

SHERIFF'S SALE

Wednesday, April 3rd, 2024 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2023CV494 AND CIVIL WRIT NO. 2023CV494 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 those two certain pieces or parcels of land situate in the Borough of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

PARCEL NO. 1:

BEGINNING at an iron pin on the northerly line of the right of way of the S. B. and B. R.R. Co. at the southwesterly corner of land now or late of Harold C. Shuman; thence north 25 degrees 45 minutes west 254.4 feet to the center of a township road leading from State Route No. 93 to State Route No. 11; thence along the middle of said road south 51 degrees 15 minutes west 116.8 feet to a point; thence continuing along said road south 18 degrees 5 minutes west 120.5 feet to a point on the northerly line of the right of way of said S.B. and B. R.R. Co.; thence south 18 degrees 25 minutes west 110 feet to Briar Creek; thence south 53 degrees east 143 feet along said stream to a point; thence north 46 degrees 54 minutes east 216 feet to iron pin, the place of beginning,

CONTAINING 1.3 acres in accordance with "Plot Taken From Redline Farm- E. J. Eshleman, Owner- Scale 1 in.= 50 ft. -7-1153-H.G. Shulde, RE", a copy of which is recorded in Deed Book 165, at page 149, EXCEPTING AND RESERVING, HOWEVER, from the above description the right of way of the S.B. and B. R.R. Co., being in width 60 feet more or less:

PARCEL NO. 2:

BEGINNING at an iron pin on the northerly line of the right of way of the S.B. and B. R.R. Co. at the southwesterly corner of land now or late of Harold C. Shuman; thence north 25 degrees 45 minutes west along the easterly line of Warren H. Hanstine and Janet Hanstine, his wife, now or late, 254.4 feet to the center of a Township road leading from State Route 93 to State Route 11; thence along the middle of said Township road in an easterly direction to the northwesterly corner of land now or late of said Harold C. Shuman; thence south 11 degrees 44 minutes west along the westerly line of said Harold C. Shuman, now or late, 236 feet more or less to the place of beginning, being a part of the land described in a plot of a larger tract of land designated as "Plot Taken From Redline Farm- E. J. Eshleman- Owner, Scale 1 in. = 50 feet, 7-11-53, H. G. Shulde, R.E.".

BEING parcels (1) and (3) in deed from Andress Derby and Mary Ruth Derby, his wife, to Frank P. Bello and Christine S. Bello, his wife, dated May 3, 2005, and recorded on May 5, 2005 in the Columbia County Recorder of Deeds Office as Instrument No. 200504512.

Property Address: 198 W Rittenhouse Mill Rd, Berwick, PA 18603
Parcel No. 06 01 01100000

BEING the same premises which Frank P. Bello and Christine S. Bello, his wife by Deed dated 10/28/2005 and recorded in the Office of Recorder of Deeds of Columbia County on 10/31/2005 Book/Page or Instrument #200511837 granted and conveyed unto Edward L. Fenton, as sole owner.

PROPERTY ADDRESS: 198 W RITTENHOUSE MILL ROAD, BERWICK, PA 18603
UPI / TAX PARCEL NUMBER: 060101100000

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.