

# SHERIFF'S SALE

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

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BY VIRTUE OF WRIT OF EXECUTION NO. 2015CV459 AND CIVIL WRIT NO. 2015CV459 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:

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All that certain lot, piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit;

BEGINNING at the southeast corner of Lot No. 303, this being the east side of the fifth lot east of Warren Street on the north side of Orange Street, in the Borough of Berwick, Columbia County and State of Pennsylvania, on what was formerly known as the Ferris Farm; thence in a northerly direction along Lot No. 303 a distance of 160 feet to a 15 foot alley; thence in a southeasterly direction along said alley a distance of 48.7 feet to the corner of Lot No. 301; thence in a southerly direction along Lot No. 301 a distance of 160 feet to Orange Street; thence in a northwesterly direction along Orange Street a distance of 48.7 feet to the place of beginning.

This description is intended to cover and this deed to convey Lot No. 302. See plot or plan recorded in the Recorder's Office at Bloomsburg, PA in Miscellaneous Book Volume 8 at Page 366.

BEING THE SAME PREMISES which Andrew M. Kost and Tammi L. Kost, his wife, by Deed dated 7/31/2007 and recorded 8/10/2007 in the Office of the Recorder of Deeds in and for the County of Columbia, in Deed Instrument #200708234, granted and conveyed unto Wayne S. Hamilton and Shirley Hamilton, his wife, as tenants by the entirety.

PROPERTY ADDRESS: 1119 ORANGE STREET, BERWICK, PA 18603

UPI / TAX PARCEL NUMBER: 04C-02-089

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