

SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)
No. 25-2398

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:

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 situate in the Township of Spring, County of Centre, State of Pennsylvania, being Lot #47 as shown on the Final Plan for Section 2 of the Pleasant Hills Subdivision by Uni-Tec, Inc., State College, PA, and recorded in Plat Book 33, Page 106, more fully bounded and described as follows, to-wit:

BEGINNING at an iron pin lying in the easterly right-of-way line of Vanessa Drive, and being a southerly line of Section 7; thence along Section 7, South 85° 30' 43" East, 135.00 feet to an iron pin lying in the westerly line of Section 6; thence along Section 6, South 0° 28' 31" West, 5.36 feet to an iron pin, being an easterly corner of Lot #46; thence along Lot #46, South 63° 07' 24" West, 120.00 feet to an iron pin lying in the easterly right-of-way line of North Vanessa Drive; thence along said right-of-way, North 26° 52' 36" West, 12.00 feet to an iron pin; thence continuing along said right-of-way along a curve to the right, having a chord bearing of North 11° 11' 40" West, a chord distance of 111.59 feet, a radius of 206.42 feet, and an arc distance of 113.00 feet to an iron pin, being the place of beginning.

CONTAINING 0.267 acre.

UNDER AND SUBJECT to a 10 foot general public and utility easement along the right-of-way of North Vanessa Drive.

BEING a portion of a larger tract of land which became vested in the Grantor herein by deed from Helen W. Daye, dated May 29, 1982 and recorded in Centre County Deed Book 308, Page 1085.

This conveyance is made UNDER AND SUBJECT to the following easements, restrictions and conditions as shall be construed as covenants running with the land, and the Grantees herein, their administrators and assigns, that they be bound hereby:

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 two (2) cars.
3. This lot shall not be subdivided.
4. No dwelling shall be erected or placed on this lot closer than 35 feet in the front property line, nor nearer than 10 feet on 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.
6. There shall be no hog pen, dog pen, cattle pen or other offensive enclosure erected upon or maintained on said premises and the keeping of livestock on any portion of this lot is forbidden.
7. No dwelling shall be constructed on this lot until the plans for the same and the appearance thereof shall have been approved by the Grantors, their heirs, executors, administrators, successors or assigns. Such approval shall be evidenced in writing. Grantees, by the acceptance of this deed, agree to furnish to the Grantors a set of plans and specifications when prepared prior to building on said lot; and agree that no change shall be made in said plans and specifications without the written consent of the Grantors, their heirs, executors, administrators, successors or assigns, the same to be reasonable and in keeping with other houses in the area.
8. The Grantees herein, their heirs and assigns, assume and agree to pay any and all assessments for street, water, or sewer, which may be levied and assessed against the above described premises by any municipal authority or municipal subdivision having jurisdiction.
9. The Grantees herein, their heirs and assigns agree to provide for off-the-street parking and to provide a paved driveway within one (1) year of the date hereof. Each building shall be provided with gutters and downspouts, and all roof water shall drain to underground sumps.
10. The Grantors shall have the right, if they shall so elect within five (5) years after the date hereof, and if no residence has been started and substantially completed on the subject lot, to repurchase such lot for the price at which it was originally sold to Grantees herein. In the event that Municipal or water improvements of any sort shall have been made to the premises after the date hereof by Grantees, their heirs or assigns, the reconveyance by the Grantees, their heirs or assigns shall be made subject to the cost or lien of such improvements and they shall be reimbursed by Grantors for any such improvements which they shall have made.
11. 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.

12. The parkway area between the curb line of any street abutting on this lot and the adjacent lot line of the Grantees herein shall be planted and kept in grass comparable with 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 Grantors herein, their heirs, executors, administrators, successors, or assigns.

13. At the time that building improvements are erected on the premises and before occupancy thereof, Grantees will provide at their expense a post light of 100-watt out-put, switches. The light shall be located adjacent to the driveway and approximately 10 feet from the public right-of-way.

14. The ground floor living area of the main structure, exclusive of one story open porches and garage, shall be not less than 900 square feet for a one-story dwelling, nor shall such ground floor living area be less than 750 square feet for a dwelling of more than one-story.

15. It is agreed between the parties hereto that the Grantees are to be responsible for any new corner pins that are required to be placed on the subject premises.

16. Homeowner may use the 10 foot general public utility easements for ornamental planting purposes but will do so at their own risk.

17. Homeowners shall be responsible for maintenance of all lawn and landscaping from curb line.

18. All fences and ornamental improvements erected on public or private property must first be reviewed and approved by the Homeowner's Association.

19. All common open space, including tot-lot and walkways, will be maintained by the Homeowner's Association.

20. The foregoing conditions, covenants and restrictions shall cease and automatically determine so that the above premises shall be free and forever discharged therefrom on February 1, 2004.

21. It is further understood and agreed by the parties hereto that if and when requested by Grantors or their assigns, Grantees agree for themselves, their successors and assigns to become members and obligors of any Homeowners' Association or similar entity which may hereafter be established to develop, construct, maintain, repair, replace, control or operate the open space, recreational area, retention basin, and storm water facilities in Pleasant Hills PRD, Spring Township, Centre County, Pennsylvania.

BEING KNOWN AS: 208 N VANESSA DRIVE, PLEASANT GAP, PA 16823

PROPERTY ID: 13-005B,047-,00000

TITLE TO SAID PREMISES IS VESTED IN JOHN W. RIPKA, JR. AND LINNEA G. RIPKA, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES BY DEED FROM S AND A CUSTOM BUILT HOMES, INC., A PENNSYLVANIA CORPORATION, DATED JULY 6, 1987 RECORDED JULY 6, 1987 IN BOOK NO. 455, AT PAGE 176

PROPERTY ADDRESS: 208 N VANESSA DR, PLEASANT GAP, PA 16823

UPI / TAX PARCEL NUMBER: 13-005B,047-,0000-;DETACH;VINYL;3BDR;BI-LEVEL;1988

Seized and taken into execution to be sold as the property of LINNEA G RIPKA AND JOHN W RIPKA, JR in suit of U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST, C/O SELENE FINACE LP.

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

Attorney for the Plaintiff:
RAS CITRON LAW OFFICES
MT LAUREL, NJ

BRYAN SAMPSEL, Sheriff
CENTRE COUNTY, Pennsylvania