

SHERIFF'S SALE

Wednesday, January 30th, 2019 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2018CV428 AND CIVIL WRIT NO. 2018CV428 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 Benton Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner situate along the Westerly right-of-way line of State Highway Legislative Route 19072, said point being in line of other lands now or late of George and Frances Pavalonis; THENCE along the lands now or late of Pavalonis, North 26 degrees 40 minutes West 184 feet to an iron pin corner; THENCE continuing by the same, North 69 degrees 50 minutes West, 183 feet to an inch wild cherry situate along the Easterly right-of-way line of Township Public Route No. 804; THENCE along Township Public Route No. 804, North 5 degrees 0 minutes East, 549 feet to an oak tree corner in line of lands now or late of M. Campbell; THENCE along the lands now or late of Campbell, South 84 degrees 0 minutes East, 246 feet to an iron pin corner in line of lands now or late of Campbell et al; THENCE along the lands now or late of said Campbell, South 6 degrees 0 minutes West, 357.5 feet to an iron pin corner; THENCE by the same South 83 degrees 15 minutes East, 154.5 feet to an iron pin corner along the Westerly right-of-way line of aforesaid State Highway Legislative Route No. 19072; THENCE along said right-of-way, South 28 degrees 0 minutes West, 320 feet to the place of BEGINNING.

CONTAINING 3.41 acres of land. The aforesaid description prepared in accordance with draft of survey of James Patton, R.S., dated October 1976. WHEREON is erected a block building.

TITLE TO SAID PREMISES IS VESTED Paul H. Kessler and John R. Kessler, married, by Deed from Paul H. Kessler, nka Paul H. Kessler and John R. Wallander, nka John R. Kessler, now married, Dated 10/19/2015, Recorded 03/24/2016, Instrument No. 201602115.

PAUL H. KESSLER A/K/A PAUL H. KESSLANDER was a co-record owner of the mortgaged premises as a tenant by the entirety. By virtue of PAUL H. KESSLER A/K/A PAUL H. KESSLANDER's death on or about 07/18/2017, his ownership interest was automatically vested in the surviving tenant by the entirety. GARY N. GOLDBERG was a co-record owner of the mortgaged premises as a joint tenant with the right of survivorship. By virtue of GARY N. GOLDBERG's death on or about 01/07/2013, his ownership interest was automatically vested in the surviving joint tenant(s).

Tax Parcel: 03-08-003-02.000

Premises Being: 1163 UPPER RAVEN CREEK ROAD, BENTON, PA 17814-7759

PROPERTY ADDRESS: 1163 UPPER RAVEN CREEK ROAD, BENTON, PA 17814

UPI / TAX PARCEL NUMBER: 03-08-003-02.000

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.