

# SHERIFF'S SALE

Wednesday, August 3rd, 2016 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2015CV357 AND CIVIL WRIT NO. 2015CV357 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 lots, pieces or parcels of land, together with the frame dwelling and outbuildings thereon erected, situate on the southerly side of East Fourth Street between Chestnut and Walnut Streets, in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

PARCEL NO. 1:

BEGINNING at a point in the southerly side of East Fourth Street at corner of Lot No. 3; thence in a southerly direction on a line parallel with Chestnut Street a distance of 181-1/2 feet to the northerly line of East Third Street; thence in an easterly direction along Third Street a distance of 49-1/2 feet to corner of Lot No. 5; thence in a northerly direction, parallel with the first course herein, a distance of 181-1/2 feet to the southerly line of Fourth Street, aforesaid; thence in a westerly direction along the southerly line of Fourth Street a distance of 49-1/2 feet to the place of beginning, and being Lot No. 4 in Gilbert Fowler's Addition to the Borough of Berwick.

PARCEL NO. 2:

BEGINNING on the southerly side of Fourth Street between Chestnut and Walnut Streets, at the corner of Lot No. 2; thence southerly along Lot No. 2 a distance of 90-3/4 feet; thence easterly on a line parallel with Fourth Street, a distance of 49-1/2 feet to the westerly line of Lot No. 4; thence in a northerly direction along line of Lot No. 4 and parallel with Chestnut Street, a distance of 90-3/4 feet to Fourth Street aforesaid; thence westerly along Fourth Street, a distance of 49-1/2 feet to the place of beginning. Containing 4492-1/8 square feet of land and being the northerly half of Lot No. 3 in the Lyman Fowler plot of lots, whereon is erected a frame garage.

The above parcels shall hereby merge into one parcel for taxing purposes and shall not be separately conveyed without prior express approval of the municipality as provided by law.

TITLE TO SAID PREMISES IS VESTED IN Henry H. Brewer and Wilma Beardsley, as joint tenants with the right of survivorship and not as tenants in common, by Deed from James W. Laubach and Melanie K. Laubach, his wife, dated 09/10/2001, recorded 09/20/2001 in Instrument Number 200109427.

Tax Parcel: 04A-08-001-01,000

Premises Being: 312 East 4th Street, Berwick, PA 18603-3812

PROPERTY ADDRESS: 312 EAST 4TH STREET, BERWICK, PA 18603

UPI / TAX PARCEL NUMBER: 04A-08-001-01,000

## 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.