

SHERIFF'S SALE

Wednesday, January 31st, 2018 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2017CV595 AND CIVIL WRIT NO. 2017CV595 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY CIVIL DIVISION TO ME DIRECTED THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST BIDDER, FOR CASH, IN A COURTROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL THAT CERTAIN piece, parcel and tract of land situate in Sugarloaf Township, Columbia County Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an existing iron pipe in line of lands now or formerly of Lawrence E. Jr. and Jane S. Hess and Dallas C. and Marion G. Hess, said iron pipe being the Southeast corner of lands now or formerly of David B. and Debra M. Lehman and Justin D. Lehman and the Southwest corner of lands herein described; THENCE by lands now or formerly of David B. and Debra M. Lehman and Justin D. Lehman, North 00 degrees 10 minutes 25 seconds East, 283.86 feet to a point in the centerline of State Route No. 4049, said point being 19.34 feet North of an existing iron pipe on the last described line; THENCE by the centerline of State Route No. 4049, the following seven courses and distances: (1) South 84 degrees 56 minutes 28 seconds East, 12.52 feet to a point; (2) South 80 degrees 40 minutes 04 seconds East, 46.16 feet to a point; (3) South 77 degrees 05 minutes 07 seconds East, 56.41 feet to a point; (4) South 73 degrees 35 minutes 19 seconds East, 70.86 feet to a point; (5) South 71 degrees 55 minutes 58 seconds East, 113.53 feet to a point; (6) South 74 degrees 26 minutes 08 seconds East, 69.89 feet to a point; (7) South 79 degrees 51 minutes 12 seconds East, 25.11 feet to a point; THENCE by lands now or formerly of Joseph E. and Edith H. Stackhouse, South 01 degree 44 minutes 29 seconds West, 187.56 feet to an existing iron pin; THENCE by lands now or formerly of Joseph E. and Edith H. Stackhouse and lands now or formerly of Lawrence E. Jr. and Jane S. Hess and Dallas C. and Marion G. Hess passing through an existing concrete monument on line 172.47 feet from the last described point, North 89 degrees 30 minutes 31 seconds West, 376.12 feet to the place of BEGINNING.

The aforesaid description being taken from a survey prepared by Matthew M. Laidacker, P. L. S., Orangeville Surveying Consultants, Inc. dated March 26, 2001 and recorded Columbia County Map Book 8, page 296. Together with all of Grantors' right, title and interest, as Lessor, in that Paid Up Oil and Gas Lease dated March 16, 2010 between Grantor and XTO Energy, Inc. recorded in Columbia County as Instrument No. 201002577.

TITLE TO SAID PREMISES IS VESTED IN BRYAN M. BROCIOS AND CHRISTINE B. BROCIOS, H/W, by Deed from KATHIE E. SHERIDAN, WIDOW, BY HER POWER OF ATTORNEY MARLIN L. SITLER, JR., Dated 11/05/2014, Recorded 11/07/2014, Instrument No. 201408675.

Tax Parcel: 32 07 03200000

Premises Being: 678 Central Road, Benton, PA 17814-7680

PROPERTY ADDRESS: 678 CENTRAL ROAD, BENTON, PA 17814

UPI / TAX PARCEL NUMBER: 32 07 03200000

TERMS OF SALE

MINIMUM PAYMENT AT TIME OF SALE: The greater of ten (10%) percent of the bid price or costs (opening bid at sale). Minimum payment is to be paid in cash, certified check, or cashier's check at time of sale.

REMAINING BALANCE OF BID PRICE: Any remaining amount of the bid price is to be paid within (8) days after the sale in cash, certified check, or cashier's check.

IMPORTANT NOTICE FOR FAILURE TO PAY BID PRICE: FAILURE TO PAY THE BID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANCIAL CONSEQUENCES TO THE BIDDER. DO NOT BID UNLESS FUNDS ARE AVAILABLE FOR PAYMENT WITHIN THE PRESCRIBED TIME PERIOD.

If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect either to sue the bidder for the balance due without a resale of property, or to resell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the case of a default all sums paid by the bidder will be considered forfeited, but will be applied against any damages recoverable. The defalting bidder will be responsible for any attorney fees incurred by the Sheriff in connection with any action against the bidder in which the bidder is found liable for damages.

Plaintiff's Attorney
Phelan Hallinan Diamond & Jones, LLP
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Sheriff of Columbia County
Timothy T. Chamberlain
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