaster County. Defendant’s focus on the Agreement of Sale is misplaced.” *Def’s. Br.* at 9-10. This court agrees.

Count I of plaintiff’s complaint for breach of contract relates to a breach of the agency contract between AFE and Howard Hanna as its broker. Count II for breach of fiduciary duty relates to the defendant’s fiduciary duty to AFE arising out of the agency contract. Count III is for negligence, count IV is for misrepresentation, and count V is for tortious interference. Plaintiff’s prayer for relief is for an amount in excess

of \$75,000, plus costs and such other and further relief as is permitted under the facts and the law. Pl's. Am. Comp. at 17. Plaintiff is not requesting to vary, modify, or supersede the written contract between itself and the County of Lancaster. This court agrees with plaintiff that defendant's focus on the agreement of sale is misplaced. Therefore, Howard Hanna's parol evidence rule argument fails.

B. RELRA Cause of Action.

Howard Hanna contends that AFE cannot pursue a private cause of action for alleged violations of the duties imposed on realtors by the Real Estate Licensing and Registration Act (RELRA), and therefore AFE's count II for breach of fiduciary duty fails. AFE lists pages worth of duties promulgated by the Pennsylvania Real Estate Commission within its amended complaint, which Howard Hanna argues does not create a cause of action for AFE.

Count II of AFE's amended complaint states in part that:

60. Defendants had a fiduciary duty as agent for AFE, as principal, to act in AFE's best interests and put AFE's interests ahead of their own.

61. Defendants' fiduciary duty has its basis in the Agency Contract, the rules and regulations of the Pennsylvania Code and common law.

Am. Comp. ¶¶ 60-61.

The Superior Court of Pennsylvania was clear in *Schwarzwaelder v. Fox* that "RELRA does not contemplate private actions for money damages as an enforcement mechanism and, consequently, does not create a private cause of action." 895 A.2d 614, 620 (2006). "RELRA stives to protect consumers of real estate services by requiring a written agreement between the broker and the consumer." *Skiff re Business, Inc. v. Buckingham Ridgeview, LP*, 991 A.2d 956, 969 (Pa. Super. 2010).

AFE argues that it is not seeking to assert a private cause of action under RELRA, but rather bases its cause of action on the duties referenced in the consumer notice that was arguably incorporated into the agency contract between AFE and Howard Hanna.

The Consumer Notice is an extensive notice to the consuming public of a broker's duties to deal honestly and in good faith with his client, to disclose any conflicts of interest, and to represent his client and not the other party. The Consumer Notice details the specific services to be provided, amount of brokerage fees, duties regarding escrows or deposits, duty to comply with the RELRA, and other matters.

Id. In *Skiff*, the Court refrained from adopting the conclusion that the RELRA can be read into a broker-consumer contract, however, it held that the broker agreement at issue, including the later delivered consumer notice, "already included these same consumer-protection pro-

visions set forth in the RELRA and adopted by the trial court . . .” 991 A.2d at 970.

AFE asserts that it only referred to a real estate agent’s duties under RELRA to further delineate Howard Hanna’s duties to AFE. AFE argues that the consumer notice referenced in the agency contract between the parties was made part of the agency contract and expressly references Howard Hanna’s duties to AFE under RELRA. AFE concedes that only a duty regarding conflicts of interest is detailed in the agency contract without the duties encompassed by the consumer notice. Thus, at issue is whether the consumer notice was incorporated as an enforceable part of the agency contract.

“The terms of a contract include terms in documents that a signed contract document specifically and clearly identifies and expressly incorporates by reference.” In re Estate of Atkinson, 231 A.3d 891, 899 (Pa. Super. 2020). In Atkinson, the contract at issue included a provision that stated, “I have reviewed and read the accompanying CAP AC-COUNT CUSTOMER AGREEMENT (the “CAP Agreement”), including the documents incorporated by reference in the CAP Agreement, and agree to be bound by the terms and conditions contained therein.” Id. at 894.

On page four, lines 201-202 of the agency contract between AFE and Howard Hanna it reads: “Client has read and received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.” Def’s. Ex. 6 at AFE000319. The reference to the Consumer Notice is under the heading of “SPECIAL CLAUSES” with the subheading of “(B) Additional Terms.” Id. Such placement of the consumer notice is indicative of its incorporation into the agency contract. AFE, therefore, may appropriately rely on the duties listed within the consumer notice it was given as referenced in the agency contract.

C. Tortious Interference Claim

Plaintiff asserts that AFE has lost prospective tenants for the second-floor property because Howard Hanna employees and agents have communicated the issue Howard Hanna has created concerning front door access to prospective second floor tenants. Howard Hanna’s defense to the tortious interference claim is straightforward. Howard Hanna maintains that even if it were imparting such information to prospective tenants, it was merely telling the truth. Howard Hanna contends that it has done nothing other than inform prospective tenants that its lease did not require it to provide the tenants access to the second floor through the first floor. Plaintiff disagrees that Howard Hanna was “merely telling the truth,” when the lease required Howard Hanna to provide ADA compliant access to the entire premises – the only ADA compliant access being through the front door.

Section 10.0 of the lease agreement reads as follows:
Tenant shall also comply (such compliance being deemed a Requirement hereunder) with Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. §12181 et seq., and its regulations, as may be amended

from time to time (collectively, the “ADA”) concerning the design, use and occupancy of the Premises, which compliance shall include, without limitation and as required by the then current provisions of the ADA, (i) provision for full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations of the Premises as contemplated by and to the extent required by the ADA, (ii) compliance relating to requirements under the ADA or amendments thereto arising after the date of this Lease, and (iii) compliance related to the design, layout, renovation, redecorating, refurbishment, alteration or improvement to the Premises made or requested by Tenant at any time during the Term of this Lease.

Def’s. Ex. 3 at AFE000122.

While not clear, it appears that AFE interprets the lease as requiring Howard Hanna to allow a second-floor tenant to utilize the front door as part of Howard Hanna’s obligation to provide an ADA compliant access to the entire premises, regardless of whether the tenant is disabled. Howard Hanna interprets this lease provision as requiring Howard Hanna to make the front door available only for someone with a disability – not every individual who would like to use the second floor. The parties did not adequately brief or provide caselaw on how to interpret and enforce the ADA provision in the lease. Additionally, it is not clear whether the parties agree as to what Howard Hanna employees and agents have supposedly been conveying to potential second floor tenants. Such disagreement amounts to a factual dispute and therefore is for a jury to decide.

IV. Conclusion

For the above stated reasons, Defendant, Howard Hanna’s motion for summary judgment is DENIED.

ORDER

AND NOW, this 7th day of May 2021, Defendant, Howard Hanna's motion for summary judgment is hereby DENIED.

BY THE COURT:
LEONARD G. BROWN, III, JUDGE

ESTATE AND TRUST 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. Notice is also hereby given of the existence of the trusts of the deceased settlors set forth below for whom no personal representatives have been appointed within 90 days of death. All persons having claims or demands against said estates or trusts are requested to make known the same, and all persons indebted to said estates or trusts are requested to make payment, without delay, to the executors or administrators or trustees or to their attorneys named below.

FIRST PUBLICATION

Bishop, Joshua Pittenturf, dec'd.

Late of Mount Joy Borough.
Administratrix: Phyllicia Bishop
c/o David P. Carson, 2547 Lititz
Pike, Lancaster, PA 17601.
Attorney: David P. Carson.

Danforth, Susan K., dec'd.

Late of West Lampeter Township.
Executor: Teresa W. Danforth
c/o May Herr & Grosh, LLP, 234
North Duke Street, Lancaster,
PA 17602.
Attorney: Matthew A. Grosh.

Giberson, Robert A., dec'd.

Late of the Township of West
Lampeter.
Executrix: Arlene H. Giberson
c/o James R. Clark, Esquire,
277 Millwood Road, Lancaster,
PA 17603.
Attorney: James R. Clark.

Henise, Priscilla S., dec'd.

Late of Ephrata Township.
Administrator: David S. Henise
c/o Jeffrey C. Goss, Esquire,
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6205, Lancaster, PA 17602.
Attorneys: Brubaker Connaugh-
ton Goss & Lucarelli LLC.

Holliday, Suzanne L., dec'd.

Late of Warwick Township.
Executor: Edward J. Holliday
c/o Law Office of Shawn Pier-
son, 105 East Oregon Road,
Lititz, PA 17543.
Attorney: Shawn M. Pierson, Es-
quire.

**Kindig, Joe a/k/a Joe Keller
Kindig, III a/k/a Joseph Keller
Kindig, III a/k/a Joseph K. Kin-
dig, III**, dec'd.

Late of Manheim Township.
Co-Executors: Jonathan K. Kin-
dig and E. Bradley Clark c/o
Theodore L. Brubaker, Esquire,
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ton Goss & Lucarelli LLC.

Kissinger, Harold P., dec'd.

Late of the Borough of Akron.
Executrix: Shelly Martin c/o E.
Richard Young, Jr., Esq., 1248
W. Main Street, Ephrata, PA
17522.
Attorney: E. Richard Young, Jr.,
Esquire.

Kline, Helen J., dec'd.

Late of the Borough of Lititz.
Executor: David L. Yerger c/o
Gibble Law Offices, P.C., 126
East Main Street, Lititz, PA

17543.
Attorney: Stephen R. Gibble.

Lampariello, Ann M., dec'd.
Late of Lititz Borough.
Administrator: William S. Lampariello c/o Scott Alan Mitchell, Esq., Saxton & Stump, LLC, 280 Granite Run Dr., Ste. 300, Lancaster, PA 17601.
Attorney: Saxton & Stump, LLC.

Lefevre, Garry a/k/a Garry Mark Lefevre a/k/a Garry M. Lefevre, dec'd.

Late of 231 Coral Street, Lancaster, PA 17603.
Administrator: Velda Emonds, 135 Old Post Lane, Strasburg, PA 17579.
Attorney: Patti Spencer, Esquire; Spencer Law Firm, 320 Race Avenue, Lancaster, PA 17603.

Mark, Esther C., dec'd.
Late of the Township of Manheim.
Personal Representatives: Lydia Hallgren, Grace Hess and Daniel Luo, Administrators, c/o Melvin H. Hess, Attorney, P.O. Box 5349, Lancaster, PA 17606.
Attorneys: Gibbel Kraybill & Hess LLP.

McMahon, Michael P., dec'd.
Late of West Lampeter Township.
Administrator: Michael P. McMahon c/o Lancaster Law Group, LLC, 8 N. Queen Street, 8th Fl., Lancaster, PA 17603.
Attorney: Julia M. Parrish.

Miller, Doris Anne a/k/a Doris A. Miller, dec'd.

Late of Lancaster City.
Administratrix: Kathy Feller c/o Steven R. Blair, Attorney at Law, 650 Delp Road, Lancaster, PA 17601.
Attorney: Steven R. Blair.

Naudus, Ronald S., dec'd.
Late of Warwick Township.
Executor: Krystine M. Martin c/o Jeffrey C. Goss, Esquire, 480 New Holland Avenue, Suite 6205, Lancaster, PA 17602.
Attorneys: Brubaker Connaughton Goss & Lucarelli LLC.

Nolt, Joseph P., dec'd.
Late of West Lampeter Township.
Executors: Joseph P. Nolt, III and Jeffrey F. Nolt c/o Anthony P. Schimaneck, 700 North Duke Street, P.O. Box 4686, Lancaster, PA 17604-4686.
Attorney: Morgan, Hallgren, Crosswell & Kane, P.C.

Nunez, Gabriel Esteban a/k/a Gabriel Nunez, dec'd.
Late of Manor Township.
Administrator: Leslie Z. Nunez c/o Appel Yost & Zee LLP, 33 N. Duke Street, Lancaster, PA 17602.
Attorney: Michael J. Rostolsky.

Preston, David Joseph a/k/a Calvin Eugene Bohnke, Jr., dec'd.
Late of Mount Joy Township.
Administratrix: Lisa F. Howell c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.
Attorney: Jeffrey P. Ouellet, Esquire.

Renicky, Donald D., dec'd.

Late of Penn Township.
Personal Representative: Don A. Renicky, Executor, c/o John S. May, Esquire, 49 North Duke Street, Lancaster, PA 17602.
Attorneys: May, Herr & Grosh, LLP.

Veser, Mark F., dec'd.

Late of 206 South Rockford Road, Mountville, PA.
Executor: James R. Veser, 2143 Colebrook Road, Lebanon, PA 17042.
Attorney: None.

SECOND PUBLICATION

Beecher, Doris L., dec'd.

Late of Manheim Township.
Executor: Kimberly Retallack, 523 Cobblestone Lane, Lancaster, PA 17601.
Attorney: None.

Boyne, Antoinette a/k/a Antoinette B. Boyne, dec'd.

Late of Earl Township.
Executor: John F. Boyne c/o Kling and Deibler, LLP, 131 W. Main Street, New Holland, PA 17557.
Attorney: Linda Kling, Esquire; Kling & Deibler, LLP.

Bricker, Anne a/k/a Anne M. Bricker, dec'd.

Late of West Hempfield Township.
Executor: Adam P. Bricker c/o Pyfer, Reese, Straub, Gray & Farhat, P.C., 128 N. Lime Street, Lancaster, PA 17602.

Attorney: Pyfer, Reese, Straub, Gray & Farhat, P.C.

Brunner, Brittany R., dec'd.

Late of Conestoga Township.
Administrators: Lori J. Brunner and Jeffrey D. Brunner c/o David P. Carson, 2547 Lititz Pike, Lancaster, PA 17601.
Attorney: David P. Carson.

Cubbison, Robert J., dec'd.

Late of Warwick Township.
Co-Executors: Karen Cubbison Socie and Andrew M. Cubbison c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.
Attorney: James K. Noel, IV, Esquire.

Deardorff, Edward R., dec'd.

Late of Manor Township.
Executrix: Pamela S. Sprout c/o James N. Clymer, Esquire, 408 West Chestnut Street, Lancaster, PA 17603.
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Dunn, Deborah L., dec'd.

Late of Clay Township.
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Fahnestock, Ella Jane, dec'd.

Late of Penn Township.
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Farrah, John Stephen, dec'd.

Late of Manor Township.
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c/o O'Day Law Associates, 158
East Chestnut Street, Lancaster,
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Attorney: O'Day Law Associates.

Ha, Tho Vinh, dec'd.

Late of Lancaster Township.
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Harsh, Margaret J., dec'd.

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Co-Executors: Constance D.
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North Duke Street, Lancaster,
PA 17602.
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quire.

Hickey, Thomas L., dec'd.

Late of Earl Township.
Executor: Peter J. Hickey c/o
Kling and Deibler, LLP, 131 W.
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17557.
Attorney: Patrick A. Deibler, Es-
quire; Kling & Deibler, LLP.

**Johnson, Dorothy Eby a/k/a
Dorothy E. Johnson**, dec'd.

Late of Lancaster.
Administrator: Teresa G. Hull,
10117 Ashley Manor Lane, Me-
chanicsville, VA 23116.
Attorney: None.

Kieu, Van-Tram Vu, dec'd.

Late of Lancaster Township.

Administrator: Keith Termine
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Kozik, Daniel E., dec'd.

Late of Ephrata.
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quire; Rick Stock Law, 50 N. 5th
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19601.

Lease, Stuart R., dec'd.

Late of East Cocalico Township.
Executor: Nathan Lease, 40
North Wyomissing Ave., Shill-
ington, PA 19607.
Attorney: Richard L. Geschwindt,
Esquire; 203 East Noble Avenue,
Shoemakersville, PA 19555.

**Marschka, David E. a/k/a David
Edwin Marschka**, dec'd.

Late of Upper Leacock Town-
ship.
Executor: Alexander D. Marsch-
ka c/o David P. Carson, 2547
Lititz Pike, Lancaster, PA 17601.
Attorney: David P. Carson.

**Matranga, Nancy L. a/k/a Nancy
Lee Matranga**, dec'd.

Late of West Earl Township.
Executor: Matthew Stoltzfus c/o
Kling and Deibler, LLP, 131 W.
Main Street, New Holland, PA
17557.
Attorney: Ashley Glick, Esquire;
Kling & Deibler, LLP.

Mirack, Irene D., dec'd.

Late of Ephrata Township.

Executrix: Mary Ann Schumacher c/o A. Anthony Kilkuskie, 117A West Main Street, Ephrata, PA 17522.

Attorney: A. Anthony Kilkuskie.

Morgan, M. Kathryn a/k/a Miriam Kathryn Morgan a/k/a Miriam K. Morgan, dec'd.

Late of the Borough of Millersville.

Executor: Lee D. Morgan c/o Kluxen, Newcomer & Dreisbach, Attorneys-at-Law, P.O. Box 539, 339 North Duke Street, Lancaster, PA 17608-0539.

Attorney: Melvin E. Newcomer, Esquire.

Morris, Shirley Fay, dec'd.

Late of Manheim Township.

Personal Representative: Gail Anderson, Administratrix, c/o Angelo J. Fiorentino, Attorney, P.O. Box 5349, Lancaster, PA 17606.

Attorneys: Gibbel Kraybill & Hess LLP.

Myers, Betty J., dec'd.

Late of Mount Joy Borough.

Executrix: Cynthia L. Myers c/o Scott E. Albert, Esquire, 50 East Main Street, Mount Joy, PA 17552.

Attorney: Scott E. Albert, Esquire.

Schaller, Lambert A., dec'd.

Late of Paradise Township.

Executrix: Diane M. Kowalczyk c/o David P. Carson, 2547 Lititz Pike, Lancaster, PA 17601.

Attorney: David P. Carson.

Scheingraber, Karen D. a/k/a

Karen Denise Scheingraber, dec'd.

Late of Manheim Township.

Administratrix: Courtney R. Scheingraber c/o Kluxen, Newcomer & Dreisbach, Attorneys-at-Law, P.O. Box 539, 339 North Duke Street, Lancaster, PA 17608-0539.

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Showalter, Neal Thomas a/k/a Neal T. Showalter, dec'd.

Late of West Cocalico Township.

Executor: Kirk Timothy Showalter c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.

Attorney: James K. Noel, IV, Esquire.

Shumate, Kathryn H., dec'd.

Late of New Holland Borough.

Executor: John W. Shumate and Nancy S. Smolar c/o May Herr & Grosh, LLP, 234 North Duke Street, Lancaster, PA 17602.

Attorney: Bradley A. Zuke.

Spade, Caroline M., dec'd.

Late of West Earl Township.

Executor: Guy E. Spade, Jr., 1538 Princess Anne Dr., Lancaster, PA 17601.

Attorney: None.

Stringfield, Teresa, dec'd.

Late of West Lampeter Township.

Executrix: Kathleen Savitsky c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.

Attorney: James K. Noel, IV, Esquire.

Wenger, Adam O., dec'd.

Late of West Earl Township.
Co-Executors: Verlin D. Wenger
and Linford E. Wenger c/o H.
Charles Benner, Attorney, 200
East Main Street, Leola, PA
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Wood, James R., Sr., dec'd.

Late of Mount Joy Borough.
Executrix: Diana Sheaffer c/o
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THIRD PUBLICATION

**Brown, Jane a/k/a E. Jane
Brown**, dec'd.

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Kluxen, Newcomer & Dreisbach,
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er, PA 17608-0539.
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Carthage, Nicholas C., dec'd.

Late of Manheim Township.
Executrix: Renie Beidleman c/o
Appel Yost & Zee LLP, 33 North
Duke Street, Lancaster, PA
17602.
Attorney: Dana C. Panagopou-
los.

Cassel, Marlin L., dec'd.

Late of Penn Township.
Executor: David Cassel and
Kathy Myer c/o Young and

Young, 44 S. Main Street, P.O.
Box 126, Manheim, PA 17545.
Attorney: Young and Young.

Conrad, Joanne M., dec'd.

Late of Lititz Borough.
Administrator: John J. Conrad
c/o Scott Alan Mitchell, Esq.,
Saxton & Stump, LLC, 280
Granite Run Dr., Ste. 300, Lan-
caster, PA 17601.
Attorney: Saxton & Stump, LLC.

Eshelman, Marie H., dec'd.

Late of Manheim Township.
Executor: Susan H. Eshelman
c/o May Herr & Grosh, LLP, 49
North Duke Street, Lancaster,
PA 17602.
Attorney: John H. May.

**Flexer, John W. a/k/a John Wil-
liam Flexer**, dec'd.

Late of Manor Township.
Executrix: Kathleen A. Groff c/o
Nichole M. Baer, Russell, Krafft
& Gruber, LLP, 108 West Main
Street, Ephrata, PA 17522.
Attorney: Nichole M. Baer.

**Funk, Phillip J. a/k/a Phillip
John Funk**, dec'd.

Late of Washington Boro.
Executrix: Kathy A. Funk c/o
Theodore L. Brubaker, Esquire,
480 New Holland Avenue, Suite
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Attorneys: Brubaker Connaugh-
ton Goss & Lucarelli LLC.

Gawarkiewicz, Joseph J., dec'd.

Late of West Lampeter Town-
ship.
Executor: Marlene J. Gawark-
iewicz c/o May Herr & Grosh,
LLP, 234 North Duke Street,

Lancaster, PA 17602.
Attorney: Matthew A. Grosh.

Gress, Patricia F., dec'd.

Late of West Cocalico Township.
Executor: Kory L. Gress c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.
Attorney: James K. Noel, IV, Esquire.

Halden, Glenn R., Jr., dec'd.

Late of Lancaster Township.
Executor: Judith A. Halden-Sullivan c/o Law Office of Shawn Pierson, 105 East Oregon Rd., Lititz, PA 17543.
Attorney: Shawn M. Pierson, Esquire.

Hanna, Ashraf Adly Garas, dec'd.

Late of Columbia Borough.
Administratrix: Aamal Elmessih c/o Ryan P. McDaniel, Esquire, Freeburn & Hamilton, P.C., P.O. Box 61680, Harrisburg, PA 17106.
Attorney: Ryan P. McDaniel, Esquire.

Heidig, Mary Lou a/k/a Mary Lou Auer Heidig, dec'd.

Late of East Hempfield Township.
Executrix: Kathleen M. Fultiner c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.
Attorney: James W. Appel, Esquire.

Huber, Mabel H., dec'd.

Late of Ephrata Borough.
Executors: Earl D. Huber and John H. Huber c/o Kling and

Deibler, LLP, 131 W. Main Street, New Holland, PA 17557.
Attorney: Linda Kling, Esquire; Kling and Deibler, LLP.

Keener, Elton R., dec'd.

Late of the Township of Manheim.
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Attorney: Kenneth C. Sandoe, Esquire; Steiner & Sandoe, Attorneys.

Lafleur, Leonette A., dec'd.

Late of Akron Borough.
Executor: Vera D. Lacey c/o Sean J. O'Brien, Esquire, Dautrich & O'Brien Law Offices, P.C., 534 Court Street, Reading, PA 19601.
Attorney: Sean J. O'Brien, Esquire; Dautrich & O'Brien Law Offices, P.C.

McCandless, Harry E., Sr., dec'd.

Late of East Hempfield Township.
Executor: Kevin H. McCandless c/o Law Office of James Clark, 277 Millwood Road, Lancaster, PA 17603.
Attorney: James R. Clark.

McCarty, Betty J., dec'd.

Late of Manheim Township.
Executrix: Beth Buzzard c/o A. Anthony Kilkuskie, 117A West Main Street, Ephrata, PA 17522.
Attorney: A. Anthony Kilkuskie.

Milburn, Margie M., dec'd.

Late of Fulton Township.
Executrix: Lorraine Ann Matthews Gordon c/o Reilly Noetzel,

Esquire, Barley Snyder LLP, 126 East King Street, Lancaster, PA 17602.

Attorneys: Barley Snyder LLP.

Miller, Gail Austin a/k/a Gail Miller a/k/a Gail A. Miller a/k/a Gail Austin Power, dec'd.

Late of Caernarvon Township.
Administrator: Randal Power, 358 Twin County Road, Morgantown, PA 19543.

Attorney: Patrick J. Schaeffer, Esquire; Laura E. Bayer, Esquire; Trinity Law, 1681 Kenneth Road, Building 2, York, PA 17408.

Myers, Dolores M., dec'd.

Late of the Borough of Lititz.
Personal Representative: Brian K. Myers & Rodney S. Myers, Executors, c/o Thomas M. Gish, Sr., Attorney, P.O. Box 5349, Lancaster, PA 17606.

Attorneys: Gibbel Kraybill & Hess LLP.

Oberholzer, Nan Marie, dec'd.

Late of East Earl Township.
Administrators: Kim E. Oberholzer and Wanda D. Oberholzer c/o Kling and Deibler, LLP, 131 W. Main Street, New Holland, PA 17557.

Attorney: Ashley A. Glick, Esquire; Kling and Deibler, LLP.

Perry, Andrew Lewis, dec'd.

Late of East Hempfield Township.

Administrator: Denise Maloney c/o Blakinger Thomas, PC, 28 Penn Square, Lancaster, PA 17603.

Attorneys: Blakinger Thomas,

PC.

Posey, Georgene J., dec'd.

Late of 801 N. 4th Street, Denver Borough.

Executor: Alberta E. Spehar, 1501 Delaware Avenue, Wyomissing, PA 19610.

Attorney: Robert R. Kreitz, Esquire; Kreitz Gallen-Schutt, 1210 Broadcasting Road, Suite 103, Wyomissing, PA 19610.

Reiff, Titus G., dec'd.

Late of West Earl Township.

Administrator: Warren N. Reiff c/o Anthony P. Schimaneck, Esquire, 700 North Duke Street, P.O. Box 4686, Lancaster, PA 17604-4686.

Attorneys: Morgan, Hallgren, Crosswell & Kane, P.C.

Severt, Kenneth B., dec'd.

Late of Washington Boro.

Administratrix: Qinfen Severt c/o Miller Law Firm, P.C., 718 Poplar Street, Suite I, Lebanon, PA 17042.

Attorney: Steven D.W. Miller, Esquire, CELA.

Troxell, Katherine B., dec'd.

Late of Manheim Township.

Executor: Robert B. Troxell c/o Samuel M. Mecum, Esquire, 33 North Duke Street, Lancaster, PA 17602.

Attorneys: Appel Yost & Zee LLP.

Weaver, Hilda R. a/k/a Hilda Ruhl Weaver, dec'd.

Late of Lancaster Township.

Executor: John C.B. Weaver c/o Vance E. Antonacci, Esquire, McNees Wallace & Nurick LLC,

570 Lausch Lane, Suite 200,
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Attorney: McNeese Wallace &
Nurick LLC.

Weber, Emma N., dec'd.

Late of Ephrata Borough.

Executor: Leon R. Frey c/o Nev-
in D. Beiler, Esq., 105 S. Hoover
Ave., New Holland, PA 17557.

Attorney: Nevin D. Beiler, Es-
quire.

ARTICLES OF DISSOLUTION

Please be advised that
WICKERSHAM PROPERTIES,
INC.

a Pennsylvania corporation, at
4070 Old Harrisburg Pike, Mt.
Joy PA 17552, is in the process of
winding up its affairs and dissolv-
ing.

Raymond A. Durkin, Jr.

Appel, Yost & Zee LLP

Attorneys

O-29

ARTICLES OF INCORPORATION

NOTICE IS HEREBY GIVEN that
Articles of Incorporation have been
filed and approved by the Penn-
sylvania Department of State at
Harrisburg, Pennsylvania, on Sep-
tember 20, 2021 for the purpose of
incorporating a domestic nonprofit
corporation under the Pennsylva-
nia Nonprofit Corporation Law of
1988. The name of the Nonprofit
Corporation is:

ATONEMENT HOUSE
MINISTRIES

And its registered office is located
at 105 South Market Street, Eliza-
bethtown, Pennsylvania 17022.

The purpose of the corporation
is to raise and provide funds to the

needy for life necessities and sup-
port local charities, and all other
related activities as permitted un-
der the Pennsylvania Nonprofit
Corporation Law.

James M. Robinson, Esquire

Salzmann Hughes, P.C.

354 Alexander Spring Road, Suite 1
Carlisle, PA 17015

O-29

Articles of Incorporation for:
Gap Church League
a nonprofit corporation, were filed
October 21, 2021, with the De-
partment of State of the Common-
wealth of Pennsylvania under the
provisions of the Nonprofit Corpo-
ration Law of 1988.

The corporation is incorporat-
ed for the purpose of furthering
Christian and church outreach
and fellowship through developing
and operating a softball program
for youth from area churches.

Blakinger Thomas, PC

Attorneys

O-29

Notice is hereby given that a
nonprofit corporation known as:
LAMBS GAP CONDOMINIUM
ASSOCIATION

was incorporated on September
29, 2021, under the provisions of
the Nonprofit Corporation Law of
1988, for the purpose of being the
Association of Unit Owners orga-
nized pursuant to the Pennsylva-
nia Uniform Condominium Act,
68 Pa. C.S.A. §§ 3101, *et seq.*, as
amended (the "Act"), with respect
to Lambs Gap Condominium, lo-
cated in Hampden Township, Lan-
caster County, Pennsylvania, and
established or to be established
pursuant to the provisions of the
Act. In furtherance of its purpos-
es, the corporation may exercise

all rights, privileges, powers and authority of a corporation organized under the Nonprofit Corporation Law of 1988, as amended, and of an association of unit owners organized under the Act.

Barley Snyder
Attorneys

O-29

Courtroom No. 4 at the Lancaster County Courthouse, 50 North Duke Street, Lancaster, Pennsylvania, at which time any persons interested may attend and show cause, if any, why the Petition should not be granted.

Mary Hanna
Petitioner

O-29

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for:

Round Hill Services
Corporation

on October 1, 2021. The said corporation has been incorporated under the provisions of the Business Corporation Law of 1988 of the Commonwealth of Pennsylvania.

McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101

O-29

TDS DISTRIBUTING, INC.

was incorporated October 5, 2021 under the provisions of the Pennsylvania Business Corporation Law of 1988.

Raymond A. Durkin, Jr.
Appel, Yost & Zee LLP
Attorneys

O-29

**CHANGE OF NAME
NOTICE**

NOTICE IS HEREBY GIVEN that a Petition has been filed in the Court of Common Pleas of Lancaster County, Pennsylvania, seeking to change the name of Julie Garas to Julie Hanna. A hearing on the Petition will be held on October 29, 2021 at 3:15 p.m. in

FICTITIOUS NAME NOTICE

Notice is hereby given that: Creek & Willow Vintage has been registered as a fictitious name of K Ann Vintage located at 2000 Creek Hill Road, Lancaster, PA 17601. The application was filed under the provisions of the Fictitious Names Act of 1982.

O-29

An application for registration of the fictitious name:

Made With Love By Ashley
and Boutique

5348 Mine Road, Kinzers, PA 17535 has been filed in the Department of State at Harrisburg, PA, File Date August 19, 2021 pursuant to the Fictitious Names Act, Act 1982-295. The name and address of the person who is a party to the registration is Ashley Farra, 5348 Mine Road, Kinzers, PA 17535.

O-29

**MISCELLANEOUS LEGAL
NOTICES**

In the Court of Common Pleas of Lancaster County, Pennsylvania
Civil Action - Law

CI-21-02773

SURINDER KAUR, Plaintiff,

v.

KAILA L. GONZALEZ and ALEX-ANDER Z. LEVCHUK, Defendants.

Jury Trial Demanded

Notice to Defend

You have been sued in Court regarding a motor vehicle accident that occurred on January 24, 2016. If you wish to defend against the claims set forth against you in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a default judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service of the Lancaster County Bar Association
28 East Orange Street
Lancaster, PA 17602
Telephone No. (717) 393-0737

Aviso

USTED HA SIDO DEMANDADO EN LA CORTE sobre un accidente automovilístico que ocurrió el 24

de enero de 2016. Si usted desea defenderse de las quejas expuestas en las paginas siguientes, debe tomar accion dentro de veinte (20) dias a partir de la fecha en que recibio la demanda y el aviso. Usted debe presentar comparecencia escrita en persona o por abogado y presentar en la Corte por escrito sus defensas o sus objeciones a las demandas en su contra.

Se le avisa que si no se defiende, el caso puede proceder sin usted y la Corte puede decidir en su contra sin mas aviso o notificacion por cualquier dinero reclamado en la demanda o por cualquier otra queja o compensacion reclamados por el Demandante. USTED PUEDE PERDER DINERO, O PROPIEDADES U OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI USTED NO TIENE O NO CONOCE UN ABOGADO, VAYA O LLAME A LA OFICINA EN LA DIRECCION ESCRITA ABAJO PARA AVERIGUAR DONDE PUEDE OBTENER ASISTENCIA LEGAL.

Lawyer Referral Service of the Lancaster County Bar Association
28 East Orange Street
Lancaster, PA 17602
Telephone No. (717) 393-0737
O-29

NOTICE RE PROPERTIES SOLD AT THE LANCASTER COUNTY TAX CLAIM BUREAU UPSET TAX SALES ON SEPTEMBER 20, 2021 TO COLLECT DELINQUENT REAL ESTATE TAXES:

Notice is hereby given that on October 21, 2021, the Lancaster County Tax Claim Bureau filed a

Consolidated Return with respect to properties sold at the September 20, 2021 Upset Tax Sales in accordance with the Pennsylvania Real Estate Tax Sale Law, 72 P.S. §5860.607. Said Consolidated Return was filed with the Lancaster County Court of Common Pleas in the Prothonotary's Office located at 50 N. Duke Street, Lancaster, PA under docket no. CI- CI-21-07307. A Confirmation Nisi was entered by the Court on October 21, 2021.

OBJECTIONS OR EXCEPTIONS TO THE CONFIRMATION NISI MAY BE FILED BY ANY OWNER OR LIEN CREDITOR WITHIN THIRTY (30) DAYS OF THE OCTOBER 21, 2021 CONFIRMATION NISI OF THE CONSOLIDATED RETURN. IF NO OBJECTIONS OR EXCEPTIONS ARE FILED WITHIN THIRTY (30) DAYS OF THE CONFIRMATION NISI, THE SEPTEMBER 20, 2021 UPSET TAX SALES WILL BE CONFIRMED ABSOLUTELY.

By: Lancaster County Tax Claim Bureau
150 N. Queen St.,
Lancaster, PA 17603
Phone: (717) 299-8233

O-29

**ORPHANS' COURT DIVISION
AUDIT NOTICE**

To All Claimants, Beneficiaries, Heirs and Next of Kin, and other persons interested: NOTICE IS GIVEN that the following accounts in decedents', incapacitated persons, minors', and trust estates have been filed in the office of the Clerk of the Orphans' Court division of the Court of Common Pleas of Lancaster County and will be presented to said Orphans' Court

Division for Audit and confirmation therein to the parties legally entitled thereto on

November 2, 2021

at 9 o'clock a.m. in Courtroom No. 11 on the fourth floor of the Courthouse, 50 North Duke Street, Lancaster, PA

1. DUNKLEBERGER, STACY LYNN, decd., 2020-1977. First and Final Account, Jaci Verghese and Patrick T. Duffy, Administrators, Patrick T. Duffy, atty.
2. HEHNLY, LARRY L., decd., 2021-0364. First and Final Account, Melinda S. Hehnly, Executrix, Lindsay M. Schoeneberger, atty.
3. WEATHERLY, FRANK A., a/k/a FRANK ALBERT WEATHERLY, a/k/a, FRANK WEATHERLY, decd., 2020-0142. First and Final Account, Debra K. Weatherly, Executrix, Frank A. Nardo, atty.

Anne L. Cooper
Clerk of the Orphans' Court Division of the Court of Common Pleas
O-22, 29

SUITS ENTERED

Defendant's name appears first in capitals, followed by plaintiff's name, number and plaintiff's or appellant's attorneys.

October 12, 2021

BEVINS, KATHERINE,
WACKER, AARON; Julissa Rivera
Plaza; 07083; Schnaars

COLERAIN TOWNSHIP, COLERAIN TOWNSHIP ZONING HEARING BOARD; Dwayne A. Peifer; 07092; Bucknum

COMMONWEALTH OF PENN-

- SYLVANIA, DEPARTMENT OF TRANSPORTATION, BUREAU OF MOTOR VEHICLES; Sean Davis; 07030
- DELGADO, ALEXANDER; Rosnilda Sepulveda; 07033
- ENGLISH, DEBRA; Capital One Bank (USA), N.A.; 07258; Ratchford
- FORTE, REGINA M.; Bank of America, N.A.; 07070; Flink
- GLICK, CHERYL A.; Capital One Bank (USA), N.A.; 07252; Ratchford
- HAFNER, STACYANN; Capital One Bank (USA), N.A.; 07253; Ratchford
- HARTMAN, BLAIR; Capital One Bank (USA), N.A.; 07256; Ratchford
- JONES, VINCENT K.; Capital One Bank (USA), N.A.; 07263; Ratchford
- KING, JACOB S., KING, SYLVIA E., JOHN DOE 1, JOHN DOE 2, JOHN DOE 3; Amalia Whittaker; 07028; Zafran
- KRESGE, TERRY; john Binkle; 07078; Ginsburg
- LUN, CHINBORY; Bank of America, N.A.; 07087; Flink
- LUN, CHINBORY; Bank of America, N.A.; 07121; Flink
- MOORE, WANDA L.; Capital One Bank (USA), N.A.; 07259; Ratchford
- MOORE, WANDA L.; Capital One Bank (USA), N.A.; 07261; Ratchford
- MURPHY, THOMAS B.; Capital One Bank (USA), N.A.; 07250; Ratchford
- MUSSER, NORMAN R.; TD Bank USA, N.A.; 07133; Dougherty
- MYERS, DYLAN J.; Bank of America, N.A.; 07178; Polas
- PALADE, MIOARA; Citadel Federal Credit Union; 07249; Dougherty
- SADOSKY-ROCK, MANDY; Bank of America, N.A.; 07186; Polas
- SHARPE, KEBENY YVONNEOMARA; Bank of America, N.A.; 07175; Polas
- SWEIGART, JAMES A.; Capital One Bank (USA), N.A.; 07257; Ratchford
- TANNER, MEGAN J.; Capital One Bank (USA), N.A.; 07260; Ratchford
- WILBURN, WILLIAM CLARENCE; Bank of America, N.A.; 07180; Polas
- WILL, DAVID R.; Bank of America, N.A.; 07124; Polas
- YANG, SEE, YANG, TONY; Citadel Federal Credit Union; 07246; Dougherty

NOTICE



**SHERIFF SALE OF VALUABLE
REAL ESTATE**

**Wednesday, November 24, 2021
10:00 a.m. Prevailing Time**

Pursuant to writs of Execution directed to me by the Court of Common Pleas of Lancaster County, Pa., I will expose the following Real Estate to public sale at 10:00 a.m. on the above date in the Lancaster County Courthouse, Courtroom A, 50 North Duke Street, in the City of Lancaster, PA.

**Audio and Video Devices Are
Prohibited in
Court Facilities**

Beginning January 1, 2017, the taking or recording of pictures, photographs, videos, or audio recordings; and the use or possession of audio or video broadcast or recording equipment, or any other device capable of capturing or transmitting sound or images (including, without limitation, cameras and cell phones); in a courtroom, hearing room, or their respective environs during the progress of or in connection with any action, whether or not court is actually in session, is prohibited in compliance with L.C.R. Crim.P. No. 112.

CONDITIONS OF SALE

The Sheriff's Office reserves the right to accept or to reject any one or more bids, and to sell the properties in any order or combination, as determined by the Sheriff's Office. The sale of any property may, at the discretion of the Sheriff's Office, be stayed or continued in whole or in part.

If any irregularities, defects, or failures to comply with these Conditions of Sale occur during the sale, properties may be placed back up for sale at any time prior to the conclusion of the sale.

All properties are sold "AS IS", with NO expressed or implied warranties or guarantees whatsoever. In other words, the Sheriff's Office does not guarantee or warrant, in any way, the real estate upon which you are bidding. The Sheriff's Office is merely following the requests of the plaintiffs and selling whatever interests the defendants may have in the properties. It is up to you or your attorney to determine what those interests are, before you buy. The defendants might not own the properties at all, other persons may own the properties, or there might be mortgages or other liens against the properties that you may have to pay before you obtain clear title to a property. All of these factors are for you alone to determine. The Sheriff's Office will not make these determinations for you. Once you make a bid, which is accepted as the highest bid, you have bought whatever interests the defendants have, if any, in that property and you must pay that sum of money to the Sheriff's Office regardless of what you later find out about the title. You must know what you are

bidding on before you bid and NOT after. All sales are FINAL after the property has been struck off to you as the highest bidder, and no adjustments will be made thereafter.

Payment for properties must be in the form of lawful money of the United States, a certified or cashier's check from a bank, or a Lancaster County attorney's check. The Sheriff's Office will NOT accept any other form of payment.

In order to expedite the sale, the Sheriff's Office encourages, but does not require, plaintiffs to announce an "upset" price, which is the least amount the plaintiff will accept for a property. Any bidding above the plaintiff's opening costs bid for such property will begin at that stated upset price. Subsequent bids shall be in no less than \$1000 increments. Plaintiffs may withdraw a property from sale any time before the property is struck off as sold to the highest bidder.

Immediately upon a property being struck off to the highest bidder, the buyer must state the buyer's name (unless buying the property on behalf of the plaintiff for costs only) and come forward to settle with the clerks. The buyer must present a legal picture identification acceptable to the Sheriff's Office, such as a driver's license, and immediately pay 20% of their bid as a down payment to the Sheriff's Office. The buyer must subsequently pay the balance of their bid within 30 days after the sale date.

Each buyer shall file a properly completed and signed Pennsylvania Realty Transfer Tax Statement of Value in duplicate with the Sheriff's Office within 15 days

after the sale date. All applicable realty transfer taxes will be fully paid from the sale proceeds by the Sheriff's Office. If the proceeds are insufficient to pay all the sale costs, realty transfer taxes, and priority liens, then the buyer shall pay the balance of such amounts to the Sheriff's Office within 30 days after the sale date.

If no petition has been filed to set aside a property sale, the Sheriff will execute and record a deed 20 days or more after filing a proposed Schedule of Distribution with the Prothonotary's Office, conveying all the real estate rights, title, & interests of the defendants in the property. Distribution of the sale proceeds will be made per the proposed Schedule of Distribution 11 or more days after the filing of such Schedule, provided no exceptions are filed regarding the proposed distribution.

The Sheriff's Office may hold agents responsible for their winning bids if their principal fails to comply with these Conditions of Sale, unless the agent has a notarized agency agreement and presents same to the Sheriff's Office prior to the beginning of the sale.

If a buyer breaches or otherwise fails to comply with these Conditions of Sale, the buyer shall forfeit their down payment to the Sheriff's Office in its entirety as liquidated damages, and the buyer also shall be liable to the Sheriff's Office for all costs, expenses, losses, and damages (including, without limitation, attorney fees) suffered or incurred by the Sheriff's Office (1) to resell the property or (2) above and beyond such down payment amount, or both of the foregoing.

The Sheriff's Office reserves the right to alter or modify these conditions of sale during or before each sale, or on a case by case basis. The Sheriff's Office decision shall be final regarding all sale issues and disputes.

Christopher Leppler,
Sheriff of Lancaster County
Michael D Hess, Esquire,
Solicitor

No. CI-21-00935
PENNSYLVANIA HOUSING
FINANCE AGENCY

vs

WILLIAM A. BROOKS

PROPERTY ADDRESS: 404
WEST SUNSET AVENUE,
EPHRATA, PA 17522
UPI / TAX PARCEL NUMBER:
260-74319-0-0000
JUDGMENT: \$134,529.60
REPUTED OWNER(S): WILLIAM
A. BROOKS
INSTRUMENT NO: 6309459
MUNICIPALITY: BOROUGH OF
EPHRATA
AREA: 0.05 ACRES
IMPROVEMENTS: A RESIDEN-
TIAL DWELLING

No. CI-20-04358
U.S. BANK NATIONAL ASSOCI-
ATION, NOT IN ITS INDIVID-
UAL CAPACITY, BUT SOLELY
AS TRUSTEE FOR THE RMAC
TRUST, SERIES 2016-CTT

vs

ESTATE OF VIRGINIA M.
BROWN, DECEASED, LAST RE-
CORD OWNER/MORTGAGOR,
GREGORY ROTH, KNOWN HEIR
OF VIRGINIA M. BROWN, UN-
KNOWN HEIRS, DEVISES AND
PERSONAL REPRESENTATIVES
OF VIRGINIA M. BROWN AND

HIS, HER, THEIR OR ANY OF
THEIR SUCCESSORS IN RIGHT,
TITLE AND INTEREST

PROPERTY ADDRESS: 27
BRADFORD STREET, MILLERS-
VILLE, PA 17551
UPI / TAX PARCEL NUMBER:
410-52745-0-0000
JUDGMENT: \$230,583.62
REPUTED OWNERS: Estate of
Virginia M. Brown
DEED BK.and PAGE or INSTR.
NO.: 998032911
MUNICIPALITY: Township of
Manor
AREA: 1.408 sq. feet
IMPROVEMENTS: Single Family
Dwelling

No. CI-19-12202
PENNYMAC LOAN SERVICES, LLC
vs
BENSON KIMEMIA

PROPERTY ADDRESS: 33 Mill
Pond Drive, Lancaster, PA 17603
UPI / TAX PARCEL NUMBER:
340-67877-0-0000
JUDGMENT: \$169,976.99
REPUTED OWNERS: Benson Ki-
memia
INSTR. NO.: 6328071
MUNICIPALITY: TOWNSHIP OF
LANCASTER
AREA: N/A
IMPROVEMENTS: Residential
Dwelling

No. CI-21-00423
NORTHWEST BANK F/K/A
NORTHWEST SAVINGS BANK

vs

TIMOTHY J. LANDIS

PROPERTY ADDRESS: 5611
BOSSLER ROAD, ELIZABETH-
TOWN, PA 17022
UPI / TAX PARCEL NUMBER:
160-09750-0-0000
JUDGMENT: \$127,930.27,

plus interest at the rate of \$18.243208 per diem and costs of suit
REPUTED OWNERS: Timothy J. Landis
DEED BK.: 6800, Page 0026
MUNICIPALITY: West Donegal Township
AREA: 0.79 acres
IMPROVEMENTS: Mobile home on land with detached storage shed

No. CI-20-07172

MORTGAGE RESEARCH CENTER, LLC., D/B/A VETERANS UNITED HOME LOANS, A MISSOURI LIMITED LIABILITY COMPANY

vs

JENNIFER PERRY

PROPERTY ADDRESS: 150 STONY BATTERY RD, LANDISVILLE, PA 17538
UPI / TAX PARCEL NUMBER: 300-76467-0-0000
JUDGMENT: \$243,320.05
REPUTED OWNERS: JENNIFER PERRY
INSTR. NO.: 6467844
MUNICIPALITY: WEST HEMP-FIELD TOWNSHIP
AREA: 3139.00 Sq.Ft.
IMPROVEMENTS: A RESIDENTIAL DWELLING

No. CI-16-01624

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR HOME EQUITY MORTGAGE LOAN ASSET-BACKED TRUST SERIES INABS 2007-B, HOME EQUITY MORTGAGE LOAN ASSET-BACKED CERTIFICATES SERIES INABS 2007-B

vs

JAMES S. SHIFFER, WENDY L. SHIFFER

PROPERTY ADDRESS: 323 ENTERPRISE DRIVE, BIRD IN HAND, PA 17505
UPI / TAX PARCEL NUMBER: 310-68706-0-0000
JUDGMENT: \$369,705.56
REPUTED OWNERS: JAMES S. SHIFFER; WENDY L. SHIFFER
INSTRUMENT NO. 5614392
MUNICIPALITY: East Lampeter
AREA: PRIMARY HOMESITE 1,742 SQ FT.
IMPROVEMENTS: RESIDENTIAL

No. CI-21-00989

ELIZON MASTER PARTICIPATION TRUST I US BANK TRUST NATIONAL ASSOCIATION

vs

JOHN SMITH AKA JOHN G. SMITH, JR, THE UNITED STATES OF AMERICA

PROPERTY ADDRESS: 28 MANOR STREET, WASHINGTON BORO, PA 17582
UPI / TAX PARCEL NUMBER: 410-51022-0-0000
JUDGMENT: \$61,427.17
REPUTED OWNERS: JOHN SMITH AKA JOHN G. SMITH, JR.
DEED BK.: 4492
MUNICIPALITY: TOWNSHIP OF MANOR
AREA: 1504.00 Sq.Ft.
IMPROVEMENTS: A RESIDENTIAL DWELLING

No. CI-18-10842

BARBARA A REPP

vs

MELISA STARKEY

PROPERTY ADDRESS: 78 EAST FRONT STREET, LITITZ, PA 17543
UPI / TAX PARCEL NUMBER: 370-51113-0-0000

JUDGMENT: \$40,500.00
REPUTED OWNERS: MELISA
STARKEY
DEED BK. and PAGE: 6435
0027
MUNICIPALITY: LITITZ BORO
AREA: N/A
IMPROVEMENTS: SINGLE FAM-
ILY DWELLING

No. CI-20-06947

**U.S. BANK NATIONAL ASSOCI-
ATION, AS INDENTURE TRUST-
EE, FOR THE HOLDERS OF
THE CIM TRUST 2017-3, MORT-
GAGE-BACKED NOTES, SERIES
2017-3**

vs

**THE UNKNOWN HEIRS OF JEN-
NIE M. SHIELDS, DECEASED**

PROPERTY ADDRESS: 165
BLUE LANE, COLUMBIA, PA
17512

UPI / TAX PARCEL NUMBER:
300-54288-0-0000

JUDGMENT: \$67,357.11
REPUTED OWNERS: The Un-
known Heirs of JENNIE M.
SHIELDS Deceased

DEED BK and Page NO.: N89/43
MUNICIPALITY: WEST HEMP-
FIELD TWP

AREA: 1300.00 Sq.Ft
IMPROVEMENTS: A RESIDEN-
TIAL DWELLING

No. CI-21-03901

EAST LAMPETER TOWNSHIP

vs

**KENNETH RAY TURNER, SR.,
TINA MARIE TURNER**

PROPERTY ADDRESS: 2840
LINCOLN HIGHWAY EAST,
RONKS, PA 17572

UPI / TAX PARCEL NUMBER:
310-77851-0-0000

JUDGMENT: \$14,821.52
REPUTED OWNERS: KENNETH

RAY TURNER, SR., and TINA
MARIE TURNER
INSTR. NO.: 5606813
MUNICIPALITY: EAST LAMPET-
ER TOWNSHIP
AREA: +/- .4100 acres
IMPROVEMENTS: Residential
Single Family

No. CI-19-05123

**BANK OF NEW YORK MEL-
LON TRUST COMPANY, N.A. AS
TRUSTEE FOR MORTGAGE AS-
SETS MANAGEMENT SERIES I
TRUST**

vs

**UNKNOWN HEIRS SUCCE-
SORS, ASSIGNS, AND ALL PER-
SONS, FIRMS, OR ASSOCIA-
TIONS CLAIMING RIGHT, TITLE
OR INTEREST FROM OR UNDER
JERE G. BUTZER, DECEASED,
MELISSA BUTZER, KNOWN
HEIR OF JERE G. BUTZER, DE-
CEASED**

PROPERTY ADDRESS: 3489
CRYSTAL LN, LANCASTER, PA
17601

UPI / TAX PARCEL NUMBER:
300-36742-0-0000

JUDGMENT: \$224,468.90.
REPUTED OWNERS: Unknown
Heirs Successors, Assigns, and
All Persons, Firms, or Associa-
tions Claiming Right,

Title or Interest From or Under
Jere G. Butzer, deceased and
Melissa Butzer, Known Heir of
Jere G. Butzer, deceased
INSTR. NO.: Document ID#
5570270

MUNICIPALITY: Township of
West Hempfield AREA: ALL
THAT CERTAIN tract of land
situate in West Hempfield
Township, Lancaster County,
Pennsylvania known as Lot No.
84, on the final plan of Silver

Heights, Phase 2, dated July 16, 1986, and recorded in the Recorder's Office in and for Lancaster County, Pennsylvania in Subdivision Plan Book J-156, Page 80, more fully bounded and described as follows:
IMPROVEMENTS: Residential Dwelling

320-36122-0-0000
JUDGMENT: \$3,991.64
REPUTED OWNERS: Clarence Wolfe and Diane G. Wolfe
INSTR. NO.: 5410154
MUNICIPALITY: West Lampeter Township
AREA: +/- .2300 acres
IMPROVEMENTS: Residential One Story Home

No. CI-20-02885

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MAERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R11

vs

PAUL WILPS A/K/A PAUL E. WILPS, THE UNITED STATES OF AMERICA

PROPERTY ADDRESS: 306 MEADOW LN, QUARRYVILLE, PA 17566
UPI / TAX PARCEL NUMBER: 530-24729-0-0000
JUDGMENT: \$174,997.04
REPUTED OWNERS: Paul E. Wilps
DEED BK. and PAGE: 6120 / 296
MUNICIPALITY: Quarryville Borough
AREA: 0.00
IMPROVEMENTS: Residential Dwelling

No. CI-20-02554

SUBURBAN LANCASTER SEWER AUTHORITY

vs

CLARENCE WOLFE, DIANE G. WOLFE

PROPERTY ADDRESS: 117 DONNELLY DRIVE, WILLOW STREET, PA 17584
UPI / TAX PARCEL NUMBER:

O-22, 29; N-5

SHERIFF'S SALES

Real Estate Executions

January 27, 2021

March 31, 2021

May 26, 2021

July 28, 2021

September 29, 2021

November 24, 2021

January 26, 2022

March 30, 2022

Last Day for Filing

September 16, 2020

November 18, 2020

January 20, 2021

March 17, 2021

May 19, 2021

July 21, 2021

September 15, 2021

November 17, 2021

CRIMINAL COURT**ARD Hearings**

Individual cases to be scheduled by the District Attorney.

Jan. 26	Feb. 23	Mar. 23	Apr. 27
May 25	Jun. 22	Jul. 27	Aug. 24
Sept. 28	Oct. 26	Nov. 30	Dec. 28

Arrestment Court—Courtroom A

Jan. 8, 22	Feb. 12, 26	Mar. 12, 26
Apr. 9, 23	May 14, 28	Jun. 11, 25
Jul. 9, 23	Aug. 13, 27	Sept. 10, 24
Oct. 8, 22	Nov. 12, 24	Dec. 10, 22

DUI Court—Courtroom A

Jan. 14, 28	Feb. 11, 25	Mar. 11, 25
Apr. 8, 22	May 6, 20	Jun. 3, 17
Jul. 1, 15, 29	Aug. 12, 26	Sept. 9, 23
Oct. 7, 21	Nov. 4, 18	Dec. 2, 16, 30

DV Court—Courtroom A

Jan. 7, 21	Feb. 4, 18	Mar. 4, 18
Apr. 1, 15, 29	May 13, 27	Jun. 10, 24
Jul. 8, 22	Aug. 5, 19	Sept. 2, 16, 30
Oct. 14, 28	Nov. 10, 24	Dec. 9, 23

Bench Warrant Hearings

Mondays, Wednesdays and Fridays at 1:30 P.M.

Drug Court—Tuesdays at 1:30 P.M.**Fines and Costs**

Dates to be selected by the District Court Administration Office and individual cases to be scheduled by Adult Probation.

Guilty Pleas

Dates to be selected by the District Court Administration Office and individual cases to be scheduled by the District Attorney.

Mental Health Court—Wednesdays at 1:30 P.M.

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Periodicals Postage Paid at the Post Office at Lancaster, PA and additional offices under the Act of March 3, 1879.

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