

SHERIFF'S SALE

Wednesday, July 31st, 2024 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2022CV761 AND CIVIL WRIT NO. 2022CV761 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 Township of Briar Creek, County of Columbia, State of Pennsylvania, bounded and described as follows, to wit:

TRACT No. 1:

BEGINNING at a stone corner at the Northwest corner of land of the Berwick Golf Club at the center of the public road leading from Evansville to Berwick; THENCE South 3 degrees 40 minutes West, 328 feet to a point; THENCE North 84 degrees 20 minutes West 100 feet to a point; THENCE North 3 degrees 40 minutes East, 329 feet to a point in the said public road leading from Evansville to Berwick; THENCE South 84 degrees (erroneously stated as decrees in chain in title) 20 minutes East along the center of said public road 100 feet to a point, the place of beginning.

TRACT No. 2:

BEGINNING at a point in the center of public road leading from Evansville to Berwick at the Northwest corner of other lands now or formerly Theodore C. Kepner, et ux, THENCE North 84 degrees 20 minutes West 120 feet to a point; THENCE South 3 degrees 40 minutes West a distance of 329 feet to a point on the boundary line of property now or formerly of J.A. Widger, 120 feet to a point the Southwest corner of lot of land described in Tract No. 1 above and formerly described as now or formerly of Theodore C. Kepner, et ux; THENCE North 3 degrees 40 minutes East 329 feet along the Western boundary of a aforesaid lot described in Tract No. 1 above and formerly described as now or formerly belonging to Theodore C. Kepner, et ux, the point or place of beginning.

THIS DESCRIPTION in Tract No. 2 is intended to cover and described parcel having frontage on Evansville to Berwick Road of 120 feet and extending in depth to property now or formerly of J.A. Widger 329 feet.

EXPECTING AND RESERVING out of the above tract land described as Tract No. 2, a parcel of land conveyed to Kenneth W. Rowe and Lois W. Rowe, his wife, by deed dated June 25, 1955, recorded in Deed Book 140, Page 347, on July 15, 1955, being 60 feet in width on the Martzville Road, which is described as the road from Evansville to Berwick and 329 feet in depth and being the westerly 60 feet of the above described tract as set forth as Tract No. 2.

BEING the same premises which Christina A. Marquez, by Deed dated 10/11/2018 and recorded 10/19/2018 in the Office of the Recorder of Deeds in and for the County of Columbia, in Instrument No. 201808088 granted and conveyed unto Devin Hause and Amber M. Schadder, as joint tenants with the right of survivorship.

Tax Parcel: 07-09-03100

Premises Being: 519 MARTZVILLE RD, Berwick, PA 18603

PROPERTY ADDRESS: 519 MARTZVILLE ROAD, BERWICK, PA 18603

UPI / TAX PARCEL NUMBER: 07-09-03100

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
BROCK & SCOTT PLLC
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Sheriff of Columbia County
Timothy T. Chamberlain
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