SHERIFF'S SALE

Wednesday, May 3rd, 2017 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2016CV1252 AND CIVIL WRIT NO. 2016CV1252 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 piece of land situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake corner on the east side of South Poplar Street which has a width of 55 feet, and said point being on line of land of Bryson C. Longenberger; thence south 89 degrees 50 minutes east for a distance of 498.28 feet to a stake corner; being the southeast corner of lands of the aforesaid Bryson C. Longenberger and being also the northeast corner of the parcel of land being conveyed herein and being also on line of land of the D. A. Michael Addition; thence south 13 degrees 42 minutes west 360.10 feet to a stake corner in line of lands of the D. A. Michael Addition and being in line of other lands of Berwick Industrial Plan Inc.; thence north 89 degrees 50 minutes west 497.96 feet to an iron pin corner on the easterly boundary line of South Poplar Street north 13 degrees 39 minutes east 359.8 feet to a stake corner the place of beginning.

CONTAINING 4 acres of land.

BEING the same premises conveyed by Komar Properties, Inc. to Frank D. Stenko and Georgene L. Stenko, his wife, by deed dated August 13, 1998, recorded in the Columbia County Recorder of Deeds Office in Record Book 697, Page 482.

PROPERTY ADDRESS: 232 SOUTH POPLAR STREET, BERWICK, PA 18603 UPI / TAX PARCEL NUMBER: 04D-04-015-05,000

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.

Plaintiff's Attorney WEBER GALLAGHER SIMPSON STAPLETON & NEWBY 2000 Market Street, Suite 1300 Philadelphia, PA 19103 Sheriff of Columbia County Timothy T. Chamberlain http://www.sheriffofcolumbiacounty.com/