

SHERIFF'S SALE

Wednesday, February 11th, 2015 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2013CV792 AND CIVIL WRIT NO. 2013CV792 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 lots of land, situate in the Township of Briar Creek, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

PARCEL NO. 1:

BEGINNING at the corner of the right-of-way of the State Highway leading from Berwick to Orangeville, in line of land now or late of

Henry Ertwine; THENCE by the line of the said Henry Ertwine, South 50 degrees West, 404 feet to the corner of land now or late of Thomas and Anna Nutaitis; THENCE by the line of the said land, South 1 degree, 45 minutes East, 23 feet to the corner of land now or late of Jonathan Eck; THENCE by the line of the said Jonathan Eck, North 89 degrees, 45 minutes East, 161 feet to a corner of land now or late of Thomas and Anna Nutaitis; THENCE by the line of the said Nutaitis, North 44 degrees, 30 minutes East, 342 feet to a corner in the line of the aforesaid State Highway; THENCE by the line of the right-of-way of the aforesaid State Highway, North 67 degrees, 25 minutes West, 100 feet to the corner, the PLACE OF BEGINNING.

BEING Lot No. 2 in the Nutaitis' Plot of Lots, as marked and numbered on said plot or plan, and as surveyed by B.J. George, Surveyor, on March 7, 1941, said plot being known and designated as 'Nutaitis Extension Corner.'

EXCEPTING AND RESERVING, therefrom and thereout, a certain parcel of land containing 00.23 acres, as conveyed to Henry Ertwine and Sophia B. Ertwine, his wife, by Deed of Baron McHenry Omans and Faye Omans, his wife, dated May 25, 1946 and recorded at the Columbia County Recorder's Office in Deed Book No. 130, at page 274.

PARCEL NO. 2:

BEGINNING at a corner on the right-of-way of the State Road leading from Berwick to Orangeville and the corner of land now or late of Baron Oman and Henry Ertwine; THENCE along said right-of-way, North 67 degrees, 25 minutes West, 12 feet to a corner on said right-of-way; THENCE South 38 degrees, 55 minutes West, 70 feet to a corner on line of land now or late of Henry Ertwine and Baron Omans; THENCE North 50 degrees, 00 minutes, 65 feet to the PLACE OF BEGINNING.

CONTAINING 358 Square feet, more or less.

UNDER AND SUBJECT To any restrictions, conditions, covenants, easements, right-of-ways, licenses, leases, reservations, exceptions, etc., which may exist in the chain of title.

TITLE TO SAID PREMISES IS VESTED IN Aaron Golon, unmarried and Nicole Williamski, unmarried, as joints tenants with right

of survivorship and not as tenants in common, by Deed from Nancy M. Golon, unmarried, dated 10/24/2008, recorded 10/29/2008 in Instrument Number 200811189.

Tax Parcel: 07,01-012-00,000

Premises Being: 1458 State Route 93 Berwick, PA 18603-5406

PROPERTY ADDRESS: 1458 STATE ROUTE 93, BERWICK, PA 18603

UPI / TAX PARCEL NUMBER: 07,01-012-00,000

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.