

# SHERIFF'S SALE

Wednesday, April 2nd, 2014 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2012CV717 AND CIVIL WRIT NO. 2012CV717 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:

PARCEL NO. 1: ALL that certain piece or parcel of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the East side of Legislative Route No. 19043 leading from Evansville to Route No. 93 and on the line of land of Ray Huntingdon; thence along line of Ray Huntingdon South 79 degrees 35 minutes 28 seconds East, a distance of 241.27 feet to an iron pin; thence South 32 degrees 50 minutes 00 seconds West 99.33 feet to an iron pin in lien of other lands of prior grantors; thence along other land of prior grantors, North 79 degrees 35 minutes 28 seconds West, a distance of 242.86 feet to an iron pin on the East side of the aforementioned highway; thence along said highway, North 33 degrees 40 minutes 41 seconds East, a distance of 100 feet to the place of beginning. This description is in accordance with a survey prepared by Orangeville Surveying Consultants, dated July, 1972.

PARCEL NO. 2: ALL that certain piece, parcel or tract of land situate in the Township of Briar Creek, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a concrete nail in the center of Legislative Route 19043 and in line of other lands of Grantees; thence along the said land of the Grantees, South 80 degrees 11 minutes 26 seconds East, a distance of 233.38 feet to a steel pin; thence South 31 degrees 49 minutes 33 seconds West, a distance of 140.00 feet to a steel pin located at a corner of land of prior grantors; thence along said lands of prior Grantors, North 61 degrees 46 minutes 26 seconds West, a distance of 212.64 feet to a concrete nail in the center of the said Legislative Route; thence continuing in the center thereof, North 28 degrees 13 minutes 34 seconds East, a distance of 66.00 feet to a concrete nail, being the place of beginning. Containing .509 acres of land in all. This description was prepared from survey draft of Charles D. Webb, R.S. dated May 31, 1983.

THIS Subdivision for Parcel #2 was approved "Not for Development" by the Columbia County Planning Commission on July 25, 1983. Parcel #2 may not be developed by the Grantees, their heirs, successors and assigns without first obtaining the written approval of the Columbia County Planning Commission pursuant to its review of a properly submitted application in conformance with the Columbia County Subdivision and Land Development Ordinance.

BEING THE SAME PREMISES AS CONVEYED IN DEED FROM RALPH H. KELCHNER, JR. AND DORIS KELCHNER, HUSBAND

AND WIFE RECORDED 7/29/05 IN DOCUMENT NUMBER 200507976, IN SAID COUNTY AND STATE.

Tax Id: 07-01-068-01

BEING KNOWN AS 38 Lake Road Berwick, PA 18603

PROPERTY ID NO.: 07-01-068-01

TITLE TO SAID PREMISES IS VESTED IN Ralph H. Kelchner, Jr. and Doris Kelchner, husband and wife BY DEED FROM Ralph H.

Kelchner, Jr. and Doris Kelchner, husband and wife DATED 07-22-2005 RECORDED 07/29/2005 IN DEED BOOK Instrument #200507976.

PROPERTY ADDRESS: 38 LAKE ROAD, BERWICK, PA 18603

UPI / TAX PARCEL NUMBER: 07-01-068-01

## 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.