

# 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. 2011CV1498 AND CIVIL WRIT NO. 2011CV1498 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 THE SURFACE of all that certain part of a lot or piece of ground situate on the westerly side of Centre Street, Montana, now called Aristes, Conyngham Township, Columbia County, Pennsylvania, containing in front or width on the westerly side of said Centre Street, 13 feet 6 inches, and extending back westwardly at right angles with Centre Street, 140 feet in length or depth to a 20 foot wide alley. BEING a part of that same lot known and numbered on the map or plan of said Montana, as laid out by the Coal Ridge Improvement and Coal Company, as Lot Number 4 in Block Number 18. Bounded as follows: On the north by the remaining part of Lot Number 4, in same block; on the east by Centre Street aforesaid; on the south by Lot Number 5, same block, and on the west by the 20 foot wide alley, aforesaid.

PARCEL NO. 14-10C-013-00, 000 AND

ALL that certain piece or parcel of ground situate in the Village of Aristes, Conyngham Township, Columbia County, Pennsylvania, known as 626 Main Street, Aristes, Pennsylvania and as more particularly bounded and described as follows:-

ALL THAT CERTAIN piece, parcel or tract of land situate on the westerly side of Centre Street, in the Village of Aristes, Conyngham Township, Columbia County, Pennsylvania, Containing in front or width on the westerly side of Centre Street fourteen (14) feet, six (6) inches, and extending back westerly at right angles with said Centre Street one hundred forty (140) feet in length or depth to a

twenty (20) foot wide alley. Bounded on the north by property now or formerly of Harvey W. Weller; on the east by Centre Street; south by the northern portion of said lot now or formerly of George Tyson and on the west by an alley, and being the northerly portion of lot Numbered four (4), in Block numbered Eighteen (18) and being the northern fourteen (14) feet, six (6) inches of said lot, and is commencing at a point at the center of the double frame dwelling erected upon the above described land, and running northwardly from said center of said house for a distance of fourteen (14) feet and six (6) inches.

PARCEL NO. 14-10C-014-00, 000

BEING KNOWN AS: 624-626 MAIN STREET, ARISTES, PENNSYLVANIA 17920

THE IMPROVEMENTS THEREON ARE: LOT

BEING THE SAME PREMISES WHICH PATRICK J. FLETCHER AND DIANE C. FLETCHER by deed dated November 28, 2006 and recorded December 4, 2006 in the office of the Recorder in and for Columbia County in Deed Book Instrument No. 200612700,

granted and conveyed to Joseph J. Brennan.

PROPERTY ADDRESS: 624-626 MAIN STREET, ARISTES, PA 17920

UPI / TAX PARCEL NUMBER: 14-10C-014

## **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.