

ARMSTRONG COUNTY TAX CLAIM BUREAU
CONDITIONS OF UPSET SALE

The following conditions shall govern the sale of properties by the Armstrong County Tax Claim Bureau for delinquent taxes as scheduled for November 14, 2024 at 8:00 A.M., Belmont Complex (Banquet Room), 415 Butler Road, Kittanning, Pa., and to such date to which the sale may be adjourned. If necessary, the sale may be adjourned from day to day.

Anyone who desires to bid at this sale must appear and register at the Bureau not less than (10) days before the scheduled sale. Registration will be on form(s) provided by the Bureau and must meet the requirements of Act 33 of 2021 (HB 264 of 2021), incorporated herein by reference.

Potential bidders are encouraged to review this Act and its requirements before attempting to register. Potential bidders are responsible for ensuring the truth and accuracy of all information provided in the registration process. The Bureau is prohibited by law from accepting late registrations or registrations that do not comply with Act, as amended. All registrations will be retained by the Bureau as part of its permanent records. This information will be used by the Bureau for the preparation and issuance of the deed.

1. The initial bid must equal the fixed upset price. In addition to the bid price, the purchaser will pay the State and Local Realty Transfer Taxes, Recording Fee, Prothonotary Fee and Title Search Fee. These items are included in the bid price. The winning amount MUST be paid by 3:00 P.M. the day of the sale by CASH OR CERTIFIED CHECK, drawn to the order of the Armstrong County Tax Claim Bureau.
2. All listed sales are subject to prior payment of taxes due to the Armstrong County Tax Claim Bureau.
3. All listed sales are subject to Confirmation by the Court of Common Pleas of Armstrong County, Pennsylvania.
4. The Tax Claim Bureau will issue a deed to the purchaser upon confirmation of the sale by the Court of Common Pleas. The deed WILL NOT contain any warranty, either general or special. Approximately five (5) months from the date of the sale is required before the deed will be delivered to the purchaser.
5. The Bureau will sell the property as described on the dockets in the Tax Claim Bureau, and makes no warranty or representation as to the description or title, or existence of the property, nor will it make a survey.
6. All properties are sold under and by virtue of the Act of 1947 P.L. 1368, as amended, The Real Estate Tax Sale Law, and the conditions as listed herein. All titles transferred by the Tax Claim Bureau are under and subject to the said Act.
7. No property will be knocked down unless the bid price equals or exceeds the upset price as announced. In case the said amount is not paid, the sale of said property shall be voided and the property shall be put up again at the sale, if possible.
8. PAYMENT OF TAXES BY OWNER ANY TIME PRIOR TO THE SALE WILL TAKE PRECEDENCE OVER TAX CLAIM BUREAU SALE, THUS INVALIDATING SUCH SALE.

9. The distribution of monies received from the sale, after deduction of all costs, will be made in accordance with said Act.
10. Risk of loss shall pass to the purchaser immediately upon conclusion of the sale.
11. The Tax Claim Bureau will sell the properties subject to existing occupancy, if any.
12. All sales shall be under and subject to the lien of every recorded obligation, claim, lien, estate, mortgage, ground rent, and Commonwealth tax lien not included in the upset price with which said property may have or shall become charged or for which it may become liable.
13. The owner, reputed owner, any member of the owner's or reputed owner's immediate family, relatives or heirs, shall have NO RIGHT to purchase the owner's or reputed owner's property at this sale.
14. The current year Real Estate Taxes ARE included in the Bid Price.
15. Purchaser **WILL NOT** enter said premises, parcel or item sold until such time that the Confirmation of Sale is **ABSOLUTE**, as per the Armstrong County Court of Common Pleas, approximately 45 days after said sale.

"The undersigned, by accepting this Agreement, does acknowledge that the County in NO WAY warrants title to the parcel, premises or item sold and buyer assumes full responsibility to determine the actual state of record title to the subject parcel, premises or item purchased."

ARMSTRONG COUNTY TAX CLAIM BUREAU

PURCHASER acknowledges these conditions and agrees that the purchase is under and subject to them.

DATE: _____

BY: _____

WITNESS: _____