

## MEMORANDUM OF SALE AT PUBLIC AUCTION

I hereby acknowledge that on this date I submitted the successful bid at public auction for the tax title of the Town of Ipswich in and to that certain parcel of land described as follows:

That certain parcel of land, located on \_\_\_\_\_ with any improvements thereon, containing \_\_\_\_\_ square feet of land, more or less, situated at Ipswich, Essex County, Massachusetts, and shown as Assessor's Map \_\_\_, Lot \_\_\_. See Instrument of Tax Taking recorded with the Essex County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, and Judgment of Foreclosure recorded with the Essex County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

The total amount bid for this parcel is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of which sum I have paid to the Treasurer of the Town of Ipswich the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as a deposit. The balance of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), I have agreed and do hereby agree to pay, in such form as the Treasurer may require, on or before June 6, 2008. Failure to tender such payment by said date shall void the obligations of the Town to sell the subject property, and the deposit shall be forfeited, unless an extension for closing is agreed to in writing by the Treasurer.

Upon full payment of the bid price the Treasurer shall deliver a Treasurer's Deed executed pursuant to G. L. Chapter 60, Section 77B, conveying the tax title of the Town of Ipswich in and to such property.

The Town makes no representations or warranties as to the condition of the premises, and the premises are being sold in "as is" condition. The Town makes no representations or warranties as to the compliance of the premises with applicable federal, state or local building and housing codes, regulations or ordinances. I acknowledge that no representations or warranties of any kind whatsoever have been made by or on behalf of the Town, including condition of premises, compliance with environmental laws and regulations, compliance with state or local building and housing codes, regulations or ordinances.

In addition to the purchase price, I shall pay the sum of \$250.00 for the legal costs incurred by the Town, and all recording costs. I shall also pay pro forma real estate taxes pursuant to General Laws Chapter 44, Section 63A.

If the Town is unable or prohibited as a matter of law from completing the sale as provided herein, the damages of the buyer shall be limited to a refund of the deposit.

The buyer acknowledges that he or she has not been influenced to enter into this transaction nor has he or she relied upon any warranties or representations express or

implied in the published advertisement or on information provided by the Town or its agents or representatives.

The buyer also agrees to execute a statement under Massachusetts General Laws Chapter 7, Section 40J, which discloses whether or not he or she holds an elected public office and whether or not he or she is 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 or she makes an oath stating that he or she has 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 or is not delinquent in the payment of real estate taxes to the Town of Ipswich.

In the event the Buyer fails to complete the purchase in accordance with the terms and conditions of said auction, the Town reserves the right to sell the premises to the next highest bidder but is not obligated to do so.

Executed at Ipswich, Essex County, Massachusetts this 7<sup>th</sup> day of May, 2008.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this 7th day of May, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, who provided satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it as his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires:

ARSON/TAX DELINQUENCY STATEMENT

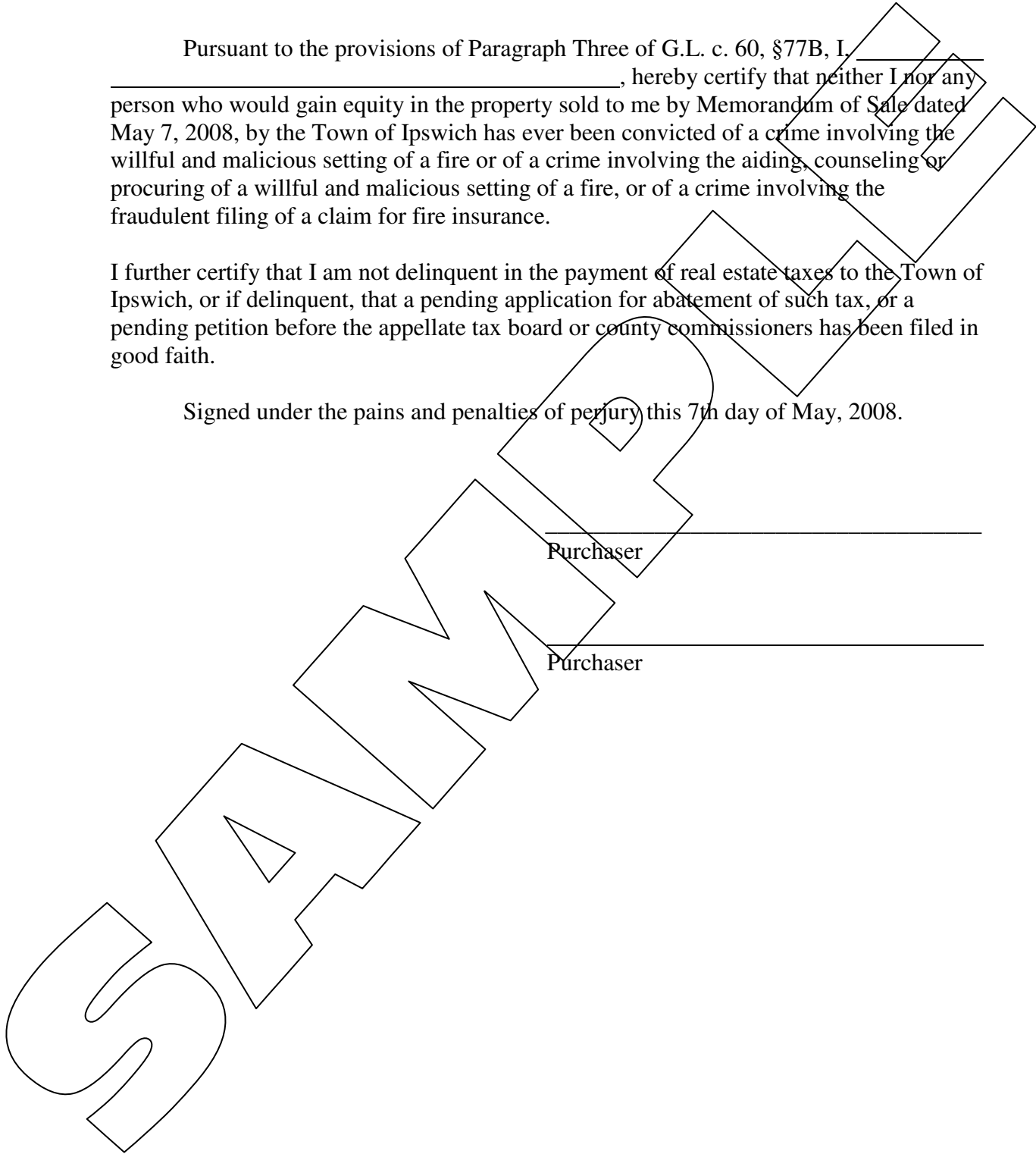
Pursuant to the provisions of Paragraph Three of G.L. c. 60, §77B, I, \_\_\_\_\_, hereby certify that neither I nor any person who would gain equity in the property sold to me by Memorandum of Sale dated May 7, 2008, by the Town of Ipswich has ever been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or of a crime involving the fraudulent filing of a claim for fire insurance.

I further certify that I am not delinquent in the payment of real estate taxes to the Town of Ipswich, or if delinquent, that a pending application for abatement of such tax, or a pending petition before the appellate tax board or county commissioners has been filed in good faith.

Signed under the pains and penalties of perjury this 7<sup>th</sup> day of May, 2008.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser



**DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION**

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management and Maintenance, as required by M.G.L. c.7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Town of Ipswich, Massachusetts

2. Complete legal description of the property:

That certain parcel of land, located on \_\_\_\_\_, with any improvements thereon, containing \_\_\_\_\_ square feet of land, more or less, situated at Ipswich, Essex County, Massachusetts, and shown as Assessor's Map \_\_, Lot \_\_. See Instrument of Tax Taking recorded with the Essex County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, and Judgment of Foreclosure recorded with the Essex County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

3. Type of Transaction:  Sale \_\_\_\_\_ Lease or rental for [term]

4. Seller(s) or Lessor(s): Town of Ipswich

Purchaser(s) or Lessee(s): \_\_\_\_\_

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.

_____	_____
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts, or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

Name

Title or position

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. This section must be signed by the individual(s) or organizations(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 5 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Dated: May 7, 2008

\_\_\_\_\_

Dated: May 7, 2008

\_\_\_\_\_

SAMPLE

Property Address: \_\_\_\_\_

Sale Price: \$ \_\_\_\_\_

Deposit: \$ \_\_\_\_\_

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Deed: \_\_\_\_\_