

SHERIFF'S SALE

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

BY VIRTUE OF WRIT OF EXECUTION NO. 2014CV892 AND CIVIL WRIT NO. 2014CV892 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 or parcel of land situate in the Borough of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit

PARCEL NO. 1: BEGINNING at an iron pin corner on the southerly side of Orchard Way; thence along the southerly side of Orchard Way, south 88 degrees 00 minutes west a distance of 161.27 feet to a point on a curve to the left and the intersection of Orchard Way and Delta Avenue; thence on a curve to the left having a radius of 10 feet for a distance of 13.09 feet to a point; thence along Delta Avenue south 13 degrees 00 minutes west a distance of 55.92 feet to a point on a curve to the left and the intersection of Delta Avenue and Sunset Drive; thence on a curve to the left having a radius of 20 feet for a distance of 33.07 feet to a point on Sunset Drive; thence along the northerly side of Sunset Drive south 81 degrees 45 minutes east a distance of 140.27 feet to a point in line of other land now or late of James R. McElrath, Jr., north 13 degrees 52 minutes east a distance of 115.65 feet to Orchard Way, the place of beginning.

The above description is in accordance to a survey of Briar Meade Village in the Borough of Briar Creek, Columbia County, as originally surveyed by R. A. Dunn, 6-1948, and resurveyed by T. Bryce James, R.S., 2-14-1963.

SUBJECT to all exceptions, reservations, rights of way, roads and easements in prior chain of title.

ALSO SUBJECT to a 20 feet building line of Orchard Way and Sunset Drive and a 25 foot building line on Delta Avenue.

PARCEL NO. 2: BEGINNING at an iron pin corner on the southerly side of Orchard Way at the northeast corner of other land now or late of David D. McElrath, et ux; thence along the southerly side of Orchard Way north 88 degrees 00 minutes east a distance of 75 feet to a point in line of land formerly of Emery Seely and now or late of Joseph Ferro; thence along line of land formerly of Seeley and now or late of Ferro south 13 degrees 52 minutes west a distance of 135 feet, more or less, to the northerly side of Sunset Drive; thence along Sunset Drive north 81 degrees 45 minutes west a distance of 70 feet to the line of other land now or late of David D. McElrath, et ux; north 13 degrees 52 minutes east a distance of 115.65 feet to Orchard Way, the place of beginning.

SUBJECT to all exceptions, reservations, rights of way, roads and easements in prior chain of title.

ALSO SUBJECT to a twenty foot building line on Orchard Way and Sunset Drive.

BEING KNOWN AS: 2020 ORCHARD WAY, BERWICK, PENNSYLVANIA 18603

TAX I.D. #: 06,1B2-022-05,000

THE IMPROVEMENTS THEREON ARE: RESIDENTIAL DWELLING

BEING THE SAME PREMISES WHICH

Susan K. Hampton, N/B/M Susan Densberger, Executrix of The Last Will and Testament of Richard C. Densberger, deceased, by deed dated April 27, 2009 and recorded April 28, 2009 in Instrument Number 200903671, granted and conveyed unto Leonard L. Armstrong, III and Karen L. Moss.

PROPERTY ADDRESS: 2020 ORCHARD WAY, BERWICK, PA 18603

UPI / TAX PARCEL NUMBER: 06,1B2-022-05,000

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.