

## **REPOSITORY SALE CONDITIONS**

Repository Sales are held on properties that are not purchased at the Judicial Sale. These properties are sold with the written consent of all the taxing districts where the properties are located at the minimum bid set by the Bureau, free and clear of all tax and municipal claims, mortgages, liens, charges and estates of whatsoever kind, except ground rents separately taxed and the current year real estate taxes.

1. The Tax Claim Bureau acting as an agent of each taxing municipality on which taxes are unpaid is selling the taxable interest of the owner. It makes no guaranty or warranty whatsoever as to the existence or condition of the property, accuracy of ownership, size, boundaries, locations, existence of structures or lack thereof, liens, titles, occupancy, possession, or any other matter whatsoever affecting the property. It has attempted to comply with all statutory rules regarding notice, and retains records of such notices in its archive for public inspection, but makes no guaranties or warranties whatsoever.
2. Repository Sales are initiated by submitting a bid in writing along with payment of the bid price to the Bureau. Payment must be made by cash in the form of currency of the United States, certified check, cashier's check, or money order payable to County of Cumberland. The bid must be at least equal to the minimum bid required by the Tax Claim Bureau.
3. When the Bureau receives a bid, the repository list will be posted that a bid has been received and that the bidding will close within thirty days. At the end of the thirty day period, the Bureau will approve the highest bid. All bidders will be notified if their bids are accepted or rejected.
4. If the bid is accepted, In addition to the bid price, the purchaser will be required to pay the costs of recording the deed and the applicable realty transfer taxes of 2% of the fair market value. For realty transfer taxes, fair market value is established by multiplying the current assessment of the property by the common level ratio factor for the year. Mobile home purchasers are not required to pay realty transfer taxes, just a recording fee.
5. Pursuant to 72 P.S. §5860.619a, the bidder is also required to submit an affidavit, along with photo identification, swearing that he, she or the entity that they represent is not delinquent in paying real estate taxes to any of the taxing districts where the property subject to this sale is located and that there are no municipal utility bills that are more than one year outstanding. Affidavits are available in the Tax Claim Bureau office or on the Tax Claim Bureau website under the Repository Sale link.
6. If the bid is rejected, all bid money will be returned to the bidder. If the bidder rescinds their bid, the Bureau will retain a ten percent administration fee.
7. The Tax Claim Bureau will record a deed to the purchaser or purchaser's nominee, after which the deed will be mailed to the address given by the purchaser. Or in the case of a mobile home, a bill of sale will be provided in the name of the purchaser or purchaser's nominee, and copy of the bill of sale will be mailed to the address given by the purchaser, and the purchaser will be responsible for transfer of the mobile home title with the PA Department of Motor Vehicles. The purchaser is solely responsible for resolving any problems or difficulties in obtaining possession of the property.
8. All sales shall be made under these conditions and will be final. No adjustments will be made after the property is sold. If any problem of possession of the premises arises after purchase, it shall be the responsibility of the purchaser to resolve the same. The sale does not purport to convey personal property which may be on the premises.
9. It is strongly urged that the prospective purchasers have examination made of the title to any property which they may be interested. Every reasonable effort has been made to keep the proceedings free from error. However, in every case, the Tax Claim Bureau sale and conveyance is without guarantee or warranty, whatsoever, either as to existence, correctness of ownership, size, boundaries, location, structures or lack of structures upon the land, liens, titles, or any other matter or thing whatsoever. All sales will be made under these conditions and will be final. No adjustments will be made after the property is sold.

**ALL PROPERTIES SOLD AT THIS CUMBERLAND COUNTY TAX CLAIM BUREAU UPSET SALE ARE UNDER THE RULE**

OF CAVEAT EMPTOR, OR LET THE BUYER BEWARE, AND ALL BIDDERS ARE ACCORDINGLY HEREBY SO NOTIFIED.