

# Northampton County Reporter

(USPS 395-280)

VOL. LIX

EASTON, PA April 27, 2017

NO. 69

**Bethlehem Village Associates, Plaintiff v. Powellwood Corporation d/b/a Express  
Dry Cleaners, David G. Powell and Joan V.N. Powell, Mark S. Wood and  
Katherine D. Wood, Defendants**

## CONTENTS

Attorney Opening in Center Valley, PA . . . . .	29	Family Law/Education Associate	
Attorney Position . . . . .	30	Attorney (Bethlehem) . . . . .	31
Bar News . . . . .	3	Legal Notices . . . . .	8
Corporate Fictitious Name		Paralegal Position . . . . .	32
Registration Notice . . . . .	8	Real Estate Paralegal . . . . .	33
Court Calendar . . . . .	34	Rule to Show Cause Why Complaint or	
Estate and Trust Notices . . . . .	4	Petition Concerning Custody Should	
		Not Be Dismissed . . . . .	27
		Sheriff's Sales . . . . .	10

**INSERT:** Goldenrod: 1. Quarterly Association Meeting  
2. "Act 170: Major Changes to Pennsylvania LLC and Partnership Laws"  
3. Holiday Hope Chest Happy Hour  
4. 2017 Calendar

### **NOTICE TO THE BAR...**

Kindly be advised that due to the Criminal Law Symposium being held on Thursday, June 8, 2017 and Friday, June 9, 2017, there will be no criminal matters on the Miscellaneous Hearing List on Friday, June 9, 2017.

If you have any questions, please call the Court Administrator's Office at 610-829-6700.

\* \* \* \* \*

**Rule to Show Cause Why Complaint or Petition Concerning  
Custody Should not be Dismissed.**

See list of cases on page 27.

**NORTHAMPTON COUNTY BAR ASSOCIATION  
2017 BAR ASSOCIATION OFFICERS**

Michael Shay ..... President  
Daniel O'Donnell ..... President-Elect  
Lisa Spitale ..... Vice President  
Robert Eyer ..... Treasurer  
Maura Zajac McGuire ..... Secretary  
Alyssa Lopiano-Reilly ..... Past President

**BOARD OF GOVERNORS**

David M. Backenstoe  
Paul J. Harak  
Rebecca Kulik  
Jacqueline K. Holmes  
Steven B. Molder  
Michael A. Santanasto  
Scott M. Wilhelm

**ZONE II DELEGATES**

Michael C. Deschler  
Jonathan M. Huerta  
Alyssa Lopiano-Reilly  
Richard P. Kovacs  
Joel M. Scheer

*Northampton County Reporter*  
**Attorney Referral & Information Service**  
**155 South Ninth Street, P.O. Box 4733**  
**Easton, PA 18042**  
**Phone (610) 258-6333 Fax (610) 258-8715**  
**E-mail: [ncba@norcobar.org](mailto:ncba@norcobar.org)**  
**PBA (800) 932-0311—PBI (800) 932-4637**  
**BAR ASSOCIATION STAFF**

Mary Beth Leeson .....Executive Director  
Patti A. Gober .....Accounting  
Heather Rizzotto-Stefanik ..... Legal Journal  
Christen T. Borso .....Attorney Referral  
Deborah J. Flanagan .....Attorney Referral

---

The Northampton County Reporter will be published every Thursday by the Northampton County Bar Association, 155 South Ninth St., Easton, PA 18042-4399. All legal notices relating to the business of the county, are required by rule of Court, to be published in this Journal. All legal notices must be submitted in typewritten form and are published exactly as submitted by the advertiser. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes to content.

Subscription Price—\$75.00 per year.

Periodical Postage Paid at Easton, PA and additional office.

Postmaster: Send all communications and address changes to:

**NORTHAMPTON COUNTY REPORTER**  
155 South Ninth St., Easton, PA 18042-4399  
Telephone (610) 258-6333 FAX (610) 258-8715  
Ralph J. Bellafatto, Esquire  
Editor

**NOTICE TO NCBA MEMBERS – BAR NEWS**

**Quarterly Association Meeting and Malpractice Avoidance Seminar**

Thursday, May 18, 2017  
Registration form inside.

**Save the Dates**

Annual Summer Outing – Thursday, July 20, 2017  
NCBA at the Iron Pigs – Tuesday, August 8, 2017

**Barristers Boast**

Have you received an honor or award for community work? Do you have a new grandchild? Have you heard good news about one of your NCBA colleagues that should be shared?

Good news items about fellow members should be sent to:  
[marybeth@norcobar.org](mailto:marybeth@norcobar.org).

Amateurs sit and wait for inspiration, the rest of us just get up and go to work.  
~ *Stephen King*

**ESTATE AND TRUST NOTICES**

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

**FIRST PUBLICATION****ALDERISO, NICHOLAS R.,** dec'd.

Late of the Township of East Allen, Northampton County, PA  
Executor: James A. Alderiso c/o George M. Vasiliadis, Esquire, Vasiliadis & Associates, 2551 Baglyos Circle, Suite A-14, Bethlehem, PA 18020  
Attorneys: George M. Vasiliadis, Esquire, Vasiliadis & Associates, 2551 Baglyos Circle, Suite A-14, Bethlehem, PA 18020

**APPEL, GLORIA M. a/k/a GLORIA MAY APPEL,** dec'd.

Late of Palmer Township, Northampton County, PA  
Executor: Thomas A. Appel  
Attorneys: Raymond J. DeRaymond, Esquire, Gross McGinley, LLP, 33 South 7th Street, P.O. Box 4060, Allentown, PA 18105-4060

**FENSTERMAKER, LURAY V.,** dec'd.

Late of the Township of Lower Saucon, Northampton County, PA

Executrix: Hattie J. Laudenslager c/o Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726

Attorney: Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726

**FERGUSON, JOAN C. a/k/a JOAN P. FERGUSON a/k/a JOAN FERGUSON,** dec'd.

Late of Bethlehem, Northampton County, PA

Executor: Robert J. Peters c/o Kathleen M. Collins, Esquire, 1125 S. Cedar Crest Boulevard, Suite 205, Allentown, PA 18103  
Attorney: Kathleen M. Collins, Esquire, 1125 S. Cedar Crest Boulevard, Suite 205, Allentown, PA 18103

**HERCEG, GAIL E.,** dec'd.

Late of the Borough of Hellertown, Northampton County, PA  
Executor: Tod A. Herceg c/o Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726

Attorney: Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726

**KLECKNER, RUTH A.,** dec'd.

Late of Bethlehem Township, Northampton County, PA  
Administratrix: Diana F. Drabic c/o Quintes D. Taglioli, Esquire, 121 N. Cedar Crest Blvd., Allentown, PA 18104

Attorney: Quintes D. Taglioli, Esquire, 121 N. Cedar Crest Blvd., Allentown, PA 18104

**MITROS, DAVID F.,** dec'd.

Late of the City of Bethlehem, Northampton County, PA  
Administratrix: Daria M. Sockey c/o Mary Ann Snell, Esquire, 4510 Bath Pike, Suite 201, Bethlehem, PA 18017



Attorney: Mary Ann Snell,  
Esquire, 4510 Bath Pike, Suite  
201, Bethlehem, PA 18017

**NICKISHER, JOEL ANTHONY  
a/k/a JOEL A. NICKISHER  
a/k/a JOEL NICKISHER a/k/a  
JOEL A. NICKISHER, I, dec'd.**

Late of the City of Bethlehem,  
Northampton County, PA

Administrator: Michael G.  
Nickisher c/o Robert V. Littner,  
Esquire, Littner, Deschler &  
Littner, 512 North New Street,  
Bethlehem, PA 18018

Attorneys: Robert V. Littner,  
Esquire, Littner, Deschler &  
Littner, 512 North New Street,  
Bethlehem, PA 18018

**OAKLEY, DAVID BRYANT a/k/a  
DAVID B. OAKLEY, dec'd.**

Late of Palmer Township,  
Northampton County, PA

Administratrices: Alecia M.  
Fehley and Ronnita M. Fern c/o  
Dennis P. Ortwein, Esquire,  
5201 William Penn Highway,  
Easton, PA 18045

Attorney: Dennis P. Ortwein,  
Esquire, 5201 William Penn  
Highway, Easton, PA 18045

**PERAZZETTI, DINA M., dec'd.**

Late of Easton, Northampton  
County, PA

Co-Executors: Bradford A.  
Perazzetti and Barry F. Perazzetti  
c/o Fitzpatrick Lentz & Bubba,  
P.C., 4001 Schoolhouse Lane,  
P.O. Box 219, Center Valley, PA  
18034-0219

Attorneys: Fitzpatrick Lentz &  
Bubba, P.C., 4001 Schoolhouse  
Lane, P.O. Box 219, Center  
Valley, PA 18034-0219

**PRICE, RITA M., dec'd.**

Late of the City of Easton,  
Northampton County, PA

Executrix: Lindsey Pantuso c/o  
George M. Vasiliadis, Esquire,  
Vasiliadis & Associates, 2551  
Baglyos Circle, Suite A-14,  
Bethlehem, PA 18020

Attorneys: George M. Vasiliadis,  
Esquire, Vasiliadis & Associates,  
2551 Baglyos Circle, Suite A-14,  
Bethlehem, PA 18020

**REPH, ARNOLD CARL a/k/a  
ARNOLD C. REPH, dec'd.**

Late of the Township of Lehigh,  
Northampton County, PA

Administratrix: Rita A. Reph,  
3900 Mountain View Drive, P.O.  
Box 79, Danielsville, PA 18038

Attorneys: James A. Wimmer,  
Esquire, Philip & Wimmer, 419  
Delaware Avenue, P.O. Box 157,  
Palmerton, PA 18071

**VALITSKI, WILLIAM F., dec'd.**

Late of the Township of Lower  
Saucon, Northampton County,  
PA

Executrix: Lynne V. Finnegan  
c/o Bradford D. Wagner, Esquire,  
662 Main Street, Hellertown, PA  
18055-1726

Attorney: Bradford D. Wagner,  
Esquire, 662 Main Street, Heller-  
town, PA 18055-1726

**VENEZIA, CECELIA A., dec'd.**

Late of the Borough of Nazareth,  
Northampton County, PA

Executrix: Christina Venezia  
Wood c/o George M. Vasiliadis,  
Esquire, Vasiliadis & Associates,  
2551 Baglyos Circle, Suite A-14,  
Bethlehem, PA 18020

Attorneys: George M. Vasiliadis,  
Esquire, Vasiliadis & Associates,  
2551 Baglyos Circle, Suite A-14,  
Bethlehem, PA 18020

**WARNER, BETTY L. a/k/a BETTY  
LOU WARNER a/k/a BETTY  
JOYCE WARNER, dec'd.**

Late of the Borough of Nazareth,  
Northampton County, PA

Executor: David H. Warner, 4200 Kennedy Ct., Bethlehem, PA 18017

Attorneys: Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064-2083

**YOUNG, ELAINE M., dec'd.**

Late of Forks Township, Northampton County, PA

Executor: John S. Young, 204 Adrian Drive, Easton, PA 18040-7719

Attorneys: Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064-2083

**SECOND PUBLICATION**

**CONNELL, JOHN MICHAEL a/k/a**

**JOHN M. CONNELL, dec'd.**

Late of the Borough of Hellertown, Northampton County, PA  
Administrator: Dennis Raymond Connell c/o Mark P. Albright, Esquire, 403 Main Street, Hellertown, PA 18055-1721

Attorney: Mark P. Albright, Esquire, 403 Main Street, Hellertown, PA 18055-1721

**GILLESPIE, HOLLIE J. a/k/a**

**HOLLIE GILLESPIE a/k/a**

**HOLLIE JAN GILLESPIE, dec'd.**

Late of the Borough of Nazareth, Northampton County, PA

Executrices: June Daye Hughes, 100 E. Douglasville Rd., Nazareth, PA 18064 and Deborah Lyons, 4810 Janet Lane, Bethlehem, PA 18017

Attorneys: Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064-2083

**PRICE, DOROTHY A., dec'd.**

Late of the Township of East Allen, Northampton County, PA

Executor: James R. Price, 64 Great Oak Road, Levittown, PA 19057

Attorneys: Francis X. Dillon, Esquire, Begley, Carlin & Mandio, LLP, 680 Middletown Boulevard, Langhorne, PA 19047

**RUHF, ROBERT W., dec'd.**

Late of Bethlehem, Northampton County, PA

Executrix: Lori Lee Sergeant c/o William W. Matz, Jr., Esquire, 211 W. Broad Street, Bethlehem, PA 18018-5517

Attorney: William W. Matz, Jr., Esquire, 211 W. Broad Street, Bethlehem, PA 18018-5517

**SHAFER, BERTRAM H., dec'd.**

Late of Bethlehem, Northampton County, PA

Executors: Bruce B. Shafer and Branch Banking and Trust Company c/o Joel M. Scheer, Esquire, Fishbone and Scheer, 940 W. Lafayette Street, Easton, PA 18042

Attorneys: Joel M. Scheer, Esquire, Fishbone and Scheer, 940 W. Lafayette Street, Easton, PA 18042

**THIRD PUBLICATION**

**BENDER, BRENDA L. a/k/a**

**BRENDA BENDER, dec'd.**

Late of the Township of Bushkill, Northampton County, PA

Executor: Robert L. Bender, Jr. c/o John Molnar, Esquire, The Molnar Law Offices, Wind Gap Professional Center, 6697 Sullivan Trail, Wind Gap, PA 18091

Attorneys: John Molnar, Esquire, The Molnar Law Offices, Wind Gap Professional Center, 6697 Sullivan Trail, Wind Gap, PA 18091

**BUNGEROTH, CHARLOTTE K.,** dec'd.

Late of Nazareth, Northampton County, PA

Co-Executors: Corinna C. Van Der Veer and Marc R. K. Bungeroth c/o Peter E. Iorio, Esquire, Fitzpatrick Lentz & Bubba, P.C., 4001 Schoolhouse Lane, P.O. Box 219, Center Valley, PA 18034-0219

Attorneys: Peter E. Iorio, Esquire, Fitzpatrick Lentz & Bubba, P.C., 4001 Schoolhouse Lane, P.O. Box 219, Center Valley, PA 18034-0219

**BURCH, MARY ANN,** dec'd.

Late of the Township of Bushkill, Northampton County, PA

Administratrix: Gail Weiner Shearer, Esquire, 70 E. Broad Street, P.O. Box 1426, Bethlehem, PA 18016-1426

Attorney: Gail Weiner Shearer, Esquire, 70 E. Broad Street, P.O. Box 1426, Bethlehem, PA 18016-1426

**CIAMBRONE, NICHOLAS S.,** dec'd.

Late of the Township of Palmer, Northampton County, PA

Executor: Nicholas A. Ciambrone c/o Theresa Hogan, Esquire, Attorney-at-Law, 340 Spring Garden Street, Easton, PA 18042  
Attorney: Theresa Hogan, Esquire, Attorney-at-Law, 340 Spring Garden Street, Easton, PA 18042

**CRAIG, MARTHA L.,** dec'd.

Late of the Township of Palmer, Northampton County, PA

Executor: Robert B. Craig c/o Carla J. Thomas, Esquire, Attorney-at-Law, 716 Washington St., Easton, PA 18042

Attorney: Carla J. Thomas, Esquire, Attorney-at-Law, 716 Washington St., Easton, PA 18042

**GAVA, CATHERINE,** dec'd.

Late of Stockertown Borough, Northampton County, PA

Executor: David S. Gava c/o Edward H. Butz, Esquire, 7535 Windsor Drive, Ste. 200, Allentown, PA 18195-1014

Attorney: Edward H. Butz, Esquire, 7535 Windsor Drive, Suite 200, Allentown, PA 18195-1014

**MATHEWS, EDWARD G.,** dec'd.

Late of the Township of Hanover, Northampton County, PA

Executor: Richard D. Ritter c/o Dionysios C. Pappas, Esquire, Vasiliadis & Associates, 2551 Baglyos Circle, Suite A-14, Bethlehem, PA 18020

Attorneys: Dionysios C. Pappas, Esquire, Vasiliadis & Associates, 2551 Baglyos Circle, Suite A-14, Bethlehem, PA 18020

**ONKOTZ, ELSIE M.,** dec'd.

Late of the Township of Moore, Northampton County, PA

Executrix: Jean M. Szoke, 3306 Valley View Drive, Bath, PA 18014

Attorneys: Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064

**STIBITZ, BONNIE M.,** dec'd.

Late of the City of Easton, Northampton County, PA

Executors: John Garrett Stibitz and Justin Charles Stibitz c/o Daniel E. Cohen, Attorney, Seidel, Cohen, Hof & Reid, L.L.C., 3101 Emrick Blvd., Suite 205, Bethlehem, PA 18020

Attorneys: Daniel E. Cohen,  
Attorney, Seidel, Cohen, Hof &  
Reid, L.L.C., 3101 Emrick Blvd.,  
Suite 205, Bethlehem, PA 18020

**TREXLER, MAE E.,** dec'd.

Late of Bethlehem Township,  
Northampton County, PA  
Executrix: Linda Mae Trexler  
Attorneys: Peters, Moritz, Peischl,  
Zulick, Landes & Brienza, LLP,  
1 South Main Street, Nazareth,  
PA 18064-2083

**CORPORATE FICTITIOUS NAME  
REGISTRATION NOTICE**

NOTICE IS HEREBY GIVEN,  
pursuant to the provisions of Section  
311 of Act 295 of 1982 (54 Pa. C.S.  
§311) of the filing in the Office of the  
Secretary of the Commonwealth of  
Pennsylvania, at Harrisburg, Penn-  
sylvania, a certificate for the conduct  
of a business in Northampton County,  
Pennsylvania, under the assumed or  
fictitious name, style or designation  
of:

**RESCUED**

with its principal place of business at:  
403 Northampton Street, Easton,  
Pennsylvania 18045.

The name and address of the LLC  
owning or interested in the said  
business are: Easton 601, LLC, 403  
Northampton Street, Easton, PA  
18045.

The certificate was filed on April  
11, 2017.

JOSEPH J. PIPERATO, III,  
ESQUIRE

PIPERATO LAW OFFICE, LLC  
3894 Courtney Street  
Suite 105  
Bethlehem, PA 18017  
(610) 625-3878

Apr. 27

**NOTICE FOR CHANGE OF NAME**

NOTICE IS HEREBY GIVEN that  
on March 30, 2017, the Petition of

Jennifer Grace Martyn-McNally was  
filed in Northampton County Court  
of Common Pleas at No. C-48-CV-  
2017-2390, seeking to change the  
name of Petitioner from Jennifer  
Grace Martyn-McNally to Jennifer  
Grace Martyn. The Court has fixed  
Thursday, June 1, 2017 at 9:00 a.m.,  
in courtroom #4 at the Northampton  
County Courthouse as the date for  
hearing of the Petition. All persons  
interested in the proposed change of  
name may appear and show cause,  
if any they have, why the prayer of  
the Petitioner should not be granted.

Apr. 27

**IN THE COURT OF COMMON  
PLEAS OF NORTHAMPTON  
COUNTY, PENNSYLVANIA  
ORPHANS' COURT DIVISION  
INVOLUNTARY TERMINATION/  
VOLUNTARY RELINQUISHMENT  
OF PARENTAL RIGHTS  
In Re: J.I.D., Jr. & I.M.S.**

Minor Children

**NO. 2017-0008/0009**

NOTICE

TO: Betty Jane Stonewall, II, mother

A Petition has been filed asking the  
Court to put an end to all rights you  
have to your children listed above.  
The Court has set a hearing concern-  
ing your parental rights to your  
children. That hearing will be held in  
Courtroom No. 4, Northampton  
County Government Center, 669  
Washington Street, Easton, Pennsyl-  
vania, on May 16, 2017 at 10:00 a.m.  
You are warned that even if you fail  
to appear at the scheduled hearing,  
the hearing will go on without you and  
your rights to your children will be  
ended by the Court without your  
being present. You have the right to  
be represented at the hearing by a  
lawyer. You should take this paper to  
your lawyer at once. You may also

have rights under ACT 101, and a notice explaining your rights under this act is included with all your legal papers.

If you cannot afford a lawyer, go to or telephone the office set forth below to find out where you can get legal help.

Lehigh Valley Legal Services:  
North Penn Legal Services  
559 Main Street  
Suite 200  
Bethlehem, PA 18015  
(610) 317-8757

If you can afford to hire a lawyer but do not have a lawyer, go to or telephone the office set forth below to find out where you can get legal help.

Lawyer Referral Service  
P.O. Box 4733  
Easton, PA 18043-4733  
(610) 258-6333

Apr. 27

**MISCELLANEOUS LEGAL NOTICE**  
IN THE UNITED STATES DISTRICT  
COURT FOR THE EASTERN  
DISTRICT OF PENNSYLVANIA  
NOTICE OF MARSHAL'S SALE OF  
REAL ESTATE

U.S. BANK NATIONAL  
ASSOCIATION, AS TRUSTEE,  
SUCCESSOR-IN-INTEREST TO  
BANK OF AMERICA, NATIONAL  
ASSOCIATION, AS SUCCESSOR  
BY MERGER TO LaSALLE BANK  
NATIONAL ASSOCIATION, AS  
TRUSTEE FOR THE REGISTERED  
HOLDERS J.P. MORGAN CHASE  
COMMERCIAL MORTGAGE  
SECURITIES TRUST 2006-CIBC15,  
COMMERCIAL MORTGAGE  
PASS-THROUGH CERTIFICATES,  
SERIES 2006-CIBC15,

Plaintiff

v.

WALNUTPORT ASSOCIATES LP,  
Defendant

**NO. 5:16-CV-04966-EGS**

Marshal's Sale of Real Estate on June 26, 2017, at 10:00 A.M., at the U.S. Marshals Service, 2110 U.S. Courthouse, 601 Market St., Philadelphia, PA 19106.

TO BE SOLD: All that certain tract of land known as 200 S. Best Avenue, Walnutport, Northampton County, Pennsylvania, as more particularly described in Exhibit A to the Mortgage recorded on June 12, 2006, at Instrument Number 2006034939 with the Recorder of Deed for the County of Northampton.

SEIZED IN EXECUTION as the Property of WALNUTPORT ASSOCIATES, LP. Judgment entered October 28, 2016 in the amount of \$10,365,531.07, plus interests and costs through the date of the Marshal's sale.

The improvements are commercial.

10% of the bid is due at the time of sale in the form of money order, cashier's check or certified funds (no cash); the balance is due 10 days after the Court confirms the sale. Other terms and conditions to be announced at the sale. Schedule of Distribution will be filed by Plaintiff's attorney within 30 days of the date of sale.

For more information, contact Daniel Mullin, Esq. at (215) 665-8500.

Apr. 27; May 4, 11, 18

**MISCELLANEOUS LEGAL NOTICE**  
COURT OF COMMON  
PLEAS OF NORTHAMPTON  
COUNTY, PENNSYLVANIA  
ORPHANS' COURT DIVISION  
IMPORTANT NOTICE  
CITATION WITH NOTICE  
TO: THE GRANDDAUGHTER AND  
DAUGHTER-IN-LAW OF S.O.

A petition has been filed with this Court to have S.O. of Bangor Borough, Pennsylvania declared an incapacitated person. If the Court finds her to

be an incapacitated person her rights will be affected, including her right to manage money and property and to make decisions. A copy of the petition which has been filed by Lincy Thomas, Aging Care Manager II, Northampton County Department of Human Services, Area Agency on Aging Division, 2801 Emrick Boulevard, Bethlehem, Pennsylvania 18020, (610) 829-4528, is on file in the office of the Northampton County Solicitor. A copy of this petition can be obtained by contacting Mrs. Thomas at the above address and telephone number.

You are hereby ordered to appear at a hearing to be held in Courtroom Number 4, Northampton County Courthouse, 669 Washington Street, Easton, Pennsylvania, on July 11, 2017 at 10:00 A.M. to tell the Court why it should not find S.O. to be an incapacitated person and appoint a guardian to act on her behalf.

To be an incapacitated person means that S.O. is not able to receive and effectively evaluate information and communicate decisions and that she is unable to manage her money and other property, or to make necessary decisions about where she will live, what medical care she will get or how her money will be spent.

If the Court decides that S.O. is an incapacitated person, the Court may appoint a guardian for her, based on the nature of any condition or disability and her capacity to make and communicate decisions. The guardian will be of her person and her money and other property and will have either limited or full powers to act for her.

If the Court finds S.O. is totally incapacitated, her legal rights will be affected and she will not be able to make a contract or gift of her money or other property. If the Court finds

that she is partially incapacitated, her legal rights will also be limited as directed by the Court.

If you do not appear at the hearing (either in person or by an attorney representing you) the Court will still hold the hearing in your absence and may appoint the guardian requested.  
Apr. 27

---

**SHERIFF'S SALE OF  
VALUABLE REAL ESTATE**

The following real estate will be sold by the Sheriff of Northampton County, Pennsylvania, on May 5, 2017, at ten o'clock a.m. in the COUNCIL CHAMBERS, THIRD FLOOR, of the Northampton County Government Center, within the City of Easton, County of Northampton and State of Pennsylvania, to wit:

PLEASE TAKE NOTICE that the sale price will include only the outstanding taxes certified to the Sheriff's Office. Any taxes not reported to the Sheriff are the responsibility of the purchaser.

**No. 1  
BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-08956**

**Location:**

306 Liberty Street, Easton, PA 18042

**Parcel ID:**

M9NE4A/1/9/0813

**Reputed Owner:**

Lexy Rodriguez

ALL THAT CERTAIN messuage or tenement and lot or piece of land in the Borough of Glendon, County of Northampton and State of Pennsylvania.

BEING THE SAME PREMISES which Lena J. Maleski, by deed dated and recorded 06/30/2006 in Deed Book 2006-1, page 267407, granted and conveyed unto Lexy Rodriguez.



**Improvements:**

Thereon being erected a two-story half-double dwelling with vinyl siding and shingle roof.

**Attorneys:**

Purcell Krug & Haller

**No. 2**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-08952**

**Location:**

252 Riverview Drive, Walnutport, PA 18088

**Parcel ID:**

K2/6/12/0516

**Reputed Owners:**

Larry E. Stein and Mary Jane M. Stein

ALL THAT CERTAIN lot or parcel of land together with the buildings thereon situated along the northeastern side of Traffic Route 145 in the Township of Lehigh, County of Northampton and State of Pennsylvania.

BEING THE SAME PREMISES which William J. Noss and Kim M. Noss, h/w, by deed dated 03/17/1989 and recorded 03/27/1989 in Deed Book 765, page 425, conveyed unto Larry E. Stein and Mary Jane M. Stein, h/w.

**Improvements:**

Thereon being erected a one-story residential dwelling with aluminum siding, shingle roof and attached one-car garage.

**Attorneys:**

KML Law Group PC

**No. 3**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-00637**

**Location:**

1016 Main Street, Northampton, PA 18067

**Parcel ID:**

M4NW2D/12/3/0522

**Reputed Owner:**

Renee Saylor

ALL THAT CERTAIN messuage, tenement, lot or piece of ground situate in the Third Ward of the Borough of Northampton, County of Northampton and State of Pennsylvania.

BEING THE SAME PREMISES granted and conveyed unto Renee Saylor by deed from Dennis D. Warnken and Lisa S. Hochrine, h/w, said deed dated 06/30/2010 and recorded 07/07/2010 in Book 2010-1, page 132217.

**Improvements:**

Thereon being erected a two-story half-double residential dwelling with vinyl siding and shingle roof.

**Attorneys:**

KML Law Group PC

**No. 5**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2013-03650**

**Location:**

938 Accent Court, Walnutport, PA 18088

**Parcel ID:**

J2/11/15B-3A/0516

**Reputed Owners:**

Christina Cook, Known Heir of Maria M. Cook and Gary Cook a/k/a Gary L. Cook; Tamara Cook a/k/a Tamara M. Cook; Kimberly A. Hanson i/w/a Kimberly A. Cook, Known Heir and Executrix of the Estate of Maria M. Cook and Known Heir of Gary Cook a/k/a Gary L. Cook; Shawn Cook, individually and as Known Heir of Maria M. Cook and Gary Cook a/k/a Gary L. Cook; the Estate of Gary Cook a/k/a Gary L. Cook; the Estate of Maria M. Cook c/o Kimberly A. Hanson i/w/a Kimberly A. Cook, Executrix; Unknown Heirs, Successors, Assigns and all persons, firms or associations claiming right, title or

interest from or under Gary Cook a/k/a Gary L. Cook; and Unknown Heirs, Successors, Assigns and all persons, firms or associations claiming right, title or interest from or under Maria M. Cook

ALL THAT CERTAIN tract of land situate in the Township of Lehigh, County of Northampton and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES is vested in Gary L. Cook, Shawn M. Cook and Tamara M. Cook, as joint tenants with the right of survivorship, by deed from Accent Homes, Inc., said deed dated 11/21/2006 and recorded 11/27/2006 in Deed Book 2006-1, page 487144.

**Improvements:**

Thereon being erected a two-story single residential dwelling with vinyl siding and shingle roof.

**Attorneys:**

Udren Law Offices, P.C.

---

**No. 6**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2010-02425**

**Location:**

390 Ramblewood Drive, Easton, PA 18040

**Parcel ID:**

K9NE3/9/9/0311

**Reputed Owners:**

Brian Shedlock and Michele Shedlock

ALL THAT CERTAIN lot or parcel of ground together with improvement erected thereon, situate in the Township of Forks, County of Northampton and Commonwealth of Pennsylvania.

TITLE OF SAID PREMISES is vested in Brian Shedlock and Michele L. Shedlock, h/w, by deed from Signature Homes By J.T. Maloney,

Inc., a Pennsylvania corporation, said deed dated 11/26/1997 and recorded 12/04/1997 in Deed Book 1997-1, page 135933.

**Improvements:**

Thereon being erected a two-story single residential dwelling with brick exterior, shingle roof and attached two-car garage.

**Attorneys:**

Udren Law Offices, P.C.

---

**No. 7**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-02058**

**Location:**

793 Briarstone Road, Bethlehem, PA 18017

**Parcel ID:**

M6SW4/10/12/0214

**Reputed Owners:**

Nicole P. Rehrig and Phillip G. Rehrig a/k/a Phillip Rehrig

ALL THAT CERTAIN lot or tract of land situated in the Township of Hanover, County of Northampton and Commonwealth of Pennsylvania.

BEING THE SAME PROPERTY conveyed to Nicole P. Rehrig and Phillip G. Rehrig, h/w, who acquired title, with rights of survivorship, by virtue of a deed from Monisha Bindra, married, said deed dated 02/17/2012 and recorded 02/21/2012 in Deed Book 2012-1, page 39008.

**Improvements:**

Thereon being erected a two-story row home with vinyl siding, shingle roof and attached one-car garage.

**Attorneys:**

Manley Deas Kochalski, LLC

---

**No. 8**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2015-10978**

**Location:**

301 South Hokendauqua Drive, Northampton, PA 18067



**Parcel ID:**

J4/26/4/0520

**Reputed Owners:**

Mark A. Csaszar a/k/a Mark Csaszar and Cynthia A. Csaszar

ALL THAT CERTAIN messuage, tenement and lot, with improvements thereon erected, situate on the north-westerly corner of Pheasant Drive and South Hokendauqua Drive in the Township of Moore, County of Northampton and Commonwealth of Pennsylvania.

BEING THE SAME PROPERTY conveyed to Mark A. Csaszar and Cynthia A. Csaszar, h/w, by deed from George E. Dettmer, III, and Dorietta C. Dettmer, his wife, said deed dated 04/17/1995 and recorded 04/19/1995 in Book 1995-1, page 32644.

**Improvements:**

Thereon being erected a two-story single residential dwelling with aluminum siding and shingle roof; also a barn.

**Attorneys:**

Manley Deas Kochalski, LLC

**No. 10****BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-08986****Location:**

2865 Washington Street, Easton, PA 18045

**Parcel ID:**

L8SE3/5/24/0324

**Reputed Owner:**

Michael Whitehead

ALL THAT CERTAIN tract, parcel or piece of land situate in the Township of Palmer, County of Northampton and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES is vested in Michael Whitehead by deed

from US Bank, N.A., said deed dated 12/10/2008 and recorded 01/16/2009 in Deed Book 2009-1, page 13782.

**Improvements:**

Thereon being erected a two-story single residential dwelling with vinyl siding, shingle roof and attached one-car garage.

**Attorneys:**

McCabe Weisberg &amp; Conway, PC

**No. 11****BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-07458****Location:**

63 West Ettwein Street, Bethlehem, PA 18018

**Parcel ID:**

P6NE1A/3/2/0204

**Reputed Owners:**

Elizabeth Fink and Jason Fink

ALL THAT CERTAIN messuage, tenement and lot or piece of ground situate on the south side of Ettwein Street in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES is vested in Jason Fink by deed from Jason Fink and Elizabeth Fink, his wife, said deed dated 03/27/2014 and recorded 04/16/2014 in Deed Book 2014-1, page 59685.

**Improvements:**

Thereon being erected a two-story half-double dwelling with aluminum siding and wood exterior, shingle roof and detached two-car garage.

**Attorneys:**

McCabe Weisberg &amp; Conway, PC

**No. 12****BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-05916****Location:**

1524 Livingston Street, Bethlehem, PA 18017

**Parcel ID:**

N7SW2D/1/16/0204

**Reputed Owners:**

Deborah A. Repash, Susan M. Larrabee, Michael Heidecker and Richard P. Heidecker, Known Heirs of Constance C. Mullen a/k/a Constance Mullen a/k/a Constance C. Wirth a/k/a Constance C. Heidecker, deceased; Edwin Wirth, Surviving Spouse of Constance C. Mullen a/k/a Constance Mullen a/k/a Constance C. Wirth a/k/a Constance C. Heidecker, deceased; and Unknown Heirs, Successors, Assigns and all persona, firms or associations claiming right, title or interest from or under Constance C. Mullen a/k/a Constance Mullen a/k/a Constance C. Wirth a/k/a Constance C. Heidecker, deceased

ALL THAT CERTAIN parcel of land situated in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania.

BEING THE SAME PREMISES which John Thomas Mullen, by deed dated 11/08/1993 and recorded 12/07/1993 in Deed Book 1993-6, page 858, granted and conveyed unto John Thomas Mullen and Constance O. Mullen, h/w.

**Improvements:**

Thereon being erected a ranch-style half-double dwelling with vinyl siding and shingle roof.

**Attorneys:**

Shapiro &amp; DeNardo, LLC

**No. 13**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-06107**

**Location:**

207 Spring Street, West Easton, PA 18042

**Parcel ID:**

L9SW3D/17/6/0835

**Reputed Owners:**

Rollin S. Schall and Patricia J. Schall

ALL THAT CERTAIN parcel of land situate in the Borough of West Easton, County of Northampton and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES is vested in Rollin S. Schall and Patricia J. Schall, h/w, by deed from James W. Strauss and Dorothy A. Strauss, h/w, said deed dated 05/30/1995 and recorded 05/31/1995 in Book 1995-1, page 46966.

**Improvements:**

Thereon being erected a two-story half-double dwelling with vinyl siding and shingle roof.

**Attorneys:**

Phelan Hallinan Diamond & Jones, LLP

**No. 14**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2014-05010**

**Location:**

1408 Fox Gap Road, Bangor, PA 18013

**Parcel ID:**

C9/1A/9/0131

**Reputed Owner:**

Edward G. Nightingale

ALL THAT CERTAIN tract or parcel of land situate in the Township of Upper Mount Bethel, County of Northampton and State of Pennsylvania.

BEING THE SAME PREMISES granted and conveyed unto Edward G. Nightingale by deed from Barbara V. Kulicke and Robert Michael Kulicke, said deed dated 07/11/2005 and recorded 07/12/2005 in Book 2005-1, page 257606.

**Improvements:**

Thereon being erected a Cape Cod-style residential dwelling with wood siding and shingle roof.

**Attorneys:**

KML Law Group, PC

**No. 15****BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-02011****Location:**

3915 Sycamore Drive, Northampton, PA 18067

**Parcel ID:**

J3/13/11-3/0516

**Reputed Owners:**

David R. Hein and Claudia A. Hein

ALL THAT CERTAIN lot or piece of ground, hereditaments and appurtenances situate in the Township of Lehigh, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES is vested in David R. Hein and Claudia A. Hein, h/w, by deed from John C. Fulmer and Patricia A. Fulmer, h/w, said deed dated 10/31/2000 and recorded 12/04/2000 in Book 2000-1, page 161294.

**Improvements:**

Thereon being erected a ranch-style residential dwelling with wood exterior, shingle roof and attached one-car garage; also a barn.

**Attorneys:**

Phelan Hallinan Diamond &amp; Jones, LLP

**No. 17****BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-07968****Location:**

2528 Nazareth Road, Easton, PA 18045

**Parcel ID:**

L8SE2/29/9/0324 and L8SE2/29/10/0324

**Reputed Owner:**

Dawn M. Mазzie

ALL THOSE CERTAIN lots, tracts or pieces of land situate in the

Township of Palmer, County of Northampton and State of Pennsylvania.

BEING THE SAME PREMISES which Mary E. Spitale a/k/a Betsy Spitale, Executrix of the Estate of Dorothy E. Werkheiser, deceased, by deed dated 12/16/2003 and recorded 01/16/2004 in Deed Book 2004-1, page 17862, granted and conveyed unto Dawn M. Mазzie, single.

**Improvements:**

Lot 9 having erected thereon a two-story residential dwelling with brick exterior, shingle roof and attached one-car garage; Lot 10 having erected thereon a detached one-car garage with brick exterior and flat roof.

**Attorneys:**

Shapiro &amp; DeNardo, LLC

**No. 18****BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2013-09400****Location:**

216 Donato Court, Nazareth, PA 18064

**Parcel ID:**

H7/5/11-4/0406

**Reputed Owners:**

Steve White a/k/a Steven White, Portia White and USA

ALL THAT CERTAIN lot or parcel of land situated in the Township of Bushkill, County of Northampton and Commonwealth of Pennsylvania.

BEING THE SAME PREMISES which Toll PA IX, LP, by deed dated 07/24/2007 and recorded 07/31/2007 in Book 2007-1, page 277116, conveyed unto Steven White and Portia White, h/w.

**Improvements:**

Thereon being erected a two-story single dwelling with vinyl siding and brick exterior, shingle roof and attached three-car garage.

**Attorneys:**

Richard M. Squire & Associates,  
LLC

**No. 19**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-09748**

**Location:**

904 Bushkill Street, Easton, PA  
18042

**Parcel ID:**

L9NE4D/28/4/0310

**Reputed Owner:**

Tweed Vanderhall

ALL THAT CERTAIN lot or piece of land situate on the south side of Bushkill Street in the City of Easton, County of Northampton and Commonwealth of Pennsylvania.

BEING THE SAME PREMISES which Maribel Pimentel, by deed dated 09/11/2008 and recorded 09/19/2008 in Book 2008-1, page 263478, granted and conveyed to Tweed Vanderhall.

**Improvements:**

Thereon being erected a two-story single dwelling with vinyl siding and shingle roof.

**Attorneys:**

JSDC Law Offices

**No. 21**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-07783**

**Location:**

317 Harding Avenue, Pen Argyl,  
PA 18072

**Parcel ID:**

E8NE2A/11/1A/0625

**Reputed Owner:**

Matthew J. Kavcak

ALL THAT CERTAIN building lot together with improvement thereon erected situate in the Borough of Pen Argyl, County of Northampton and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES is vested in Matthew J. Kavcak, individually, by deed from Danielle N. Gischel n/b/m Danielle N. Crisafulli, married, said deed dated 12/13/2012 and recorded 12/24/2012 in Book 2012-1, page 309999.

**Improvements:**

Thereon being erected a two-story half-double dwelling with vinyl siding and shingle roof.

**Attorneys:**

Phelan Hallinan Diamond & Jones, LLP

**No. 22**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-07784**

**Location:**

625 Pardee Street, Easton, PA  
18042

**Parcel ID:**

L9NE2D/3/22/0310

**Reputed Owner:**

Lori A. Snyder

ALL THAT CERTAIN tract or piece of land located in the City of Easton, County of Northampton and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES is vested in Lori A. Snyder, by deed from Carova Acquisitions, L.P., said deed dated 03/31/2010 and recorded 04/01/2010 in Book 2010-1, page 58740.

**Improvements:**

Thereon being erected a two-story single dwelling with vinyl siding and brick exterior and shingle roof.

**Attorneys:**

Phelan Hallinan Diamond & Jones, LLP

**No. 23**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2015-04446**

**Location:**

423 South 1st Street, Bangor, PA  
18013

**Parcel ID:**

E9/14/5/0102

**Reputed Owners:**

Jessica Weidlick a/k/a Jessica L. Weidlick; Jonathan T. Sinclair, as Co-Administrator and Heir, and Carol A. Isemann, as Heir of the Estate of John T. Malagoli, Jr. a/k/a John Malagoli a/k/a John T. Malagoli; and Unknown Heirs, Successors, Assigns and all Persons, Firms or Associations claiming right, title or interest from or under John T. Malagoli, Jr. a/k/a John Malagoli a/k/a John T. Malagoli, deceased

ALL THAT CERTAIN lot, parcel or tract of land situate and lying in the Borough of Bangor, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES is vested in John T. Malagoli, Jr., unmarried, and Jessica Weidlick, unmarried, by deed from John T. Malagoli, Jr., unmarried, said deed dated 09/19/2008 and recorded 10/27/2008 in Book 2008-1, page 290667.

**Improvements:**

Thereon being erected a two-story single dwelling with cement shingle siding and shingle roof.

**Attorneys:**

Phelan Hallinan Diamond & Jones, LLP

---

**No. 24****BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-08203****Location:**

128 Washington Street,  
Bethlehem, PA 18017

**Parcel ID:**

N7SW3D/7/2/0212

**Reputed Owner:**

Victoria T. Wah

ALL THAT CERTAIN lot or piece of ground with the western half of the

double dwelling house thereon erected in the Borough of Freemansburg, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES is vested in Victoria T. Wah by deed from Pamela Leibig, individually and as Executrix of the Estate of Dorothy E. Leibig a/k/a Dorothy J. Leibig, deceased, said deed dated 03/23/2007 and reocred 04/10/2007 in Book 2007-1, page 132142.

**Improvements:**

Thereon being erected a two-story half-double dwelling with aluminum siding and shingle roof.

**Attorneys:**

Phelan Hallinan Diamond & Jones, LLP

---

**No. 25****BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-10424****Location:**

216 East 24th Street, Northampton, PA 18067

**Parcel ID:**

L4SW1B/7/4/0522

**Reputed Owners:**

Sharon Shiner a/k/a Sharon Kay Shiner, Executrix of the Estate of Donna J. Heil a/k/a Donna Jean Heil a/k/a Donna Heil

ALL THAT CERTAIN message or tenement and parcel or piece of land situate in the First Ward of the Borough of Northampton, County of Northampton and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES is vested in Donna J. Heil, unmarried, by deed from Jason M. Sukenik and August Sukenik, h/w, said deed dated 07/01/2009 and recorded 07/14/2009 in Book 2009-1, page 180133.

**Improvements:**

Thereon being erected a two-story half-double dwelling with block exterior and shingle roof.

**Attorneys:**

Phelan Hallinan Diamond & Jones, LLP

**No. 27****BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2015-00979****Location:**

4571 Clover Hill Circle, Walnutport, PA 18088

**Parcel ID:**

J2/22/9E/0516

**Reputed Owner:**

Michael J. Emerick, III

ALL THAT CERTAIN lot, tract or parcel of land, together with the buildings and improvements thereon erected, situate in the Township of Lehigh, County of Northampton and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES is vested in Michael J. Emerick, III, and Brenda Emerick, h/w, by deed from Gail E. Gerlach, unmarried, said deed dated 07/07/1987 and recorded 07/09/1987 in Book 729, page 793. By virtue of Brenda Emerick's death on or about 10/17/2007 her ownership interest was automatically vested in Michael J. Emerick, III, the surviving tenant by the entirety.

**Improvements:**

Thereon being erected a ranch-style dwelling with brick and wood exterior and shingle roof.

**Attorneys:**

Phelan Hallinan Diamond & Jones, LLP

**No. 28****BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2013-03917****Location:**

181 Alpha Avenue, Wind Gap, PA 18091

**Parcel ID:**

E8SW4B/14/4/0638

**Reputed Owners:**

Bradley Tomko and Danielle Tomko

ALL THAT CERTAIN lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Wind Gap, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES is vested in Bradley Tomko, by deed from Floyd L. Kemmerer and Velam M. Kemmerer, said deed dated 06/16/2004 and recorded 06/17/2004 in Book 2004-1, page 235439.

**Improvements:**

Thereon being erected a split-level single dwelling with aluminum siding, shingle roof and attached one-car garage.

**Attorneys:**

Phelan Hallinan Diamond & Jones, LLP

**No. 29****BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-07198****Location:**

115 Wilden Drive, Easton, PA 18045

**Parcel ID:**

M8SE2/15/4/0324

**Reputed Owner:**

Steven Margeson Testamentary Trust c/o Gloria J. Quinn, Successor Trustee

ALL THAT CERTAIN lot or piece of ground situate in the Township of Palmer, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES is vested in the Steven Margeson Testamentary Trust by deed from Eugene G. Piscitello, Executor of the Estate of Maureen Quinn a/k/a Maureen W.

Quinn, said deed dated 03/16/2016 and recorded 03/22/2016 in Book 2016-1, page 51043.

**Improvements:**

Thereon being erected a ranch-style dwelling with vinyl siding and shingle roof.

**Attorneys:**

McCabe Weisberg & Conway, PC

---

**No. 30**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-06397**

**Location:**

819 Spruce Street, Easton, PA 18042

**Parcel ID:**

L9SE1C/3/12C/0310

**Reputed Owners:**

Jonathan Dieguez and Absolute Capital Properties, II, LLC

ALL THAT CERTAIN lot with the western one-half (1/2) of a double frame dwelling erected thereon, situated on the north side of Spruce Street in the City of Easton, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES is vested in Jonathan Dieguez and Absolute Capital Properties, II, LLC, by deed from Jonathan Dieguez, said deed dated 03/17/2010 and recorded 03/17/2010 in Book 2010-1, page 48251.

**Improvements:**

Thereon being erected a two-story half-double dwelling with vinyl siding and shingle roof.

**Attorneys:**

McCabe Weisberg & Conway, PC

---

**No. 32**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2015-09341**

**Location:**

2746 Wassergass Road, Hellertown, PA 18055

**Parcel ID:**

Q8/8/5/0719

**Reputed Owners:**

Robert A. Christopher and Richard W. McCormick

ALL THAT CERTAIN tract, messuage or piece of land situated in Lower Saucon Township, County of Northampton and Commonwealth of Pennsylvania.

BEING THE SAME PREMISES granted and conveyed unto Robert A. Christopher and Richard W. McCormick, as joint tenants with the right of survivorship, by deed from James R. Zdepski and Deborah A. Zdepski, said deed dated 06/27/2002 and recorded 07/09/2002 in Book 2002-1, page 178002.

**Improvements:**

Thereon being erected a two-story single dwelling with aluminum siding and wood exterior, shingle roof, barn, detached two-car garage and in-ground swimming pool.

**Attorneys:**

KML Law Group, PC

---

**No. 33**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2015-11108**

**Location:**

3800 Farmersville Road, Easton, PA 18045

**Parcel ID:**

L8SE1/7/1/0324

**Reputed Owner:**

Steve A. Divietro

ALL THAT CERTAIN lot or parcel of land situate in Palmer Township, Northampton County, Pennsylvania.

BEING THE SAME PREMISES granted and conveyed unto Steve A. Divietro by deed from Steve A. Divietro and Lisa B. Divietro, husband and wife, said dated 10/12/2004 and recorded 10/20/2004 in Book 2004-1, page 407160.



**Improvements:**

Thereon being erected a two-story single dwelling with vinyl siding and brick exterior, shingle roof and attached four-car garage.

**Attorneys:**

KML Law Group, PC

**No. 34**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-09094**

**Location:**

4209 Sullivan Trail, Easton, PA 18040

**Parcel ID:**

J9/6/3A/0311

**Reputed Owner:**

Lydia A. Fulse

ALL THAT CERTAIN lot or piece of land situate in the Township of Forks, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES is vested in Lydia A. Fulse by deed dated 03/30/2001 and recorded 06/13/2001 in Book 2001-1, page 109027.

**Improvements:**

Thereon being erected a ranch-style dwelling with brick exterior, shingle roof and attached one-car garage.

**Attorneys:**

KML Law Group, PC

**No. 35**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2014-01951**

**Location:**

1804 Treeline Drive, Easton, PA 18040

**Parcel ID:**

K9SE2/4/8/0311

**Reputed Owners:**

Jonathan Hagenbuch a/k/a Jonathan Paul Hagenbuch a/k/a Jonathan P. Hagenbuch and Deanna Huguely a/k/a Deanna Huguely Hagenbuch

ALL THAT CERTAIN piece or parcel of land, with dwelling house thereon erected, situate in the Township of Forks, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES is vested in Jonathan P. Hagenbuch and Deanna Huguely, as joint tenants with the right of survivorship, by deed from Vito J. Colapietro and Vicki A. Colapietro, h/w, said deed dated 10/27/2006 and recorded 10/27/2006 in Book 2006-1, page 447453.

**Improvements:**

Thereon being erected a two-story single dwelling with vinyl siding and brick exterior, shingle roof and attached two-car garage.

**Attorneys:**

Udren Law Offices, PC

**No. 36**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-00414**

**Location:**

3620 Stephen Crane Lane, Bethlehem, PA 18017

**Parcel ID:**

M5SE2/2/8/0214

**Reputed Owners:**

Edward W. Sample and Dolores J. Sample

ALL THAT CERTAIN tract or parcel of ground situate along the east side of Stephen Crane Lane in Hanover Township, Northampton County, Pennsylvania.

BEING THE SAME PREMISES which First National Bank of Allentown by deed dated 01/18/1984 and recorded 01/23/1984 in Book 660, page 290, conveyed unto Edward W. Sample and Dolores J. Sample, h/w.

**Improvements:**

Thereon being erected a two-story single dwelling with vinyl siding and



brick exterior, shingle roof and attached two-car garage.

**Attorneys:**

Pressman & Doyle, LLC

---

**No. 37**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-09924**

**Location:**

898 Briarstone Road, Bethlehem,  
PA 18017

**Parcel ID:**

M6SW4/8/1/0214

**Reputed Owner:**

Ian H. Twaddle

ALL THAT CERTAIN LOT or tract of land situated in Hanover Township, Northampton County, Pennsylvania.

BEING THE SAME PREMISES conveyed from Ian H. Twaddle and Ashley E. Culligan, joint tenants with the right of survivorship, to Ian H. Twaddle by deed recorded 11/01/2004 in Book 2004-1, page 423063.

**Improvements:**

Thereon being erected a two-story row home with vinyl siding, shingle roof and attached one-car garage.

**Attorney:**

Martha E. Von Rosenstiel, PC

---

**No. 38**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2015-08559**

**Location:**

1404 Stones Crossing Road,  
Easton, PA 18045

**Parcel ID:**

M8/11/12C/0324

**Reputed Owners:**

Joseph Bingert and Sharon Bingert a/k/a Sharon Allers

ALL THAT CERTAIN lot or parcel of land situated in Palmer Township, Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is vested in Joseph Bingert and Sharon Allers, as joint tenants with right of survivorship, by deed from Herman T. Wallace and Ellen B. Wallace, h/w, said deed dated 07/25/2007 and recorded on 08/10/2007 in Book 2007-1, page 294135.

**Improvements:**

Thereon being erected a two-story single dwelling with vinyl siding, shingle roof and attached two-car garage.

**Attorneys:**

Milstead & Associates, LLC

---

**No. 39**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2015-09965**

**Location:**

502 West Wilkes-Barre Street,  
Easton, PA 18042

**Parcel ID:**

L9SE4C/21/10/0310

**Reputed Owner:**

Renee Hicks

ALL THAT CERTAIN house and lot of lance, situated on the south side of Wilkes-Barre Street in the City of Easton, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES is vested in Marvin July and Renee Hicks, unmarried, as joint tenants with the right of survivorship, by deed from David Newton A. Bright, unmarried, said deed dated 03/04/2011 and recorded 03/17/2011 in Book 2011-1, page 60797. The said Marvin July became deceased on or about 10/18/2014 whereby title became vested solely in Renee Hicks.

**Improvements:**

Thereon being erected a two-story single dwelling with aluminum siding and shingle roof.

**Attorneys:**

Milstead & Associates, LLC

**No. 40**  
**BY VIRTUE OF A CERTAIN**  
**WRIT OF EXECUTION**  
**CV-2015-09297**

**Location:**

3222 East Boulevard, Bethlehem,  
 PA 18017

**Parcel ID:**

M7SW1/7/24/0204

**Reputed Owners:**

Patrick B. Roche and Gina M.  
 Roche

ALL THAT CERTAIN lot or parcel  
 of ground situate in the 14th Ward of  
 the City of Bethlehem, County of  
 Northampton and Commonwealth of  
 Pennsylvania.

TITLE TO SAID PREMISES is  
 vested in Patrick B. Roche and Gina  
 M. Roche, as tenants by the entirety,  
 by deed from Mark P. Brady, said  
 deed dated 08/31/2006 and recorded  
 09/11/2006 in Book 2006-1, page  
 371911.

**Improvements:**

Thereon being erected a two-story  
 row home with vinyl siding, shingle  
 roof and attached one-car garage.

**Attorneys:**

Milstead & Associates, LLC

---

**No. 42**  
**BY VIRTUE OF A CERTAIN**  
**WRIT OF EXECUTION**  
**CV-2016-07900**

**Location:**

403-405 East 9th Street,  
 Northampton, PA 18067

**Parcel ID:**

M4NW2C/7/11/0522

**Reputed Owner:**

Roseann Humphrey

ALL THAT CERTAIN lot or piece of  
 ground, with the improvements  
 thereon, situate on the north side of  
 Ninth Street in the Borough of  
 Northampton, County of Northamp-  
 ton and Commonwealth of Pennsyl-  
 vania.

BEING THE SAME PREMISES  
 which Roseanna Humphrey and  
 Giovanna Manganaro, by deed dated  
 04/21/2008 and recorded 04/

28/2008 in Book 2008-1, page  
 122838, granted and conveyed unto  
 Roseann Humphrey.

**Improvements:**

Thereon being erected a two-story  
 single dwelling with brick exterior,  
 slate roof and detached two-car  
 garage.

**Attorneys:**

Powers Kirm & Associates, LLC

---

**No. 43**  
**BY VIRTUE OF A CERTAIN**  
**WRIT OF EXECUTION**  
**CV-2016-06800**

**Location:**

4333 Winfield Terrace, Easton, PA  
 18045

**Parcel ID:**

M8SE1/7/8/0205

**Reputed Owner:**

Froilan A. Rodriguez

ALL THAT CERTAIN lot or piece of  
 ground, with the building and  
 improvements thereon erected,  
 situate in the Township of Bethlehem,  
 County of Northampton and Com-  
 monwealth of Pennsylvania.

BEING THE SAME PREMISES  
 which Wayne B. Metroke, by deed  
 dated 03/27/2008 and recorded  
 03/28/2008 in Book 2008-1, page  
 86326, granted and conveyed unto  
 Froilan A. Rodriguez.

**Improvements:**

Thereon being erected a Cape  
 Cod-style dwelling with vinyl siding  
 and brick exterior, shingle roof and  
 attached one-car garage.

**Attorneys:**

Powers Kirm & Associates, LLC

---

**No. 44**  
**BY VIRTUE OF A CERTAIN**  
**WRIT OF EXECUTION**  
**CV-202016-07786**

**Location:**

707 South 23rd Street, Easton, PA  
 18042

**Parcel ID:**

L9SW4C/8/13/0837

**Reputed Owner:**

Derick Gibson

ALL THAT CERTAIN message, tenement, lot or piece of land on the west side of South 23rd Street in Wilson Borough, Northampton County, Pennsylvania.

BEING THE SAME PREMISES which Thomas W. Fox and Wendy Lee Fox, h/w, by deed dated 06/27/2013 and recorded 07/02/2013 in Book 2013-1, page 17311, granted and conveyed unto Derick Gibson, married.

**Improvements:**

Thereon being erected a two-story half-double dwelling with brick exterior and shingle roof.

**Attorneys:**

Powers Kirm & Associates, LLC

**No. 45**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2014-05694**

**Location:**

429 Washington Boulevard,  
Bangor, PA 18013

**Parcel ID:**

F9/5/10/0134

**Reputed Owners:**

Earl W. Randolph and Pauline M. Randolph a/k/a Pauline Randolph

ALL THAT CERTAIN lot, piece or parcel of land situate in the Township of Washington, County of Northampton and State of Pennsylvania.

BEING THE SAME PREMISES which Alex Nagy and Arlene Nagy, his wife, by deed dated 08/30/1976 and recorded 08/31/1976 in Book 522, page 370, granted and conveyed unto Earl W. Randolph and Pauline M. Randolph, his wife, as tenants by the entireties.

**Improvements:**

Thereon being erected a Cape Cod-style dwelling with aluminum siding, shingle roof and detached one-car garage.

**Attorneys:**

Stern & Eisenberg, PC

**No. 46**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2015-08872**

**Location:**

1227 Winter Lane, Easton, PA  
18040

**Parcel ID:**

K9/14/1-38/0311

**Reputed Owners:**

Jeffrey Peniston and Mildred Peniston

ALL THAT CERTAIN piece, parcel or tract of land situate in the Township of Forks, County of Northampton and Commonwealth of Pennsylvania.

BEING THE SAME PREMISES which Keith E. Moore and Elizabeth Moore, h/w, by deed dated 07/25/2007 and recorded 07/30/2007 in Book 2007-1, page 275382, granted and conveyed unto Jeffrey Peniston and Mildred Peniston, h/w, as tenants by the entireties.

**Improvements:**

Thereon being erected a two-story single dwelling with vinyl siding, shingle roof, attached two-car garage and in-ground pool.

**Attorneys:**

Hladik Onorato & Federman, LLP

**No. 47**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2013-02852**

**Location:**

118 McNair Circle, Northampton,  
PA 18067

**Parcel ID:**

M4/3/4-32/0501

**Reputed Owners:**

Gerda Alexandre and James Delbrune

ALL THAT CERTAIN piece or parcel of land situate in the Township

of Allen, County of Northampton and Commonwealth of Pennsylvania.

BEING THE SAME PREMISES which Gerda Alexandre and James Delbrune, h/w, by deed recorded 04/23/2013 in Book 2013-1, page 102319, granted and conveyed unto Gerda Alexandre.

**Improvements:**

Thereon being erected a two-story single dwelling with vinyl siding, shingle roof and attached two-car garage.

**Attorneys:**

Shapiro & DeNardo, LLC

**No. 48**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-08008**

**Location:**

408 Summit Street, Bethlehem, PA 18015

**Parcel ID:**

P6SW3B/9/4/0204

**Reputed Owner:**

Michael Stewart

ALL THAT CERTAIN message, tenement and lot or piece of land situate in the City of Bethlehem, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES is vested in Terry L. Stewart and Michael Stewart, h/w, by deed from Terry L. Stewart, Executrix of the Estate of Marvin C. Heller, Sr. a/k/a Marvin C. Heller, deceased, said deed being dated 01/17/2003 and recorded 01/17/2003 in Book 2003-1, page 21640. By virtue of Terry L. Stewart's death on or about 12/04/2011, her ownership interest was automatically vested in the surviving tenant by the entirety.

**Improvements:**

Thereon being erected a two-story half-double dwelling with aluminum

siding, shingle roof and detached two-car garage.

**Attorneys:**

Phelan Hallinan Diamond & Jones, LLP

**No. 49**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-02409**

**Location:**

11 West 2nd Street, Unit 123, Bethlehem, PA 18015

**Parcel ID:**

P6/2/123/0204

**Reputed Owners:**

Melissa E. Shelly-Pektor a/k/a Melissa E. Shelly Pektor

ALL THAT CERTAIN unit #123 in the Lehigh Riverport Condominium, situate in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES is vested in Melissa E. Shelly-Pektor by deed from Lehigh Riverport Realty, L.P. s/b/m to Lehigh Riverport Development, LLC, said deed being dated 10/23/2006 and recorded 12/27/2006 in Book 2006-1, page 531740.

**Improvements:**

Thereon being a residential condominium unit located inside a converted commercial warehouse structure with brick exterior and flat roof.

**Attorneys:**

Phelan Hallinan Diamond & Jones, LLP

**No. 53**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2015-10205**

**Location:**

427 West Berwick Street, Easton, PA 18042

**Parcel ID:**

L9SE4C/26/3/0310

***Reputed Owner:***

Terrey Property Management Co.

ALL THAT CERTAIN tract or parcel of land and premises situate, lying and being in the City of Easton, County of Northampton and Commonwealth of Pennsylvania.

BEING THE SAME PREMISES which U.S. Bank, N.A., by its indenture dated 11/21/2013 and recorded 12/31/2013 in Book 2013-1, page 330183, granted and conveyed unto Terrey Property Management Co.

***Improvements:***

Thereon being erected a two-story half-double dwelling with brick exterior and shingle roof.

***Attorneys:***

Lewis and Walters

**No. 54**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-08367**

***Location:***

805 Monocacy Street, Bethlehem, PA 18018

***Parcel ID:***

P6NW2B/8/6/0204

***Reputed Owners:***

Heavenly Holdings, LLC and Karin M. Smith a/k/a Karin Smith

ALL THAT CERTAIN messuage or tenement and lot or piece of land situate in the City of Bethlehem, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES is vested in Heavenly Holdings, LLC, a PA Limited Liability Company, by deed from Joseph R. and Karin M. Smith, said deed dated 12/31/2005 and recorded 03/06/2006 in Book 2006-1, page 90281.

***Improvements:***

Thereon being erected a two-story half-double dwelling with aluminum

siding and brick exterior and slate roof.

***Attorneys:***

Phelan Hallinan Diamond & Jones, LLP

**No. 55**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-05940**

***Location:***

816 Hillside Avenue, Bethlehem, PA 18015

***Parcel ID:***

P6SE3A/8/3/0204

***Reputed Owner:***

Melanie Dancho, Executrix of the Estate of James M. Dancho

ALL THAT CERTAIN lot or piece of ground situate on the west side of Hillside Avenue in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania.

TITLE IS VESTED in James M. Dancho by deed from James M. Dancho, Executor of the Last Will and Testament of Margaret Dancho, said deed dated 09/15/2003 and recorded 10/02/2003 in Book 2003-1, page 411775. The said James M. Dancho died on 08/13/2015. Thereafter on 08/21/2015 Letters Testamentary were granted to Melanie Dancho, nominating and appointing her as Executrix of the Estate of James M. Dancho.

***Improvements:***

Thereon being erected a Cape Cod-style dwelling with brick and stucco exterior, shingle roof and attached one-car garage.

***Attorneys:***

McCabe Weisberg & Conway, PC

**No. 56**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-01364**

***Location:***

1011 Pike Street, Easton, PA 18045

**Parcel ID:**

M8NE3/35/9/0324 and M8NE3/  
35/10/0324

**Reputed Owners:**

Randall K. Oakley a/k/a Randall  
Oakley a/k/a Randy Oakley; Barbara  
Jo Oakley a/k/a Barbara J. Oakley;  
and USA

ALL THAT CERTAIN parcel of land  
in the Township of Palmer, County of  
Northampton and Commonwealth of  
Pennsylvania.

BEING THE SAME PREMISES  
which Jose A. Echevarria, married,  
by deed dated 02/28/2005 and  
recorded 03/07/2005 in Book  
2005-1, page 81899, granted and  
conveyed unto Randy Oakley and  
Barbara Jo Oakley, h/w. ALSO  
BEING THE SAME PREMISES which  
Township of Palmer by quit claim  
deed dated 04/16/2007 and recorded  
06/22/2007 in Book 2007-1, page  
231480, granted and conveyed unto  
Randy Oakley and Barbara Jo Oakley,  
h/w.

**Improvements:**

Thereon being erected a two-story  
single dwelling with vinyl siding and  
shingle roof; also a second parcel of  
vacant land.

**Attorneys:**

Powers Kirn & Associates, LLC

**No. 57**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2016-08715**

**Location:**

4466 Meadow Drive, Nazareth, PA  
18064

**Parcel ID:**

L7/5/16-46/0418

**Reputed Owner:**

Lakehouse Eastshore II, Ltd.

ALL THAT CERTAIN lot or parcel  
of land situate on the northerly side  
of Meadow Drive in the Township of  
Lower Nazareth, County of Northamp-  
ton and Commonwealth of Pennsyl-  
vania.

BEING THE SAME PREMISES  
which Francine M. Fillmore, by deed  
dated 10/04/2007 and recorded  
10/05/2007 in Book 2007-1, page  
367996, granted and conveyed unto  
Lakehouse Eastshore II, Ltd.

**Improvements:**

Thereon being erected a two-story  
single dwelling with vinyl siding and  
brick exterior, shingle roof and  
attached two-car garage.

**Attorneys:**

Martson Law Offices

A Schedule of Distribution will be  
filed by the Sheriff thirty days from  
the date of the sale and distribution  
will be made in accordance with the  
schedule unless exceptions are filed  
thereto within ten days from the date  
of filing the Schedule of Distribution.

DAVID J. DALRYMPLE

Sheriff

Northampton County,  
Pennsylvania

DAVID J. CERAUL, ESQUIRE  
Solicitor to the Sheriff

Apr. 13, 20, 27

IN THE COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY,  
PENNSYLVANIA CIVIL ACTION – LAW

**RULE TO SHOW CAUSE WHY COMPLAINT OR PETITION CONCERNING  
CUSTODY SHOULD NOT BE DISMISSED**

**AND NOW**, this 16<sup>th</sup> day of March, 2017, a rule is hereby issued on the parties to show cause why the complaint or petition concerning custody should not be dismissed because neither party has listed the case for trial within 180 days of the filing of the complaint or petition. Pa.R.C.P. 1915.4(b). Said rule is returnable on Thursday, June 1, 2017 at 1:00 p.m. in Courtroom #1. Any questions regarding this Rule should be addressed to the Court Administrator's Office prior to the rule returnable date.

**BY THE COURT:**  
**Stephen G. Baratta, President Judge**

Brandon M. Read v. Jodi K. Read	2004-304
Jason A. Herzog v. Kalyn M. Herzog	2005-247
Ida and Glen J. Womer, Sr. v. Michelle M. Womer and Vincent A Womer	2006-7408
Anthony and Cynthia Pasquariello v. Eric A. Foley and Cheryl C. Newhall	2008-6211
Melissa Carter v. Benjamin Lochie	2009-4677
Jennifer F. Del Valle v. Chris A. Del Valle	2009-8448
Megan E. Vinson v. Jeb B. Slawik v. Phyllis and Robert Martin	2010-579
Richard J. Hendershot v. Carrie A. Trek and Joan Boylan	2012-2534
Jonathan Ribeiro v. Kyra Lynn Amick	2013-2882
George Torres v. Marguerite N. Torres	2013-6449
Colleen M. Quinn v. Aaron D. Winskill	2013-4049
Lucas Heckenberger v. Kylie Fehnel	2014-5819
Theodore G. Howell v. Barbara A. Howell	2014-5928
Javonne S. Rushing v. Genevieve E. Repsher	2014-856
Rebecca E. DiTrola v. John D. DiTroia	201-10457
Christopher Moor v. Shanice Davis and Durwyn Chinchester	2014-10464
Phillip R. Stark, Jr. v. Amber L. Steidinger	2014-11268
Alexis D. Peterson v. Rafael A. Mateo	2014-12205
Angel Manuel Ocasio v. Janillah Ocasio	2015-526
Luz E. Nieves v. Julio A. Nieves	2015-992
Joy Elizabeth S. Frost v. Michael W. Frost	2015-1300
Beth-Anne B. Murphy v. Duane J. Hill	2015-1446
Joshua M. Bowyer v. Karen Hendricks	2015-1485
Wendy Sue Schmoyer v. Timothy A. Schmoyer	2015-1626
Kevin M. O'Brien v. Jo Ellen O'Brien	2015-1979
David Mills v. Antoinette Sienna Flores	2015-2791
Matthew A. Nixon v. Dawn E. Nixon	2015-3191
James A. Polk, III v. Nachaly Borrero	2015-3308
Jonathan Chevere v. Azareth Linda Chevere	2015-3956
Daniel J. Gonzalez v. Kali Zeiner	2015-3418
Dayanne Arroyo-Hernandez v. Christopher A. Leone	2015-4727
Fidele Fonkeu v. Flandine Jacqueline Mballa Fonkeu Mengue	2015-5008
Joe E. Mann v. Patricia A. Mann	2015-5895
Alda Rivera v. Christopher Turner	2015-6255
Deborah A. Herstine v. Jeffrey W. Herstine	2015-6977
John C. Marin v. Debora L. Marin	2015-7840
Michael F. Hunsicker v. Kimberlee M. Hunsicker	2015-8370
Cheyenne L. Sutton v. Gregory T. Lowman	2015-9079
Lore A. McFadden-Westwod v. David s. Westwood	2015-9254
Alejandro F. Camacho v. Sharon Colt Camacho	2015-9637
Jennifer Lynn O'Neill-Lai v. Bryan t. Lai	2015-10253
John M. Albanese v. Lisa M. Albanese	2015-10610
Carol Ehrie v. Northampton County Children and Youth	2015-11710
Matthew K. Wagner v. Jessica M. Wagner	2015-3747
Rosa V. Cruz v. Felis Cruz	2015-5510

Linda Datri-Potenza v. Dean G. Potenza	2015-7024
Richrd C. Capra v. Melissa L. Capra	2015-7558
Shireen Anadani v. Rakesh Anandani	2015-7558
Brian Lago v. Meghan Lago	2015-8293
Sandra Kalamar v. Brian Kalamar	2015-8496
Suzanne M. Castano v. Thomas J. Castano	2015-9936
Paulina Nestor v. Robert Nestor	2015-10786
Jessie W. Hunt v. John E. Hunt	2015-11288
Kelly Kubisek v. David Kubisek	2015-11488
Kelly L. Clossey v. Kevin A. Clossey	2015-11806

Apr. 27



**ATTORNEY OPENING IN CENTER VALLEY, PA**

The law firm of Fitzpatrick Lentz & Bubba, P.C. is seeking a highly qualified attorney for its Corporate Business & Banking and Real Estate, Land Use & Development Law Practice Groups. The position is in its Center Valley, Pennsylvania office. The ideal candidate should have experience representing entities and individuals in all types of transactions, including particularly real estate finance, acquisitions and sales and other real estate-related practice areas such as land use and zoning, eminent domain and tax assessment law. The successful candidate will be involved in small to multimillion dollar transactions for buyers, sellers, borrowers and lenders and also in development projects in a variety of industries.

A resume, including salary requirements, can be sent in confidence to Fitzpatrick Lentz & Bubba, P.C. at P.O. Box 219, Center Valley, PA 18034 or to [careers@flblaw.com](mailto:careers@flblaw.com).

Apr. 27; May 4

**ATTORNEY POSITION**

Winegar, Wilhelm, Glynn & Roemersma is seeking an associate with 0-3 years' experience. The position is for a litigation attorney in the areas of Social Security, Employment and Workers' Compensation. Candidate must be hard working and have the ability to work independently in a fast-paced environment. Applicant must be licensed in both New Jersey and Pennsylvania. We offer a competitive salary, with health insurance and 401k/profit share benefits. Please send your resume, writing sample and references to Dennis Winegar, Managing Partner, winegar@wwgrlaw.com.

Apr. 20, 27

**FAMILY LAW/EDUCATION  
ASSOCIATE ATTORNEY (BETHLEHEM)**

KingSpry, a progressive, expanding regional law firm seeks a full-time entry-level Family Law/Education Attorney for our family and education law groups. Candidate must be capable of working independently, maintain confidentiality, be a self-starter, and work effectively with clients and others in the firm.

Requirements: proficient in Microsoft Office, including Word, Outlook and Excel. Possess excellent written and oral communication skills and be detail oriented.

Qualified applicants should submit resume and cover letter with salary requirements. Full benefit package provided.

Please submit cover letter and resume to Sarah O'Steen (sosteen@kingspry.com; (610) 332-0314 fax).

Apr. 20, 27

**PARALEGAL POSITION**

**IMMEDIATE OPENING** for a Paralegal. Experience in Plaintiff Personal Injury work preferred. Responsible for all aspects of the case, including extensive client contact, investigation, file development, pleadings, discovery, trial preparation and appeals. Additional requirements include the ability to work independently and excellent computer skills, including Word, Excel, and case management software, i.e. Amicus and PC Law helpful. Salary based upon experience. Health, dental and eye benefits, IRA employer match and bonus based upon performance.

E-mail or mail resume in confidence to:

Pfeiffer & Bruno, P.C.  
P.O. Box 468  
Easton, PA 18044-0468  
E-mail: [sdocker@pbmdlaw.com](mailto:sdocker@pbmdlaw.com)

No telephone calls please.

Apr. 13, 20, 27

### **REAL ESTATE PARALEGAL**

**Fitzpatrick Lentz & Bubba, P.C.**, a 30+ attorney, full-service Lehigh Valley law firm, is accepting applications for a real estate paralegal position. The successful candidate must possess 5 or more years' experience as a real estate paralegal, which should include handling of significant commercial transactions and performing complex title review and settlements. The applicant should possess a commitment to professionalism, an attention to detail, computer proficiency and a proven ability to multitask in a dynamic work environment. Excellent communication and organizational skills are required. Title agent license is preferred. The firm offers a competitive salary, excellent benefits and a 401(k) plan.

Send your letter of interest, with resume demonstrating the above, three references and a salary requirement to Firm Manager, Fitzpatrick Lentz & Bubba, P.C., 4001 Schoolhouse Lane, P.O. Box 219, Center Valley, PA 18034 or e-mail to [careers@flblaw.com](mailto:careers@flblaw.com). All correspondence will be held in the utmost confidence.

Apr. 27; May 4

**MAY 2017**

<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
1 Juvenile Criminal	2 Criminal	3 Civil Call Criminal	4 Juvenile Criminal	5 Misc. Hrngs.
8 Juvenile Non-Jury	9 Non-Jury	10 Asbestos Pretrials Civil Call Non-Jury	11 Juvenile Arraignments Non-Jury	12 Misc. Hrngs.
15 Juvenile Civil	16 Civil	17 Civil	18 Juvenile Civil	19 Misc. Hrngs. O.C. Audit
22 Juvenile Law Day	23 DRS	24 DRS	25 Juvenile Arraignments	26 Misc. Hrngs.
29 Memorial Day (Observed)	30 Argument Juvenile	31 ARD Summaries		

**BETHLEHEM VILLAGE ASSOCIATES, Plaintiff v.  
POWELLWOOD CORPORATION d/b/a EXPRESS DRY  
CLEANERS, DAVID G. POWELL and JOAN V.N. POWELL,  
MARK S. WOOD and KATHERINE D. WOOD, Defendants**

*Motion for Summary Judgment—Commercial Lease—Guaranty.*

Defendants David and Joan Powell filed a Motion for Summary Judgment seeking to dismiss Plaintiff's Third Amended Complaint, which brought various causes of action against Defendants stemming from alleged environmental contamination from a dry-cleaning business.

In 1987, Plaintiff's predecessor entered into a commercial lease with a third party. The third party then assigned the lease to Defendant, Powellwood Corporation; however, as a condition precedent to the assignment of the lease, Plaintiff required David and Joan Powell to guarantee the lease. David and Joan Powell executed a guaranty on the lease in 1990. Powellwood Corporation operated the dry-cleaning business continuously on the site until 2014. Plaintiff then sued Powellwood and other defendants for environmental contamination and financial breaches of the Lease.

The issue before the Court was whether the guaranty was in effect at the time that the various causes of action arose. The Court determined that the guaranty, signed by David and Joan Powell in 1990, specifically pertained to the original lease and its assignment and was silent regarding extensions of the lease and the guaranty itself. The rent rider to the original lease clearly and specifically indicated that the exercise of any renewal option was required to be in writing and signed by the tenant and any guarantor of the tenant. Because David and Joan Powell did not sign any document pertaining to an option to extend the lease beyond its original term, the Court found that the guaranty terminated upon expiration of the original lease term.

Further, the Court determined that while Powellwood Corporation remained at the Leased Premises from 1992-2014, it was not a "holdover tenant" in accordance with the unambiguous and specific terms of the Lease. Specifically, there was no express written permission of the Plaintiff as was required by the Lease for a holdover tenancy, and there were rental increases which were not in conformity with the holdover provision of the original Lease.

Thus, the Court granted summary judgment to David and Joan Powell on any cause of action that arose after the expiration of the original lease term and denied summary judgment on any cause of action that arose prior to the original lease term.

In the Court of Common Pleas of Northampton County, Pennsylvania,  
Civil Division—No. C-48-CV-2014-8171.

FREDERICK J. STELLATO, ESQUIRE, for Plaintiff.

STEPHEN G. BRESSET, ESQUIRE, for Powellwood Corporation d/b/a  
Express Dry Cleaners and Mark S. Wood and Katherine D. Wood.

CRAIG S. PROVORNY, ESQUIRE, for David G. Powell and Joan V.N.  
Powell.

Order of the Court entered on February 6, 2017 by SLETVOLD, J.

*OPINION*

This matter comes to us pursuant to the Motion for Summary Judgment filed by Defendants, David G. Powell and Joan V.N. Powell ("the



Powell Defendants”), which seeks to have Plaintiff’s Third Amended Complaint against them dismissed in its entirety. For the reasons that follow, the Motion is granted in part and denied in part.

### PROCEDURAL HISTORY

Plaintiff, Bethlehem Village Associates (“Bethlehem Village” or “Plaintiff”), commenced this action against Defendants by filing a Complaint on or about August 28, 2014. Subsequently, Plaintiff filed an Amended Complaint, a Second Amended Complaint, and a Third Amended Complaint. In the Third Amended Complaint, Plaintiff brings various causes of action against Defendants stemming from alleged breach of a lease and alleged environmental contamination from a dry-cleaning business. Following the filing of additional pleadings and at the close of discovery, the Powell Defendants filed the instant Motion for Summary Judgment. The Powell Defendants filed a Statement of Undisputed Facts and a Memorandum of Law in Support of Motion for Summary Judgment. Plaintiffs filed an enumerated response to the Motion for Summary Judgment, an enumerated Reply to the Statement of Undisputed Facts, and a Memorandum of Law in Opposition to the Motion for Summary Judgment. The Powell Defendants then filed a Memorandum of Law in Reply and Further Support of Defendants’ Motion for Summary Judgment. Plaintiffs filed a sur-reply. This matter was listed for argument before the undersigned on the September 20, 2016 argument list. Counsel for the parties appeared for oral argument.

This Court entered an Order and Opinion dated October 21, 2016, granting in part and denying in part the Powell Defendants’ Motion for Summary Judgment. Thereafter, on November 21, 2016, Plaintiff filed an “Application for Amendment of the Court’s Order dated October 21, 2016 to Include Certification Language Pursuant to 42 Pa.C.S. § 702 (b).” In sum, as more fully explained below, Plaintiff asked the Court to amend its Order of October 21, 2016 to include the language necessary pursuant to 42 Pa. C.S. §702(b) and Pa. R.A.P. 1311 to allow Plaintiff to file an interlocutory appeal by permission. Plaintiff asserted that, *inter alia*, the Court failed to address the effect of the holdover provision of the subject lease on the Powell Defendants’ continued liability under the Guaranty at issue beyond the expiration of the initial term of the lease in 1992. On or about December 7, 2016, the Powell Defendants filed a Memorandum of Law in Opposition to Plaintiff’s Application for Amendment.

We conducted a conference with all counsel on December 9, 2016. The conference resulted in an agreement that the Court would: 1) treat Plaintiff’s “Application for Amendment of the Court’s Order dated October 21, 2016 to Include Certification Language Pursuant to 42 Pa.C.S. § 702 (b)” as a petition for reconsideration of the Court’s October 21, 2016 summary judgment Order; 2) revisit the Powell Defendants’ Motion for Summary Judgment and address the issue of whether or not Powellwood Cor-

poration (“Powellwood”) was a holdover tenant and the effect of the Guaranty on any holdover tenancy that may have existed; and 3) include language to certify to the Superior Court the legal issues concerning the written Guaranty.<sup>1</sup> See Notes of Testimony (“N.T.” 12/9/16). The Court entered an Order dated December 12, 2016, directing all parties to file briefs on Plaintiff’s position that Powellwood was a holdover tenant and the legal implications of same. On January 3, 2017, the Powell Defendants filed a Supplemental Memorandum of Law in Opposition to Plaintiff’s Application for Amendment.<sup>2</sup> On that same date, Plaintiff filed a Memorandum of Law per the Court’s Order of December 12, 2016. The matter is now ripe for disposition.

### FACTUAL BACKGROUND

The Third Amended Complaint alleges that Plaintiff is the record owner of 8.68 acres of commercial real estate located at 3650 Nazareth Pike, Bethlehem, Pennsylvania (hereinafter, the “Shopping Center”). See Third Amended Complaint at ¶7. On February 3, 1987, Bethlehem Associates<sup>3</sup> entered into a commercial lease (the “Lease”) with Maria Teresa Gomez d/b/a Oakland Hills Cleaners to operate a dry-cleaning business in 1,600 square feet (“Leased Premises”) of the Shopping Center. *Id.* at ¶8. On May 14, 1990, Maria Teresa Gomez d/b/a Oakland Hills Cleaners assigned the Lease to Defendant, Powellwood.<sup>4</sup> *Id.* at ¶10. As a condition precedent to the assignment of the Lease, Plaintiff required that the Powell Defendants guarantee the Lease.<sup>5</sup> *Id.* at ¶11. The Powell Defendants executed the Guaranty on the Lease on May 9, 1990. See Guaranty of Lease (“Guaranty”), Exhibit “C” of Third Amended Complaint. Thereafter, Powellwood operated a dry-cleaning business, known as Express Dry Cleaners, in the Shopping Center. *Id.* at ¶13. Plaintiff alleges that Powellwood abandoned the Leased Premises in 2014. See Plaintiff’s Memorandum of Law in Opposition to Motion for Summary Judgment of Powell Defendants dated 9/19/16 at p. 2. Plaintiff further alleges in the Third Amended Complaint that on September 10, 2009, Plaintiff and Powellwood amended the Lease according to the terms contained in a rent rider. *Id.* at 14.

---

<sup>1</sup>Counsel for the parties reached this agreement in an effort to avoid a costly and protracted trial on the merits regarding environmental contamination before a definitive decision was reached by the appellate court on the pivotal issue of the Powell Defendants’ liability under the Guaranty of the Lease. Per the agreement, the non-jury trial in this matter, which was scheduled for January of 2017 was continued.

<sup>2</sup>On January 3, 2017, Defendant, Powellwood Corporation, filed a Statement indicating that it took no position with respect to the Motion for Reconsideration.

<sup>3</sup>Bethlehem Village is the successor in interest to Bethlehem Associates. *Id.* at ¶9.

<sup>4</sup>Powellwood was owned and operated by Defendants, Mark S. Wood and Katherine D. Wood (“the Wood Defendants”).

<sup>5</sup>The Powell Defendants are the parents of Katherine Wood.

Count I of the Third Amended Complaint brings a breach of contract action against Powellwood for unpaid rent, costs and fees; for failing to install an HVAC system; and for nuisance and waste stemming from environmental contamination. *See* Count I of Third Amended Complaint. Counts II, III, IV, V, and VI of the Third Amended Complaint contain causes of action against Powellwood for unjust enrichment, waste, public nuisance, private nuisance, and violation of the Hazardous Sites Cleanup Act,<sup>6</sup> respectively. *See* Counts II-VI of Third Amended Complaint. Count VII contains a claim against the Powell Defendants for breach of contract, asserting that they are personally liable for all of the breaches of the Lease committed by Powellwood by virtue of the Guaranty of the Lease. *See* Count VII of Third Amended Complaint. Count VIII of the Third Amended Complaint brings a cause of action against the Powell Defendants and the Wood Defendants for violations of the HSCA.

### THE QUESTION PRESENTED

The central question that is currently before us is whether or not the Powell Defendants' Guaranty was in effect at the time that the causes of action arose which are asserted against the Powell Defendants in the Third Amended Complaint. As more fully described below, the parties have divergent views on the documents at issue, as well as the dates that the causes of action arose. In spite of these differing views, there is no question that Powellwood remained present at the Leased Premises well after the expiration of the original lease term.

Initially, Plaintiff argued that the Lease was repeatedly renewed, and with each renewal, the Guaranty remained in effect.<sup>7</sup> We disagreed, and so stated in our original Opinion and Order of October 21, 2016 regarding the Powell Defendants' Motion for Summary Judgment. Our reasoning from our original Opinion and Order is contained herein. In addition, we address below the issue now raised by Plaintiff concerning whether or not Powellwood was a holdover tenant after the expiration of the original lease term, and, if it was a holdover tenant, whether or not the Guaranty remained in

<sup>6</sup> ("HSCA"), 35 P.S. §§6020.101 *et seq.*

<sup>7</sup> *See* Plaintiff's Memorandum of Law in Opposition to Motion for Summary Judgment of Powell Defendants dated 9/19/16 at p. 2 ("Throughout the term of the tenancy, Tenant and Plaintiff operated under the terms of one Lease, which terms were continually renewed either through written renewals, which were specifically contemplated by the lease, or by a course of conduct. The tenancy continued in this same manner from 1990 until the Tenant's abandonment of the leased premises in 2014."). Plaintiff's Memorandum then references the lease renewals identified, *supra*. *Id.* at p. 22. Plaintiff asserts that: "Nevertheless, the Plaintiff and Powellwood always operated under the terms of the Lease with occasional rent increases per the Lease—the basic annual rent payable under this Lease shall be adjusted by the percentage of increase, if any, in the Cost of Living Index ... ' ... This course of conduct continued throughout the tenancy." *Id.*

effect during any holdover tenancy.<sup>8</sup> We summarize the parties' respective positions more fully infra.

### *THE DOCUMENTS AND TESTIMONY REGARDING THE LEASE*

Addressing the issue concerning whether or not the Powell Defendants might incur liability based on the Guaranty during the period of the tenancy that followed the original Lease term requires a careful examination of the documents at issue, as well as those facts which are supported by the record, as follows:

#### *The Lease*

The documents of record indicate that on February 3, 1987, Bethlehem Associates, predecessor to Plaintiff, entered into the original Lease with Maria Teresa Gomez d/b/a Oakland Hills Cleaners to operate a dry-cleaning business in the Leased Premises of the Shopping Center. *See* Lease, Exhibit "A" of Third Amended Complaint. The Lease was for a five-year term,

<sup>8</sup> The Powell Defendants argue that Plaintiff should be estopped from raising this issue. Specifically, the Powell Defendants assert in their Supplemental Memorandum of Law in Opposition to Plaintiff's Application for Amendment of the Order dated October 21, 2016, *inter alia*, that in every single pleading through the granting of partial summary judgment, Plaintiff alleged Powellwood had been a tenant under the Lease with continual renewals, not once claiming that Powellwood had been a holdover tenant.

It is only because the Court found the guarantee [sic] expired in February 1992 because of the failure of Plaintiff to obtain the written consent of the Powells to a renewal that Plaintiff now disingenuously claims Powellwood was a holdover tenant and that the guarantee [sic] therefore did not terminate. Plaintiff should be judicially estopped from this dramatic change of position. ... In this instance, there is no question Plaintiff is switching legal positions to suit its own ends. At no time prior to the Court granting partial summary judgment to the Powells did Plaintiff claim Powellwood had been a holdover tenant. Rather, at all times Plaintiff claimed the Lease never terminated and was continually renewed. It is only because the Court granted partial summary judgment finding the guarantee [sic] terminated in February 1992 that Plaintiff for the first time now claims Powellwood had been a holdover tenant.

*See* the Powell Defendant's Supplemental Memorandum of Law dated 1/3/17 at pp. 3-4 (citing *Sunbeam Corporation v. Liberty Mutual Insurance Company*, 566 Pa. 494, 781 A.2d 1189 (2001) (when a party changes positions before the Court to suit the moment, they should be judicially estopped from doing so).

At first glance, the Powell Defendants' position has merit. Plaintiff did not plead the existence of a holdover tenancy in the Third Amended Complaint. Although Plaintiff referenced generally the wording of the holdover provision in the Lease in prior submissions, Plaintiff did not argue that Powellwood was a holdover tenant until it filed a sur-reply to Defendants' reply brief. Prior to that, Plaintiff had taken the position that there were prior written lease renewals, signed and unsigned, but that the Lease had nonetheless been renewed. *See e.g.*, Plaintiff's Memorandum of Law in Opposition to Powell Defendants' Motion for Summary Judgment at p. 22.

However, even if we agree with the Powell Defendants in this regard, based upon the agreement of the parties that the issue of the holdover tenancy should be addressed and all issues concerning the Guaranty should be certified to the appellate court, and in the interest of judicial economy (*see* footnote no. 1, *supra*), we will reach the merits of the issue herein.

and contained a provision for three five-year options. *See* Lease, p. 2, ¶5 and Rider No. 1, Exhibit “A” of Third Amended Complaint. The renewal option in Rider No. 1 states as follows:

Provided Tenant has not been in default in any of the provisions of this Lease during the expired term hereof, Landlord hereby grants to Tenant option(s) to renew the term of this lease for *three (3)* additional terms of *five (5)* year(s) each, subject to the same terms, costs and conditions as are herein stated, except that during any renewal term or terms, the basic annual rent payable under this Lease shall be adjusted by the percentage of increase, if any, in the Cost of Living Index published by the U.S. Department of Labor for retail consumers in the U.S. (The base figure for the Cost of Living Index shall be that published for the month for which the first rent under this Lease is paid, and the index to which the rent shall be adjusted shall be the one published for that month which is one month prior to the expiration of the term during which the first option or any succeeding option may be exercised). *The exercise of any option provided for in this Paragraph shall be a writing signed by Tenant (and any guarantor of the Tenant) sent by registered or certified mail, return receipt requested, to Landlord not later than six (6) months prior to the expiration of the then current term.* Default for the purposes of this paragraph, shall mean the receipt during the expired term of the Lease of a ‘Notice of Default’ even though the default was corrected.

*See* Rider No. 1 to Lease, Exhibit “A” of Third Amended Complaint (emphasis added).

Additionally, the Lease contained the following holdover provision:

HOLDING OVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof *with the express written consent of Landlord*, such occupancy shall be a tenancy from month to month *at a rental in the amount of the last Monthly Minimum Rent*, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

*See* Lease at ¶20 (emphasis added).

The original amount of the monthly rent for the first three years of the Lease was \$1,600 per month. *See* Rent Rider to Lease. The amount of the monthly rent for the fourth and fifth years was \$1,740 per month. The Lease also indicated, under “1st Option” on the Rent Rider, that the monthly rent for years 6, 7, and 8 would be \$1,950. For years 9 and 10 it would be \$2,140. *Id.*

### *The Assignment*

On May 14, 1990, Maria Teresa Gomez d/b/a Oakland Hills Cleaners assigned the Lease to Powellwood. *See* Assignment of Lease, Exhibit “B” of Third Amended Complaint. The assignment provides in relevant part:

WHEREAS, Lessor has required, as condition precedent to granting Lessor’s written consent to the assignment of the Lease Agreement, that the lease be guaranteed by David G. Powell and Joan V. N. Powell, at 171 Douglas Ave., Bernardsville, New Jersey 07924, such guaranty evidenced by a separate document referred to as the Guaranty of Lease.

*See id.* That document was signed, *inter alia*, by the Wood Defendants, as well as Defendant Joan Powell as “treasurer” of Powellwood. *Id.*

### *The Guaranty*

The Powell Defendants executed the Guaranty of the Lease on May 9, 1990. *See* Guaranty of Lease (“Guaranty”), Exhibit “C” of Third Amended Complaint. The Guaranty specifically indicates that it pertains to the Lease executed on February 3, 1987 between Maria Teresa Gomez d/b/a Oakland Hills Cleaners and Bethlehem Village Associates, the successor to Bethlehem Associates, as well as the aforementioned assignment of the Lease. *Id.*

The Guaranty, in the second Whereas clause, indicates that David G. Powell and Joan V.N. Powell have a financial interest in Powellwood. *See id.* In the Guaranty, the Powell Defendants agreed to guarantee the prompt payment by Powellwood of all rentals and other sums payable by Powellwood under the Lease and “the faithful and prompt performance by [Powellwood] of each and everyone of the terms, conditions and covenants of said Lease to be kept and performed by [Powellwood].” *Id.*

The Guaranty further provides:

It is specifically agreed and understood that the terms of the foregoing Lease may be altered, affected, modified or changed by agreement between Lessor and Lessee, or by a course of conduct, and said Lease may be assigned by Lessor or any assignee of Lessor without consent or notice to Guarantors and that this Guaranty shall thereupon and thereafter guarantee the performance of said Lease as so changed, modified, altered or assigned.

*Id.* Although the Guaranty contains the aforementioned language concerning alterations and modifications to the Lease by agreement or course of conduct, it is silent as to extensions of the Lease and of the Guaranty.

### *Lease Extension Documents*

As more fully explained below, what happened between 1992, when the terms of the original Lease expired, and 2014, when Powellwood al-

legedly abandoned the Leased Premises, was the subject of much discovery between the parties and is the subject of much debate in their filings. Plaintiff takes inconsistent positions in its own filings regarding the nature of the tenancy. What is clear is that the parties did not follow the mandates of the Lease with respect to renewals.

The record reflects the existence of four written lease renewals as follows:

1. October 1, 1997 to September 30, 2000, (a three-year lease term) (unsigned);
  2. October 1, 1999<sup>[9]</sup> to September 30, 2004, (signed by landlord and tenant);
  3. October 1, 2004 to September 30, 2009, (unsigned);
- and
4. October 1, 2009 to September 30, 2014, (signed by tenant).<sup>[10]</sup>

There are no documents in the record for the years 1992-1997.

#### *1997-2000*

The first unsigned lease renewal pertains to the time period of October 1997—September 2000. *See* Affidavit of Saleem Mawji in Opposition to the Powell Defendants’ Motion for Summary Judgment at Exhibit “I.” The agent for Plaintiff, Suburban Property Management, Inc., sent a signed cover letter to Express Dry Cleaners dated February 19, 1997, which reads as follows:

Dear Powellwood Corporation President:

Attached is the lease renewal for your store, Express Drycleaners, 3650 Nazareth Pike in Bethlehem, PA.

Please review the attached and sign one of the two copies. Please return to me at Suburban Property Management, P.O. Box 706, Spring House PA, 19477.

If you have any questions or concerns regarding the Landlord’s offer to renew, please contact me. I will be happy to discuss your renewal.

Very truly yours,

Judith E. Robey

Suburban Property Management

---

<sup>9</sup> The first *signed* written lease renewal overlaps with the original unsigned written lease renewal. The first unsigned lease renewal covered the periods of October 1997—September 2000. The signed lease renewal covers the period of October 1, 1999 through September 30, 2004.

<sup>10</sup> The signed and unsigned lease extensions are attached as Exhibits I-L to the Affidavit of Saleem Mawji in Opposition to the Powell Defendants’ Motion for Summary Judgment.

Agent for Bethlehem Village Shoppes

*Id.* The amendment language reads as follows:

Amendment

BE IT KNOW [sic], that for good consideration to all parties, the Lease dated \_\_\_\_ between Bethlehem Village Associates (Landlord) and *Express Dry Cleaners* (Tenant) for premises located at 3650 Nazareth Pike, Bethlehem, PA 18017. Space consisting of 1600 square feet. *The lease is hereby modified and amended according to the terms list [sic] on attached Exhibit 'A1'.*

All other lease terms shall remain in force as contained in the original lease, which provisions are incorporated herein by reference.

This lease amendment shall become a part of the original lease and shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Landlord: Bethlehem Village Associates  
C/O Suburban Property Management  
P.O. Box 706  
1009 North Bethlehem Pike  
Springhouse, PA 19477  
(215) 540-0910

Tenant: Express Dry Cleaners  
3650 Nazareth Pike  
Bethlehem, PA 18017

*Id.* (emphasis in original and emphasis added). Exhibit A1 to this Amendment indicates a monthly rent renewal as follows:

from 10/1/97—9/30/98—\$2140;  
from 10/1/98—9/30/99—CPI increase<sup>[11]</sup>; and  
from 10/1/99—9/30/00—CPI increase.

*Id.* As indicated, the date of the original Lease is left blank in the Amendment, and there was an increase in rent from the original Lease.

1999-2004

The first lease renewal that bears signatures is dated March 6, 2000, and pertains to the rental period of October 1999 through September of 2004. It states as follows:

AMENDMENT

BE IT KNOWN, that for good consideration to all parties, the Lease dated 9/1/87 between Bethlehem Village Associates

<sup>11</sup> The CPI increase was not to exceed 5%. *Id.*



(Landlord) and Express Dry Cleaners (Tenant) for premises located at 3650 Nazareth Pike, Bethlehem, PA 18017. Space consisting of 1600 square feet. The *lease is hereby modified and amended according to the terms listed on attached Exhibit 'A1'.*

All other lease terms shall remain in force as contained in the original lease, which provisions are incorporated herein by reference.

The lease amendment shall become a part of the original lease and shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Landlord: Bethlehem Village Associates

C/O Suburban Property Management

P.O. Box 706

1009 North Bethlehem Pike

Springhouse, PA 19477

Tenant: Express Dry Cleaners

3650 Nazareth Pike

Bethlehem, PA 18017

See Affidavit of Saleem Mawji in Opposition to the Powell Defendants' Motion for Summary Judgment at Exhibit "J" (emphasis added). The Amendment is signed by Katherine Wood as Tenant. It also bears the signatures of a witness, Judith Robey (of Suburban Property Management), and William Stillwell, a partner in Plaintiff/landlord. The second page of the document, Exhibit "A1," lists the rental amount for each year from October of 1999 through September of 2004 as \$2,266.67. *Id.* The date of the original Lease is referenced, and there was an increase in rent.

#### 2004-2009

The second unsigned lease renewal pertains to the period of October 2004—September 2009. See Affidavit of Saleem Mawji in Opposition to the Powell Defendants' Motion for Summary Judgment at Exhibit "K." This renewal contains an unsigned cover letter dated September 22, 2004 from William Stillwell, a partner in Bethlehem Village Associates,<sup>12</sup> bearing an address of Suburban Property Management, Inc. to "Kitty Powell"<sup>13</sup> which reads:

Dear Kitty:

Per our conversation, enclosed find a lease renewal amendment for the Express Dry Cleaners store at 3650 Nazareth Pike in Bethlehem.

<sup>12</sup> See Notes of Testimony "N.T." William Stillwell dated 1/12/16 at p. 6.

<sup>13</sup> It is not clear from the record before us who "Kitty Powell" is. It could be Defendant Joan Powell or Defendant Katherine Wood, or neither.

Please sign one copy and return it and keep the other copy for your records.

Should you have any questions, please contact me.

Sincerely,

William Stillwell

Suburban Property Management

Agent for Bethlehem Village Associates

*Id.*

The amendment language is similar to that found in the aforementioned lease renewal which had been signed pertaining to 1999-2004, but it did not identify the date of the original lease and it identifies the tenant differently. *Id.* It provides:

#### Amendment

BE IT KNOW [sic], that for good consideration to all parties, the Lease dated [sic] between Bethlehem Village Associates (Landlord) and Joan and David Powell D/B/A Powellwood Corporation (Tenant) for premises located at 3650 Nazareth Pike, Bethlehem, PA 18017.

Space consisting of 1,600 square feet. The *lease is hereby modified and amended according to the terms listed on attached Exhibit 'A1'.*

All other lease terms shall remain in force as contained in the original lease, which provisions are incorporated herein by reference.

This lease amendment shall become a part of the original lease and shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Landlord: Bethlehem Village Associates  
C/O Suburban Property Management  
P.O. Box 706  
Springhouse, PA 19477  
(215) 540-0910

Tenant: Joan and David Powell  
Powellwood Corp [sic]  
171 Douglas Ave [sic]  
Bernardsville, NJ 07924

*Id.* (emphasis added). Exhibit "A1" contained monthly rental amounts, which reflected an increase, as follows:

10/1/04—9/30/05—\$2,312.00

10/1/05—9/30/06—\$2,358.67

10/1/06—9/30/07—\$2,405.33

10/1/07—9/30/08—\$2,453.33

10/1/08—9/30/09—\$2,502.67

*Id.*

2009-2014

The second lease renewal that bears signatures is dated September 10, 2009 and pertains to the rental period of October 2009 through September 2014. It states as follows:

Amendment

BE IT KNOWN, that for good consideration to all parties, the Lease dated 9/1/87 between Bethlehem Village Associates (Landlord) and Express Dry Cleaners (Tenant) for premises located at 3650 Nazareth Pike, Bethlehem, PA 18017. Space consisting of 1,600 square feet. The *Lease is hereby modified and amended according to the terms listed on attached Rent Rider Exhibit 'E1'.*

All other Lease terms shall remain in force as contained in the Original Lease, which provisions are incorporated herein by reference.

The Lease Agreement shall become a part of the Original Lease and shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Landlord: Bethlehem Village Associates  
C/o Legend Management Services  
1001 East Hector Street, Suite 120  
Conshohocken, PA 19428

Tenant: Express Dry Cleaners  
Bethlehem Village Shoppes  
3650 Nazareth Pike  
Bethlehem, PA 18017

See Affidavit of Saleem Mawji in Opposition to the Powell Defendants' Motion for Summary Judgment at Exhibit "L" (emphasis added). The Amendment is signed by Katherine Wood as owner and President of Express Dry Cleaners. It also bears the signatures of two witnesses.<sup>14</sup> The second page of the document, the Rent Rider Exhibit "E1," lists the increased rental amounts for each year from October of 2009 through September of 2014 as follows:

10/1/09—9/30/10—\$2,502.67  
10/1/10—9/30/11—\$2,552.72  
10/1/11—9/30/12—\$2,603.77  
10/1/12—9/30/13—\$2,655.85  
10/1/13—9/30/14—\$2,708.97

*Id.*

<sup>14</sup> The document is not signed by a representative of Plaintiff/landlord.

## Undocumented Period

1992-1997

What took place between 1992 and 1997 is not documented. Defendant Katherine Wood testified at her deposition as follows pertaining to that time period:

Q. Did you know when you took over the lease in 1990 that it was a five-year lease and three years had expired already such that it was going to run out technically in two years, like 1992?

A. Yes.

Q. What happened in 1992? We know you stayed. We know you stayed on. What happened in terms of the lease being extended?

A. There were three—two—I don't remember if it was two or three five-year options. So we went with the first five-year option.

Q. Sounds perfectly logical to me. Was there any paperwork that you had to do to take—accept the first five-year option? In other words, did you have to write a letter, did you have to—I don't know. We didn't do e-mails back then. Maybe.

A. Oh, please, I can't do emails. I think Bill came by with paperwork for me to sign, but I don't remember who signed it, if I signed it or if Mark signed it and we had to have a witness. I don't remember how that worked.

Q. Was it your understanding, whenever this occurred in 1992, that you were basically reupping the lease for another five years?

Mr. Bresset: Objection as to the form only to the extent that it may call for a legal conclusion. I understand you are asking only for her understanding. I understand that.

A. As far as I understood, yes.

Q. You didn't get a new lease in 1992, you got a paper that said we are extending the lease or renewing the lease?

A. I don't honestly remember.

Q. *You don't remember. Okay. But in any event, you signed a document which in your mind effectively extended the lease another five years, correct?*

A. *Correct.*

Q. *Was the rent different? Was it raised at all then for the next five years?*

A. *Yes.*

Q. And you believe there may have been documents signed. I take it by the look on your face you don't have those documents anymore, correct?

A. No, I don't.

Q. Did you ever get copies of those documents and put them somewhere or do you not even remember getting copies of them?

A. I don't remember getting copies of them. Here again with the assumptions, but Bill being Bill would have made sure I had copies. He sent everything. He always sent stuff in the mail or if he was on premise.

Notes of Testimony "N.T." Katherine Wood Dep. 11/30/15 at pp. 93-95 (emphasis added).

Katherine Wood was questioned regarding whether Powellwood was a holdover tenant during the period from 1997 to 2000, as follows:<sup>15</sup>

Q. I don't expect you to remember the details of the document, but is this the type of document that you would have signed to renew your lease that would then take us from '97 to 2002, another five years?

Actually I take that back. Let me strike that question.

I don't expect you to remember the exact terms of the document. If you look at Exhibit A1, it looks like it's talking about annual rent for '97, '98 and '99. It looks like three years there. Do you see that?

A. It says '98, '99, 2000, yes.

Q. So when I look at this, it looks like a document intended to renew the lease just for three years at that point. Do you see that?

A. Yes.

Q. Do you remember ever signing an amendment to the lease that renewed it for just three years as opposed to five?

A. Hmm.

Q. Do you know if you or your husband signed this document and returned a copy to Judith Robey at Suburban Property Management?

A. We may have.

Q. In any event, you stayed. You were still there from '97 to '98?

A. Exactly.

Q. And I take it you then would have been paying a higher rent?

<sup>15</sup> There is an unsigned written lease extension in the record pertaining to this time period. See *supra*. There is no testimony of record regarding a holdover tenancy from 1992-1997.

A. Oh, yes.

Q. Regardless of whether you recall signing this document or not, you remained held over on the lease and just paid a slightly—

A. That's my understanding.

Mr. Bresset: Objection as to the form.

Mr. Stellato: I will take that back.

Q. Whatever—whether you remember signing this and sending it back or not, you held over and then for the next year paid a rent that was just higher than whatever the prior year was?

Mr. Bresset: Objection as to the form of the question, the use of the term hold over which calls for a legal conclusion.

Mr. Stellato: A hold over is somebody that has a lease and then stays beyond the lease.

Mr. Bresset: Still calling for a legal conclusion.

Mr. Stellato: I am defining it. I am going to ask her to assume my definition is correct.

Q. The definition of holding over is when you have a lease, it runs out, and you stay on the premises, the landlord agrees to let you stay. You are agreeable to staying and you in some cases have to pay a higher rent for that privilege.

Mr. Bresset: Objection. Finish the question.

Q. Assuming that to be correct, did you remain on the premises under the lease except for the rent being elevated for the year '97 to '98.

Mr. Bresset: Objection as to the form. You can answer if you understand it.

A. We stayed. There was a rent increase. I don't remember how much the rent increase was. I don't understand that this is three years. I thought it was for five.

N.T. Katherine Wood Dep. at pp. 96-99 (emphasis added).

Defendant Mark Wood testified that he was always under the impression that the Lease was in place.

Q. *There was never a time where you didn't have a lease at all?*

A. *Not to my knowledge.*

See Affidavit of Saleem Mawji in Opposition to the Powell Defendants' Motion for Summary Judgment at Exhibit "O," N.T. Mark Wood Dep. p. 92 (emphasis added). Mark Wood also testified he could not recall the years that the Lease was extended, but that he believed Katherine Woods' testimony regarding renewing the Lease every five years, or in some cases, three years, was accurate. See Affidavit of Craig S. Provorny in Support of Motion for Summary Judgment on Behalf of Powell Defendants, Exhibit "S" at pp. 92, 126.

**To Be Continued**

***The Pennsylvania Bar Association  
announces a great new member benefit:***



**InCite™ is an innovative approach to FREE online legal research — available exclusively to Pennsylvania Bar Association members.**

**It is fast, easy and accessible from anywhere. Powered by LexisNexis,™ the leader in legal research, InCite gives lawyers online access to Pennsylvania and federal research information, including court decisions, statutes and codes.**

**Use InCite to manage your research costs and streamline your research procedures.**

**Join the Pennsylvania Bar Association now to take advantage of this new members-only benefit.**

LexisNexis is a registered trademark of Reed Elsevier Properties Inc. used under license. ©2002 LexisNexis, a division of Reed Elsevier Inc. All rights reserved.

**For an InCite  
demo, visit  
[www.pabar.org](http://www.pabar.org)  
and click on  
InCite.**

**For more  
information,  
or to join the  
PBA, call  
1-800-932-0311  
or visit  
[www.pabar.org](http://www.pabar.org).**



**Northampton County Bar Association**

**Notification of Change Form**

In order to maintain up-to-date information on all members and subscribers of the *Reporter*, complete the form below and return it to the NCBA Office whenever you have a change and/or addition to your address, telephone number, fax number or e-mail address. *Return to:* Northampton County Bar Association, 155 South Ninth Street, Easton, PA 18042-4399, FAX: (610) 258-8715.

***Previous information:***

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

***New information:***

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_





---

---

## PERIODICAL PUBLICATION

\* Dated Material. Do Not Delay. Please Deliver Before Monday, May 1, 2017