

MEMORANDUM OF SALE
PROPERTY ADDRESS

I/We

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(hereinafter referred to as the “Buyer”), hereby acknowledge that I/we have agreed to purchase at a Public Auction Sale, held on **November 6th, 2008** from the duly appointed Tax Title Custodian for the **Town of Monson**, Massachusetts, (hereinafter referred to as the “Seller”), the real estate described as

PROPERTY DESCRIPTION AS APPEARS IN TAKING

for the sum of \$ _____ (_____) **DOLLARS.**

The Buyer hereby agrees to comply with all terms of the sale as stated in this Memorandum of Sale. With Buyer’s execution of this agreement, Buyer has paid to the Seller the sum of **ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00)** as a non-refundable deposit. Said sum shall be forfeited to the Seller in the event that the Buyer fails to comply with any terms of the sale as stated in this Memorandum of Sale.

Notwithstanding, said forfeiture shall not relieve the Buyer of his/her/their liability under this contract. If the Seller shall fail to fulfill any requirement of the agreement contained herein, the deposit shall be returned to the Buyer and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. The Seller also reserves the right to convey the premises to the second highest bidder if the buyer fails to comply with the terms of the sale.

Said real estate will be conveyed by a Treasurer’s Deed prepared and recorded by the Seller upon payment to Seller of the balance of the purchase price in cash, certified check or bank check. Said payment shall be delivered to Town Treasurer no later than **2:00 PM. on Friday, December 5th**. If said balance is not paid as stated herein the Buyer hereby agrees that said nonrefundable deposit shall be retained by the Seller as liquidated damages and all obligations of the Seller as set forth herein shall cease to exist.

In Consideration for such Deed and conveyance, the BUYER is to pay the sum of:

- High Bid of \$ _____

less nonrefundable deposit of \$1,500.00.

\$ _____

- A fee of **\$125.00** to record the deed.

\$ 125.00

- Pro Forma Real Estate Taxes for Fiscal Year 2009 as per MGL Chapter 44, Section 63A.

\$ _____

BALANCE DUE AT CLOSING

\$ _____

The Buyer also agrees to execute a statement under Massachusetts General Laws Chapter 7 Section 40J, disclosing whether or not he/she/they hold(s) an elected public office in the Commonwealth and whether or not he/she/they is/are an employee of the Division of Capital Asset Management and Maintenance, and to execute an affidavit under the provisions of Massachusetts General Laws Chapter 60 Section 77B as amended by Chapter 803 of the Acts of 1986 in which he/she/they make(s) an oath stating that he/she/they has/have never been convicted of the crime of arson or of aiding in the commission of the crime of arson or the fraudulent filing of a claim for fire insurance and is/are not delinquent in the payment of real estate taxes to the Town of Monson.

No representations or warranties of any kind regarding the existence and/or absence of any hazardous material, including but not limited to lead paint or asbestos in or on the premises is made, which materials, if any, may be subject to the provisions of Massachusetts General Law Chapter 21E or Massachusetts General Laws Chapter 111 Section 190-199 and/or any regulations promulgated there under.

The Buyer acknowledges that he/she/they is/are aware that the property is being sold **“AS IS”** and further acknowledge(s) that no representations or warranties of any kind regarding the property have been made by the Seller or Auctioneer including condition of the premises, compliance with environmental laws and regulations, compliance with state or local building and housing codes, regulations or ordinances.

The Buyer is acquiring the property based solely on his/her/their independent investigation and inspection of the property, and not in reliance on any information, whether verbal or written, supplied or provided by the Seller, Auctioneer or any representative of the Seller. The premises will be sold subject

to and with the benefit of all restrictions, easements and improvements of record.

If a material defect in the recorded title shall be claimed by the Buyer, the Buyer shall notify the Seller in writing at least ten (10) days prior to the date for the delivery of the deed stated above and the Seller shall be entitled to elect to either terminate this agreement or use thirty (30) days from the date of notice thereof to perfect said title. If the Seller elects to perfect title, but is unable to clear the record title or to make conveyance as above stipulated, the deposit made hereunder shall be refunded to the Buyer and all obligations of all the parties hereto shall cease and be null and void. Buyer's sole recourse in the event of the Seller's failure to deliver title as required herein is the return of the deposit.

The acceptance of the deed by the Buyer or nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed of Seller.

The Custodian/Auctioneer reserves the right to accept or reject any and all bids.

The Buyer and Seller do hereby acknowledge that they have read the foregoing and understand and agree to the terms and conditions as set forth herein and they further acknowledge receipt of a copy of these terms and conditions.

Witnessed By:

Buyer

Buyer

Date:

Custodian, Christina Pedro