

SHERIFF'S SALE

Wednesday, March 25th, 2020 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2019CV744 AND CIVIL WRIT NO. 2019CV744 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 the Townships of Franklin and Catawissa, County of Columbia and Commonwealth of Pennsylvania, 90% of land in Catawissa Township and 10% of land in Franklin Township, bounded and described as follows, to wit:

Beginning at a point on the centerline of a fifty foot wide private right-of-way, said point being the Northwest corner of Lot No. 3, said point also being on the southerly line of Lot No. 1 ; Thence along the centerline of said private right-of-way and the southerly line of Lot No. 1, North 65 degrees 26 minutes 49 seconds East, 276.67 feet to a point; thence along same, North 24 degrees 59 minutes 46 seconds east, 250.94 feet to a point; thence along same, North 42 degrees 57 minutes 06 seconds East, 189.77 feet to a point at the southeast corner of Lot No. 1; Thence along the Easterly line of Lot No. 1 , North 53 degrees 56 minutes 06 seconds West, 51.96 feet to a point; Thence along same and along the Easterly line of Lot No. 5, North 22 degrees 34 minutes 18 seconds West, 111.10 feet to a point on the Easterly line of Lot No. 5; THENCE along the Easterly line of said Lot No. 5, North 19 degrees 12

minutes 24 seconds East, 158.79 feet to a point on the centerline of a fifty foot wide private right-of-way; Thence along the centerline of said right-of-way and the southerly line of Lot No. 5, South 81 degrees 09 minutes 36 seconds East, 80.00 feet to a point; THENCE along the southerly line of Lot No. 5, North 88 degrees 13 minutes 03 seconds East, 399.87 feet to a point in the right-of-way of Pennsylvania State Highway Traffic Route No. 487; Thence through said right-of-way, South 16 degrees 35 minutes 40 seconds East, 70.00 feet to a point; THENCE through same, South 07 degrees 06 minutes 35 seconds West, 168.21 feet to a point; THENCE through same, South 34 degrees 41 minutes 00 seconds West, 670.00 feet to a point; THENCE through same, South 16 degrees 16 minutes 20 seconds West, 456.00 feet to a point at the southeast corner of Lot No. 3; THENCE along the Easterly line of Lot No. 3, North 42 degrees 44 minutes 54 seconds West, 623.84 feet to the place of BEGINNING.

CONTAINING 10.980 acres of Land in all. Being Lot No. 4 as more fully shown on a draft of survey prepared by T. Bryce James and Associates dated May, 1985, and revised on September 24, 1986. A copy of said survey being recorded in Map Book 7, at Page 735.

THE GRANTOR herein also grants to the grantees herein the right of ingress, egress and regress over and upon a 50 foot wide private right-of-way, the centerline thereof more fully described as follows, to-Wit:

BEGINNING at a point in the centerline of Township Route No. 395, said point being 83.00 feet distant on a course running North 49 degrees 08 minutes 00 seconds East, 93.00 feet distant on a course running north 38 degrees 25 minutes 00 seconds East, from a point in the center of Township Route No. 395 at the northeast corner of Lot No. 2; Thence Through Lot No. 1 the following courses and distances: South 53 degrees 16 minutes 35 seconds East, 44.19 feet to a point; North 81 degrees 19 minutes 46 seconds East, 65.87 feet to a point; THENCE through the same and through Lot No. 5, North 66 degrees 03 minutes 01 seconds East, 814.86 feet to a point; THENCE through same and along the dividing line between Lot No. 5 and Lot No. 4, South 81 degrees 09 minutes 36 seconds East, 139.08 feet to a point; THENCE through Lot No. 4, South 28 degrees 47 minutes 30 seconds East, 111.48 feet to a point; THENCE through the same, South 07 degrees 08 minutes 13 seconds West, 76.10 feet to a point; Thence through same and along the dividing line between Lot No. 4 and Lot No. 1 , South 42 degrees 57 minutes 06 seconds West, 323.15 feet to a point; THENCE along the dividing line between Lot No. 4 and Lot No. 1 , South 24 degrees 59 minutes 46 seconds west, 250.94 feet to a point; Thence along same, South 65 degrees 26 minutes 49 seconds West, 276.67 feet to the Northeast corner of Lot No. 3; Thence along the dividing line between Lot No. 3 and Lot No. 1, North 86 degrees 53 minutes 20 seconds West, 405.81 feet to the point of terminus in the center of a fifty foot radius cul-de-sac on the Easterly line of Lot to. 2. The right-of-way line being parallel to and 25 feet distant each side of said centerline.

THE ABOVE DESCRIBED parcel being subject to the following:

- 1 . That portion of 50 foot private right-of-way situate on said parcel.
2. That portion of Pennsylvania State Traffic Route No. 487 situate on said parcel.

BY ACCEPTING DELIVERY of her deed, the Grantee to assume her lightful prorated glare of costs and expenses which may hereafter be incurred in connection with the reasonable and necessary maintenance of the private 50 foot right-of-way servicing the lot of land conveyed to the Grantee are recited above. This obligation is to be shared with all present and future owners of land in the subdivision tract of which this conveyance is a part and shall be binding upon the Grantee, her heirs, successors and assigns.

BEING the same premises which Russel T. Dunkelberger, unmarried, by his deed dated December 21, 1990, and recorded December 31, 1990, in the Office for the Recording of Deeds in and for Columbia County, Pennsylvania, in Deed Book 465, at page 145, granted and conveyed unto Forrest L. McClintock and Denise L. McClintock, his wife, Grantors herein.

TOGETHER with all and singular the tenements, hereditaments and appurtenances to the ease belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, rights, title, interest, property, claims and demand whatsoever, both in law and in equity, of the said parties of the first part, of, in, to or out of the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances unto the said party of the second part, her heirs and assigns forever. And the said parties of the first part, their heirs, executors and administrators, do by these presents, covenant, grant and agree to and with the said party of the second part, her heirs and assigns, that she the said parties of the first part, their heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, her heirs and assigns, against the said parties of the first part and their heirs, and against all and every other person or persons, whomsoever, lawfully claiming or to claim the same or any part thereof by, from, through or under him, her, them or any of them BEING KNOWN AS: 1675 HILLTOP ROAD F/K/A RR 3 BOX 481 CATAWISSA, PA 17820
PROPERTY ID: 16-05-01202

TITLE TO SAID PREMISES IS VESTED IN SUSAN K. ZEYN, SINGLE BY DEED FROM FOREST L. MCCLINTOCK A/K/A FORREST L. MCCLINTOCK AND DENISE L. MCCLINTOCK, HUSBAND AND WIFE, DATED 08/16/1993 RECORDED 08/18/1993 IN BOOK NO. 544 PAGE 0311.

PROPERTY ADDRESS: 1675 HILLTOP ROAD, CATAWISSA, PA 17820
UPI / TAX PARCEL NUMBER: 16-05-01202

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
RAS Citron, LLC.
133 GAITHER DRIVE
MOUNT LAUREL, NJ 08054

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