

# SHERIFF'S SALE

Wednesday, July 25th, 2018 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2018CV20 AND CIVIL WRIT NO. 2018CV20 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 or parcel of land situate in Briar Creek Township, Columbia County, Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the easterly line of Lot No. 335; thence along the south line of Cabin Still Lane North 71 degrees 10 minutes East, 225 feet to a point; thence along land now or formerly of Bertha Norquest in a southerly direction 240 feet, more or less, to a point; thence by the same South 75 degrees West, 185 feet, more or less, to line of Lot No. 335; thence by line of Lot No. 335 North 15 degrees West, 200 feet, more or less, to a point, the place of BEGINNING.

It being Lots No. 337 and 339 as shown on a draft prepared by Howard Fetterolf, RE, for Keystone Columbia Corp.

BEING the same premises conveyed to Scott S. Hilliard by Deed from Jeffrey L. Sullivan, Executor of the Estate of Ann E. Sullivan, Deceased, dated August 30, 2006, recorded September 5, 2006 in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania at Instrument No. 200609190.

TOGETHER with, unto the grantee, his heirs and assigns in common, however, with the grantors, their heirs and assigns, the following:

- (a) The right of ingress and egress over all roadways as shown on map of the lands of the grantor.
- (b) The right to use of the aforesaid roadways and facilities as it hereby granted upon the condition and subject to the restrictions that the grantee, his heirs and assigns, contribute a proportionate amount for maintenance and repair of said roadways.
  1. That the said premises and/or improvements thereto shall be used for the dwelling purposes only and no other purposes.
  2. Construction on the said premises shall be limited to single family house or cottage with or without appurtenances.
  3. Minimum front setback from property line for any dwelling or appurtenance thereto shall be 60 feet unless otherwise approved by grantor.
  4. No sewage or waste water shall be disposed of, except by an approved septic system.
  5. Only ordinary household pets shall be kept upon the premises.
  6. Each property owner may not permit his building or other grounds around same to become shabby, unpainted, trash or junk laden, or in a state of disrepair that would injure the general neat, well-kept appearance of the area.
  7. Utilities companies shall not be prevented from using the extreme boundary lines of any property in this development for the purpose of installing facilities necessary to furnish water, electric power or telephone service in the development. Telephone and/or electric service in the development. Telephone and/or electric power writing shall be permitted to cross over property when necessary, as determined by utility company and grantors.
  8. the use of any type of sign on any lot is permissible, providing it does not exceed four (4) square feet in size and is not commercial in nature. Any chimney serving a fireplace, barbeque or wood burning heater shall be equipped with an approved spark arrestor. Building plans must be approved by grantors in writing prior to construction.
  9. The said grantees, for himself, his heirs and assigns, accept this conveyance subject to the easement and restrictions set forth herein, for himself, his heirs and assigns, and covenant to and with the grantors, their heirs and assigns, shall forever faithfully observe and perform the said several restrictions and conditions and each of them, and if said grantee or any person claiming them shall at any time violate or attempt to violate or shall omit to perform or observe any one of the restrictions or conditions set forth in this deed, it shall be lawful for any person owning a lot and deriving title through the grantors, which is subject to the same restrictions or conditions in respect to which the default is made, to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted.

THIS DEED is hereby made subject to the same exceptions, reservations, covenants, conditions, waivers, and restrictions as are contained in prior deeds or other instruments forming the chain of title to said premises.

NOTE: In the aforesaid description one of the boundary lines is referred to as "Cabin Still Lane". On the draft it is referred to as "Hemlock Drive". For clarification, the draft is recorded with Deed Book 288, Page 757, at page 749.

KNOWN AS 96 Hemlock Springs Drive, Shickshinny, Pennsylvania

TAX PARCEL NO. 07-05C-021-00,000

PROPERTY ADDRESS: 96 HEMLOCK SPRINGS DRIVE, SHICKSHINNY, PA 18655  
UPI / TAX PARCEL NUMBER: 07-05C-021-00,000

## **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  
Henry & Beaver  
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Sheriff of Columbia County  
Timothy T. Chamberlain  
<http://www.sheriffofcolumbiacounty.com/>