

# SHERIFF'S SALE

---

Wednesday, July 27th, 2022 at 09:00 A.M.

---

BY VIRTUE OF WRIT OF EXECUTION NO. 2021CV738 AND CIVIL WRIT NO. 2021CV738 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 lot, piece or parcel of land lying and being situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on the northerly side of Third Street, East of Oak Street, at the corner of a 12 foot alley; thence along Third Street in an Easterly direction 39 feet to a corner in line of other land of Antonina Egizi; thence in a northerly direction, parallel with Grant Street, 121 feet 3 inches to the southerly side of another 12 foot alley; thence along said alley in a westerly direction parallel with Third Street, 39 feet to the easterly side of the 12 foot alley first above mentioned; thence along same in a southerly direction parallel with Grant Street, 121 feet 3 inches to the place of beginning.

Parcel No.: 04B-04-003-00,000

Being the same property conveyed to Harry Albert Smith and Starlene Jean Smith, his wife who acquired title, as tenants by the entirety, by virtue of a deed from Antonina Egizi, widow, dated September 20, 1962, recorded September 28, 1962, at Deed Book 215, Page 357, Office of the Recorder of Deeds, Columbia County, Pennsylvania;

INFORMATIONAL NOTE: Harry Albert Smith died March 19, 2014, and pursuant to the survivorship language in the above-mentioned deed, all his interest passed to Starlene Jean Smith.

Property known as 325 West 3rd Street, Berwick, PA 18603

PROPERTY ADDRESS: 325 WEST 3RD STREET, BERWICK, PA 18603

UPI/ TAX PARCEL NUMBER: 04B-04-003-00,000

## **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.

Plaintiff's Attorney  
MANLEY DEAS KOCHALSKI LLC  
P.O. Box 165028  
Columbus, Ohio, OH 43216-502

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