## SHERIFF'S SALE

## Wednesday, November 19th, 2014 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2013CV552 AND CIVIL WRIT NO. 2013CV552 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 lot or piece of land lying and being situate in the Borough of Berwick, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING on the south side of Fifth Avenue at the northeast corner of Lot No. 1607; thence easterly along Fifth Avenue 45 feet to Warren Street; thence southerly along said street 160 feet to a fifteen foot alley; thence westerly along said alley 45 feet to the southeasterly corner of Lot No. 1607; thence northerly along said lot 160 feet to Fifth Avenue, the place of BEGINNING.

BEING Lot No. 1606 of the Berwick Land and Improvement Company's Addition to Berwick.

HAVING THEREON ERECTED a dwelling house known as 1200 Fifth Avenue, Berwick, PA 18603.

BEING designated as Tax Parcel No. 04D-07-116.

BEING the same premises conveyed to David Irwin and Melissa Irwin, his wife, by John M. Welsh and Robyn K. Welsh, his wife, by

deed dated march 24, 2008, about to be recorded.

BEING KNOWN AS: 1200 5th Avenue, Berwick, PA 18603

PROPERTY ID NO.: 04-D-07-116-00,000

TITLE TO SAID PREMISES IS VESTED IN DAVID IRWIN AND MELISSA IRWIN, HIS WIFE, AS TENANTS BY THE ENTIRETY BY

DEED FROM JOHN M. WELSH AND ROBYN K. WELSH, HIS WIFE DAGTED 03/24/2008 RECORDED 03/25/2008 IN DEED BOOK Instrument #200802590.

PROPERTY ADDRESS: 1200 5TH AVENUE, BERWICK, PA 18603

UPI / TAX PARCEL NUMBER: 04-D-07-116-00,000

## **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.