

No. _____

IN THE SUPREME COURT
OF THE UNITED STATES

DAVID CARR,
Petitioner

vs.

PNC BANK, NATIONAL
ASSOCIATION,
Respondent

On Petition for a Writ of Certiorari to the
Supreme Court of Pennsylvania

PETITION FOR A WRIT OF CERTIORARI

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QUESTION PRESENTED

I. WHETHER THE LOWER COURT SHOULD HAVE SET ASIDE THE SHERIFF'S SALE BECAUSE THE HOMEOWNER WAS NEVER GIVEN TIMELY NOTICE OF THE NEW SALE DATE IN VIOLATION OF PA. R.C.P. 3129.3.

PARTIES TO THE PROCEEDING

The Petitioner-Defendant is David Carr.

The Respondent-Plaintiff is PNC Bank,
National Association.

Non-Petitioning Defendants are Craig Carr
and The United States of America.

TABLE OF CONTENTS

QUESTION PRESENTED. -iii-
PARTIES TO THE PROCEEDING. -iv-
TABLE OF CONTENTS -v-
TABLE OF AUTHORITIES -vi-
OPINIONS BELOW -1-
BASIS OF JURISDICTION. -3-
STATEMENT OF THE CASE -4-
REASONS FOR GRANTING THE WRIT -7-
CONCLUSION -14-
APPENDIX:
ORDER OF THE COURT OF COMMON
PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA. -15-
OPINION OF THE COURT OF COMMON
PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA. -16-
OPINION OF THE SUPERIOR COURT
OF PENNSYLVANIA -24-
ORDER OF THE SUPREME COURT
OF PENNSYLVANIA -37-

TABLE OF AUTHORITIES

Statutes

28 U.S.C. Section 1257 (a): 3

Cases

Jones v. Flowers, 547 U.S. 220, 126 S. Ct. 1708, 164 L. Ed. 2d 415
(2006) 7

Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 70 S. Ct. 652, 94 L. Ed. 865 (1950)

In Mennonite Board of Missions v. Adams, 462 U.S. 791, 103 S.Ct. 2706, 77 L.Ed.2d 180 (1983),8

First Eastern Bank v. Campstead, 432 Pa. Super 241 (1994) 9

Meritor Mortgage Corp. — East v. Henderson, 421 Pa. Super. 339, 342, 617 A.2d 1323, 1325-1326 (1992)
..... 10

Scott v. Adal Corp., 353 Pa. Super. 288, 299-300, 509 A.2d 1279, 1285 (1986), allocatur denied, 514 Pa. 643, 523 A.2d 1132 (1987)... 10

Noetzel v. Glasgow, Inc., 338 Pa. Super. 458, 469, 487 A.2d 1372, 1377 (1985), citing *Pennsylvania Coal Mining Assoc. v. Insurance Dept.*, 471 Pa. 437, 452-453, 370 A.2d 685, 692-693 (1977). 10

GMAC Mortg. Corp. of Pa. v. Buchanan, 929 A.2d 1164, 1167 (Pa. Super. 2007). 11

Mortgage Elec. Registration Sys., Inc. v. Ralich, 982 A.2d 77, 79 (Pa. Super. 2009) (citations omitted), appeal denied, 992 A.2d 889 (Pa. 2010) 11

Merrill Lynch Mortg. Capital v. Steele, 859 A.2d 788, 791 (Pa. Super. 2004). 11

National Penn Bank v. Shaffer, 672 A.2d 326, 328 (Pa. Super. 1996)..... 12

McKinney v. Carolus, 634 A.2d 1144, 1146 (Pa. Super. 1993). 12

PNC Bank, N.A. v. Unknown Heirs, 929 A.2d 219, 230 (Pa. Super. 2007) (quoting *Romeo v. Looks*, 535 A.2d 1101, 1105 (Pa. Super. 1987) (en banc), appeal denied, 542 A.2d 1370 (1988)..... 12

M & T Mortgage Corporation v. Keesler, 826 A.2d 877 (Pa. Super. 2003)..... 13

OPINIONS BELOW

The trial Court's order, from the Court of Common Pleas of Allegheny County, Pennsylvania, denying Petitioner's Petition to Set aside the Sheriff's Sale, entered on May 3, 2024, is attached hereto as Appendix A-1.

The trial court's opinion, from the Court of Common Pleas of Allegheny County, Pennsylvania, denying Petitioner's Petition to Set aside the Sheriff's Sale, entered on July 30, 2024, is attached hereto as Appendix A-2.

The non-precedential opinion that the Superior Court of Pennsylvania, affirming the trial court's denial of the Petitioner's Petition to Set Aside the Sheriff's Sale, entered on July 16, 2025, is attached hereto as Appendix A-3.

The Order of the Supreme Court of Pennsylvania, denying the Petition of Allowance of Appeal, entered on February 18, 2026, is attached hereto as Appendix A-4.

BASIS OF JURISDICTION

This is an appeal from an Order from the Supreme Court of Pennsylvania, at Case No. WAL , dated February 18, 2026, denying the Petitioner's Petition for Allowance of Appeal. This court has jurisdiction under 28 U.S.C. Section 1257 (a):

(a) Final judgments or decrees rendered by the [highest court of a State](#) in which a decision could be had, may be reviewed by the Supreme Court by writ of certiorari where the validity of a treaty or statute of the United States is drawn in question or where the validity of a statute of any State is drawn in question on the ground of its being repugnant to the Constitution, treaties, or laws of the United States, or where any title,

right, privilege, or immunity is specially set up or claimed under the Constitution or the treaties or statutes of, or any commission held or authority exercised under, the United States.

STATEMENT OF THE CASE

Appellant is David Carr (hereinafter the “Homeowner”), who is the owner of 209 Summit Street, Pittsburgh, PA 15238 (hereinafter the “Subject Property”). Appellee is the Plaintiff, PNC Bank, National Association, (hereinafter the “Mortgage Company”). The Mortgage Company filed a Complaint in Mortgage Foreclosure on 1/22/2015 against the Homeowner and two other Defendants. Judgment was entered on 8/22/2017 for mortgage foreclosure in the Subject Property). The Mortgage Company filed a Praecipe for Writ of Execution on 10/31/2017, scheduling a Sheriff’s Sale for 2/5/2018, then continued to 4/5/2018, then to 4/2/2018, then to 5/7/2018, then stayed. The Mortgage Company then filed a Praecipe to Re-Issue Writ of

Execution on 1/31/2019. The docket does not indicate if this writ was ever stayed. The Mortgage Company filed a Praecipe to Re-Issue Writ of Execution on 5/18/2023, scheduling a Sheriff's Sale for 8/8/2023, which was continued to 9/5/2023, then to 12/4/2023. Homeowner filed a Motion to Continue Sheriff's Sale and the sale was continued until 3/4/2024. The Mortgage Company, on 3/7/2024, filed a Motion for Continuance of the 3/4/2024 sheriff's sale but never served it on Homeowner or his attorney. The Mortgage Company continued the Sheriff's Sale to 4/1/2024. The Mortgage Company, on 3/25/2024 filed a Motion for Continuance of the 3/4/2024 sheriff's sale and again did not serve it on Homeowner or his attorney. The Mortgage Company never sent notice of the continuance to the Homeowner, nor his counsel

either time. The court sent notice to the Homeowner on 3/28/2024, three (3) days prior to the sale. The Sheriff then sold the property at the 4/1/2024 sale to the Respondent. The records indicate an overbid. Homeowner brought a Petition to Set Aside Sheriff's, Sale which was denied by the Court of Common Pleas of Allegheny County, Pennsylvania. Petitioner appealed that Order to the Superior Court of Pennsylvania, which affirmed the Court of Common Pleas of Allegheny County. Petitioner petitioned to the Supreme Court of Pennsylvania, which denied the Petition on February 18, 2026. Petitioner petitions to this Court.

REASONS FOR GRANTING THE WRIT

1. THE COURT SHOULD HAVE SET ASIDE THE SHERIFF'S SALE BECAUSE THE DEFENDANT WAS NEVER GIVEN TIMELY NOTICE OF THE NEW SALE DATE IN VIOLATION OF PA. R.C.P 3129.3.

The Sheriff's Sale should be set aside because the Petitioner was never given timely notice of the new sale date in violation of Pa. R.C.P 3129.3. Failure to properly notify a property owner of a Sheriff's Sale violated the due process clause of the US Constitution. *Jones v. Flowers*, 547 U.S. 220, 126 S. Ct. 1708, 164 L. Ed. 2d 415 (2006). *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 70 S. Ct. 652, 94 L. Ed. 865 (1950). Notice

must be reasonably calculated under the circumstances to inform interested parties of a pending action and give them an opportunity to respond. Notice by publication may be insufficient if the names and addresses of the parties are known.

Due process requires that notice to a mortgagee be reasonably calculated to provide actual notice of a foreclosure sale. *In Mennonite Board of Missions v. Adams*, 462 U.S. 791, 103 S.Ct. 2706, 77 L.Ed.2d 180 (1983), the Supreme Court of the United States set forth the constitutional standards governing notice of such sales.

Since a mortgagee clearly has a legally protected property interest, he is entitled to notice reasonably calculated to apprise him of a pending tax sale. When the mortgagee is identified in a mortgage that is publicly recorded, constructive notice by publication must be supplemented by notice mailed to the mortgagee's last known available address, or by personal service. But unless the mortgagee is not reasonably identifiable, constructive notice alone does not satisfy the mandate of *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 70 S.Ct. 652, 94 L.Ed. 865 (1950)].

Neither notice by publication and posting, nor mailed notice to the property owner, are means “such as one desirous of actually informing the [mortgagee] might

reasonably adopt to accomplish it.” *Mullane*, 339 U.S., at 315, 70 S.Ct. 652, 94 L.Ed. 865.

Notice by mail or other means as certain to ensure actual notice is a minimum constitutional precondition to a proceeding which will adversely affect the liberty or property interests of any party, whether unlettered or well versed in commercial practice, if its name and address are reasonably ascertainable.

First Eastern Bank v. Campstead, 432 Pa. Super 241 (1994) The notice requirements of Pa.R.C.P. 3129.1, 3129.2, and 3129.3 were intended to protect fundamental rights of due process by insuring that persons with an interest in real estate would receive adequate notice

before being deprived of their property. *Cf. Meritor Mortgage Corp. — East v. Henderson*, 421 Pa. Super. 339, 342, 617 A.2d 1323, 1325-1326 (1992); *Scott v. Adal Corp.*, 353 Pa. Super. 288, 299-300, 509 A.2d 1279, 1285 (1986), allocatur denied, 514 Pa. 643, 523 A.2d 1132 (1987). Because notice is "the most basic requirement of due process, [it] must `be reasonably calculated to inform interested parties of the pending action, and the information necessary to provide an opportunity to present objections. The form of notice required depends on what is reasonable considering the interests at stake and the burdens of providing notice." *Noetzel v. Glasgow, Inc.*, 338 Pa. Super. 458, 469, 487 A.2d 1372, 1377 (1985), citing *Pennsylvania Coal Mining Assoc. v. Insurance Dept.*, 471 Pa. 437, 452-453, 370 A.2d 685, 692-

693 (1977). Here, the interest at stake was the potential loss of the title to real estate, and the burden of providing adequate notice was slight.

A petition to set aside a sheriff's sale is grounded in equitable principles[.]” *GMAC Mortg. Corp. of Pa. v. Buchanan*, 929 A.2d 1164, 1167 (Pa. Super. 2007). The burden of establishing grounds for relief rests with the petitioner. *Id.* A court may only grant a petition “when [it] is filed before the sheriff's delivery of the deed.” *Mortgage Elec. Registration Sys., Inc. v. Ralich*, 982 A.2d 77, 79 (Pa. Super. 2009) (citations omitted), appeal denied, 992 A.2d 889 (Pa. 2010); Pa.R.C.P. 3132.

The decision to set aside a sheriff's sale is within the sound discretion of the trial court, and we shall not reverse its decision on appeal absent a clear abuse of discretion. *Merrill Lynch Mortg. Capital v. Steele*, 859 A2d 788, 791 (Pa. Super. 2004). “An abuse of discretion is not merely an error of judgment, but if in reaching a conclusion the law is overridden or misapplied, or the judgment exercised is manifestly unreasonable, or [the judgment is] the result of partiality, prejudice, bias or ill-will, as shown by the evidence of record, discretion is abused.” *National Penn Bank v. Shaffer*, 672 A.2d 326, 328 (Pa. Super. 1996) (citation omitted).

Fundamentally, “[d]ue process requires that a party who will be adversely affected by a court order

must receive notice and a right to be heard in an appropriate setting.” *McKinney v. Carolus*, 634 A.2d 1144, 1146 (Pa. Super. 1993). “Due process, reduced to its most elemental component, requires notice.” *PNC Bank, N.A. v. Unknown Heirs*, 929 A.2d 219, 230 (Pa. Super. 2007) (quoting *Romeo v. Looks*, 535 A.2d 1101, 1105 (Pa. Super. 1987) (en banc), appeal denied, 542 A.2d 1370 (1988)).

In order for notice of a sheriff's sale of real property to be valid, it must be reasonably calculated to inform interested parties of the pending action, and the information necessary to provide an opportunity to present objections. *M & T Mortgage Corporation v. Keesler*, 826 A.2d 877 (Pa. Super. 2003). Notice of

sheriff's sale of property is defective if the sale is continued indefinitely, no date certain is set, and no new notice of rescheduled sheriff's sale was given to the property owner.

In the present case, Homeowner did not receive adequate notice of the continued sale and the sale must be set aside.

CONCLUSION

For the foregoing reasons, the Petition for Writ of Certiorari should be granted, and the judgment of the Supreme Court of Pennsylvania should be reversed.

Respectfully submitted,

/s/ Michael S. Geisler

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IN THE COURT OF COMMON PLEAS OF ALLEGHENY
COUNTY, PENNSYLVANIA

PNC BANK, : CIVIL DIVISION
NATIONAL :
ASSOCIATION, :
 : MG 15-000125
Plaintiff, :
 :
 :
vs. :
 :
 :
DAVID CARR, :
CRAIG CARR, and :
THE UNITED STATES :
OF AMERICA, :
 :
Defendant, :

ORDER OF COURT

AND NOW, this 3rd day of May, 2024, upon
consideration of the foregoing Petition, it is hereby
ordered that the petition is denied.

BY THE COURT:

/s/ Alan Hertzberg

J.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY
COUNTY, PENNSYLVANIA

PNC BANK,	:	CIVIL DIVISION
NATIONAL	:	
ASSOCIATION,	:	
	:	MG 15-000125
<i>Plaintiff,</i>	:	
	:	
vs.	:	
	:	
DAVID CARR,	:	
CRAIG CARR, and	:	
THE UNITED STATES	:	
OF AMERICA,	:	
	:	
<i>Defendant,</i>	:	

OPINION

Alan Hertzberg, Judge

Date filed: July 30, 2024

In November of 2005 Harry Carr signed a mortgage for \$100,000 to National City Bank encumbering real property in Blawnox Borough known as 209 Summit Drive, Pittsburgh, PA 15238. PNC Bank, National Association, as successor by merger to National City Bank, commenced this proceeding in January of 2015 by filing a complaint in mortgage foreclosure.

David Carr, Craig Carr and the United States of America are the Defendants¹. . The complaint avers default for failure to make payment when due, with a principal balanced owed of \$99,629 and a total owed of

1

The complaint avers that David Carr and Craig Carr "are the record and real owners" of 209 Summit Drive, but there is no explanation of whether Harry Carr deeded them the property or how they acquired title. The complaint avers that the United States of America is a "terre tenant" by virtue of federal tax liens filed against David Carr.

\$106,809. After service of the complaint on David Carr, the proceeding was delayed for approximately two years for multiple conciliation conferences after he was admitted into the Residential Mortgage Foreclosure Diversion Program. A default judgment was entered against David Carr in March of 2017, and after a motion for alternative service on Craig Carr, a default judgment was entered against him in August of 2017.

Writs of execution were issued and reissued in October of 2017, January of 2019 and May of 2023 for \$202,142. The property was sold at Sheriff's Sale on April 1, 2024. On April 23, 2024 David Carr filed a petition to set aside Sheriff's Sale. The petition was argued before me on May 3, 2024, and I denied it. The

Sheriff's Deed to PNC Bank was signed on May 10, 2024 and recorded on May 17, 2024. David Carr filed a timely notice of appeal to the Superior Court of Pennsylvania from my May 3, 2024 order. He also filed a concise statement of matters complained of on appeal, which, pursuant to Pennsylvania Rule of Appellate Procedure 1925(a), I will address below.

Mr. Carr's first contention is that I made an error by denying the petition to set aside Sheriff's Sale. Pennsylvania Rule of Civil Procedure 3132 states that there must be "proper cause shown" for a sheriff's sale to be set aside. Mr. Carr, however, lacked a proper cause to set aside the Sheriff's Sale. After the Writ of Execution was reissued in May of 2023 for \$202,142, the Sheriff's

Sale had to be postponed from September of 2023 to December of 2023 because Mr. Carr filed bankruptcy. Then, it was Mr. Carr who requested and received a postponement of the Sheriff's sale to March 4, 2024. While his petition generally avers he was prejudiced by the March 4, 2024 sale being postponed by PNC Bank to April 1, 2024, I did not see this as "proper cause shown" to set aside the Sheriff's Sale. Being given nearly thirty additional days to make arrangements for paying a debt was a benefit to Mr. Carr and not a proper cause to set aside the Sheriff's Sale. Therefore, I correctly denied the petition to set aside the Sheriff's Sale.

Mr. Carr's second contention is that the Sheriff's Sale should have been set aside because he "was never

given timely notice of the new sale date in violation of Pa.R.C.P. 3129.3." In the petition Mr. Carr avers PNC Bank failed to serve the motion for continuance of the Sheriff's Sale from March 4, 2024 to April 1, 2024 on him or his attorney but that he received notice from the court on March 28, 2024. Even if this is true, Rule 3129.3 was not violated. Under that Rule, when provided by "special order of court," notice of the continuance or postponement of a Sheriff's Sale is not required. See Wells Fargo Bank v. Barron, 2020 PA Super 82, 230 A.3d 1269 at 1273-1274. The March 7, 2024 special order of the Honorable Mary McGinley continued the Sheriffs Sale to April 1, 2024 "without further notice." Therefore, Rule 3129.3 was not violated.

Mr. Carr's third contention is that the Sheriffs Sale should have been set aside because PNC Bank violated the 10 day notice requirement of local rule 203.3(2) for the motion for continuance. Allegheny County Local Rule 208.3(2) states:

Procedure applicable to all motions: A motion may be presented only after service of the copy of the motion and notice of the date, time, and location of presentation on all other parties. Except in cases of emergency, or with the consent of all other parties, the date of presentation shall be at least ten

(10) days after service of a copy of the motion and the notice of the date of presentation.

On the facesheet of PNC Bank's motion for continuance, this is printed: "The undersigned certifies to this Honorable Court that all parties to this Litigation consent, or do not oppose this Motion. Date Motion Served: 3/7/2024." This certification that the motion was consented to or not opposed allows it to be presented without the 10 day notice. For this particular motion for continuance, one would expect it to be consented to or not opposed. The only reason for the continuance was the Sheriff received the initial version of my December 1, 2023 order in which the sale was postponed until March 4, 2023, which was corrected to March 4, 2024 before my Order was filed on December 3, 2023. Hence there was no violation of local rule 208.3(2).

Mr. Carr's fourth and final contention is that I made an error by not issuing a rule to show cause. However, the rule to show cause procedure that is mandated to open or strike confessions of judgment, default judgments and judgments of non pros is not mentioned in Pennsylvania Rule of Civil Procedure 3132, which governs petitions to set aside Sheriff's Sales.² In any event, I did not need to decide any disputed issues of fact to deny Mr. Carr's petition. I assumed all the averments in his petition to be true and relied on

2

Pe1msylvania Rules of Civil Procedure 2959 and 206.1 mandate the rule to show cause procedure for petitions to open or strike confessions of judgment, default judgments and judgments of non pros. Rule 206.1 allows for a Local Rule 206. I(a) for additional uses of the procedure, but Allegheny County has no Local Rule 206. J (a).

undisputed matters in the docket to deny Mr. Carr's petition. Hence, a rule to show cause was not required.

BY THE COURT:

Jeffrey Hertzberg

J.

J-A09015-25

**NON-PRECEDENTIAL DECISION - SEE SUPERIOR
COURT O.P. 65.37**

PNC BANK, NATIONAL : IN THE SUPERIOR COURT
ASSOCIATION, : OF PENNSYLVANIA

vs.

DAVID CARR, : NO. 686 WDA 2024
CRAIG CARR, AND :
THE UNITED STATES :
OF AMERICA :

APPEAL OF: DAVID :
CARR :

Appeal from the Order Entered May 3, 2024
In the Court of Common Pleas of Allegheny
County Civil Division at No(s): MG 15-000125

BEFORE: KUNSELMAN, J., NICHOLS, J., and LANE, J.
MEMORANDUM BY KUNSELMAN, J.:

FILED: JULY 16, 2025

David Carr appeals from the order denying his

petition to set aside the sheriff's sale of certain property located in Pittsburgh, Pennsylvania. He claims that he did not receive adequate notice of the sale. Upon review, we affirm.

The trial court set forth the facts as follows:

In November of 2005 Harry Carr signed a mortgage for \$100,000 to National City Bank encumbering real property in Blawnox Borough known as 209 Summit Drive, Pittsburgh, PA 15238 [(“the property”)]. PNC Bank, National Association, as successor by merger to National City Bank, commenced this proceeding in January of 2015 by filing a complaint in mortgage foreclosure. David Carr, Craig Carr and the United States of America are the defendants.¹ The complaint avers default for failure to make

¹ The complaint avers that David Carr and Craig Carr

"are the record and real owners" of 209 Summit Drive, but there is no explanation of whether Harry Carr deeded them the property or how they acquired title. The complaint

payment when due, with a principal balance owed of \$99,629 and a total owed of \$106,809. After service of the complaint on David Carr, the proceeding was delayed for approximately two years for multiple conciliation conferences after he was admitted into the Residential Mortgage Foreclosure Diversion Program. A default judgment was entered against David Carr in March of 2017, and after a motion for alternative service on Craig Carr, a default judgment was entered against him in August of 2017.

Writs of execution were issued and reissued in October of 2017, January of 2019 and May of 2023 for \$202,142.

Trial Court Opinion, 7/30/34, at 1-2.

Following the issuance of the 2023 writ of execution, a sheriff's sale of the property was scheduled for August 8, 2023. Full notice of the sale

was given at that time. However, the sale was continued to September 5, 2023, to address an advertising issue. The sale was continued again to October 2, 2023, and then December 4, 2023, due to Carr filing for bankruptcy. A few days before the December sale, Carr filed a motion to continue the sale for 90 days. The trial court granted the continuance and notably provided that “no further postponement shall be granted unless [PNC] consents. No further costs or advertising.” However, the court inadvertently wrote “March 4, 2023” rather than “March 4, 2024.” And, although the trial court later corrected this order before it was filed, the sheriff’s copy showed the 2023 date; the sheriff declined to sell the property on March 4, 2024. The sheriff publicly announced at that time that the sale

would be postponed until April 1, 2024.

avers that the United States of America is a "terre tenant" by virtue of federal tax liens filed against David Carr.

As a result, on March 7, 2024, PNC sought a continuance of the sale to April 1, 2024, and requested that the court enter a special order and direct that no further notice or advertisement was required. The court granted PNC's request.

On March 25, 2024, PNC presented another motion for a written order continuing to continue the sale of the previously scheduled sale from October 2, 2023, to December 4, 2023, without further notice.

The sheriff indicated that it needed a written order postponing the October 2, 2023, sale to December 4, 2023, which ostensibly had not been obtained after Carr filed bankruptcy. The court granted PNC's motion.

Ultimately, the property was sold at sheriff's sale on April 1, 2024. On April 23, 2024, Carr filed a petition to set aside the sale claiming that PNC did not give him timely notice of the April 1, 2024, sheriff's sale. The trial court denied Carr's petition on May 5, 2024.

On June 3, 2024, Carr filed this timely appeal.² He and the trial court complied with Appellate Rule 1925.

² We observe that the sheriff's deed transferring the property to PNC Bank was signed on May 10, 2024,

(just a few days after Carr’s petition was denied) recorded on May 17, 2024, and filed on May 30, 2024. Because an appeal from the denial of a petition to set aside a sheriff’s sale is moot upon the sheriff’s sale and delivery of deed and because the May 10, 2024, docket entry reflected “acknowledgement” of the deed to PNC Bank, this Court issued a rule to show cause to Carr to show cause why his appeal should not be dismissed. *Deutsche Bank Nat. Co. v. Butler*, 868 A.2d 574 (Pa. Super. 2005) (holding that appeal from denial of petition to set aside sheriff’s sale was moot upon subsequent sheriff’s sale and delivery of deed). Carr (*Footnote Continued Next Page*)

Carr raises the following single issue for our review:

1. Whether the [trial] court should have set aside the sheriff’s sale because the homeowner was never given timely notice of the new sale date in violation of Pa.R.C.P. 3129.3.

Carr’s Brief at 6.³

Carr seeks to set aside the sheriff’s sale of the property on the basis that PNC did not give him adequate notice of the continued sale held on April 1, 2024. Specifically, Carr claims that PNC did not serve the March 7 and March 25, 2024, motions seeking a

continuance of the March 4, 2024, sale to April 1, 2024, on either him or his attorney. He further claims that PNC did not send him or his attorney copies of the orders continuing the sale to April 1, 2024. Carr's Brief at 7-8. Therefore, according to Carr, because he did not

responded, in pertinent part, that the record showed only that the deed was recorded but did not show delivery of the deed to PNC Bank; therefore, his appeal was not moot. We agree. Because the docket does not include a "Sheriff Service Process Receipt" or "Affidavit of Return," as there was in *Deutsche* and as required under Civil Rule 3139, both of which show that the sheriff delivered the deed to PNC, we conclude that Carr's appeal is not moot and will address his issues.

³ Carr raised other issues in his Appellate Rule 1925(b) statement but only raised this issue in his appellate brief statement of questions involved. Further, he did not make any argument regarding these issues in the argument portion of his brief. An appellant's "statement of the questions involved must state concisely the issues to be resolved, expressed in the terms and circumstances of the case but without

unnecessary detail.” Pa.R.A.P. 2116(a). “No question will be considered unless it is stated in the statement of questions involved or is fairly suggested thereby.” *Id.* Moreover, the argument of an appellant's brief shall analyze each issue and provide us with “such discussion and citation of authorities as are deemed pertinent.” Pa.R.A.P. 2119(a). Because no other issues were raised or argued, all other issues are waived.

receive proper notice, the trial court abused its discretion when it denied his petition and the sale must be set aside. We disagree.

“A petition to set aside a sheriff's sale is grounded in equitable principles[.]” *GMAC Mortg. Corp. of Pa. v. Buchanan*, 929 A.2d 1164, 1167 (Pa. Super. 2007). The burden of establishing grounds for relief rests with the petitioner. *Id.*

The decision to set aside a sheriff's sale is within the sound discretion of the trial court, and we shall not reverse its decision on appeal absent a clear abuse of discretion. *Merrill Lynch Mortg. Capital v.*

Steele, 859 A.2d 788, 791 (Pa. Super. 2004). “An abuse of discretion is not merely an error of judgment, but if in reaching a conclusion the law is overridden or misapplied, or the judgment exercised is manifestly unreasonable, or [the judgment is] the result of partiality, prejudice, bias or ill-will, as shown by the evidence of record, discretion is abused.” *National Penn Bank v. Shaffer*, 672 A.2d 326, 328 (Pa. Super. 1996) (citation omitted).

Rules 3129.1 and 3129.2 of the Pennsylvania Rules of Civil Procedure govern notice with respect to sheriff's sales of real property. Generally, notice of the sale must be mailed to lienholders and other parties with an interest in the property. Additionally, the property must be posted with the notice, and notice must be advertised not less than 30 days prior to the sale.

A sale may be stayed, continued, postponed or

adjourned in accordance with the provisions of Rule 3129.3. That statute provides, in relevant part, as follows:

(a) *Except as provided by subdivision (b) or special order of court, **new notice shall be given*** as provided by Rule 3129.2 if a sale of real property is stayed, continued, postponed or adjourned.

(b)(1) If the sale is stayed, continued, postponed or adjourned to ***a date certain within one hundred thirty days of the scheduled sale***, notice of which sale was given as provided by Rule 3129.2, and public announcement thereof, including the new date, is made to the bidders assembled at the time and place fixed for the sale, no new notice as provided by Rule 3129.2 shall be required, but there may be only two such stays, continuances, postponements or adjournments within the one hundred thirty day period without new notice.

(2)(i) When the sale is stayed, continued, postponed or adjourned as provided by subdivision (b)(1), the

plaintiff shall file

(A) a notice of the date of continued sheriff's sale with the prothonotary at least fifteen days before the continued sale date, and

(B) a certificate of filing with the sheriff confirming the filing of the notice of the date of continued sheriff's sale with the prothonotary.

The sheriff shall continue the sale to the next available sale date if the notice of the date of continued sheriff's sale has not been timely filed. This continuance imposes a new obligation on the plaintiff to meet the requirements described in (b)(2)(i)(A) and (B).

(ii) Non-compliance with this subdivision is not a basis for setting aside the sheriff's sale unless raised prior to the delivery of the sheriff's deed. The sale shall be set aside only upon a showing of prejudice.

Pa.R.C.P. 3129.3 (emphasis added). Essentially, Rule 3129.3 provides that, if a pending sale of real property is “stayed, continued, postponed or adjourned” for

any reason, then typically “new notice” is required unless one of two exceptions to this general requirement is met: 1) a special order issued by the court, or 2) compliance with Rule 3129.3(b).

Additionally, Rule 440 of the Rules of Civil Procedure sets forth the appropriate means of serving papers. In pertinent part, it provides:

(a) (1) Copies of all legal papers other than original process filed in an action or served upon any party to an action shall be served upon every other party to the action.

(i) Service shall be made ... by handing or mailing a copy to or leaving a copy for each party at the address of the party's attorney of record endorsed on an appearance or prior pleading of the party, or at such other address as a party may agree[.]

Pa.R.C.P. 440(a)(1)(i) (emphasis added).

Here, PNC obtained a special order on March

7, 2024, to postpone the sheriff's sale of the property until April 1, 2024, due to the incorrect year of the sale. PNC then obtained another special order on March 25, 2024, to validate the continuance of the October 2023 sale to December 2023. Carr does not dispute that these were special orders in accordance with Rule 3129.3. Instead, Carr claims that notice of these motions, and resulting orders, were not served upon him or his attorney. We disagree.

As the trial court aptly observed, the face sheet of both of PNC's motions for a continuance indicated Carr consented to presentation of the motions. Trial Court Opinion, 7/30/24, at 4. The face sheets also indicated that these motions were served.

Regarding the March 7, 2024, the court further observed that:

one would expect it to be consented to or not opposed. The only reason for the continuance was [that] the Sheriff received the initial version of [the

court's] December 1, 2023 order in which the sale was postponed until March 4, 2023, which was corrected to March 4, 2024 before my order was filed on December 6, 2023.

Id. at 4-5. Notably, Carr was the one who continued the sale to the March date but did not ensure that the order was accurate, causing the delay. Rather, PNC had to present a motion to address the incorrect date.

Similarly, the March 25, 2024, motion did not change the sale date of the sale but authorized the continuance of the sale, based on Carr's bankruptcy filing. As such, it was also logical that Carr consented to this motion.

Furthermore, a review of the docket shows that the prothonotary sent copies of these orders to the parties of record as required by Rule 236, which would have included Carr's attorney of record.

Consequently, Carr's claim that he did not

receive adequate notice of the sheriff's sale is without merit.⁴ Therefore, we conclude that the trial court did not abuse its discretion when it denied Carr's petition to set aside the sheriff's sale of the property.

Order affirmed.

Judgment Entered
/s/ Benjamin D. Kohler
Benjamin D. Kohler, Esq.
Prothonotary

DATE: 7/16/2025

⁴ We observe that this matter has been pending since 2017. According to PNC, this is due in part to Carr abusing the bankruptcy system to delay the sale. PNC's Brief at 6. By challenging these continuances without basis and claiming he never got notice of the April sale date, Carr continues to abuse the process to delay the sale

**IN THE SUPREME COURT OF PENNSYLVANIA
WESTERN DISTRICT**

PNC BANK,	:	No. 208 WAL 2025
NATIONAL	:	
ASSOCIATION,	:	Petition for Allowance
	:	of Appeal from the
Respondent,	:	Superior Court
vs.	:	
DAVID CARR,	:	
CRAIG CARR, AND	:	
THE UNITED STATES	:	
OF AMERICA,	:	
Petitioners,	:	
	:	
APPEAL OF: DAVID	:	
CARR,	:	

ORDER

PER CURIAM

AND NOW, this 18th day of February, 2026, the
Petition for Allowance of Appeal is DENIED.