

SHERIFF'S SALE

Wednesday, October 3rd, 2018 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2018CV638 AND CIVIL WRIT NO. 2018CV638 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 or tract of land situate in Mount Pleasant Township, Columbia County, Commonwealth of Pennsylvania, being bounded and described as follows:

Beginning at a PK nail found in the centerline of Pennsylvania State Route No. 4011; thence running along the centerline of Pennsylvania State Route No. 4011, South $11^{\circ} 21' 29''$ East, 73.65 feet to a PK nail found; thence continuing along the same, South $12^{\circ} 24' 30''$ East, 170.34 feet to a PK nail found; thence continuing along the same, South $15^{\circ} 03' 00''$ East, 52.91 feet to a PK nail found; thence leaving the centerline and crossing the Westerly portion of Pennsylvania State Route No. 4011 and running along the Northerly right-of-way line of Township Route No. 539, South $74^{\circ} 57' 00''$ West, 115.80 feet to a point; thence continuing along the Northerly right-of-way line of Township Route No. 539, following a curve to the left, said curve having a delta angle equal to $27^{\circ} 52' 43''$, a radius equal to 166.50 feet, a curve length equal to 81.01 feet, a tangent length equal to 41.33 feet and a long chord course equal to South $61^{\circ} 00' 39''$ West, 80.22 feet to rebar set; thence running along Lot No. 2, North $12^{\circ} 37' 06''$ West, 328.28 feet to a rebar set; thence running along land of Paul Flick, passing through a rebar found offset 16.50 feet from the end of this course, North $78^{\circ} 32' 50''$ East, 192.70 feet to the place of beginning.

Being Lot No. 3 on survey subdivision plat entitled "Proposed Subdivision of property of Paul Flick" as prepared by Webb Engineering dated 11/4/88 and revised 1/9/89 and further revised by Ted L. Oman & Associates, Inc., dated revised 12/14/92. Map recorded in Book 7 Page 333.

The herein described Lot No. 3 under and subject to the following restrictions and conditions of subdivision approval:

1. Lot to be accessed from Township Route No. 539 only;
2. A driveway permit must be secured before driveway access is permitted.
3. Coal and mineral rights are to be conveyed with fee title for each individual lot.

Under and Subject to restrictions recorded in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 576 at Page 555.

TITLE TO SAID PREMISES IS VESTED IN JAMES E. FRY AND HELEN FRY, HIS WIFE, by Deed from PAUL E. FLICK, WIDOWER, Dated 12/03/1996, Recorded 12/06/1996, in Book 643, Page 0632. JAMES E. FRY was a co-record owner of the mortgaged premises as a tenant by the entirety. By virtue of JAMES E. FRY's death on or about 12/25/2007, his ownership interest was automatically vested in the surviving tenant by the entirety.

Tax Parcel: 26 02 01304000

Premises Being: 2310 CRAWFORD ROAD, BLOOMSBURG, PA 17815-7222

PROPERTY ADDRESS: 2310 CRAWFORD ROAD, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 26-02-01-304000

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.