SHERIFF'S SALE

Wednesday, December 17th, 2014 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2014-cv-529 AND CIVIL WRIT NO. 2014-cv-529 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 parcel and tract of land situate in Hunters Chase-North Phase I, in Hemlock Township, Columbia County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a rebar set on the Northerly right-of way of Township Route No. 346, said rebar being at the Southeast corner of Lot No. 6 of Hunters Chase North, Phase I; THENCE along the Easterly line of said Lot No. 6 North One (01) degree forty-five (45) minutes forty-one (41) second West, a distance of Two hundred ninety and thirty-seven hundredths (290.37) feet to a rebar set on the Southerly line of other lands of Pinebrook Homes, Inc., Grantor herein; THENCE along the Southerly line of lands of said Pinebrook Homes, Inc., North Eighty-nine (89) degrees twenty-three (23) minutes forty-two (42) seconds East, a distance of One hundred fifty and three hundredth (150.03) feet to rebar set at a corner of lands of said Pinebrook Homes, Inc.; THENCE along the Westerly line of lands of Pinebrook Homes, Inc., South One (1) degree forty-five (45) minutes forty-one (41) seconds East, a distance of Two hundred ninety-one and ninety-nine hundredth (291.99) feet to a rebar set on the Northerly right-of way of Township Route No.346; THENCE along said right-of-way North Eighty-nine (89) degrees fifty-nine (59) minutes fifteen (15) seconds West a distance of One hundred fifty and seven hundredths (150.07) feet to the place of BEGINNING. CONTAINING one (1.00) acre of land in all and being Lot No. 7.

The above-described parcel of land being subject to that portion of a 20 foot wide Drainage Easement as located on said parcel Said Easement being located along the Northerly line of said parcel and extends from the Easterly line of said parcel to the Westerly line of said parcel.

The above-described parcel of land also being subject to that portion of a 20 foot wide Utility Easement as located on said parcel Said Easement being located along the Southerly line of parcel and extends from the Easterly line of said parcel to the Westerly line of said parcel.

The above-described parcel of land also being subject to a 25 foot wide Sanitary Sewer Easement. Said Easement being located along the Westerly line said parcel and extends from the Northerly right-of-way of Township Route No. 346 Northwardly for a distance of 40 feet.

The above-described parcel of land being designated as Lot No. 7 as more fully shown on a draft prepared by Drumheller Surveying dated September 30, 1996, and last revised February 6, 1997.

Also under and subject to the Restriction and Covenants recorded on March 2, 1998, in the Office of the Recorder of Deeds of Columbia County, Pennsylvania, in Record Book 680, Page 79.

TAX PARCEL # 18-06-022-09

BEING KNOWN AS: 92 Pony Trail Drive, Bloomsburg, PA 17815

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 is found liable for damages.

Plaintiff's Attorney Michael T. McKeever. BNY Independence Center - Suite 5000 701 Market Street Philadelphia, PA 19106-1532 Sheriff of Columbia County Timothy T. Chamberlain http://www.sheriffofcolumbiacounty.com/