## SHERIFF'S SALE

Wednesday, November 10th, 2021 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2021CV281 AND CIVIL WRIT NO. 2021CV281 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 Hemlock Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a mag nail set in the centerline intersection of Township Route No. 449 with Township Route No. 457, said mag nail set being a corner of residual land now or formerly of Lawrence E. Broadt, Bonny V. Broadt and Angela M. Storer; THENCE running along the centerline of Township Route No. 449, the following six (6) courses and distances: THENCE South sixty-one (61) degrees four (04) minutes forty-one (41) seconds West One hundred seven and ninety-one (107.91) feet to a point; THENCE South sixty (60) degrees nineteen (19) minutes twenty-four (24) seconds West, Eighty-one and fifty-one hundredths (81.51) feet to a point; THENCE South sixty two (62) degrees forty-two (42) minutes fifty-two (52) seconds West, Fifty and fifteen hundredths (50.15) feet to a point; THENCE South sixty-five (65) degrees seventeen (17) minutes twenty-seven (27) seconds West, Thirty-eight and twenty-one hundredths (38.21) feet to a point; THENCE South sixty-five (65) degrees nine (09) minutes thirteen (13) seconds West, Sixty-five and forth-seven hundredths (65.47) feet to a point; THENCE South sixty-four (64) degrees five (05) minutes thirtythree (33) seconds, West, Thirty-one and fifty-four hundredths (3 1.54) feet to a mag nail set, said mag nail set being a corner of Parcel No. 4 of the hereinafter referenced subdivision plan; THENCE running along Parcel No. 4, passing through a rebar set on the line offset Seventeen and seventy-five hundredths (17.75) feet from the beginning of this course, North fifty-one (51) degrees fiftythree (53) minutes thirty-three seconds West, One hundred three and ninety-three hundredths (103.93) feet to a rebar set; THENCE continuing along Parcel No. 4, North twenty-three (23) degrees seven (07) minutes forth-three (43) seconds East, One hundred fiftyfour and thirty hundredths (154.30) feet to a rebar set; THENCE continuing along the same passing through a rebar set on line offset Twenty four and eleven hundredths (24.11) feet from the end of this course, North twenty-six (26) degrees thirty-four (34) minutes ten (10) seconds West, One hundred twenty-five and fourteen hundredths (125.14) feet to a point in the centerline of Township Route No. 457, said point being a corner of residual land now or formerly of Lawrence E. Broadt, Bonny V. Broadt and Angela M. Storer; THENCE running along the centerline of Township Route No. 457 and residual land now or formerly of Lawrence E. Broadt, Bonny V. Broadt and Angela M. Storer, the following seven (7) courses and distances: THENCE South sixty-nine (69) degrees fifty-three (53) minutes fifty-seven (57) seconds East, Thirty-three and ninety-one hundredths (33.91) feet to a point; THENCE South seventy (70) degrees forty-five (45) minutes fifty-seven (57) seconds East, One hundred seventeen and eighty-eight hundredths (1 17.88) feet to a point; THENCE South seventy (70) degrees forty-three (43) minutes nine (09) seconds East, Eightyfive and eighty-one hundredths (85.81) feet to a point; THENCE South sixty-nine (69) degrees thirty-one (31) minutes sixteen (16) seconds East, Seventy-one and sixty-one hundredths (71.61) feet to a point, THENCE South seventy-two (72) degrees forty-three (43) minutes thirty-five (35) seconds East, Sixty-five and three hundredths (65.03) feet to a point; THENCE South sixty-seven (67) degrees eighteen (18) minutes twenty-two (22) seconds East, Thirty-two and fifty-two hundredths (32.52) feet to a point; THENCE South seventy (70) degrees ten (10) minutes thirty-nine (39) seconds East, Twenty-seven and eighty hundredths (27.80) feet to the place of BEGINNING.

CONTAINING 1.467 acres of land and being more fully shown as PARCEL NO. 3 on survey subdivision plat entitled "Proposed Subdivision of Property of Lawrence E. Broadt, Bonny V. Broadt, and Angela M. Storer" as prepared by Ted L. Oman and Associates, dated February 2, 2000 and recorded in Columbia County Map Book 7 page 184.

BEING the same premises that Doyle E. Hess an Anna M. Hess, husband and wife, by deed dated July 3, 2002 and recorded July 3, 2002 in the Office of the Recorder of Deeds of Columbia County, PA, in Instrument No. 200207890, granted and conveyed unto Michael A. Szoke and Holly R. Kessler, in fee.

ALSO BEING the same premises that Michael A. Szoke and Holly R. Kessler, by deed dated April 16, 2003 and recorded May 28, 2003 in the Office of the Recorder of Deeds of Columbia County, PA, in Instrument No. 200306446, granted and conveyed unto Michael A. Szoke, in fee.

ALSO BEING the same premises that Michael A. Szoke, by Deed dated May 9, 2006 and recorded May 17, 2006 in the Office of the Recorder of Deeds of Columbia County, PA in Instrument No 200604892, granted and conveyed unto Edith F. Szoke, in fee.

Parcel 18-01-016-01

261 Hemlock Street, Bloomsburg, PA 17815

## PROPERTY ADDRESS: 261 HEMLOCK STREET, BLOOMSBURG, PA 17815

## **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 is found liable for damages.

Plaintiff's Attorney WIEST, MUOLO, NOON, SWINEHART & BATHGATE 240-246 Market Street Sunbury, PA 17801 Sheriff of Columbia County Timothy T. Chamberlain http://www.sheriffofcolumbiacounty.com/