

CECIL COUNTY, MD – OFFICE OF FINANCE

TAX SALE PROCEDURES AND CONDITIONS

ALL TAX SALE BIDDERS ARE SUBJECT TO THE FOLLOWING TERMS OF SALE

1. Section 14-817 of the Tax Property Article of the Annotated Code of Maryland provides that tax sales shall be on the terms and conditions set by the Collector. Cecil County requires that all purchasers remit on the day of the tax sale the full amount of all taxes and other outstanding charges due on the property, whether in arrears or not, together with interest and penalties on the outstanding amounts and all expenses incurred in the making of the sale. Cecil County uses the “Bid Premium Method” as per Section 14-817(b)(2)(i) of the Tax Property Article of the Annotated Code of Maryland. The bid premium, if any, is also due on the day of sale. In addition, Section 14-818 provides that the residue of the purchase price remains on credit, subject to the terms set forth in the notice of publication.
2. Parties who intent to bid as an entity are required to register to be eligible to bid. Entities include corporations, partnerships, trusts, estates and limited liability companies. There will be one bidder allowed for each entity and bids may be made by any bidder for only one entity. Only one bidder’s number will be assigned per legal entity. To bid, all bidders must have a pre-numbered bidder card assigned to them. To avoid disputes, the card must be visible to the auctioneer at all times during the bidding. Talking or other inappropriate conduct during the sale is prohibited to ensure that bids are recorded accurately.
3. All bidders shall be registered in their full entity name. Any sales made to an entity that is later found not qualified to conduct business in the State of Maryland will be voided. Such bidders shall be required to reimburse the County for any additional expense it incurs as a result of such unqualified bidding. All bidders must provide a Bidder Information Form along with a W-9 form to register as a qualified bidder.
4. Disruptive bidders will be ejected from the sale and at the Director of Finance’s discretion, will be barred from further participation at that sale, and may be barred from future sales for a minimum of three (3) additional years. In addition to the individual bidders that are barred, the entity they represent may also be barred for the same time period (3 years). **NO WARNINGS WILL BE ISSUED IN ADVANCE!**
5. Bidding will begin at an amount set by the auctioneer. Initial bid amounts will be no less that the amount due for taxes and other charges as well as the principal amount of any outstanding benefit assessments or loans. If there are no bidders the property will be sold to Cecil County. The auctioneer will begin with the first District and proceed in property number order.
6. As required by Section 14-817.1 of the Tax Property Article of the Annotated Code of Maryland, the Finance Office will inform all property owners of your bid price and such other information as may be necessary to enable the parties to make an informed financial decision concerning redemption.

7. It is the responsibility of the purchasers to advise the County Tax Sale Coordinator (410-996-5385, fax 410-996-8319) if expenses have incurred in any action or in preparation for the action to foreclose the right of redemption. **Cecil County will not be held responsible for obtaining a release of lien for legal fees unless we have received the required documentation.**
8. Pursuant to Section 14-843(a)(1) of the Maryland Tax – Property Article, ‘on redemption, the plaintiff or the holder of the certificate of sale may be reimbursed for expenses incurred in any action or in preparation for any action to foreclose the right of redemption’ as provided in Section 14-843(a). If an action to foreclose has been filed, the plaintiff or holder of a certificate of sale may be reimbursed for expenses in accordance with 14-843(a)(4)&(5). If an action to foreclose the right of redemption has not been filed, and the property is redeemed more than four months after the date of the tax sale, the holder of a certificate of sale may be reimbursed for expenses in accordance with Section 14-843(a)(3)&(5). The plaintiff or holder of a certificate of sale is not entitled to be reimbursed for any other expenses or attorney’s fees that are not included in 14-843(a).
9. Upon request by the County and/or the person redeeming, purchaser agrees to provide an itemized bill of charges levied in accordance with the above paragraph.
10. Notice to the holders of Certificates of Sales: You may file a complaint in Circuit Court to foreclose all rights of redemption at any time after six (6) months from the date of tax sale. Please note Section 14-833(a)(1) requires the holder of a certificate may not file a complaint to foreclose the right of redemption until at least 2 months after the first of two required notices have been sent. Please review Section 14-833 for specific requirements. Check with the Finance Office (410-996-5385) to verify that the property has not been redeemed. A Bill of Complaint to foreclose all rights of redemption must be filed within (2) years from the date of sale. The buyer is required to report such filings to the Finance Office immediately.
11. Notice regarding voided sales. If a Tax Sale on the property you purchased is voided, you will be notified and advised not to pursue further foreclosure action or incur additional expenses. Reimbursement will be limited to the amount paid at the sale.
12. In order to record a deed to the property from the Finance Office, all governmental charges and billings including water, sewer, and special benefits assessment charges incurred subsequent to the tax sale, must be brought current as of the date of the recordation. Any outstanding benefit assessment charges will be paid from sale proceeds at the time of the transfer. The bid price will be applied to outstanding amounts. Any deficiency will be the responsibility of the buyer.
13. Certificates of sale may be sold or assigned. Requests to transfer Tax Sale Certificates will be recognized only after the County has received the proper Assignment Documents legally assigning the Certificates.
14. **The County and Tax Collector make no warranty, expressed or implied, that any property has marketable title, that it contains the area of land described in the Notice of Sale, that any property does**

not contain faults that would be fatal to tax sale foreclosure, or that the true market value of the property bears any relationship to the assessment stated in the Notice of Sale. All sales are “as is, where is”. The purchaser agrees to assume all risks in regard to those matters.

15. If the property is placed in bankruptcy protection after the tax lien sale has occurred, the county will not refund the High Bid Premium to the lienholder.
16. The interest rate payable on monies paid at the time of sale is one (1) percent per month. This rate will remain in effect until further notice.
17. **BY SIGNING THE ATTACHED BIDDER FORM, EACH BIDDER AGREES AND IS BINDED BY THE TERMS OF THE COUNTY’S TAX SALE RULES. BY SINGING THE BIDDER REPRESENTS AND WARRANTS THAT HE/SHE/IT IS AUTHORIZED TO BID AND IS READY, WILLING AND FINANCIALLY ABLE TO CONSUMMATE EACH SALE AT THE PRICE(S) BID. BIDDERS ACKNOWLEDGE THAT THE REPRESENTATION IS MATERIAL TO THE COUNTY’S WILLINGNESS TO ISSUE THEM A BIDDER CARD TO ACCEPT BIDS DURING THE SALE.**

BIDDER INFORMATION FORM

Bidder Number _____

For those bidding as an individual or sole proprietor, please provide:

Name _____

Address _____

Email _____

Telephone _____ Fax _____

For those bidding as an Entity (Corporation, Partnership, etc.), please provide:

Legal Name of Entity _____

Address of Entity _____

Email _____

Telephone _____ Fax _____

Authorized Agent (Signature) _____ NAME (PRINT) _____

Name of Resident Agent _____

Address _____

Telephone _____

If Entity is represented by an attorney please provide:

Attorney Name _____

Address _____

Email _____

Telephone _____ Fax _____

PLEASE PROVIDE THE LEAD CONTACT NAME WITH EMAIL, PHONE AND FAX

BY SIGNING BELOW EACH BIDDER ACCEPTS THE TERMS OF THE SALE AND FURTHER HEREBY DECLARES AND AFFIRMS THAT THE INFORMATION AND REPRESENTATIONS SET FORTH HEREIN AND PROVIDED TO THE COUNTY ARE TRUE AND CORRECT.

SIGNATURE _____ NAME _____ DATE _____