

SHERIFF'S SALE

Wednesday, May 14th, 2014 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2013CV1591 AND CIVIL WRIT NO. 2013CV1591 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 land situate in the Borough of Berwick, formerly Township of Briar Creek, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the corner of Lot Number Thirty one (31) in Duval Dickson's Second Plot of lots sold; thence Westerly forty-nine and

one-half (49 1/2) feet to corner of Duval Street; thence southerly along Duval Street a distance of one hundred and fifty (150) feet to a Fifteen (15) foot alley; thence Easterly a distance of Forty-nine and one-half (49 1/2) feet to corner of lot Number Thirty one (31); thence Northerly a distance of one hundred and fifty (150) feet to the place of beginning.

THIS DESCRIPTION is intended to cover and this deed to convey Lot Number Thirty (30) in said Duval Dickson's Second plot of lots as marked and shown on plot or plan.

TITLE TO SAID PREMISES IS VESTED IN Cindy L. Milheim and Wade D. Sassaman, as joint tenants with the right of survivorship,

and not as tenants in common, by Deed from Vicki R. Caravelli and Louis G. Caravelli, her husband, dated 07/13/1999, recorded 07/19/1999 in Book 731, Page 1082. Wade D. Sassaman was a co-record owner of the mortgaged premises as a joint tenant with the right of survivorship. By virtue of WADE D. SASSAMAN's death on or about 09/05/2011, his ownership interest was automatically vested solely in the surviving joint tenant, Cindy L. Milheim.

Tax Parcel: 04A-02-166-00000

Premises Being: 1625 WALNUT STREET, BERWICK, PA 18603-1438

PROPERTY ADDRESS: 1625 WALNUT STREET, BERWICK, PA 18603

UPI / TAX PARCEL NUMBER: 04A-02-166-00000

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.