

# 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. 2011CV1069 AND CIVIL WRIT NO. 2011CV1069 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 THOSE CERTAIN lots, pieces or parcels of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

PARCEL NO. 1: BEGINNING at a point on the northeasterly side of Second Avenue, said point being 316.91 feet south 64 degrees 53 minutes east from the intersection of the southerly side of Third Avenue and the northeasterly side of Second Avenue; thence north 25 degrees 07 minutes east 150 feet to a point; thence south 64 degrees 53 minutes east 100 feet to a point; thence south 25 degrees 07 minutes west 150 feet to the northeasterly side of Second Avenue; thence along the northeasterly side of Second Avenue north 64 degrees 53 minutes west 100 feet to the place of beginning. CONTAINING 15,000 square feet of land in accordance with draft designated as 'Briar Crest-Briar Creek Township, Columbia Co., Property of E. J. Eshleman, Scale 1 in. = 100 ft. July 6, 1957.

PARCEL NO. 2: BEGINNING at a point on the southerly side of Third Avenue, said point of beginning being located north 83 degrees 55 minutes east a distance of 351.97 feet from the point of intersection of the south line of Third Avenue with the northerly line of Second Avenue; thence along the south line of Third Avenue north 83 degrees 55 minutes east 167.66 feet to a point; thence south 01 degree 00 minutes east 132.71 feet to a point on the northerly line of the third lot described herein; thence north 64 degrees 53 minutes east along the northerly line of the first and third lots described herein 185.99 feet to a point; thence north 01 degree 00 minutes west 36 feet to the southerly side of Third Avenue, the place of beginning.

PARCEL NO. 3: BEGINNING at a point on the northerly side of Second Avenue, which point is south 64 degrees 53 minutes east a distance of 416.91 feet from the point of intersection of the southerly side of Third Avenue and the northerly side of Second Avenue; thence north 25 degrees 07 minutes east along the easterly line of the first lot described herein 150 feet to the southerly line of second lot described herein; thence south 64 degrees 53 minutes east along the southerly line of the second lot described herein 100 feet; thence south 25 degrees 07 minutes west 150 feet to a point on the northerly side of Second Avenue; thence along the northerly side of Second Avenue 64 degrees 53 minutes west 100 feet to the place of beginning.

SUBJECT, however, to a covenant and restriction which shall be a real covenant running with the land, binding upon grantees, their successors and assigns, and enforceable by grantor, his successors and assigns, for a term of ten (10) years from the date hereof, that any dwelling house or other building erected on the premises described herein shall be constructed so that electric energy supplied by the electric public utility which serves customers generally in Briar Creek Township, Columbia County, Pennsylvania, will be the sole source of energy for cooking, water and space heating and the operation of all other household and commercial appliances.

SUBJECT also to the restrictions, reservations, qualifications and provisions of record.

TITLE TO SAID PREMISES IS VESTED IN Donna J. Harding and Tyler W. Harding, her husband, by Deed from Gerald F. Owens, unmarried, dated 01/26/1995, recorded 02/02/1995 in Book 589, Page 677.

Premises being: 62 2ND AVENUE, BERWICK, PA 18603-5724  
Tax Parcel # 07-01A-051-01

PROPERTY ADDRESS: 62 2ND AVENUE, BERWICK, PA 18603  
UPI / TAX PARCEL NUMBER: 07-01A-051-01

## **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.