NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37

HAROLD T. SHELLHAMMER, ADMINISTRATOR OF THE ESTATE OF HAROLD LLOYD SHELLHAMMER A/K/A HAROLD LOID SHELLHAMMER A/K/A HAROLD SHELLHAMMER,HAROLD T. SHELLHAMMER, SON AND TERESA T. TRUDICH, DAUGHTER	:	IN THE SUPERIOR COURT OF PENNSYLVANIA
Appellants	:	No. 145 EDA 2026
v.	:	
JANE L. SHELLHAMMER A/K/A JANE SHELLHAMMER	:	

Appeal from the Judgment Entered January 8, 2026
In the Court of Common Pleas of Carbon County Civil Division at No(s): 22-2457

BEFORE: BOWES, J., OLSON, J., and STEVENS, P.J.E.*

MEMORANDUM BY STEVENS, P.J.E.: **FILED NOVEMBER 25, 2026**

Appellants, Harold T. Shellhammer, individually and as administrator of the Estate of Harold L. Shellhammer, and Teresa T. Trudich, appeal from the January 8, 2026 judgment entered in favor of Appellee, Jane L. Shellhammer, following a non-jury trial in favor of Appellee on Appellants' quiet title action

* Former Justice specially assigned to the Superior Court.

and dismissing Appellants' partition action as moot.[1] After careful review, we affirm.

The trial court summarized the relevant facts and procedural history of this case as follows:

> On May 1, 1978, [Appellee] married Harold Lloyd Shellhammer (hereinafter "Mr. Shellhammer"). Mr. Shellhammer had two children from a prior marriage, [Appellants]. Upon their marriage, Appellee moved into the residence situated at 776 Edgemont Avenue, Palmerton, Carbon County, Pennsylvania, which was owned by Mr. Shellhammer's mother, May Irene Shellhammer. Appellee resided in that home with Mr. Shellhammer, his mother and his sister. Approximately four months later, Appellee moved out of the residence because of personal disputes among the three women.
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> Appellee moved to an apartment in a neighboring town. She and Mr. Shellhammer then purchased a home together up the street from the 776 Edgemont Avenue property and Appellee moved into that home. Mr. Shellhammer continued to reside with his mother at 776 Edgemont Avenue but visited with Appellee often at both locations. They continued to have a good relationship.
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> On July 15, 1979, Mr. Shellhammer's mother died testate. Upon her death, Appellee resumed living with her husband at 776 Edgemont Avenue. May Irene Shellhammer's will contained a provision giving her son the option to purchase the 776 Edgemont Avenue property along with the household furniture, contents

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[1] This appeal arises from an Action in Partition filed in the Court of Common Pleas of Carbon County at No. 22-2457. The parties also litigated a related Action to Quiet Title at No. 23-0145 involving the identical parcel of real property that is the subject of this appeal. Both of these matters were consolidated by the trial court for the purposes of trial.

and appliances for the sum of six thousand dollars ($6,000.00).

During their marriage, Appellee was always employed. First, in several local garment factories and later as a home health aide. Mr. Shellhammer had a limited education and was illiterate. He worked as a craneman at the Bethlehem Steel Corporation.

Appellee and Mr. Shellhammer maintained a joint bank account at Citizens Bank and Trust Company in Palmerton, from which Mr. Shellhammer withdrew six thousand dollars ($6,000.00) in cash to purchase the 776 Edgemont Avenue property. The property was transferred by deed dated September 7, 1979, from Russell Shellhammer and Harold Shellhammer, Executors of the Estate of May Irene Shellhammer, deceased to Harold Shellhammer. Appellee never saw a deed to the property after the transfer. Mr. Shellhammer, who was not able to read or write, would not have known how the deed was drafted. After the settlement, Mr. Shellhammer told Appellee that they owned the property located at 776 Edgemont Avenue.

Appellee has continuously resided at 776 Edgemont Avenue [] in excess of forty-five (45) years. Mr. Shellhammer died intestate on March 11, 2002. Before his death, all utilities, maintenance, repairs, improvements and real estate taxes were paid from the parties' joint account. Following Mr. Shellhammer's death, all of those bills have been paid by Appellee. Neither of the Appellants contributed to the utilities, maintenance, repairs, improvements or taxes relative to the 776 Edgemont Avenue property either during Mr. Shellhammer's lifetime or after his death.

Appellant, Harold T. Shellhammer testified that he did not know anything regarding the deed to the property until his son, who works in the Carbon County Mapping Office, advised him that the deed to 776 Edgemont Avenue was in the name of Harold

> Shellhammer. Appellant also testified that his father had a limited education and that he was illiterate.
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> Appellee's granddaughter, Kerri Ahner, resided with Appellee and Mr. Shellhammer at 776 Edgemont Avenue for extended periods of her life. Mr. Shellhammer always represented to Kerri Ahner that he and Appellee owned the property. Appellee did not see the deed to 776 Edgemont Avenue until she received correspondence from Appellants' counsel immediately prior to commencement of the instant litigation.
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> On December 8, 2022, Harold T. Shellhammer, individually and as administrator of the Estate of Harold Lloyd Shellhammer, and Teresa T. Trudich filed an "Action in Partition" against [Appellee] relative to the real property situated at 776 Edgemont Avenue, Palmerton, Pennsylvania. On January 20, 2023, Harold T. Shellhammer and Teresa T. Trudich commenced an "Action to Quiet Title" concerning the same real property. On May 8, 2023, pursuant to an Order of Court based upon a stipulation of counsel, both actions were consolidated for trial.
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> A non-jury trial was held on April 19, 2024. Thereafter counsel submitted proposed findings of fact, conclusions of law and post-trial briefs. This Court filed a Decision on December 31, 2024, finding in favor of Appellee and against Appellants on the Quiet Title action and dismissing as moot Appellants' Partition action. "Appellant's Motion for Post Trial Relief Pursuant to Pa.R.C.P. 227.1" was filed on January 7, 2025. Following the oral argument of counsel and review of the parties' briefs, we denied Appellants' post-trial motion via Order dated December 30, 2025.

Trial court opinion, 3/9/26 at 2-5.

On January 8, 2026, Appellants filed a praecipe to enter judgment on the court's December 30, 2025 order. This timely appeal followed. In

accordance with the trial court's directive, Appellants filed their concise statement of errors complained of on appeal, pursuant to Pa.R.A.P. 1925(b), on January 22, 2026. The trial court filed its Rule 1925(a) opinion on March 9, 2026.

Appellants raise the following issues for our review:

> [A.] Whether Title 20 [Pa.C.S.A. §] 2102 of the Probate, Estates and Fiduciary Code ([t]he PEF Code) controls the distribution of a real property held solely by a married deceased intestate husband where the husband had children who are not the children of his widow, [Appellee?]
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> [B.] Whether the decision [of] the trial court imposing a tenancy by the entireties on sole property in this case is supported by fact or by law[?]

Appellant's brief at 3.

> Our standard of review in non-jury trials is to assess whether the findings of facts by the trial court are supported by the record and whether the trial court erred in applying the law. Upon appellate review[,] the appellate court must consider the evidence in the light most favorable to the verdict winner and reverse the trial court only where the findings are not supported by the evidence of record or are based on an error of law. Our scope of review regarding questions of law is plenary.

Riverview Carpet & Flooring, Inc. v. Presbyterian SeniorCare, 299 A.3d 937, 956 (Pa.Super. 2023) (citation omitted).

Appellants' claims on appeal concern the applicability of both Section 2102 of the PEF Code and the doctrine of tenancy by the entireties. Section 2102 of the PEF Code provides, in relevant part, that "where … a decedent

dies leaving issue, one or more of whom is not the issue of the surviving spouse, the surviving spouse is entitled to one-half of the intestate estate." ***In re Est. of Scarpaci***, 176 A.3d 885, 889 (Pa.Super. 2017) (citation omitted).

> The intestate share of a decedent's surviving spouse is:
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> **. . . .**
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> (4) If there are surviving issue of the decedent one or more of whom are not issue of the surviving spouse, one-half of the intestate estate.

20 Pa.C.S.A. § 2102(4).

"A tenancy by the entireties is a form of co-ownership of real or personal property by husband and wife, by which together they own title or the entirety and not of a share. When one spouse dies, the surviving spouse takes no new estate; rather, the only change is in the properties of the legal entity holding the estate." ***MA-SA Construction, LLC v. Tropp***, 343 A.3d 279, 286 (Pa.Super. 2025) (citations omitted). A tenancy by the entireties requires a legally binding marriage plus the satisfaction of all four unities: unity of time, unity of title, unity of possession, and unity of interest; if one of the unities is lacking, then, by common law, there can be no joint tenancy or entirety. ***See Jones v. McGreevy***, 270 A.3d 1, 15-16 (Pa.Super. 2022), ***appeal denied***, 280 A.3d 867 (Pa. 2022). "[T]here is a presumption under Pennsylvania law that property held by husband and wife is held as a tenancy by the entireties and this presumption can only be overcome by clear and convincing evidence

that the property was not intended to be held by the entireties." ***In re Estate of Navarra***, 113 A.3d 829, 833 (Pa.Super. 2015) (citation omitted), ***appeal denied***, 125 A.3d 778 (Pa. 2015).

Instantly, the trial court concluded following a one-day bench trial before the Honorable Steven R. Serfass that the subject parcel of property was owned by the Decedent, Harold Lloyd Shellhammer, and his wife, Appellee, as tenants by the entireties and that upon Decedent's death, title vested solely in Appellee by operation of law as the surviving tenant by the entirety. The trial court further found that, contrary to Appellants' contention, Section 2102(4) of the PEF Code had no bearing upon its decision.

The trial court reasoned as follows:

> It is uncontroverted that Appellee and [Decedent] were married at the time the subject property was purchased. It is also uncontroverted that the funds used to purchase the property were withdrawn from a joint bank account owned by the Shellhammers as husband and wife. As of the real estate closing on September 7, 1979, Appellee and [Decedent] owned the 776 Edgemont Avenue property as tenants by the entireties.
>
> With regard to the P.E.F. Code, Appellants argue that they are entitled to one half of the subject property in accordance with section 2102. Because this Court's decision is based upon the existence of a tenancy by the entireties which, upon [Decedent's] death, vested sole ownership of the subject property in Appellee, the P.E.F. Code is not controlling. Rather, the controlling events which determined the outcome of this matter occurred prior to the death of [Decedent]. As a consequence, Appellants' arguments concerning the P.E.F. Code are meritless.

Trial court opinion, 3/6/26 at 7-8.

Upon careful review, we find that the trial court's decision is supported by competent evidence and discern no abuse of discretion on the part of the court in reaching these conclusions. The uncontested testimony presented at trial established that Appellee and Decedent were married on July 1, 1978. Notes of testimony, 4/19/24 at 17. On September 7, 1979, the date the subject property was purchased, the $6,000.00 used to purchase the residence came from a bank account at Citizens Bank of Palmerton jointly owned by Decedent and Appellee, as husband and wife. ***Id.*** at 20-23. Moreover, although the deed for the property was recorded in Decedent's name alone, the subject property was utilized as a martial home for decades and as of the date of trial, Decedent's 83-year old widow, Appellee, had resided at the property for 45 years. ***Id.*** at 24, 30. The record reflects that Decedent represented to both Appellee and his step-granddaughter, Kerri Ahner, that the property was jointly owned by Decedent and Appellee. ***Id.*** at 23, 35-36. The record further reflects that prior to Decedent's death, all utility bills, maintenance, improvements, and real estate taxes were paid jointly by Decedent and Appellee; after Decedent's death, all of those bills and improvements to the home have been paid by Appellee alone. ***Id.*** at 23-25, 32. Appellee credibly testified that at no point prior to these proceedings did Appellants ever tell her she did not own the property, offer to pay anything

for the property, contribute to the upkeep or bills for the property, nor ask her to leave the property. ***Id.*** at 24-25.

We decline to substitute our judgment for that of the trial court, sitting as fact finder, nor disturb its credibility determinations. ***See Riverview***, 299 A.3d at 956. Accordingly, we affirm the January 8, 2026 judgment entered in favor of Appellee and against Appellants.[2]

Judgment affirmed.

Judgment Entered.

Benjamin D. Kohler

Benjamin D. Kohler, Esq.
Prothonotary

Date: 11/25/2026

[2] In light of our disposition, Appellant's August 3, 2026 "Application [] for Leave to File a Supplemental Brief" is denied as moot.