

# SHERIFF'S SALE

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Wednesday, February 8th, 2012 at 09:00 A.M.

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BY VIRTUE OF WRIT OF EXECUTION NO. 2010CV1671 AND CIVIL WRIT NO. 2010CV1671 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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## TRACT NO. 1

ALL the right and title in the certain lot of land situate in the Borough of Millville, Columbia County, Pennsylvania, bounded and described as follows to wit:

BEGINNING at a corner of land owned by William Masters' Estate; THENCE north fifty-seven degrees East, eight perches to a corner on the side of State Street; THENCE by side of said Street, South twenty-four degrees East, three and fifty-five hundredths perches; THENCE by land of P.L. Eves, South sixty-one and one-half degrees West, five and fifteen hundredths perches; THENCE by the same South thirty degrees East, six-tenths of a rod; THENCE by the same, fifty-five degrees West, two and thirty-five hundredths perches; THENCE by last of the Estate of William Masters, North thirty degrees West, three and eighty-five hundredths perches to the place of beginning.

CONTAINING about twenty-seven and seven-tenths perches.

EXCEPTING AND RESERVING therefrom all that certain piece of land conveyed to Luther Baker and wife, by deed dated December 18, 1946 and recorded in Columbia County Deed Book 130 at page 118, bounded and described as follows:

BEGINNING at an iron pipe in line of other lands of the Grantor, which point is South 61 degrees 30 minutes West, 125.1 feet from a nail in the pavement on the west side State Street; THENCE by other lands of the grantees, South 30 degrees East, .6 rods to an iron pipe; THENCE by other lands of the Grantees South 55 degrees West, 2.35 rods to a point in line of lands of the Millville Community Fire Company; THENCE by the same North 30 degrees West, 20.5 feet to a point in line of other lands of the Grantors; THENCE by the same North 61 degrees 30 minutes East, 39.75 feet to the point and place of beginning.

## TRACT NO. 2

ALSO GRANTING and conveyed to the Grantees herein the following right-of-way; BEGINNING at a nail in the pavement on the west side of State Street in the Borough of Millville, Columbia County, Pennsylvania, which nail is South 24 degrees East, 3.55 perches from an angle iron corner of other lands of the Grantee; THENCE by other lands of the Grantee, South 61 degrees 30 minutes West, 176 feet; THENCE by other lands of the Grantee in a southeasterly direction 20 feet, more or less, to a point South 24 degrees East, 12 feet from the nail in the pavement above mentioned; THENCE by the western line of State Street in the Borough of Millville, North 24 degrees West, 12 feet to a point, the place of BEGINNING.

BEING THE SAME PREMISES conveyed to Dennis Stackhouse, by Deed of Travel Ports of America, Inc., a New York Corporation,

dated January 7, 1994 and recorded in the Columbia County Recorder of Deeds Office in Book 558, at Page 714.

PREMISES IMPROVED WITH A commercial building more commonly known as 32 North State street, Millville, PA.

PIN NUMBER: 24,01C-011.

PROPERTY ADDRESS: 32 North State Street, MILLVILLE, PA 17846

## **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.