

SHERIFF'S SALE

Wednesday, June 11th, 2014 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2013CV1650 AND CIVIL WRIT NO. 2013CV1650 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 THOSE CERTAIN pieces, parcels or tracts of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1:

BEGINNING at a point, said point being the northeast corner of the herein described lot, said point being also the southeast corner of Lot No. 100, now or formerly of Steven T. and Theresa A. Krasucki; Thence from point of beginning and along Lot No. 191, South

00 degrees 46 minutes 05 seconds East, 125.00 feet to a point in line of lands now or formerly of Clyde E. and Joan S. Yohey; Thence by same, South 68 degrees 00 minutes 28 seconds West, 215.00 feet to a point; Thence along same, South 75 degrees 55 minutes 42 seconds West, 206.13 feet to a point; Thence along lands now or formerly of Richard J. and Mary Donald, North 00 degrees 46 minutes 05 seconds West, 125.00 feet to a point; Thence along the southerly side of lots 97 and 98 of Wonderview Phase I, North 75 degrees 46 minutes 30 seconds East, 203.89 feet to a point; Thence along the southerly side of lots 99 and 100 of Wonderview Phase I, North 68 degrees 13 minutes 55 seconds East, 217.15 feet to the place of beginning. Containing 1.154 acres in all.

THE ABOVE described Lot has a private driveway easement from Scenic Avenue and Riverview Avenue as follows:

BEGINNING at a point in the right of way line of Scenic and Riverview Avenues, said point being the centerline of the private driveway easement and said point being South 71 degrees 46 minutes 05 seconds East, 29.88 feet from the southwest corner of Lot No. 166, Thence from point of beginning the driveway easement is fifty foot wide and the centerline described follows these five courses and distances: (1) South 70 degrees 27 minutes 53 seconds East, 118.64 feet; (2) South 42 degrees 32 minutes 42 seconds West, 72.31 feet; (3) South 42 degrees 32 minutes 42 seconds West, 77.88 feet; (4) South 46 degrees 40 minutes 47 seconds West, 71.36 feet; (5) South 53 degrees 10 minutes 24 seconds West, 81.78 feet to Lot No. 190; the 50 foot wide easement extends across Lot 190 the following two courses and distances: (1) South 40 degrees 25 minutes 33 seconds West, 73.21 feet; (2) South 52 degrees 15 minutes 26 seconds West, 142.87 feet. The above described parcel is more fully shown on plan of Bafile, James and Associates dated July 30, 1990, last revised July 7, 1994, (File #8-20).

BEING UNDER AND SUBJECT TO that portion of a 10 foot wide drainage and utility easement situate near the northern, eastern and western boundaries of the above described parcel of land.

ALL OF THE above being more fully shown as Lot No. 190 on a draft prepared by Bafile, James and Associates dated June 30, 1990, last revised September 12, 1994, (File # 8-20).

BEING known and designated as Lot No. 190 of the "Wonderview" Phase II Subdivision.

TRACT NO. 2:

BEGINNING at a rebar, said rebar being the northwest corner of this add-on parcel; Thence from point of beginning and along Parcel "B", North 50 degrees 19 minutes 11 seconds East, 43.77 feet to a set rebar; Thence along other lands now or formerly of John A. Yohey, South 17 degrees 36 minutes 34 seconds East, 130.20 feet to a point; Thence along lands now or formerly of Clyde E. and Joan B. Yohey, South 68 degrees 00 minutes 28 seconds West, 77.00 feet to a point; Thence along lands now or formerly of Jeriel Eric and Rolene E. Comstock, North 00 degrees 46 minutes 05 seconds West, 125.00 feet to the place of beginning.

Containing 0.1636 acres in all.

THE ABOVE description is more fully shown on plan of Bafile, James & Associates dated June 20, 2000, File No. 9-123, known as Parcel "A".

TOGETHER WITH AND UNDER AND SUBJECT TO A 50 FOOT DRIVEWAY AND UTILITY EASEMENT RUNNING THROUGH

PARCEL 'A' AS SHOWN ON SURVEY DRAFT OF BAFILE, JAMES AND ASSOCIATES DATED 7/30/90, LAST REVISED 8/24/94,

IN FAVOR OF CLYDE E. AND JOAN B. YOHEY, THEIR HEIRS AND ASSIGNS, AND OWNERS OF LOT NO. 190.

THE WITHIN CONVEYED PREMISES ARE SUBJECT to covenants, restrictions, terms and conditions as recorded in Columbia County Instrument No. 200001573, which shall pertain with respect to the foregoing conveyance and shall be binding upon, and inure to the benefit of, Grantees and Grantees' successors and assigns.

THE PROPERTY hereby conveyed to the within named Grantees shall be treated and considered as a single parcel of land. The property shall not be sold or otherwise conveyed by the within named Grantees or their successors in interest separately except after further approval of the Columbia County Planning Commission or such other body having jurisdiction over land subdivision in the subject municipality.

BEING THE SAME premises which Joan B. Yohey, widow, by Deed dated October 11, 2011, and recorded in the Records Office of Columbia County, Pennsylvania, as Instrument Number 201110653, granted and conveyed unto John A. Yohey.

PROPERTY ADDRESS: 546 Scenic Avenue, Bloomsburg, PA 17815

PROPERTY IMPROVED with a 1 1/2 story Cape Cod and 10'x14' shed
TAX PARCEL NUMBER: 2201C00800
PROPERTY ADDRESS: 536 SCENIC AVENUE, BLOOMSBURG, PA 17815
UPI / TAX PARCEL NUMBER: 22,01C00800

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.