

SHERIFF'S SALE

Wednesday, July 15th, 2015 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2009CV882 AND CIVIL WRIT NO. 2009CV882 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 PARCELS OF LAND LYING AND BEING SITUATE IN THE TOWNSHIP OF BRIAR CREEK, COUNTY OF COLUMBIA AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

THE FIRST THEREOF:

BEGINNING AT AN IRON PIN SET IN THE SOUTHERN BOUNDARY OF PENNSYLVANIA STATE HIGHWAY LEGISLATIVE ROUTE NO. 19097 16-1/2 FEET WEST OF THE NORTHWEST CORNER OF LAND NOW OR LATE OF H. BOYD FREAS, ET UX; THENCE SOUTH 8 DEGREES 30 MINUTES EAST A DISTANCE OF 160 FEET TO A POINT; THENCE SOUTH 80 DEGREES 30 MINUTES WEST A DISTANCE OF 100 FEET TO A POINT; THENCE NORTH 8 DEGREES 30 MINUTES WEST A DISTANCE OF 160 FEET TO THE SOUTHERN BOUNDARY OF THE AFORESAID STATE HIGHWAY; THENCE ALONG SAID HIGHWAY NORTH 80 DEGREES 30 MINUTES EAST A DISTANCE OF 100 FEET TO AN IRON PIN, THE PLACE OF BEGINNING.

TOGETHER WITH THE RIGHT OF PASSAGE OVER A STRIP OF LAND 16-1/2 FEET IN WIDTH SITUATE IMMEDIATELY EAST OF THE LAND ABOVE DESCRIBED AND EXTENDING FOR A DEPTH OF 200 FEET SOUTH OF THE ABOVE IDENTIFIED STATE HIGHWAY

THE SECOND THEREOF:

BEGINNING AT A POINT IN THE SOUTHERN BOUNDARY LINE OF STATE HIGHWAY LEGISLATIVE ROUTE NO. 19097, SAID POINT BEING THE NORTHWEST CORNER OF LAND NOW OR LATE OF NICK BARON AND BEING 116-1/2 FEET ON A COURSE OF SOUTH 80 DEGREES 30 MINUTES WEST DISTANT FROM THE NORTHWEST CORNER OF LAND NOW OR LATE OF H. BOYD FREAS, ET UX; THENCE ALONG THE WESTERLY BOUNDARY LINE OF LAND NOW OR LATE OF NICK BARON AND EXTENDING INTO OTHER LANDS NOW OR LATE OF LLOYD C. POLLOCK, JR, ET UX, SOUTH 8 DEGREES 30 MINUTES EAST FOR A DISTANCE OF 250 FEET TO A POINT; THENCE SOUTH 80 DEGREES 30 MINUTES WEST 350 FEET TO A POINT; THENCE NORTH 8 DEGREES 30 MINUTES WEST FOR A DISTANCE OF 250 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE AFORESAID STATE HIGHWAY ROUTE NO. 19097; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF STATE HIGHWAY 19097 NORTH 80 DEGREES 30 MINUTES EAST FOR A DISTANCE OF 350 FEET TO A POINT, THE PLACE OF BEGINNING

THE IMPROVEMENTS THEREON BEING KNOWN AS 108 A TWIN CHURCH ROAD, BERWICK, PENNSYLVANIA - 18603.

BEING KNOWN AS: 108A TWIN CHURCH ROAD, BERWICK, PENNSYLVANIA 18603

TAX I.D. #: 07-03-053-08

THE IMPROVEMENTS THEREON ARE: RESIDENTIAL DWELLING

BEING THE SAME PREMISES WHICH Nancy J. Hess, Now By Marriage Nany J. Spaide, and Ricky A. Spaide, Her Husband, by deed dated August 15, 2002 and recorded September 20, 2002 in Instrument Number 200211191, granted and conveyed unto Amity J. Dohl and Gary O. Lewis.

PROPERTY ADDRESS: 108 A TWIN CHURCH ROAD, BERWICK, PA 18603

UPI / TAX PARCEL NUMBER: 07-03-053-08

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.