

Newaygo County Auction Terms

Announcements made on sale day take precedence over previously printed matter.

To Our Buyers: All buyers are required to sign an Affidavit due to State statute stating that they do not directly or indirectly hold interest in any property with delinquent taxes in Newaygo County and are not responsible for any unpaid civil fines. If a buyer held an interest in a property at the time of foreclosure, they may only purchase the property back with prior approval of the County Treasurer for an amount of the minimum bid or higher. This requirement includes a second auction purchase as well.

1. **REGISTRATION** - All bidders are encouraged to register on-line in advance of the sale with Bippus USA at www.bippususa.com. On-site registration will begin at 12:00 p.m. on auction day. No bids will be accepted unless the bidder has registered and received a pre-numbered bid card. Driver's license or State I.D. must be presented in order to receive a bidder number. It is a requirement of Registration to place with Bippus USA a deposit of \$1,000 in cash, certified check, or wire transfer funds. (There is an additional \$50 fee for wired funds.) Unused funds will be returned to the bidder the same day. ***Note: All certified checks need to be made payable to you and then endorsed when tendered as the deposit.***
2. **ELIGIBLE BIDDERS** - The County Treasurer sets procedures governing bidders and the auction sale. Any person who meets all of the following requirements may register as a bidder and receive a pre-numbered bid card: **A)** a person who has paid the \$1,000 bidder fee in cash or certified funds; **B)** a person who does not directly or indirectly hold more than a *de minimus* legal interest in any property with delinquent property taxes located in Newaygo County; **C)** a person who has not been banned or otherwise excluded by the Newaygo County Treasurer and/or the auction company from participation in the public auction sale.
3. **PROPERTIES OFFERED** – The attached list of County Treasurer owned properties being offered have been approved for sale at public auction by the County Treasurer. According to State statutes, ALL PRIOR liens (other than some IRS and DEQ liens) and taxes are cancelled by Circuit Court Order. These properties are subject to any visible or recorded easement or right of way, private deed restrictions, or restrictions or other governmental interests imposed pursuant to the natural resources and environmental protection act and are further subject to any State, county or local zoning or building ordinances. **The County Treasurer does not guarantee the usability or access to any of these lands. IT IS THE RESPONSIBILITY OF THE PROSPECTIVE PURCHASER TO DO THEIR OWN RESEARCH AS TO THE USE OF THE LAND FOR THEIR INTENDED PURPOSE. THE COUNTY TREASURER MAKES NEITHER REPRESENTATIONS NOR CLAIMS AS TO FITNESS FOR PURPOSE, INGRESS/EGRESS, CONDITIONS, COVENANTS, OR RESTRICTIONS. OCCUPIED STRUCTURES MAY NOT BE ENTERED WITHOUT THE TENANT'S PERMISSION; SECURED VACANT STRUCTURES MAY NOT BE ENTERED.**
4. **MINIMUM BID PRICE** – The minimum bid prices are shown on the foreclosed property list. Starting bids will be at least \$100 for the second auction.
5. **CONDUCT OF THE AUCTION** – Any registered person may bid on the properties offered. Any person unable to attend the sale can be represented at the sale by an agent or other representative with authority to bid and otherwise represent the person. The registered bidder is legally and financially responsible for all parcels bid upon whether representing one's self or acting as an agent. The Auctioneer reserves the right to refuse bids not in line with bid increment progression and their decision over any auction dispute is absolute and final.

6. **TERMS OF SALE** – THE FULL PURCHASE PRICE MUST BE PAID THE DAY OF THE SALE. The purchase price consists of the bid price, the 10% buyer’s premium and a \$59.00 per parcel deed preparation fee. IF TOTAL PURCHASE IS \$1,000.00 OR LESS, payment will be deducted from the required registration deposit. FOR ALL PURCHASES OVER \$1,000.00 the remaining BALANCE is due the day of sale and can be paid in cash, certified checks, personal or business checks or wired funds. **Failure to pay purchase price in full by 5 p.m. on day of auction will result in forfeiture of deposit, cancellation of sale, and elimination of all future buying privileges.**
7. **PURCHASE RECEIPT** – Successful bidders at the sale will be issued a receipt for their purchases upon payment. Deeds will be executed, recorded and mailed to the buyer within 30 days of auction.
8. **PROPERTY TAXES** – PER STATE STATUTE, THE 2018 SUMMER BILL MUST BE PAID BEFORE A DEED CAN BE ISSUED TO THE BUYER. AFTER PAYING FOR THEIR PURCHASE(S) WITH THE AUCTION COMPANY, THE BUYER SHOULD PAY THE 2018 SUMMER TAXES AT THE COUNTY TREASURER’S OFFICE ON AUCTION DAY. All property taxes that become due and payable after the foreclosure will be the responsibility of the purchaser.
9. **TITLE BEING CONVEYED** – Quit claim deeds will be issued conveying only such title as received by the County Treasurer through tax foreclosure. Title insurance companies **may or may not** issue title insurance on properties purchased at this sale. The County Treasurer makes no representation as to the availability of title insurance and the UNAVAILABILITY OF TITLE INSURANCE IS NOT A GROUNDS FOR RECONVEYANCE TO THE COUNTY TREASURER. THE PURCHASER MAY INCUR LEGAL COSTS FOR A SUIT TO QUIET TITLE ACTION TO SATISFY THE REQUIREMENTS OF TITLE INSURANCE COMPANIES IN ORDER TO OBTAIN TITLE INSURANCE.
10. **SPECIAL ASSESSMENTS** – All bidders should contact city or township offices to determine if there are any outstanding bonded assessments for future tax years on the properties being offered.
11. **POSSESSION OF PROPERTY** – We recommend that no buyer take physical possession of any property bid upon at this sale until a deed has been executed and delivered to him or her, and until the buyer has executed proper eviction procedures if necessary. It is the buyer’s responsibility to determine any contamination issues and no activities should be conducted on the site other than a baseline environmental assessment on contaminated properties if deemed necessary. Buyers are responsible for proper disposition of any personal property left on the real property they purchase. HOWEVER, STEPS SHOULD BE TAKEN TO PROTECT YOUR EQUITY IN THIS PROPERTY BY SECURING VACANT STRUCTURES AGAINST ENTRY AND OBTAINING (HOMEOWNER’S) INSURANCE FOR OCCUPIED PROPERTY. BUYERS ARE RESPONSIBLE FOR CONTACTING LOCAL UNITS OF GOVERNMENT TO PREVENT POSSIBLE DEMOLITION OF STRUCTURES SITUATED ON PARCELS.
12. **CONDITIONS** – The purchaser accepts the premises in its present “as is” condition, and releases the County Treasurer and employees and agents from all liability arising from any condition of the premises, whether now known or subsequently discovered, including but not limited to all claims based on environmental contamination of the premises.
13. **RIGHT TO TERMINATE PURCHASE** - The County Treasurer and the Auction Company reserve the Absolute Right to cancel any sale for any reason up to delivery of the deed. The extent of the County Treasurer’s liability shall be limited to the return of the actual amount paid by the buyer.