

# SHERIFF'S SALE

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

BY VIRTUE OF WRIT OF EXECUTION NO. 2017CV1106 AND CIVIL WRIT NO. 2017CV1106 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 those two certain pieces or parcels of land situate in the Township of Benton, County of Columbia and State of Pennsylvania, more particularly bounded and described as follows, to wit:

TRACT NO. 1: BEGINNING at a point in the westerly side line of 50 foot wide Green Acre Drive and in the line between Lots No. 10 and 11 of plot of lots hereinafter mentioned, said beginning point being distant 577.92 feet measured from the center line of Mountain View Drive and along the westerly side line of Green Acre Drive; thence from said beginning point and along said westerly side line of Green Acre Drive, South 23 degrees 00 minutes East, 24 feet to a point of curve; thence from said point and continuing along the westerly side line of the aforesaid Drive by a curve to the right in a southwesterly direction for an arc distance of 101.58 feet to a point of tangent on the westerly side line of Green Acre Drive, said curve having a radius of 100 feet and a chord with a course of South 6 degrees 06 minutes West, for a distance of 97.27 feet; thence from said point and continuing along the westerly side line of the aforesaid Drive, South 35 degrees 12 minutes West, 47.05 feet to a point in the line of lands now or late of Lawrence W. Sieg, et ux.; thence from said point and along the line between Lot No. 10 and lands now or late of Lawrence W. Sieg, et ux., North 54 degrees 57 minutes West, 237.07 feet to a corner common to Lots Nos. 10 and 11 and also to lands now or late of Glenn Hess, et ux., and lands now or late of Lawrence W. Sieg, et ux.; thence from said point and along the line between Lots Nos. 10 and 11, North 89 degrees 29 minutes East, 176.16 feet to an angle point; thence from said point and continuing along the line between the aforesaid lots, North 67 degrees 00 minutes East, 49.98 feet to a point on the aforesaid westerly side line of Green Acre Drive, the place of beginning. Containing 18,063.55 square feet of land, be the same more or less.

BEING all of Lot No. 10 of Plot of Lots known as "Green Acres", as developed for Otto G. Little & Son by the Sturdevant-Dilley Engineering Co. Ltd. Of Wilkes-Barre, PA.

TRACT NO 2: BEGINNING at a point in the westerly side line of 50 foot wide Green Acre Drive and in the line between Lots Nos. 11 and 12 of Plot of Lots hereinafter mentioned, said beginning point being distant 493.09 feet measured from the center line of Mountain View Drive and along the westerly side line of Green Acre Drive; thence from said beginning point and along said westerly side line of Green Acre Drive by a curve to the left in a southerly direction for an arc distance of 43.09 feet to a point of tangent on the westerly side line of Green Acre Drive, said curve having a radius of 109.81 feet and a chord with a course of South 11 degrees 45 minutes 30 seconds East, for a distance of 42.81 feet; thence from said point and continuing along the westerly side line of the aforesaid Drive, South 23 degrees 00 minutes East, 41.74 feet to a point in the line between Lots Nos. 10 and 11; thence from said point and along the line between said Lots, South 67 degrees 00 minutes West, 49.98 feet to an angle point; thence from said point and continuing along the line between Lots Nos. 10 and 11, South 89 degrees 29 minutes West, 176.16 feet to a corner common to Lots Nos. 10 and 11 and also to lands now or late of Glenn Hess, et ux., and lands now or late of Lawrence W. Sieg, et ux.; thence from said point and along the line of other lands now or late of Miles O. Little, trading as Little Lumber Company, and Esther Little, his wife, North 18 degrees 09 minutes East, 127.10 feet to a point in the line between Lots Nos. 11 and 12; thence from said point and along the line between Lots Nos. 11 and 12, South 68 degrees 02 minutes East, 54.27 feet to an angle point; thence from said point and continuing along the line between said Lots, North 89 degrees 29 minutes East, 107.22 feet to a point in the aforesaid westerly side line of Green Acre Drive, the place of beginning. Containing 19,450.26 square feet of land be the same more or less.

BEING all of Lot No. 11 of the Plot of Lots known as "Green Acres", as developed for Otto G. Little & Son, by the Sturdevant-Dilley Engineering Co. Ltd., of Wilkes-Barre, PA.

SUBJECT, however, to a Drainage Easement, through, over and upon a strip of land 6 feet in width lying along and adjacent to the northeasterly side line of the hereinabove described premises and extending westerly from the westerly side line of Green Acre Drive to the westerly or rear line of said Lot No. 11 at that same width of 6 feet, to be used in common with a similar 6 foot wide strip of land lying along the southwestly side line of Lot No. 12, thereby forming a 12 foot wide strip of land about 161 feet in length for the purpose of a Drainage Easement to carry surface water from Green Acre Drive towards Penna. State Highway, Legislative Route No. 504, said Easement shall at all times be kept clean and free from any refuse which would block the flow of water.

UNDER AND SUBJECT to all existing easements, conditions, restrictions and covenants as set forth in Record Book 339 at page

1129, and prior deeds in chain of title.

EXCEPTING AND RESERVING unto the grantors herein, their heirs and assigns, the right to construct, reconstruct, operate and maintain water lines, including water mains, shut-off valves and all other necessary appliances on, along or under or near the front, rear and side lines of the abovedescribed parcel of land.

UNDER AND SUBJECT to and together with prior grants and reservations of coal, oil, gas, mining rights of way, exceptions, conditions, restrictions and reservations of record, as the same may appear in this or prior instruments of record.

UNDER AND SUBJECT to all the easements, exceptions, rights, reservations, restrictions, covenants, conditions, privileges, etc., as may be either contained in or referred to in the prior deeds or other documents composing the chain of title, or as may be visible upon physical inspection of the premises.

HAVING THEREON ERECTED A DWELLING KNOWN AND NUMBERED AS: 607 GREEN ACRES ROAD, BENTON, PA 17814.

PIN NO: 03 02A01002

PARCEL NO: 03 02A01002000

BEING the same premises which George H. Remphrey, Jr., by deed dated July 30, 2007, recorded August 1, 2007 at Columbia County Instrument No. 200707921, granted and conveyed unto Kimberly A. Notestine.

PROPERTY ADDRESS: 607 GREEN ACRES ROAD, BENTON, PA 17814

UPI / TAX PARCEL NUMBER: 03 02A 01002000

## **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  
Leon P. Haller, Esq.  
1719 North Front Street  
Harrisburg, PA 17102-2392

Sheriff of Columbia County  
Timothy T. Chamberlain  
<http://www.sheriffofcolumbiacounty.com/>