

SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)
No. 2023-30160

Issued out of the Court of Common Pleas of Butler County, Pennsylvania and to me directed, I will expose the following described property at public sale at the Government Center in the Butler of Butler County of Butler, Commonwealth of Pennsylvania on:

FRIDAY, MAY 17, 2024
AT 11:00 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.

PARCEL NO.1:

ALL those certain lots or pieces of land situate in the Borough of Harmony, Butler County, Pennsylvania, and being Lots 51 and 52 in the Harmony Commons Plan of Lots, recorded in said County in Plan Book Volume A, Page 74 and lots lying together and being together bounded and described as follows:

COMMENCING at a point on the western side of South Liberty Street, said point being 85.90 feet southwardly from the southwest corner of Clyde Street and South Liberty Street; thence along the western side of South Liberty Street in a southerly direction for a distance of 80 feet to a point on the line dividing Lots 50 and 51, said plan; thence South 84° 06' West, for a distance of 100 feet to a point on the eastern side of Charles Street; thence along the eastern side of Charles Street in a northerly direction for a distance of 80 feet to a point on the line of dividing Lots 52 and 53, said plan; thence North 84° 06' East, for a distance of 100 feet to a point on the western side of South Liberty Street, the place of beginning.

KNOWN as Map and Parcel No. 420 S1 G51.

SUBJECT to the reservation that no structures shall be erected, altered, placed or permitted to remain on above lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than 2 cars.

No building shall be located nearer to the front lot line or nearer to the side streets than the building setback line on the recorded plot. No building shall be located nearer than 5 feet to any side lot line except that the side line restrictions shall not apply to a detached garage or other outbuilding located 75 feet or more from the front line.

No building shall be located nearer than 20 feet to the front lot line or nearer than 5 feet to any side street line.

No residential structure shall be erected or placed on the within described lot if it has an area of less than 4000 square feet or a width of less than 40 feet at the front building setback line.

No noxious or offensive trade or activity shall be carried on upon the above lot or shall anything be done which may become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack or garage barn or other out-building erected thereon shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No dwelling costing less than \$3500.00 shall be permitted on the above described lot. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 650 square feet in the case of a one-story structure, nor less than 480 square feet in the case of a one and one-half, two or two and one-half story structure.

These covenants are to run with the land and shall be binding on all parties and all parties claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless, by a vote of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning real property situate in the same development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

BEING KNOWN AS: 218 N CHARLES ST ZELIENOPLE, PA 16063

PROPERTY ID: 420-SI-GS1

TITLE TO SAID PREMISES IS VESTED IN EDWARD M. THOMAS, A SINGLE MAN BY DEED FROM EDWARD M. THOMAS, A SINGLE MAN DATED 03/13/2015 RECORDED 03/20/2015 INSTRUMENT NO. 201503200005673.

PROPERTY ADDRESS: 218 N CHARLES STREET, ZELIENOPLE, PA 16063

UPI / TAX PARCEL NUMBER: 420-S1-G51

Seized and taken into execution to be sold as the property of JAMES P THOMAS, IN HIS CAPACITY AS HEIR OF EDWARD M. THOMAS, STEVEN THOMAS, IN HIS CAPACITY AS HEIR OF EDWARD M. THOMAS, MICHAEL THOMAS, IN HIS CAPACITY AS HEIR OF EDWARD M. THOMAS, UNKNOWN HEIRS, SUCCESSORS, ASSIGNS, AND ALL PERSONS, FIRMS, OR ASSOCIATION CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER EDWARD M. THOMAS, JAMES P. THOMAS, IN HIS CAPACITY AS HEIR OF EDWARD M. THOMAS in suit of PHH MORTGAGE CORPORATION.

TERMS OF SALE: As soon as the property is sold to a third party purchaser, ten percent (10%) of the purchased price shall be paid to the SHERIFF, otherwise the sale is considered null and void, and the property will be resold. The remainder of the unpaid balance is to be paid within Three (3) days, otherwise all money previously paid will be forfeited and the property will be resold at risk of the original bidder.