

SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)
No. 11213/2021

Issued out of the Court of Common Pleas of Luzerne County, Pennsylvania and to me directed, I will expose the following described property at public sale at the Luzerne County Courthouse in the City of Wilkes-Barre County of Luzerne, Commonwealth of Pennsylvania on:

AT 10:30 O'CLOCK A.M.

All parties in interest and claimants are further notified that a proposed schedule of distribution will be on file in the Sheriff's Office no later than thirty (30) days after the date of the sale of any property sold hereunder, and distribution of the proceeds will be made in accordance with the schedule ten (10) days after said filing, unless exceptions are filed with the Sheriff's Office prior thereto.

ALL that certain lot, piece or parcel of land situate in the City of Wilkes-Barre, County of Luzerne and Commonwealth of Pennsylvania, more particularly bounded and described as follows to wit:

Lot No. 85 - Parsons Manor Development

BEGINNING at a point in the northeasterly right-of-way line of Brader Drive, formerly Delta Drive, said point being further described as the common front corner of Lots 83 and No. 85 of the Parsons Manor Development of the Redevelopment Authority of the City of Wilkes-Barre.

THENCE along said right-of-way line North 50 degrees 02 minutes West (N 50° 02' W) seventy and no hundredths feet (70.00') to the common front corner of Lots 85 and No. 87;

THENCE along the dividing line between Lots 85 and No. 87 North 39 degrees 58 minutes East (N 39° 58' E) one hundred ten and no hundredths feet (110.00') to a corner;

THENCE along the line of undeveloped land South 50 degrees 02 minutes East (S 50° 02' E) seventy and no hundredths feet (70.00') to a corner;

THENCE along the dividing line between Lots 85 and No. 83 South 39 degrees 58 minutes West (S 39° 58' W) one hundred ten and no hundredths feet (110.00') to the point of beginning.

CONTAINING 7,700 square feet and being Lot No. 85 of the Parsons Manor Development of the Redevelopment Authority of the City of Wilkes-Barre.

BEING a portion of lands quitclaimed to the Grantor herein by deed dated June 4, 1969, and recorded in Luzerne County Deed Book 1670, page 8, or conveyed to the Grantor herein by deed dated January 9, 1974, and recorded in Luzerne County Deed Book 1809, page 560, or portion of both.

SUBJECT to all exceptions, reservations and conditions as contained in the chain of title, and the following:

- a. Devote the property to and only to and in accordance with the applicable building codes and ordinances of the governmental unit in which it is located.
- b. Construct no dwelling unit less than 1,200 square feet of gross living area.
- c. Not discriminate upon the basis of race, color, religion, age, sex or national origin, in the sale, lease, or rental, or in the use or occupancy of the property or any improvements located or to be located or erected thereon.

- d. Shall construct only those dwelling units which are suitable to the particular topography of the lot being purchased. In this respect, no inordinant amount of fill shall be placed on the property which would restrict, alter, or in any way change the normal water runoff characteristics of the lot following completion of public improvements by the Redevelopment Authority.
- e. To provide, concurrently with plans for the proposed improvements, a landscape plan showing a minimum of one deciduous tree such as maple, oak, etc., located in this area. The planting of evergreens is discouraged by the Authority. Other planting is at the option of the developer, however, will be subject to final approval by the Authority before construction is permitted.
- f. The developer shall erect no fence or case to be erected any grouping of vegetation along property boundary lines which shall exceed four and one-half (4 1/2) feet in height, except where such fencing or screening is required under Federal, State or local laws to limit access to a potential safety hazard such as a swimming pool, etc.
- g. A dust-free surface course, macadam in nature, shall be installed in all areas of the parcel used for driveway or surface parking. Areas not devoted to such use shall be appropriately landscaped as noted in Item e.
- h. The Redeveloper, for itself, its successors; and assigns; agrees that the parcel and the improvements developed thereon will be maintained in such manner and in such condition as to assure its continuance as a desirable development for the contemplated improvements and other improvements set forth in the Development Plan and will remove and keep out the elements of blight, lack of adequate planning, defective designs and arrangement of buildings, and economically and socially undesirable land uses, and will provide and enforce adequate safeguards to assure such maintenance.
- i. The property owner shall maintain the property and improvements in a neat, clean and safe manner, including, but not limited to, proper maintenance of sidewalks, lawns and other planted areas as periodic repair or refinishing of the improvements so as not to detract from surrounding properties.
- j. The Redevelopment Authority and its heirs and assigns shall finally approve all plans for the construction of improvements and landscaping for the lots in the Parsons Manor Development. Specific regard shall be given to compatibility of construction and architecture with that already existing and compatibility of dwelling units relative to topographic conditions in the area being developed.

In the event of a default or inaction by the Grantees to the above paragraphs, the Grantor, in its option, may declare a termination in favor of the Grantor of the title. If said title is reinvested in the Grantor pursuant to this paragraph, the full purchase price minus all expenses of reinvesting shall be returned to the Grantees after the property is resold. It is intended that this Agreement is a covenant running with the land and shall bind transferees and assignees of the Grantees.

BEING THE SAME PREMISES which Redevelopment Authority of The City of Wilkes-Barre, A Public Body Corporate by deed dated February 15, 1978 and recorded on February 15, 1978 at book number 1948 and page number 1192 in the office of the recorder of deeds of Luzerne County, Pennsylvania granted and conveyed unto Leonard R. Michalski and Donna J. Michalski, his wife in fee.

AND THE SAID Donna J. Michalski departed this life on or about March 4, 2014 thereby vesting title unto Leonard R. Michalski in fee.

AND THE SAID Leonard R. Michalski departed this life on or about April 20, 2020 thereby vesting title unto Gretchen Michalski, and Lenn Michalski, known heirs of Leonard Michalski, deceased and any unknown heirs of Leonard Michalski, deceased.

PROPERTY ADDRESS: 76 BRADER DR, WILKES BARRE, PA 18705

UPI / TAX PARCEL NUMBER: 72-h10ne2-014-025-000

Seized and taken into execution to be sold as the property of MICHALSKI, GRETCHEN, KNOWN HEIR OF LEONARD R. MICHALSKI, DECEASED, MICHALSKI, LENN, KNOWN HEIR OF LEONARD R. MICHALSKI, DECEASED AND UNKNOWN HEIRS, SUCCESSORS, ASSIGNS AND ALL PERSONS, FIRMS OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER LEONARD R MICHALSKI, DECEASED in suit of LONGBRIDGE FINANCIAL, LLC.

Attorney for the Plaintiff:
LOGS LEGAL GROUP LLC
WAYNE, PA 610-278-6800

BRIAN M. SZUMSKI, Sheriff
LUZERNE COUNTY, Pennsylvania