

Memorandum of Sale
Town of Belchertown

I _____ (hereinafter referred to as the "Buyer") hereby acknowledge that I have this day agreed to purchase at a public auction sale held Thursday, June 6, 2013 from the Town of Belchertown (hereinafter referred to as the "Seller") the real estate described as Parcel _____, Street _____, in the attached Notice of Public Auction 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 _____ (\$ _____) dollars 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 the 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. If the Buyer fails to comply with the terms of the sale, the Seller reserves the right to convey the premises to the second highest bidder at his/her last highest bid, without further notice of publication or otherwise, under the same terms and conditions as were offered at Today's Public Auction. Said second highest bidder will have five (5) business days after notifications by the Seller, to make the required deposit and sign the Memorandum of Sale.

Said real estate will be conveyed by a Treasurer's Deed prepared and recorded by the Town Treasurer upon payment to Seller (Town of Belchertown) of the balance of the purchase price in cash, money order/ bank check or other certified funds. **Said payment shall be made to Belchertown Treasurer Lisa Banner no later than 5:00pm on Friday June 28, 2013 at Town Hall, 2 Jabish Street, Room 204, Belchertown, MA.** 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 addition to the purchase price, the Buyer shall pay also, any and all pro forma/in lieu of real estate taxes, water/sewer bills if applicable, and any and all recording charges as required by the Registry of Deeds and any associated costs applicable to the Massachusetts General Laws.

The Buyer shall execute a statement signed under the pains and penalties of perjury in accordance with M.G.L. Chapter 60, Section 77B, prior to any conveyance of the said property that neither the Buyer, nor any person who would gain equity in the property as a result of such conveyance, has ever been convicted of a crime involving willful and malicious setting of fire, or a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or a crime involving the fraudulent filing of a claim for fire insurance; nor is the Buyer delinquent in the payment of taxes/municipal charges to or if delinquent, that a pending application for abatement has been filed in good faith.

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 and whether or not he/she/they are an employee of the Division of Capital Planning and Operations.

No representation 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" "WHERE 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 the 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 of 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.

The Buyer at this Public Auction sale is advised and made aware of the following:

- a. The Buyer in purchasing this property at Public Auction sale agrees that he/she/they will assume all costs relative to the purchase, installation and inspection of any equipment required to meet the safety codes and fire regulations of any state or local agency.
- b. The property is sold subject to any right of redemption by the United States of America or its agencies or subsidiaries, in any there be.

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) business days prior to the date for the delivery of the deed states above and the Seller shall be entitled to elect to wither terminate this agreement or use thirty (30) business days from the date of notice thereof to perfect such 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 parties hereto shall cease and be null and void. Buyer's sole recourse in the event of Seller's failure to deliver title as required herein is the return of the deposit.

The Purchase Price shall include:

High Bid Award \$ _____

Buyer's Premium of 5 % \$ _____

Water/ Sewer Charge if applicable \$ _____

Fee of \$125.00 to record Deed \$ _____

Less Non-refundable Deposit Cr . \$ _____

Balance Due at Closing \$ _____ *

* In addition payment will be due for pro-forma or in lieu of tax as calculated by the Board of Assessors.

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 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.

Executed at Belchertown, Hampshire County, Massachusetts on this _____ of _____, 2013.

Buyer Signature

Seller Signature

Buyer -Print Name

Lisa M. Banner, Tax Title Custodian
Seller-Print Name

Buyer

Buyer-Print Name

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, ss.

Date _____

Then personally appeared the above named _____ and

After proof of identification in the form of a _____, acknowledged the foregoing to be his/her free act and deed before me

Notary Public
My commission expires: _____

