

# SHERIFF'S SALE

Wednesday, August 13th, 2014 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2013CV1552 AND CIVIL WRIT NO. 2013CV1552 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 THE SURFACE ONLY OF ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Conyngham, Columbia

County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the eastern line of a forty foot roadway and at the southwest corner of Lot No. 2; thence by the southern line of Lot No. 2, North 83 degrees 40 minutes East, 158.17 feet to a point on the southwest corner of Lot No. 3; thence along the western line of Lot No. 5, South 0 degrees 17 minutes East, 115 feet to a point in line of lands of Michael Yuschock, being the northeast corner of Lot No. 6; thence along the northern line of Lot No. 6, South 83 degrees 40 minutes West, 132 feet to a point in the eastern line of the aforementioned forty foot roadway; thence by the same, North 17 degrees 30 minutes West, 120 feet to the place of BEGINNING.

BEING known and designated as Lot No. 4 in South Aristes, as laid out by Helker Construction Company by survey dated January 31, 1973.

PARCEL NO. 2

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Conyngham, Columbia County, Pennsylvania, bounded

and described as follows, to wit

BEGINNING at a stake in the eastern side of a 40 foot roadway and at the northwest corner of Lot No. 6; thence by other lands of Francis J. Maczka and Susan Maczka and along the southern side of Lots No. 4 and 5, North 83 degrees 40 minutes East, 264 feet to a stake on the western side of Pennsylvania Highway Route No. 42; thence by the same, South 00 degrees 17 minutes West, 130.87 feet to a stake in the line of lands of Helker Construction Company; thence by the same South 83 degrees 40 minutes West, 229.55 feet to a stake on the western side of the aforementioned 40 foot roadway; thence by the same, North 17 degrees 30 minutes West, 130 feet to the place of BEGINNING.

BEING known and designated as Lots No. 6 and 7 in South Aristes as laid out by survey dated January 31, 1973.

THIS DEED IS MADE UNDER AND SUBJECT to the right of the owners of Lots No.6 and 7 to enter upon the within described premises, to obtain water from a well located on Lot No. 4 and to go upon the same to maintain said water supply, and further to maintain the existing power supply from a point located on Lot No. 4 and to go upon the same for the purposes of repair and maintenance.

BEING KNOWN AS: 104 MAIN STREET, ARISTES, PENNSYLVANIA 17920

TAX I.D. #: 14-10B-030-10 and 14-10-B-030-02

THE IMPROVEMENTS THEREON ARE: RESIDENTIAL DWELLING

BEING THE SAME PREMISES WHICH

Michael J. Yuschock, Jr. Administrator of the Estate of Michael J. Yuschock, Sr., Deceased, by deed dated September 6, 2001 and recorded September 17, 2001 in Instrument Number 200109270, granted and conveyed unto Troy L. Schoffler and Traci M. Millich.

PROPERTY ADDRESS: 104 MAIN STREET, ARISTES, PA 17920

UPI / TAX PARCEL NUMBER: 14-10B-030-10; 14-10-b-030-02

## 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  
MCCABE, WEISBERG & CONWAY PC  
123 S. Broad St., Suite 2080  
Philadelphia, PA 19109

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