

# York Legal Record

A Record of Cases Argued and Determined in the Various Courts of York County

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Vol. 123

YORK, PA, THURSDAY, March 4, 2010

No. 47

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## CASES REPORTED

ESTHER A. WAREHIME, Plaintiff vs. SHILLITO OIL, INC.  
and DAVID J. LAVERTUE, Defendants

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Confession of Judgment – Notice of Default

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Dated Material Do Not Delay

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**ESTHER A. WAREHIME, Plaintiff  
vs. SHILLITO OIL, INC. and  
DAVID J. LAVERTUE, Defendants**

Confession of Judgment – Notice of Default

No. 2008 – SU – 5432 – Y08  
No. 2008 – NO – 5628 – Y30

1. Warehime and Lavertue entered into a purchase agreement whereby Defendant would purchase Shillito Oil from Warehime. After several years, Lavertue began withholding payments after discovering contaminated oil. Plaintiff threatened suit for nonpayment and Lavertue threatened suit for failing to disclose the contamination. The parties initially entered into a settlement agreement that eventually failed. Plaintiff exercised a confession of judgment clause. Defendant petitioned to open or strike confessed judgment. The Court held a hearing to determine if Defendant satisfied the requirements to open the confessed judgment. After the hearing, the Court opened the confessed judgment because Plaintiff failed to issue a required written notice of default with thirty time period to cure.

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In the Court of Common Pleas of York County Pennsylvania; **ESTHER A. WAREHIME, Plaintiff vs. SHILLITO OIL, INC. and DAVID J. LAVERTUE, Defendants.** Confession of Judgment – Notice of Default.

APPEARANCES:

SUZANNE S. FRIDAY, Esquire  
For the Plaintiff

ROBERT B. HOFFMAN, Esquire  
For the Defendants

LINEBAUGH, J.

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**OPINION IN SUPPORT OF ORDER  
OPENING CONFESSED JUDGMENT**

A hearing was held in the above-caption matter on October 16, 2009. Based on the evidence received at the hearing, the Court will Open the Confessed Judgment entered on October 30, 3008 against Shillito Oil, Inc. and David J. Lavertue.

**I. Facts and Procedural History.**

On April 27, 1990, Ester A. Warehime (“Plaintiff”) and David J. Lavertue (“Defendant”) entered into a Purchase Agreement whereby Defendant would purchase Shillito Oil, Inc. from Plaintiff. The Purchase Agreement was executed on August 14, 1990, along with a Promissory Note, Guaranty Agreement, Note Modification

and Consolidation Agreement, and Stock Pledge Agreement. The Purchase Agreement provided that in exchange for \$50,000 cash and a mortgage for \$650,000 secured by the Shillito property, Plaintiff would transfer 20 shares of Shillito stock to Defendant and her remaining 242 shares to Shillito. Defendant would become president of Shillito via the purchase. The Note provided that Shillito would make monthly payments to Plaintiff of approximately \$6,211.00 for a period of 60 months. The Note contained default provisions including a warrant of attorney clause permitting Plaintiff to obtain confessed judgment if Defendant failed to cure 30 days after receiving notice of the default. The Guaranty Agreement provided Defendant’s personal guaranty that he would make payment on behalf of Shillito in the event Shillito defaulted. The Note Modification and Consolidation Agreement and Stock Pledge Agreements are not relevant to the issue here.

In April 1994, Defendant began withholding monthly mortgage payments to Plaintiff because of oil contamination he discovered at Shillito. Defendant threatened suit and against Plaintiff for misrepresenting the “liabilities” of Shillito by not disclosing the oil contamination and earlier lawsuits. Plaintiff threatened suit based on Shillito’s non-payment.

The parties settled their disagreement on October 14, 1994, memorializing it in a Settlement Agreement. The Settlement purported to “effect a release of claims which may be or already have been asserted by or against each party concerning the remediation of the [Shillito] site.” Paragraph seven (7) of the Settlement provided that if Defendant was unable to obtain financing for the site remediation, he could terminate the Settlement and the parties would be “returned as nearly as possible to their respective positions on the day immediately preceding the [Settlement] Agreement.”

On June 16, 2008, Defendant stopped making payments and sent a letter to Plaintiff stating he would no longer fund environmental remediation at property and he was terminating the Settlement Agreement as outlined by paragraph 7.

On August 20, 2008, Plaintiff’s counsel was informed that Defendant had no intention of making any payments under the Settlement Agreement or the Purchase Agreement. Subsequent negotiations failed and Defendant never resumed making payments.

On October 30, 2008, Plaintiff exercised the confession of judgment clause of the Note and obtained a confessed judgment in the amount of \$710,600.00, representing the out-

standing principal balance, interest and fees. On November 6, 2008, Shillito and Defendant filed a Petition to Open or Strike Confessed Judgment. The Court issued a Rule to Show Cause why Plaintiff's confessed judgment should not be opened.

On January 15, 2009, Plaintiff invoked the Guaranty Agreement, obligating Defendant to make payment in light of Shillito's default.

On October 16, 2009, the Court held a hearing on Defendants' Motion to Open Confessed Judgment. Thus, the matter is ripe for disposition.

## **II. Issue Presented.**

The issue before the Court is whether Defendant has satisfied the requirements justifying opening the October 30, 2008 confessed judgment.

## **III. Discussion.**

Although Defendant admits that in August 2008, he told Plaintiff that he would not make any payments under either agreement, Defendant claims he was not presented with written notice indicating that a payment was late. Defendant argues that it was error for the Court to grant Plaintiff confessed judgment where Plaintiff failed to provide 30 days written notice of default as required by the warrant of attorney clause in the Note. Defendant makes the same allegations about the Guaranty Agreement, claiming it is unenforceable because no notice was sent as required by the Guaranty. For these reasons, Defendant argues that the confessed judgment should be opened.

Plaintiff argues that confessed judgment was properly entered against Defendant on October 30, 2008. Plaintiff argues that Defendant's affirmative representations that he would not make any more payments under either the Purchase Agreement or the Settlement Agreement established Defendant's notice of the default. Plaintiff argues that Defendant had actual notice of Plaintiff's intent to take confessed judgment because counsel for the parties frequently discussed the issues of the case during the summer of 2008. Specifically, Plaintiff argues that providing written notice to Defendant of his default prior to taking the confessed judgment would be futile in light of the fact that Defendant plainly stated his intent not to make payments. Therefore, Plaintiff argues that the judgment should not be opened because Defendant had actual knowledge of the default.

A judgment taken by confession will be opened only in a limited number of circumstances, and only when the movant acts

promptly, alleges a meritorious defense and presents sufficient evidence of that defense to require submission of issues to a jury. *Dollar Bank, Federal Sav. Bank v. Northwood Cheese Co., Inc.*, 637 A.2d 309, 311 (Pa. Super. Ct. 1994). A warrant to confess judgment must be explicit and will be strictly construed. Any ambiguities are to be resolved against the party in whose favor the warrant is given. *Id.* at 311-12. The failure of a judgment creditor to provide the debtor with notice as required by the contract on which the confessed judgment is based will lead to the opening of the confessed judgment. *Baltic Development Co. v. Jiffy Enterprises, Inc.*, 257 A.2d 541, 542 (Pa. 1969).

The standard of sufficiency for a motion to open judgment by confession under Pennsylvania law is the same standard required for grant of directed verdict, *F.D.I.C. v. Deglau*, 207 F.3d 153, 168 (3d Cir. 2000), that is, "viewing all the evidence in the light most favorable to the petitioner and accepting as true all evidence and proper inferences therefrom supporting the defense while rejecting adverse allegations from the party obtaining the judgment." *Dollar Bank*, 637 A.2d at 311 (quoting *Weitzman v. Ulan*, 450 A.2d 173, 176 (Pa. Super. Ct. 1982)).

Taking the facts in the light most favorable to the non-moving party, as the Court must do, *see Deglau*, 207 F.3d at 168, the record reveals that Defendant timely filed his appeal. Defendant filed his appeal on November 6, 2008, approximately seven (7) days after the confessed judgment was entered. The Court finds this appeal timely.

Defendant also alleged a meritorious reason for opening the judgment. Defendant averred that Plaintiff failed to provide him with written notice of the June 16, 2008 default. The warrant of attorney clause in the Note provides as follows:

In the event of a default hereunder, remaining uncured at the expiration of the applicable grace period, if any, Maker [Defendant] hereby irrevocably authorizes and empowers any attorney . . . to appear at any time for Maker in any action brought against Maker on this Note . . . and thereto confess or enter judgment against Maker for the entire unpaid principal of this Note . . .

(Joint Ex. 4, p. 4.) The "grace period" mentioned above gives Defendant thirty (30) days to cure the default after receiving written notice of the default from the Plaintiff, the Payee. (*Id.* p.3.) If Defendant still had not cured the default thirty days after receiving written notice of the default, the warrant of attorney clause in the Note empowered Plaintiff to obtain a confessed judgment.

Defendant is correct that warrant of attorney clauses are to be strictly construed against the party the confessed judgment would favor. *Dollar Bank*, 637 A.2d at 311-12. In addition, a confessed judgment may be properly opened where a judgment creditor fails to provide notice of default to the debtor as required by the contract on which the confessed judgment is based. *Baltic Development*, 257 A.2d at 542. As such, because Plaintiff failed to follow the notice and cure provisions of the Note, Plaintiff was not empowered to obtain confessed judgment against Defendant.

Plaintiff offered no evidence that a default notice was sent to Defendant, but argued instead that Defendant had actual notice of the default because Defendant stated he would not make any payments. Plaintiff's argument misses the point. Whether or not Defendant knew of the default is irrelevant to whether Plaintiff properly followed the notice and cure provisions of the Note. The written notice provision gives Defendant a date in time from which the 30-day cure period begins to run. Plaintiff's failure to follow the notice provision is not excused by Defendant's actual knowledge of the default.

For the foregoing reasons, the Court will open the confessed judgment that was entered against Defendant on October 30, 2008.

#### **IV. Conclusion.**

In conclusion, the Court will open the confessed judgment entered against Defendant on October 30, 2008 because Plaintiff failed to provide written notice of the default and thirty days to cure the default to Defendant. An Order consistent with this Opinion will be entered.

BY THE COURT,

\_\_\_\_\_  
STEPHEN P. LINEBAUGH, Judge

Date: \_\_\_\_\_

### **ORDER OPENING CONFESSSED JUDGMENT**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_ 2010, in accordance with the attached Opinion, the confessed judgment entered against Defendant on October 30, 2008 will be OPENED. Copies of this Order and Opinion shall be forwarded to counsel of record.

BY THE COURT,

\_\_\_\_\_  
STEPHEN P. LINEBAUGH, Judge



## ESTATE NOTICES

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### ADMINISTRATOR'S AND EXECUTORS NOTICES

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#### FIRST PUBLICATION

ANGELINE M. BOURINSKI a/k/a ANGELINE BOURINSKI a/k/a ANGELINE MARCELLA BOURINSKI a/k/a ELSIE M. BOURINSKI late of Dover Twp., York Co., PA, deceased. Daniel Bourinski and Robert Bourinski, c/o 1946 Carlisle Road, York, PA 17408, Co-Executors. John M. Hamme, Esquire, Attorney. 3-4-3t

CANDACE J. BULICK late of Springettsbury Twp., York Co., PA, deceased. Robert Scott Bollinger, c/o 327 Locust Street, Columbia, PA 17512, Executor. Nikolaus & Hohenadel. John F. Markel, Esquire, Attorney. 3-4-3t

DONALD E. BUPP late of York City, York Co., PA, deceased. Susan E. Bupp, c/o 13 East Market Street, York, PA 17401, Administratrix. Gettle & Veltri. Jeffrey A. Gettle, Esquire, Attorney. 3-4-3t

JOAN E. DOCKEY a/k/a JOAN ELIZABETH DOCKEY late of West Manchester Twp., York Co., PA, deceased. Donald L. Reihart, c/o 3015 Eastern Boulevard, York, PA 17402, Executor. Donald L. Reihart, Esquire, Attorney. 3-4-3t

MARTIN L. GLASSICK a/k/a MARTIN LUTHER GLASSICK late of York Twp., York Co., PA, deceased. Barry Lee Glassick, 80 Burkholder Road, Red Lion, PA 17356, Executor. Laucks & Laucks, LLP. David M. Laucks, Esquire, Attorney. 3-4-3t

LOUISE M. HARRISON a/k/a LOUISE W. HARRISON late of North Codorus Twp., York Co., PA, deceased. Amy H. Hicks, c/o 32 N. Duke St., P.O. Box 544, York, PA 17405, Executrix. Rand A. Feder, Esquire, Attorney. 3-4-3t

SANDRA L. HOLTZMAN late of York City, York Co., PA, deceased. Treva L. Durgin and Pauline A. Lentz, P.O. Box 1667, York, PA 17405-1667, Executors. Kenneth L. Eckard, Esquire, Attorney. 3-4-3t

PATRICIA A. HORTON late of Codorus Twp., York Co., PA, deceased. Angela L. King, P.O. Box 62, 37 North Water Street, York New Salem, PA 17371, Executrix. STOCK AND LEADER. D. Reed Anderson, Esquire, Attorney. 3-4-3t

DALE A. MEALS late of East Manchester Twp.,

York Co., PA, deceased. Amy S. Zeigler, c/o 910 South George Street, York, Pennsylvania, 17403, Administratrix. Bellomo & Platt, LLC. Jeffrey R. Bellomo, Esquire, Attorney. 3-4-3t

OLIVIA A. MILLER late of Shrewsbury Twp., York Co., PA, deceased. Stephanie A. Shiflet and Claire M. Stoner, c/o 120 Pine Grove Commons, York, PA 17403, Executrices. Elder Law Firm of Robert Clofine. Robert Clofine, Esquire, Attorney. 3-4-3t

JOHN H. NAGLE, JR., late of Chanceford Twp., York Co., PA, deceased. Pamela L. Nagle, c/o 221 West Philadelphia Street, Suite 600E, York, PA 17401-2994, Administratrix. STOCK AND LEADER. J. Ross McGinnis, Esquire, Attorney. 3-4-3t

JAMES W. REEDY late of Shrewsbury Borough, York Co., PA, deceased. Shirley A. Glatfelter, 7474 South Road, Seven Valleys, PA 17360, Executrix. STOCK AND LEADER. D. Reed Anderson, Esquire, Attorney. 3-4-3t

CALVIN A. RICHWINE late of Manchester, York Co., PA, deceased. Craig M. Richwine, 141 Boxwood Rd., Manchester, PA 17345, Administrator. 3-4-3t

CLARA M. SHAFFER late of Shrewsbury Borough, York Co., PA, deceased. LORETTA DANIELS, 941 Knottingham Road, Apartment #1, York, PA 17408, Executrix. Harry L. McNeal, Jr., Esquire, Attorney. 3-4-3t

HARRY H. SIPE late of Springfield Twp., York Co., PA, deceased. Deborah A. Brophy, c/o 120 Pine Grove Commons, York, PA 17403, Executrix. Elder Law Firm of Rober Clofine. Erin J. Miller, Esquire, Attorney. 3-4-3t

CLINTON F. SWOPE late of Washington Twp., York Co., PA, deceased. Judy M. Resh, c/o 135 North George Street, York, PA 17401, Executrix. CGA Law Firm, PC. Sharon E. Myers, Esquire, Attorney. 3-4-3t

WALTER G. WALKER late of Red Lion Borough, York Co., PA, deceased. Andrea Eveler Stanley, c/o 2997 Cape Horn Rd., Suite A-6, Red Lion, PA 17356, Executrix. Eveler & Eveler, LLC, Attorney. 3-4-3t

ANNA M. WARNER late of Penn Twp., York Co., PA, deceased. Verna C. Rebert and Helen E. Kraft, c/o 515 Carlisle Street, Hanover, PA 17331, Executrices. Elinor Albright Rebert, Esquire, Attorney. 3-4-3t

#### SECOND PUBLICATION

STEVE N M. ALLEN late of West Manchester Twp., York Co., PA, deceased. Michael J. Allen and Craig A. Allen, c/o 239 East Main Street,



Waynesboro, PA 17268-1681, Personal Representatives. Salzman Hughes, P.C. Nancy H. Meyers, Esquire, Attorney. 2-25-3t

JAMES LEE DICE late of Newberry Twp., York Co., PA, deceased. Danny J. Trahan, c/o 2675 Eastern Boulevard, York, PA 17402, Administrator. Andrew F. Kagen, Esquire, Attorney. 2-25-3t

DOROTHY A. ENDERLIN late of York Twp., York Co., PA, deceased. John Franklin Enderlin, c/o 117 E. Market St., York, PA 17401, Executor. Anstine & Sparler. William B. Anstine, Esquire, Attorney. 2-25-3t

LINDA S. FEBRES late of York Twp., York Co., PA, deceased. Miguel A. Febres, c/o 120 Pine Grove Commons, York, PA 17403, Administrator. Elder Law Firm of Robert Clofine. Erin J. Miller, Esquire, Attorney. 2-25-3t

BETTY I. HACKMAN late of York Twp., York Co., PA, deceased. Carol Coble, 369 Wire Road, York, PA 17402, Executrix. Griffith, Strickler, Lerman, Solymos & Calkins. Michael P. Bianchini, Esquire, Attorney. 2-25-3t

DANNY CHARLES HAFFNER late of Conewago Twp., York Co., PA, deceased. Caine C. Haffner, 903 Blueleaf Ct., Frederick, MD 21701, Administrator. Rob A. Krug, Esquire, Attorney. 2-25-3t

RONALD S. HEILIG late of Jackson Twp., York Co., PA, deceased. Joel C. Heilig, 6600 Church Rd., Spring Grove, PA 17362, Executor. Guthrie, Nonemaker, Yingst & Hart. Keith R. Nonemaker, Esquire, Attorney. 2-25-3t

KATHRYN E. KEFAUVER a/k/a CATHERINE E. KEFAUVER late of Yorkana Borough, York Co., PA, deceased. David E. Kefauver, c/o 32 N. Duke St., P.O. Box 544, York, PA 17405, Executor. Morris & Vedder. Rand A. Feder, Esquire, Attorney. 2-25-3t

ERVIN E. KLINEDINST late of North Codorus Twp., York Co., PA, deceased. Nathan C. Platt, Attorney, 3032 Muirfield Road, Dover, PA 17315, Executor. 2-25-3t

NAVIN DIEHL MCWILLIAMS, JR., a/k/a NAVIN D. MCWILLIAMS JR., late of Springettsbury Twp., York Co., PA, deceased. Navin D. McWilliams, III, c/o 135 North George Street, York, PA 17401, Administrator. CGA Law Firm, PC. Richard K. Konkel, Esquire, Attorney. 2-25-3t

MARY A. MILLER late of Shrewsbury Borough, York Co., PA, deceased. Dean R. Miller, Phillip K. Miller and Donna Faye Rohrbaugh, c/o 575 Fairview Terrace, York, PA 17403-3607, Executors. Wm. S. Eisenhart, Jr., Esquire, Attorney. 2-25-3t

CHRISTINE E.K. MORGAN a/k/a CHRISTINE MORGAN late of West Manchester Twp., York

Co., PA, deceased. Melanie M. Bair, c/o 135 North George Street, York, PA 17401, Executrix. CGA Law Firm, PC. Richard K. Konkel, Esquire, Attorney. 2-25-3t

LOUISE M. RAMER late of York City, York Co., PA, deceased. Connie D. Kirkendall and Edward M. Ramer, c/o 145 East Market Street, York, PA 17401, Administrator. Menges, McLaughlin & Kalasnik, P.C. Matthew D. Menges, Esquire, Attorney. 2-25-3t

SKYLAR W. STUDENROTH late of the Borough of Wrightsville, York Co., PA, deceased. Brian E. Studenroth, c/o 327 Locust Street, Columbia, PA 17512, Executor. Nikolaus & Hohenadel. John F. Markel, Esquire, Attorney. 2-25-3t

THELMA L. WAGNER late of Springfield Twp., York Co., PA, deceased. Tina A. Buchanan, Kenneth L. Wagner, Jr., and JoAnn E. Sheffer, 16721 Susquehanna Trail, New Freedom, PA 17349, Co-Executors. Dorothy Livaditis, Esquire, Attorney. 2-25-3t

### THIRD PUBLICATION

IVA E. CRAFT late of Dover Twp., York Co., PA, deceased. Esther J. Miller, 1 Landvale Street, PO Box 415, York Haven, PA 17370, Executrix. Edward A. Stankoski, Jr., Esquire, Attorney. 2-18-3t

KENNETH R. KAUFFMAN late of Springettsbury Twp., York Co., PA, deceased. Barbara K. Garber, 1196 Taxville Road, York, PA 17408, Administratrix. Marc Roberts, Esquire, Attorney. 2-18-3t

WALTER J. KING late of Springettsbury Twp., York Co., PA, deceased. James J. King, c/o 56 S. Duke Street, York, PA 17401-1402, Executor. Richard R. Reilly, Esquire, Attorney. 2-18-3t

HARRY W. KOTTACAMP late of York Twp., York Co., PA, deceased. Beverly J. Burkey, c/o 135 North George Street, York, PA 17401, Executrix. CGA Law Firm, PC. Richard K. Konkel, Esquire, Attorney. 2-18-3t

VIRGINIA R. PANDOLFINO late of York City, York Co., PA, deceased. Catherine C. Sowers, c/o 17 East Market Street, York, PA 17401, Executrix. Blakey, Yost, Bupp & Rausch, LLP. Charles A. Rausch, Esquire, Attorney. 2-18-3t

ANNAMAE SEBRIGHT late of Dillsburg Borough, York Co., PA, deceased. Raymond K. Sebright and Darylene D. Lehmer, c/o 124 West Harrisburg Street, Post Office Box 310, Dillsburg, PA 17019-0310, Co-Executors. Schrack & Linsenbach Law Offices. Wm. D. Schrack III, Esquire, Attorney. 2-18-3t



VIOLET M. SHAFFER late of Codorus Twp., York Co., PA, deceased. Leslie R. Shaffer a/k/a Leslie R. Shafer, Keith A. Shaffer and Jane A. Stiffler, P.O. Box 312, Stewartstown, PA 17363, Co-Executors. Laura S. Manifold, Esquire, Attorney. 2-18-3t

PEARL M. TOMPKINS late of Lower Chanceford Twp., York Co., PA, deceased. H. Clayton Tompkins and James E. Tompkins, 700 Burkholder Road, Red Lion, PA 17356, Co-Executors. STOCK AND LEADER. Ronald L. Hershner, Esquire, Attorney. 2-18-3t

W. Pfaltzgraff F/B/O William N. Christensen and Carolyn Christensen Liechty, 6756-0304. (Laurence T. Himes Jr., Esq.)

6. DRESSLER – The First and Final Account of Michael C. Boyd, Executor of the Last Will and Testament of Helen M. Dressler, Late of Manchester Township, York County, Pennsylvania, deceased, 6709-1440. (Rand A. Feder, Esq.)

7. LAMOND – The First and Final Account of Nancy F. Conway, Executrix of the Last Will and Testament of Ruanna G. Lamond, Late of York City, York County, Pennsylvania, deceased, 6708-1296. (Charles B. Caulkins, Esq.)

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**ORPHAN’S COURT DIVISION—  
AUDITING NOTICE**

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FILED IN THE OFFICE OF THE CLERK OF ORPHANS’ COURT DIVISION OF THE COMMON PLEAS COURT, YORK COUNTY, PENNSYLVANIA ON OR BEFORE FEBRUARY 17, 2010

BRADLEY C. JACOBS

COURT OF COMMON PLEAS OF  
YORK COUNTY, PENNSYLVANIA,  
ORPHANS’ COURT DIVISION  
3-4-2t

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To All legatees creditors and person interested: Notice is hereby given that the following accounts have been filed in the office of the Clerk of Orphans’ Court Division for confirmation and distribution of the balance therein shown to the creditors, legatees next to kin, heirs and others legally entitled thereto on March 17, 2010 at 9:00 a.m and will be called in the order named for audit and distribution by said Court, in Courtroom No. 6, on the 6th floor of the York County Judicial Center at 45 North George St. in the City of York, Pennsylvania.

1. YOUNG – The First and Final Account of Karen J. Young, Administratrix of the Estate of John W. Young, Late of Hill County, Whitney Texas, deceased, 6709-0608. (Richard H. Mylin III, Esq.)

2. BATEMAN – The First and Final Account of Scott Robert Bateman, Executor of the Last Will and Testament of Sarah Elizabeth Bateman, Late of Hallam Borough, York County, Pennsylvania, deceased, 6708-1703. (David A. Mills, Esq.)

3. FREED – The First and Final Account of PeoplesBank, a Codorus Valley Company, Guardian of the Estate of Darren S. Freed appointed May 30, 2000, 6700-0733. (Harry R. Swift, Esq.)

4. KNISELY – The First and Final Account of Robert J. Knisely and Donald E. Knisely, Co-Executors of the Last Will and Testament and Codicil of Ruth C. Knisely, Late of Hellam Township, York County, Pennsylvania, deceased, 6709-0859. (David M. Laucks, Esq.)

5. PFALTZGRAFF – The Third and Partial Account of Manufacturers and Traders Trust Company, Successor to York Bank and Trust Company, Trustee of Trust Under Will of George

## CIVIL NOTICES

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### ACTION IN MORTGAGE FORECLOSURE

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BAC HOME LOANS SERVICING, L.P.  
F/K/A COUNTRYWIDE  
HOME LOANS SERVICING, L.P.  
Vs. JASON A. SEYMOUR

NO. 2009-SU-002555-06

#### NOTICE

To JASON A. SEYMOUR:

You are hereby notified that on May 29, 2009, Plaintiff, BAC HOME LOANS SERVICING, L.P. F/K/A COUNTRYWIDE HOME LOANS SERVICING, L.P., filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of York County Pennsylvania, docketed to No. 2009-SU-002555-06. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 209 Ruth Avenue Hanover, PA 17331 whereupon your property would be sold by the Sheriff of York 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.

YORK COUNTY  
LAWYER REFERRAL SERVICE  
YORK LEGAL REFERRAL  
137 EAST MARKET STREET  
YORK, PA 17401  
717-854-8755 x201

FULL SPECTRUM SERVICES, INC.

BRENDAN BOOTH  
400 Fellowship Rd., Suite 220  
Mt. Laurel, NJ 08054  
856.813.1460  
856.813.1462 (fax)

3-4-1t

Solicitor

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CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC. vs.  
UNKNOWN HEIRS, SUCCESSORS,  
ASSIGNS AND ALL PERSONS, FIRMS, OR  
ASSOCIATIONS CLAIMING RIGHT, TITLE  
OR INTEREST FROM OR UNDER  
DAVID J. KELLY, SR. DECEASED

NO. 2009-SU-003878-06

NOTICE TO: UNKNOWN HEIRS, SUCCESSORS, ASSIGNS AND ALL PERSONS, FIRMS OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER DAVID J. KELLY, SR. DECEASED

#### NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

ALL THAT following described lot of ground situate, lying and being in SPRING GARDEN Township, County of YORK Commonwealth of Pennsylvania, bounded and limited as follows, to wit:

Being Premises: 1134 MAPLE STREET,  
YORK, PA 17403-5729

Improvements consist of residential property. Sold as the property of UNKNOWN HEIRS, SUCCESSORS, ASSIGNS AND ALL PERSONS, FIRMS, OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER DAVID J. KELLY, SR. DECEASED. Parcel # 48-000-13-0099.00-00000

Your house (real estate) at 1134 EAST MAPLE STREET, YORK, PA 17403-5729 is scheduled to be sold at the Sheriff's Sale on JUNE 14, 2010 at 2:00 P.M., at the YORK County Courthouse to enforce the Court Judgment of \$52,951.88 obtained by, CITI-MORTGAGE, INC. S/B/M TO ABN AMRO MORTGAGE GROUP, INC. (the mortgagee), against your Prop. sit. in SPRING GARDEN Township, County of YORK, and State of Pennsylvania.

DANIEL SCHMIEG, Esquire

3-4-1t

Attorney for Plaintiff

York, PA 17401  
717-854-8755

DEUTSCHE BANK NATIONAL TRUST  
COMPANY AS TRUSTEE FOR THE  
REGISTERED HOLDERS OF MERITAGE  
MORTGAGE LOAN TRUST 2005-3 ASSET  
BACKED CERTIFICATES SERIES 2005-3 BY  
ITS ATTORNEY IN FACT OCWEN LOAN  
SERVICING, LLC, PLAINTIFF vs. GARY  
KINARD and ROXANNE KINARD,  
DEFENDANTS

STERN AND EISENBERG LLP

KEVIN P. DISKIN, Esquire  
The Pavilion  
261 Old York Rd., Ste. 410  
Jenkintown, PA 19046  
215-572-8111

3-4-1t

Attorney for Plaintiff

NO. 2009-SU-006105-06

TO: GARY KINARD AND ROXANNE  
KINARD, DEFENDANTS, whose last known  
address is 945 Linden Avenue, York, PA 17404.

PHH MORTGAGE CORPORATION Vs.  
CHARLES K. FREYMAN, JENNIFER M.  
FREYMAN and JANET LEE GATES

NO. 2008-SU-005292-06

THIS IS AN ATTEMPT TO COLLECT A  
DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR  
THAT PURPOSE

**NOTICE**

To CHARLES K. FREYMAN and JENNIFER  
M. FREYMAN:

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

You have been sued in mortgage foreclosure  
on 945 LINDEN AVENUE, YORK, PA 17404,  
based on defaults since December 2, 2009. You  
owe \$68,775.17 plus interest.

You are hereby notified that on 10/28/08,  
Plaintiff, PHH Mortgage Corporation, filed a  
Mortgage Foreclosure Complaint endorsed with  
a Notice to Defend, against you in the Court of  
Common Pleas of York County Pennsylvania,  
docketed to No. 2008-SU-005292-06. Wherein  
Plaintiff seeks to foreclose on the mortgage  
secured on your property located at 618 Fulton  
Street, Hanover, PA 17331 whereupon your prop-  
erty would be sold by the Sheriff of York County.

**NOTICE**

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.

YOU HAVE BEEN SUED IN COURT. If  
you wish to defend against the claims set forth in  
the notice above, you must take action within  
twenty (20) days after this Complaint and Notice  
are served, by entering a written appearance per-  
sonally 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 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.

**NOTICE**

If you wish to defend, you must enter a writ-  
ten appearance personally or by attorney and file  
your defenses of 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 PAPER 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 INFOR-  
MATION 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.

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OFFICE CAN PROVIDE YOU WITH INFOR-  
MATION ABOUT HIRING A LAWYER.

LAWYERS REFERRAL SERVICE  
York County Bar Association  
137 E. Market Street

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.

YORK COUNTY  
LAWYER REFERRAL SERVICE  
YORK LEGAL REFERRAL  
137 EAST MARKET STREET  
YORK, PA 17401  
717-854-8755 x201

3-4-1t

Solicitor

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WELLS FARGO BANK, N.A.,  
AS TRUSTEE FOR THE CERTIFICATE-  
HOLDERS OF SOUNDVIEW HOME LOAN  
TRUST 2007-OPT1, ASSET-BACKED  
CERTIFICATES, SERIES 2007-OPT1, Plaintiff  
vs. ANDREA LAUBER & MICHAEL C.  
LAUBER, Mortgagors and Real Owners,  
Defendants

Term No. 2009-SU-006363-06

TO: MICHAEL C. LAUBER, MORTGAGOR  
AND REAL OWNER, DEFENDANT, whose  
last known address is 313 South Pleasant  
Avenue, Dallastown, PA 17313.

THIS FIRM IS A DEBT COLLECTOR AND  
WE ARE ATTEMPTING TO COLLECT A  
DEBT OWED TO OUR CLIENT. ANY INFOR-  
MATION OBTAINED FROM YOU WILL BE  
USED FOR THE PURPOSE OF COLLECTING  
THE DEBT.

You are hereby notified that Plaintiff,  
WELLS FARGO BANK, N.A., AS TRUSTEE  
FOR THE CERTIFICATEHOLDERS OF  
SOUNDVIEW HOME LOAN TRUST 2007-  
OPT1, ASSET-BACKED CERTIFICATES,  
SERIES 2007-OPT1, has filed a Mortgage  
Foreclosure Complaint endorsed with a notice to  
defend against you in the Court of Common  
Pleas of York County, Pennsylvania, docketed to  
No. 2009-SU-006363-06, wherein Plaintiff seeks  
to foreclose on the mortgage secured on your  
property located, 313 South Pleasant Avenue,  
Dallastown, PA 17313, whereupon your property  
will be sold by the Sheriff of York County.

**NOTICE**

You have been sued in court. If you wish to  
defend against the claims set forth in the follow-  
ing pages, you must take action within twenty  
(20) days after the Complaint and notice are  
served, by entering a written appearance person-  
ally 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 judgment may be entered against you by  
the Court without further notice for any money  
claim in the Complaint of 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  
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ONE, 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  
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ABOUT AGENCIES THAT MAY OFFER  
LEGAL SERVICES TO ELIGIBLE PERSONS  
AT A REDUCED FEE OR NO FEE.

CENTRAL PENNSYLVANIA  
LEGAL SERVICES  
256 E. Market St., York, PA 17403  
LAWYER REFERRAL SERVICE OF THE  
YORK COUNTY BAR ASSOCIATION  
York County Bar Center  
137 E. Market Street  
York, PA 17401  
717-854-8755

GOLDBECK McCAFFERTY  
& MCKEEVER, P.C.

MICHAEL T. MCKEEVER, Esquire  
Suite 5000, Mellon Independence Center  
701 Market St.  
Philadelphia, PA 19106-1532  
215-627-1322

3-4-1t

Attorney for Plaintiff

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**ARTICLES OF INCORPORATION**

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NOTICE is hereby given that Articles of  
Incorporation were filed with the  
Commonwealth of Pennsylvania.

The name of the corporation is CELTIC  
HIGHLANDS, INC.

The corporation has been incorporated under  
the provisions of the Business Corporation Law  
of the Commonwealth of Pennsylvania Act of  
December 22, 1988.

TRACY & ROBERT HOLWECK

3-4-1t

Solicitor

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NOTICE IS HEREBY GIVEN that articles of  
incorporation were filed with the  
Pennsylvania Department of State for GREEN-

VIEW MEADOW FARMS LIMITED, formed pursuant to the Pennsylvania Business Corporation Law of 1988.

GATES, HALBRUNER, HATCH & GUISE, P.C.

MARK E. HALBRUNER, Esquire  
1013 Mumma Road, Suite 100  
Lemoyne, PA 17043

3-4-1t Solicitor

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on or about February 17, 2010: RIVERBEND EXCAVATING INC., 77 Water Street, Etters, PA 17319.

The corporation has been incorporated under the provisions of the Business Corporation Law of 1988 as amended.

ESQUIRE ASSIST, LTD.

3-4-1t Solicitor

NOTICE is hereby given that Articles of Incorporation were filed with the Department of State, Commonwealth of Pennsylvania, on or about February 1, 2010, for the purpose of obtaining a Certificate of Incorporation of a proposed business corporation under the Pennsylvania Corporation Law of 1988, 15 Pa.C.S. 1306, as amended.

The name of the Corporation is THERMAL LOGISTICS, INC., and its registered address is 425 South Duke Street, York, Pennsylvania 17401, and the purpose or purposes for which the corporation is organized are: Residential and commercial remodeling and to engage in and do any lawful act concerning any or all lawful business for which corporations may be incorporated under the Pennsylvania Business Corporation Law.

DONALD B. SWOPE, Esquire

3-4-1t Solicitor

NOTICE is hereby given that Articles of Incorporation were filed with the Commonwealth of Pennsylvania.

The name of the corporation is YORK BALLERS, INC.

The corporation has been incorporated under the provisions of the Business Corporation Law

of the Commonwealth of Pennsylvania Act of December 22, 1988.

YORK BALLERS, INC.

3-4-1t Solicitor

**FICTITIOUS NAME**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Fictitious Name Act, 1982-295 (54 Pa. C.S.A. Section 301.at seq.), that an application for Registration of Fictitious Name was filed in the Office of the Secretary of Commonwealth of Pennsylvania on February 16th, 2010. The fictitious name under which the business will be conducted is 31 STARS PHOTOGRAPHY. The principal place of business is 408 North Main St., Red Lion, PA 17356. The name and address of the party interested in the business is Andrea Rider, 408 North Main St., Red Lion, PA 17356.

ANDREA RIDER

3-4-1t Solicitor

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Fictitious Name Act, 1982-295 (54 Pa. C.S.A. Section 301, at seq.), that an application for Registration of Fictitious Name was filed in the Office of the Secretary of Commonwealth of Pennsylvania on February 1st, 2010. The fictitious name under which the business will be conducted is DOG WALK. The principal place of business is 1541 Wanda Drive, Hanover, PA 17331. The name and address of the party interested in the business is Rhea Griebel, 1541, Wanda Drive, Hanover, PA 17331.

RHEA GRIEBEL

3-4-1t Solicitor

Notice is hereby given a certificate was or will be filed under the Fictitious Name Act approved May 24, 1945 in the Office of the Secretary of the Commonwealth of Pennsylvania, setting forth that Laurie A. Kolanko, 5272 Waltersdorff Rd., Spring Grove, PA 17362 is the only person owning or interested in a business, the character of which is Making and selling handmade tote bags. And that the name, style and designation under which said business is and will be conducted is TOTALLY UNIQUE and the location where said

business is and will be located is 5272 Waltersdorff Rd., Spring Grove, PA 17362.

Laurie A. Kolanko

3-4-1t

Solicitor

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In most cases, we will pay all transfer tax due, seller's appraisal fees (if requested) and deed preparation fees.

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*David A. Mills, Esquire*

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