

## **REAL ESTATE AUCTION**

OF THE PROPERTY LOCATED AT

**RANGE AVE, TAUNTON, MA**

**MAP/LOT 88-57-0**

**FRIDAY OCTOBER 6TH @ 11:00 AM**

PREVIEW DATE:

**FRIDAY SEPTEMBER 29<sup>TH</sup> FROM 11:00 AM – 12:00 PM**

**ONE PARCEL OF LAND AT PUBLIC AUCTION TO BE SOLD.  
APPROX. 1 MINUTE FROM RTE. 44. PERFECT FOR  
DEVELOPERS, NEW HOME BUILDERS, EQUESTRIAN/FARM  
OWNERS, ETC.**

**NORTH COUNTRY AUCTIONS  
1892 COUNTY ST. DIGHTON, MA 02715  
Tel: CJ 508-813-6278  
Email: [info@northcountry-auctions.com](mailto:info@northcountry-auctions.com)**

**AUCTIONEER: LAWRENCE SPELLMAN LIC NO. AUC #3230**

# BIDDER PROPERTY INFORMATION PACKET

Dear Prospective Bidder:

We are happy to provide you with this detailed Bidder's packet for the Real Estate Auction at Range Ave, Taunton, MA. **Map/Lot 88-57-0**

This auction will be held on October 6th at 11:00 AM at the property site located at Range Ave, Taunton MA 02780. Parties interested in bidding may register any time prior to the sale or on the day of the auction starting at 10:00 AM

Preview of the property will be held on Friday September 29<sup>th</sup> from 11:00 AM to 12:00 PM

The required non-refundable deposit money for this auction on the real estate property will be \$25,000 U.S. funds in the form of cash, bank wire (must be received prior to auction) or certified bank check made payable to "North Country Auctions" or to yourself to be endorsed to North Country Auctions and deposited with the Auctioneer as a qualification to bid. Checks will be returned to unsuccessful bidders. **The deposit of the successful bidder will be accelerated to equal (10%) of the purchase price including the 10% buyer's premium within ten (10) business days of the auction**, and such amount must be in U.S. funds in the form of cash, bank wire, or certified bank check made payable to "North Country Auctions." The successful bidder(s) must sign a purchase and sale contract, calling for a closing within forty-five (45) business days of the public sale, but no later than December 12th, 2023, at which time the balance will be due in U.S. funds. All property will be sold "as-is, where-is", "with all defects" and no warranty or representation. The information we are supplying is for informational purposes only.

Please contact our team with any questions with regard to this property or the auction process. We are here to make the auction process as easy as possible. We look forward to working with you.

For further information please visit [www.northcountry-auctions.com](http://www.northcountry-auctions.com) or contact CJ at 508-813-6278.

Sincerely,

North Country Auctions

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## **DISCLAIMER:**

All material and information contained and provided within this packet is made available for informational purposes only and was derived from sources believed to be reliable and true. Information contained on the website, this information packet, or auction flyers/signage does not constitute a representation, warranty or guarantee of any kind by the Auctioneer and/or Seller and/or their Attorneys, Agents or Employees of the exactness, accuracy or completeness of any information herein, nor do they have any obligation to update this information. The Auctioneer and/or Seller and/or their Attorneys, Agents or Employees expressly disclaim any responsibility or accountability thereof. The Auctioneer and/or Seller and/or their Attorneys, Agents or Employees shall have no liability whatsoever for any loss, cost or damage arising there from.

Any terms relating to the sale are subject to changes prior to, or on the day of the auction. Announcements made on the auction block shall take precedence and supersede any previously printed material or any other oral statements made by any of the previously mentioned parties herein. Prior to the auction, prospective bidders should make such investigation as they deem appropriate and shall rely entirely on their own information, judgement and inspection of the property. Prospective bidders are encouraged to evaluate and perform their own due diligence. Potential purchasers are encouraged to seek information from professionals regarding any specific issue or concern.

No representations or warranties of any kind are made with respect to the property to be sold. All property will be sold on an "as-is, where is" and "with all defects."

The Auctioneer is acting solely as an agent for the seller in marketing and negotiating the sale of the property, and as such has a fiduciary duty to disclose information to the seller, which is material to the sale, which is acquired from the buyer or any other source. The purchaser(s) agrees that the seller and auctioneer have made no warranties of any kind regarding the value, condition, habitability, merchantability or fitness of the property for any purpose.

The Seller and Auctioneer have the right to postpone or cancel in whole or in part, in their sole discretion, and to modify and/or add any terms and conditions of the sale, or announce such modifications or additional terms and conditions either prior to or at the auction. The Seller and the Auctioneer reserve the right to refuse admittance to, or expel anyone from the auction premises for interference with auction activities, nuisance canvassing, soliciting or for any other reason.

## **PROPERTY INFORMATION**

**Description:** One Parcel of land at Public Auction to be sold. Approx. 1 minutes from Rte. 44. Perfect for Developers, New Home Builders, Equestrian/Farm owners, etc.

**Parcel 1:** Assessor's Map 88-57-0 (Taunton, MA) – a 17.91-acre (+/-) lot of land zoned Rural Residential.

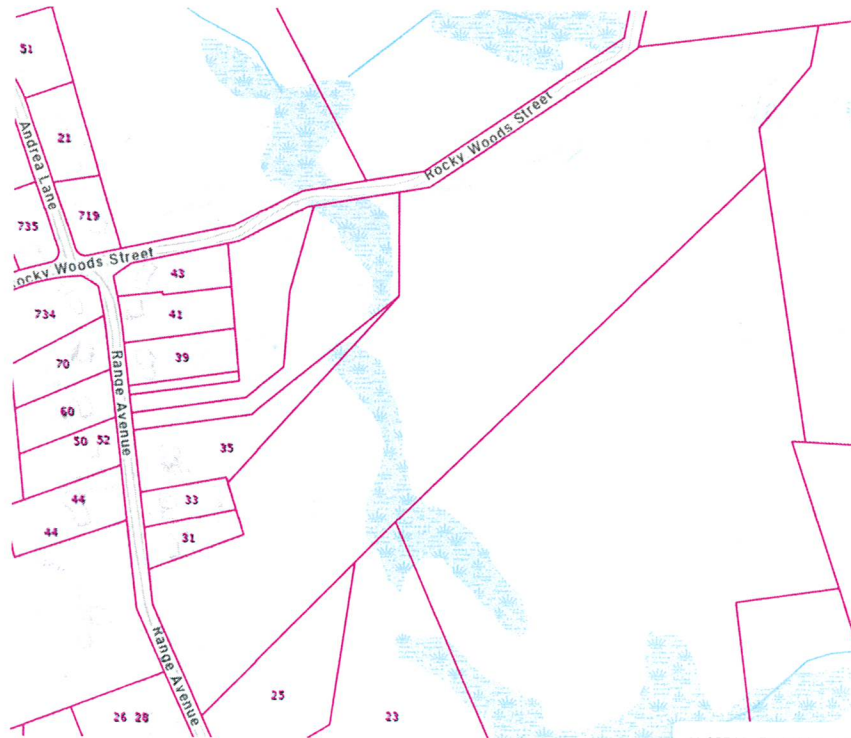
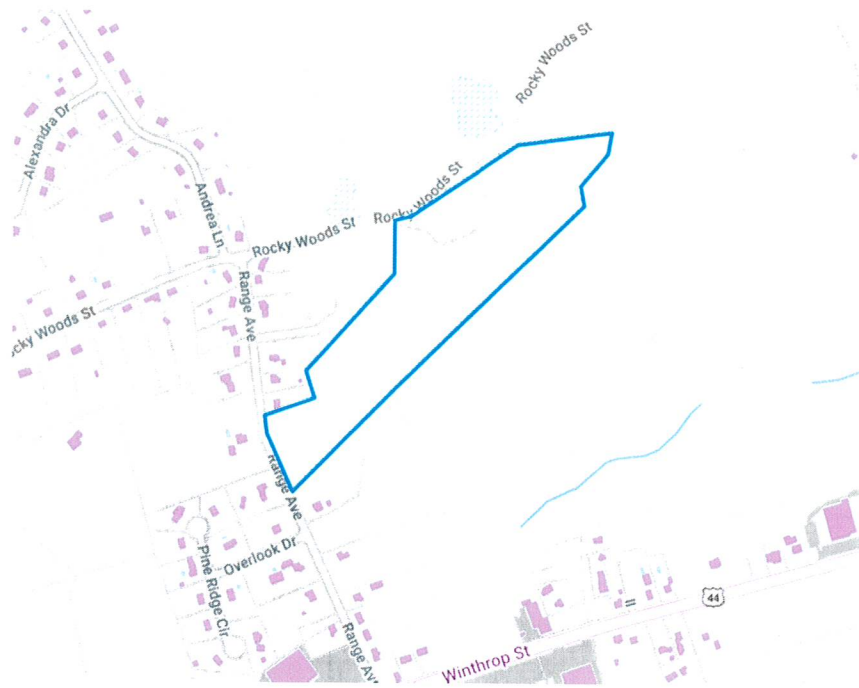
**Terms -**

- **\$25,000 Deposit by bank check or cash required to bid**
- **10% Buyer's Premium.**
- **Escalation Clause to require 10% of Total Sale Price (Including Buyer's Premium) due 10 days after sale**
- **Balance due in 45 business days; other terms announced at auction**
- **RE taxes prorated to date of closing**

**Property Preview:** Friday, September 29th, 2023 beginning at 11:00 AM – 12:00 PM sharp at Range Ave, or preview during the one hour prior to the auction or call auctioneers.

**Buyer's Broker Terms:** Up to 1% Buyer's Broker Commission Offered. Mandatory 24-hour broker pre-registration.

# RANGE AVE



struck off to Harry P. Chadwick of Boston, in the county of Suffolk and State Massachusetts for the sum of Forty-three dollars and two cents, being the amount of the taxes and interest, if any, with all legal costs and charges; and whereas, the said Harry P. Chadwick failed to pay to me the sum offered by him as aforesaid, and receive his deed of the premises bid off by him, within twenty days after the said sale, and the said sale became null and void, and the said City of Taunton thereby became the purchaser of the premises so bid off by the said Harry P. Chadwick for the sum of Forty-three dollars and two cents, being the amount of said taxes and interest, if any, with all legal costs and charges.

Therefore, know ye, that I, the said Lewis A. Hodges collector of taxes as aforesaid, by virtue of the power vested in me by law, and in consideration of the premises, hereby give, grant, bargain, sell, and convey unto the said City of Taunton, the following described real estate, the same being the land taxed as aforesaid, to wit:

Land with buildings on Jackson street same being Lot 2 Block 16 on Assessors Plans of Ward 8

To have and to hold the same, to the said City of Taunton and its assigns, to its and their own use and behoof forever; subject to the right of redemption by any person legally entitled to redeem the same and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so sold.

And I, the said collector, do covenant with the said City of Taunton, and its assigns, that the sale aforesaid has, in all particulars, been conducted according to law.

In witness whereof, I, the said Lewis A. Hodges, collector as aforesaid, have hereunto set my hand and seal, this fifteenth day of May in the year one thousand nine hundred and thirty-four

Signed, sealed, and delivered in  
the presence of  
Howard A. Briggs

Lewis A. Hodges (s)  
Collector of Taxes of the  
City of Taunton

The Commonwealth of Massachusetts  
Bristol ss. Jun 18 1934 Then personally appeared the  
above named Lewis A. Hodges Collector of Taxes for the City of Taunton, and  
acknowledged the foregoing instrument to be his free act and deed, before me,  
Edwin A. Tetlow Justice of the Peace  
My commission expires Dec 14 1934

Received June 22 1934 at 12h 54m P. M. and recorded.

The Book 66 Page 275

The Commonwealth of Massachusetts  
City of Taunton  
Office Of The Collector Of Taxes

Taunton  
Range Ave.

To all persons to whom these presents may come I, Lewis A. Hodges Collector of Taxes for the City of Taunton in the County of Bristol and The Commonwealth of Massachusetts, Send Greeting: Whereas, the board of assessors of said City of Taunton, in the lists of assessments for taxes which they committed to me to collect for the year one thousand nine hundred and thirty-two, duly assessed Antonio DaCruz, as owner or occupant of the land in said City of Taunton, which is hereinafter described, the sum of Three dollars and eighty-eight cents, for state, county, city, town, and district taxes thereon; and whereas, on the twenty-seventh day of April, 1933, I duly issued a demand on said Antonio DaCruz for the payment of said taxes, so as aforesaid assessed on said land, and the same were not paid; and whereas, after the expiration of fourteen days from the date of the demand for payment of said taxes as aforesaid, the same still remaining unpaid, I duly advertised that the smallest undivided part of said land sufficient to satisfy said taxes and interest, if any, with all legal costs and charges, or the whole of said land if no person offers to take an undivided part thereof, would be sold by public auction for the payment of said taxes and interest, if any, with all legal costs and charges, on the twenty-fourth day of April, 1934, at twelve o'clock in the noon, at the City Treasury in said City of Taunton, by publishing an advertisement thereof, containing a substantially accurate description, and the names of all owners of said land known to me, and the amount of the taxes so as aforesaid assessed thereon, in the Taunton Daily Gazette, a newspaper published in the City of Taunton in the county where said land lies, at least fourteen days before the time appointed for the sale, and by posting the said advertisement in two or more public and convenient places in said City of Taunton, to wit: the lobby of City Hall and County Court House, at least fourteen days before the time appointed for said sale; and whereas, said taxes so as aforesaid assessed on said land were not paid, I proceeded, at the time and place appointed as aforesaid for the sale, to offer for sale said land by public auction for the discharge and payment of

said taxes thereon and interest, if any, with all legal costs and charges, the whole of the said real estate was struck off to Grace O. Johnson of Watertown in the county of Middlesex and State Massachusetts for the sum of Nine dollars and eighty-five cents, being the amount of the taxes and interest, if any, with all legal costs and charges; and whereas, the said Grace O. Johnson failed to pay to me the sum offered by "him" as aforesaid, and receive "his" deed of the premises bid off by "him", within twenty days after the said sale, and the said sale became null and void, and the said City of Taunton thereby became the purchaser of the premises so bid off by the said Grace O. Johnson for the sum of Nine dollars and eighty-five cents, being the amount of said taxes and interest, if any, with all legal costs and charges.

Therefore, know ye, that I, the said Lewis A. Hodges collector of taxes as aforesaid, by virtue of the power vested in me by law, and in consideration of the premises, hereby give, grant, bargain, sell, and convey unto the said City of Taunton, the following described real estate, the same being the land taxed as aforesaid, to wit:

Land on Range Avenue as described in Book 782 Page 24E North Bristol Registry of Deeds.

To have and to hold the same, to the said City of Taunton and its assigns, to its and their own use and behoof forever; subject to the right of redemption by any person legally entitled to redeem the same and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so sold.

And I, the said collector, do covenant with the said City of Taunton, and its assigns, that the sale aforesaid has, in all particulars, been conducted according to law.

In witness whereof, I, the said Lewis A. Hodges, collector as aforesaid, have hereunto set my hand and seal, this fifteenth day of May in the year one thousand nine hundred and thirty-four

Signed, sealed, and delivered in  
the presence of  
Howard A. Briggs

Lewis A. Hodges (s)  
Collector of Taxes of the  
City of Taunton

The Commonwealth of Massachusetts  
Jun 18 1934 Then personally appeared the  
above named Lewis A. Hodges Collector of Taxes for the City of Taunton, and  
acknowledged the foregoing instrument to be his free act and deed, before me,  
Edwin A. Tetlow Justice of the Peace  
My commission expires Dec 14 1934  
Received June 22 1934 at 12h 54m P. M. and recorded.

See Book 14 Page 136 See Book 77 Page 120

The Commonwealth of Massachusetts  
City of Taunton  
Office Of The Collector of Taxes

To all persons to whom these presents may come I, Lewis A. Hodges Collector of Taxes for the City of Taunton in the County of Bristol and The Commonwealth of Massachusetts, Send Greeting: Whereas, the board of assessors of said City of Taunton, in the lists of assessments for taxes which they committed to me to collect for the year one thousand nine hundred and thirty-two duly assessed Wilfred W. Dery, as owner or occupant of the land in said City of Taunton, which is hereinafter described, the sum of Seven dollars and seventy-six cents, for state, county, city, town, and district taxes thereon; and whereas, on the twenty-seventh day of April, 1933, I duly issued a demand on said "Wilfred" W. Dery for the payment of said taxes, so as aforesaid assessed on said land, and the same were not paid; and whereas, after the expiration of fourteen days from the date of the demand for payment of said taxes as aforesaid, the same still remaining unpaid, I duly advertised that the smallest undivided part of said land sufficient to satisfy said taxes and interest, if any, with all legal costs and charges, or the whole of said land if no person offers to take an undivided part thereof, would be sold by public auction for the payment of said taxes and interest, if any, with all legal costs and charges, on the twenty-fourth day of April, 1934, at twelve o'clock in the noon, at the City Treasury in said City of Taunton, by publishing an advertisement thereof, containing a substantially accurate description, and the names of all owners of said land known to me, and the amount of the taxes so as aforesaid assessed thereon, in the Taunton Daily Gazette, a newspaper published in the City of Taunton in the county where said land lies, at least fourteen days before the time appointed for the sale, and by posting the said advertisement in two or more public and convenient places in said City of Taunton, to wit: the lobby of City Hall and County Court House, at least fourteen days before the time appointed for said sale; and whereas, said taxes so as aforesaid assessed on said land were not paid,

Taunton  
Astor Heights  
Plat



**RANGE AVENUE****Location** RANGE AVENUE**Mblu** 88 / 57 / 0/**Acct#** 20061016**Owner** CITY OF TAUNTON**Assessment** \$182,700**PID** 103240**Building Count** 1**Current Value**

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$0	\$182,700	\$182,700

**Owner of Record**

**Owner** CITY OF TAUNTON  
**Co-Owner**  
**Address** 141 OAK STREET  
TAUNTON, MA 02780

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0564/0268  
**Sale Date** 01/10/1901  
**Instrument** 1E

**Ownership History**

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
CITY OF TAUNTON	\$0		0564/0268	1E	01/10/1901

**Building Information****Building 1 : Section 1**

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent Good:**  
**Replacement Cost**  
**Less Depreciation:** \$0

## Building Attributes

Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

## Building Photo



(<https://images.vgsi.com/photos2/TauntonMAPhotos//default.jpg>)

## Building Layout

(<https://images.vgsi.com/photos2/TauntonMAPhotos//Sketches/103240>)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

## Extra Features

Extra Features	Legend
No Data for Extra Features	

**Land****Land Use**

**Use Code** 9300  
**Description** COT- VACANT COUNCIL  
**Zone**  
**Neighborhood** 0050  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Acres)** 17.91  
**Frontage**  
**Depth**  
**Assessed Value** \$182,700

**Outbuildings**

Outbuildings		Legend
No Data for Outbuildings		

**Valuation History**

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$0	\$160,700	\$160,700
2022	\$0	\$150,700	\$150,700
2021	\$0	\$150,700	\$150,700

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## **INFORMATION & TERMS OF SALE**

**PREVIEW DATE:** Friday – September 29<sup>th</sup>, 2023 from 11:00 AM – 12:00 PM

**AUCTION DATE:** Friday – October 6<sup>th</sup>, 2023 at 11:00 AM

**AUCTION LOCATION:** On-site –Range Ave, Taunton, MA 02780

**TYPE OF SALE:** Public Real Estate Auction

**SELLER:** City of Taunton

**FINAL BID CONFIRMATION:** Seller reserves the right to accept or reject any and all bids. Bidding increments shall be at discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw the property at any time. Final bid is subject to confirmation by the seller.

**DEPOSIT:** In order to qualify as a bidder and bid at the auction one must register on-site the day of the auction or before the auction. Bidder must be present on auction day with a \$25,000 deposit. The deposit must be in the form of cash, bank wire (received before the auction) or certified bank check made payable to “North Country Auctions” or buyer and then endorse to “North Country Auctions”. NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED. The deposit must be accelerated to equal ten percent (10%) of the purchase price within ten (10) days of auction in the form of cash, bank wire, or certified bank check made payable to North Country Auctions.

\*\*\*\*\*

### **REGISTERING TO BID:**

Registration will take place any time prior to sale or on the day of the sale starting at 10:00 AM on Friday, October 6<sup>th</sup>, 2023. In order to register to bid at the auction, bidders must have positive identification and the required deposit amount indicated in the advertised Terms of the Sale. NO PERSONAL OR BUSINESS CHECKS WILL BE EXCEPTED. Once registered you will have your bidder card to raise when you would like to make a bid.

### **WINNING BIDDER:**

The winning bidder will be required to sign in duplicate a Purchase & Sale Agreement at the auction. According to the Purchase & Sale Agreement, winning bidders will be required to close on the subject property within 45 business days, but no later than December 12th, 2023. Property will be sold “as-is.” We make no representations, warranties, or guarantees as to the accuracy of the information provided and urge all bidders to rely entirely on their own inspection and investigation of the premises. Other terms to be announced at the sale.

### **AUCTIONEER’S NOTE:**

Announcements made on the auction block will take precedence over any previously written or published content. Auctioneer reserves the right to accept or reject any and all bids. Bidding increments shall be at the discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw the property at any time. Announcements made on the auction block take precedence over any previously printed or any oral statements made.

### **BUYER’S PREMIUM:**

There will be a Buyer’s Premium (BP) of 10% added to the winning high bid. The high bid amount plus the Buyer’s Premium shall constitute the Total Sale Price. The Total Sale Price is the total due from the buyer and is the amount that will be represented on the Purchase & Sale Agreement.

### **PROCESSING AND RECORDING FEES:**

At closing, buyer and seller will be responsible for their legal processing fees to be determined. The Balance Due from the buyer is the Total Amount of Sale less the deposit paid at the auction (including the accelerated deposit). The Balance Due must be paid within 45 business days of the auction, but no later than December 12<sup>th</sup>, 2023. Time is of the essence.

### **PURCHASE & SALE AGREEMENT:**

A copy of the Purchase and Sale Agreement is available for your review prior to the auction. At the auction, the final copy will be provided to all the qualified bidders. This will be signed by the successful high bidder upon confirmation of sale.

## **AUCTION TERMS AND CONDITION:**

1. Any person or entity intending to bid on the subject premises, must deposit prior to sale, \$25,000 U.S. funds in the form of cash, bank wire (received prior to the auction) or certified bank check made payable to "North Country Auctions" or to bidder to be endorsed to "North Country Auctions" and deposited with the Auctioneer as a qualification to bid. The deposit must be accelerated to equal ten percent (10%) of the purchase price within ten (10) days of auction, and such amount must be in U.S. funds in the form of cash, bank wire, or certified bank check made payable to "North Country Auctions." Deposits of unsuccessful bidders will be returned upon conclusion of the sale. Deposits tendered by successful bidders shall be non-refundable and shall become the property of the Seller upon the Seller's acceptance of the successful bidder's highest bid.
2. The successful bidder(s) must sign a Purchase & Sale Agreement, calling for a closing within forty-five (45) business days of public sale but no later than December 12th, 2023, at which time the balance will be due in certified U.S. funds. Failure to pay remainder of the purchase price will result in the forfeiture of the deposit and the sale may be made to the second highest bidder. All buyers(s) will be required to pay a buyer's premium of ten percent (10%)
3. The sale will be on an "As-is, Where-is" basis without any warranty whatsoever as to the condition of the premises or fitness for a particular purpose and will be made subject to any conditions a title search would reveal (including recorded leases), any unpaid real estate taxes or sewer assessments, and any facts which an inspection or survey of the premises might show.
4. The above terms are subject to change. Final additional terms will be announced at the sale.

Bidders Name: \_\_\_\_\_

Bidders Phone Number: \_\_\_\_\_

Realtors Name: \_\_\_\_\_

Sign & Date: \_\_\_\_\_

## PURCHASE & SALE AGREEMENT

This Purchase and Sale is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Taunton, (the “Seller”) North Country Auctions (the “Auctioneer”) and \_\_\_\_\_, the high bidder (the “Buyer”) at the public auction described below.

### 1. SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted October 6<sup>th</sup>, 2023, by the Auctioneer, the Buyer, as the highest bidder, agrees to purchase the property described below (the “Property”) in accordance with the terms hereof.

### 2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following, namely:

The "Property of land" at Range Avenue in Taunton, Ma. also known and which can be identified as Assessor's ID 88-57-0 which property includes 17.91 acres of land.

**Property Address:** Range Avenue, Taunton MA. Assessor's ID 88-57-0

### 3. TRANSFER OF THE PROPERTY

The property shall be conveyed by the usual State of Massachusetts Quitclaim Deed. The property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, the rights of parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes and zoning ordinances.

The total bid price will be set forth as the consideration in the deed to the property.

#### PRICE AND DEPOSIT

The agreed purchase price for said premises is \_\_\_\_\_ and NO/100 (\$\_\_\_\_\_.00) dollars (highest bid plus applicable 10% buyer's premium), of which

\$25,000.00 has been paid as a non-refundable deposit this day and

\$\_\_\_\_\_ accelerated deposit will be paid within 10 business days of this day (10% of the purchase price including Buyers Premium) in the form of cash, bank wire, or certified bank check

\$\_\_\_\_\_ are to be paid at the time of delivery of the Deed in cash, or by certified cashier's, treasurers, or bank check(s)

\$\_\_\_\_\_ **TOTAL**

#### 4. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of \_\_\_\_\_, on or before eleven o'clock (11:00AM) on the forty-fifth business day (December 12<sup>th</sup>, 2023) following the date hereof, or such other time and place as may be mutually agreed upon by the seller and the buyer (the "Closing) and such papers shall be held in escrow by North Country Auctions, until the Closing contemplated by this Agreement.

#### 5. TITLE

In the event the Seller cannot convey title to the property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

#### 6. RISK OF LOSS

Seller shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Seller. If the Property is damaged by the fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, paying there for the full balance of the bid price.



#### 7. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's 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 or arising out of said public auction on the part of the Seller to be performed or observed.

#### 8. CONDITION OF THE PREMISES

The Property shall be conveyed in "as-is" condition, subject to the present matter of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller, its agents, employees or representatives nor the Auctioneer not set forth or incorporated in this Purchase and Sale.

#### 9. BUYERS DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, in excess of the amount of the deposit, due to the Buyer's default, including costs and expenses of subsequent sales of the Property or any portion thereof and the attorneys' and auctioneers' fees in connection therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

#### 10. DEED STAMPS AND RECORDING FEES

The Buyer and Seller shall pay their own recording fees in connection with the transfer of the property.

#### 11. ADJUSTMENTS

Water, gas, oil and real estate taxes for the then current fiscal year, shall be apportioned and adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyers at the time of delivery of the deed.

#### 12. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, is to be constructed as a Massachusetts Contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified, or amended only by a written instrument executed by both the Seller and the Buyer.

If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Purchase and Sale or to be used in determining the intent of the parties to it.

**IN WITNESS WHEREOF**, the parties have executed this Purchase of Sale Agreement as a sealed instrument as of the date first written above.

BUYER

by: \_\_\_\_\_

BUYER

by: \_\_\_\_\_

SELLER

by: \_\_\_\_\_  
City of Taunton

AUCTIONEERS

by: \_\_\_\_\_  
North Country Auctions