

SHERIFF'S SALE

Wednesday, May 13th, 2015 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2013CV1181 AND CIVIL WRIT NO. 2013CV1181 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 known as Lot No. 4 situate in the Mariano subdivision in Scott Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a rebar, set on the southerly right-of-way of Pennsylvania. State Route No. 0487, said rebar being on the easterly right-of-way of a 70 foot wide unopened street; thence along the southerly right-of-way of said State Route No. 0487 on a curve to the right in an easterly direction having a Delta Angle of 11 degrees 28 minutes 56 seconds, a Radius of 725.00 feet, a Tangent of 73.00 feet for an Arc Length 145.50 feet to a Point of Tangent; thence along same North 54 degrees 51 minutes 09 seconds East 237.34 feet to a point in the center of a 50 foot wide private right-of-way, said point being the northwest corner of Lot No. 1; thence along the westerly line of Lot No. 1; South 35 degrees 08 minutes 51 seconds East 60.00 feet to a Point of Curve; thence along same on a curve to the right in a southerly direction having a Delta Angle of 19 degrees 17 minutes 42 seconds, a Radius of 566.87 feet, a Tangent of 96.36 feet for an Arc Length of 190.90 feet to a point in the center of the cul-de-sac terminus of a fifty foot wide private right-of-way, said point being the northeast of Lot No. 3; thence along the northerly line of Lot No. 3 South 52 degrees 12 minutes 03 seconds West 364.29 feet to a rebar, set on the easterly right-of-way of the aforementioned 70 foot wide street; thence along said right-of-way North 31 degrees 57 minutes 58 seconds West 250.00 feet to the place of BEGINNING.

CONTAINING 2.212 acres of land in all as shown on draft of survey prepared by Bafilc, James and Associates dated April 14, 1988, and designated as Lot NO. 4.

THIS PROPERTY being both subject to a 50 foot private right-of-way all being more particularly bounded and described in a prior deed to the Grantor herein, which said deed is recorded in the Recorder of Deeds Offices in and for Columbia County, Pennsylvania in Record Book 413 at Page 45

AND FURTHER being subject to certain covenants, conditions and restrictions which are set forth in the aforementioned prior deed of record.

UNDER AND SUBJECT, nevertheless, to easements, restrictions, reservations, conditions and right of way of prior record.

BEING THE SAME PREMISES which Marcia E. Rado, by Deed dated 05/19/2005 and recorded 05/20/2005 in the Office of the Recorder of Deeds in and for Columbia County in Deed Book Volume & Page 200505155, granted and conveyed unto Andrew R. Gillespie and Lynn A. Gillespie

IMPROVEMENTS: RESIDENTIAL DWELLING.

TAX PARCEL: 31-01-019-04

PROPERTY ADDRESS: 8 AMANDA DRIVE, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 31-01-019-04

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.