

SHERIFF'S SALE

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

BY VIRTUE OF WRIT OF EXECUTION NO. 2012CV91 AND CIVIL WRIT NO. 2012CV91 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 or tract of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point in the center of Township Route 784, said point being the northeast corner of Lot No. 3 of the R. Hanna Subdivision; thence through Township Route 784 and along line of Lot No. 3, South 15°02'40" East, 801 feet to an iron pin (set); thence along Lot No. 6 of the R. Hanna Subdivision, North 84°07'45" East 434.84 feet to an iron pin (found); thence along lands now or formerly of Harry Wenner, et ux, North 76°51' 50" East, 278.09 feet to an iron pin found at the Columbia County line; thence along lands now or formerly of R. Cope, North 13°08'10" West, 637.29 feet to an iron pipe (found); thence along lands now or formerly of Boston, South 54°44'15" West, 722.99 feet to an iron pin (found) bent; thence along the same North 15°02'40" West, 530.08 feet to a point in the center of Township Route 784; thence along the center line of Township Route 784, South 38°02'05" West, 62.54 feet to the point and place of beginning.

Containing 8.39 acres of land.

Being known and designated as Lot No. 1 on the R. Hanna Subdivision II, dated September 19, 2002, revised October 29, 2002, revised November 27, 2002 and last revised February 4, 2003, approved by the Columbia County Planning Commission on February 18, 2003, recorded in Columbia County Recorder's Office in Map Book 8, Page 360.

Subject to all notations recorded in Map Book 8, Page 360.

Under and subject to the following covenants, restrictions and reservations:

A. No single wide trailers or mobile homes will be erected or placed upon the Premises. Doublewide or modular units are permitted.

B. The Premises will not be used for the storage or accumulation of garbage, refuse, junk, disabled vehicles, unlicensed vehicles, vehicles without current inspection stickers or other unsightly or unsanitary accumulations.

C. The Premises will not be used for the operation of any commercial or industrial enterprises, and no building for commercial or industrial enterprises shall be erected on the Premises.

D. These restrictions shall be enforceable by Seller, as Grantor, and the owners of any other lots in the subdivision of which the Premises is a portion. These restrictions shall run with the land and shall burden the ownership thereof.

E. Should Grantee, as Grantee, fail to comply with any of the foregoing restrictions, Grantee will be responsible for all costs and expenses, including attorney fees, incurred in any action against Grantee to enforce Grantee's compliance therewith and/or to recover damages by reason of Grantee's breach thereof.

Being Parcel No. 031201107

Being the same premises which Ronald A. Hanna and Debra C. Hanna, h/w, by Deed dated February 13, 2004, and recorded February 17, 2004, in the Columbia County Recorder of Deeds Office, as Instrument No. 2204011597, granted and conveyed unto Linda S. Faber, in fee simple.

Title to said Premises vested in Jason S. Keller and Wendy S. Furgason, both single persons, as joint tenants with the right of survivorship by Deed from Linda S. Faber, single dated 07/28/2006 and recorded 08/07/2006 in the Columbia County Recorder of Deeds in Instrument No. 200608017.

Being known as 136 Strawberry Lane, Stillwater, PA 17878

Tax Parcel Number: 031201107

PROPERTY ADDRESS: 136 STRAWBERRY LANE, STILLWATER, PA 17878

UPI / TAX PARCEL NUMBER: 031201107

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
MILSTEAD & ASSOCIATES LLC
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002

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