SHERIFF'S SALE

Wednesday, October 14th, 2015 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2012CV337 AND CIVIL WRIT NO. 2012CV337 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 and lot of land situate in the building land development known as Sundale Terrace, in the ownship of Scott, County of Columbia, and Commonwealth of Pennsylvania, bounded and described more fully, as follows:

ALL THAT CERTAIN piece, parcel and lot of land situate in the building land development known as Sundale Terrace in the Township of Scott, County of Columbia and Commonwealth of Pennsylvania, bounded and described more fully as follows:

BEGINNING at an iron pin on the western edge of right-of-way of Township Route No. 770, also known as Sundale Drive, said iron pin also being the northeast corner of lands described herein; THENCE by the western edge of right-of-way of Township Route No. 770, South 6 degrees 00 minutes 00 seconds East 94.57 feet to an iron pin; THENCE by the same on a curve having a radius of 25.98 feet an arc distance of 34.34 feet and a long chord of South 31 degrees 52 minutes 30 seconds West 31.90 feet to an iron pin on the northern edge of right-of-way of Township Route No. 703, also known as Grandview Drive; THENCE by the northern edge of right-of-way of Township Route No. 703, South 69 degrees 45 minutes 00 seconds West 129.40 feet to a railroad spike; THENCE by lands now or formerly of Harry C. Mathias, Jr. and Bridget G. Mathias and lands now or formerly of Jeffrey J. Wolfe, North 6 degrees 00 minutes 00 seconds West 159.22 feet to an iron pin; THENCE by Tract NO. 1 North 87 degrees 00 minutes 33 seconds East 145.20 feet to the place of BEGINNING.

BEING DESIGNATED AS Tract NO. 2, and containing .454 acres as per survey draft ,of two (2) tracts by L. Wayne Laidacker, P.L.S., dated 4/4/91. Description written by L. Wayne Laidacker, P.L.S. See also survey plat recorded at Columbia County Map Book 7, Page 646 confirming and approving removal of "Not for Development" status.

HAVING THEREON ERECTED a dwelling known as 1309 Grandview Drive, Bloomsburg, PA 17815.

PARCEL NO. 31-02A-007-01

BEING THE SAME PREMISES WHICH Raymond H. McConnell and Janet M. McConnell, his wife by deed dated 09/23/99 and recorded 10/29/99 in Columbia County Instrument NO. 1999-10027, granted and conveyed unto James R. Kistler and Nanci Jo Kistler, his wife.

UNDER AND SUBJECT to and together with prior grants and reservations of coal, oil, gas, mining rights of way, exceptions, conditions, restrictions and reservations of record, as the same may appear in this or prior instruments of record.

PROPERTY ADDRESS: 1309 GRANDVIEW DRIVE, BLOOMSBURG, PA 17815 UPI / TAX PARCEL NUMBER: 31-02A-007-01

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.