

Pike County LEGAL JOURNAL

The Pike County Legal Journal contains decisions of the Pike County Court, legal notices, advertisements and other matters of legal interest.

VOL. VIII ♦ MILFORD PA ♦ APRIL 15, 2016 ♦ NO. 16



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CASES REPORTED:

IN THE COURT OF COMMON PLEAS OF PIKE COUNTY, PENNSYLVANIA
CIVIL DIVISION

BANK OF AMERICA, N.A., et al., N/K/A: CHRISTIANA TRUST, a division of
Wilmington Savings Fund Society, FSB, Not in its individual capacity but as TRUSTEE OF
ARLP TRUST 4, Plaintiff. v. PETER IABONI and CELINDA IABONI h/w and PETER
IABONI, JR., Defendant.
No. 656-2012 CIVIL

 PA LEGAL ADS



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COURT OF COMMON PLEAS 60TH JUDICIAL DISTRICT:
Joseph F. Kameen, *President Judge*; Gregory H. Chelak, *Judge*;
Harold A. Thomson, Jr., *Senior Judge retired*

PIKE COUNTY LEGAL JOURNAL

is published every Friday by the Pike County Bar Association

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By requirement of Law and Order of Court *The Pike County Legal Journal* is made the medium for the publication of all Legal Advertisements required to be made in Pike County, and contains all Notices of the Sheriff, Register, Clerk of the Courts, Prothonotary and all other Public Officers, Assignees, Administrators and Executors, Auditors, Examiners, Trustees, Insolvents, the formation and dissolution of Partnerships, Divorces &c., affording indispensable protection against loss resulting from want of notice. It also contains the Trial and Argument Lists of all the Courts in Pike County, and selected Opinions and Decisions of the Courts of Pike County.

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*Cover illustration by Bruce Frank, a renowned local artist commissioned by the United States Military Academy at West Point. He has achieved success for his pen and ink illustrations of local and historic structures. See Bruce Frank's ad on page 4 for more details.

**MESSAGE FROM THE PIKE COUNTY BAR ASSOCIATION
PRESIDENT, ELIZABETH A. ERICKSON KAMEEN**



Personally and on behalf of the Pike County Bar Association, we mourn the loss of Jay Rose, a well known and respected local attorney and retired Magisterial District Judge, liked and admired by many. He will be missed by all.

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Auditors

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Missi Strub

PEMA

Tim Knapp

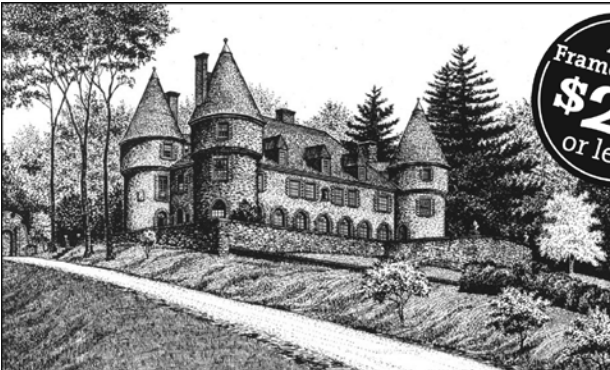
EVENTS

Wills for Heroes

Saturday May 14, 2016
Blooming Grove Training Center

Pike County Bar
Challenger Baseball

Dingman Township Field
Sunday, June 12th
1:00 pm



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You will be missed

JAY RUSSELL ROSE., ESQ.

July 8, 1943 – April 9, 2016

COURT CALENDAR

The court calendar for next week is below. Changes can occur at any time, for up-to-date information, access the county's court calendar at: <https://cjab.pikepa.org/asp/calendar.asp>

MONDAY, APRIL 18, 2016

- 09:00 AM Docket #: 459-2015
Commonwealth of PA vs. Kimberly Eilbacher
Omnibus Pre-Trial Hearing -
Plaintiff Attorney: District Attorney
Defense Attorney: Daniel J. Mulhern, Esq.
- 09:00 AM Docket #: 632-2015
Commonwealth of PA vs. Luis E. Fuentes
Omnibus Pre-Trial Hearing -
Plaintiff Attorney: District Attorney
Defense Attorney: Robert Reno, Esq.
- 01:15 PM Docket #: 463-2013
Commonwealth of PA vs. Ian Patrick Gardner
Parole Hearing -
Plaintiff Attorney: District Attorney
Defense Attorney: Amanda Chesar, Esq.
- 01:30 PM Docket #: 442-2014
Matthew Jones vs. Ayana Ismailova
Custody Conference & Hearing, if necessary -
Plaintiff Attorney: Kelly Gaughan, Esq.
Defense Attorney: Marquerite Nelson, Esq.
- 01:30 PM Docket #: 683-2015
Commonwealth of PA vs. Luis E. Fuentes
Hearing - Motion for Discovery
Plaintiff Attorney: District Attorney
Defense Attorney: Robert Reno, Esq.

TUESDAY, APRIL 19, 2016

- 09:00 AM Docket #: 2032-2012
Jason McCloskey vs. Tammy McCloskey
Custody Trial -
Plaintiff Attorney: Holly Conway, Esq.
Defense Attorney: Matthew Galasso, Esq.
- 09:00 AM Docket #: 19-2015
Commonwealth of PA vs. Eric Frein
Hearing -
Plaintiff Attorney: District Attorney
Defense Attorney: Michael Weinstein, Esq.

- *& William Ruzzo, Esq.*
09:30 AM Docket #: 1413-2015
Kara Dalmanieras vs. Kevin Eichler
Custody Conference & Hearing, if necessary -
Plaintiff Attorney:
Defense Attorney:
- 11:00 AM Docket #: 83-2016
Glenn Kiederer vs. Kathryn Kiederer
Custody Conference & Hearing, if necessary -
Plaintiff Attorney: Kelly Gaughan, Esq.
Defense Attorney: Robert Bernathy, Esq.
- 11:30 AM Docket #: 446-2016
James Daletto, Jr vs. Holly Daletto
Mediation -
Plaintiff Attorney: Dawn Riccardo, Esq.
Defense Attorney:
- 01:30 PM Docket #: 142-2016
John Yanuzzelli vs. JoAnn Yanuzzelli
Custody Conference & Hearing, if necessary -
Plaintiff Attorney: James Baron, Esq.
Defense Attorney:
- 01:30 PM Docket #: 444-2016
Terry Ziemba vs. Richard Ziemba
Mediation -
Plaintiff Attorney: Kelly Gaughan, Esq.
Defense Attorney:
- 02:30 PM Docket #: 517-2016
Russell Bauman vs. Kimberly Redfield
Mediation -
Plaintiff Attorney:
Defense Attorney:

WEDNESDAY, APRIL 20, 2016

- 09:00 AM Docket #: 15-2016 JV
In Re: KDA
Disposition Hearing -
Plaintiff Attorney: District Attorney
Defense Attorney:
- 09:30 AM Docket #: 1725-2013

Robert Hutman vs. Lisa Hutman

Divorce Master Hearing -
Plaintiff Attorney: Thomas Mincer, Esq.

Defense Attorney: John Klemeyer, Esq.

- 01:30 PM Docket #: 66-2014

Edward Curtis vs. Jessica Taylor

Divorce Master
 Hearing - Pre-Hearing Conference

Plaintiff Attorney: Thomas Mincer, Esq.
Defense Attorney: Ronald Bugaj, Esq.

- 02:30 PM Docket #: 362-2013

Eldo Leonelli vs. Deborah Leonelli

Divorce Master
 Hearing - Pre-Hearing Conference

Plaintiff Attorney: Ronald Bugaj, Esq.
Defense Attorney: John Klemeyer, Esq.

THURSDAY, APRIL 21, 2016

- 09:00 AM Docket #: 348-2014

Marybeth Fragola, Executrix of the Estate of Guy S. Fragola, Deceased vs. Paula Fragola and Linda Freeman

Hearing -
Plaintiff Attorney: Ronald Bugaj, Esq.
Defense Attorney: Marshall E. Anders, Esq.

- 09:00 AM Docket #: 439-2015

Commonwealth of PA vs.

Elani Berry
 Sentencing -
Plaintiff Attorney: District Attorney
Defense Attorney: Michael Weinstein, Esq.

- 09:00 AM Docket #: 697-2015

Commonwealth of PA vs.

Paul Oswald
 Sentencing -
Plaintiff Attorney: District Attorney
Defense Attorney: Michael Weinstein, Esq.

- 09:00 AM Docket #: 61-2016

Commonwealth of PA vs.

Alexis Conklin
 Sentencing -
Plaintiff Attorney: District Attorney
Defense Attorney: Lindsey Collins, Esq.

- 09:00 AM Docket #: 415-2015

Commonwealth of PA vs.

Savannah Storms
 Sentencing -
Plaintiff Attorney: District Attorney
Defense Attorney: Ashley Zimmerman, Esq.

- 09:00 AM Docket #: 643-2015

Commonwealth of PA vs.

John Fleming

Sentencing -
Plaintiff Attorney: District Attorney
Defense Attorney: Ashley Zimmerman, Esq.

- 09:00 AM Docket #: 629-2015

Commonwealth of PA vs.

Amber Luciani
 Sentencing -
Plaintiff Attorney: District Attorney
Defense Attorney: Ashley Zimmerman, Esq.

- 09:00 AM Docket #: 222-2014

Commonwealth of PA vs.

Kristi Woodall
 Sentencing -
Plaintiff Attorney: District Attorney
Defense Attorney: Curt Parkins, Esq.

- 09:00 AM Docket #: 665-2015

Commonwealth of PA vs.

Lucas Brown
 Sentencing -
Plaintiff Attorney: District Attorney
Defense Attorney: Jason Obliger, Esq.

- 09:00 AM Docket #: 626-2015

Commonwealth of PA vs.

Brandon Denniston
 Sentencing -
Plaintiff Attorney: District Attorney
Defense Attorney: Bob Bernathy, Esq.

- 09:00 AM Docket #: 556-2015

Commonwealth of PA vs.

Stephen Demaio
 Sentencing -
Plaintiff Attorney: District Attorney
Defense Attorney: Bob Bernathy, Esq.

- 09:00 AM Docket #: 28-2016

Commonwealth of PA vs.

Diane Batson
 Sentencing -
Plaintiff Attorney: District Attorney
Defense Attorney: Bernard Brown, Esq.

- 09:00 AM Docket #: 6-2016

Commonwealth of PA vs.

Matthew Drinko
 Sentencing -
Plaintiff Attorney: District Attorney
Defense Attorney: Jason Obliger, Esq.

- 10:00 AM Docket #: 645-2015

Commonwealth of PA vs.

Gary Thompson
 Hearing - Motion to Compel
 Discovery
Plaintiff Attorney: Distirct Attorney

- *Defense Attorney: Amanda Chesar, Esq.*
10:00 AM Docket #: 200-2015
Commonwealth of PA vs. Ronald Winters
Plea -
*Plaintiff Attorney: District Attorney
Defense Attorney: Thomas Farley, Esq.*
- 10:00 AM Docket #: 568-2014
Commonwealth of PA vs. Velvet Davis
Plea -
*Plaintiff Attorney: District Attorney
Defense Attorney: Thomas Farley, Esq.*
- 10:00 AM Docket #: 613-2014
Commonwealth of PA vs. Steven Jones
Plea -
*Plaintiff Attorney: District Attorney
Defense Attorney: Marshall E. Anders, Esq.*
- 10:00 AM Docket #: 225-2015
Commonwealth of PA vs. Robert Goforth
Expungement Hearing -
*Plaintiff Attorney: District Attorney
Defense Attorney: Jason Obliger, Esq.*
- 10:00 AM Docket #: 107-2016
Commonwealth of PA vs. Peter Moreno
CAPS -
*Plaintiff Attorney: District Attorney
Defense Attorney:*
- 10:00 AM Docket #: 703-2014
Commonwealth of PA vs. William McFadzean
Plea -
*Plaintiff Attorney: District Attorney
Defense Attorney: Steven Guccini, Esq.*
- 10:00 AM Docket #: 656-2015
Commonwealth of PA vs. William Totten
Plea - & Sentence
*Plaintiff Attorney: District Attorney
Defense Attorney: Jason Obliger, Esq.*
- 10:00 AM Docket #: 292-2015
Commonwealth of PA vs. Mashiya Townsend
Plea - & Sentence
*Plaintiff Attorney: District Attorney
Defense Attorney:*
- 10:00 AM Docket #: 107-2015
Commonwealth of PA vs. Donny Isaac
Plea -
*Plaintiff Attorney: District Attorney
Defense Attorney: Brett J. Riegel, Esq.*
- 10:00 AM Docket #: 12-2015
Commonwealth of PA vs. Davone Brown
Contempt Hearing -
*Plaintiff Attorney: District Attorney
Defense Attorney: Robert Saurman, Esq.*
- 10:00 AM Docket #: 143-2015
Commonwealth of PA vs. James Michael
Plea -
*Plaintiff Attorney: District Attorney
Defense Attorney: Christopher Farrel, Esq.*
- 10:00 AM Docket #: 219-2014
Commonwealth of PA vs. Jamie Conklin
Contempt Hearing -
*Plaintiff Attorney: District Attorney
Defense Attorney:*
- 10:00 AM Docket #: 95-2015
Commonwealth of PA vs. Victor Esteban Cruz, Jr.
Contempt Hearing -
*Plaintiff Attorney: District Attorney
Defense Attorney:*
- 10:00 AM Docket #: 544-2011
Commonwealth of PA vs. Teline Cole
Contempt Hearing -
*Plaintiff Attorney: District Attorney
Defense Attorney:*
- 10:00 AM Docket #: 37-2005
Commonwealth of PA vs. John Paul Gervasi
Contempt Hearing -
*Plaintiff Attorney: District Attorney
Defense Attorney:*
- 10:00 AM Docket #: 224-2012
Commonwealth of PA vs. Rodney Colon
Contempt Hearing -
*Plaintiff Attorney: District Attorney
Defense Attorney:*
- 10:00 AM Docket #: 316-2008
Commonwealth of PA vs. David Gibb
Contempt Hearing -
*Plaintiff Attorney: District Attorney
Defense Attorney:*
- 10:00 AM Docket #: 647-2015

- Commonwealth of PA vs. Michael Heinrich**
 Plea -
Plaintiff Attorney: District Attorney
Defense Attorney: Bob Bernathy, Esq.
- 10:00 AM Docket #: 670-2015
- Commonwealth of PA vs. Willard Seymour**
 Plea -
Plaintiff Attorney: District Attorney
Defense Attorney: Bob Bernathy, Esq.
- 10:00 AM Docket #: 568-2015
- Commonwealth of PA vs. Richard Krawiec**
 Plea -
Plaintiff Attorney: District Attorney
Defense Attorney: Amanda Cbesar, Esq.
- 10:00 AM Docket #: 641-2015
- Commonwealth of PA vs. Kevin Lemma**
 Plea - & Sentence
Plaintiff Attorney: District Attorney
Defense Attorney: Amanda Cbesar, Esq.
- 10:00 AM Docket #: 341-2014
- Commonwealth of PA vs. Angel Lloyd**
 Plea - & Sentence
Plaintiff Attorney: District Attorney
Defense Attorney: Amanda Cbesar, Esq.
- 10:00 AM Docket #: 616-2015
- Commonwealth of PA vs. Christene Reiche**
 Plea -
Plaintiff Attorney: District Attorney
Defense Attorney: Amanda Cbesar, Esq.
- 10:00 AM Docket #: 684-2015
- Commonwealth of PA vs. Dillon Toma**
 Plea - & Sentence
Plaintiff Attorney: District Attorney
Defense Attorney: Amanda Cbesar, Esq.
- 10:00 AM Docket #: 94-2016
- Commonwealth of PA vs. James Lyons**
 Plea - & Sentence
Plaintiff Attorney: District Attorney
Defense Attorney: Lindsey Collins, Esq.
- 10:00 AM Docket #: 635-2015
- Commonwealth of PA vs. Ann Cable**
 Plea -
- Plaintiff Attorney: District Attorney*
Defense Attorney: Robert Reno, Esq.
- 10:00 AM Docket #: 685-2015
- Commonwealth of PA vs. Douglas Frammigen**
 Plea -
Plaintiff Attorney: District Attorney
Defense Attorney: Robert Reno, Esq.
- 10:00 AM Docket #: 52-2016
- Commonwealth of PA vs. Elizabeth Reed**
 Plea -
Plaintiff Attorney: District Attorney
Defense Attorney: Robert Reno, Esq.
- 10:00 AM Docket #: 110-2016
- Commonwealth of PA vs. Jose Rosario**
 Arraignment - , Plea & Sentence
Plaintiff Attorney: District Attorney
Defense Attorney: Robert Reno, Esq.
- 10:00 AM Docket #: 640-2015
- Commonwealth of PA vs. Megan Williams**
 Plea -
Plaintiff Attorney: District Attorney
Defense Attorney: Robert Reno, Esq.
- 10:00 AM Docket #: 55-2016
- Commonwealth of PA vs. Dale Winchester**
 Plea -
Plaintiff Attorney: District Attorney
Defense Attorney: Robert Reno, Esq.
- 10:00 AM Docket #: 10-2016
- Commonwealth of PA vs. Carmelo Rosa**
 Plea -
Plaintiff Attorney: District Attorney
Defense Attorney: Michael Weinstein, Esq.
- 10:00 AM Docket #: 496-2015
- Commonwealth of PA vs. Steven John Zabriskie**
 Plea -
Plaintiff Attorney: District Attorney
Defense Attorney: Michael Weinstein, Esq.
- 10:00 AM Docket #: 47-2016
- Commonwealth of PA vs. Patrick Menegus**
 Plea -
Plaintiff Attorney: District Attorney
Defense Attorney: James P. Baron, Esq.
- 10:00 AM Docket #: 96-2016
- Commonwealth of PA vs.**

William Phillips II

Arraignment & Plea -

Plaintiff Attorney: District Attorney

Defense Attorney: Amanda Chesar, Esq.

- 10:00 AM Docket #: 97 & 98-2016

Commonwealth of PA vs.

William Phillips, III

Arraignment & Plea -

Plaintiff Attorney: District Attorney

Defense Attorney: Lindsey Collins, Esq.

- 10:00 AM Docket #: 104-2016

Commonwealth of PA vs.

Timothy Stark

Arraignment & Plea -

Plaintiff Attorney: District Attorney

Defense Attorney: Jason Obliger, Esq.

- 10:00 AM Docket #: 80-2016

Commonwealth of PA vs.

Jamie Rivas

Arraignment & Plea -

Plaintiff Attorney: District Attorney

Defense Attorney: Matthew Galasso, Esq.

- 10:00 AM Docket #: 616-2014

Commonwealth of PA vs.

Sandra Lannon

Expungement Hearing -

Plaintiff Attorney: District Attorney

Defense Attorney: Michael Weinstein, Esq.

- 10:00 AM Docket #: 251-2014

Commonwealth of PA vs.

Brian Curtis Gunther

Hearing - Motion to Reinstate Bond

Plaintiff Attorney: District Attorney

Defense Attorney: James P. Baron, Esq.

- 10:00 AM Docket #: 645-2015

Commonwealth of PA vs.

Gary Thompson

Hearing - Motion for Bail Revocation

Plaintiff Attorney: District Attorney

Defense Attorney: Amanda Chesar, Esq.

- 10:00 AM Docket #: 62-2016

Commonwealth of PA vs.

Richard Carucci

Arraignment & Plea -

Plaintiff Attorney: District Attorney

Defense Attorney: Bob Bernathy, Esq.

- 10:00 AM Docket #: 127-2016

Commonwealth of PA vs.

Alexis Teschner

CAPS -

Plaintiff Attorney: District Attorney

Defense Attorney: Mark Moulton, Esq.

- 10:00 AM Docket #: 142-2016

Commonwealth of PA vs.

Willmar Cortez

Arraignment & Plea -

Plaintiff Attorney: District Attorney

Defense Attorney: Bob Bernathy, Esq.

- 10:00 AM Docket #: 402-2015, 27-2016

Commonwealth of PA vs.

Jennifer Vargas

Plea -

Plaintiff Attorney: District Attorney

Defense Attorney: Brett J. Riegel, Esq.

- 01:00 PM Docket #: 625-2015

Commonwealth of PA vs.

Jason Cuff

Arraignment -

Plaintiff Attorney: District Attorney

Defense Attorney:

- 01:30 PM Docket #: 557-2014

Commonwealth of PA vs.

Veronica Vantuyl

Violation of Probation -

Plaintiff Attorney: District Attorney

Defense Attorney: Amanda Chesar, Esq.

- 01:30 PM Docket #: 496-2014

Commonwealth of PA vs.

James Nelson

Violation of Parole -

Plaintiff Attorney: District Attorney

Defense Attorney:

- 01:30 PM Docket #: 304-2015

Commonwealth of PA vs.

Kelly Potts

Violation of Probation - Sanctions

Plaintiff Attorney: District Attorney

Defense Attorney: Lindsey Collins, Esq.

- 01:30 PM Docket #: 689-2014, 706-2014

Commonwealth of PA vs.

Katlyn Horacek

Other - Sanctions

Plaintiff Attorney: District Attorney

Defense Attorney: Thomas Earl Mincer, Esq.

- 01:30 PM Docket #: 127-2015

Commonwealth of PA vs.

Pamela Gattone

Violation of Parole -

Plaintiff Attorney: District Attorney

Defense Attorney:

- 01:30 PM Docket #: 8-2015
Commonwealth of PA vs. Jennifer Mathews
Violation of Probation -
Plaintiff Attorney: District Attorney
Defense Attorney:
 - 01:30 PM Docket #: 349-2013
Commonwealth of PA vs. Leslie Nemeth
Violation of Probation -
Plaintiff Attorney: District Attorney
Defense Attorney:
 - 01:30 PM Docket #: 120-2014
Commonwealth of PA vs. Tyler Lee Shaffer
Violation of Parole -
Plaintiff Attorney: District Attorney
Defense Attorney:
 - 01:30 PM Docket #: 612-2013
Commonwealth of PA vs. Michael Peter Strohmeier
Parole Hearing -
Plaintiff Attorney: District Attorney
Defense Attorney: Jason Obliger, Esq.
 - 01:30 PM Docket #: 532-2014, 353-2015
Commonwealth of PA vs. Alexander Harris Finkle
Parole Hearing -
Plaintiff Attorney: District Attorney
Defense Attorney: Jason Obliger, Esq.
 - 01:30 PM Docket #: 186-2015
Commonwealth of PA vs. Michael Edward Conklin
Violation of Probation -
Plaintiff Attorney: District Attorney
Defense Attorney: Lindsey Collins, Esq.
 - 01:30 PM Docket #: 361-2015
Commonwealth of PA vs. Russell Stewart
Violation of Parole -
Plaintiff Attorney: District Attorney
Defense Attorney: Amanda Chesar, Esq.
 - 01:30 PM Docket #: 206-2015
Commonwealth of PA vs. Joseph Almanzar
Parole Hearing -
Plaintiff Attorney: District Attorney
Defense Attorney: Michael Weinstein, Esq.
 - 01:30 PM Docket #: 220-2015
Commonwealth of PA vs. Jamie Potts
Violation of Parole -
Plaintiff Attorney: District Attorney
Defense Attorney: Amanda Chesar, Esq.
 - 01:30 PM Docket #: 320-2015
Commonwealth of PA vs. Chelsea Sedlak
Parole Hearing -
Plaintiff Attorney: District Attorney
Defense Attorney: Lindsey Collins, Esq.
 - 01:30 PM Docket #: 676-2014
Commonwealth of PA vs. Sarah Turner
Parole Hearing -
Plaintiff Attorney: District Attorney
Defense Attorney: Lindsey Collins, Esq.
 - 01:30 PM Docket #: 611-2014
Commonwealth of PA vs. Matthew Martinez
Violation of Probation -
Plaintiff Attorney: District Attorney
Defense Attorney:
 - 01:30 PM Docket #: 4-2015
Commonwealth of PA vs. Kaitlin Goetz
Violation of Probation -
Plaintiff Attorney: District Attorney
Defense Attorney:
 - 01:30 PM Docket #: 107-2014
Commonwealth of PA vs. Ralissa Gibson
Violation of Probation -
Plaintiff Attorney: District Attorney
Defense Attorney:
 - 01:30 PM Docket #: 599-2015
Commonwealth of PA vs. Anthony Laden
Violation of Parole -
Plaintiff Attorney: District Attorney
Defense Attorney:
- FRIDAY, APRIL 22, 2016**
- 09:00 AM Docket #: 1497-2012
Bonnie Roslund vs. Erik Roslund
Custody Trial -
Plaintiff Attorney: Thomas Mincer, Esq.
Defense Attorney: Kelly Gaughan, Esq.
 - 09:30 AM Docket #: 1316-2013
Arnold Stang vs. Veronica Stang
Divorce Master Hearing -
Plaintiff Attorney: Robert Bernathy, Esq.
Defense Attorney: Kelly Gaughan, Esq.

OPINION

IN THE COURT OF COMMON PLEAS OF
PIKE COUNTY, PENNSYLVANIA
CIVIL

BANK OF AMERICA, N.A., et al., N/K/A
CHRISTIANA TRUST, a division of
Wilmington Savings Fund Society, FSB,
Not in its individual capacity but as
TRUSTEE OF ARLP TRUST 4, Plaintiff/Appellee

vs.

PETER IABONI and CELINDA IABONI
h/w and PETER IABONI, JR., Defendants/Appellants
No. 656-2012 CIVIL

**OPINION SUBMITTED PURSUANT TO PENNSYLVANIA RULE OF
APPELLATE PROCEDURE 1925**

AND NOW, this 8th day of April, 2016, after careful review of the record, this Court continues to stand by its decision and respectfully requests the Superior Court to uphold its Order, dated January 14th, 2016, which entered a verdict in favor of Plaintiff. This Court also adds, pursuant to Pennsylvania Rule of Appellate Procedure 1925, the following:

I. FACTUAL AND PROCEDURAL HISTORY

This action is in equity and concerns a claim for reformation of a mortgage dated February 28, 2006. Plaintiff is Christiana Trust (hereinafter "Plaintiff") and is the proper party to bring this action pursuant to an Assignment of Mortgage recorded on May 27, 2014. Defendants are Peter Iaboni and Celinda Iaboni (husband and wife) and Peter Iaboni, Jr. (hereinafter "Defendants").

The property at issue (hereinafter the "Aggregate Property") is located in Greene Township, Pike County, Pennsylvania. Defendants Peter and Celinda Iaboni and niece's husband, Daniel Hinton, obtained title to the Aggregate Property from Josephine and Kenneth Weidlich by a deed executed on April 1, 2005. *Joint Stipulation of Fact* ¶ 1 (January 14, 2016). The Aggregate Property was conveyed in fee for the amount of \$260,000 to Peter and Celinda Iaboni and Daniel Hinton as co-grantees and as tenants in common. *Id.* This purchase and conveyance was made pursuant to an Agreement of Sale executed by the Weidlichs and Daniel Hinton only. *Joint Stipulation of Fact* ¶ 2, *Trial Exhibit* 16. The Aggregate Property consisted of multiple tax parcels, including a lake, a house, and a wooded area. *Joint Stipulation of Fact* ¶ 3, *Trial Exhibit* 16 ¶ 2.

Defendants and Hinton financed the purchase of the Aggregate Property through a loan dated April 9, 2005 and issued by The New York Mortgage Company in the principal amount of 221,000 (hereinafter the "Hinton/Iaboni Loan"). *Joint Stipulation of Fact* ¶ 5, *Trial Exhibit* 3. The Hinton/Iaboni Loan was secured by a Purchase Money Mortgage jointly executed by Peter and Celinda Iaboni and Hinton in favor of The New York Mortgage Company. *Joint Stipulation of Fact* ¶ 6, *Trial Exhibit* 3. The Purchase Money Mortgage was recorded with the Recorder's Office in Pike County on May 6, 2005 as Instrument No. 20050007738 in Book 2108, Page 83. *Joint Stipulation of Fact* ¶ 7, *Trial Exhibit* 3. The Purchase Money Mortgage included a Legal

Description of the tax parcels contained in the Aggregate Property. *Joint Stipulation of Fact* ¶ 8, *Trial Exhibit* 3. This Description matched the Legal Description of the tax parcels contained in the Aggregate Property that was put forth in the Hinton/Iaboni Deed. *Joint Stipulation of Fact* ¶ 9, *Trial Exhibits* 2 and 3.

In 2006, the Iabonis and Hinton decided to remove Hinton as a co-owner of the Aggregate Property. On February 28, 2006, Peter Iaboni applied for a new loan in his own name in order to pay off the Purchase Money Mortgage. *Joint Stipulation of Fact* ¶ 11, *Trial Exhibit* 21. The New York Mortgage Company approved Peter Iaboni for a loan in the amount of \$221,250.00 (hereinafter the “Iaboni Refinance”). *Joint Stipulation of Fact* ¶ 12, *Trial Exhibit* 5. The new loan removed Hinton as an obligor. *Joint Stipulation of Fact* ¶ 12, *Trial Exhibits* 5, 19, 20. The closing on the Iaboni Refinance was done by Reliable Abstract Company on or about February 28, 2006. *Joint Stipulation of Fact* ¶ 13, *Trial Exhibit* 20. Peter and Celinda Iaboni were both present at the Refinance Closing. *Joint Stipulation of Fact* ¶ 14, *Trial Exhibit* 52.

At the Refinance Closing, Peter Iaboni, Celinda Iaboni, and Hinton executed a Deed (hereinafter the “Iaboni Deed”) which conveyed the Aggregate Property to Peter and Celinda Iaboni. *Joint Stipulation of Fact* ¶ 16, *Trial Exhibit* 4. The Iaboni Deed was between Peter Iaboni, Celinda Iaboni, and Hinton as grantors as tenants in common and Peter Iaboni and Celinda Iaboni as grantees. *Trial Exhibit* 4. The Iaboni Deed identifies Celinda Iaboni as the “wife” of Peter Iaboni. *Joint Stipulation of Fact* ¶ 17, *Trial Exhibit* 4. The Legal Description contained in the Iaboni Deed describes the Aggregate Property and matches the Legal Description contained in the Hinton/Iaboni Deed. *Joint Stipulation of Fact* ¶ 18-19, *Trial Exhibits* 2, 4. The Iaboni Deed was recorded on March 21, 2006 in Book 2164, Page 1794. *Joint Stipulation of Fact* ¶ 21, *Trial Exhibit* 4.

Peter Iaboni executed and delivered a Mortgage (hereinafter the “Refinance Mortgage”) dated February 28, 2006 in order to secure his obligation to repay the Iaboni Refinance loan proceeds. *Joint Stipulation of Fact* ¶ 22, *Trial Exhibit* 5. The Legal Description contained in the Refinance Mortgage describes the Aggregate Property and matches the Legal Description contained in both the Iaboni Deed and the Purchase Money Mortgage. *Joint Stipulation of Fact* ¶ 23, 24, *Trial Exhibits* 3, 4, 5. The Refinance Mortgage was not executed by Celinda Iaboni. *Joint Stipulation of Fact* ¶ 26, *Trial Exhibit* 5.

Subsequently, the Iaboni Refinance loan proceeds were used to pay off the Purchase Money Mortgage. *Joint Stipulation of Fact* ¶ 27, *Trial Exhibit* 20, 22. As a result, the Purchase Money Mortgage was marked as satisfied pursuant to a Satisfaction of Mortgage dated March 22, 2006. *Joint Stipulation of Fact* ¶ 28, *Trial Exhibit* 6. However, Peter Iaboni has not made a payment on the Iaboni Refinance loan since late 2008. *Joint Stipulation of Fact* ¶ 29.

After Hinton was removed as co-owner of the Aggregate Property, the Iabonis executed several conveyances of different parcels of the property. As of the date of the Iaboni Deed, the following parcels of the Aggregate Property remain titled to members of the Iaboni Family.

1. Lake Wynooska and Lots 48, 50, and 52, contained in Parcel I, remain titled to Peter Iaboni, Jr. under a Deed recorded in Book 2315, Page 1772. *Joint Stipulation of Fact* ¶ 35, *Trial Exhibit* 11.
2. The entirety of Parcel II remains titled to Peter and Celinda Iaboni. *Joint Stipulation of Fact* ¶ 36, *Trial Exhibit* 4.
3. The entirety of Parcel III remains titled to Peter and Celinda Iaboni. *Joint Stipulation of Fact* ¶ 37, *Trial Exhibit* 4.

After the Iaboni Refinance loan went into default, Plaintiff initiated this action by filing a Complaint in Equity on March 23, 2012. *Complaint, Bank of America, N.A.*

n/k/a Christiana Trust v. Peter Iaboni and Celinda Iaboni, h/w and Peter Iaboni, Jr. No. 656-2012 (March 23, 2012). Plaintiff averred that the inclusion of Celinda Iaboni as a co-grantee on the Hinton/Iaboni Deed but not as a co-mortgagor on the Refinance Mortgage was a mutual mistake by the parties to the transaction. *Complaint* ¶ 20. Therefore, Plaintiff averred that it could not initiate a foreclosure proceeding because the Refinance Mortgage was signed only by Peter Iaboni and thus did not properly attach as a lien against the Aggregate Property. *Complaint* ¶ 17, 19. Because the Iaboni Refinance loan proceeds were used to pay off the Purchase Money Mortgage, Plaintiff avers that Celinda Iaboni benefited as a co-obligor under the Purchase Money Mortgage. *Complaint* ¶ 22, 23. Plaintiff argued that “Defendants should not be relieved of the consequence of the default on the loan merely because of a mistake in the execution” of the Refinance Mortgage. *Complaint* ¶ 42. Defendants filed an Answer and New Matter on June 8, 2012 and specifically denied that any mistake on their part occurred during the transaction. Defendants averred that any mistake was unilateral by Plaintiff. *Answer and New Matter* ¶ 21, *Bank of America, N.A. n/k/a Christiana Trust v. Peter Iaboni and Celinda Iaboni, h/w and Peter Iaboni, Jr.* No. 656-2012 (June 8, 2012). Plaintiff filed a Reply to Defendants’ New Matter on June 18, 2012.

After a period of discovery, Plaintiff filed an Amended Complaint on May 29, 2015. Plaintiff argued that the Refinance Mortgage was valid as a lien against the Aggregate Property, despite being executed only by Peter Iaboni, and that it was entitled to a declaratory judgment based on the tenants by the entireties presumption. *Amended Complaint* ¶ 46-47, *Bank of America, N.A. n/k/a Christiana Trust v. Peter Iaboni and Celinda Iaboni, h/w and Peter Iaboni, Jr.* No. 656-2012 (May 29, 2015). Alternatively, Plaintiff argued that the Refinance Mortgage should be reformed on the grounds of mutual mistake to add Celinda Iaboni as a co-mortgagor. *Amended Complaint* ¶ 55-59. On July 6, 2015, Defendants filed an Answer with New Matter to Plaintiff’s Amended Complaint.

A non-jury trial was on January 14, 2016. This Court heard testimony from Peter Iaboni, Crystal Kears, Erin Steppacher, Celinda Iaboni, Jason Wiggins, and Daniel Hinton. This Court entered a verdict in favor of Plaintiff on the basis of the tenants by the entireties presumption. *Verdict, Bank of America, N.A. n/k/a Christiana Trust v. Peter Iaboni and Celinda Iaboni, h/w and Peter Iaboni, Jr.* No. 656-2012 (January 14, 2016). This Court ordered that the mortgage dated February 28, 2006 (the Refinance Mortgage) applied to both Peter and Celinda Iaboni and that Celinda Iaboni was equally responsible for the full amount of the Iaboni Refinance loan. *Id.* This Court found that Peter Iaboni was acting on behalf of himself and his wife, Celinda Iaboni, when he refinanced the loan on the Aggregate Property subject to the Refinance Mortgage. *Id.* This Court noted in its Verdict that Celinda Iaboni was present at the Refinance Closing and was aware of the actions taken that day. *Id.*

Defendants filed a Motion for Post-Trial Relief on January 26, 2016. On January 28, 2016, this Court denied that Motion for lack of service. Defendants filed a Notice of Appeal to the Superior Court on February 12, 2016. On March 10, 2016, this Court ordered that the Defendants/Appellants file a Concise Statement of Matters Complained of on Appeal within twenty-one (21) days from the date of the Order. Defendants filed a Concise Statement of Matters Complained of on Appeal on March 23, 2016. Defendants raise the following issues on appeal:

1. The trial court’s verdict was incorrect in finding for the Plaintiff on the basis of the tenants by the entireties presumption when the record was sufficient to rebut the presumption.
2. The trial court erred in finding that Peter Iaboni acted on behalf of himself and Celinda Iaboni when he financed the Refinance Iaboni loan on the Aggregate Property when the record does not support such a finding.

3. The trial court erred in failing to distinguish between the three parcels of the Aggregate Property on the verdict slip and in finding that the Refinance Mortgage encumbered all three parcels of the Aggregate Property when the record does not support such a finding.
4. The trial court erred in adding Celinda Iaboni to the Refinance Mortgage because it did not establish a record or find as a fact that a mutual mistake occurred during preparation of the mortgage document.

STANDARD OF REVIEW

In equity matters, the appellate court's review of the trial court's findings "is limited to determining whether the findings of fact are supported by competent evidence, whether an error of law has been committed, and whether there has been a manifest abuse of discretion." *Regions Mortgage, Inc. v. Muthler*, 889 A.2d 39, 41 (Pa. 2005) (quoting *Vernon Twp. Volunteer Fire Dep't, Inc. v. Connor*, 855 A.2d 873, 879 (Pa. 2004)); *Kepple v. Fairman Drilling Co.*, 615 A.2d 1298, 1302 (Pa. 1992) (citation omitted). The appellate court does not supplant its reasoning with that of the trial court but instead determines whether the trial court could have reasonably reached the conclusions that it reached. 615 A.2d 1298, 1302 (citation omitted). Therefore, an appellate court will not reverse an equitable decree "unless it is unsupported by the evidence or demonstrably capricious." 615 A.2d 1298, 1302 (quotation omitted) (citation omitted). In equity matters, if supported by competent evidence, the trial court's factual findings are binding. *Id.* at 1302. However, the trial court's conclusions of law are not. *Id.* at 1302 (citation omitted).

Similarly, "in cases arising from non-jury trial verdicts," the appellate court "determine[s] whether" "competent evidence" supports the trial court's findings and "whether the trial court committed" any error of law. *Wyatt, Inc. v. Citizens Bank of Pa.*, 976 A.2d 557, 564 (Pa. Super. Ct. 2009) (quotations omitted) (citations omitted). The appellate court gives the same weight and effect to the trial judge's findings of fact that it gives to a jury's findings. *Id.* at 564. The appellate court "consider[s] the evidence in a light most favorable to the verdict winner" and only reverses the trial court's decision if competent evidence in the record does not support the trial court's findings of fact or the trial court premised its findings on an error of law. *Id.* at 564 (quotations omitted) (citation omitted). At trial, the factfinder has the freedom to determine 1) witness credibility, including when witness's give conflicting testimony; 2) the weight of witness testimony; and 3) how much, if any, of the evidence to believe. See *Gunn v. Grossman*, 748 A.2d 1235, 1240 (Pa. Super. Ct. 2000) (citing *Gaydos v. Gaydos*, 693 A.2d 1368 (Pa. Super. Ct. 1997) *Flanagan v. Labe*, 666 A.2d 333, 335 (Pa. Super. Ct. 1995)); *Farmers Nat'l Bank of Bloomsburg v. Albertson*, 199 A.2d 486, 487 (Pa. Super. Ct. 1964). If issues involve questions of law, the appellate court's scope of review is plenary. *Wyatt*, 976 A.2d at 564. Because the appellate court must "determine if the trial court correctly applied the law to the facts," non-jury trial conclusions of law do not bind the appellate court. *Id.* at 564 (quotations omitted) (citation omitted).

II. DISCUSSION

Defendants present four issues for review upon appeal, and this Court will address each issue individually below.

A. This Court's verdict was correct in finding for the Plaintiff because Defendants did not present sufficient evidence to rebut the entireties presumption that Peter Iaboni acted for the joint benefit of himself and his wife, Celinda Iaboni, when he executed the Refinance Mortgage.

“A tenancy by the entirety is a form of co-ownership of real or personal property by husband and wife.” *In re Brannon*, 476 F.3d 170, 173 (3d Cir. 2007). “Where property is placed in the names of both the husband and wife, the creation of a tenancy by the entirety is presumed.” *Gilliland v. Gilliland*, 751 A.2d 1169, 1172 (Pa. Super. 2000) citing *Raiken v. Mellon*, 582 A.2d 11, 14 (Pa. Super. 1990). In order to overcome the presumption that an estate by the entirety exists...there must be clear and convincing evidence to the contrary.” *In re Holmes’ Estate*, 200 A.2d 745, 747 (Pa. 1964).

The “entireties presumption” is well-established under Pennsylvania law. “It is presumed that each tenant by the entirety may, without specific consent, act individually on behalf of both.” 476 F.3d 170, 173. The Pennsylvania courts have established, with respect to entireties properties, a “presumption that during the term of a marriage either spouse has the power to act for both, without specific authorization so long as the benefits of such action inure to both.” *Kennedy v. Erkman*, 133 A.2d 550, 554 (Pa. 1957). See also *Schweitzer v. Evans*, 63 A.2d 39 (Pa. 1949) and *Madden v. Gostztonyi Savings & Trust Co.* 200 A. 624 (Pa. 1938). However, the non-acting spouse can offer rebuttal evidence that “the spouse was not in fact authorized by the other spouse.” 133 A.2d 550, 553 (entireties presumption applied because no evidence offered that lessor wife was not in accord with termination of lease despite notice of termination only being signed by lessor husband.)

Defendants argue that the tenants by the entirety presumption should not apply and that the Refinance Mortgage should not apply to both Peter and Celinda Iaboni. Defendants argue that the only evidence supporting the entireties presumption was the fact that Celinda Iaboni was identified on the deed as the wife of Peter Iaboni. Defendants argue that Celinda Iaboni’s testimony demonstrated her intention to hold title not as a tenant by the entirety but as a tenant in common.

Celinda Iaboni did refer to title as tenants in common several times in her testimony at trial. See *Trial Testimony* p. 119: 11-4, p.126: 13, p. 145: 15-18. However, those references appear to concern the Wiedlich/Hinton/Iaboni Deed, pursuant to which she did indeed hold title with Peter Iaboni and Daniel Hinton as tenants in common. In fact, she testified that the term “tenants in common” on the Iaboni Deed referred to the grantor clause on that Deed. *Trial Testimony* p. 146: 13-16. Significantly, the Iaboni Deed does not use the term “tenants in common” in the grantee clause; instead, the grantees are identified as “Peter and Celinda Iaboni, his wife.” *Trial Exhibit* 5.

Furthermore, this Court finds that there is additional evidence that is sufficient to find for Plaintiff on the basis of the entireties presumption. Peter and Celinda Iaboni were husband and wife at the time of the Refinance Closing. *Joint Stipulation of Fact* ¶ 15. Peter and Celinda Iaboni both attended the Refinance Closing. *Id.* ¶ 15, *Trial Transcript* p. 141: 21-24. All parties agree that Celinda Iaboni knew about the Iaboni Loan and the Refinance Mortgage and was not opposed to the Refinance Mortgage. Celinda Iaboni testified that she supported the refinance loan. *Trial Transcript* p. 143: 6-8.

Defendants have not offered clear and convincing evidence that the Iabonis held title as tenants in common rather than as tenants by the entirety. Consequently, Defendants have not rebutted the entireties presumption, and this Court was correct in finding that Peter Iaboni acted for the joint benefit of himself and his wife, Celinda Iaboni, when he executed the Refinance Mortgage.

B. This Court was correct in finding that Peter Iaboni acted on behalf of himself and Celinda Iaboni when he refinanced the loan on the Aggregate Property.

In their Concise Statement, Defendants argue that this Court was incorrect in finding that Peter Iaboni acted on behalf of himself and his wife during the Refinance Closing. Defendants argue that this Court did not consider the fact that Celinda Iaboni signed the deed the day before the Refinance Closing and did not take part in the Refinance Closing itself.

The date of Celinda Iaboni's signature on the Iaboni Deed is February 27, 2006, which is one day before the date on the Refinance Mortgage. However, there was testimony at trial which tends to show that Celinda Iaboni did participate, perhaps even more so than her husband, in the Refinance Closing. Peter Iaboni testified that he was not really involved in the process and that he was counting on his wife to make sure everything was done correctly. *Trial Testimony* p. 62: 22-25, p. 63:1. Erin Steppacher testified that it appeared that Celinda Iaboni was more involved in making sure that everything was done right. *Trial Testimony* p. 100: 22-25. Finally, Jason Wiggins testified that Celinda Iaboni was reviewing each of the documents presented before Peter Iaboni signed them during the Refinance Closing. *Trial Testimony* p. 194: 14-19

Even if Celinda Iaboni did sign the Iaboni Deed the day before the Refinance Closing, the record was sufficient to establish that she still participated in the Refinance Closing and was aware of the events of that proceeding. Therefore, this Court did not err in finding that Peter Iaboni acted on behalf of himself and Celinda when he refinanced the loan on the property.

C. This Court did not err in failing to distinguish between the three parcels in its verdict and in finding that the Refinance Mortgage encumbered all three parcels because the record was established through testimony and documentary evidence and therefore is sufficient to support such a finding.

In their Concise Statement, Defendants argue that the record shows that only the house parcel tax map number was encumbered by the Refinance Mortgage and that, therefore, this Court's verdict was incorrect in failing to distinguish between parcels 1 (the lake), II (the house), and III (the wooded area).

At trial, Defendants argued that the Iabonis only ever intended to mortgage the house parcel, which was tax map number 128.04-02-01. *Trial Exhibit* 32. Celinda Iaboni testified that she attended the closing to sign the original mortgage, the Purchase Money Mortgage, on the Aggregate Property. *Trial Testimony* p. 125: 1. Celinda testified that the "closing was done for everything." *Trial Testimony* p. 126: 11. Therefore, the same closing was conducted for parcels of property that she thought they were paying cash for and the parcel that she thought they were mortgaging. Furthermore, Celinda testified that she only looked at the papers that were given to her during the closing. *Trial Testimony* p. 129: 8-9. However, she also testified that she believed that she would have looked at the mortgage to make sure it included only the house parcel. *Trial Testimony* p. 129: 14, p. 130: 7-15. She further testified that Attorney Spall, who was present at the closing, could testify that only the parcel with the house was being mortgaged; however, Attorney Spall did not testify and was not deposed. *Trial Transcript* p. 132: 15-19. Significantly, although Celinda testified she believed she would have the documents regarding the 2005 loan and mortgage which would support her argument, she did not produce any documents at trial.

Celinda Iaboni also testified that the Refinance Mortgage was done only for the house parcel. *Trial Testimony* p. 120, 19-20, p. 125, 13-14. The Refinance Mortgage listed only the tax parcel map number for the house parcel on the first page of the document. *Trial Exhibit* 5. However, the legal description that was attached to the Refinance Mortgage includes all three parcels. *Trial Exhibit* 5. Celinda testified that

she noticed that the legal description included all three parcels. *Trial Testimony* p. 154, 23-25. Furthermore, she testified that she did not object to the fact that all three parcels were included in the legal description. *Trial Testimony* p. 154, 1-4.

Additionally, third-party witnesses provided rebuttal testimony to Defendants' argument. Jason Wiggins, a loan officer, was involved in both the original purchase in 2005 and the Refinance in 2006. In regards to the 2005 transaction, Mr. Wiggins testified that the Iabonis were financing "everything including the lake." *Trial Testimony* p. 189: 15-22. Mr. Wiggins testified that the Iabonis subsequently contacted him in order to refinance. *Trial Testimony* p. 190: 24-25. Mr. Wiggins testified that his understanding of the Iabonis' intention in refinancing was not to "get any portion of the property they had purchased released from the original mortgage." *Trial Testimony* p. 192: 25, p. 194: 1-4. Finally, Mr. Wiggins testified that Celinda Iaboni was reviewing each of the documents presented before Peter Iaboni signed them during the Refinance Closing. *Trial Testimony* p. 194:14-19.

Erin Steppacher also testified about the purpose of the Refinance and the events of the Refinance Closing. Ms. Steppacher testified that the Iabonis were seeking to mortgage all of the parcels that they had purchased in 2005. *Trial Testimony* p. 97:21. She also testified that she did not recall either Peter or Celinda Iaboni requesting that only one or some of the parcels be encumbered by the Refinance Mortgage. *Id.* 22-25. Ms. Steppacher did not recall questions from either Peter or Celinda Iaboni about which parcels would be encumbered by the Refinance Mortgage. *Trial Testimony* p. 101:6-10.

Initially, it must be noted that Daniel Hinton testified that he was not independently interested in the Aggregate Property. *Trial Testimony* p. 203, 11-13. Hinton testified that he became involved with the transaction because he believed that the Iabonis could not secure financing, and he was willing to put the property in his name. *Trial Testimony* p. 203:5-10. Hinton testified that he applied for a loan to finance the property and that the loan was to finance the whole property rather than only certain parcels. *Trial Testimony* p. 204:15. Hinton also testified that he did not recall the Iabonis claiming that they were only mortgaging the house parcel. *Id.* 5-9.

The testimony of Peter Iaboni also rebuts Defendants' argument. When Hinton was removed from the title in 2006, Peter testified that he and his wife kept the entire property that they had purchased in 2005. *Trial Testimony* p. 34:18-20. Peter testified that the legal description in the Refinance Mortgage appeared to describe the three parcels of property purchased in 2005. *Id.* p. 36:3-20.

Finally, the documentary evidence provided rebuts the Defendants' argument. The 2005 Purchase Money Mortgage and the 2006 Refinance Mortgage both contain legal descriptions for three parcels of property. *Trial Exhibits* 3 and 5. The 2006 title commitment issued to the mortgagee contains a legal description for the same three parcels of property as the Refinance Mortgage. *Trial Exhibit* 24.

This Court's findings of fact were based on competent evidence. The testimony presented and the documentary evidence provided established a record that was sufficient to support the finding that the Refinance Mortgage encumbered all three parcels of the property. Therefore, this Court did not err in failing to distinguish between the three parcels in its verdict.

D. This Court was correct in reforming the Refinance Mortgage to add Celinda Iaboni and to hold her responsible for the full amount of the loan in this matter as an owner by the entireties.

It is well established under Pennsylvania law that "courts of equity have the power to reform a written instrument where there has been a showing of fraud, accident or

mistake.” *Evans v. Marks*, 218 A.2d 802, 805 (Pa. 1966). “When a mortgagee fails to properly secure a loan, the mortgagee may seek “the equitable remedy of reformation” by showing bad faith, accident, mutual mistake, or unilateral mistake.” *Regions Mortgage, Inc. v. Muthler*, 889 A.2d 39, 42-42 (Pa. 2005). Although the *Muthler* Court held that no evidence presented in the case before it supported a finding of mutual or unilateral mistake, the *Muthler* Court reaffirmed that under certain proven circumstances, a mortgage may be reformed to add a non-signatory party. 889 A.2d 39, 42.

Defendants argue that this Court was incorrect in reforming the Refinance Mortgage to add Celinda Iaboni when it did not find as a fact that there was a mutual mistake in the preparation of the mortgage documents. However, Defendants mischaracterize the nature of this Court’s verdict in which the grounds for reformation are based upon evidence of bad faith by the Iabonis.

Ms. Steppacher testified that she never asked Celinda Iaboni to sign the Refinance Mortgage and that Celinda never refused to sign the Mortgage. *Trial Transcript* p. 104:11-14. Ms. Steppacher did testify that it was due to a mistake on her part that Celinda did not sign the Refinance Mortgage. *Trial Transcript* p. 101:25, p. 102:1-4. However, Ms. Steppacher also testified that Celinda was more “on top of making sure the transaction was done right” than Peter Iaboni. *Trial Transcript* p. 100:22-25. Ms. Steppacher emphasized throughout her testimony that Celinda was fully aware of the proceedings and how the transaction was completed.

This Court also heard testimony from Celinda Iaboni that supports a finding of bad faith. She testified that she assisted her husband with the Iaboni Refinance loan application. *Trial Testimony*, p. 143:2. She helped Jason Wiggins gather documentation to proceed with the loan. *Id.* at 5. She testified that she was not the kind of person who would sign a mortgage for real estate without reading it. *Trial Testimony*, p. 147:11-14. She testified that she was not asked to sign the mortgage. *Trial Testimony*, p. 148:3. Significantly, despite having reviewed the relevant documents and having participate in the Refinance Closing, she testified that she was not aware of the fact that she would be asked to sign the mortgage document since she was remaining on the title with her husband. *Trial Testimony*, p. 149:7.

In his deposition of May 1, 2013, Peter Iaboni stated that his wife handles most of the financial matters in their household. *Transcript of Peter Iaboni’s Deposition* p. 73:15-18. Furthermore, Peter testified at trial that Celinda was handling the family’s finances in 2006. *Trial Transcript* p. 41:22-24. Consequently, Peter provided a handwritten letter to the New York Mortgage Company that read: “I, Peter Iaboni, living rent free with no obligation to any bills.” *Trial Exhibit 37*. This letter was dated February 22, 2006 - right before the Refinance Closing on February 28, 2006. Peter testified that they were going through “very dark years” and that he “kind of wanted for her to control and take everything.” *Trial Testimony*, p. 42:12-16. He also testified that Celinda was paying more attention to the loan and purchase documents throughout the refinancing process. *Id.* at 1-11. He testified that he did not do anything with regard to the properties, the purchasing, or the financing without Celinda’s knowledge. *Id.* at 12-15.

Furthermore, Celinda executed a “gift letter” to the New York Mortgage Company on February 27, 2006. *Trial Exhibit 38*. This letter provided that Celinda would give or had given a gift of \$100,000.00 to her husband in February of 2006. Peter testified and confirmed that she did give him that gift of \$100,000. *Trial Testimony* p. 43:9-12. Peter also testified that Celinda gifted him \$100,000.00 so that he would have enough assets to obtain the loan because he was applying for it in his name. *Trial Testimony* p. 44:1-4. Significantly, Peter was then asked: “So, your wife, apparently had a hundred thousand dollars, but you wouldn’t tell New York Mortgage Company that she was giving it to

you?” *Id.* at 5-8. Peter responded: “I wanted to tell – I don’t remember.” *Id.* at 9. Finally, despite having \$100,000.00 to gift to her husband in order for him to secure the loan, Jason Wiggins testified that Peter was the borrower on the loan because he qualified and Celinda did not. *Trial Testimony* p. 192:18-21.

The Iaboni Refinance loan proceeds were applied to pay off the original mortgage (the Purchase Money Mortgage) on the property. *Joint Stipulation of Fact* ¶ 27. Subsequently, the Purchase Money Mortgage was marked as satisfied pursuant to a Satisfaction of Mortgage dated March 22, 2006. *Id.* at ¶ 28. Celinda Iaboni benefited from this transaction because she was a co-obligor under the Purchase Money Mortgage. Celinda testified that she was not aware of any financial harm or injury that resulted from her husband’s execution of the Refinance Mortgage. *Trial Testimony* p. 159:19-22.

The record is sufficient to support this Court’s finding that Celinda Iaboni did not sign the Refinance Mortgage because of some bad faith on the part of the Iabonis. Celinda was handling the family finances during the period of refinancing. She was involved in the events leading up to the Refinance Closing, was fully aware of the proceedings, and participated at length in the Closing itself. Finally, Celinda benefited from the transaction because the Purchase Money Mortgage was satisfied with the loan proceeds. Therefore, this Court did not err in reforming the Refinance Mortgage to add Celinda Iaboni’s name in order to hold her equally responsible for the full amount of the loan in this matter as an owner by entireties.

III. CONCLUSION

After thorough review of the record in this case, this court did not commit any error of law or override or misapply any law. This Court’s judgment was not manifestly unreasonable or the result of partiality, prejudice, bias, or ill will. As this decision was a sound application of the law and clearly supported by the facts, circumstances, and evidence in the case, this Court respectfully requests that the Superior Court uphold its Verdict rendered January 14, 2016.

BY THE COURT:

s/Honorable Joseph F. Kameen, P.J.

Scott M. Rothman, Esq., Attorney for Plaintiff
Lawrence J. Avallone, Esq., Attorney for Defendants



NOTICE

PIKE COUNTY OF COURT OF COMMON PLEAS NOTICE

Pursuant to Pike County Local Rule 230.2 Inactive Cases, Notice is Hereby given that the following cases are scheduled to be dismissed for lack of activity:

2012-219	Wells Fargo Bank vs. Elaina Lachance
2012-159	American Express vs. Domeneck M Humbert
2011-2132	Newbury Place vs. Laura Miyasato
2011-2068	Enterprise Rent a Car vs. Latasha Green
2011-2066	Guillermo Nunez vs. Angelique Clark
2011-1969	Edward McLaughlin vs. Pike County Correctional
2011-1925	Angeles White Milagros vs. Jeannie Maddox
2011-1874	Escape POA Inc. vs. Tamara Shvartsman
2011-1847	Citibank vs. Diane R. Martin
2011-1748	In Re: Topix vs. M&S Sanitation
2011-1694	Olga Ivasyutyak vs. Gregory Gretz Etal
2011-1671	Shalana Hammonds vs. Deborah Declassis
2011-1659	Coughlin vs. Debiak
2011-1637	Julio G. Gonzalo vs. Kevin Baker
2011-1557	Branch Baking vs. Lamoreaux
2011-1514	American Pump Systems vs. Jason Karpowich
2011-1509	Remit Corporation vs. Christine Kastet
2011-1500	Affinity Federal Credit vs. Heather Burke
2011-1481	Shoreline Funding vs. Sam Abuschinow
2011-1894	Valerie Martin vs. Jessica Zeller
2011-873	James Krauss Jr. vs. Douglas Marshall
2011-845	Asset Acceptance vs. Hye K. Kim
2011-799	Discover Bank vs. Neil Shelvin
2011-781	Jeffrey Shirley vs. Jacqueline Van Gorden
2011-739	David Pope vs. YRC Inc.
2011-728	Remit Corporation vs. Patricia A. Meyer
2011-683	PMI of Dawn Curly
2011-626	GE Money Bank vs. Teresa Williams
2011-613	Citibank vs. Candida Dan
2011-404	Fidelity National Title Ins. vs. Conklin
2011-396	Applied Bank vs. Kelvin Guyadeen
2011-364	Oliphant Financial vs. Paul Kelleherer
2011-360	Cavalry Portfolio vs. Genevieve Maraj

2011-356	Richard Koslower vs. Andrew Burr Sr.
2011-322	Richard Gelderman vs. Larry Homan
2011-304	Maryann Lynch vs. Lawrence J. Lynch Jr.
2011-143	CAB East LLC vs. Carol J. Doss
2013-1885	Fredericks vs. Riccio
2013-1856	Glenn vs. Glenn
2013-1803	Mckean vs. Mckean
2013-1769	FIA Card Services vs. Lijewski
2013-1727	Dingman Township vs. Charles Kushner
2013-1718	Bradley Shay vs. Diane Fleming
2013-1578	Michael Doyle vs. Abilene Doyle
2013-1545	George Vanbrunt vs. Ronald Smith
2013-1415	Battersby Construction vs. Joseph Gostischa
2013-1399	Donna Post vs. Michael Peters
2013-1249	Guennadi Troubine vs. Sandra Douris
2013-1185	Audrey A. Weber vs. Aftermath Inc.
2013-1167	Kelsey Traver vs. Surenda Mohapatra
2013-1133	American Express vs Frank Giuffre
2013-1051	In Re: Personal Injury Funds vs. James Puco
2013-824	Marie Rose vs. Gold Key Country Club
2013-492	Glenn Plass vs. Flor Rodriquez
2013-486	Friedman Electric vs. Jerman Torrence
2013-431	Ferraiuolo vs. Foreign Subpoena
2013-404	Jury Selection vs. March 8,2013
2013-388	Steven Brown vs. The Christian Herald
2013-375	Russell Seese vs. Jeremy E. Ward
2013-240	Matthew Smith vs. Kaitlin Hagglund
2013-187	Navgen Capital LLC vs. Judy A. Kennedy
2013-170	Bureas Investment Group vs. Mary A. Smith
2013-61	John Rogers vs. Judith Helbig
2013-44	Jeremy A. Melton vs. Raymond Schmidt
2012-2273	Metlife Home Loan vs. Myron Dutko
2012-2030	Keith Larsen vs. Miriam Ceneno
2012-2024	Equable Ascent Fiancial vs. Frank R. Kish
2012-1987	CACH LLC vs. sonny Tan
2012-1961	Kevin Grimstead vs. Tivador Kovacs
2012-1634	Midland Funding LLC vs. Robert Kutchma
2012-1548	Coatsville Builders vs. L&M Builders

2012-986	Robert J. Heckman vs. Century Link
2012-799	Citibank vs. Dennis W. Kelly
2012-773	Woodloch Hospitality vs. Pamela Johnson
2012-751	Melissa Cruz vs. Felix Cruz
2012-302	Saint Vincents vs. Gregg A. Korn
2012-219	Wells Fargo Bank vs. Elaina Lachance
2012-154	Dennis Fey vs. Anthony Palma
2012-86	Capital One Bank vs. Kelvin Guyadeen
2012-65	Douglas Lutz vs. Anthony Palma

230.2 directs that parties receiving notice that their case has lain dormant, may request a hearing on the matter. Failure of a party to timely file a request for hearing shall result in a pro forma dismissal of the case with prejudice by the Prothonotary. Any objection to the case being dismissed must be made in writing within 60 days from the date of publication to: Donna Machuca, Judicial Coordinator, 410 Broad Street, Milford, PA 18337.

LEGAL NOTICES

In The Court Of Common Pleas Of Pike County Commonwealth Of Pennsylvania

ESTATE NOTICES

Notice is hereby given that, in the Estate 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 present the same without delay and all persons indebted to said Estates are requested to make immediate payment to the executors or administrators or their attorneys named below.

EXECUTOR'S NOTICE

ESTATE OF DONALD
C. BRINK, of Milford, Pike
County, Pennsylvania, deceased.
Letters testamentary on the

above estate having been granted to the undersigned, all persons indebted to the said estate are requested to make payment and those having claims to present same, without delay to JUDITH A. MC CARTY, of 187 Filkins Hill Road, East Berne, NY 12059 and DENNIS BRINK, of 223 Christian Hill Road, Milford, PA 18337, or to their attorneys, KLEMEYER, FARLEY & BERNATHY, LLC, 406 Broad Street, Milford, PA 18337.

04/01/16 • 04/08/16 • 04/15/16

NOTICE

ESTATE OF FREDERICK
REICH, late of Blooming Grove

Township, PA (died February 9, 2016), Letters of Testamentary having been granted to JUNE REICH. All persons knowing themselves to be indebted to said Estate will make payment immediately, and those having claims will present them for settlement to JUNE REICH, Executrix, or to: Tullio DeLuca, Attorney for the Estate, 381 N. 9th Avenue, Scranton, PA 18504.

04/01/16 • 04/08/16 • **04/15/16**

ESTATE NOTICE

LETTERS OF Testamentary on the Estate of Helmut Preusch, late of Lackawaxen Twp., Pike County, have been granted to Elsa Sydorwich, Executrix, who requests all persons having claims or demands against the Estate of the decedent to make known the same, and all persons indebted to the decedent to make payment without delay, to

William S. Ravenell, Esquire
166 Allendale Road
King of Prussia, PA 19406

04/08/16 • **04/15/16** • 04/22/16

LETTERS TESTAMENTARY

Estate of Vera Greenwald, Deceased, late of 270 Heaters Hill, Westfall Township, Pike County, Pennsylvania 18336. Letters Testamentary on the above estate have been granted to the undersigned. All persons indebted to the said estate are requested to make payment, and those having claims to present the same without delay to:
Daniel Greenwald

175 West 95th Street, 16F
New York, NY 10025
Joel Greenwald
186 Maple Street
Englewood, NJ 07631
Shari Greenwald Mendes
43 Hayarden Street
Raanana, Israel 4326196
or to their attorney, Douglas J. Jacobs, *Esq.*, 515 Broad Street, Milford, PA 18337.
04/08/16 • **04/15/16** • 04/22/16

NOTICE

ESTATE OF BARBARA SUE EDWARDS ALISAUSKAS NOTICE IS HEREBY GIVEN that Letters of Administration have been granted to Kevin Stroyan, of Milford, PA, in the Estate of Barbara Sue Edwards Alisaukas, who died on January 8, 2016, late of Milford, Pike County, PA. All creditors are requested to present their claims and all persons indebted to the decedent are requested to make payment to the above Executor or his Attorney,
R. Anthony Waldron, *Esq.*
8 Silk Mill Drive – Ste 215
Hawley PA 18428
(570) 226 6288

04/08/16 • **04/15/16** • 04/22/16

NOTICE OF ADMINISTRATION

Notice is hereby given that Letters of Administration have been granted in the ESTATE OF JOEL ALFRED SHULMAN, late of Blooming Grove Township, Pike County, Pennsylvania. All persons indebted to the Estate are requested to make payment, and

those having claims or demands are to present same, without delay, to the Administratrix, Maria Shulman of 430 East 6th Street, New York, New York 10009 or John F. Spall, Attorney for the Estate, 2573 Rt. 6, Hawley, Pennsylvania 18428.
JOHN F. SPALL, ESQUIRE
04/15/16 • 04/22/16 • 04/29/16

NOTICE OF ADMINISTRATION

Notice is hereby given that Letters of Administration have been granted in the ESTATE OF OTTO A. ONDROCZKY, late of Blooming Grove Township, Pike County, Pennsylvania. All persons indebted to the Estate are requested to make payment, and those having claims or demands are to present same, without delay, to the Administrator, Rocco Demevo of 138 West 3rd Street, Deer Park, New York 11729 or John F. Spall, Attorney for the Estate, 2573 Rt. 6, Hawley, Pennsylvania 18428.
JOHN F. SPALL, ESQUIRE
04/15/16 • 04/22/16 • 04/29/16

Executor Notice

Estate of Rose Marion, late of 411 Ave. I, Matamoras, PA 18336. Letters testamentary on the above Estate having been granted to the undersigned, all persons indebted to the said Estate are requested to make payment, and those having claims to present the same, without delay to: Robert J. McNelly, *Esq.* c/o: Zachary J. Strohm, *Esq.*, McNelly &

Goldstein, LLC, 11 Church Road, Hatfield, PA 19440, Exec.
04/15/16 • 04/22/16 • 04/29/16

**NOTICE OF ACTION
IN MORTGAGE
FORECLOSURE
IN THE COURT OF
COMMON PLEAS OF PIKE
COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW**

JPMORGAN CHASE BANK,
N.A. S/B/M CHASE HOME
FINANCE LLC, S/B/M TO
CHASE MANHATTAN
MORTGAGE
CORPORATION
Plaintiff

vs.
DANIEL THOMAS
DISIMILE, in his capacity as
Co-Administrator of the Estate
of DANIEL J JR DISIMILE
A/K/A DANIEL J. DISIMILE,
JR
CHRISTOPHER M.
DISIMILE, in his capacity as
Co-Administrator of the Estate
of DANIEL J JR DISIMILE
A/K/A DANIEL J. DISIMILE,
JR
JAMES ALLEN DISIMILE,
in his capacity as Heir of the
Estate of DANIEL J JR
DISIMILE A/K/A DANIEL J.
DISIMILE, JR
MATTHEW R. DISIMILE, in
his capacity as Heir of the Estate
of DANIEL J JR DISIMILE
A/K/A DANIEL J. DISIMILE,
JR
LEIGHANN DISIMILE, in
her capacity as Heir of the Estate
of DANIEL J JR DISIMILE
A/K/A DANIEL J. DISIMILE,
JR

UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS,
AND ALL PERSONS,
FIRMS, OR ASSOCIATIONS
CLAIMING RIGHT, TITLE
OR INTEREST FROM
OR UNDER DANIEL J.
DISIMILE, JR, DECEASED
Defendants
COURT OF COMMON
PLEAS
CIVIL DIVISION
PIKE COUNTY
No. 1553-2015

NOTICE

To UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS,
AND ALL PERSONS,
FIRMS, OR ASSOCIATIONS
CLAIMING RIGHT, TITLE
OR INTEREST FROM
OR UNDER DANIEL J.
DISIMILE, JR, DECEASED

You are hereby notified that on November 3, 2015, Plaintiff, JPMORGAN CHASE BANK, N.A. S/B/M CHASE HOME FINANCE LLC, S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION, filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of PIKE County Pennsylvania, docketed to No. 1553-2015. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 106 OAK COURT, MILFORD, PA 18337-9479 whereupon your property would be sold by the Sheriff of PIKE County.

You are hereby notified to

plead to the above referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Notice to Defend:
Pike County
Commissioner's Office
Pike County
Administration Building

506 Broad Street
Milford, PA 18337
Telephone (570) 296-7613
Lawyer Referral Service:
Pennsylvania Lawyer
Referral Service
Pennsylvania Bar Association
100 South Street
P.O. Box 186
Harrisburg, PA 17108
Telephone (800) 692-7375

**COURT OF COMMON
PLEAS OF PIKE COUNTY,
PENNSYLVANIA
CIVIL DIVISION
NOTICE OF NAME
CHANGE**

NOTICE IS HEREBY GIVEN
that on the 4th day of March,
2016, the Petition for Change
of Name, filed by Petitioner,
Zachary Thomas Torrone was
filed in the above named Court,
praying for a decree to change
his name to Zachary Thomas
Reina.
The Court has fixed 3rd day of
May 2016 at 9:00 o'clock am in
Pike County Courthouse, John

Street Complex, Milford, PA
as the time and place for the
hearing of said Petition, when
and where all persons interested
may appear and show cause if
any they have why the prayer of
the said petition should not be
granted.
Petitioner - Zachary Thomas
Torrone -

NOTICE

Notice is hereby given that
Karl E Krause, 457 Broadway,
Suite 17, Monticello, NY
has filed with the Secretary
of the Commonwealth of
Pennsylvania on March 29,
2016 an Application for the
Registration of the Fictitious
Name of Honesdale Oral
Surgery, PC. The principal place
of business will be located at:
1095 Texas Palmyra Hwy, Suite
6, Honesdale, PA 18431.
Law Office of
Charles Kannebecker
Milford, PA 18337
570-296-6471

CIVIL ACTIONS FILED

*From March 31, 2016 to April 06, 2016
Accuracy of the entries is not guaranteed.*

CONTRACT - DEBT COLLECTION CREDIT CARD

Discover Bank v. Thomas C. Linko	No. 519-2016	4/1/16
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CONTRACT - DEBT COLLECTION OTHER

Unifirst Corporation v. Route 6 Tire	No. 518-2016	4/1/16
Discover Bank v. Nancy Gallagher	No. 523-2016	4/4/16
Community Bank NA v. James E. Farrant III.	No. 532-2016	4/5/16

REAL PROPERTY- MORTGAGE FORECLOSURE: RESIDENTIAL

Wells Fargo Bank NA v. Roland H. Marro	No. 515-2016	3/31/16
Freedom Mortgage Corporation v. Jared Masker and Cheryl Masker	No. 516-2016	3/31/16
Wells Fargo Bank NA v. Christy Turner, Joseph Turner, Vincent DePaola and Vincent DePaola	No. 531-2016	4/5/16
CitiMortgage Inc. v. Linda S. Maher and Francis X. Maher Jr.	No. 536-2016	4/5/16
Wilmington Trust National Association v. James M. Eak and Eileen J. Eak	No. 542-2016	4/6/16
Wells Fargo Bank NA v. Keith A. Boo and Keith Boo	No. 543-2016	4/6/16

MARRIAGE LICENSES

Steven Brian Bartling and Angela Marie Campbell	No. 33-2016	4/1/16
Kyle Russell Dichterenko and Kelly Ann Decker	No. 34-2015	4/1/16
Daniel Thai Nguyen and Thi Ngoc Pham Dung	No. 35-2016	4/4/16

CUSTODY

Russell Bauman v. Kimberly Redfield	No. 517-2016	3/31/16
Jennifer Lachman v. Nicholas Lachman	No. 537-2016	4/5/16

DIVORCES FILED

Christin A. Irons v. Kenneth J. Irons	No. 521-2016	4/01/16
Glenn E. Godfrey v. April Y. Godfrey	No. 538-2016	4/5/16
Diane T. Wiseman v. Michael R. Wiseman	No. 540-2016	4/6/16

JUDGMENT

Hemlock Farms Community Association v. Susan Czahor	No. 45174-2016	3/31/16
Hemlock Farms Community Association v. Susan Czahor	No. 45175-2016	3/31/16
Midland Funding v. Robert Mackerley	No. 45180-2016	4/4/16

PROTECTION FROM ABUSE

Filiz Duman v. Brian DeMartino	No. 513-2016	3/31/16
Deniz Duman v. Brian DeMartino	No. 514-2016	3/31/16
Crystal June Flood v. Steven Flood Sr.	No. 522-2016	4/1/16
Kimberly Redfield v. Russell Bauman	No. 533-2016	4/5/16
Kimberly Redfield and E.B. (a minor) v. Russell Bauman	No. 534-2016	4/5/16
Kimberly Redfield on behalf of C.B. (a minor) v. Russell Bauman	No. 535-2016	4/5/16

WAIVER OF LIENS

M&E Builders Inc., Liberty Homes Custom Builders, Richard Armellino and Annette Armellino v. M&E Builders Inc., Liberty Homes Custom Builders, Richard Armellino and Annette Armellino	No. 50014-2016	3/31/16
DeAngelo Brothers and Hemlock Farms Community Association v. DeAngelo Brothers and Hemlock Farms Community Association	No. 50015-2016	4/1/16

MORTGAGES AND DEEDS

*Recorded from March 31, 2016 to April 06, 2016
Accuracy of the entries is not guaranteed.*

MORTGAGES

BORROWER	LENDER	AMOUNT	LOCATION
Boss, Matthew	Wells Fargo Bank NA	190,631	Delaware Crest Preserve Delaware Township
Braciliano, Matthew P. Braciliano, Melissa L.	MERS Mortgage Electronic Registration System, Inc. Quicken Loans, Inc.	75,078	PMLE Lehman Township
Dukett, Robert	MERS Mortgage Electronic Registration System, Inc. Quicken Loans, Inc.	179,685	Cranberry Ridge Dingman Township
Cauchi, Paul	MERS Mortgage Electronic Registration System, Inc. Guaranteed Rate, Inc.	100,000	Stibbe Lands Palmyra Township
Ulmer, Michele	Dime Bank	85,000	Tafton Heights Palmyra Township
Garner, Anthony Garner, Wanda M.	MERS Mortgage Electronic Registration System, Inc. Freedom Mortgage Corporation	74,281	Rustic Acre Estates Lehman Township
Johns, Allen P. Jr. Johns, Janice M.	Wells Fargo Bank NA	300,000	Woodruff Map Westfall Township
Walker, Jeffrey Walker, Adriana R. Sarmiento, Adriana	Navy Federal Credit Union	165,888	Saw Creek Estates Lehman Township
Pelosi, Steven Pelosi, Starr	MERS Mortgage Electronic Registration System, Inc. Guaranteed Rate, Inc.	150,000	Hemlock Farms Blooming Grove Township
Crawford, James Becker, Sheree	MERS Mortgage Electronic Registration System, Inc. Guaranteed Rate, Inc.	72,000	Lackawaxen Township
Lipson, Marjorie G.	MERS Mortgage Electronic Registration System, Inc. Quicken Loans, Inc.	100,115	Milford Landing Milford Borough

Falcone, Mildred Falcone, James	JPMorgan Chase Bank NA	58,800	PMLF Delaware Township
Ahrens, Starr Ahrens, Vincent	Tsiattalos, Savvas Tsiattalos, Dora	115,000	Sky View Lake Greene Township
Rome, Charles John	MERS Mortgage Electronic Registration System, Inc. Ark-La-Tex Financial Services, LLC Benchmark Mortgage	195,395	Dingman Township
Scholz, Eberhard	MERS Mortgage Electronic Registration System, Inc. Atlantic Home Loans, Inc.	54,000	Wild Acres Delaware Township
Cassaro, Michael J. Cassaro, Bonnie	Wells Fargo Bank NA	124,785	PMWL Dingman Township
Sawkill Business Center, LLC	Wayne Bank	400,000	FAW Associates Subdivision Milford Township
Foster, Martin Connelly, Stephanie	Hudson Heritage Federal Credit Union	87,000	Grundy Map Lackawaxen Township
Kirsten, Martin P. Kirsten, Julia A.	Dime Bank	702,000	Greene Township
Kirsten, Martin P. Kirsten, Julia A.	Dime Bank	702,000	Wilson Map Greene Township
Kirsten, Martin P., Sr.	Dime Bank	702,000	Wilson Map Greene Township
BIF III Holtwood, LLC	HSBC Bank U.S.A., N.A.	325,000,000	Palmyra Township Greene Township
Jackson, Eldridge, Jr.	MERS Mortgage Electronic Registration System, Inc. GMH Mortgage Services, LLC	143,010	Hemlock Farms Porter Township
Green, Lawrence Green, Tracy L.	Pennsylvania Housing Finance Agency	6,000	Pine Ridge Lehman Township
Rochacewicz, Michael	MERS Mortgage Electronic System Inc. Homebridge Financial Services, Inc.	140,000	Country Club Woods Dingman Township
Taylor, Helen R.	Citizens Bank of Pennsylvania	23,000	Sagamore Estates Shohola Township

Senior, Daniel	MERS Mortgage Electronic System Inc. New Day Financial, LLC	265,000	PMWL Dingman Township
Burke, Robert T. Burke, Marie E.	MERS Mortgage Electronic Registration System, Inc. American Financing Corporation	80,000	Wild Acres Delaware Township
Pinkston, Bergit S.	Honesdale National Bank	80,000	Lackawaxen Township
Morris, Natali Terese Morris, Clayton Benjamin	Lakeland Bank	39,800	Lackawaxen Township
Menditto, Paul D. Manditto, Marguerite	PNC Bank, N.A.	40,000	Lehman Township
Sperandio, John J. Sperandio, Tara L.	Wells Fargo Bank, N.A.	148,500	Wild Acres Delaware Township
Gurrera, Anthony Gurrera, Carrine	MERS Mortgage Electronic Registration System, Inc. Metropolitan Home Mortgage, Inc.	238,350	Milford Township
Rivera, Rene M. Borst Rivera, Lynne Rivera, Lynne Borst	JPMorgan Chase Bank, N.A.	71,200	Saw Creek Estates Lehman Township
Bower, Kristy	MERS Mortgage Electronic Registration System, Inc. Banc of California, N.A. Banc Home Loans	75,006	Sunrise Lake Dingman Township
Kalmanovich, Arik Kalmanovich, Rita	MERS Mortgage Electronic Registration System, Inc. First Choice Loan Services, Inc.	127,750	Saw Creek Estates Lehman Township
Capalbo, Vincent J. Capalbo, Lynette	Wells Fargo Bank, N.A.	87,849	Sky View Lake Greene Township
Minogue, John Minogue, Camille	Wells Fargo Bank, N.A.	107,546	Dingman Township
Dipillo, Jacqueline Giannini, David	MERS Mortgage Electronic Registration System, Inc. Stearns Lending, LLC	81,005	Wild Acres Delaware Township
Allen, James L. Allen, Mary Beth	MERS Mortgage Electronic Registration System, Inc. Branch Banking & Trust Company	142,400	Westcolang Park Division Lackawaxen Township

Elliott, Richard A. Elliott, Clare A.	PSECU	20,000	Dingman Township
Decker, Victoria Decker, Kevin P.	PSECU	32,420	Hemlock Farms Blooming Grove Township
Beetle, Jack A.	Wells Fargo Bank, N.A.	23,500	Winona Lakes Greene Township

DEEDS

BUYER	SELLER	AMOUNT	LOCATION
Boss, Matthew	Boss, Matthew A. Stein, Amanda J.	62,445	Delaware Crest Preserve Delaware Township
Braciliano, Matthew P. Braciliano, Melissa L.	Meringola, Joseph A. Meringola, Joseph Meringolo, Anthony Agent Meringola, Shirley Est.	77,400	PMLE Lehman Township
Barol, Julia Grant Grant Barol, Julia	Roseanne Grant Irrevocable Trust 03/27/1995 Kaperonis, Elizabeth Grant Tr. Grant, B. David Est.	1.00	Traces of Lattimore Delaware Township
Dukett, Robert	Miterko, John T. Miterko, Doris A.	183,000	Cranberry Ridge Dingman Township
Dudas, William Dudas, Kimberly	Bank of America NA Reverse Mortgage Solutions, Inc. Agent	312,500	White Sands Beach Palmyra Township
Czapkowski, Aneta Czapkowski, Armand	Fannie Mae Federal National Mortgage Association Udren Law Offices PC Agent	101,000	Pocono Ranchlands Lehman Township
Cauchi, Paul	Lyon, Thomas J.	125,000	Stibbe Lands Palmyra Township
Tranovich, Milissa C.	Tranovich, Milissa C. Tr. Milissa C. Tranovich Living Tr. Agr. 06/24/04	1.00	Big Woods Palmyra Township
Haykin, Roman Bedrinya, Yuliya Haikin, Arik	Haykin, Roman Bedrinya, Yuliya	1.00	Hemlock Farms Blooming Grove Township

Thompson-Ortiz, Jim Ortiz, Jim Thompson Thompson-Ortiz, Laura L. Ortiz, Laura L. Thompson	Thompson-Ortiz, Jim Ortiz, Jim Thompson Thompson-Ortiz, Laura J. Ortiz, Laura J. Thompson	1.00	Gelso Residential Development Map Blooming Grove Township
Ulmer, Michele	Ulmer, Karl Ulmer, Michele	1.00	Tafton Heights Palmyra Township
Tomczyk, Kenneth Clarke-Tomczyk, Helena Tomczyk, Helene Clarke	Fannie Mae Federal National Mortgage Association McCabe, Weisberg & Conway PC Agent	15,000	Pocono Ranchlands Lehman Township
Petersen, Lorna Petersen, Victoria	Petersen, David	1.00	Lackawaxen Township
Verizon North, LLC	Frontier North, Inc.	187,378	Wild Acres Delaware Township
Nationstar Mortgage, LLC	Allen, Anne Marie Allen, Glenn	1.00	Sunrise Lake Dingman Township
Wells Fargo Bank NA	Bueki, Philip Shrff. Pisciotta, Kenneth John Pisciotta, Anna Est.	1.00	Birchwood Lakes Delaware Township
Us Bank NA Tr. Bank of America Funding 2008-FT1 Trust Mortgage Pass Thru Certs Series 2008-FT1	Bueki, Philip Shrff. Williams, Angia L. Williams, Charles S. Jr.	1.00	Lackawaxen Township
McCaully, Mackenzie	Kalish, Jay McGovern, John J. Exr. Long, Eugene W. Exr. Jagger, Richard J. Est. Jagger, Margaretta B. Est.	8,500	Kalish/Jagger Subdivision Dingman Township
Secretary of Housing & Urban Development	Wells Fargo Bank NA	1.00	The Glen at Tamiment Lehman Township
Johns, Allen P. Jr. Johns, Janice M.	Johns, Allen P. Jr. Johns, Janice M.	1.00	Woodruff Map Westfall Township
Simmons, Michael Simmons, Melissa	Federal Home Loan Mortgage Corporation Powers, Kirn & Associates, LLC Agent Powers, Kirn & Javardian, LLC Agent	36,500	Wild Acres Delaware Township
Grusha Emporium, LLC	Miller, Marlene S.	10,325	Pocono Ranchlands Lehman Township
Sobieraj, Adam Sobieraj, Magdalena	Algozzini, Mary E.	65,000	Marcel Lake Estates Delaware Township

Kozak, George Jr. Lott, Karen K.	Kozak, George Jr. Kozak, Alice M. Est.	1.00	Marro Est. Lands Greene Township
Becker, Charles L. Tr. Becker, Nancy M. Tr. Charles L. Becker Family Trust 02/11/2016 Nancy M. Becker Family Trust 02/11/2016	Becker, Charles L. Becker, C. Lawrence Becker, Nancy M.	1.00	Fawn Lake Forest Lackawaxen Township
Bialkowski, Paul M. Tr. Bialkowski, Nancy Tr. Paul M. Bialkowski Family Trust 11/12/2015 Nancy Bialkowski Family Trust 11/12/2015	Bialkowski, Paul Bialkowski, Nancy	1.00	PMLE Lehman Township
Bialkowski, Paul M. Tr. Bialkowski, Nancy Tr. Paul M. Bialkowski Family Trust 11/12/2015 Nancy Bialkowski Family Trust 11/12/2015	Bialkowski, Paul Bialkowski, Nancy	1.00	PMLE Lehman Township
Mathews, Carol Kiely	Doreg, Inc.	1.00	Palmyra Township
Rizza, Amie G. Rizza, Richard V.	Rizza, Amie G. Rizza, Richard V.	1.00	Hemlock Farms Blooming Grove Township
Crawford, James Becker, Sheree	Hiris, Frederick J. Est. Winkleblech, Helen C. Admr.	90,000	Lackawaxen Township
Mazzariello, Michael Mazzariello, Donna Schoonmaker, Stacy Mazzariello, Brian	Pike County Tax Claim Bureau Tr. Carter, Otis B. Carter, Nathalie	1,275	Trails End Shohola Township
Flagstar Bank FSB	Secretary of Housing & Urban Development	1.00	Pine Ridge Lehman Township
Ahrens, Starr Ahrens, Vincent	Tsiattalos, Savvas Tsiattalos, Dora	125,000	Sky View Lake Greene Township
Commonwealth of Pennsylvania Department of Transportation	Sunnylands, Inc.	1.00	Dingman Township
Commonwealth of Pennsylvania Department of Transportation	Osborne, Richard T. Osborne, Lisa M.	1.00	Dingman Township
Rome, Charles John	Gloster, Karen L.	199,000	Dingman Township
Kuhl, Barbara A.	Predmore, James Predmore, Maureen	335,100	Leighty Map Dingman Township

Kearney Whittaker, Denise Whittaker, Denise Kearney	Buggs, Geneva Buggs, Leroy Est.	1,217	Eagle Village at Tamiment Lehman Township
Schnitzer, Robert B. Schnitzer, Barbara L.	Miller Custom Homes, Inc.	45,000	Hemlock Farms Blooming Grove Township
Scholz, Eberhard	CNB Realty Trust Pennstar Bank NBT Bank NA	79,000	Wild Acres Delaware Township
Zolotarev, Aleksandr Zolotarev, Mikhail	PNC Bank NA National City Bank National City Mortgage National City Bank of Indiana	93,000	Wild Acres Delaware Township
Romeo, Jennifer A.	Romeo, William	1.00	Gold Key Estates Dingman Township
Kubalak, Joshua Louis	McDevitt, Judy Beisel, Kathleen McCue, Patricia Steuhl, Denise Johanson, Frank Johanson, James Fey, Christine Beisel, Mary Augello, Tina	135,000	Lackawaxen Township
Moricone, Kelly	Fannie Mae Federal National Mortgage Association KML Law Group PC Agent	40,780	PMWL Dingman Township
Sawkill Business Center, LLC	Samall Properties, Inc.	500,000	FAW Associates Subdivision Milford Township
Tong, Guoxia Li, Xiangqing	Hubbard, John W. Hubbard, Helen E.	328,000	Palmyra Township
Foster, Martin Connelly, Stephanie	Foster, Martin	1.00	Grundy Map Lackawaxen Township
Smith, Walter V. Smith, Joanne W.	Seremetis, Anastasia Seremetis, Constantine, Agent Seremetis, Michael G., Est.	225,028	Hemlock Farms Blooming Grove Township
Fearon, Rachel A.	Fearon, Rachel A., Exrx. Fearon, Carolyn J., Est. Fearon, James W., Est.	1.00	Lake Wallenpaupack Estates Greene Township

Kenderdine Su, Carroll Richardson, Thomas	Kenderdine Hain Su, Carroll Hain Su, Carroll Kenderdine Kenderdine Su, Carroll	61,371	Hemlock Farms Blooming Grove Township
Barbarito, Pasquale P. Barbarito, Arlene	Janiak, Kevin J. Janiak, Julie C.	5,500	Lake Adventure Dingman Township
Senavaitis, Edward S. Senavaitis, Jennifer Leigh Senavaitis, Alicia	Senavaitis, Alicia Senavaitis, Edward S. Senavaitis, Edward E., Est.	1.00	Palmyra Township
Beneficial Consumer Discount Company Beneficial Mortgage Company of Pennsylvania	Kellam, Guy R. Kellam,Carolynn M., Est.	1.00	PMWL Dingman Township
Summit Court 2, LLC	Kulik, Theodore	35,000	Masthope Rapids Lackawaxen Township
Federal Home Loan Mortgage Corporation	HSBC Bank U.S.A., N.A. PHH Mortgage Corporation	1.00	The Glen at Tamiment Lehman Township
Bif III Holtwood, LLC	Holtwood, LLC PPL Holtwood, LLC Talen Generation, LLC	9,943,927	Palmyra Township Greene Township
Bif III Holtwood, LLC	Holtwood, LLC PPL Holtwood, LLC Talen Generation, LLC	1.00	Greene Township Palmyra Township
Bif III Holtwood, LLC	Holtwood, LLC PPL Holtwood, LLC Talen Generation, LLC	1.00	Greene Township
Bif III Holtwood, LLC	Holtwood, LLC PPL Holtwood, LLC Talen Generation, LLC	1.00	Greene Township
Bif III Holtwood, LLC	Holtwood, LLC PPL Holtwood, LLC Talen Generation, LLC	1.00	Greene Township
Bif III Holtwood, LLC	Holtwood, LLC PPL Holtwood, LLC Talen Generation, LLC	1.00	Palmyra Township
Bif III Holtwood, LLC	Holtwood, LLC PPL Holtwood, LLC Talen Generation, LLC	1.00	Greene Township
Bif III Holtwood, LLC	Holtwood, LLC PPL Holtwood, LLC Talen Generation, LLC	1.00	Palmyra Township

Bif III Holtwood, LLC	Holtwood, LLC PPL Holtwood, LLC Talen Generation, LLC	1.00	Palmyra Township
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Bif III Holtwood, LLC	Holtwood, LLC PPL Holtwood, LLC Talen Generation, LLC	1.00	Palmyra Township
Bif III Holtwood, LLC	Holtwood, LLC PPL Holtwood, LLC Talen Generation, LLC	1.00	Palmyra Township
Jackson, Eldridge, Jr.	Kreutz, June E., Tr. Robert P. & June E. Kreutz Rev. Living Trust Kreutz, Robert P., Est.	140,000	Hemlock Farms Porter Township
Taylor, Thomas S. Lesbros, Nicolas	Nisbet, Charles S. Gener Bernard, Randy	185,000	Walker Lake Shohola Township
Roman, Martin Roldan, Romina	Zeno, Brian Zeno, Gregory	1,800	Lake Adventure Dingman Township
Hixon, Harris	M&T Bank	151,000	Fox Ridge Park Map Lackawaxen Township
Olszewski, Anthony L.	Bayview Loan Servicing, LLC	23,152	Palmyra Township
Abramov, Igor Abramov, Alessia	Abramov, Igor Abramov, Alessia	1.00	Hemlock Farms Blooming Grove Township

Sperandio, John J. Sperandio, Tara L.	Reisert, Charles B. Reisert, Laura J.	165,000	Wild Acres Delaware Township
Rivera, Rene Rivera, Lynne	Fannie Mae Federal National Mortgage Association KML Law Group, PC, Agent	89,000	Saw Creek Estates Lehman Township
Bower, Kristy	Nvision Capital Advisors, LLC	43,000	Sunrise Lake Dingman Township
Kalmanovich, Arik Kalmanovich, Rita	Bellavia, Theresa Bellavia, Antonio, Est.	135,000	Saw Creek Estates Lehman Township
Blue Lake Trust C	Swallow, William B. Swallow, Elizabeth J.	65,000	Porter Township
Nauman, Leigh	Wells Fargo Bank, N.A. Wachovia Bank, N.A.	33,750	Winona Lakes Lehman Township
Giannini, David Dipillo, Jacqueline	Federal Home Loan Mortgage Corporation Phelan Hallinan, LLP, Agent Phelan Hallinan Diamond & Jones, LLP, Agent	82,500	Wild Acres Delaware Township
Allen, James L. Allen, Mary Beth	Miri, Frank N. Miri, M. Colleen Harrison, Jeffery Frederick Harrison, Traci Lowrey, Charles Andrew Rosford Lowrey, Kia L. Lowrey, Kia L. Rosford Cooper, Lindsay Allen Cooper, Maureen Astbury, Blair Robert, Jr. Astbury, Stacy	178,000	Westcolang Park Division Lackawaxen Township
Kirkland, Annette Kirkland, Jason D.	Papapietro, Rocco	30,000	Birchwood Lakes Delaware Township



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