

ADVANCE SHEET

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CONTAINING THE DECISIONS RENDERED IN THE
12th JUDICIAL DISTRICT

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Bar Association Page

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100 Chestnut Street, Suite 304

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Telephone: 717-232-8771

Facsimile: 717-232-8773

E-Mail: hpsc@ptd.net

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DONALD MORGAN
Executive Director
JOYCE TAMBOLAS
Administrative Assistant
BRIDGETTE L. HILBISH
Office Assistant

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TERMS

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Estate Notices

DECEDENTS ESTATES

NOTICE IS HEREBY GIVEN that letters testamentary or of administration have been granted in the following estates. All persons indebted to the estate are required to make payment, and those having claims or demands to present the same without delay to the administrators or executors or their attorneys named below.

FIRST PUBLICATION

ESTATE OF GEORGETTE SINCLAIR, late of Millersburg, Dauphin County, Pennsylvania (died June 6, 2008). Personal Representative: Terry L. Burrows, P.O. Box 103, Millersburg, PA 17061. Attorney: Dale K. Ketner, Esq., Shaffer & Engle Law Offices, 129 Market Street, Millersburg, PA 17061. y18-a1

ESTATE OF WILLIAM C. STUDENROTH, JR., a/k/a WILLIAM CHARLES STUDENROTH, late of Derry Township, Dauphin County, Pennsylvania (died May 11, 2008). Administratrix c.t.a.: Stacy Studenroth. Attorney: George W. Porter, Esq., 909 East Chocolate Avenue, Hershey, PA 17033. y18-a1

ESTATE OF MARIAN F. FEASTER, late of Williamstown, Dauphin County, Pennsylvania (died June 15, 2008). Executrix: JoAnn Rarig. Attorney: Elwood R. Harding, Jr., Esq., Harding & Hill, LLP, Third Street Office, 38 West Third Street, Bloomsburg, PA 17815. y18-a1

ESTATE OF M. KEITH SULLIVAN, late of Lower Swatara Township, Dauphin County, Pennsylvania (died June 8, 2008). Co-Administrators: Brian P. Sullivan, 527 Cattell Street, Middletown, PA 17057 and Curtis C. Sullivan, 527 Cattell Street, Middletown, PA 17057. Attorney: John S. Davidson, Esq., 320 West Chocolate Avenue, P.O. Box 437, Hershey, PA 17033-0437. y18-a1

ESTATE OF MERIET E. GESFORD, JR., late of South Hanover Township, Dauphin County, Pennsylvania. Executor: Michael Pankake, 111 West Main Street, Hershey, PA 17033. Attorney: Craig A. Hatch, Esq., Gates, Halbruner & Hatch, P.C., 1013 Mumma Road, Suite 100, Lemoyne, PA 17043. y18-a1

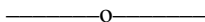
ESTATE OF LAWRENCE THOMAS, late of Steelton Borough, Dauphin County, Pennsylvania. Administrator: Ronald D. Butler, 500 North Third Street, P.O. Box 1004, Harrisburg, PA 17108. Attorneys: Butler Law Firm, 500 North Third Street, P.O. Box 1004, Harrisburg, PA 17108. y18-a1

ESTATE OF JANET B. WNUK, late of Susquehanna Township, Dauphin County, Pennsylvania (died May 30, 2008). Executrix: Christine Wnuak. Attorney: Diane S. Baker, Esq., P.O. Box 6443, Harrisburg, PA 17112-0443. y18-a1

THE DAUPHIN COUNTY REPORTS

CONTAINING THE CASES DECIDED BY

Judges of the Twelfth Judicial District of Pennsylvania



Schmitt v. Centric Bank

Practice — Pleading — Extension of Time — Prejudice — Contracts — Agency —
Fiduciary Duty.

Plaintiffs filed breach of contract and tort claims seeking recovery for their financial loss in rebidding and refinancing a construction project. Defendant's response to the complaint was filed seven (7) days after expiration of the twenty-day filing period set forth in Pa.R.C.P. 1026. Defense counsel had previously advised Plaintiffs' counsel of a possible "slight delay" in responding, but made no formal request for an extension. Upon expiration of the twenty-day filing period, Plaintiffs' counsel provided immediate notice of intent to enter a default judgment under Pa.R.C.P. 237.1(a)(2).

1. The twenty-day filing period set forth in Pa.R.C.P. 1026 has been interpreted liberally and is permissive rather than mandatory. (Citation omitted). The decision of whether an extension of time shall be granted for service of pleadings subsequent to the complaint is within the discretion of the trial court. (Citation omitted). A late pleading may be filed if the opposing party is not prejudiced and justice so requires. (Citation omitted). Prejudice results when an opposing party's delay causes a party "any substantial diminution in their ability to present factual information in the event of trial." (Citation omitted). *Weaver v. Martin*, 655 A.2d 180, 183-184 (Pa. Super. 1995).

2. The rules shall be liberally construed to secure the just, speedy and inexpensive determination of every action or proceeding to which they are applicable. The court at every stage of any such action or proceeding may disregard any error or defect of procedure which does not affect the substantial rights of the parties. *Pa.R.C.P. 126 (Rules of Construction)*.

3. Ordinarily, there is no duty on the part of the lender to inspect mortgaged property for the benefit of the borrower, unless the lender has otherwise assumed such a duty. *Henry v. First Federal Savings & Loan Assn.*, 459 A.2d 772 (Pa. Super. 1983). However, when a mortgagee has exclusive control of disbursements from a construction fund, an implied agency may arise, imposing a duty akin to a fiduciary relationship. *Garbish v. Malvern Federal Savings and Loan Assoc.*, 517 A.2d 547 (Pa. Super. 1986).

Preliminary objections. C.P., Dau. Co., No. 2008 CV 01287.
Dismissed and denied.

Paige Macdonald-Matthes, for Plaintiff

Bruce D. Foreman, for Defendant

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KLEINFELTER, J., June 27, 2008 – This matter comes before the court on Defendant’s Preliminary Objections and Plaintiffs’ Preliminary Objection to Defendant’s Preliminary Objections. The procedural history of the case to date may be summarized as follows:

Plaintiffs initiated this action by the filing of a complaint on January 31, 2008. The complaint was endorsed with the required notice to file a response within 20 days. Service of the complaint was accepted by counsel for defendant on February 4, 2008. Pursuant to Pa.R.C.P. 1026 and the notice, defendant was required to file a responsive pleading on or before February 25, 2008.

On February 26, 2008, plaintiffs provided defendant’s counsel with a notice of intent to enter a default judgment under Pa.R.C.P. 237.1 (a)(2). The notice advised that unless a response was filed within ten days, judgment may be entered. Defendant filed preliminary objections on March 3, 2008. Plaintiffs filed preliminary objections to defendant’s preliminary objections on March 6, 2008. In response, on March 17, 2008, defendant filed a reply in opposition. Both sides have filed briefs in support of their pleadings and oral argument was entertained on June 10, 2008.

PLAINTIFF’S PRELIMINARY OBJECTIONS TO DEFENDANT’S PRELIMINARY OBJECTIONS

Plaintiffs ask us to strike defendant’s preliminary objections since they were not filed within the requisite 20-day period. Pa.R.C.P. 1026. Plaintiffs’ counsel does, however, concede that on February 14, 2008 – ten days into the response time – she was contacted by defense counsel and advised that there might be a “slight delay” in responding. The delay would allegedly be occasioned by anticipated insurance representation. Still, plaintiffs’ counsel now argues, defendant did not formally ask for an extension and did not request leave of court for a filing *nunc pro tunc*. Defense counsel counters that he received no response to his delay advisory and “typical professional courtesy being expected, Counsel for Defendant did not anticipate a snap notice under Pa.R.C.P. 237.1.”

Regarding the time for filing set forth in Pa.R.C.P. 1026, our appellate courts have instructed:

This twenty day filing period has been interpreted liberally and is permissive rather than mandatory. (Citation omitted). The decision of whether an extension of time shall be granted is within the discretion of the trial court. (Citation omitted). A late pleading may be filed if the

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opposing party is not prejudiced and justice requires. (Citation omitted). Prejudice results when an opposing party's delay causes a party "any substantial diminution [in their] ability to present factual information in the event of trial." (Citation omitted).

Weaver v. Martin, 655 A.2d 180, 183-84 (Pa. Super. 1995).

Plaintiffs argue that defendant did not file for an extension and has failed to provide any justification for its late filing. Plaintiffs further argue that they need not establish prejudice where defendant provides no justification for its delay, *citing, Peters Creek Sanitary Authority v. Welch*, 681 A.2d 167 (Pa. 1996) (answer filed 23 months after service of complaint).

In the present case, defendant's response was seven days late (2/25/08-3/3/08). The delay is explained by defense counsel's understanding – perhaps unjustified – that his earlier advisory regarding a delayed filing would be honored without an express written authorization for an extension, especially since he had received no affirmative rejection of his proposal. We find defendant's explanation to be credible.

Moreover, although plaintiffs might not be required to demonstrate prejudice, we cannot imagine how a seven day delay could possibly compromise plaintiffs' case to any degree. Certainly, plaintiffs' substantive rights here suffered no jeopardy.

In denying plaintiff's preliminary objections we will be guided by Pa.R.C.P. 126 (Rules of Construction):

The rules shall be liberally construed to secure the just, speedy and inexpensive determination of every action or proceeding to which they are applicable. The court at every stage of any such action or proceeding may disregard any error or defect of procedure which does not affect the substantial rights of the parties.

DEFENDANT'S PRELIMINARY OBJECTIONS

Defendant brings three objections: 1) Legal Insufficiency (demurrer); 2) Insufficiency of Pleading (which we interpret to mean a lack of factual specificity); and 3) Pendency of a Prior Action.

Plaintiffs' complaint contains two counts: Count I – Breach of Contract and Count II – Breach of Duty of Good Faith and Fair

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Dealing. In 46 paragraphs preceding the aforesaid counts, plaintiffs set forth the circumstances under which they sought and obtained financing from defendant in order to create a "Retreat Center." There were two loan agreements, both executed on June 6, 2006. In the first, defendant granted a "property loan" in the amount of \$495,000 for the purchase of a parcel at 8125 Jonestown Road in Dauphin County. The second was a "construction loan" in the amount of \$424,000 for the purpose of renovating the property to create the Retreat Center.

One of the provisions of the construction loan required defendant's approval of all contractors employed in connection with the construction. Another provision of the loan required payment applications to be made on a standard AIA request form executed by borrower. Thereafter, defendant was to inspect the property "to ensure that the work identified in the (payment application) was complete and satisfactory."

As construction proceeded, it became apparent that the general contractor would not be able to meet the agreed upon completion date. Moreover, plaintiffs discovered that the contractor had not been performing in a good and workmanlike manner and had not been following the building plans. The general contractor was then terminated, but not before defendant had approved payments totaling \$337,000. Estimates by other contractors to remedy construction defects and properly complete the work ranged from \$425,000 to \$440,916. With defendant's concurrence, Plaintiffs hired a contractor at the \$440,916 figure and defendant agreed to provide the financing less \$100,000 which was to come from plaintiffs' personal funds.

Plaintiffs' complaint avers that defendant had a contractual duty under the construction to assure that the work was complete and satisfactory before advancing funds to the contractor. Specifically, the complaint avers that the requisite inspection reports obtained by defendant were incomplete, unsatisfactory, and inadequately reviewed by defendant prior to release of funds. As a consequence, plaintiffs seek judgment for their financial loss in rebidding and refinancing the project.

Plaintiffs' second count incorporates all of the preceding averments but sounds in tort. Essentially, plaintiffs claim that the terms of the construction loan "impose() a duty of good faith and fair dealing" in the performance and enforcement of the loan.

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LEGAL DISCUSSION - COUNT I

(Breach of Contract)

Defendant's first preliminary objection is in the nature of a demurrer to Count I and, by implication,¹ to Count II. According to the complaint, and contrary to the contract terms, Defendant did not inspect the property to ensure that the work was complete and satisfactory prior to disbursement of funds. Furthermore, the payment applications were not submitted on standard AIA forms and not signed by the architect or by plaintiffs in contravention of the loan terms.

Defendant's demurrer argues, however, that the language in the loan document found under "Disbursement of Loan Funds;" namely: "Following each request, Vartan National Bank will inspect the property to ensure work supported by invoices and/or National Bank will inspect the property to ensure work supported by invoices and/or receipts is complete and satisfactory" was inserted solely for the benefit of the bank and may be enforced only by them.

Defendant's brief expands on this position by directing our attention to a separate loan provision under the heading "Limitation of Responsibility." Here we read:

The making of any Advance by Lender shall not constitute or be interpreted as either (A) an approval or acceptance by Lender of the work done through the date of the Advance, or (B) a representation or indemnity by Lender to any party against any deficiency or defect in the work or against any breach of any contract. Inspections and approvals of the Plans and Specifications, the Improvements, the workmanship and materials used in the Improvements, and the exercise of any other right of inspection, approval, or inquiry granted to Lender in this

1. Defendant's preliminary objections are not drafted with any specificity as to which count in the complaint they are directed. The text, however, seems to address the contractual elements of Count I rather than the tort claims in Count II. Plaintiffs argue that no objection has been raised to Count II and point to Paragraph 4 of the demurrer which ends: "Plaintiff has failed, as a matter of law, to set forth a cause of action *at least in regard to Count I of Plaintiff's Complaint.*" (Emphasis supplied.) Defendant's brief also fails to distinguish between the two counts of the complaint. Making such a distinction is crucial to our determination since Count I is clearly a contract claim while Count II sounds in tort. While we are tempted to accept plaintiffs' invitation to dismiss any objection to Count II solely on the basis of defendants' inartful pleading, we will resist the temptation and address the issue objections as applicable to both counts.

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agreement are acknowledged to be solely for the protection of Lender's interest, and under no circumstances shall they be construed to impose any responsibility or liability of any nature whatsoever on Lender to any party. Neither Borrower nor any contractor, subcontractor, materialman, laborer, or any other person shall rely, or have any right to rely, upon Lender's determination of appropriateness of any Advance. No disbursement or approval by Lender shall constitute a representation by lender as the nature of the Project, its construction, or its intended use for Borrower or for any other person, nor shall it constitute an indemnity by Lender to Borrower or to any other person against any deficiency or defects in the project or against any breach of any contract.

We view the assertion of this provision in the loan agreement to be in the nature of a defense to the claim. Raised in a preliminary objection, this defense is a "speaking demurrer," *i.e.* it raises facts which might excuse the performance of other terms of the contract. Furthermore, until pleaded, the legality (validity) of this provision cannot be challenged by plaintiffs. Putting the "Limitation of Responsibility" provision aside for the moment, Count I clearly states a cause of action in contract.

COUNT II

(Breach of Duty of Good Faith and Fair Dealing)

The averments under this count emphasize that under the terms of the Construction Loan, defendant "was at all times relevant in complete control of the disbursement of funds." As such, defendant "had an obligation to act as a fiduciary over those funds." The complaint charges that defendant "breached its contractual duty of good faith and fair dealing by failing to adhere to each of the Conditions Precedent for Each Advance" and "by hiring an incompetent inspector."

Defendant's demurrer argues that there is no tort duty on the part of the lender to inspect the property which is the subject of a loan. In support of this proposition, defendant's brief relies on several cases. The first of these is *Santo, et ux. v. Qualcraft Construction, et al.*, 56 Cumb. 280 (2007). As defendant suggests, the case is quite similar to the one at bar. Santo had been granted a loan by defendant Washington Savings Bank for the purpose of financing construction of a new home by defendant Qualcraft. The loan agreement provided that draws would be governed by certain conditions precedent, including inspections by a company hired by the bank. During construction, defects and incomplete

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work were discovered. Plaintiffs sued both the contractor and the bank; that bank brought the demurrer. Unfortunately, our reading of the opinion does not allow us to know whether the count against the bank was couched in terms of breach of contract or breach of some other, *e.g.*, fiduciary, duty. What we do know is that Judge Hess undertook a careful review of the loan agreement and found that it (as does the one under present review) explicitly disclaimed any liability by the bank to the borrower and that all inspections made were for the sole benefit of the bank. Judge Hess sustained the bank's preliminary objections.

The *Santo* decision cites *Henry v. First Federal Savings & Loan Assn.*, 459 A.2d 772 (Pa. Super. 1983), a case upon which defendant herein independently relies:

Ordinarily, there is no duty on the part of the lender to inspect the mortgaged property to determine that the borrower is obtaining that which he may have been promised by the vendor or that which he believes he is obtaining.

Id. at 774.

In *Henry* the facts again closely parallel those at bar. It appears that the borrower sued his lender in both assumpsit and trespass. In discussing the tort claim the *Henry* court opined in the language just quoted above. This language comes in turn from *Federal Land Bank of Baltimore v. Fetner*, 410 A.2d 344, 348 (Pa. Super. 1979) where the issue was whether a bank had an affirmative duty to disclose the existence of an easement which burdened the property.

But the *Henry* court went on to qualify the general rule of no duty by adding: "unless the mortgages/lender has otherwise assumed such a duty."

The assumption of a tort duty, when otherwise no duty exists, is governed by the Restatement (Second) of Torts §323 (1965). *See, Hamil v. Bashline* (Citation omitted). It states in pertinent part that: "one who undertakes ... for consideration to render services to another which he should recognize as necessary for the protection of the other's person or things, is subject to liability to the other for physical harm resulting from his failure to exercise reasonable care to perform his undertaking" The assumption of a duty must be evidenced by "some contractual or legal obligation." *DeJesus v. Liberty Mutual*

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Insurance Co. (Citation omitted). Thus, appellants' counts in trespass are not actionable unless appellee contractually undertook to make quality inspections for their benefit.

Henry, supra, 459 A.2d at 775, Footnote 3.

The *Henry* court noted that interpretation of the construction loan agreement was "a question of law for the court" where "the terms ... are clear and unambiguous." *Id.* It concluded that the language of the agreement negated the existence of a duty and granted summary judgment to the bank.

The difficulty with this analysis is that it blurs conventional distinctions between contract duty and tort duty. The latter can arise not only from the terms of a written agreement but also from the conduct between the parties in a particular case.

This distinction is highlighted by the more recent decision of *Garbish v. Malvern Federal Savings and Loan Assoc.*, 517 A.2d 547 (Pa. Super. 1986). Again the facts are much akin to those at bar. Plaintiffs obtained a construction mortgage from defendant savings and loan. The savings and loan utilized a voucher system under which the contractor specified the work performed or materials purchased and to whom payment should be made. Each voucher indicated that the work had been inspected and approved. In fact, however, the savings and loan inspectors never saw the schedule of operations and were unaware of whether the amounts on the voucher were within those used to arrive at the contract price, or whether the labor listed on the voucher was an item even included on the schedule of operations. The plaintiff homeowner had requested to be included in the voucher approval process but was not permitted to do so. By the time plaintiff considered the contractor to be in breach of the contract, the house was only 40% completed while 90% of the funds had been disbursed.

The *Garbish* opinion states that the primary issue raised –

is one of first impression in this Commonwealth: what is the duty of the mortgagee to the mortgagor with regard to disbursement of a construction fund comprised of both the proceeds of a mortgage and cash belonging to the mortgagor when the mortgagee exercised exclusive control over the fund.

Id., 517 A.2d at 551.

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It must be noted that in determining the “exclusive control” question, the *Garbish* court had the benefit of an entire trial record. That evidence was reviewed at length by Superior Court in coming to its conclusion that the savings and loan did indeed exercise “exclusive control.” Having determined this issue, the court undertook a survey of the law in other jurisdictions concluding, under the facts presented, that the relationship between the parties was more than that of a lender and borrower; it was an “implied agency.” That agency imposed a duty akin to a fiduciary relationship.

The *Garbish* court went on to distinguish cases such as *Henry* and *Fetner, supra*, where the mortgagee did not have exclusive control of the construction funds. Furthermore, *Garbish* found that the exculpatory clause – if applicable – was a contract of adhesion and unenforceable.²

Returning to the case at bar and defendant’s demurrer to Count II, we see that plaintiffs have alleged that defendant was “in complete control of the disbursement of funds.” If this claim is ultimately supported by the evidence, the implied agency and fiduciary duty discussed in *Garbish* would come into play. On the present state of the record it is impossible to predict this outcome.

In ruling on these demurrers we are governed by the well-known principle that all material facts set forth in the complaint and all inferences reasonably deductible therefrom must be admitted as true. Moreover, no evidence outside of the complaint may be considered. *Hess v. Fox Rothschild, LLP*, 925 A.2d 798 (Pa. Super. 2007). Given this standard for ruling on a demurrer we can only conclude that plaintiffs have indeed stated a valid cause of action as to Count II.

INSUFFICIENCY OF PLEADING

Defendant next objects that “Plaintiffs have failed to sufficiently detail their cause of action” We disagree. Plaintiffs’ 80 paragraph complaint is abundantly specific in providing the details of the loan and the distribution of proceeds to support both their claim of breach of contract and their tort claim of breach of fiduciary relationship arising from defendants’ “complete control” of the loan proceeds.

2. Plaintiffs assert in their brief that the “Limitation of Responsibility” language in the agreement at bar also amounts to a contract of adhesion. We make no judgment on this claim at this juncture. We believe the assertion must be raised in a pleading, such as a reply to new matter, where the exculpatory provision would presumably be raised as a defense.

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PENDENCY OF A PRIOR ACTION

Under this objection defendant asserts that the matters complained of instantly “are the same or a portion of the matters complained of in a case docketed to 2007-CV-0705 between the same parties. In order to successfully plead the objection of *lis pendens*, the pendency of a prior action, “it must be shown that the prior case is the same, the parties are the same, and the relief requested is the same.” *Penox Technologies, Inc. v. Foster Medical Corp.*, 546 A.2d 114, 115 (Pa. Super. 1988).

Here, plaintiffs argue, without contradiction, that at 2007-CV-0705 the parties, though similar, are not the same. Moreover, the referenced suit is centered on a single issue, the alleged unauthorized disbursement of a \$67,000 check by Vartan to a contractor. Thus the underlying cause of action is not “the same.” We find no substance to this objection.

Our careful review and analysis of each of defendants’ preliminary objections, as well as of plaintiffs’ preliminary objections to same, leads us to the following:

ORDER

AND NOW, June 27, 2008,

IT IS HEREBY ORDERED that

1. Plaintiffs’ Preliminary Objection to Defendant’s Preliminary Objections is dismissed and denied.
2. Defendant’s Preliminary Objections are dismissed and denied.

—————○—————

FIRST PUBLICATION

Estate Notices

ESTATE OF SARA JANE NYE a/k/a SARA J. NYE, late of Middle Paxton Township, Dauphin County, Pennsylvania. Executrix: Theo M. Mangle, 756 Gingrich Lane, Dauphin, PA 17018. Attorney: Theresa L. Shade Wix, Esq., Wix, Wenger & Weidner, 4705 Duke Street, Harrisburg, PA 17109-3041. y18-a1

ESTATE OF HAZEL E. LENKER, late of Jackson Township, Dauphin County, Pennsylvania. Co-Executrices: Jane E. Gray, 111 West Broad Street, Elizabethville, PA 17023 and Mechelle L. Webster, 433 South Catherine Street, Middletown, PA 17057. Attorney: Earl Richard Etzweiler, Esq., 105 North Front Street, Harrisburg, PA 17101. Telephone (717) 234-5600. y18-a1

ESTATE OF JACQUELYN L. RAINAL, late of Lower Swatara Township, Dauphin County, Pennsylvania (died June 22, 2008). Executor: Samuel Rainal. Attorney: David C. Miller, Jr., Esq., 1100 Sping Garden Drive, Suite A, Middletown, PA 17057. Telephone (717) 939-9806. y18-a1

ESTATE OF WILLIAM E. NORDFORS, late of Halifax Township, Dauphin County, Pennsylvania (died May 15, 2008). Executrix: Patricia Nordfors, 102 Pawnee Lane, Halifax, PA 17032. Attorney: James D. Cameron, Esq., 1325 North Front Street, Harrisburg, PA 17102. y18-a1

ESTATE OF RICHARD E. DEWALT, late of Derry Township, Dauphin County, Pennsylvania. Executor: Michael L. Dewalt, 160 Oak Lane, Palmyra, PA 17078. Attorney: Gerald L. Brinser, Esq. y18-a1

SECOND PUBLICATION

ESTATE OF BARBARA M. MASSIE, late of Harrisburg, Dauphin County, Pennsylvania (died April 9, 2008). Executor: Russell J. Massie, 3220 Green Street, Harrisburg, PA 17110. Telephone (717) 215-5718. y11-y25

ESTATE OF GENE L. SCHAEFFER, late of Harrisburg, Dauphin County, Pennsylvania (died March 29, 2008). Administrator: Mid Penn Bank, Trustee, 349 Union Street, Millersburg, PA 17061. Attorney: Jacqueline A. Kelly, Esq., Jan L. Brown & Associates, 845 Sir Thomas Court, Suite 12, Harrisburg, PA 17109. Telephone (717) 541-5550. y11-y25

ESTATE OF EARLE LEON WELDON, late of the Borough of Hummelstown, Dauphin County, Pennsylvania (died June 6, 2008). Co-Executors: Tracey Lee Hobart and Terry Lynn Kopanski. Attorney: Marvin Beshore, Esq., 130 State Street, Harrisburg, PA 17101. y11-y25

ESTATE OF ANNA M. YANCHEFF, late of Hummelstown, Dauphin County, Pennsylvania. Executrix: Nadine Y. Espenshade, 5 Oakglade Plaza, Hummelstown, PA 17036. y11-y25

ESTATE OF JANE W. SHAW, late of Susquehanna Township, Dauphin County, Pennsylvania. Executor: Michael J. Shaw. Attorney: Michael L. Bangs, Esq., 429 South 18th Street, Camp Hill, PA 17011. y11-y25

ESTATE OF ROSEMARY POND a/k/a ROSEMARY E. POND, late of Susquehanna Township, Dauphin County, Pennsylvania (died June 15, 2008). Co-Executrices: Victoria E. Pond and Pamela Pond. Attorneys: Hazen Elder Law, 2000 Lingelstown Road, Suite 202, Harrisburg, PA 17110. y11-y25

THIRD PUBLICATION

Estate Notices

ESTATE OF MARGUERITE E. HENERSON, late of Lower Paxton Township, Dauphin County, Pennsylvania. Executrix: Pamela J. Weems, 6646 Springfield Terrace, Harrisburg, PA 17111. Attorney: Allen E. Hench, Esq., 220 Market Street, Harrisburg, PA 17074. Telephone (717) 567-3139. y4-y18

ESTATE OF JANE E. GARREPY, late of Lower Swatara Township, Dauphin County, Pennsylvania (died May 15, 2008). Executrix: Jean M. Walter, 217 Victor Street, Gettysburg, PA 17325. Attorney: Jan L. Brown, Esq., Jan L. Brown & Associates, 845 Sir Thomas Court, Suite 12, Harrisburg, PA 17109. Telephone (717) 541-5550. y4-y18

ESTATE OF VERONICA M. MATIO, late of Harrisburg, Dauphin County, Pennsylvania (died May 26, 2008). Executor: James R. Matio, 3324 Derry Street, Harrisburg, PA 17111. Attorney: Latisha M. Bernard, Esq., Leisawitz Heller Abramowitch Phillips, P.C., 2755 Century Boulevard, Wyomissing, PA 19610. y4-y18

ESTATE OF DOROTHY H. McCAULEY a/k/a DOROTHY B. McCAULEY, late of Susquehanna Township, Dauphin County, Pennsylvania (died June 5, 2008). Administrator: Manufacturers & Traders Trust Company, Ruth Ann McMillen, Asst VP, 213 Market Street, Harrisburg, PA 17101. Attorney: Jean D. Seibert, Esq., Wion, Zulli & Seibert, 109 Locust Street, Harrisburg, PA 17101. y4-y18

ESTATE OF DOROTHY A. DUTTRY, late of the Borough of Millersburg, Dauphin County, Pennsylvania. Executrix: Sandra Bingaman, R.R. #1, Box 251-B, Dalmatia, PA 17017. Attorney: Joseph C. Michetti, Jr., Esq., Dluge & Michetti, 921 Market Street, Trevorton, PA 17881. y4-y18

ESTATE OF MARY E. MITCHELL, late of Oberlin, Dauphin County, Pennsylvania (died June 2, 2008). Executor: Barry R. Zerance, Sr., 511 S. Harrisburg Street, Oberlin, PA 17113. Attorney: Richard S. Friedman, Esq., Friedman & King, P.C., 3820 Market Street, Camp Hill, PA 17011. y4-y18

ESTATE OF C. VIRGINIA KINT, late of Lower Paxton Township, Dauphin County, Pennsylvania (died June 5, 2008). Executor: Robert D. Kint, 235 Red Fox Lane, Harrisburg, PA 17112. Attorney: David J. Lederman, Esq., Shumaker Williams, P.C., 3425 Simpson Ferry Road, Camp Hill, PA 17011. y4-y18

ESTATE OF DANIEL THOMAS JOHNSON, JR., late of the City of Harrisburg, Dauphin County, Pennsylvania. Executrix: Alfreda A. Johnson. Attorney: Thomas J. Ahrens, Esq., Ahrens Law Firm, 52 Gettysburg Pike, Mechanicsburg, PA 17055. y4-y18

ESTATE OF MERRILL E. MARKS, late of Upper Paxton Township, Dauphin County, Pennsylvania. Co-Executrices: Esther L. Kitchen, 337 Grange Hall Road, Millersburg, PA 17061 and Barbara E. Frey, 4461 Blueridge Drive, Belton, TX 76513. Attorney: Earl Richard Eitzweiler, Esq., 105 North Front Street, Harrisburg, PA 17101. Telephone (717) 234-5600. y4-y18

ESTATE OF JOANNE RITTER, late of Susquehanna Township, Dauphin County, Pennsylvania (died June 3, 2008). Executor: Charles B. Ritter, 412 N. Progress Avenue, Harrisburg, PA 17109. Attorney: Robert G. Radebach, Esq., 912 North River Road, Halifax, PA 17032. y4-y18

FIRST PUBLICATION

Corporate Notices

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed in the Department of State of the Commonwealth of Pennsylvania for **West 8 urban design & landscape architecture p.c.** under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended.

y18

NOTICE IS HEREBY GIVEN that a Certificate of Authority was filed in the Department of State of the Commonwealth of Pennsylvania for **Applied Ecological Services, Inc.** The address of its principal office under the laws of its jurisdiction is 17921 Smith Road, Brodhead, WI. The Commercial Registered Office Provider is National Corporate Research, Ltd. in the County of Dauphin. The Corporation is filed in compliance with the requirements of the applicable provision of 15 Pa. C.S. 4124(b).

y18

NOTICE IS HEREBY GIVEN that **Home Health Agency – Pennsylvania, Inc.** with a Commercial Registered Office Provider in c/o National Registered Agents, Inc. in Dauphin County does hereby give notice of its intention to withdraw from doing business in this Commonwealth as per 15 Pa. C.S. 4129(b). The address of its principal office under the laws of its jurisdiction is 11780 W. Sample Road, Suite 105, Coral Springs, FL 33065. This shall serve as official notice to creditors and taxing authorities.

y18

NOTICE IS HEREBY GIVEN that **Home Health Agency – Philadelphia, Inc.** with a Commercial Registered Office Provider in c/o National Registered Agents, Inc. in Dauphin County does hereby give notice of its intention to withdraw from doing business in this Commonwealth as per 15 Pa. C.S. 4129(b). The address of its principal office under the laws of its jurisdiction is 11780 W. Sample Road, Suite 105, Coral Springs, FL 33065. This shall serve as official notice to creditors and taxing authorities.

y18

NOTICE IS HEREBY GIVEN that **G&M Housing, Inc.** a foreign business corporation incorporated under the laws of the State of New York where its principal office is located at 28 Rutledge Street, Brooklyn, NY 11211, has applied for a Certificate of Authority in Pennsylvania, where its registered office is located at c/o National Registered Agents, Inc.

The registered office of the corporation shall be deemed for venue and official publication purposes to be located in Dauphin County, Pennsylvania. y18

NOTICE IS HEREBY GIVEN that the Certificate of Authority was filed on June 25, 2008 for the purpose of obtaining a Certificate of Authority pursuant to the provisions of the Business Corporation Law of 1988, 15 Pa. C.S. Section 1101. The name of the corporation is **GEORGE H. FRIEDLANDER COMPANY.**

The purpose for which the corporation is organized is Property and Casualty Insurance. y18

NOTICE IS HEREBY GIVEN that **Goldglo Landscapes, LLC**, a Pennsylvania limited liability company, organized under the laws of the Commonwealth of Pennsylvania with its principal place of business at 664 Phillips Road, Millersburg, Dauphin County, Pennsylvania, 17061, filed a Certificate of Organization with the Department of State of the Commonwealth of Pennsylvania on June 26, 2008. This limited liability company is established under the provisions of the Pennsylvania Limited Liability Company Law of 1994, 15 Pa.C.S. §8913, as amended.

TERRENCE J. KERWIN, Esq.
Kerwin & Kerwin
4245 Route 209
Elizabethville, PA 17023
(717) 362-3215

y18

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed in the Department of State of the Commonwealth of Pennsylvania for **AMERICA WORKS OF PENNSYLVANIA, INC.** under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended.

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FIRST PUBLICATION

Corporate Notices

NOTICE IS HEREBY GIVEN that **Home Health Agency – Central Pennsylvania, Inc.** with a Commercial Registered Office Provider in c/o National Registered Agents, Inc. in Dauphin County does hereby give notice of its intention to withdraw from doing business in this Commonwealth as per 15 Pa. C.S. 4129(b). The address of its principal office under the laws of its jurisdiction is 11780 W. Sample Road, Suite 105, Coral Springs, FL 33065. This shall serve as official notice to creditors and taxing authorities.

y18

NOTICE IS HEREBY GIVEN that **AVID Staffing, Inc.** with a Commercial Registered Office Provider in c/o Incorp Services, Inc. in Dauphin County does hereby give notice of its intention to withdraw from doing business in this Commonwealth as per 15 Pa. C.S. 4129(b). The address of its principal office under the laws of its jurisdiction is 185 Devonshire Street, Suite 100, Boston, MA 02210. This shall serve as official notice to creditors and taxing authorities.

y18

NOTICE IS HEREBY GIVEN that a non-profit corporation known as: **ANGELS AMONG US ANIMAL SANCTUARY, INC.** has been incorporated under the provisions of the Nonprofit Corporation Law of 1988.

KEVIN D. DOLAN, Esq.
y18 Gringrich, Smith, Klingensmith & Dolan

NOTICE IS HEREBY GIVEN that **PPI ACQUISITION COMPANY** with a Commercial Registered Office Provider in care of Corporation Service Company in Dauphin County does hereby give notice of its intention to withdraw from doing business in this Commonwealth as per 15 Pa. C.S. 4129(b). The address of its principal office under the laws of its jurisdiction is 3 Alpine Court, Chestnut Ridge, NY 10977. This shall serve as official notice to creditors and taxing authorities.

y18

NOTICE IS HEREBY GIVEN that **BPI Communications, Inc.** with a Commercial Registered Office Provider in care of National Corporate Research, Ltd. in Dauphin County does hereby give notice of its intention to withdraw from doing business in this Commonwealth as per 15 Pa. C.S. 4129(b). The address of its principal office under the laws of its jurisdiction is in c/o Mark Borino, the Nielsen Company, 770 Broadway, New York, NY 10003. This shall serve as official notice to creditors and taxing authorities.

y18

NOTICE IS HEREBY GIVEN that a Certificate of Authority was filed in the Department of State of the Commonwealth of Pennsylvania for **Southern Audio Visual, Inc.** The address of its principal office under the laws of its jurisdiction is 2711 Centerville Road, Suite 400, Wilmington DE 19808. The Commercial Registered Office Provider is National Registered Agents, Inc. in the County of Dauphin. The Corporation is filed in compliance with the requirements of the applicable provision of 15 Pa. C.S. 4124(b).

y18

NOTICE IS HEREBY GIVEN that an Application for Certificate of Authority has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on or about July 1, 2008, for a foreign corporation with a registered address in the state of Pennsylvania as follows: **COMPOSOTECH STRUCTURES CORP.,** c/o Incorporating Services, Ltd.

This corporation is incorporated under the laws of the State of Delaware. The principal office is located at 7500 College Boulevard, 5th Floor, Overland Park, KS 66210. The corporation has been qualified in Pennsylvania under the provisions of the Business Corporation Law of 1988 as amended.

y18

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State for **JD CLINICAL CONSULTING, INC.,** a corporation organized under the Pennsylvania Business Corporation Law of 1988.

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FIRST PUBLICATION

Corporate Notices

NOTICE IS HEREBY GIVEN that a Certificate of Authority for a Foreign Business Corporation was filed in the Department of State of the Commonwealth of Pennsylvania for **Xoran Technologies, Inc.** on June 16, 2008. The address of its principal office under the laws of its jurisdiction is 309 N. First Street, Ann Arbor, MI 48103. The address of this corporation's proposed registered office is CT Corporation System in the County of Dauphin. The Corporation is filed in compliance with the requirements of the applicable provision of 15 Pa.C.S. 4124(b). y18

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on July 7, 2008, by **ANGIOTECH AMERICA, INC.**, a foreign corporation formed under the laws of the State of Illinois, where its principal office is located at #300-8725 W. Higgins Road, Chicago, IL 60631, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located c/o Corporation Service Company, Dauphin County, Pennsylvania. y18

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on July 9, 2008, by **RIVA MODELING SYSTEMS INC.**, a foreign corporation formed under the laws of the Country of Canada, where its principal office is located at RB-2, 530 Richmond Street West, Toronto, ON Canada M5V 1Y4, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located c/o Corporation Service Company, Dauphin County, Pennsylvania. y18

NOTICE IS HEREBY GIVEN that **LTF Club Operations Company, Inc.**, a foreign business corporation incorporated under the laws of the State of Minnesota, where its principal office is located at 2902 Corporate Place, Chanhassen, MN 55317, has applied for a Certificate of Authority in Pennsylvania, where its registered agent is located at National Registered Agents, Inc. The registered office of the corporation shall be deemed for venue and official publication purposes to be located in Dauphin County, Pennsylvania. y18

NOTICE IS HEREBY GIVEN that an Application for Certificate of Authority has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on or about June 5, 2008, for a foreign corporation with a registered address in the state of Pennsylvania as follows: **D'AQUINO MONACO, INC.**, c/o AAAgent Services, LLC.

This corporation is incorporated under the laws of the State of New York. The principal office is located at 214 West 29th Street - Room 1202, New York, NY 10001. The corporation has been qualified in Pennsylvania under the provisions of the Business Corporation Law of 1988 as amended. y18

NOTICE IS HEREBY GIVEN that an Application for Certificate of Authority has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on July 8, 2008, for a foreign corporation with a registered address in the state of Pennsylvania as follows: **DIVERSIFIED CORPORATE SERVICES INT'L, INC.**, c/o AAAgent Services, LLC.

This corporation is incorporated under the laws of the State of New York. The principal office is located at 99 Washington Avenue, Suite 702, Albany, NY 12210. The corporation has been qualified in Pennsylvania under the provisions of the Business Corporation Law of 1988 as amended. y18

FIRST PUBLICATION

Corporate Notices

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on June 30, 2008, by **TEMPO FINANCIAL U.S. CORPORATION**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 320 Park Avenue, 30th Floor, New York, NY 10022, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o National Registered Agents, Inc., Dauphin County. y18

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on July 2, 2008, by **ICELANDIC GLACIAL, INC.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 1209 Orange Street, Wilmington, DE 19801, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County. y18

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State for **BMK I, INC.**, a corporation organized under the Pennsylvania Business Corporation Law of 1988. y18

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on July 9, 2008, by **North Seattle Community College Foundation**, a foreign nonprofit corporation formed under the laws of the State of Washington, where its principal office is located at 2815 2nd Avenue, Suite 280, Seattle, WA 98121, for a Certificate of Authority to do business under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988, exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County. y18

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on July 8, 2008, by **DOLOMITE RESOURCES, INC.**, a foreign corporation formed under the laws of the State of Texas, where its principal office is located at 24 Waterway Avenue, Suite 300, The Woodlands, TX 77380, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County. y18

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on July 3, 2008, by **HUNT OIL USA, INC.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County. y18

FIRST PUBLICATION

Corporate Notices

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on July 3, 2008, by **Garber's Travel Service, Inc.**, a foreign corporation formed under the laws of the Commonwealth of Massachusetts, where its principal office is located at 27 Boylston Street, Chestnut Hill, MA 02467, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located c/o Corporation Service Company, Dauphin County, Pennsylvania. y18

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on July 3, 2008, by **HABASIT AMERICA, INC.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at c/o National Corporate Research, LTD., 615 South Dupont Highway, Dover, DE 19901, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located c/o Corporation Service Company, Dauphin County, Pennsylvania. y18

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on July 3, 2008, by **ENGBERG ANDERSON, INC.**, a foreign corporation formed under the laws of the State of Wisconsin, where its principal office is located at 320 E. Buffalo, Suite 500, Milwaukee, WI 53202, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County. y18

FIRST PUBLICATION

Miscellaneous Notices

IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA

CIVIL ACTION – LAW

No. 2007-CV-12109-MF

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE

WMC MORTGAGE CORPORATION,
Plaintiff

vs.

JARRED MCDONALD, Defendant

NOTICE

TO: **JARRED MCDONALD**

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

TAKE NOTICE that the real estate located at 2320 GREEN STREET, HARRISBURG, PA 17110 is scheduled to be sold at Sheriff's Sale on Thursday, OCTOBER 9, 2008 at 10:00 A.M., Dauphin County Administration Building, 4th Floor, Commissioners Hearing Room, Harrisburg, PA, to enforce the court judgment of \$72,350.34, obtained by WMC MORTGAGE CORPORATION (the mortgagee).

ALL THAT CERTAIN lot or piece of land situate in the 10th Ward of the City of Harrisburg, Dauphin County, Pennsylvania, in accordance with a survey of Gerrit J. Betz, Registered Surveyor, dated February 20, 1973, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the western line of Green Street, said point being by same measured in a northwesterly direction a distance of 200.67 feet from the northwest corner of Green Street and Emerald Street; thence South 79 degrees 30 minutes West, a distance of 80 feet to a hub on the eastern line of lands now or formerly of Robert E. Miller; thence North 10 degrees 30 minutes West, along said eastern line of lands of distance of 20 feet to a hub; thence North 79 degrees 30 minutes East, and being through the center line of a partition wall and beyond a distance of 80.0 feet to a pk nail on the western line of Green Street; thence South 10 degrees 30 minutes East, along

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Miscellaneous Notices

said western line of Green Street, a distance of 20 feet to a drill hole, the point and place of BEGINNING.

HAVING THEREON ERECTED a two and one-half story brick dwelling known and numbered as 2320 Green Street, Harrisburg, Pennsylvania 17110.

TITLE TO SAID PREMISES IS VESTED IN Jarred McDonald, a single man, by Deed from Pietro Enterprises, Inc., dated 12/11/2006, recorded 12/12/2006, in Deed Mortgage Inst# 20060050593.

BEING PREMISES 2320 GREEN STREET, HARRISBURG, PA 17110.

IMPROVEMENTS consist of residential property.

SOLD as the property of JARRED McDONALD.

**CONDITIONS OF SALE:
THE HIGHEST AND BEST BIDDER
SHALL BE THE BUYER.**

TERMS: The purchaser will be required to pay the full amount of his bid by TWO O'CLOCK p.m. on the day of the sale, and if complied with, a deed will be tendered by the Sheriff at the next Court of Common Pleas for Dauphin County, conveying to the purchaser all the right, title, interest and claim which said defendant has in and to said property at the time of levying the same. ALTHOUGH NOT PART OF THE MINIMUM BID, PROPERTY SOLD FOR MINIMUM BID DOES NOT DISCHARGE DELINQUENT AND/OR OUTSTANDING TAXES AND THE PURCHASER WILL BE RESPONSIBLE FOR SAME. If above conditions be not complied with on the part of the Purchaser, the property will again be offered for sale by the Sheriff at THREE O'CLOCK p.m. on the same day. The said purchaser will be held liable for the deficiencies and additional cost of said sale.

TAKE NOTICE that a Schedule of

Distribution will be filed by the Sheriff on NOVEMBER 10, 2008, distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereto.

DANIEL G. SCHMIEG, Esq.
1617 John F. Kennedy Boulevard
Suite 1400
One Penn Center
Philadelphia, PA 19103-1814
(215) 563-7000

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**IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA**

No. 2008 CV 01886 NC

PETITION FOR CHANGE OF NAME

NOTICE

NOTICE IS HEREBY GIVEN that on February 13, 2008, the Petition of **Riley Grace Cover**, a minor, was filed in the above named court, requesting a decree to change her name from **Riley Grace Cover** to **Riley Grace Thompson**.

The Court has fixed Thursday, August 7, 2008 in Courtroom No. 5, at 8:45 A.M., Dauphin County Courthouse, Front and Market Streets, Harrisburg, PA as the time and place for the hearing on said Petition, when and where all persons interested may appear and show cause if any they have, why the prayer of the said Petition should not be granted.

G. EDWARD SCHWEIKERT, IV, Esq.
WolfBlock, LLP
213 Market Street, 9th Floor
Harrisburg, PA 17101

y18

FIRST PUBLICATION

Miscellaneous Notices

**IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA**

CIVIL ACTION – LAW

No. 2006-CV-5699-MF

**NOTICE OF ACTION IN
MORTGAGE FORECLOSURE**

**CITIMORTGAGE, INC. S/B/M TO
CITIFINANCIAL MORTGAGE COMPANY
F/K/A ASSOCIATES FINANCIAL
SERVICES COMPANY, INC., Plaintiff**

vs.

**ELLIOTT J. CHRISTIAN
a/k/a ELLIOTT JESUS CHRISTIAN
a/k/a ELLIOTT S. CHRISTIAN
a/k/a CHRISTIAN N. SMITH, Defendants**

NOTICE

**TO: ELLIOTT J. CHRISTIAN
a/k/a ELLIOTT JESUS CHRISTIAN
a/k/a ELLIOTT S. CHRISTIAN
a/k/a CHRISTIAN N. SMITH**

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

TAKE NOTICE that the real estate located at 1310 FOX HOLLOW DRIVE, STEELTON, PA 17113 is scheduled to be sold at Sheriff's Sale on Thursday, OCTOBER 9, 2008 at 10:00 A.M., Dauphin County Administration Building, 4th Floor, Commissioners Hearing Room, Harrisburg, PA, to enforce the court judgment of \$120,360.53, obtained by CITIMORTGAGE, INC., S/B/M TO CITIFINANCIAL MORTGAGE COMPANY F/K/A ASSOCIATES FINANCIAL SERVICES COMPANY, INC. (the mortgagee).

ALL THAT CERTAIN lot of land situate in Swatara Township, Dauphin County, Pennsylvania as shown on the Final Plat for Chambers Woods Subdivision recorded August 11, 1992 in Dauphin County Plan Book L, Volume 5, Pages 18-19, as prepared by Terry L. Fought, P.E., Consulting Engineer, and more particularly bounded and described as follows, to wit:

BEGINNING at a point on the southerly right-of-way line of Fox Hollow Drive (60 feet wide) at the dividing line between Lot No. 6 and Lot No. 7 as shown on the aforementioned Plan; thence along the right-of-way line of Fox Hollow Drive by a curve to the left having a radius of 270.0 feet, an arc distance of 71.67 feet to a point; thence along the intersection of the right-of-way line of Fox Hollow Drive with Lindenwood Lane by a curve to the right having a radius of 13.5 feet, an arc distance of 20.95 feet to a point; thence along the right-of-way line of Fox Hollow Drive by a curve to the right having a radius of 279.72 feet, an arc length of 95.34 feet to a point; thence along the dividing line between Lot No. 8 and Lot No. 7, South 89 degrees 41 minutes 38 seconds West, a distance of 94.56 feet to a point; thence along the dividing line between Lot No. 6 and Lot No. 7, North 06 degrees 38 minutes 37 seconds West, a distance of 90.24 feet to a point, the place of BEGINNING.

BEING Lot No. 7 on the Plan of Chambers Woods Subdivision recorded in Dauphin County Plan Book L, Volume 5, Pages 18-19 and containing 9,189 square feet, more or less.

BEING a portion of the same premises which C.A. Lantzy and Anna Lantzy, his wife, by deed dated August 27, 1991 and recorded August 27, 1991 in Dauphin County Record Book 1619, Page 289, granted and conveyed unto Capitol View Enterprises, Inc., a Pennsylvania corporation (shown as "Capital" in deed of record).

FURTHER BEING a portion of that land described in corrective deed from Capitol View Enterprises, Inc. (formerly known as Capital View Enterprises, Inc.) to Capitol View Enterprises, Inc. dated October 9, 1992, recorded October 9, 1992 in Dauphin County Record Book 1838, Page 51.

FURTHER BEING a portion of those premises shown in a corrective deed from Capitol View Enterprises, Inc., a Pennsylvania corporation and Antionette L. Romanoski, single person, and Robert J. Romanoski and Arlene F. Romanoski, husband and wife, by deed dated September 21, 1993, recorded September 24, 1993 in Dauphin County Record Book 2063, Page 315, granted and conveyed to Capitol View Enterprises, Inc., a Pennsylvania corporation. Grantor herein.

TITLE TO SAID PREMISES IS VESTED IN Elliott J. Christian, by Deed from Capitol View Enterprises, Inc., dated 06/19/1995, recorded 08/08/1995, in Deed Book 2455, page 434.

BEING PREMISES 1310 FOX HOLLOW DRIVE, STEELTON, PA 17113.

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Miscellaneous Notices

IMPROVEMENTS consist of residential property.

SOLD as the property of ELLIOTT J. CHRISTIAN A/K/A ELLIOTT JESUS CHRISTIAN A/K/A ELLIOTT S. CHRISTIAN A/K/A CHRISTIAN N. SMITH.

**CONDITIONS OF SALE:
THE HIGHEST AND BEST BIDDER
SHALL BE THE BUYER.**

TERMS: The purchaser will be required to pay the full amount of his bid by TWO O'CLOCK p.m. on the day of the sale, and if complied with, a deed will be tendered by the Sheriff at the next Court of Common Pleas for Dauphin County, conveying to the purchaser all the right, title, interest and claim which said defendant has in and to said property at the time of levying the same. ALTHOUGH NOT PART OF THE MINIMUM BID, PROPERTY SOLD FOR MINIMUM BID DOES NOT DISCHARGE DELINQUENT AND/OR OUTSTANDING TAXES AND THE PURCHASER WILL BE RESPONSIBLE FOR SAME. If above conditions be not complied with on the part of the Purchaser, the property will again be offered for sale by the Sheriff at THREE O'CLOCK p.m. on the same day. The said purchaser will be held liable for the deficiencies and additional cost of said sale.

TAKE NOTICE that a Schedule of Distribution will be filed by the Sheriff on NOVEMBER 10, 2008, distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereto.

DANIEL G. SCHMIEG, Esq.
Suite 1400, One Penn Center
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

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IN THE COURT OF COMMON PLEAS

**OF DAUPHIN COUNTY
PENNSYLVANIA**

CIVIL ACTION – QUIET TITLE

No. 2008-CV-7916-QT

**THE REDEVELOPMENT AUTHORITY
OF THE CITY OF HARRISBURG,
A PENNSYLVANIA REDEVELOPMENT
AUTHORITY, Plaintiff**

vs.

**JACKIE BAILEY and
CHESTER M. SHEFFER and
his unknown heirs, assigns and
successors in interest, Defendants**

NOTICE

YOU ARE HEREBY NOTIFIED that an Action to Quiet Title was brought against you in the Court of Common Pleas of Dauphin County, filed to No. 2008-CV-7916-QT requesting that you be forever barred from asserting any right, title or interest in and to the real property described herein and that The Redevelopment Authority of the City of Harrisburg has extinguished any right, lien, title or interest claimed by you or any other person or persons to the premises as follows:

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected, situate in the City of Harrisburg, Dauphin County, Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the south side of Woodbine Street at the dividing line of 637 and 639 Woodbine; thence along the south side of Woodbine Street fourteen (14) feet, more or less, to a point; thence south through the center of partition wall and at right angles to Woodbine Street seventy-five (75) feet to the north side of a three (3) foot wide private alley; thence east along the north side of said three (3) foot wide alley fourteen (14) feet to a point; thence north to the center of a partition wall and at right angles to Woodbine Street seventy-five (75) feet to the point and place of BEGINNING.

TOGETHER with the right to use in common with other owners and occupiers abutting thereon the three (3) feet wide alley at the rear of said premises.

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Miscellaneous Notices

IF YOU WISH TO DEFEND, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE YOUR DEFENSES OR OBJECTIONS IN WRITING WITH THE COURT. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

DAUPHIN COUNTY
LAWYER REFERRAL SERVICE
213 North Front Street
Harrisburg, PA 17101
(717) 232-7536

STUART J. MAGDULE, Esq.
Smigel, Anderson & Sacks, LLP
4431 North Front Street
Harrisburg, PA 17110
(717) 234-2401

y18

IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA

CIVIL ACTION – QUIET TITLE

No. 2008-CV-7563-QT

**THE REDEVELOPMENT AUTHORITY
OF THE CITY OF HARRISBURG,
A PENNSYLVANIA REDEVELOPMENT
AUTHORITY, Plaintiff**

vs.

**JACKIE BAILEY and
HILTURE PRESSLEY and
his unknown heirs, assigns and
successors in interest, Defendants**

NOTICE

YOU ARE HEREBY NOTIFIED that an Action to Quiet Title was brought against you in the Court of Common Pleas of Dauphin County, filed to No. 2008-CV-7563-QT requesting that you be forever barred from asserting any right, title or interest in and to the real property described herein and that The Redevelopment Authority of the City of Harrisburg has extinguished any right, lien, title or interest claimed by you or any other person or persons to the premises as follows:

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected, situate in the City of Harrisburg, Dauphin County, Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the south side of Woodbine Street at the dividing line of 635 and 637 Woodbine; thence along the south side of Woodbine Street fourteen (14) feet, more or less, to a point; thence south through the center of partition wall and at right angles to Woodbine Street seventy-five (75) feet to the north side of a three (3) foot wide private alley; thence east along the north side of said three (3) foot wide alley fourteen (14) feet to a point; thence north to the center of a partition wall and at right angles to Woodbine Street seventy-five (75) feet to the point and place of BEGINNING.

TOGETHER with the right to use in common with other owners and occupiers abutting thereon the three (3) feet wide alley at the rear of said premises.

FIRST PUBLICATION

Miscellaneous Notices

IF YOU WISH TO DEFEND, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE YOUR DEFENSES OR OBJECTIONS IN WRITING WITH THE COURT. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

DAUPHIN COUNTY
LAWYER REFERRAL SERVICE
213 North Front Street
Harrisburg, PA 17101
(717) 232-7536

STUART J. MAGDULE, Esq.
Smigel, Anderson & Sacks, LLP
4431 North Front Street
Harrisburg, PA 17110
(717) 234-2401

y18

**IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA**

CIVIL ACTION – LAW

No. 2007-CV-13577-MF

**NOTICE OF ACTION IN
MORTGAGE FORECLOSURE**

**CITIMORTGAGE, INC.
S/B/M TO ABN AMRO
MORTGAGE GROUP, INC., Plaintiff**

vs.

**NEIL R. LENGEL and
DENISE M. LENGEL, Defendants**

NOTICE

**TO: NEIL R. LENGEL and
DENISE M. LENGEL**

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

TAKE NOTICE that the real estate located at 305 MARKET STREET, HIGHSPIRE, PA 17034 is scheduled to be sold at Sheriff's Sale on Thursday, OCTOBER 9, 2008 at 10:00 A.M., Dauphin County Administration Building, 4th Floor, Commissioners Hearing Room, Harrisburg, PA, to enforce the court judgment of \$177,682.87, obtained by CITIMORTGAGE, INC. S/B/M TO ABN AMRO MORTGAGE GROUP, INC. (the mortgagee).

ALL THAT CERTAIN tract or parcel of land situate in the Borough of Highspire, Dauphin County, Pennsylvania, more particularly bounded and described according to survey of J. M. Morgan, Registered Surveyor, dated July 19, 1955, as follows, to wit:

BEGINNING at a point at the southwestern corner of Market Street (50 feet wide), and Lumber Street (33 feet wide); thence South 48 degrees 22 minutes West along the westerly line of Lumber Street, 126.25 feet to a point in the northerly line of Steel Alley; thence North 76 degrees 15 minutes West along the aforesaid line of Steel Alley, 128.9 feet to a point; thence North 13 degrees 45 minutes East along the line of other land now or formerly of Joseph D. Magaro and Mary E. Magaro, his wife, 104.00 feet to a point in the southerly line of Market Street; thence South 76 degrees 15 minutes East along said line of Market Street, 200.59 feet to a point at the intersection of Market Street with Lumber Street aforesaid, the place of BEGINNING.

FIRST PUBLICATION

Miscellaneous Notices

BEING Tract 1-A as shown on the aforesaid survey.

HAVING THEREON ERECTED a dwelling house known and numbered as 305 Market Street, Highspire, Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Neil R. Lengel and Denise M. Lengel, h/w, by Deed from St. Peter's Evangelical Lutheran Church of Highspire, dated 07/29/2005, recorded 08/04/2005, in Deed Book 6122, page 475.

BEING PREMISES 305 MARKET STREET, HIGHSPIRE, PA 17034.

IMPROVEMENTS consist of residential property.

SOLD as the property of NEIL R. LENGEL and DENISE M. LENGEL.

**CONDITIONS OF SALE:
THE HIGHEST AND BEST BIDDER
SHALL BE THE BUYER.**

TERMS: The purchaser will be required to pay the full amount of his bid by TWO O'CLOCK p.m. on the day of the sale, and if complied with, a deed will be tendered by the Sheriff at the next Court of Common Pleas for Dauphin County, conveying to the purchaser all the right, title, interest and claim which said defendant has in and to said property at the time of levying the same. ALTHOUGH NOT PART OF THE MINIMUM BID, PROPERTY SOLD FOR MINIMUM BID DOES NOT DISCHARGE DELINQUENT AND/OR OUTSTANDING TAXES AND THE PURCHASER WILL BE RESPONSIBLE FOR SAME. If above conditions be not complied with on the part of the Purchaser, the property will again be offered for sale by the Sheriff at THREE O'CLOCK p.m. on the same day. The said purchaser will be held liable for the deficiencies and additional cost of said sale.

TAKE NOTICE that a Schedule of Distribution will be filed by the Sheriff on NOVEMBER 10, 2008, distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereto.

DANIEL G. SCHMIEG, Esq.
Suite 1400, One Penn Center
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

y18

**IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA**

CIVIL ACTION – LAW

No. 2008 CV 01592 MF

**NOTICE OF ACTION IN
MORTGAGE FORECLOSURE**

**GREEN TREE CONSUMER DISCOUNT
COMPANY, Plaintiff**

vs.

**PATRICIA A. SHARP,
a/k/a PATRICIA ANN SHARP,
f/k/a PATRICIA ANN O'DONNELL,
f/k/a PATRICIA A. O'DONNELL and
RICHARD SHARP, Defendants**

NOTICE

TO: RICHARD SHARP, DEFENDANT

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

TAKE NOTICE that the real estate located at 556 North Spring Street, Middletown, PA 17057, is scheduled to be sold at Sheriff's Sale on August 28, 2008 at 10:00 A.M., at Commissioners Hearing Room, 4th Floor, Dauphin County Administration Building (formerly Mellon Bank Bldg.), Harrisburg, PA 17101 to enforce the court judgment of \$64,393.90, obtained by Green Tree Consumer Discount Company (the mortgagee).

PROPERTY DESCRIPTION

PROP. SIT in the Borough of Middletown on E. right-of-way line of a public street known as North Spring Street, said pt. being the dividing line between Lots #1 and #2 on the hereinafter mentioned plan of lots.

Front: 16.77 ft. Depth: 120.00 ft.

BEING Lot #1 on a subdivision plan of Martha V. Bowman recorded 8/2/1976 in Plan Book V, Vol. 2, Page 91.

BEING Parcel No. 42-021-010.

BEING PREMISES: 556 North Spring Street, Middletown, PA 17057.

IMPROVEMENTS consist of residential property.

SOLD as the property of Patricia A. Sharp, a/k/a Patricia Ann Sharp, f/k/a Patricia Ann O'Donnell, f/k/a Patricia A. O'Donnell (Record Owner and Mortgagor) and Richard Sharp (Mortgagor).

FIRST PUBLICATION

Miscellaneous Notices

TERMS OF SALE: The purchaser at sale must pay the full amount of his/her bid by twelve o'clock noon on the day of the sale, and if complied with, a deed will be tendered by the Sheriff at the next Court of Common Pleas for Dauphin County conveying to the purchaser all the right, title, interest and claim which the said defendant has in and to the said property at the time of levying the same. If the above conditions are not complied with on the part of the purchaser, the property will again be offered for sale by the Sheriff at two o'clock P.M., on the same day. The said purchaser will be held liable for the deficiencies and additional costs of said sale.

TAKE NOTICE that a Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

GREGORY JAVARDIAN, Esq.
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
(215) 942-9690

y18

**IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA**

CIVIL ACTION – LAW

No. 2008-CV-5347-MF

**NOTICE OF ACTION IN
MORTGAGE FORECLOSURE**

RESIDENTIAL FUNDING, LLC, Plaintiff

vs.

**BARBARA A. SAMPSON and
CHARLINE M. CRIBARI, Defendants**

NOTICE

TO: Charline M. Cribari, Defendant

YOU ARE HEREBY NOTIFIED that on May 8, 2008, Residential Funding, LLC, filed a

Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of Dauphin County, Pennsylvania, docketed to 2008-CV-5347-MF, wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 425 Eshelman Street, Highspire PA 17034, whereupon your property would be sold by the Sheriff of Dauphin County.

YOU ARE HEREBY NOTIFIED to plead to the above referenced Complaint on or before twenty (20) days from the date of this publication or a Judgment will be entered against you.

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the notice above, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH THE INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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LAWYER REFERRAL SERVICE
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Harrisburg, PA 17101
(717) 232-7536

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Miscellaneous Notices

**IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA**

CIVIL ACTION – LAW

No. 2008 CV 4431 MF

**NOTICE OF ACTION IN
MORTGAGE FORECLOSURE**

**U.S. BANK NATIONAL ASSOCIATION
AS TRUSTEE, Plaintiff**

vs.

**LOIS BAKER, Mortgagor
and Real Owner, Defendant**

**TO: LOIS BAKER, MORTGAGOR and
REAL OWNER, DEFENDANT,
whose last known address is
483 Cook Court
Hummelstown, PA 17036**

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

YOU ARE HEREBY NOTIFIED that Plaintiff, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE, has filed a Mortgage Foreclosure Complaint endorsed with a notice to defend against you in the Court of Common Pleas of Dauphin County, Pennsylvania, docketed to No. 2008-CV-4431-MF, wherein Plaintiff seeks to foreclose on the mortgage secured on your property located, 483 Cook Court Hummelstown, PA 17036 whereupon your property will be sold by the Sheriff of Dauphin County.

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following notice, you must take action within twenty (20) days after the Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

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**DAUPHIN COUNTY
LAWYER REFERRAL SERVICE
213 North Front Street
Harrisburg, PA 17101
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**MICHAEL T. MCKEEVER, Esq.
Goldbeck McCafferty & McKeever, PC
Suite 5000, Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
(215) 825-6411**

FIRST PUBLICATION

Miscellaneous Notices

NOTICE OF AUDIT

TO LEGATEES, NEXT OF KIN,
CREDITORS AND ALL
OTHER PERSONS CONCERNED

NOTICE IS HEREBY GIVEN that the following accounts have been filed by the respective accountants in the Office of the Register of Wills or with the Clerk of the Orphans' Court Division of the Common Pleas of Dauphin County, as the case may be, and that the same shall be duly presented to the said Orphans' Court Division at the Office of the Court Administrator for Audit, Confirmation and Distribution of the said ascertained balances to and among those legally entitled there to *on Tuesday, August 19, 2008*. Pursuant to Dauphin County Orphans' Court Rule 6.10.1, objections to an account must be filed in writing with the Register or Clerk *no later than the close of business on Tuesday, August 12, 2008*.

1. ALLEN, GERALD M., an Incapacitated Person, First and Final Account of Shirley A. Fink, Guardian.
2. MCCOY, WANDA G., Deceased, First and Final Account of Sherry Brown, Executrix.
3. PAUL, ROBERT C., Deceased, First and Final Account of Manufacturers and Traders Trust Company, Trustee (Trust Under Will f/b/o Ashley B. Whary).

Dated: July 11, 2008

/s/ SANDRA C. SNYDER
Register of Wills and
y18-y25 Clerk of the Orphans' Court Division

IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA

CIVIL ACTION – LAW

No. 2008-CV-02356-MF

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE

DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE
FOR LONG BEACH MORTGAGE
LOAN TRUST 2006-7, Plaintiff

vs.

EURALINE GILKES, Defendant

TO: Euraline Gilkes

PRESENTLY OR FORMERLY of 1404 Walnut Street, Harrisburg, PA 17103. A lawsuit has been filed against you in mortgage foreclosure and against your real estate at 1404 Walnut Street, Harrisburg, PA 17103 because you have failed to make the regular monthly payments on your mortgage loan and the loan is in default. The lawsuit is an attempt to collect a debt from you owed to the plaintiff, Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Loan Trust 2006-7. A detailed notice to you of your rights under the Fair Debt Collection Practices Act (15 U.S.C. §1692, et seq.) is included in the Complaint filed in the lawsuit. The lawsuit is filed in the Dauphin County Court of Common Pleas, at the above term and number.

A copy of the Complaint filed in the lawsuit will be sent to you upon request to the Attorney for the Plaintiff, Scott A. Dieterick, Esquire, 200 Sheffield Street, Mountainside, NJ 07092. Phone (908) 233-8500.

IF YOU WISH TO DEFEND, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE YOUR DEFENSES OR OBJECTIONS IN WRITING WITH THE COURT. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

FIRST PUBLICATION

Miscellaneous Notices

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

NOTICE TO DEFEND

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Chuck Hinson, President and Title Abstractor

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BAR ASSOCIATION PAGE
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The Board of Directors of the Bar Association meets on the third Thursday of the month at the Bar Association headquarters. Anyone wishing to attend or have matters brought before the Board should contact the Bar Association office in advance.

REPORTING OF ERRORS IN ADVANCE SHEET

The Bench and Bar will contribute to the accuracy in matters of detail of the permanent edition of the Dauphin County Reporter by sending to the editor promptly, notice of all errors appearing in this advance sheet. Inasmuch as corrections are made on a continuous basis, there can be no assurance that corrections can be made later than thirty (30) days from the date of this issue but this should not discourage the submission of notice of errors after thirty (30) days since they will be handled in some way if at all possible. Please send such notice of errors to: Dauphin County Reporter, Dauphin County Bar Association, 213 North Front Street, Harrisburg, PA 17101-1493.

DAUPHIN COUNTY COURT SECTION

Motion Judge of the Month

JULY 2008
AUGUST 2008

Judge Bruce F. BRATTON
Judge Lawrence F. CLARK, JR.

Opinions Not Yet Reported

BAR ASSOCIATION PAGE – Continued

MISCELLANEOUS SECTION

PUBLIC NOTICE

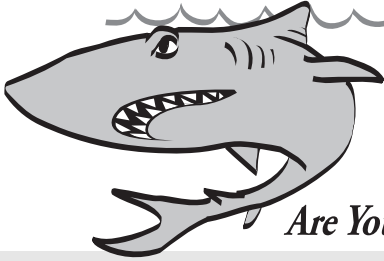
**OF PROPOSED AMENDMENTS TO THE LOCAL RULES OF COURT
OF THE U.S. DISTRICT COURT FOR THE MIDDLE DISTRICT OF
PENNSYLVANIA TO BECOME EFFECTIVE DECEMBER 1, 2008
PUBLIC COMMENT PERIOD ENDS August 22, 2008**

The U.S. District Court for the Middle District of Pennsylvania is proposing to amend the Local Rules of Court as provisionally approved by the Board of Judges. Pursuant to 28 U.S.C. § 2071 and in accordance with Fed. R. Civ. P. 83 (a)(1), the Court hereby offers public notice of the proposed amendments and seeks public comment. Amendments to the Local Rules will become effective December 1, 2008.

A copy of the proposed amendments to the Local Rules of Court may be obtained from the Clerk's Office and the Court's web site @ www.pamd.uscourts.gov. Comments must be submitted in writing to the Clerk of Court, Mary E. D'Andrea, William J. Nealon Federal Building and U.S. Courthouse, 235 North Washington Avenue, P.O. Box 1148, Scranton, PA 18501-1148 by August 22, 2008. y18-y25

PARALEGAL/LEGAL SECRETARY — seeking a position as a Paralegal/Legal Secretary in a reputable law firm after August 1, 2008. I have worked for Attorney Lawrence J. Neary for 8 years and have experience in the following areas of law: Litigation; Estate Planning/Administration; Family Law; Social Security; Bankruptcy; Personal Injury claims; Real Estate Transactions and most recently, since 2003, Criminal Law and Workers' Compensation. Please contact: Jennifer Kalonick @ (717) 939-3423 and leave a message or at jlkalonick_nearyl@verizon.net. y11-y25

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