

Northampton County Reporter

(USPS 395-280)

VOL.LIV

EASTON, PA February 16, 2006

NO.59

**The Charter Oak Fire Insurance Company, Plaintiff v.
The Woodring-Roberts Corporation, Seltzer Insurance Agency, Inc.
and James Schintz, Defendants**

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INSERTS: Purple: 1. "Secrets of the Code"

2. "A Legal Nurse ... What?"

3. Quarterly Association Meeting

4. 2006 Calendar of Events

Cream: NCBA Young Lawyers Division

NOTICE TO THE BAR ...

Northampton County Rule of Civil Procedure N1920.51(h)—Administrative Order
2006-2—Transcript of Contested Hearings in Divorce Cases—See page 35.

Supreme Court of Pennsylvania Orders—see page 36.

Due to the Good Friday holiday on Friday, April 14, 2006, Custody Conferences
scheduled for that day have been rescheduled for Wednesday, April 12, 2006.

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Northampton County Reporter

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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.

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Robert C. Brown, Jr., Esquire

Editor

NOTICES TO NCBA MEMBERS—BAR NEWS

ESP ADMISSION TO U.S. COURT OF APPEALS FOR THE THIRD CIRCUIT AND U.S. DISTRICT COURT FOR EASTERN DISTRICT, PA

—For anyone interested in obtaining admission to the U.S. Court of Appeals for the Third District and/or the U.S. District Court for the Eastern District, PA, Judge Franklin S. Van Antwerpen (3d Cir.) has indicated that he would be willing to perform the swearing-in ceremony locally if there are enough interested attorneys. It would probably occur sometime in the spring.

The admission costs/fees are \$190 for the Third Circuit and \$175 for the E.D.PA. Additional information is available from each court's website and administrator's office.

If you would like to participate, please notify the Northampton County Bar Association Office at 610-258-6333 or by email at marybeth@norcobar.org no later than MARCH 15, 2006.

ESP 2006 BENCH BAR CONFERENCE—Save the Date! The Bench Bar Conference is scheduled for Friday, October 27 and Saturday, October 28, 2006 at Mohonk Mountain House, New Paltz, NY. Visit www.mohonk.com for information on the resort.

ESP INCLUDED IN THIS ISSUE:

- **YLD Event**—New Lawyers Celebration at “The Standard,” Thursday, February 23, 2006. Registration form inside.
- **Quarterly Association Meeting**—Thursday, March 16, 2006. Registration form inside.
- **Lunch Lecture: “Secrets of the Code”**—February 22, 2006 presented by Hon. Mark I. Bernstein; registration form inside
- **Lunch Lecture: “A Legal Nurse ... What?”**—March 15, 2006 presented by Douglas Jugan, BSN, RN
- **NCBA** Calendar of Events, PBI Seminars and Committee Meeting schedule

ESP MARK YOUR CALENDAR

Wednesday, February 22—Lunch Lecture: “Secrets of the Code”

Wednesday, March 15—Lunch Lecture: “A Legal Nurse ... What?”

Thursday, March 16—Quarterly Association Meeting

Friday, March 31—Reception for the Court at Silver Creek Country Club

Thursday, April 20—NCBA/BALC Joint Dinner Meeting at the Holiday Inn, Bethlehem

Monday, May 1—Law Day

ESP “Always listen to experts. They’ll tell you what can’t be done and why. Then do it.” ... Robert A. Heinlein

ESTATE NOTICES

Notice is hereby given that in the estate of the decedents set forth below the Register of Wills has granted letters, testamentary or of administration to the persons named. All persons having claims or demands against said estates are requested to make known the same, and all persons indebted to said estates are requested to make payment without delay to the executors or administrators or their attorneys named below.

FIRST PUBLICATION**AHNER, DORIS Y.,** dec'd.

Late of Walnutport, Northampton County, PA

Executrix: Susan Y. Arner, 459 Lafayette Avenue, Palmerton, PA 18071

Attorneys: David B. Shulman, Esquire, Shulman, Shabbick & Ettinger, 1935 Center Street, Northampton, PA 18067

BOHONOS, JOSEPH, dec'd.

Late of 4522 Timberline Road, Walnutport, Lehigh Township, Northampton County, PA

Administratrix: Mrs. Linda K. Taras, 4193 Mountain View Drive, Walnutport, PA 18088

Attorneys: Gerald F. Strubinger, Jr., Esquire, Strubinger Law Offices, P.C., 505 Delaware Avenue, P.O. Box 158, Palmerton, PA 18071

DIACSUK, JOHN, dec'd.

Late of the Township of Plainfield, Northampton County, PA
 Executor: John Diacsuk 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

DONCHEZ, LOUISE T. a/k/a LOUISE DONCHEZ, dec'd.

Late of the City of Bethlehem, Northampton County, PA
 Executrix: Marguerite Donovan, 16 York Way, Hockessin, DE 19707

Attorneys: James J. Holzinger, Esquire, Boyer, Holzinger & Harak, 1216 Linden Street, P.O. Box 1409, Bethlehem, PA 18016

FELKER, CHARLES C., dec'd.

Late of the Township of Upper Mt. Bethel, Northampton County, PA

Executor: David P. Felker, c/o Stanley M. Vasiliadis, Esquire, 65 East Elizabeth Avenue, Suite 400, Bethlehem, PA 18018

Attorneys: Stanley M. Vasiliadis, Esquire, 65 East Elizabeth Avenue, Suite 400, Bethlehem, PA 18018

FRATIPIETRO, HERMINA M., dec'd.

Late of the Township of Upper Nazareth, Northampton County, PA

Co-Executrices: Rosemarie A. McGee, 1917 Hart Street, Bethlehem, PA 18017 and Sheila Sheats Wietecha, 400 S. Prospect Street, Nazareth, PA 18064

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

GOLEBOSKI, JOHN, dec'd.

Late of Bath, Northampton County, PA

Executor: James J. Kelly c/o P. Christopher Cotturo, Esquire, Attorney-at-Law, 75 Bangor Junction Road, Bangor, PA 18013

Attorneys: P. Christopher Cotturo, Esquire, Attorney-at-Law, 75 Bangor Junction Road, Bangor, PA 18013

LIPSKY, AGNES M., dec'd.

Late of Hellertown, Northampton County, PA

Executor: Michael H. Kurtz, c/o Fox Williamson Mattioli, P.C., 1012 W. Broad Street, Bethlehem, PA 18018

Attorneys: Fox Williamson Mattioli, P.C., 1012 W. Broad Street, Bethlehem, PA 18018

MARTINO, SALVATORE N., dec'd.

Late of the Borough of Roseto, Northampton County, PA

Administrator: Nicholas S. Martino, c/o McFall, Layman & Jordan, P.C., Attorneys at Law, 134 Broadway, Bangor, PA 18013

Attorneys: McFall, Layman & Jordan, P.C., Attorneys at Law, 134 Broadway, Bangor, PA 18013

PAVELCZE, ELIZABETH, dec'd.

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

Executor: Louis Pavelcze, Jr., c/o John J. Bartos, Esquire, 3976 Township Line Road, Bethlehem, PA 18020

Attorney: John J. Bartos, Esquire, 3976 Township Line Road, Bethlehem, PA 18020

SALANDY, DANE A., dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Executor: Selwyn Salandy, c/o John J. Bartos, Esquire, 3976 Township Line Road, Bethlehem, PA 18020

Attorney: John J. Bartos, Esquire, 3976 Township Line Road, Bethlehem, PA 18020

SANDT, RUTH E., dec'd.

Late of Forks Township, Northampton County, PA

Executors: Francis C. Sandt, 1321 Liberty Street, Easton, PA 18042 and Robert J. Sandt, 416 Nazareth Drive, Nazareth, PA 18064

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

STOCKER, GEORGE B., dec'd.

Late of the Township of Palmer, Northampton County, PA

Administratrices: Christine S. Weiland, 1981 Bushkill Drive, Easton, PA 18040, Elenora Kachline, R.R. 5, Box 5220, Kunkletown, PA 18058, Virginia S. Brodt, 6449 Abbey Road, Wind Gap, PA 18091 and Carolyn Knauss, 604 High Street, Tatamy, PA 18085

Attorneys: Paul J. Harak, Esquire, Boyer, Holzinger & Harak, 1216 Linden Street, P.O. Box 1409, Bethlehem, PA 18016

ZANAKOS, IRENE S., dec'd.

Late of the Township of Hanover, Northampton County, PA

Executrix: Keri Z. Kelly c/o Stanley M. Vasiliadis, Esquire,

65 East Elizabeth Avenue,
Suite 400, Bethlehem, PA
18018

Attorney: Stanley M. Vasil-
iadis, Esquire, 65 East Eliza-
beth Avenue, Suite 400,
Bethlehem, PA 18018

SECOND PUBLICATION

CHASE, JUDITH H., dec'd.

Late of the Township of Forks,
Northampton County, PA

Executrix: Susan C. Nye, c/o
Daniel E. Cohen, Attorney,
Laub, Seidel, Cohen, Hof &
Reid, L.L.C., 8 Centre Square,
Easton, PA 18042

Attorneys: Daniel E. Cohen,
Attorney, Laub, Seidel, Cohen,
Hof & Reid, L.L.C., 8 Centre
Square, Easton, PA 18042

DOZER, HELEN M., dec'd.

Late of the City of Bethlehem,
Northampton County, PA

Executor: Walter S. Dozer, c/o
McKinley C. McAdoo, Esquire,
McCausland, Keen & Buck-
man, P.C., 259 N. Radnor
Chester Road, Suite 160,
Radnor, PA 19087

Attorneys: McKinley C. Mc-
Adoo, McCausland, Keen &
Buckman, P.C., 259 N. Radnor
Chester Road, Suite 160,
Radnor, PA 19087

HILLE, KATHRYN L., dec'd.

Late of the City of Bethlehem,
Northampton County, PA

Executor: Scott Hain, c/o
Harry Newman, Esquire, 915
West Broad Street, Bethlehem,
PA 18018

Attorney: Harry Newman, Es-
quire, 915 West Broad Street,
Bethlehem, PA 18018

HUGHES, CAROLINE M., dec'd.

Late of the Borough of Pen
Argyl, Northampton County,
PA

Executrices: Anita Jo Allen
and Pamela Jean Freeman, c/o
Daniel E. Cohen, Attorney,
Laub, Seidel, Cohen, Hof &
Reid, L.L.C., 8 Centre Square,
Easton, PA 18042

Attorneys: Daniel E. Cohen,
Attorney, Laub, Seidel, Cohen,
Hof & Reid, L.L.C., 8 Centre
Square, Easton, PA 18042

LICHTENWALNER, DANIEL O.,
dec'd.

Late of the Township of Forks,
Northampton County, PA

Executrix: Joan B. Lichten-
walner, c/o Daniel E. Cohen,
Attorney, Laub, Seidel, Cohen,
Hof & Reid, L.L.C., 8 Centre
Square, Easton, PA 18042

Attorneys: Daniel E. Cohen,
Attorney, Laub, Seidel, Cohen,
Hof & Reid, L.L.C., 8 Centre
Square, Easton, PA 18042

LIIRO, SANTO, dec'd.

Late of the Borough of Bangor,
Northampton County, PA

Executrix: Marie Letwinch
c/o David J. Ceraul, Esquire,
22 Market Street, P.O. Box 19,
Bangor, PA 18013-0019

Attorney: David J. Ceraul,
Esquire, 22 Market Street, P.O.
Box 19, Bangor, PA 18013-
0019

MOWREY, SYLVANUS F., dec'd.

Late of Bethlehem, Northamp-
ton County, PA

Co-Executors: Dwight F.
Mowrey and Sylvia A. Mowrey
c/o Judith A. Harris, Esquire,
Tallman, Hudders & Sorren-
tino, P.C., The Paragon Cen-
tre, 1611 Pond Road, Suite
300, Allentown, PA 18104-
2258

Attorneys: Judith A. Harris,
Esquire, Tallman, Hudders &

Sorrentino, P.C., The Paragon Centre, 1611 Pond Road, Suite 300, Allentown, PA 18104-2258

MURATORE, ANGELO J., a/k/a ANGELO JOSEPH MURATORE, dec'd.

Late of the Borough of Hellertown, Northampton County, PA

Executrix: Susan Injaian, c/o Victor F. Cavacini, Esquire, Gross, McGinley, LaBarre & Eaton, LLP, 33 South 7th St., P.O. Box 4060, Allentown, PA 18105

Attorneys: Victor F. Cavacini, Esquire, Gross, McGinley, LaBarre & Eaton, LLP, 33 South 7th St., P.O. Box 4060, Allentown, PA 18105

POSIPANKO, STEPHEN, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executrix: Marie Spisak c/o Mary Ann Snell, Esquire, 3400 Bath Pike, Bethlehem, PA 18017-2485

Attorney: Mary Ann Snell, Esquire, 3400 Bath Pike, Bethlehem, PA 18017-2485

POWELL, ANTON S., dec'd.

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

Executors: Shirley Krock and James Powell, c/o Alfred S. Pierce, Esquire, Pierce & Dally, LLP, 124 Belvidere Street, Nazareth, PA 18064

Attorneys: Alfred S. Pierce, Esquire, Pierce & Dally, LLP, 124 Belvidere Street, Nazareth, PA 18064

REICHE, SHIRLEY L., dec'd.

Late of the Township of Washington, Northampton County, PA

Executor: Kevin Reiche, c/o McFall, Layman & Jordan, P.C., Attorneys at Law, 134 Broadway, Bangor, PA 18013
Attorneys: McFall, Layman & Jordan, P.C., Attorneys at Law, 134 Broadway, Bangor, PA 18013

SCHWEITZER, ROBERT W., dec'd.

Late of Bethlehem, Northampton County, PA

Executor: Richard J. Schaedler, c/o Kevin J. Kelleher, Esquire, 901 West Lehigh Street, Suite 200, Bethlehem, PA 18018

Attorney: Kevin J. Kelleher, Esquire, 901 West Lehigh Street, Suite 200, Bethlehem, PA 18018

SELKO, JOHN J., dec'd.

Late of Hanover Township, Northampton County, PA

Executrix: Cali L. Selko Zawarski, 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

TRINKLE, GERALDINE J., dec'd.

Late of Bethlehem, Northampton County, PA

Executor: Charles G. Trinkle c/o John W. Rybak, Esquire, 408 Adams Street, Bethlehem, PA 18105

Attorney: John W. Rybak, Esquire, 408 Adams Street, Bethlehem, PA 18105

THIRD PUBLICATION

BOWSER, JOAN M. a/k/a JOAN BOWSER, dec'd.

Late of 5364 Colony Drive, Bethlehem, Northampton County, PA

Administrator: Richard M. Bowser, Jr., 6180 Pond View Terrace, Bath, PA 18014
Attorneys: Stevens & Lee, 190 Brodhead Road, Suite 200, P.O. Box 20830, Lehigh Valley, PA 18002-0830

CAHOON, HAZEL, dec'd.

Late of the Borough of Wilson, Northampton County, PA
Executrix: Marianne McKay, 475 Royal Manor Road, Easton, PA 18042

DIOMEDO, MARY a/k/a MARY DOMINE, dec'd.

Late of the City of Easton, Northampton County, PA
Executrix: Dorothy C. Homoki, 1531 Tatamy Road, Easton, PA 18045
Attorneys: Dennis A. DeEsch, Esquire, Minotti & DeEsch, 2240 Northampton Street, Easton, PA 18042

GMITTER, MICHAEL L., dec'd.

Late of East Allen Township, Northampton County, PA
Executrix: Linda Ann Herner, 1089 Walnut Drive, Danielsville, PA 18038
Attorney: Daniel G. Spengler, Esquire, 110 East Main Street, Bath, PA 18014

HECKMAN, ANNA M., dec'd.

Late of the Borough of Bath, Northampton County, PA
Co-Executors: Larry E. Heckman and Leonard A. Heckman c/o Gregory R. Reed, Esquire, Attorney-at-Law, 141 South Broad Street, P.O. Box 299, Nazareth, PA 18064-0299
Attorney: Gregory R. Reed, Esquire, Attorney-at-Law, 141 South Broad Street, P.O. Box 299, Nazareth, PA 18064-0299

KROMER, RONALD C. a/k/a RONALD KROMER, dec'd.

Late of Northampton Borough, Northampton County, PA

Executrix: Barbara Szerensits c/o Frank M. Skrapits, Esquire, Affiliated with Steckel and Stopp, 2152 Main Street, Northampton, PA 18067-1211
Attorneys: Frank M. Skrapits, Esquire, Affiliated with Steckel and Stopp, 2152 Main Street, Northampton, PA 18067-1211

MILLER, MILDRED F., dec'd.

Late of the Borough of Bangor, Northampton County, PA
Executrix: Doris Miller Horn c/o McFall, Layman & Jordan, P.C., Attorneys at Law, 134 Broadway, Bangor, PA 18013
Attorneys: McFall, Layman & Jordan, P.C., Attorneys at Law, 134 Broadway, Bangor, PA 18013

PREMORE, LEWIS N. a/k/a LEWIS N. PREDMORE, dec'd.

Late of the Township of Upper Mt. Bethel, Northampton County, PA

Administratrix: Alyce L. Thomas c/o McFall, Layman & Jordan, P.C., Attorneys at Law, 134 Broadway, Bangor, PA 18013

Attorneys: McFall, Layman & Jordan, P.C., Attorneys at Law, 134 Broadway, Bangor, PA 18013

RISSMILLER, STERLING D., dec'd.

Late of the Township of Bushkill, Northampton County, PA
Co-Executors: John S. Rissmiller, Coleen J. Seng, Rodney L. Rissmiller and Brian S.

Rissmiller c/o Gregory R. Reed, Esquire, Attorney-at-Law, 141 South Broad Street, P.O. Box 299, Nazareth, PA 18064-0299

Attorney: Gregory R. Reed, Esquire, Attorney-at-Law, 141 South Broad Street, P.O. Box 299, Nazareth, PA 18064-0299

SOPKO, PAULINE, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executrix: Victoria Werner c/o Mary Ann Snell, Esquire, Suite 311, 3400 Bath Pike, Bethlehem, PA 18017

Attorney: Mary Ann Snell, Esquire, Suite 311, 3400 Bath Pike, Bethlehem, PA 18017

VOORHEES, MIRIAM GRACE a/k/a MIRIAM GRACE HOWELLS, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executrix: Carol G. Voorhees, 921 North 32nd Street, Allentown, PA 18104

Attorneys: James A. Bartholomew, Esquire, Scoblionko, Scoblionko, Muir, Bartholomew & Melman, 40 South Fifth Street, Allentown, PA 18101

WHITEHEAD, DORIS W., dec'd.

Late of the Township of Washington, Northampton County, PA

Executrix: Melissa Jones c/o Alfred S. Pierce, Esquire, I.D. No. 21445, Pierce & Dally, LLP, 124 Belvidere Street, Nazareth, PA 18064

Attorneys: Alfred S. Pierce, Esquire, I.D. No. 21445, Pierce & Dally, LLP, 124 Belvidere Street, Nazareth, PA 18064

NOTICES OF INCORPORATION

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a Certificate of Incorporation to be organized under the provisions of the Pennsylvania Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, No. 177, as amended.

The name of the corporation is:
BLUE STAR QUIK STOP, INC.

The Articles of Incorporation were filed on January 17, 2006 and the number is 572935. The purpose for which the corporation has been organized is: gas and convenience store. This corporation is incorporated under the Business Corporation Law of Pennsylvania of 1988 (1988, Dec. 21, P.L. 1444, No. 177, Section 103).

EDWARD L. REDDING, ESQUIRE
548 North New Street
Bethlehem, PA 18018

Feb. 16

NOTICE IS HEREBY GIVEN that Articles of Incorporation will be filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a Certificate of Incorporation pursuant to the provisions of the Pennsylvania Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, No. 177, as amended.

The name of the proposed corporation is:

GORMAN & ASSOCIATES, P.C.

The purpose for which the corporation has been organized is: Certified Public Accountants. The proposed corporation is to be incorporated under the Pennsylvania Busi-

ness Corporation Law of Pennsylvania of 1988, approved December 21, 1988, P.L. 1444, No. 177, as amended.

KEITH D. CACCIATORE,
ESQUIRE

2045 Westgate Drive
Suite 302
Bethlehem, PA 18017

Feb. 16

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed and approved by the Pennsylvania Department of State on February 1, 2006, in accordance with the provisions of the Business Corporation Law of December 21, 1988, as amended, for the incorporation of:

JC ICE, INC.

Raymond C. Rinaldi, II, Esquire
Rinaldi & Poveromo, P.C.
520 Spruce Street
P.O. Box 826
Scranton, PA 18501

Feb. 16

NOTICE IS HEREBY GIVEN that Articles of Incorporation for Profit were filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg on April 30, 2003, for the purpose of obtaining a Certificate of Incorporation of a business corporation to be organized under the provisions of the Pennsylvania Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, No. 177, as amended.

The name of the corporation is:
SCHMAUDER EXCAVATING, INC.

William C. Schmauder,
President
Feb. 16

**FICTITIOUS NAME
REGISTRATION NOTICE**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Act 295 of 1982 (54 Pa. C.S.A. §311) of the

filing in the Office of the Secretary of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, on January 27, 2006, of a fictitious name registration for the conduct of a business in Northampton County, Pennsylvania, under the assumed or fictitious name, style or designation of:

**J. WILSON'S EVERYDAY
GOURMET**

with its registered place of business at: 3912 Scherman Boulevard, Bethlehem, Northampton County, Pennsylvania.

The individual interested in the said business is: Jennifer Wilson.

BOYER, HOLZINGER & HARAK
1216 Linden Street
P.O. Box 1409
Bethlehem, PA 18016

Feb. 16

**LIMITED LIABILITY COMPANY
NOTICES**

NOTICE IS HEREBY GIVEN that the Certificate of Organization has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purposes of obtaining a Certificate of Organization of a proposed business corporation to be organized under the provisions of the Pennsylvania Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, No. 177, as amended.

The name of the limited liability company is:

BPTM, L.L.C.

The Certificate of Organization has been filed on December 13, 2005.

JAMES F. PRESTON, ESQUIRE
BROUGHAL & DeVITO, L.L.P.
38 West Market Street
Bethlehem, PA 18018

Feb. 16

NOTICE IS HEREBY GIVEN that a Certificate of Organization-Domestic Limited Liability Company has been filed with the Department of State for the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purpose of obtaining a Certificate of Organization under the provisions of Title 15, Corporations and Unincorporated Associations at 15 Pa. C.S.A. 8901 et seq., approved December 7, 1994, P.L. 703, No. 106(4).

The name of the Domestic Limited Liability Company is:

SCHULTZ WATER SYSTEMS, LLC

The Certificate of Organization was filed on January 26, 2006.

PRESTON W. MORITZ, ESQUIRE
PETERS, MORITZ, PEISCHL,
ZULICK & LANDES, LLP
Attorneys

1 South Main Street
Nazareth, PA 18064-2083

Feb. 16

ASSOCIATE

Busy Bethlehem Law Office seeking 1-2 Associates with an interest in Family Law and Real Estate Development/Municipal practice and litigation. Multi-County practice primarily in Northampton and Lehigh Counties.

Please fax resume in confidence to (610) 923-3523.

Feb. 9, 16

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Annual Meeting of the members of Nazareth Mutual Insurance Company will be held at the office of the Company, 114 South Main Street, Nazareth, Pennsylvania, on Saturday, March 11, 2006, at ten o'clock A.M., local time, for:

1. Election of three directors, each to serve for a three-year term; and

2. The transaction of such other business as may properly come before the meeting.

3. Proxy ballots are available, may be obtained from the company by policyholder request and submitted prior to the above date.

Charles E. Houck
President

Attest: Charmaine E. Bartholomew,
Secretary

Preston W. Moritz, Esquire,
Attorney

Feb. 9, 16, 23

SHERIFF'S SALE OF VALUABLE REAL ESTATE

The following real estate will be sold by the Sheriff of Northampton County, Pennsylvania, on March 10, 2006 at ten o'clock a.m. in the COUNCIL CHAMBERS, FOURTH 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 delinquent taxes certified to the Sheriff's Office. Any current taxes are the responsibility of the purchaser.

No. 1

BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2005-006897

ALL THAT CERTAIN piece or parcel of land with the tenements thereon erected, situate in the Borough of Walnutport, County of Northampton, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake on the West side of Carbon Street, thence along said West side of Carbon Street, South Forty (40') feet to a stake and line of lands now or late

of Ellen J. Heffelfinger; thence West along the same one hundred and thirty-two (132) feet to a stake and line of lands now or formerly of the Central Railroad of New Jersey, thence along the same North Forty (40) feet to a stake and line of land now or formerly of the Estate of Owen William, property now or late of Wilson Keichner, thence along the same East, one hundred and thirty-two (132) feet to a stake and place of Beginning.

Being known as 518 Washington Street, Walnutport, Pa., Northampton County.

SUBJECT TO ALL covenants, restrictions, reservations, easements, conditions and rights appearing of record; and SUBJECT to any state of facts an accurate survey would show.

BEING KNOWN AS: 518 Washington Street, Walnutport, PA 18088.

PROPERTY ID NO.: J2SW1C-9-2.

TITLE TO SAID PREMISES IS VESTED IN Sandra Fennell, as sole owner by deed from Robert J. Hewitt dated 3/18/04 recorded 3/26/04 in Deed Book 2004-1 Page 113132.

THEREON BEING ERECTED a two story single dwelling with aluminum siding, stone and wood exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Sandra Fennell.

MARK J. UDREN, ESQUIRE

No. 2
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2004-001141

ALL THAT CERTAIN messuage, tenement and lot or piece of ground with the buildings thereon erected, situated, lying and being in the City

of Bethlehem, County of Northampton and State of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a point sixteen (16') feet South of the Southwest corner of Maple and Garrison Streets, which point is also the extension of a certain party wall between premises herein conveyed and premises immediately to the North known as 719 Maple Street and which party wall is the controlling monument in this description; thence in a westerly direction through the center line of said party wall a distance of seventy-seven (77') feet to a point; thence in a northerly direction parallel to Maple Street a distance of Sixteen (16') feet to the southerly side of Garrison Street; thence along the southerly side of Garrison Street; thence along the southerly side of Garrison Street in a westerly direction a distance of three (3') feet to a point; thence in a southerly direction parallel to Maple Street a distance of thirty-two (32') feet to a point in the property line of the premises herein conveyed and the Northern property line of premises known as 715 Maple Street; thence in an easterly direction parallel to Garrison Street and through a certain party wall between premises herein conveyed and premises known as 715 Maple Street a distance of eighty (80') feet to a point on the westerly side of Maple Street; thence along the westerly side of Maple Street in a northerly direction a distance of sixteen (16') feet to the point and place of BEGINNING.

BEING KNOWN AS 717 Maple Street according to present city numbering.

ALSO BEING KNOWN AS NORTHAMPTON COUNTY UNI-

FORM PARCEL IDENTIFIER NO.:
MAP: P6NE2A. BLOCK: 20. LOT:
4A.

TOGETHER with all the rights, and privileges created for the benefit of the owners of 717 Maple Street in a certain Agreement dated the 31st day of May, 1950 and recorded in Miscellaneous Book 110 at page 61, for the purpose of installing, maintaining, replacing and repairing sewer lines extending from Garrison Street through premises known as 719 Maple Street to the premises herein described.

BEING the same premises which Michael Hudock, widower by Deed dated September 17, 1999 and recorded in the Philadelphia County Recorder of Deeds Office on September 22, 1999 in Deed Book JTD 1999-1 Page 144317, granted and conveyed unto Kim Debra Miskevish a/k/a Kim D. Miskevish, unmarried.

THEREON BEING ERECTED a two story brick row dwelling with slate roof.

SEIZED AND TAKEN into execution of the writ as the property of Kim D. Miskevish a/k/a Kim Debra Miskevish.

JOSEPH REJENT, ESQUIRE

No. 3
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-002505

ALL THOSE CERTAIN lots or pieces of land with the buildings and improvements thereon erected, and situate on the south side of Wolf Street in the City of Easton, County of Northampton and State of Pennsylvania, more particularly bounded and described as follows, to wit:

TRACT NO. 1:

ALL THAT CERTAIN lot or piece of ground situate on the south side

of said Wolf Street containing in front on said Wolf Street in the City of Easton containing in front on said Wolf Street 120 feet, more or less, and extending of that same width southwardly 313 feet, more or less, to lands of the central Railroad of New Jersey, bounded on the north by said Wolf Street, on the east by lands now or late of Charles Kolb, on the south by the land of the Central Railroad of New Jersey, and on the west by land of the City of Easton, being Tract No. 2 hereinafter described.

TRACT NO. 2:

ALL THAT CERTAIN lot or piece of ground situate on the south side of said Wolf Street containing in front on said Wolf Street one hundred sixty-two and ninety-three (162.93') feet situate immediately to the west of Tract No. 1, above described, and more particularly bounded and described as follows, to wit:

BEGINNING at a point on the south building line of said Wolf Street, being also the northwest corner of Tract No. 1 above described; thence along the western boundary of said Tract No. 1 South no degrees thirty minutes West, two hundred eighty-two and ninety-eight one hundredths feet (S. 0° 30' W. 282.98') more or less to a point; thence North eighty-nine degrees thirty minutes West, one hundred fifty-seven and fifty-five one hundredths feet (N. 89° 30' W. 157.55') to a corner; thence North no degrees thirty minutes East, two hundred forty-one and five tenths feet (N. 0° 30' E. 241.5') to a point on said south building line of Wolf Street; thence along said south building line of Wolf Street North seventy-five degrees

forty-five minutes East, one hundred sixty-two and ninety-three one hundredths feet (N. 75° 45' E. 162.93') more or less to the point and place of beginning.

BOUNDED on the east by Tract No. 1 above described, on the south and west by land now or late of John Brown, and on the north by Wolf Street.

Northampton County Tax Parcel number: L9SE1C-26-10.

BEING KNOWN AS 734 Wolf Avenue, Easton, Pennsylvania.

THEREON BEING ERECTED a one story commercial brick building with flat roof.

SEIZED AND TAKEN into execution of the writ as the property of Gurshinder Matharu and Harcharan Matharu.

DAWN M. SCHMIDT, ESQUIRE

No. 4

**BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-002513**

ALL THAT CERTAIN lot or piece of land and the western one-half of a double frame dwelling thereon erected, known as 625 Berwick Street, in the City of Easton, County of Northampton and State of Pennsylvania, and described as follows to wit:

CONTAINING in front on the North side of said Berwick Street, approximately twenty (20) feet and extending of that width Northwardly between parallel lines one hundred and forty (140) feet more or less to Hoyt Alley. The Eastern boundary line being the line of the middle partition wall of the double frame dwelling erected on these premises and the premises bounding these premises on the East.

THE ABOVE REFERRED TO PREMISES are also bounded and described as follows:

BEGINNING at a point of the North side of Berwick Street, said point of beginning being 180 feet West of the intersection of the northern building line of Berwick Street and the western building line of Reynolds Street; the western building line of Reynolds Street; thence West 20 feet along the North side of Berwick Street to a point, property now or late of Doris J. Shellenberger; thence northwardly 140 feet, more or less, to Hoyt Alley; thence along the South side of Hoyt Alley East 20 feet to property now or late of Floyd M. and Gertrude Shafer; thence southwardly 140 feet, more or less, to the North side of Berwick Street, the point, the place of beginning.

BOUNDED on the north by Hoyt Alley, on the east by property of the said Floyd M. and Gertrude Shafer, on the south by said Berwick Street, and on the West by property now or late of the said Doris J. Shellenberger.

Northampton County Tax Parcel number: L9SE4C-24-6A.

THEREON BEING ERECTED a two story one-half of a double dwelling with aluminum siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Shirley A. Choice.

DAWN M. SCHMIDT, ESQUIRE

No. 5

**BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-007118**

ALL THAT CERTAIN message or tenement and tract or parcel of land situate along the westerly side of the Public Road leading from Freemansburg to Butztown, between Fairview Street and Keystone Street, and being all of lots num-

bered 1754, 1755, 1810 and 1811, and the northerly 0.71 feet of lots numbered 1753 and 1809, as shown on Map or Plan of Bethlehem Annex, in the Township of Bethlehem, County of Northampton and Commonwealth of Pennsylvania, bounded and described according to a survey thereof, made the 13th day of October, 1948, by Leonard M. Fraivillig Company, Engineers, Bethlehem, Pennsylvania, as follows, to wit:

BEGINNING at a point on the westerly side of Freemansburg-Butztown Road, distance two hundred twenty-four and twenty-nine one-hundredths (224.29) feet northwardly along the said westerly side of the Freemansburg-Butztown Road from its intersection with the northerly side of Fairview Street; thence extending North 4 degrees 00 minutes East along the westerly side of the Freemansburg-Butztown Road, a distance of forty and seventy-one one hundredths (40.71) feet to a point in line of land of Joseph Balazs; thence extending North 86 degrees 00 minutes West along the division line between lots 1811, 1755 and 1812, 1756, as shown on map or plan of Bethlehem Annex, and along land of Joseph Balazs, a distance of two hundred twenty (220) feet to an iron pipe on the easterly side of Second Street; thence extending South 1 degree 00 minutes West along the easterly side of Second Street, a distance of forty and seventy-one one-hundredths (40.71) feet to a point; thence extending South 86 degrees 00 minutes East through and across lots numbered 1753 and 1809 as shown on aforesaid plan, a distance of two hundred twenty (220) feet to the point on the easterly side of Freemans-

burg-Butztown Road, the point the place of beginning.

ALSO KNOWN AS NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER: MAP N7NW3, BLOCK 42, LOT 9.

BEING KNOWN AS: 1925 Willow Park Road, Bethlehem, PA 18020.

PROPERTY ID NO.: N7NW3-42-9.

TITLE TO SAID PREMISES IS VESTED IN Thomas C. Mowery and Christine L. Mowery, husband and wife by deed from Helen Hagy, widow dated 2/26/99 recorded 3/9/99 in Deed Book 1999-1 Page 32461.

THEREON BEING ERECTED a brick bungalow w/attached one-car garage and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Thomas C. Mowery and Christine L. Mowery.

MARK J. UDREN, ESQUIRE

No. 6

**BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2003-003709**

ALL THAT CERTAIN tract, piece or parcel of land situate in the Township of Washington, County of Northampton and State of Pennsylvania being Lot No. 2 of the Subdivision of Property of Reade E. Transue, Jr., as set forth in Plan Book 93, Page 115, bounded and described as follows, to wit:

BEGINNING at an iron pin on the southerly right-of-way line of the State Highway leading from Bangor to Pen Argyl (S.R. 512), a corner also of land of Leon J. Pinto; thence along said highway South 64 Degrees 36 Minutes 58 Seconds East 156.94 Feet to a spike, a corner also of Lot No. 1, which lot is other

land of Reade E. Transue, Jr. grantor hereof, of which this lot is a part; thence along said Lot No. 1 South 25 Degrees 23 Minutes 02 Seconds West 250.00 Feet to an iron pin; thence continuing along the same North 64 Degrees 36 Minutes 58 Seconds West 163.50 Feet to a point on line of land of Leon J. Pinto; thence along said land North 26 Degrees 51 Minutes 49 Seconds East 250.08 Feet to the place of BEGINNING.

CONTAINING 40,042.22 square feet, and being Lot No. 2 according to a Subdivision of Property of Reade E. Transue, Jr., being recorded in Plan Book 93, Page 115.

BEING THE SAME PREMISES which Anthony P. Romano, widower, by his Deed dated April 2, 1999 and recorded in the Office for the Recording of Deeds of Northampton County on September 28, 1999, at Deed Book Volume 1999-1, Page 147517, did grant and convey unto Anthony P. Romano, widower, and David A. Romano, single, as joint tenants with right of survivorship and not as tenants in common.

TAX PARCEL IDENTIFIER NO.: E-9-2-4B.

THEREON BEING ERRECTED a six bay commercial garage w/office.

SEIZED AND TAKEN into execution of the writ as the property of Slate Belt Tire and Auto, Inc., a Pennsylvania Corporation, and Anthony P. Romano, Sr. a/k/a Anthony P. Romano and David A. Romano.

WILLIAM J. MCCARTHY, III,
ESQUIRE

No. 7

**BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
1999-C-05957**

ALL THAT LOT OR CERTAIN piece of land situate, in the Town-

ship of Williams, County of Northampton and State of Pennsylvania bounded and described as follows to wit:

BEGINNING at a point in the road known as Legislative Route 48102 or Tumblecreek Road and also being the corner of Lot #2, thence in said road South 25 degrees 6 minutes 7 seconds East 100.73 feet to a point, thence along Lot #2 the following courses and distances:

1. South 50 degrees 09 minutes 58 seconds West (passing over a point 31.01 feet) 211.92 feet to a point.

2. North 35 degrees 06 minutes West 217.64 feet to a point.

3. North 31 degrees 05 minutes 06 seconds East (passing over a point 186.13 feet) 246.49 feet to the point and place of beginning.

CONTAINING 1.221 acres.

PARCEL: #N8-16-3D-2.

EXCEPTING THEREOUT the portion dedicated for public use.

CONTAINING 0.217 acres.

TITLE to said premises is vested in Franklin A. Fodero, Jr. by Deed from Franklin A. Fodero, Sr. and Catherine E. Fodero and Franklin A. Fodero, Jr., her husband, dated 6/25/98 and recorded 6/30/98 in Deed Book Volume 1998-1 page 83714.

BEING KNOWN AS 175 Tumblecreek Road, Easton, Pennsylvania.

THEREON BEING ERRECTED a ranch style dwelling w/attached one-car garage, wood exterior, and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Franklin A. Fodero.

STEVEN K. EISENBERG,
ESQUIRE

**No. 8
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2003-0000086**

ALL THAT CERTAIN lot or piece of ground situate in the Township of Plainfield, Northampton County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the public road leading from Easton to Wind Gap, thence along land now or late of Jacob Ifterly, South 66 1/2 degrees West 10 perches to an iron pin; thence by lands now or late of Edwin N. Clewell, South 28 1/2 degrees West 4 4/10 perches to a stone; thence by land now or late of Jonathan Stern, North 75 degrees East 13 7/10 perches to an iron pin in said public road and along lands now or late of Slate Belt Traction Co., North 48 degrees West 68 feet 8 inches to the place of BEGINNING.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS 5665 Sullivan Trail, Nazareth, Pennsylvania 18064.

TAX PARCEL: H8SE4-2-5.

BEING THE SAME PREMISES WHICH Leroy C. Wilcox; and Patricia A. Wilcox, his wife by deed dated 5/21/02 and recorded in Deed Book 2002-1, Page 147705 granted and conveyed unto Nicole R. Ebner.

THEREON BEING ERECTED a two story single dwelling with vinyl siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Nicole R. Ebner.

LEON P. HALLER, ESQUIRE

**No. 9
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2003-007423**

ALL THAT CERTAIN tract, piece or parcel of land in the Borough of

Roseto, County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Westerly curb line of Kennedy Drive, a corner of land belonging to Domenic DeRea and Lilly DeRea, his wife; thence along said curb line South 5 degrees 23 minutes West 164 feet, more or less, to a point on line of John Goffredo and Sons, Inc.; thence along said line South 70 degrees 00 minutes West 206.0 feet to an old stone corner; thence North 7 degrees 00 minutes East, along land late of Jacob Godshalk, now of Joseph H. Beers and wife, 191 feet, more or less, to an iron pin, which pin is one and one-half feet South of a black birch tree; thence North 82 degrees 26 minutes East, along land of Domenic DeRea and Lilly DeRea, his wife, first above mentioned, for a distance of 240 feet, more or less, to the point of beginning.

CONTAINING Lot No. 2 in accordance with a Map of The Slate Belt Park Property prepared for Mabel Cascioli by Michael A. Policelli, Registered Engineer, in October 1971 to Drawing Number C-2044.

SAID premises are more accurately described in accordance with a survey made by George J. Collura, Registered Surveyor, October 30, 1978, as follows, to wit:

BEGINNING at a point on the Westerly curb line of Kennedy Drive, a corner of land belonging to Lilly DeRea; thence along curb line South 5 degrees 23 minutes West 158.92 feet to a point in line of land of the Grantors; thence along said line, South 72 degrees 13 minutes West 223 feet to a corner in land of Slate Belt Medical Center; thence along the same North 6 degrees 49 minutes West 194.21 feet more or less

to an iron pin in the Southwest corner of land of Lilly DeRea; thence along land of said Lilly DeRea North 82 degrees 22 minutes 51 seconds East 252.54 feet to a point on the Westerly curb line of Kennedy Drive, the place of beginning.

CONTAINING 0.9368 acres.

TAX PARCEL #D9-16-4L.

BEING KNOWN AS 260 Kennedy Drive, Roseto, Pennsylvania.

THEREON BEING ERECTED a two story single wooden dwelling with attached two-car garage and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of David A. Romano, as real owner and mortgagor, Anthony P. Romano, as real owner and mortgagor and Lonnie R. Romano, as mortgagor.

BARBARA A. FEIN, ESQUIRE

No. 12

**BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2003-003821**

ALL THAT CERTAIN message, tenement, and two lots situated on the East side of Siegfried Avenue (formerly Levan Avenue) between 20th and 21st Streets, in the Second Ward of the Borough and County of Northampton, Pennsylvania, bounded on the South by property of Leo Thomas, on the West by Siegfried Avenue, on the North by property of W.G. Drumheller, and on the East by an alley.

CONTAINING in front on Siegfried Avenue fifty (50) feet and extending Eastward of that width one hundred and thirty (130) feet to the aforesaid alley. BEING known as Lots Nos. 4 and 5 on plan of town lots known as Levan Park.

BEING known as 2035 LAUBACH STREET A/K/A AVENUE, NORTHAMPTON, PA 18067.

PARCEL #L4S W1C-20-5.

BEING THE SAME PREMISES which Eric Klemp and Felicia M. Todaro, now through marriage known as Felicia M. Klemp, husband and wife, by Deed dated October 22, 1996 and recorded October 28, 1996 in the Office of the Recorder of Deeds in and for Northampton County in Deed Book Volume 1996-1, Page 112864, granted and conveyed unto ERIC KLEMP and FELICIA M. KLEMP, husband and wife.

THEREON BEING ERECTED a cape style dwelling with brick exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Felicia M. Klemp and Eric Klemp.

GREGORY JAVARDIAN,
ESQUIRE

No. 13

**BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-002500**

ALL THAT CERTAIN dwelling house and lot of land situate on the north side of and known as 117 W. St. Joseph St., in the City of Easton, County of Northampton and State of Pennsylvania, containing in front on said W. St. Joseph Street 32 feet and extending Northwardly of that width 125 feet in depth to Orchard Alley.

BOUNDED on the North by said alley; on the East by property now or formerly of Michael Gerbing and HESSIE Gerbing, his wife; on the South by said W. St. Joseph Street; and on the West by property now or formerly of Thomas Barton and Helen Barton, his wife.

Northampton County Tax Parcel number: L9SE3B-6-5.

THEREON BEING ERECTED a two and one-half story one-half of a

double dwelling with aluminum siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Joseph E. Welsh and Sharon Davis.

DAWN M. SCHMIDT, ESQUIRE

No. 14

**BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION**

CV-2005-002702

ALL THAT CERTAIN lot or piece of land with the improvements thereon situate on the south side of St. Joseph Street in the 9th Ward of the City of Easton, County of Northampton and State of Pennsylvania being known as Lot Number 24 on plan of lots of James Regnery surveyed and laid out by L.A. Francisco, Eng., which said plan is recorded in the Office of the Recorder of Deeds, etc., at Easton, in and for said County of Northampton, in Map Book #2, Page 125, said lot being described as follows to wit:

CONTAINING in front on south side of St. Joseph twenty-five (25) feet and extending southwardly of that same width between parallel lines at right angles to said St. Joseph Street one hundred twenty-five (125) feet to a private alley.

BOUNDED on the East by Lot #23 on said plan; on the North by said St. Joseph Street; on the West by Lot #25 on said plan; on the South by said private alley. The house erected thereon being known as #151 East St. Joseph Street.

Northampton County Tax Parcel number: L9SE3B-11-10.

BEING KNOWN AS 151 East St. Joseph Street, Easton, Pennsylvania.

THEREON BEING ERECTED a two and one-half story one-half of a double dwelling with aluminum siding exterior; one-car garage.

SEIZED AND TAKEN into execution of the writ as the property of Leigh Fuel Corporation.

DAWN M. SCHMIDT, ESQUIRE

No. 15

**BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION**

CV-2005-004565

ALL THAT CERTAIN message or tenement and lot or piece of ground situate on the North side of East Eighth Street between Lynn Avenue and Brinker Street and known as 1531 East Eighth Street, according to the numbering system of the City of Bethlehem, County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the North side of East Eighth Street, dividing line between properties 1533 and 1521 East Eighth Street; thence extending North 5 degrees 03 minutes West, passing through the party wall a distance of seventy-five and twenty-eight one-hundredths (75.28) feet to an iron pin; thence Southeast 84 degrees 57 minutes West a distance of zero and seventy one-hundredths (0.70) feet; thence extending North 5 degrees 03 minutes West through the party wall of the garage a distance of twenty-four and seventy-two one-hundredth (24.72) feet to the South side of Thurston Street, a fifteen (15) feet wide street; thence along line South side of Thurston South 84 degrees 57 minutes West a distance of twenty-nine and ninety one-hundredths (29.20) feet, more or less, to the East side of Arnold Street; thence Southwardly along the East side of Arnold Street a distance of one hundred (100) feet, more or less, to the Northeast corner of Eighth and Arnold Streets; thence North 84

degrees 57 minutes East along the North side of Eighth Street a distance of twenty-seven and eighty one-hundredths (27.80) feet, more or less, to the point of beginning.

BOUNDED on the South by East Eighth Street, on the East by property 1533 East Eighth Street, on the North by Thurston Street and on the West by Arnold Street.

HAVING erected thereon a dwelling known and numbered as East Eighth Street, Bethlehem, Northampton County, Pennsylvania according to the present system of City numbering.

ALSO known as Northampton County Uniform Parcel Identifier Map: P7SW1B BLOCK: 7 LOT: 23. Tax Parcel #P7SW1B-7-23.

TITLE TO SAID PREMISES IS VESTED IN Arnaldo Rodriguez and Ivette Rodriguez, husband and wife by Deed from Michael J. Sterner and Corina Sterner, husband and wife, dated 8/31/1993 and recorded 9/1/1993 in Deed Volume 908, Page 28.

THEREON BEING ERECTED a two story brick one-half of a double dwelling with shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Arnaldo Rodriguez and Ivette Rodriguez.

MARTHA E. VON ROSENSTIEL,
ESQUIRE

No. 16
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-006006

ALL THAT CERTAIN message and tract, piece or parcel of land situate in the Township of Plainfield, County of Northampton, and Commonwealth of Pennsylvania (as shown on a subdivision plan entitled Fancy Furrow Farms Lot 3 & 6,

dated September 24, 2001, prepared by Lehigh Engineering Associates, Inc.), bounded and described as follows, to wit:

BEGINNING at an iron pin located along the roadway right-of-way line of Buck Drive, 55.00 feet from the center of the cul-de-sac; pin located at a common corner of Lot 6B in the same subdivision and the lands herein described, thence:

1) S 19 degrees 11 minutes 55 seconds W, 244.89 feet along Lot 6B of the same subdivision to an iron pin, thence:

2) S 80 degrees 16 minutes 50 seconds W, 217.22 feet along Lot 10 of the same subdivision to an iron pin, thence;

3) N 36 degrees 10 minutes 10 seconds W, 53.69 feet along the lands now or former of Jack E. & Dorothy A. Gebhardt: to a concrete monument, thence;

4) N 13 degrees 11 minutes 50 seconds E, 517.80 feet along the lands now or former of Jack E. & Dorothy A. Gebhardt: to a concrete monument, thence;

5) N 80 degrees 16 minutes 50 seconds E, 259.61 feet along the lands now or former of Raymond P. & Jean A. Werkheiser to an iron pin, thence;

6) S 09 degrees 43 minutes 10 seconds E, 232.50 feet along Lot 5 of the same subdivision to an iron pin, thence;

7) S 80 degrees 16 minutes 50 seconds W, 19.19 feet along the right-to-way of Buck Drive 30.00 feet from centerline to a concrete monument, thence;

8) Along an arc curving to the right having a radius of 20.00 feet and a length of 16.82 feet (long chord N 75 degrees 37 minutes 28 seconds W; 16.33 feet) along the

right-of-way of Buck Drive to a concrete monument, thence;

9) Along an arc curving to the left having a radius of 55.00 feet and a length of 191.29 feet (long chord S 28 degrees 50 minutes 04 seconds W, 108.46 feet) along the same subdivision to the aforementioned place of beginning.

CONTAINING 147,684.25 sq. ft. (3,3904 acres).

TOGETHER WITH and subject to easements, restrictions and covenants of record.

THIS DESCRIPTION prepared by Lehigh Engineering Associates, Inc. on November 21, 2001.

BEING PART OF THE SAME PREMISES WHICH JOHN ACKERMAN, JR. AND DONALD ACKERMAN T/A FANCY FARMS, by Deed dated 4/25/2001 and recorded 4/25/2001 in the Office for the Recorder of Deeds in and for the County of Northampton, and Commonwealth of Pennsylvania in Deed Book Volume 2001-1, Page 68016, granted and conveyed unto REEN DEVELOPMENT COMPANY LLC, grantor herein.

TITLE TO SAID PREMISES IS VESTED IN Brian Costabile, by Deed from Reen Development Company, LLC, dated 11-1-02, recorded 11-7-02, in Deed Book 2002-1, page 310513.

Premises being: 991 BUCK DRIVE, NAZARETH, PA 18064.

Tax Parcel No. G9-11-7C-1-0626.

THEREON BEING ERECTED a two story single dwelling w/attached two-car garage, vinyl siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Brian Constabile.

DANIEL G. SCHMIEG,
ESQUIRE

No. 17

BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2005-7681

ALL THAT CERTAIN lot or parcel of land, with the improvements erected thereon, situate on the east side of Old Forge Drive between Creek Road and Northampton Street, and designated as 417 Old Forge Drive, Lot 137, Old Forge Estates, Section II, in the Borough of Bath, County of Northampton and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the east right-of-way line of Old Forge Drive (a 45.00 feet wide street); said point being a common corner of lands herein described and Lot 36, Old Forge Estates, Section II; thence, along the east right-of-way line of Old Forge Drive, North 35 degrees 48 minutes 31 seconds West, 34.00 feet to a point, a corner in common with Lot 136, Old Forge Estates, Section II; thence, along Lot 136, in and through a common party wall, North 54 degrees 11 minutes 29 seconds East, 101.98 feet. to a point, a corner in line of lands now or formerly of the Bath Borough Authority; thence, along lands of the Bath Borough Authority, South 21 degrees 53 minutes 00 seconds East, 35.02 feet to a point, a corner in common with Lot 36, Old Forge Estates, Section II; thence, along Lot 36, South 54 degrees 11 minutes 29 seconds West, 93.55 feet to a point being the point and place of BEGINNING.

CONTAINING 3,323 square feet of land, or 0.0763 acres more or less.

SUBJECT to the building restriction lines and easements indicated on the plan of record.

BEING more fully shown as Lot 137 on the map or plan entitled 'Final Plan prepared for Old Forge Estates located in the Borough of Bath, Northampton County, Pennsylvania, Scale: 1 inch=50 feet, Date: April, 1972, latest revision January 16, 1978,' as prepared by Frank G. Waldraff, P.E., Bethlehem, Pennsylvania and recorded in Map Book Volume 52, Page 42, in the Office for the Recorder of Deeds for Northampton County at Easton, Pennsylvania.

ALSO KNOWN AS NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER NO.: Map K6NW1C, Block 3, Lot 1A.

BEING THE SAME PREMISES which Greg S. Demko by Deed dated January 22, 1997 and recorded in the Office of the Recorder of Deeds in and for Northampton County, on January 24, 1997, in Record Book Volume 1997-1, Page 007513, did grant and convey unto Greg S. Demko and Tammy M. Demko, husband and wife, Grantors herein.

TITLE TO SAID PREMISES IS VESTED IN Edward J. Funk and Barbara A. Funk, husband and wife, by Deed from Greg S. Demko and Tammy M. Demko, husband and wife, dated 4-15-99, recorded 4-22-99, in Deed Book 1999-1, page 57062.

Premises being: 417 OLD FORGE ROAD, BATH, PA 18014.

Tax Parcel No, K6NW1C3-1A-0503.

THEREON BEING ERECTED a two story brick and aluminum sided row dwelling with shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Edward J. Funk and Barbara A. Funk.

DANIEL G. SCHMIEG,
ESQUIRE

No. 18
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-007545

ALL THAT CERTAIN frame dwelling, with the lot of ground thereunto belonging, situate and known as No. 1510 Poplar Street, in the Fourth Ward of the Borough of Northampton, County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake on the western line of Poplar Street, said stake being South forty (40) degrees four (4) minutes East from the southwestern corner of West 16th and Poplar Street for a distance of two hundred three and sixty one-hundredth (203.60) feet; THENCE along the western line of Poplar Street South forty (40) degrees four (4) minutes East for a distance of fifteen and forty-nine one-hundredths (15.49) feet to a stake; THENCE along the line of property known as No. 1508 Poplar Street South forty-nine (49) degrees fifty-six (56) minutes West for a distance of one hundred thirty-eight and ninety-eight one-hundredth (138.98) feet to a stake on the eastern line of a fifteen foot wide alley; THENCE along said line North forty-four (44) degrees thirty (30) minutes West for a distance of fifteen and fifty-three (15.53) feet to a stake; THENCE along the line and through the center of the party wall between houses Nos. 1510 and 1512 North forty-nine (49) degrees fifty-six (56) minutes East for a distance of one hundred forty and nineteen and no/100 (140.19) feet to the place of BEGINNING.

CONTAINING 2,162.16 square feet.

Vesting Information:

Vested by: Special Warranty Deed dated 10/29/04, given by The Holley Family Trust, by and through its Trustees, Carl F. Holley and Barbara A. Holley to Kathryn Gonzalez recorded 11/1/04 in Book: 2004-1 Page 422281.

ASSESSMENT MAP, BLOCK AND LOT NUMBER: M4NW1B-10-14.

BEING KNOWN AS 1510 Poplar Street, Northampton, Pennsylvania.

THEREON BEING ERECTED a two story one-half of a double dwelling with aluminum siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Kathryn Gonzalez a/k/a Kathryn Dennington.

DANIEL G. SCHMIEG,
ESQUIRE

No. 19
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2001-007684

ALL THOSE CERTAIN messuages, tenements, tracts, lots or pieces of land situate in the Borough of Bangor, in the County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1: BEGINNING on the South corner of Lot No. 11 on First Street; thence on line of said First Street Southward fifty-one and one-half feet to land of W.C. Sherrer; thence along said land Westward one hundred and forty feet to Spring Alley; thence along said alley Northward fifty-one and one-half feet to line of Lot No. 11, land of Jacob Strunk Estate; thence along line of said land Eastward one hundred and forty feet to the place of Beginning.

CONTAINING said building lot designated No. 12 on plots of lots of Straub and Shull.

TRACT NO. 2: ALL THAT PIECE or parcel of land five feet in width and fifty-one and one-half feet long, situate on the East front line of Lot No. 12 on plot of Straub and Shull, and on the West side of First Street, it being a parcel of ground remaining by changing First Street further East.

TITLE TO SAID PREMISES IS VESTED IN Lori A. Agolio, unmarried and Blanche A. Kerchner, unmarried, as joint tenants with right of survivorship by Deed from Eileen Heine dated 8/8/2000 and recorded 8/16/2000 in Record Book Volume 2000-1 page 105688.

ASSESSMENT MAP, BLOCK AND LOT NUMBER: E9NE2A-3-11.

BEING KNOWN AS 78 North First Street, Bangor, Pennsylvania.

THEREON BEING ERECTED a two story single dwelling with stucco and wood exterior and slate roof; detached one-car garage.

SEIZED AND TAKEN into execution of the writ as the property of Lori A. Agolio and Blanche A. Kerschner a/k/a Blanche A. Kerchner.

DANIEL G. SCHMIEG,
ESQUIRE

No. 20
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-004073

ALL THAT CERTAIN lot or piece of ground with all appurtenances thereon situated on the South side of Lehigh Street known as Number 1008 in the City of Easton, County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

CONTAINING in front on said Lehigh Street twenty-two and one-fifth feet (22 1/5 feet) and extending of that width Southwardly ninety-five feet, six inches (95 feet 6 inches) to ground of Matilda Taylor.

BOUNDED on the North by said Lehigh Street, on the East by Lot of Oscar J. Koch, on the West by Lot of Emma Barnet and on the South by lot of Matilda Taylor.

ALSO BEING KNOWN AS NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER: MAP L9SE1D BLOCK 21 LOT 19.

BEING THE SAME PREMISES which Federal National Mortgage Association, by Deed dated April 21, 1998, and recorded in the Recorder of Deeds Office of Northampton County, Pennsylvania, in Record Book Volume 1998-1, Page 58742, granted and conveyed unto Jeffrey A. Porter and Christina A. Kennedy, both unmarried.

TITLE TO SAID PREMISES IS VESTED IN Charles E. Wynn, married, by Deed from Jeffrey A. Porter and Christina A. Kennedy, both unmarried, dated 12-14-98, recorded 1-7-99, in Deed Book 1999-1, page 2484.

ASSESSMENT MAP, BLOCK AND LOT NUMBER: L9SE1D-21-19.

BEING KNOWN AS 1008 Lehigh Street, Easton, Pennsylvania.

THEREON BEING ERECTED a two story single dwelling with asbestos shingle siding exterior.

SEIZED AND TAKEN into execution of the writ as the property of Charles E. Wynn a/k/a Charles Edward Wynn a/k/a Charles Wynn.

DANIEL G. SCHMIEG,
ESQUIRE

No. 21
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-007258

PREMISES A

ALL THOSE TWO adjacent lots of land, hereditaments and appurtenances, situate in the Borough of West Easton, County of Northampton and State of Pennsylvania, and known and designated on the Map of South Side Land Company, filed in the Recorder's Office at Easton, Pennsylvania, in List of Maps No. 1, page 32, as Lots No. 327 and 328.

CONTAINING together in front on 9th Street 40 feet and extending in depth of that width 130 feet to a 15 feet wide alley.

AND ALL THOSE TWO certain lots, pieces or parcels of land, hereditaments and appurtenances, situate, lying and being on the South side of 9th Street, in the Borough of West Easton, County of Northampton and State of Pennsylvania, and marked upon the Map of South Side Land Company which is filed of record in the Office of the Recorder of Deeds at Easton, Pennsylvania, in Book of Maps Volume 1, page 32, as and by Lots No. 329 and 330, which are adjacent lots.

CONTAINING together in front on said 9th Street 40 feet and extending of that width in depth between parallel lines at right angles to said 9th Street 130 feet to a 15 feet wide alley. Bounded on the North by 9th Street, East by Lot No. 328, South by said alley and West by Lot No. 331.

AND ALSO ALL THOSE TWO certain lots, hereditaments and appurtenances, situate on the South side of 9th Street, in the Borough of West Easton, County of North-

ampton and State of Pennsylvania, bounded and described as follows, to wit:

COMPRISING 2 adjacent lots of ground situate on the South side of 9th Street and known and designated on the aforesaid Map of South Side Land Company Building Lots, recorded as aforesaid, as and by Lots No. 325 and 326, containing in front on said 9th Street 40 feet wide and of that same width extending Southwardly in depth 130 feet to a 15 feet wide alley. Bounded on the North by said 9th Street, on the East by Lot No. 324, on the South by said alley and on the West by Lot No. 327.

BEING known as Northampton County Tax Parcel Identifier No. L9SW3D-16-2.

PREMISES B

ALL THAT CERTAIN triangular shaped lot or piece of land, hereditaments and appurtenances, situate in the Borough of West Easton, County of Northampton and State of Pennsylvania, more fully described as follows:

BEGINNING at a point on the Eastwardly side of Keystone Avenue in the aforesaid Borough of West Easton; thence along the Southwardly side of a 20 foot wide alley in an Eastwardly direction a distance of 248 feet, more or less, to an unopened, unnamed street; thence along said unopened, unnamed street in a Southwardly direction a distance of 5 feet, more or less, to a point in line of lands of the Lehigh Valley Railroad; thence along said lands in a Westerly direction a distance of 109 feet, more or less, to a point; thence in a Northwestwardly direction, still along lands of Lehigh Valley Railroad, a distance of 145 feet, more or less, to a point in the

Eastwardly side of the aforesaid Keystone Avenue; thence in a Northwardly direction, along said Keystone Avenue, a distance of 3 feet, more or less, to a point, the place of beginning.

BOUNDED on the North by lands of Robert J. and Marian M. Schaffer, and Robert L. and Ethel I. Deubler, on the East by an unopened, unnamed street, on the South by lands of Lehigh Valley Railroad and on the West by Keystone Avenue.

BEING known as Northampton County Tax Parcel Identifier No. L9SW3D-16-4.

BEING the same premises which Ronald A. Nigro and Janet L. Nigro, by Deed dated April 4, 2002 and recorded in the Office of the Recorder of Deeds of Northampton County on April 5, 2002, at Deed Book Volume 2002-1, Page 88574, granted and conveyed unto Stephen Kradlak.

BEING KNOWN AS 414 Ninth Street, Easton, Pennsylvania.

THEREON BEING ERECTED a cape style dwelling w/ attached two-car garage, asbestos siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Stephen Kradlak.

KRISTINE M. ANTHOU,
ESQUIRE

No. 22
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-007815

ALL THAT CERTAIN lot or piece of ground situate on the north side of Ferry Street, between Warren and Eleventh Street, in the City of Easton, County of Northampton and State of Pennsylvania, containing in width twenty (20) feet more or less

and extending of that width in depth ninety-four (94) feet.

BOUNDED on the South by Ferry Street, on the East by property of John and Victoria Marfia and on the North by property of Howard and Mamie Stangle, and on the West by property of which this is a part, known as 1037 Ferry Street.

BEING KNOWN AS 1037 Ferry Street, Easton, Pennsylvania.

ALSO KNOWN AS NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER NO.: MAP: L9SEIA. BLOCK: 28. LOT: 6.

BEING THE SAME PREMISES which T & P Realty LLC, by Deed dated August 31, 1998 and intended to be forthwith recorded in the Office for the Recording of Deeds in and for Northampton County, at Easton, Pennsylvania, granted and conveyed unto Federico Terrazas and Catalina Gonzalez.

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Federico Terrazas and Catalina Gonzalez, by Deed from Top Realty, LLC, dated 8-31-98, recorded 9-2-98 in Deed Book 1998-1, page 119692.

PRIORDEED INFORMATION

TITLE TO SAID PREMISES IS VESTED IN Top Realty, LLC, by Deed from Nazareth National Bank and Trust Company, dated 12-26-96, recorded 1-28-97 in Deed Book 1997-1, page 8403.

THEREON BEING ERECTED a two and one-half story one-half of a double dwelling with aluminum siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Federico Terrazas and Catalina Gonzalez.

DANIEL G. SCHMIEG,
ESQUIRE

No. 23

**BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-007955**

ALL THAT CERTAIN lot or piece of ground situate on the westerly side of Walnut Drive, known as 1299 Walnut Drive and shown on a survey plan titled Property Survey for Bruce and Lynn Miller, as prepared by Kenneth R. Hahn, P.L.S. on drawing No. 2001-94, dated November 5, 2001, located in the Township of Lehigh, County of Northampton and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the westerly side of Walnut Drive, said point also marking the southeasterly property corner of, now or formerly, Jeffrey Mickey; thence, extending along the westerly right-of-way line of Walnut Drive, South 19 degrees 30 minutes 00 seconds East, 106.55 feet to a point; thence, extending along the southerly and westerly property lines of, now or formerly, Lehigh Township, the following two (2) courses and distances: (1) South 70 degrees 30 minutes 00 seconds West, passing through an iron pin found on line, a total distance of 154.50 feet to a point; (2) North 19 degrees 30 minutes 00 seconds West, passing through an iron pin found on line at 97.93 feet, a total distance of 106.55 feet; thence, extending along the southerly property line of, now or formerly, Jeffrey Mickey, North 70 degrees 30 minutes 00 seconds East, 154.50 feet to the place of BEGINNING.

CONTAINING 16,461.975 Square Feet, 0.3779 Acres.

BEING PART OF THE SAME PREMISES which Kenneth O.

Benninger, Executor Under the Last Will and Testament of Clarence C. Benninger, deceased, by Deed dated August 30, 1989 and recorded September 1, 1989 in the Office of the Recorder of Deeds in and for the County of Northampton in Deed Volume 779, Page 261, did grant and convey unto Bruce A. Miller and Lynn Miller, Husband and Wife, Grantors herein, in fee.

TITLE TO SAID PREMISES IS VESTED IN Robert D. Deifer and Barbara A. Razzano by Deed from Bruce A. Miller and Lynn Miller, Husband and Wife, dated 11-26-01, recorded 12-19-01 in Deed Book 2001-1, page 274984.

Premises being: 1299 WALNUT DRIVE, DANIELSVILLE, PA 18038.

Tax Parcel No. H3NE1-3-9-0516.

THEREON BEING ERECTED a two story wood single dwelling with slate roof; detached one-car garage.

SEIZED AND TAKEN into execution of the writ as the property of Barbara A. Razzano and Robert D. Deifer.

DANIEL G. SCHMIEG,
ESQUIRE

No. 24
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-007729

TRACT NO. 1: ALL THAT CERTAIN lot or piece of land with the two and one-half story brick mesuage or tenement thereon erected, situate on the North side of Spring Garden Street in the City of Easton, County of Northampton and State of Pennsylvania, being known as No. 1235 Spring Garden Street, bounded and described as follows, to wit: Beginning at a point on the North building line of Spring Garden Street, said point being 276.60 feet from the Northwest corner of

Spring Garden and Twelfth Streets, said distance being measured Westwardly along the North building line of Spring Garden Street, thence along the North building line of said Spring Garden Street in a Westwardly direction 15.79 feet to a point, thence Northwardly at right angles to said Spring Garden Street 80 feet to a point, thence parallel to said Spring Garden Street Eastwardly 15.79 feet to a point, thence Southwardly 80 feet to a point, the place of beginning. The last mentioned line passes through the center of a four foot wide alleyway.

BOUNDED on the East by No. 1233 Spring Garden Street, property now or late of Daniel E. Steckel, et al., on the North by lands now or late of Walter H. Mengel, on the West by No. 1237 Spring Garden Street and on the South by said Spring Garden Street.

TRACT NO. 2: ALL THAT lot or piece of ground located North of property No. 1235 Spring Garden Street in the Eighth Ward of the City of Easton, County and State aforesaid, bounded and described as follows, to wit: Beginning at a point in a continuation of the dividing line of properties No. 1233 and No. 1235 Spring Garden Street, the said point being distant 80 feet North of the North building line of Spring Garden Street and 276.64 feet West of the West building line of North Twelfth Street, thence extending Westwardly along the North line of No. 1235 Spring Garden Street for a distance of 16 feet and extending of that same width in depth between parallel lines at right angles to a private alley, 42.35 feet more or less. Bounded on the North by said private alley, on the East by property now or late of Paul R. Smith

and Helen M. Smith, his wife, on the West by property of Harry G. & Mayme W. Decker and on the South by Tract No. 1 hereof.

BEING THE SAME PREMISES which Clarence Weber, III and Terry L. Weber, husband and wife, by Deed dated December 3, 2003, and recorded in the Office of the Recorder of Deeds, in and for Northampton County, Pennsylvania, in Record Book Volume 2003-1, page 503303, did grant and convey unto Charles E. Holmes, Sr., his heirs and assigns, Grantor herein.

ASSESSMENT MAP, BLOCK AND LOT NUMBER: L9SW2B-5-5.

SEIZED AND TAKEN into execution of the writ as the property of Charles E. Holmes, Sr. and Anna M. Holmes.

DANIEL G. SCHMIEG,
ESQUIRE

No. 25
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-007954

ALL THAT CERTAIN message and tenement, tract, piece or parcel of land, situated in the Second Ward of Bangor, in the County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in South Main Street, corner of land now conveyed to Florence R. Hartzell and Abraham Hartzell, thence along said South Main Street North five and one-half degrees West Thirty feet, more or less, to a corner of land now or late of Judson Labar; thence along said Labar's land, South eighty-four and one-half degrees West one hundred and twenty feet, to a stone in an alley or street; thence along said alley or street, South five and one-half degrees East thirty feet, more or less, in line of

land now or late of Florence R. Hartzell and Abraham Hartzell; thence in and along said Hartzell's land, North eighty-four and one-half degrees East one hundred twenty feet to a point in said South Main Street, the place of BEGINNING.

CONTAINING thirty feet, more or less, in front on South Main Street and being one hundred twenty feet in depth. BEING PARCEL NO. E9NE3D-3-9.

BEING THE SAME PREMISES which Andrew M. Cuomo, The Secretary of Housing and Urban Development by Deed dated April 24, 2000 and recorded May 4, 2000 in the Office of the Recorder of Deeds of Northampton County in Deed Book Volume 2000-1 at page 53567, granted and conveyed unto Timothy Beams.

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Randolph Gerringe, singleman, by Deed from Timothy Beams, dated 10-3-00, recorded 10-13-00 in Deed Book 2000-1, page 135398.

PRIOR DEED INFORMATION

TITLE TO SAID PREMISES IS VESTED IN Timothy Beams, by Deed from, Andrew M. Cuomo, the Secretary of Housing and Urban Development dated 4-24-00, recorded 5-4-00 in Deed Book 2000-1, page 53567.

ASSESSMENT MAP, BLOCK AND LOT NUMBER: E9NE3D-3-9.

BEING KNOWN AS 652 South Main Street, Bangor, Pennsylvania.

THEREON BEING ERECTED a two story single dwelling with aluminum siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Randolph Gerringe.

DANIEL G. SCHMIEG,
ESQUIRE

**No. 26
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-007150**

ALL THAT CERTAIN message or tenement and lot or piece of ground situate in the Sixteenth Ward of the City of Bethlehem, Northampton County, Pennsylvania, known as 304 Crest Avenue according to present City numbering, bounded and described as follows,

BEGINNING at a point on the Southerly line of Crest Avenue distance thirty feet eastwardly from the easterly line of signet Street, said point being on the extension of a line passing through the party of partition wall dividing the dwelling erected on the within-described premises and the one adjoining it immediately on the west, thence eastwardly 30 feet to a point, thence southwardly of that same width, between parallel lines at right angles to Crest Avenue, a distance of 120 feet to the northerly line of an unnamed twenty-foot wide alley, the westerly line thereof passing partly through the middle of the party or partition wall aforementioned.

UNDERAND SUBJECT to rights, reservations, exceptions and restrictions as set forth in prior instruments of record.

PROPERTY ADDRESS: 304 Crest Avenue, Bethlehem, PA 18015.

TAX PARCEL I.D. NO. P75W3C-4-2.

TITLE TO SAID PREMISES IS VESTED IN Joseph A. Yingling by reason of the following:

BEING THE SAME PREMISES WHICH Leon L. Flickinger and Malvin E. Flickinger, husband and wife by Deed dated 11/11/1963 and recorded 11/16/1963 in the

County of Northampton in Deed Book Volume 206, Page 100, conveyed unto Harold F. Stiles and Dorothy M. Stiles, husband and wife, in fee.

AND BEING THE SAME PREMISES WHICH Dorothy M. Stiles, deceased, Beverly A. Yingling and Joseph Yingling, her husband, by Deed dated 9/28/1999 and recorded 10/8/1999 in the County of Northampton in Deed Book Volume 1999-1, Page 153382, conveyed unto Joseph Yingling and Beverly A. Yingling, husband and wife, in fee.

AND THE SAID Beverly A. Yingling departed this life on 12/19/2002 whereby title to subject premises became vested in Joseph Yingling by right of survivorship.

THEREON BEING ERECTED a two story one-half of a double dwelling with aluminum siding exterior and shingle roof; detached two-car garage.

SEIZED AND TAKEN into execution of the writ as the property of Joseph Yingling a/k/a Joseph A. Yingling.

MARTHA E. VON ROSENSTIEL,
ESQUIRE

**No. 27
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-007382**

PARCEL #1

ALL THAT CERTAIN message, tenement, tract or lot of land situate in the Township of East Allen, County of Northampton and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the corner of land now or late of Ray A. and Margaret Fenstermaker, said point being in the original center line

of the public road leading from Northampton to Bath;

Thence, along said center line, South 81 degrees 06 minutes West, for a distance of 75.00 feet to a point in said center line of public road;

Thence, through lands of which the herein described tract was formerly a part, North 08 degrees 54 minutes West, for a distance of 150.00 feet to a stake;

Thence, by the same, North 81 degrees 06 minutes East, for a distance of 83.40 feet to a stake;

Thence, along the western line of property now or late of Ray A. and Margaret Fenstermaker, South 05 degrees 41 minutes East, for a distance of 150.23 feet to the place of Beginning.

PARCEL #2:

ALL THAT CERTAIN lot or parcel of land with the improvements erected thereon situate in East Allen Township, Northampton County, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake on the easterly side of a ten (10) feet wide private alley and in the northwest corner of the lot now or late of Carl and Dorothy Fenstermaker, recorded in Deed Book E, Volume 95, page 216;

THENCE, along the easterly side of said ten (10) feet wide alley, North 08 degrees 54 minutes West, 70 feet to a stake at the end of said alley and at the land of the prior Grantor;

THENCE, along the land of the prior Grantor of which this was a part, North 81 degrees 6 minutes East, 174.65 feet to a stake and the land now or late of George C. Newhart;

THENCE, along the land now or late of George C. Newhart, South

02 degrees 30 minutes East, 70.44 feet to a stake and the land now or late of Ray and Margaret Fenstermaker, recorded in Deed Book F, Volume 90, page 19;

THENCE, along the land now or late of Ray and Margaret Fenstermaker and Carl and Dorothy Fenstermaker, South 81 degrees 08 minutes West, 166.80 feet to the point and place of Beginning.

TOGETHER with the nonexclusive free and uninterrupted use, liberty, and privilege of, and passage in and along an alley on the land of the Grantor running along the land now or late of Carl F. Fenstermaker and the Grantors herein, bounded and described, as follows:

BEGINNING at a pin in the old center line of State Highway leading from Bath to Northampton;

THENCE, along the center line of said highway, South 81 degrees 06 minutes West, 10 feet to a point in the land of the prior Grantor,

THENCE, in and along the land of the prior Grantor, North 08 degrees 54 minutes West, 220 feet, passing over a stake 20 feet from the start to a stake in the land of the prior Grantor;

THENCE, along the same, North 81 degrees 06 minutes East, 10 feet to a stake, said stake bring the northwest corner of the land now or late of Carl F. Fenstermaker and Dorothy U. Fenstermaker;

THENCE, along the lands now or late of Carl F. Fenstermaker and Dorothy U. Fenstermaker, South 08 degrees 54 minutes East, 220 feet to the place of Beginning.

BEING KNOWN AS: 5057 Nor Bath Boulevard, Northampton., PA 18067.

PROPERTY ID NO.: L5-2.9.

TITLE TO SAID PREMISES IS VESTED IN Scott Schroeder, un-

married, and Heidi Sarley, unmarried, as joint tenants with the right to survivorship by deed from Jamal Hanna, married and Rima Hanna, his wife and Kamal Hanna, married and Rana Hanna his wife dated 9/24/04 recorded 9/29/04 in Deed Book 2004-1 Page 378602.

THEREON BEING ERECTED a two story single dwelling with vinyl siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Scott Schroeder and Heidi Sarley.

MARK J. UDREN, ESQUIRE

No. 29

**BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2003-001968**

All that certain tract or parcel of land situate, lying, and being in the Township of Forks, County of Northampton, Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at an iron pipe in the southwest corner of lands now or formerly of Walter Letson and wife, North fifty-one degrees thirty minutes East (N 51 degrees 30' E) a distance of two hundred twenty feet (220') to an iron pipe on the southerly side of Township Road No. 627; thence easterly along Township Road No. 627, South eighty-three degrees twenty-two minutes East (S 83 degrees 22' E) a distance of three hundred fifty-three and sixty-nine one-hundredths feet (353.69') to an iron pipe at a distance of twenty-five (25) feet from the center line of Township Road No. 627; thence along other lands of the Grantors, South fifty-one degrees thirty-one minutes West (S 51 degrees 31' W) a distance of four hundred sixty-one and ninety-three one-hundredths feet (461.93') to an iron pipe

in lands of the Grantors; thence along lands of the Grantors, forty degrees thirteen minutes West (N 40 degrees 13' W) a distance of two hundred fifty and sixty-five one-hundredths feet (250.65') to an iron pipe, the point and place of beginning. Containing 1.961 acres of land.

Tax ID# H9-12-3A.

BEING KNOWN AS: 5810 Youngs Hill Road, Easton, PA 18040.

PROPERTY ID NO.: H9-12-3A.

TITLE TO SAID PREMISES IS VESTED IN David B. Sigafoos and his wife, Kathleen J. Sigafoos by deed from George E. Young and his wife Francis H. Young dated 5/10/89 recorded 5/15/89 in Deed Book 535 Page .

THEREON BEING ERECTED a bi-level dwelling with attached two-car garage, brick and aluminum siding exterior and shingle roof; detached one-car garage.

SEIZED AND TAKEN into execution of the writ as the property of David B. Sigafoos and Kathleen J. Sigafoos.

MARK J. UDREN, ESQUIRE

No. 30

**BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2005-005140**

ALL THAT CERTAIN message or tenement and lot or piece of ground situate on the northerly side of Crawford Street, between Carlisle and Englewood Streets, in the City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania, being Lot 14 and 14a Block 4000 on the map or plan entitled "Subdivision Layout for Section 2 of the Property of the Zinzendorf Realty Corporation at Bethlehem, Pa.", dated February 9, 1927, recorded in the Office for the Recording of

Deeds in and for Northampton County in Map Book 9, Page 90, known as 915 Crawford Street according to present city numbering, bounded and described as follows:

BEGINNING at an iron pipe, the northeast corner of Hunter and Crawford Streets, and distant one hundred twenty-eight (128) feet, more or less, eastwardly from the intersection of the northerly side of Crawford Street with the easterly side of Carlisle Street; THENCE extending eastwardly along the northerly side of Crawford Street along a curve curving to the right having a radius of nine hundred ninety-four and fifty-seven hundredths (994.57) feet and the cord thereof having a bearing of South 86 degrees 41' East a distance of forty (40) feet to an iron pipe; THENCE extending North 4 degrees 33' East along Lot 13 and 13a on said plan a distance of one hundred seven and sixty hundredths (107.60) feet to an iron pipe on the southerly side of Howard Street of the width of eighteen (18) feet; THENCE extending westwardly along the southerly side of Howard Street along a curve curving to the left having a radius of ten hundred sixteen and ninety hundredths (1016.90) feet and the cord thereof having a bearing of North 87 degrees 32' West a distance of fifty (50) feet to an iron pipe on the easterly side of Hunter Street of the width of eighteen (18) feet; THENCE extending South 0 degree 47' East along the easterly side of Hunter Street a distance of one hundred seven and thirteen hundredths (107.13) feet to the northerly side of Crawford Street, the point, the place of BEGINNING.

BEING the same property conveyed to Frank G. Csaszar by deed

from Mary A. Csaszar, widow recorded 04/01/1998 in Deed Book 1998-1 Page 39172, in the Office of the Recorder of Deeds of Northampton County, Pennsylvania.

Property known as 915 Crawford Street, Bethlehem City, PA 18017.

Parcel No. N6SE2C-16-2.

THEREON BEING ERECTED a ranch style dwelling with aluminum siding exterior and flat roof.

SEIZED AND TAKEN into execution of the writ as the property of Frank G. Csaszar.

RICHARD M. SQUIRE,
ESQUIRE

No. 32

**BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2004-006631**

ALL THAT CERTAIN tract or piece of land situate partly in the Borough of Wind Gap and partly in the Township of Plainfield, County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Westerly side of Broadway in line of land of Gard, thence along the Westerly side of Broadway South 21 degrees 56 minutes West, 520 feet and South 22 degrees 56 minutes West, 200 feet to a point on the concrete bridge, thence along other land of Lehigh Valley Oil Company, of which this was formerly a part, North 79 degrees 52 minutes West, 387 feet to a pipe in line of land of Redline, thence along said land of Redline North 21 degrees 22 minutes West, 856.82 feet to a stone and North 49 degrees 15 minutes East, 330.63 feet to a point in a public road, thence along said road 83 degrees 30 minutes East, 313.5 feet to a point in line of land of Brooke, thence along said land of Brooke

and land of Gard South 46 degrees 55 minutes East, 552.5 feet to the place of beginning.

BEING TAX PARCEL NO. F7 11A 2B.

UNDER AND SUBJECT to any and all conditions, matters and agreements as of record.

TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the foregoing premises belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of K & P Real Estate, LLC, as well at law as in equity, of, in, and to the same.

BEING KNOWN AS 950 South Broadway Street, Wind Gap, Pennsylvania.

THEREON BEING ERECTED a one story commercial building.

SEIZED AND TAKEN into execution of the writ as the property of Welcome Group, Inc., a Pennsylvania corporation and K & P Real Estate, LLC, a Pennsylvania limited liability company.

MICHAEL J. BARRIE,
ESQUIRE

No. 33
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2001-004092

ALL THAT certain lot, tract or piece of land situate in Lower Mt. Bethel Township, County of Northampton, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post corner of land of Tilghman Resh, then by other land of Hiram Rasely north sixty degrees west one hundred and

seven perches and six tenths to a post; thence by land of Herbert Rasely north fourteen degrees and three quarters east thirty-nine perches to a post; thence by land of John Rasely north eighty-four degrees and three quarters east thirty-one perches to a post; thence by the same north seventy-nine degrees east forty-five perches and four tenths to a post, the corner of land of John Rasely; thence by the same south three degrees west sixty-nine perches and four tenths to a post, thence by land of Tilghman Resh south fourteen degrees and one-half east thirty-six perches and eight tenths to a post; the place of Beginning. Containing thirty-six acres, one hundred and fifty-three perches strict measure.

EXCEPTING AND RESERVING THEREOUT AND THEREFROM 4.30 acres which Domenico Coccia and Josephine Coccia, his wife, did, by Indenture dated the 5th day of April, 1957, and recorded in the Office for the Recording of Deeds, in and for Northampton County, at Easton, Pennsylvania, in Deed Book A, Volume No. 100 at Page 292, grant and convey unto John Nemeth, Jr. and Rose M. Nemeth, his wife, their heirs and assigns forever.

IT BEING THE SAME PREMISES which Richard O. Helliessen, by his Deed dated August 24, 1971, on recorded on August 26, 1971, in the Recorder of Deeds Office in and for Northampton County in Deed Book Vol. 407, Page 364, granted and conveyed unto David Sohn and Barbara Sohn. David Sohn departed this life the 21st day of July, 1995, then vesting the property solely in the name of Barbara Sohn. Barbara Sohn departed this life the 30th day of November 1999.

Northampton County Tax Parcel number: G10-4-2.

BEING KNOWN AS 8670 Little Creek Road, Bangor, Pennsylvania.

THEREON BEING ERECTED a ranch style dwelling with vinyl siding and wooden exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Lawrence Sohn, Executor of the estate of Barbara Sohn, deceased.

RICHARD BRENT SOMACH,
ESQUIRE

No. 34
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2001-001400

ALL THAT CERTAIN lot or piece of land, together with the buildings thereon erected, situate partly in Moore Township and partly in Bushkill Township, County of Northampton and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a spike in the Township Road #605, Johnson Road, leading from L.R. 48042 to Moorestown Cheese Company and in the corner of the land now or late of Clayton R. Roth; thence along the center of Johnson Road, South eighty-eight (88) degrees no minutes East, seven hundred forty-eight and seventy-eight one-hundredths (748.78) feet to a spike in the road and other land of the Jacob Johnson Estate; thence along that land and the land now or late of Floyd Hoch, passing over a stake at the edge of the road South thirty-one (31) degrees twenty (20) minutes West, four hundred thirty-one and ninety-two one-hundredths (431.92) feet to a stake and the corner of the land now or late of Clayton R. Roth; thence along a fence and the land now or late of Clayton R. Roth, North

fifty-three (53) degrees no minutes West, six hundred fifty-six and sixty-eight one-hundredths (656.68) feet, passing over a stake at the edge of the road to the point and place of Beginning, Containing in area 3.234 acres of land.

The above description being according to a survey made by Brice H. Freestone, R.P.E. under date of November 5, 1962.

Having erected a dwelling known as 655 Johnson Road, Northampton PA 18067.

Parcel No. H6-23-1.

BEING the same premises which Roy G. Kocher, Executor of the Last Will and Testament of John E. Kocher granted by his Deed dated 5/7/1999 and recorded on 5/13/1999 in the Northampton County, Pennsylvania, in the Recorder of Deeds Office in Deed Book Volume 1991, page 69744, granted and conveyed unto, Joseph R. Bickerton, Sr.

THEREON BEING ERECTED a ranch style dwelling with vinyl siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Joseph R. Bickerton, Sr.

LOUIS P. VITTI, ESQUIRE

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.

JEFFREY K. HAWBECKER
Sheriff
Northampton County,
Pennsylvania

CHRISTOPHER T. SPADONI,
ESQUIRE

Solicitor to the Sheriff

Feb. 16, 23; Mar. 2

**IN THE COURT OF COMMON PLEAS OF
NORTHAMPTON COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. C-48-CV-2006-859
IN RE: ADMINISTRATIVE ORDER 2006-2—
TRANSCRIPT OF CONTESTED HEARINGS IN
DIVORCE CASES
ADMINISTRATIVE ORDER**

AND NOW, this 6th day of February, 2006, Rule N1920.51(h) is hereby amended as follows:

(h) Notes of Testimony—Contested cases

(1) A stenographic record shall be made of the testimony in contested divorce hearings.

(2) If a party files exceptions to the Master's report and recommendations, that party shall pay the cost of transcription of the stenographic record. The estimated cost determined by the Master after consulting the court reporter shall be deposited in advance of transcription with the Master who shall disburse the sum required upon the stenographer filing the transcript.

(3) The Master shall require the deposit of the appearance fee of the stenographer prior to the hearing. In addition, the Master may require the deposit of the Master's fee prior to the hearing.

This order shall become effective immediately.

BY THE COURT:

/s/Robert A. Freedberg

ROBERT A. FREEDBERG, P.J.

In the Supreme Court of Pennsylvania

Copies of the following Orders are now available in the Bar Association office:

In Re: Schedule of Holidays for Year 2007 for staffs of the Appellate Courts and the Administrative Office of Pennsylvania Courts—No. 281 Judicial Administration Docket No. 1;

In Re: Promulgation of Consumer Price Index and Judicial Salaries Pursuant to Act 51 of 1995—No. 279 Judicial Administration Docket No. 1;

In Re: Temporary Transfer of Judicial Proceedings—No. 278 Judicial Administration Docket No. 1;

In Re: Sessions of the Supreme Court of Pennsylvania for the Year 2007—No. 171 Appellate Court Rules Docket No. 1;

In Re: Amendment of Pennsylvania Rule of Professional Conduct 1.4—No. 50 Disciplinary Rules Docket No. 1;

In Re: Order Promulgating New Rule of Criminal Procedure 150 and Amending Rules of Criminal Procedure 536 and 543—No. 335 Criminal Procedural Rules Docket No. 2;

In Re: Order Amending Rule of Criminal Procedure 550—No. 334 Criminal Procedural Rules Docket No. 2;

In Re: Promulgation of New Rules 1326 through 1331 Governing a Proceeding to Compel Arbitration and Confirm an Arbitration Award in a Consumer Credit Transaction—No. 447 Civil Procedural Rules Docket No. 5;

In Re: Promulgation of Rules 3301 et seq. Governing Attachment of Wages under Section 8127(a)(3.1) of the Judicial Code and Amendment of Rules 3101 and 3140—No. 446 Civil Procedural Rules Docket No. 5;

In Re: Amendment of Rules 1042.3(b) and 1042.8 Governing the Certificate of Merit—No. 445 Civil Procedural Rules Docket No. 5;

In Re: Order Revising Comment to Pennsylvania Rule of Evidence 409—No. 383 Supreme Court Rules Docket No. 1;

In Re: Order Revising Comment to Pennsylvania Rule of Evidence 101—No. 382 Supreme Court Rules Docket No. 1;

In Re: Order Approving Changes to Rules of Juvenile Court Procedure, Rules 120, 160, 373, 610, and 800—No. 381 Supreme Court Rules Docket No. 1.

Please call the Bar Association office at
(610) 258-6333 to reserve your copies.

JON A. SWARTZ

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(610) 439-1000
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Feb. 16



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**THE CHARTER OAK FIRE INSURANCE COMPANY, Plaintiff v.
THE WOODRING-ROBERTS CORPORATION, SELTZER
INSURANCE AGENCY INC., and JAMES SCHINTZ, Defendants**

Negligence—Contributory Negligence—Scope of Employment—Recovering Attorney’s Fees.

Insurance agent James Schintz, while employed by Seltzer Insurance Agency, obtained insurance for a couple, Donald and Donna Faix, with Charter Oak Fire Insurance Company. In accord with the wishes of the Faixs, the policy did not, by its terms, provide for uninsured or underinsured motorist benefits. However, after the Faixs were involved in an automobile accident, such benefits were provided by Charter Oak, in the amount of one million dollars, since it was unable to produce a rejection form signed by the Faixs, as is required by Pennsylvania law. Additionally, the Faixs brought a bad faith suit against Charter Oak that was settled for \$860,000.

Charter Oak brought suit against Seltzer and Schintz for one million dollars based on several theories sounding primarily in negligence and breach of contract. The parties filed cross-motions for summary judgment on this claim. Charter Oak also brought suit against Seltzer and Schintz, and against Woodring-Robert corporation, Schintz’ present employer, for \$860,000, arguing, *inter alia*, that certain misrepresentations made by Schintz caused delay in providing the benefits to the Faixs, thereby exposing Charter Oak to liability for bad faith. Charter Oak also sought to recover the attorney’s fees it incurred in handling the bad faith claim.

The Court granted summary judgment in favor of Charter Oak on its one million dollar claim, finding that, based upon the admission of Schintz, Seltzer and Schintz had a duty to see that the rejection forms were signed by the Faixs and that they breached this duty by failing to do so. The Court also found that, while traditional contributory negligence principles applied, Charter Oak was not contributorily negligent since it had no duty to guard against Seltzer and Schintz’ failure to see that the forms were signed. The Court granted summary judgment in favor of Woodring on Plaintiff’s \$860,000 claim, finding that Charter Oak failed to present any evidence that Schintz was acting in furtherance of Woodring when he allegedly made his misrepresentations. The Court also granted summary judgment in favor of Seltzer and Schintz on Plaintiff’s \$860,000 claim, finding that Charter Oak’s own actions exposed it to liability for bad faith. Finally, the Court ruled that Charter Oak could not recover the attorney’s fees it sought, finding that Charter Oak failed to provide any reason why the general bar against recovering attorney’s fees should not apply.

In the Court of Common Pleas of Northampton County, Commonwealth of Pennsylvania, Civil Division—Law, No. C0048-CV-2001006630.

Order of Court entering: summary judgment for Plaintiff on Plaintiff’s one million dollar claim, summary judgment for Defendant Woodring as to all liability; summary judgment for Defendants Seltzer and Schintz on Plaintiff’s \$860,000 claim; and denying Plaintiff’s request to recover attorney’s fees.

PETER J. SPEAKER, ESQUIRE and JOSEPH A. HOLKO, ESQUIRE, for Plaintiff.

CARL E. HARVISON, ESQUIRE and JAMIE L. LENZI, ESQUIRE, for Defendants Seltzer Insurance Agency, Inc. and James Schintz.

CHARLES J. DALY, ESQUIRE, for Defendant Woodring-Roberts Corporation.

Order of Court entered November 23, 2004 by GIORDANO, J.

OPINION

I. Facts

In April of 1997, Donald and Donna Faix visited Defendant Seltzer Insurance Agency, Inc. (hereinafter referred to as “Seltzer”) where they were assisted by Defendant James Schintz, a Seltzer insurance agent. The Faixs were in need of automobile insurance and sought the services of Seltzer and Schintz in obtaining such insurance.

After meeting with the Faixs, Schintz obtained insurance coverage for them through Plaintiff Charter Oak Fire Insurance Company (hereinafter referred to as “Charter Oak”). In accordance with the wishes of the Faixs, the terms of the policy did not include uninsured or underinsured motorist benefits, the absence of which is permitted by Pennsylvania law. See 75 Pa. C.S.A. §1731(a) (“Purchase of uninsured motorist and underinsured motorist coverages is optional.”). However, in order for such benefits to be excluded from an insurance policy, the insured must sign a rejection form. See *id.* §1731(c). If the insurer is unable to produce a rejection form executed by the insured, such benefits will be provided by the policy. *Id.* §1731(c.1). In this case, Schintz did not have the Faixs execute a rejection form. Thereafter, in June of 1997, the Faixs were involved in a tragic automobile accident. Mrs. Faix died as a result of the accident and Mr. Faix was seriously injured.

In February of 1998, Schintz left the employ of Seltzer and began working for Defendant Woodring-Roberts Corporation (hereinafter referred to as “Woodring”). Woodring assumed responsibility for the Faix account in April of 1998. During the course of his employment with Woodring, Schintz received phone calls from Charter Oak representatives and from the Faixs’ attorney regarding the rejection forms the Faixs were supposed to have signed. When the forms could not be produced, Charter Oak was required to pay Mr. Faix one million dollars in insurance benefits. Additionally, Mr. Faix brought a bad faith suit against Charter Oak, which was settle for \$860,000. Charter Oak then brought the instant action against Seltzer, Schintz and Woodring for the \$1,860,000 it paid to Mr. Faix. Presently before this Court is Woodring’s motion for summary judgment as to all liability, Seltzer and Schintz’ motions for summary judgment as to all liability, and Charter Oak’s motion for summary judgment on its one million dollar claim.

II. Summary Judgment

Summary judgment is properly granted when there exists no genuine issue as to any material fact and the moving party is entitled to judgment as

a matter of law. See Pa. R.Civ.P. 1035.2. See also, *O'Brien Energy Sys., Inc. v. Am. Employers' Ins. Co.*, 427 Pa. Super. 456, 461, 629 A.2d 957, 960 (1993). Summary judgment is appropriate only in those cases which are "clear and free from doubt . . ." *Lyman v. Boonin*, 535 Pa. 397, 404, 635 A.2d 1029, 1032 (1993). The record must be viewed "in the light most favorable to the non-moving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party." *Ertel v. Patriot-News Co.*, 544 Pa. 93, 98, 674 A.2d 1038, 1041 (1996).

III. *The One Million Dollar Claim*

Charter Oak seeks to recover one million dollars from Seltzer and Schintz, which is the amount it was required to pay Mr. Faix because it could not produce the rejection forms the Faixs were supposed to have signed. Charter Oak concedes that Woodring is not liable on this claim, but seeks to hold Seltzer and Schintz liable, contending that they had a duty to ensure that these rejection forms were signed. Its contention rests on several different legal theories, sounding primarily in contract and negligence. The parties have filed cross-motions for summary judgment on this claim. We need not address Charter Oak's breach of contract claim since we conclude that, as a matter of law, Schintz was negligent in failing to have the rejection forms signed. Accordingly, we also conclude that Seltzer is vicariously liable for Schintz' negligence and therefore find Seltzer and Schintz severally liable to Charter Oak for one million dollars.

"The elements of a cause of action based on negligence are a duty, a breach of that duty, a causal relationship between the breach and the resulting injury, and actual loss." *J.E.J. v. Tri-County Big Brothers/Big Sisters, Inc.*, 692 A.2d 582, 584 (Pa. Super. 1997). In this case, there is no dispute that Schintz did not have the forms signed, that Charter Oak would not have had to pay Mr. Faix the one million dollars had the forms been signed and that Charter Oak suffered a loss by having to pay Mr. Faix one million dollars. Hence, the only element in question is whether Schintz had a duty to see that the rejection forms were signed by the Faixs.

Generally, "[t]he determination of whether a duty exists in a particular case involves the weighing of several discrete factors which include: (1) the relationship between the parties; (2) the social utility of the actor's conduct; (3) the nature of the risk imposed and foreseeability of the harm incurred; (4) the consequences of imposing a duty upon the actor; and (5) the overall public interest in the proposed solution." *Althaus v. Cohen*, 562 Pa. 547, 756 A.2d 1166, 1169 (2000). In this case, however, Schintz admitted that he had a duty to see that the rejection forms were signed. At his deposition, Schintz was asked: "Back in February, March and April of 1997, you understood that when obtaining a policy without UIM coverage that you were required to get a UIM rejection form signed [sic] by the applicant?" (Schintz dep. at 45.) Schintz responded: "Yes." *Id.* Later on in the

deposition, Schintz was asked: "Would you agree with me everybody had a job to do; your job was to get forms signed and keep them, and Travelers' job was to issue policies when requested by you? Do you agree with that?" *Id.* at 54. Schintz again responded: "Yes." *Id.* Based upon these admissions, we conclude that Schintz had a duty to see that the rejection forms were signed by the Faixs.

Seltzer and Schintz argue that they did not have a duty to see that the rejection forms were signed because the Pennsylvania legislature imposed that duty on Charter Oak. They correctly point out that under section 1731(c.1), it is the insurer who must produce the rejection forms, not the insurance agent. However, we disagree with the Defendants' conclusion that this statute makes it Charter Oak's duty to ensure that the forms were signed by the Faixs. The effect of the statute is not to place a non-delegable duty on the insurer to see that the forms are signed, but to prevent the insurer from avoiding liability, as against its insured, by claiming that a third party was responsible for seeing that the forms are signed. The statute simply prevents Charter Oak from defending itself against a claim brought by Mr. Faix on the basis that Seltzer and Schintz were responsible for seeing that the forms were signed. This does not mean, however, that Charter Oak could not hire an insurance agency to handle such matters for it.

Seltzer and Schintz also argue that even if they did have a duty to see that the forms were signed, they cannot be held liable because Charter Oak was itself negligent. The parties agree that in this negligence action, traditional contributory negligence principles apply, rather than principles of comparative negligence. *See Gorski v. Smith*, 812 A.2d 683, 702 (Pa. Super. 2002) (finding that Pennsylvania's comparative negligence statute applies only to claims of bodily injury, death and property damage). Hence, if Charter Oak is even one percent negligent, it is completely barred from recovering against Seltzer and Schintz.

In *Gorski*, *supra*, the Superior Court provided the standard by which the contributory negligence doctrine is to be applied in a legal malpractice claim.

'Contributory negligence is conduct on the part of a plaintiff which falls below the standard [of care] to which he should conform for his own protection and which is a legally contributing cause, cooperating with the negligence of the defendant, in bringing about the plaintiff's harm. Contributory fault may stem either from a plaintiff's careless exposure of himself to danger or from his failure to exercise reasonable diligence for his own protection.' However, our Supreme Court has also clearly recognized that 'one is not bound to anticipate the negligence of another.' Thus, '[i]t is not contributory negligence to fail to guard against the lack of ordinary care by another.'

A client who retains an attorney to perform legal services has a justifiable expectation that the attorney will exhibit reasonable care in the performance of those services since that is the attorney's sacred obligation to the client. The client is, therefore, under no duty to guard against the failure of the attorney to exercise the required standard of professional care in the performance of the legal services for which the attorney was retained. Imposing such a duty on the client would clearly defeat the client's purpose for having retained the attorney in the first place. Consequently, as a matter of law, a client cannot be deemed contributorily negligent for failing to anticipate or guard against his or her attorney's negligence in the performance of legal services within the scope of the attorney's representation of the client.

Id. at 703 (alterations in original) (citations omitted). The *Gorski* court also added that contributory negligence has been recognized as a valid defense where the client withheld or misrepresented essential information from the attorney or the client disregarded the attorney's advice or instructions. *Id.* Additionally, the Defendants call to our attention *Indus. Valley Bank & Trust Co. v. Dilks Agency*, 751 F.2d 637, 640-41 (3d Cir. 1985), where the plaintiff, an indenture trustee, was found contributorily negligent because it failed to inform the defendant, its insurance agent, of certain relevant information.

The Defendants argue that Charter Oak was negligent because its computer system allowed coverage to be bound without verifying that the required forms were signed, because it failed to have procedures in place preventing policies from being issued when the appropriate forms were not signed, and because, assuming such procedures were in place, it failed to properly communicate the procedures to its agents. We disagree.

As in *Gorski*, supra, Charter Oak hired the Defendants to perform a service for it. It had a justifiable expectation that the Defendants would exhibit reasonable care in performing those services. The Defendants' allegations of negligence amount to a contention that Charter Oak should have taken additional safety measures to ensure the forms were signed, rather than relying only on them to do so. However, Charter Oak was under no duty to guard against the failure of Seltzer and Schintz to perform what they admit was their obligation. Imposing such a duty on Charter Oak would defeat its purpose in obtaining the Defendants' services in the first place. Moreover, the Defendants do not allege any affirmative action by Charter Oak, such as withholding information or disregarding advice given to it by the Defendants. Thus, our case is unlike the instances cited above where the plaintiffs were found contributorily negligent. Accordingly, for the reasons stated above, we find that Charter Oak was not contributorily negligent in regards to ensuring that the rejection forms were signed. Therefore,

since only Schintz had a duty to see that the rejection forms were signed, he is liable to Charter Oak for having breached that duty and Seltzer is vicariously liable for Schintz' negligence.

A. *How Much Is Charter Oak Entitled To Collect?*

The Defendants argue that, even if they are liable for having failed to ensure that the rejection forms were signed by the Faixs, they are only liable for one hundred dollars. This figure represents the difference in the premium paid by the Faixs for coverage without uninsured or underinsured motorist coverage and the premium that would have been charged for the coverage with maximum uninsured and underinsured motorist coverage. The Defendants cite a number of cases from other jurisdictions that they aver support this argument. We, however, are not persuaded. Remedies in a negligence action are designed to restore the aggrieved party to the position he would have been in had the negligent party performed his duty, not to put the tort-feasor in the position he would have been in had he properly performed his duty. The Defendants' failure to ensure that the rejection forms were signed cost Charter Oak one million dollars, not one hundred dollars. Accordingly, to put Charter Oak in the position it would have been in had the Defendants performed their duty, Charter Oak must be and is awarded one million dollars for which Seltzer and Schintz are severally liable.

IV. *The \$860,000 Claim*

A. *Woodring's Motion for Summary Judgment*

Charter Oak claims that Woodring is liable to it for certain actions taken by Schintz after he began working for Woodring. It alleges that Schintz, while in the employ of Woodring, misled it and the Faixs' attorney on several occasions, telling them the rejection forms had been signed by the Faixs and would be produced soon. It contends that Woodring is liable to it for the \$860,000 it paid to Mr. Faix in settling the bad faith claim brought against it by the Faixs, since the alleged misrepresentations occurred while Schintz was employed by Woodring, and these misrepresentations formed part of the basis of the Faixs' bad faith claim. This Court, however, disagrees with Charter Oak.

"[A] principal is liable to third parties for the frauds, deceits, concealments, misrepresentations, torts, negligences and other malfeasances and misfeasances of his agent committed [within the scope] of his employment" *Aiello v. Ed Saxe Real Estate, Inc.*, 508 Pa. 553, 562, 499 A.2d 282, 285 (1985). "'Acts may be said to be within the scope of the servant's employment where specifically directed, or where they are clearly incidental to the master's business.'" *Kelly v. Yount*, 135 Pa. Super. 528, 7 A.2d 582 (1939), *aff'd*, 338 Pa. 190, 12 A.2d 579 (1940) (citations omitted).

“[T]he test for whether an agency issue should reach the jury turns upon whether any reasonable inference from the facts supports the finding that the employee was acting in furtherance of his employer’s business.” *Johnson v. Glenn Sand & Gravel*, 308 Pa. Super. 22, 26, 453 A.2d 1048, 1050 (1982) (citing *Pillo v. Mohan*, 410 Pa. 417, 189 A.2d 850 (1963)).

In this case, Charter Oak has failed to produce any evidence that Schintz was acting in furtherance of Woodring’s business when he allegedly made the misrepresentations to Charter Oak and to the Faixs’ attorney. The representations made by Schintz concerned his failure to obtain the rejection form the Faixs were supposed to have signed. Both this failure and the Faixs’ accident predate Schintz’ employment with Woodring. Thus, it appears clear to this Court that any conversations Schintz had regarding the Faixs’ accident were for the purpose of tying up loose ends with his previous employer. Even his misrepresentations, if he did in fact make any, were for his own benefit and the benefit of Seltzer, not Woodring. The mere fact that Schintz was employed by Woodring at the time the representations were made does not mean he was acting in furtherance of Woodring when he made them. Since Charter Oak has not provided us with any facts on which we could reasonably infer that Schintz was acting in furtherance of Woodring at the time he made his representations, Woodring’s motion for summary judgment is granted.

B. Seltzer and Schintz’ Motions for Summary Judgment

Seltzer and Schintz also argue that they are entitled to summary judgment on Charter Oak’s claim for the \$860,000 it paid to Mr. Faix in settling the bad faith claim brought against it. The Defendants argue first that it would be contrary to the public policy underlying the bad faith statute, 42 Pa. C.S.A. §8371, to allow an insurer to shift its liability under the statute to an insurance agency, since the statute, by its terms, applies only to insurers. This argument, however, misses the point. Charter Oak does not seek to hold the Defendants liable under the bad faith statute. Rather, it argues that it was only exposed to liability under the statute because Defendants failed to see that the rejection forms were signed. Charter Oak seeks to recoup these expenses, which it contends resulted for the Defendants’ actions.

Seltzer and Schintz also argue that they are entitled to summary judgment on this claim because Charter Oak was primarily responsible for the delay in paying Mr. Faix the one million dollars it owed him. Seltzer and Schintz argue that any delay caused by Schintz’ negligent misrepresentations was minimal in comparison to Charter Oak’s own delinquencies in paying Mr. Faix. They also point out that Mr. Faix’s bad faith claim rested on several theories, some of which stem entirely from Charter Oak’s own actions. The Defendants argue that, because of these failures by Charter Oak, they are entitled to summary judgment on the \$860,000 claim. We agree with the Defendants and grant summary judgment in their favor.

At her deposition, Carol Walley, a former employee of Charter Oak, indicated that she first contacted Schintz on September 9, 1998 (Walley dep. at 30) and also spoke with him on September 15th, September 23rd and September 30th. *Id.* at 30-37. According to Walley, it was during their conversation on September 30th that Schintz informed Walley that he did not have the Faixs sign the rejection forms. *Id.* at 34-35. Yet, despite knowing that the forms had not been signed, Charter Oak delayed in paying Mr. Faix the one million dollars. It did not make Mr. Faix a settlement offer until January 21, 1999, and, at that time, it offered only \$325,000, *see id.* at 46, despite having set the reserve for the UIM claim at one million dollars earlier that same month. *See id.* at 51. Charter Oak did not make another settlement offer until August 24, 1999, finally tendering the full one million dollars, which was later paid in December of 1999.

We conclude that, based on these facts, Charter Oak exposed itself to liability for bad faith by failing to pay Mr. Faix the \$1 million in a timely fashion. Had Charter Oak acted within a reasonable time after learning that the rejection forms had not been signed, it likely would have avoided any bad faith liability. Therefore, the Defendants' motions for summary judgment on Charter Oak's \$860,000 claim are granted.

V. Attorney's Fees

The Defendants Seltzer and Schintz also contend that Charter Oak is not entitled to collect payment for its attorney's fees. The Defendants correctly point out that a party is generally not entitled to collect attorney's fees from his/her opponent. Charter Oak responds that it is not seeking attorney's fees for the present action, but rather, the fees and costs it incurred in the actions involving the Faixs. Charter Oak contends that these expenses were incurred as a consequence of the Defendants' misconduct and that, if it is to be made whole again, such expenses must be recoverable. We disagree with Charter Oak.

"[I]n this Commonwealth, a litigant cannot recover counsel fees from an adverse party unless there is express statutory authorization, a clear agreement of the parties, or some other established exception." *Lavelle v. Koch*, 532 Pa. 631, 638, 617 A.2d 319, 323 (1992). The fact that Charter Oak seeks recovery for fees incurred in separate matters does not render this rule any less applicable. Charter Oak must still be able to point to some reason why such fees are recoverable. To the extent that any plaintiff prevails in an action against a defendant, it can be said that he/she has incurred additional expenses in the way of attorney's fees and costs that he/she would not have incurred had that defendant not acted wrongfully. However, this does not mean that a prevailing plaintiff is always entitled to collect his/her attorney's fees. Thus, since Charter Oak has not provided us with any reason why the general prohibition against recovering attorney's fees should

not apply, it is not permitted to recover any of its attorney's fees, regardless of how they were incurred.

WHEREFORE, we enter the following order:

ORDER

Defendant Woodring's Motion for Summary Judgment is granted. Plaintiff Charter Oak's Motion for Summary Judgment on its one million dollar claim against Defendants Seltzer and Schintz is granted. Seltzer and Schintz are severally liable to Charter Oak for one million dollars. Defendant Seltzer's Motion for Summary Judgment is denied as to Plaintiff's one million dollar claim and granted as to Plaintiff's \$860,000 claim. Defendant Schintz' Motion for Summary Judgment is denied as to Plaintiff's one million dollar claim and granted as to Plaintiff's \$860,000 claim.

Charter Oak is not permitted to collect any attorney's fees for any action.

MARCH 2006 COURT CALENDAR

MON	TUE	WED	THU	FRI
		1 DRS	2 Juvenile DRS	3 Misc. Hearings
6 Juvenile Non-Jury	7 Non-Jury	8 Non-Jury	9 Juvenile Arrestment Non-Jury	10 Misc. Hearings
13 Juvenile Criminal	14 Criminal	15 Criminal	16 Juvenile Criminal	17 Misc. Hearings
20 Juvenile Status	21	22 Civil Call ARD/ Summaries	23 Juvenile Arrestment	24 Misc. Hearings
27 Juvenile Civil	28 Civil	29 Civil	30 Juvenile Civil	31 Misc. Hearings O.C. Audit