

SHERIFF'S SALE

Wednesday, May 29th, 2019 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2019CV81 AND CIVIL WRIT NO. 2019CV81 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 the Town of Bloomsburg, Columbia County, Pennsylvania, and being Lot No. 4, Greentree Subdivision, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the Northerly right-of-way of Eighth Street at the Southeast corner of Lot No. 3 of Greentree, said point also being 98.14 feet distant on a course running North 75 degrees 00 minutes 00 seconds East from an old iron pin at the Southeast corner of lands now or formerly of Dale W. Hoffman; THENCE along the Easterly line of Lot No. 3 of Greentree, North 15 degrees 00 minutes 00 seconds West, 20.00 feet to a point; THENCE along the same, North 21 degrees 34 minutes 28 seconds West, 19.23 feet to a point; THENCE along same and running through the center of the partition separating the townhouse units erected on Lots 3 and 4 of Greentree, North 15 degrees 17 minutes 57 seconds West, 93.42 feet to a point on the Southerly right-of-way of a 16.00 foot wide Alley; THENCE along said right-of-way, South 88 degrees 33 minutes 40 seconds East, 29.53 feet to a point at the Northwest corner of Lot No. 5 of Greentree, THENCE along the Westerly line of Lot No. 5, South 15 degrees 17 minutes 57 seconds East, 124.16 feet to a point on the Northerly right-of-way of Eighth Street; THENCE along said right-of-way, South 75 degrees 00 minutes 00 seconds West, 26.29 feet to the place of BEGINNING.

CONTAINING 3,568.03 square feet of land in all.

Being Lot No. 4 of Greentree as more fully shown on a draft prepared by T. Bryce James and Associates dated December 12, 1983 and revised May 14, 1984 and September 27, 1984.

The above-described parcel being subject to the following:

1. A 10 foot wide Utility Easement situated along and adjacent to the North side of the building erected on the above-described parcel.
2. A 10 foot wide Foundation Drainage Easement situate along and adjacent to the North and South sides of the building erected on the above-described parcel.
3. A portion of a 10.00 foot wide Utility Easement situated along the Easterly line of the above-described parcel.
4. A portion of a 10 foot wide Foundation Drainage Easement situated along and adjacent to the Easterly side of the building erected on the above-described parcel.

UNDER AND SUBJECT to the restrictions and covenants as set forth in the Deed recorded in Deed Book 342, at Page 927.

TITLE TO SAID PREMISES IS VESTED IN JAMES R. FREY AND CHERYL A. SHYMANSKY, by Deed from JUDITH M. LEWIS, SINGLE, Dated 12/15/2008, Recorded 12/16/2008, Instrument No. 200812681.

Tax Parcel: 05E-12-169-05

Premises Being: 431 EAST 8TH STREET, BLOOMSBURG, PA 17815-2807

PROPERTY ADDRESS: 431 EAST 8TH STREET, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 05E-12-169-05

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.