

# AFFIDAVIT OF BIDDER PERRY COUNTY TAX SALE

I, \_\_\_\_\_, \_\_\_\_\_  
Signature Print Name

Having been duly sworn according to law depose and say as follows:

1. I am an adult citizen of the United States of America and am a bidder at the Tax Sale conducted by the Perry County Tax Claim Bureau.
2. I hereby certify that I am not in violation of 72 P.S. §5860.618, §5860.619 and §5860.619a, copies of which are attached hereto and incorporated herein by reference thereto.
3. I acknowledge, that as a prospective purchaser, I have had the opportunity to have an examination made of the title to any property in which I may be interested. Every reasonable effort has been made to keep the proceedings free from error. However, in every case, the Tax Claim Bureau is selling the taxable interest and the property is offered for sale by the Tax Claim Bureau without any guarantee or warranty whatever, either as to structures or lack of structures upon the land, liens, title or any other matter.
4. Pursuant to Section 601(d) of the Real Estate Tax Sale Law, 72 P.S. Section 5860.601(d), I hereby certify that I have not had a landlord license revoked in any municipality within the County of Perry, and I further certify that I am not bidding for, or acting as an agent for a person whose landlord license has been so revoked.
5. Pursuant to 16 P.S. 1806 of the County Code, I further certify that I am not a Perry County elected official or appointed officer.
6. I have reviewed and acknowledge the Perry County Tax Sale Rules Governing the Sale.
7. I acknowledge that if I have violated any of the above provisions, that the Tax Claim Bureau may prohibit me from bidding at the Sale.

**SWORN TO AND SUBSCRIBED NOTARIAL SEAL**  
**BEFORE ME THIS \_\_\_\_\_ DAY**  
**OF \_\_\_\_\_ 20 \_\_\_\_\_**

\_\_\_\_\_  
MY COMMISSION EXPIRES

\_\_\_\_\_  
Notary

**BIDDER DRIVERS LICENSE # \_\_\_\_\_**

# **Pennsylvania Statutes Title 72 P.S. Taxation and Fiscal Affairs § 5860.618.618. Repurchase by owner**

(a) The owner shall have no right to purchase his own property at a judicial sale, a private sale or from the bureau's repository for unsold property under the provisions of this act.

(b) A change of name or business status shall not defeat the purpose of this section.

(c) For the purpose of this section, "owner" means any individual, partner, shareholder, trust, partnership, limited partnership, corporation or any other business association or any trust, partnership, limited partnership, corporation or any other business association that has any individual as part of the business association who had any ownership interest or rights in the property.

# **Pennsylvania Statutes Title 72 P.S. Taxation and Fiscal Affairs § 5860.619.619. Restrictions on Purchases**

(a) Deeds for any property exposed for any sale under Sub article (b) of Article VI of this act shall not be exchanged any sooner than twenty (20) days nor later than forty-five (45) days after any sale held under sub article (b) of Article VI. [FNT]

(b) A municipality may, within fifteen (15) days of any sale held under sub article (b) of Article VI of this act, petition the court of common pleas to prohibit the transfer of any deed for any property exposed for any sale under sub article (b) of Article VI which is located in that municipality to any purchaser who is proven to meet any of the criteria set forth in the municipality's petition.

(c)(1) The petition of the municipality shall allege that the purchaser has over the last three years preceding the filing of the petition exhibited a course of conduct which demonstrates that a purchaser permitted an uncorrected housing code violation to continue unabated after being convicted of such violation; and

(i) failed to maintain property owned by that purchaser in a reasonable manner such that it posed a threat to health, safety or property; or

(ii) permitted the use of property in an unsafe, illegal or unsanitary manner such that it posed a threat to health, safety or property.

(2) A person who acts as an agent for a purchaser who sought to avoid the limitations placed on the purchase of property by this section shall be subject to the restrictions imposed by this section.

(3) Allegations under this subsection shall be proved by a preponderance of the evidence. In ruling on the petition, a court shall consider whether violations were caused by malicious acts of a current non-owner occupant and the control exercised by a purchaser in regard to his ownership interest or rights with other properties.

(d) A change of name or business status shall not defeat the purpose of this section.

(e) As used in this section:

“Municipality,” any county, city, borough, incorporated town, township, home rule municipality, optional plan municipality, optional charter municipality or any similar general purpose unit of government which may be created or authorized by statute.

“Purchaser,” any individual, partner, limited or general partner, shareholder, trustee, beneficiary, any other individual with any ownership interest or right in a business association, sole proprietorship, partnership, limited partnership, S or C corporation, limited liability company or corporation, trust, business trust or any other business association.

“Uncorrected housing code violation,” any conviction of a violation of the local building, housing, property maintenance or fire code which is not remedied within six (6) months of conviction.

“Violation,” any conviction under a building, housing, property maintenance or fire code which posed a threat to health, safety or property, but not a conviction deemed by a court to be de minimis.

## **Pennsylvania Statutes Title 72 P.S. Taxation and Fiscal Affairs § 5860.619a.619a. Additional restrictions**

(a) Within twenty (20) days following any sale under this act, a successful bidder shall be required to provide certification to the bureau that the person is not delinquent in paying real

state taxes to any of the taxing districts where the property is located and that the person has no municipal utility bills that are more than one year outstanding.

(b) As used in this section, the following terms shall have the following meanings:

**“Certification,”** shall mean proof via receipts of paid real estate taxes and municipal utility bills within the jurisdiction or a notarized affidavit by the bidder evidencing payment of such real estate taxes and municipal utility bills.

**“Municipal utility bills,”** shall mean bills for services provided by a utility which is wholly owned and operated by a municipality or municipal authority. The term shall include, but not be limited to, water, sewer and solid waste disposal utility bills.

**“Municipality,”** refers to any county, city, borough, incorporated town, township, home rule municipality, optional plan municipality, optional charter municipality or any similar general purpose unit of government which may be authorized by statute.

**“Person,”** includes a corporation; partnership; limited liability company; business trust; other association; government entity, other than the Commonwealth; estate; trust; foundation; or natural person.

## CONDITIONS OF PERRY COUNTY TAX SALE BIDS

The following conditions shall govern the sale of properties by the Perry County Tax Claim Bureau. Properties sold through Upset Sale are not sold free and clear of tax municipal liens, mortgages, liens, judgments, charges and estates of whatsoever kind. Properties sold through Judicial Sale will be sold free and clear. Properties sold through Repository Sale will be sold free and clear, searches are current only to the date of the Judicial Sale to which the property was exposed.

### JUDICIAL AND/OR REPOSITORY SALE

Minimum bid for property, vacant land or land with a home, whether mobile or frame, is \$500.00. The minimum bid for mobile homes, without any land, is \$100.00. Recording and deed preparation fees are not included in the sale price and will be added at the time of payment.

Payment shall be made by cash, money order, or cashier's check drawn to the order of PERRY COUNTY TAX CLAIM BUREAU. No personal checks or business checks accepted. Payment is due in full on the day of the sale, one hour before closing or by 3:00 p.m.

The TAX CLAIM BUREAU will issue a deed to the purchaser upon confirmation of the sale. The deed conveyed will be a quit claim deed and shall not contain any warranties either general or special. *The deed will be delivered to the purchaser within 2 to 4 months from the date of the sale.* Entrance to the property is prohibited until a deed is received. The present owner has the rights and responsibilities of the property until the deed is recorded in the purchaser's name and no right of ownership are transferred until that time.

### UPSET/JUDICIAL AND REPOSITORY

The TAX CLAIM BUREAU will sell the property **without warranty or representation** as to the description, and will make no new survey on any property sold. The Bureau does not guarantee that the property for sale is actually the property sold and you are urged to locate and do a title search of the property prior to purchase. The purchase is arm's length and Buyer Beware. ALL SALES ARE FINAL.

All properties sold and all title transferred is under and subject to the Act of 1947 P.L. §5860.619 as amended and known as the Real Estate Tax Sale Law, and pursuant to section 619(a) each purchaser verifies "I am not delinquent in paying real estate taxes in any taxing district where the property is located and I owe no municipal bills that are not more than one year outstanding."

The entire purchase price is payable to the Bureau no later than 3:00 p.m. the day of sale. In the event the set amount is not paid, the sale of said property is void and will be exposed for sale again.

Kristine A. Adkins, Director, Tax Claim Bureau  
William Bunt, Esquire, Perry County Solicitor

Purchaser acknowledges these conditions and agrees to abide by the same. It is expressly understood that all sales are subject to **Buyer Beware (Caveat Emptor)**, and in each case the property offered for sale by the Bureau is without guarantee or warranty whatsoever whether as to its existence, the correctness of ownership, the size, boundaries, location, condition, structures or lack of structures upon the land, liens, title, or any manner or thing whatsoever.

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date

# BIDDER REGISTRATION FORM

**PLEASE NOTE THAT THE INFORMATION ON LINES 1, 2 AND 3 BELOW WILL BE USED ON THE DEED FOR ANY PROPERTY YOU PURCHASE UNDER THE BIDDER NUMBER ABOVE.**

ALSO NOTE THAT, FOR ANY COMPANY, CORPORATION OR BUSINESS REGISTERED AS A BIDDER, YOU MUST PROVIDE THE NAME AND BUSINESS PHONE NUMBER OF A CONTACT PERSON, AND LIST THEIR POSITION.

**FAILURE TO PROVIDE ALL THE REQUIRED INFORMATION WILL VOID YOUR REGISTRATION AND YOUR RIGHT**

**TO BID.**

PLEASE PRINT ALL INFORMATION LEGIBLY

1. \_\_\_\_\_  
NAME

\_\_\_\_\_  
(If additional space is needed you may use the back of this form, but please note with an asterisk (\*) that there is more info)

2. \_\_\_\_\_ 2a. \_\_\_\_\_  
STREET ADDRESS P.O. BOX.  
(the full address of each bidder must be provided, you may use the back of this form if necessary, note with an asterisk (\*) that you have done so)

3. \_\_\_\_\_  
CITY, STATE, ZIP

4. \_\_\_\_\_  
PHONE -- LANDLINE PHONE -- CELL NUMBER

5. \_\_\_\_\_  
DRIVERS LICENSE NUMBER/STATE OF ISSUANCE -- PHOTO COPY OF LICENSE REQUESTED

6. \_\_\_\_\_ 7. \_\_\_\_\_  
SIGNATURE OF BIDDER/ CONTACT PERSON/ATTORNEY/ AGENT DATE

8. \_\_\_\_\_  
NAME OF ATTORNEY/AGENT (only if acting on behalf of the above named bidder at the sale)

\_\_\_\_\_  
For Office Use Only

ID verified by: Drivers License Soc Sec Credit Card Other  
(Employee initials below) (circle one)

Taxes Checked \_\_\_\_\_ Municipal Liens checked \_\_\_\_\_ Fees Paid \_\_\_\_\_