

SHERIFF'S SALE

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

BY VIRTUE OF WRIT OF EXECUTION NO. 2015CV445 AND CIVIL WRIT NO. 2015CV445 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 or parcel of land together with the two story frame, single dwelling house thereon erected, lying and being situate on the northerly side of Sixth Avenue, in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the southeast corner of Lot No. 1813, this being the east side of the third lot east of Arch Street on the north side of Sixth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, and a portion of the Berwick Land and Improvement Company's Addition to the Township of Briar Creek, which was formerly the Freas Farm. See plot or plan recorded in the Recorder's office in Bloomsburg Pennsylvania, Miscellaneous Book No.8, Page 366; THENCE in a northerly direction along Lot No. 1813 a distance of 160 feet to a fifteen foot alley; THENCE in an easterly direction along said alley a distance of 45 feet to the corner of Lot No. 1811; THENCE in a southerly direction along Lot No. 1811 a distance of 160 feet to Sixth Avenue; THENCE in a westerly direction along Sixth Avenue a distance of 45 feet to the place of beginning.

TITLE TO SAID PREMISES IS VESTED IN Bernard K. Ridall, Jr. and Gail Ridall, h/w, by Deed from Bernard K. Ridall, Jr. and Gail Ridall, h/w, dated 01/06/2005, recorded 01/18/2005 in Instrument Number 200500529.

Tax Parcel: 07 02A02900

Premises Being: 1229 Sixth Avenue, Berwick, PA 18603-1004

PROPERTY ADDRESS: 1229 SIXTH AVENUE, BERWICK, PA 18603

UPI / TAX PARCEL NUMBER: 0702A02900

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.