

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

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|--------------------------------------|----------------------------|
| U.S. BANK TRUST NATIONAL ASSOCIATION | : No. 2023-00597           |
| NATIONAL BANK                        | :                          |
|                                      | :                          |
| Plaintiff                            | :                          |
| vs.                                  | : CIVIL ACTION - LAW       |
|                                      | :                          |
| NICO SCOTT and TIMOTHY SCOTT         | : <b>OBJECTION TO SALE</b> |
| Defendant                            | :                          |

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**OPINION AND ORDER ON OBJECTION TO SALE FILED FEBURARY 20, 2026**

This matter came before the Court on February 20, 2026, for hearing on Defendant’s Motion to Stay the Sheriff’s recording and delivery of a deed following the Sheriff’s Sale conducted on February 6, 2026. Since the correct request for relief from a sheriff sale would be a petition seeking to set aside the sale, pursuant to Pa.R.C.P. 3123, the Court elected to treat the Motion for Stay as a Petition to Set Aside Sale, pursuant to that Rule. Approximately one (1) hour before the hearing, the Defendant filed “Defendant’s Objection to Sheriff Sale” which seeks the same relief. Based upon the oral arguments and exhibits introduced at the hearing conducted on February 20, 2026, the Court enters the following Findings of Fact and Conclusions of Law:

**FINDINGS OF FACT:**

1. Plaintiff U.S. Bank Trust National Association (hereinafter “Plaintiff”) secured a judgment by default on January 25, 2024, and filed a Writ of Execution on that date.
2. The real property described in the Complaint is residential real property situate in Hepburn Township, Lycoming County, Pennsylvania, bearing street address 510 Dylan Drive, Cogan Station, PA 17728 and Lycoming County Tax Parcel Number 15-269-134-C (hereinafter the “Premises”).
3. By Order dated December 17, 2025, the Honorable Eric Linhardt granted Plaintiff’s Motion to Reassess Damages and set the total judgment amount at \$155,209.09, plus interest at 6% from October 22, 2025. Interest on that sum from October 22, 2025 to February 6, 2026, would be approximately \$2,729.98. Thus, Plaintiff’s judgment amount, as of the date of sale, was approximately \$157,939.07.
4. A sheriff sale was conducted on February 6, 2026. The Defendants had actual notice of that sale, since Defendant Nico Scott filed a written motion seeking a stay, at 4:25 p.m. the night before the sale. That motion was denied by Order of February 6, 2026.

5. At the hearing conducted on February 20, 2026, the Court accepted into evidence a copy of the newspaper advertisements for the sale, and the Sheriff's Proposed Schedule of Distribution, and the Sheriff's bid sheet, related to the Premises. The Court finds that the sheriff sale was duly advertised, consistent with applicable law and rule.
6. There was no evidence at the hearing conducted on February 20, 2026, upon which the Court could base a finding that there was any material error in the advertising for the sheriff sale, or the method in which the sale was conducted.
7. The sheriff's bid sheet reveals that there were thirty-one (31) competitive bids received by the Sheriff, after the opening bid for costs. The opening bid and four (4) other bids are marked as "ATT" which the Court infers is an indication of bids by the attorney for the Plaintiff. The remaining bids appear to be "back and forth" bids by two (2) other parties. It appears that two (2) parties were submitting competing bids, and that the attorney for the Plaintiff ceased bidding after the bid price exceeded \$170,000.00.
8. The high bid was \$195,000.00, which was accepted by the Sheriff. That sum is more than \$37,000.00 in excess of the debt.
9. The sale was subject to competitive bidding, which led to a high bid far in excess of the debt. The other bidder actively bid on the Premises up to his highest bid of \$194,000.00. The Court infers that his high bid in that amount is all he was prepared to pay, and that the successful bidder at \$195,000 was simply prepared to pay more.
10. At the hearing conducted on February 20, 2026, Nico Scott contended that the price of \$195,000.00 for the Premises is grossly inadequate.
11. There was no evidence introduced at the hearing conducted on February 20, 2026, regarding the fair market value of the Premises.
12. The Court takes judicial notice that the assessed value of the Premises in records maintained by the Lycoming County Tax Assessor is \$147,770, and that the common level ratio in Lycoming County on the date of the sheriff sale was 2.13. Thus, the common level ratio multiplied times that assessed value yields a fair market value for the Premises of \$314,750. The Court makes no finding on the actual fair market value of the Premises, since no evidence was introduced upon which a finding could be based.

## CONCLUSIONS OF LAW:

1. In the matter of *Bank of America, N.A. v. Estate of Hood*, 2012 PASuper. 70, 47 A.3d 1208 (Pa.Super. 2012), our Superior Court discussed a petition seeking to set aside a sheriff sale upon a claim that the selling price was grossly inadequate, as follows:

Pennsylvania courts have concluded that a sheriff's sale price is grossly inadequate where sale price was a small percentage—roughly ten percent or less—of the established market value. In *Delaware County Nat'l Bank v. Miller*, 303 Pa. 1, 154 A. 19 (1931), the Supreme Court upheld the trial court's determination that a sale price of \$2,000.00 was grossly inadequate for a property valued at more than \$69,000.00. In addition, prospective bidders received conflicting information as to whether the property would be encumbered by debt after the sheriff's sale. *Id.* at 4, 154 A. at 20–21. The Supreme Court agreed with the trial court's finding that the mortgagee bank (which was also the successful bidder) made announcements immediately prior to the sale that were meant to discourage other bids. *Id.* Likewise, in *Warren Pearl Works v. Rappaport*, 303 Pa. 235, 237–38, 154 A. 587, 587–88 (1931), the Supreme Court concluded that a purchase price of \$3,500.00 for a property valued at \$31,000.00 was grossly inadequate. In that case, as well, the record reflected a misunderstanding, prior to the sheriff's sale, of whether certain encumbrances would be discharged by the sale. *Id.* Likewise, in *Capozzi v. Antonoplos*, 414 Pa. 565, 201 A.2d 420 (1964), stock valued at \$20,000.00 was sold at sheriff's for \$58.30 toward an outstanding \$982.57 in debt. The Supreme Court affirmed the trial court's order setting aside the sale, reasoning that the gross inadequacy of the price was a sufficient reason, in and of itself, to do so. *Id.* at 566–69, 201 A.2d at 421–22; *see also First Fed. Sav. & Loan Ass'n v. Swift*, 457 Pa. 206, 214, 321 A.2d 895, 899 (1974) (Eagen, J., concurring) (\$5.00 plus \$329.46 in taxes toward property worth \$6,000.00 was a grossly inadequate sale price).

In the instant matter, the \$255,800.00 purchase price represents roughly 44% of Wing's \$580,000.00 offer. The trial court reasoned that the purchase price was grossly inadequate because it was substantially less than what Wing would have offered had he “been afforded the opportunity to bid on the property.” Trial Court Opinion, 4/25/11, at 10.

We believe the trial court abused its discretion in several respects.

Assuming *arguendo* that the Property is worth as much as \$580,000.00, the purchase price represents a far greater portion of the market value than cases such as *Miller*, *Warren Pearl Works*, and *Capozzi*, in which our courts have deemed the purchase price grossly inadequate. Moreover, the purchase price exceeded the amount of the outstanding debt by more than \$50,000.00.

In addition, the sale was duly advertised and the bidding process was competitive. N.T., 1/26/11, at 45. The trial court did not find any procedural defect indicating that the sale was not lawfully conducted.<sup>4</sup> In this respect also, the instant matter is distinguishable from *Miller* and *Warren Pearl Works*, in which procedural

irregularities may have hampered the competitive bidding process and contributed to the grossly inadequate sale price. Wing testified that he believed negotiations between the Estate and the Bank were ongoing and therefore was not actively pursuing a purchase of the Property. N.T., 1/26/11, at 47, 51. Nothing in Wing's testimony explains his failure to learn of a duly advertised sale.

Finally, we conclude that the trial court abused its discretion in failing to apply the rule that the price obtained at a lawfully conducted sheriff's sale is presumptively the best price obtainable. *Balmer*, 810 A.2d at 166–167.

*Bank of America, N.A. v. Estate of Hood*, 2012 PASuper. 70, 47 A.3d 1208, 1212-13 (Pa.Super. 2012),

2. Many of the facts in this matter are comparable to those in *Bank of America*. The sheriff sale was duly advertised. The sale was subject to competitive bidding, which led to a high bid far in excess of the debt. The other bidder actively bid on the Premises up to his highest bid of \$194,000.00. There is every reason to believe that his high bid in that amount is all he was prepared to pay, and that the successful bidder at \$195,000 was simply prepared to pay more.
3. The high bidder is presumed by the Court to reflect the highest price available.
4. There was no evidence introduced at the hearing on February 20, 2026, upon which the Court could base a finding that the sale price was grossly inadequate.

And now, this 23<sup>rd</sup> day of February, 2026, for the reasons more fully set forth above, Defendant's Objection to Sale, filed February 20, 2026, is **DISMISSED**.

BY THE COURT,

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William P. Carlucci, Judge

cc: Court Administrator  
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