

# SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)  
No. 24-1656

Issued out of the Court of Common Pleas of Centre County, Pennsylvania and to me directed, I will expose the following described property at public sale at the 3rd Floor, Court House Annex in the Town of Bellefonte County of Centre, Commonwealth of Pennsylvania on:

THURSDAY, JULY 10, 2025  
AT 10:00 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 ten (10) 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.

## LEGAL DESCRIPTION

ALL that certain tract of land situated in College Township, Centre County, Pennsylvania, being Lot No. 78 of the "Mount Nittany Terrace Subdivision - Section III" as shown on the plan prepared by Uni-Tec, Inc., State College, Pennsylvania, as recorded in Centre County Plat Book 29, on Page 48, and which is bounded and described as follows:

BEGINNING at an iron pin in the southerly corner of Lot No. 79 and the northerly right-of-way line of First Avenue; Thence along said right-of-way line South 54° 54' 32" West 80.00 feet to an iron pin, being the easterly corner of Lot NO. 77; Thence along Lot No. 77 North 35° 05' 28" West 128.90 feet to an iron pin. being in the southerly line of lands owned now or formerly by Centre Concrete Company (Deed Book 241, page 396); Thence along Centre Concrete Company North 62° 50' 00" East 80.77 feet to an iron pin, being the westerly corner of Lot No. 79; and Thence along Lot No. 79 South 35° 05' 28" East 117.76 feet to an iron pin, being the place of beginning.

CONTAINING 9,866 square feet, being 0.23 acres.

UNDER AND SUBJECT, HOWEVER, to a 7.50 feet wide utilities easement along the southerly lot line and a 15 feet wide drainage easement along the northerly lot line.

AND IS FURTHER UNDER AND SUBJECT to the following easements, restrictions and conditions which shall be construed as covenants running with the land, and the Grantee herein, by the acceptance of this deed agrees on behalf of herself and her heirs and assigns, that she will be bound thereby:

- 1.This lot shall be used for residential purposes only.
- 2.No building shall be erected, altered or permitted on this lot other than one (1) detached dwelling not to exceed 2-1/2 stories in height and a private garage for not more than three (3) motor vehicles.
- 3.This lot shall not be re-subdivided into lots without the written consent of John Jr. (MITCHELL), or his heirs, executors, successors, assigns or designee(s). two (2) or more H. Mitchell, administrators,
- 4.No dwelling shall be erected or placed on this lot closer than twenty (20) feet to the front property line, nor nearer than ten (10) feet to the side property line.
- 5.No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or similar building shall be used as a dwelling on this lot at any time; and no satellite or other electronic device shall be mounted on the roof without the approval of MITCHELL, or his heirs, executors, administrators, successors, assigns or designee(s).
- 6.There shall be no reptile or wild animal, or any hog pen(s), cattle pen(s) or other offensive enclosures, erected upon, permitted, or maintained on said premises, and the keeping of livestock on any portion of this lot is forbidden.
- 7.No dwelling or other structure shall be constructed on this lot until the plans and specifications for the same and the appearance thereof shall have been approved by MITCHELL, his heirs, executors, administrators, successors, assigns or designee(s). Any such approval shall be evidenced in writing. Grantee, by the acceptance of this deed, agrees to furnish to the said MITCHELL, his heirs, executors, administrators, successors, assigns or designee(s), a complete set of plans and specifications, prior to building on said lot, including also landscaping plans, and agrees that no change shall be made in said plans and specifications without the written consent of the said MITCHELL, his heirs, executors, administrators, successors, assigns or designee(s). All plans and specifications shall be reasonable and in keeping with other houses and other structures in the area.
- 8.The Grantee herein, her heirs, personal representatives, successors and assigns, assume and agree to pay promptly any and all municipal assessments for street, water or sewer, which may be levied or assessed against the above-described premises by any municipal authority or municipal entities having jurisdiction.
- 9.Each residence must provide for off-the-street parking with a paved driveway. Each building shall be provided with gutters and downspouts, and all roof water shall drain to underground sumps.

10.No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign having an area of not more than one square foot and one (1) sign having an area of not more than five (5) square feet advertising the property for sale or rent.

11.The parkway area between the curb line of any street abutting on this lot and the adjacent lot line of the Grantee herein shall be planted and kept in grass comparable to the grass lawn on the lot and no plantings shall be made or any mailbox or other structure erected on said parkway area without written permission having first been secured from the said MITCHELL, or his heirs, executors, administrators, successors, assigns or designee(s).

12.At the time that building improvements are erected on the premises and before occupancy thereof, Grantee and subsequent owners of the subject lot will provide and thereafter maintain at their expense a post light of 100-watt mercury vapor, or approved equal, with automatic dusk-to-dawn switches.

13.The ground floor living area of the main structure, exclusive of one-story open porches and garage, shall be not less than 1000 square feet for a one-story dwelling, nor shall such ground floor living area be less than 850 square feet for a dwelling of more than one-story. For a main structure with a split level entrance, the square feet for the ground floor shall be determined by adding together the square feet for both of the split level floors.

14.The foregoing conditions, covenants and restrictions shall cease and automatically end so that the above premises shall be free and forever discharged therefrom twenty (20) years from the date hereof.

15.It is agreed between the parties hereto that the Grantee and subsequent owners of the subject lot are to be responsible for any new corner pins that are required at any time in the future to be placed on said lot.

16.Any exposed exterior cement blocks must be covered with stucco or other approved surface covering such as brick.

17.As used in this Deed, the singular may include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

18.Invalidated of any one of these covenants, conditions and restrictions, whether by judgment or court order, shall not affect any of the remaining provisions, which shall remain in full force and effect.

19.The provisions herein contained shall bind all parties hereto and future owners of the subject Lot as indicated and shall be enforceable at law and equity by John H. Mitchell, Jr., his heirs, executors, administrators, successors, designee(s) and assigns, or by the Grantee of any lot in this development. Failure by John H. Mitchell, Jr., his heirs, executors, administrators, successors, designee(s) or assigns, or any Grantee to enforce any restrictions, conditions and covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not subject John H. Mitchell, Jr., his heirs, executors, administrators, successors, designee(s) or assigns or any such Grantee to any liability for failure to enforce.

Being the same premises which John H. Mitchell, Jr., by Deed dated 04/22/2003 and recorded 05/05/2003, in the Office of the Recorder of Deeds in and for the County of Centre, in Deed Book R-01517, Page 708, granted and conveyed unto Courtemanche Angela, in fee.

Tax Parcel: 19-022-104-0000

Premises Being: 250 First Avenue, Lemont, PA 16851

PROPERTY ADDRESS: 250 FIRST AVENUE, LEMONT, PA 16851

UPI / TAX PARCEL NUMBER: 19-022-,104-,0000-;DETACH;VINYL;5BDR;2ST;1990

Seized and taken into execution to be sold as the property of ANGELA M TOCCKET AKA ANGELA MARIE TOCCKET AKA ANGELA COURTMANCHE in suit of NEW RESIDENTIAL MORTGAGE LOAN TRUST 2015-2.

TERMS OF SALE: 20% DOWN AND BALANCE IN 10 DAYS