

# SHERIFF'S SALE

Wednesday, November 13th, 2013 at 09:00 A.M.

BY VIRTUE OF WRIT OF EXECUTION NO. 2010CV382 AND CIVIL WRIT NO. 2010CV382 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, parcel or tract of land situate, lying and being in the Township of Locust, Columbia County, Pennsylvania, being more fully bounded and described as follows:

BEGINNING at a Mag Nail (set) in the centerline of State Route 2001 located on a bridge over what is known as "Lick Run", said nail marks the southerly most corner of the herein described Lot No. 2, said nail is also on line of lands of Arthur B. Krum, Barry L. Krum and Rictor T. Krum; thence along the centerline of said State Route 2001, through lands of Molly B. Conrad of which the herein described Lot No. 2 was a part, the following courses and distances: North 32 degrees 15 minutes 00 seconds West, 136.78 feet to a point; thence on a curve to the right having a Radius of 716.78 feet, an Arc Length Of 344.66 feet, and a Chord of North 18 degrees 26 minutes 30 seconds West, 341.34 feet to a point; and North 04 degrees 42 minutes 00 seconds East, 62.09 feet to a Mag Nail (set); thence across the easterly half of said road, through lands of Molly B. Conrad, passing through an iron pin (set) on line at a distance of 30 feet, North 82 degrees 18 minutes 05 seconds East for a total distance of 398.58 feet to an iron pin (set) near the westerly edge of Roaring Creek, said iron pin is also on line of lands of the aforesaid Arthur B. Krum, Barry L. Krum and Rictor T. Krum; thence along lands of said Krum, South 35 degrees 47 minutes 26 seconds West, 162.70 feet to a point which is 0.83 feet from an iron pin (found); thence along lands of same, South 15 degrees 02 minutes 26 seconds West, 437.73 feet to the point of BEGINNING.

The herein described Lot No. 2 contains 2.436 acres of land in all.

SUBJECT TO THE FOLLOWING:

1. The right-of-way of State Route 2001 which contains, in area, 0.436 acres.
2. Those Deed Restrictions for the Molly B. Conrad Subdivision as recorded January 13, 2004, to Columbia County Instrument No. 200400377.

The herein described Lot No. 2 is more fully shown on a Subdivision Plan prepared by Keefer and Associates, Inc., Land Surveying, Sunbury, PA, dated February 14, 2003, last revised October 7, 2003, and recorded January 13, 2004, in Columbia County Map Book a, page 508.

BEING KNOWN AS: 2201 MILL ROAD LOT 2, CATAWISSA, PENNSYLVANIA 17820

TAX I.D.#:20-06-017-07

THE IMPROVEMENTS THEREON ARE: RESIDENTIAL DWELLING

BEING THE SAME PREMISES WHICH MOLLY B. CONRAD, UNMARRIED by deed dated September 26, 2005 and recorded January 4, 2006 in the office of the Recorder in and for Columbia County in Deed Book Instrument #200600112, granted and conveyed to David A. Eck and Michelle L. Eck.

PROPERTY ADDRESS: 2201 MILL ROAD LOT 2, CATAWISSA, PA 17820

UPI / TAX PARCEL NUMBER: 20-06-017-07

## **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.