

**IN THE COURT OF COMMON PLEAS OF CARBON COUNTY**

**SHERIFF'S SALE**

**OF VALUABLE REAL ESTATE**

**Friday, April 13th, 2018 at 11:00 A.M.**

By virtue of a Writ of Execution No. 16-3445, issued by Carrington Mortgage Services, LLC, out of the Court of Common Pleas of Carbon County, Pennsylvania, upon Judgment entered therein to No. 16-3445, there will be exposed to public sale and outcry on Friday, April 13th, 2018 at 11:00 E.S.T., in the Sheriff's Office, Court House Building, Jim Thorpe, Pennsylvania, the following described real estate, to wit:

ALL THAT CERTAIN lot, piece or parcel of ground situate in Penn Forest Township, Carbon County, Pennsylvania, being Lot No. 57, as laid out on map entitled "John Wargo Subdivision, Sunrise Ridge Development" as recorded in the Office of the Recording of Deeds in and for Carbon County, in Map Book 1, Page 304, bounded and described as follows, to wit:

BEGINNING at a point in the Northerly line of Bayberry Road said point marking the Southwest corner of Lot No. 58; thence in and along the Northerly line of Bayberry Road North 81 degrees 22 minutes 30 seconds West 134.55 feet to a point said point marking the Southeast corner of Lot No. 56; thence in and along the Easterly line of Lot No. 56 North 08 degrees 37 minutes 30 seconds East 335 feet to a point said point marking the Northeast corner of Lot No.56; thence in and along lands of F.C. Behrens Estate South 81 degrees 22 minutes 30 seconds East 134.55 feet to a point said point marking the Northwest corner of Lot No. 58; thence in and along the Westerly line of Lot No. 58 South 08 degrees 37 minutes 30 seconds West 335 feet to a point the place of BEGINNING.

CONTAINING 1.03 acres

HAVING thereon erected a residential dwelling known and numbered as 77 Bayberry Road Jim Thorpe, PA 18229.

BEING THE SAME PREMISES which Julian Simcock by deed dated October 3, 2006 and recorded October 12, 2006 in the Office of the Recorder of Deeds in and for Carbon County in Deed Book 1509 Page 458, granted and conveyed unto George W. Wolfinger, IV and Melanie A. Nelson, husband and wife, the grantors herein.

SUBJECT, HOWEVER, to the following conditions, covenants, exceptions and reservations and restrictions, which shall run with the land, viz:

- 1) The premises herein conveyed shall. not be used for any other purposes than as a site for one private cottage or residence and attached garage; no building or part of building of any kind shall be erected within Fifty (50) feet of the street line or lines or within twenty (20) feet of the remaining side lines or rear line. The premises shall not be used for any commercial or business purpose or manufacture or permit the manufacture or sale of any vinous, spirituous or malt liquors thereon.
- 2) Buyer, or buyer's heirs, representatives, successors or assigns, shall install and maintain in a safe and sanitary manner within the confines of the said lot a septic tank and drain title field for the disposal of sewage and household wastes and shall dispose of said sewage and wastes therein. No individual sewage disposal system shall be permitted on any lot or building site unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State or Township sewage authorities. In accordance with the requirements of the Pennsylvania Sewage Facilities Act, P.L. (1965) 1535 (the act), the buyer is advised that there is no community sewage system, as defined by the act, available, and that sewage facility permits, as defined by the act under section 7, must be obtained before installation of an individual sewage system on the lot. The buyer should contact the local agency charges with administering the act before signing the contract, to determine the procedure and requirements for obtaining a sewage facility permit.
- 3) No structure of a temporary character, trailer, basement, tent or shack shall be used on any lot at any time as a residence, either temporary or permanently; nor shall any outhouse of any nature whatsoever be constructed or located upon the premises. Unlicensed or abandoned automobiles may not be kept on any lot.
- 4) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- 5) Buyer agrees not to clear brush, trees or anything else or any inflammable nature without first obtaining written permission of seller to do so.
- 6) The use of firearms and explosives of any kind and bows and arrows, shall be prohibited upon the hereinbefore described premises.
- 7) Grantees, their heirs and assigns, shall conduct themselves at all times in an orderly manner, so as not to disturb the peace and quiet of others.
- 8) Excepting and reserving nevertheless and for the grantors, their heirs, and assigns, a right of way for ingress, egress and regress on

the roadway hereinabove described. Expenses of maintenance of such right of way shall be borne equally by all those owning lots in and along said right of way which charge for maintenance shall be equally allocated among the lot owners. Maintenance shall be defined as keeping the road in such a state of repair as to be passable for vehicular traffic at times and shall include, but not limited to removal of snow, ice and brush.

9) The aforementioned reservations and restrictions in paragraphs 1, 2, 3, 5, 6, 7 and 8, shall be enforceable by the developer only until such time as thirty (30) percent of the lots in the subdivision are sold, or within three (3) years from the date of the sale, which ever occurs first. The developer shall encourage the formation of a Property Owners Association to enforce the beneficial property restrictions and to establish a dues structure to pay for the cost of the road maintenance.

BEING the same premises in which George W. Wolfinger, IV and Melanie A. Nelson, husband and wife, by deed dated March 5, 2016 and recorded in the Office of Recorder of Deeds in and for Carbon County on April 27, 2016 at Book 2222, Page 537, conveyed unto George W. Wolfinger, IV.

Parcel No. 67B-51-A57

Seized and taken into execution as the property of George W. Wolfinger a/k/a George W. Wolfinger, IV, Melanie A. Nelson at the suit of Carrington Mortgage Services, LLC

The Sheriff shall not be liable for loss or damage to the premises sold resulting from any cause whatsoever and makes no representation or warranty regarding the condition of the premises. Notice is hereby given and directed to all parties in interest and claimants that a Schedule of Distribution will be filed by the Sheriff on Monday, April 23, 2018, and that distribution will be made in accordance with that Schedule unless exceptions are filed thereto within ten (10) days thereafter.

**Seized and taken into execution as the property of George W. Wolfinger a/k/a George W. Wolfinger, IV, Melanie A. Nelson**

**Richard M. Squire, Esq.**  
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**ANTHONY C. HARVILLA, SHERIFF**  
**CARBON COUNTY**