

SHERIFF'S SALE

Wednesday, September 1st, 2010 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 78 OF 2010 ED AND CIVIL WRIT NO. 394 OF 2010 JD 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 or parcel of ground with the dwelling house thereon erected situate in the Borough of Berwick, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Park Boulevard, said point being in the line between Lots No. 5 and 6; THENCE South 76 degrees 44 minutes East 170.32 feet to line of land now or formerly of Henry Ermish; THENCE along said Ermish land North 13 degrees 16 minutes East 60.31 feet to a point in line of Lot No. 4; THENCE along the southerly line of said Lot No. 4 North 76 degrees 46 minutes West 166.29 feet to Park Boulevard; THENCE in a southerly direction along Park Boulevard aforesaid 60.50 feet to the place of beginning.

BEING Lot No. 5 of Section A of Park Place Village, Borough of Berwick, Pennsylvania, as shown in plot or plan recorded in Columbia County in Map Book 1, at Page 600.

HAVING THEREON ERECTED A DWELLING KNOWN AS: 116 PARK BOULEVARD, BERWICK, PA 18603.

PARCEL NO. 04D-03-094

UNDER AND SUBJECT TO Covenants and Restrictions for Park Place Village as noted in Columbia County to Instrument No. 200201738.

BEING THE SAME PREMISES WHICH HSBC Bank by deed dated 3/14/07 and recorded 3/20/07 in Columbia County Instrument No. 2007-02812, granted and conveyed unto Dustin M. Polus and Billie Jo Powlus. Billie Jo Powlus is now known as Billie Jo Albertson.

Coal and coal bed methane gas and mining rights and all rights incident to the extraction or development of coal or coal bed methane gas heretofore conveyed, excepted and reserved by instruments of record; the right of surface, lateral or subjacent support; or any surface subsidence.

NOTICE: "THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND"

[This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Oil and Gas Exception:

Oil and gas and minerals and all rights incident to the extraction or development of oil and gas or minerals heretofore conveyed, leased, excepted or reserved by instruments of record.

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