

SHERIFF'S SALE

Wednesday, September 9th, 2015 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2015CV122 AND CIVIL WRIT NO. 2015CV122 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, piece and parcel of land situate in Wonderview Development, Main Township, Columbia County, Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the northerly side of Scenic Avenue and in line of Lot No. 109; thence along Lot No. 109, North 13 degrees 01 minute 05 seconds West, 136.03 feet to a point in line of Lot No. 135; thence along line of Lot No. 135, North 77 degrees 20 minutes East 106.59 feet to a point in line of Lot No. 107; thence along line of Lot No. 107, South 13 degrees 46 minutes 05 seconds East, 134.23 feet to a point in the northerly side of Scenic Avenue aforesaid; thence along the northerly side of said Scenic Avenue, South 76 degrees 13 minutes 55 seconds West, 88.76 feet to a point in line of said Scenic Avenue; thence along Scenic Avenue, South 76 degrees 58 minutes 55 seconds West, 19.59 feet to the point and place of BEGINNING.

CONTAINING 14,533.2 square feet of land. It being Lot No. 108 in a draft of lots of Wonderview, Incorporated prepared by T. Bryce James, R.S., on April 7, 1975, as revised February 9, 1978.

HAVING THEREON ERECTED a dwelling known as 455 Scenic Avenue, Bloomsburg, PA 17815.

PARCEL NO. 22-01B-064

EXCEPTING AND RESERVING therefrom, to the grantors, their heirs, executors, administrators and assigns, a utility right of way ten (10) feet in width on each side of the lot, extending to the entire depth of the lot, and fifteen (15) feet in width along the back of said lot and extending the entire width of said lot, together with the rights of ingress, egress and regress for the purposes of installing and maintaining utility lines, etc.

ALSO EXCEPTING AND RESERVING from the aforesaid description a right of way and easement being twenty (20) feet in width granted by Ricky A. Deiterich and Crystal A. Deiterich, husband and wife, et al, to Main Township. The description of said easement and/or right of way is more fully set forth in Deed of Easement, a copy of which has been given to David John Vitkauskas and

Kristen Janet Leonovich, simultaneously with the execution of this deed. The terms of said Deed of Easement are incorporated hereby by reference thereto.

BEING THE SAME premises which National Mortgage Association a/k/a Fanniemae, by deed dated 12/29/2004 and recorded 12/30/2004 in Columbia County Instrument No. 2004-14710, granted and conveyed unto Edward W. Miller and Kia N. Torio.

PROPERTY ADDRESS: 455 SCENIC AVENUE, BLOOMSBURG, PA 17815

UPI / TAX PARCEL NUMBER: 22-01B-064

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.

Plaintiff's Attorney
PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102-2392

Sheriff of Columbia County
Timothy T. Chamberlain
<http://www.sheriffofcolumbiacounty.com/>