

CARROLL COUNTY, MARYLAND

TERMS OF TAX SALE

JUNE 30, 2023

<https://carroll.marylandtaxsale.com>

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

By registering to bid, each bidder hereby accepts the Carroll County (“County”) terms of tax sale, with the intention to be bound, and hereby declares and affirms, under the penalties of perjury, that the information and representations set forth herein and provided to the county are true and correct. Failure to abide by the terms of tax sale can result, without notice, in the bidder and/or bidding entity being ejected, suspended or barred from the current and/or future tax sales for a period to be determined by the Tax Collector.

1. All bidders must pre-register in accordance with the provisions of the Tax Sale Notice. Late registrations will not be accepted. 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.
2. All individual and entity bidders (corporations, partnerships, trusts, estates, limited liability companies) shall be registered in their full legal name as it will appear on the Certificate of Sale and in future legal proceedings and recorded deed documents. All bidders must provide the following information:
  - a. Full legal name of individual or entity;
  - b. Street address for principal place of business;
  - c. Bidder’s name, address, email and telephone/fax number;
  - d. Federal tax identification number (entity) or Social Security number (individual);
  - e. Maryland State Department of Assessments & Taxation identification number (entity);
  - f. Resident agent(s) name, address, telephone number (entity);
  - g. Evidence that the entity is registered to do business and is in good standing in the State of Maryland; and,
  - h. Agents of entity bidders must identify themselves by full name and address and provide evidence of their authorization to bond the principal, if requested by the County.
3. Any sale made to a bidder who is later found not qualified to do business in the State of Maryland will be voided. Monies paid by such bidders will be refunded less a twenty-five percent (25%) service charge.
4. Bidding will begin at an amount set by the Tax Collector and will be no less than the amount due for taxes and other charges and fees. All bid amounts must be stated in U.S. dollars. If there are no bids, the property will be sold to Carroll County for the amount due. The auction will begin with a set of properties and proceed in sets until all properties have been sold. Any agreement, consent or conspiracy to suppress, predetermine, rig or fix the bidding at the tax sale will be deemed to be a violation of the terms of sale, subject to voiding of the bids received, debarment from future sales, and prosecution to the extent allowed by law.
5. The maximum bid on any property shall be set at an amount equal to (4) times the assessed value, as any bid in excess of the maximum is assumed to have no logical relationship to the actual value of the property. Bidders wishing to bid in excess of the maximum bid must contact the Tax Collector with a valid reason for requesting a waiver of the maximum bid limit and express intent to complete the purchase at the higher bid amount.

6. Section §14-818 of the Tax-Property Article of the Annotated Code of Maryland provides that the payment of the purchase price on tax sales “shall be on the terms required by the Collector.” Successful bids will be conditionally accepted, pending receipt of the amount due. Carroll County reserves the right to refuse to accept bids that are not made in good faith. The County requires that all purchasers remit via ACH Debit on the day of the tax sale by 3:00 p.m. 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 expenses incurred in the making of sale. If the purchaser fails to complete the payment transaction, the 2<sup>nd</sup> place bidder will be deemed the winning bidder, and the purchaser may be barred from future tax sales. In addition, Section §14-818 provides that “the remainder of the purchase price remains on credit.” The difference between the amount bid and the amount paid at the time of sale must be paid following foreclosure and prior to execution of the deed by the Collector.
7. Tax Sale Certificates will be issued within 2 weeks following sale and held on behalf of the purchasers unless a request for delivery is received. The Collections office will record the tax sale certificates on your behalf with the Clerk of the Circuit Court land records on or before August 31, 2023, and email electronic copies to the purchaser.
8. Notice to the purchasers of the 2023 Tax Sale Certificates: The first day to file in Circuit Court to foreclose the right of redemption on the property is December 30, 2023. Check with the Collections Office (410-386-2965), to verify that the property has not been redeemed. A Bill of Complaint must be filed within two (2) years from the date of the Certificate of Sale or the certificate will expire. The buyer is required to report such filings to the Collections Office immediately. Any right, title and interest of the purchaser in the property sold shall cease on the date of expiration, and all money paid shall be deemed forfeited.
9. All redemptions must be processed, and all sums paid through the Collections Office, including attorney’s fees and other expenses of the purchaser. All monies collected for redemption will be refunded to the purchaser. Pursuant with State law, no fees incurred in the first four (4) months from the date of sale will be allowed. No monies are to be solicited or accepted by the buyer, their agents, or attorney except through the Collections Office. Any attempt to collect taxes or fees directly from the property owner may result in the buyer being barred from future participation in the Carroll County tax sale.
10. It is the responsibility of the purchaser to advise the Carroll County Collections Office (410) 386-2965, email: [bgesell@carrollcountymd.gov](mailto:bgesell@carrollcountymd.gov) of all expenses incurred in any action or in preparation for any action to foreclose the right of redemption. Upon request, the purchaser shall provide an itemized statement of permitted expenses within three (3) business days, and the figures must be valid for a period of at least thirty (30) days. Failure to provide the necessary information within three (3) business days of request shall constitute a waiver of a claim to any expenses not previously submitted. A copy of the cancelled checks, and/or a copy of the invoices receipted as paid; and copies of any work produced is required as proof the work was done and the costs were incurred. Carroll County will not be held accountable for collecting expenses unless we have received the required documentation.
11. The rate of interest to be paid to the purchaser is 14% per annum from the date of sale to the date of redemption. The Collections Office will provide tax sale purchasers with Internal Revenue Service Form 1099 and will report any earnings to the proper taxing authorities. Prospective bidders must provide their social security or tax identification numbers to the County to become a registered bidder.
12. Notice regarding invalid or voided sales: When a Tax Sale on a property is voided, for any reason other than as described in #3, purchasers will be notified and advised not to pursue any further foreclosure action or to incur additional expenses. Reimbursement will be limited to the amount paid at the sale.

13. Certificates of sale may be sold between willing buyers and sellers with the exception that no certificates may be sold to the deeded owner(s) of the property. Requests to transfer Tax Sale Certificates will only be recognized after the County has received the proper Assignment Documents legally assigning the Certificates.
14. The Collections Office will inform all property owners and any other parties having an interest in the property of the bid price, and such other information as may be necessary to enable those parties to make an informed financial decision concerning redemption.
15. In order to record a deed to the property from the Tax Collector, all governmental charges and billings including water and sewer charges and special benefit charges made subsequent to the tax sale must be brought current as of the date of the deed. Outstanding benefit assessment principal 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.
16. The County and the 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. This is an online public auction. Prospective bidders should investigate the properties before bidding. The purchaser agrees to assume all risks regarding these matters.
17. By registering to bid, each bidder represents and warrants that he/she/it is authorized to bid and ready, willing, and financially able to consummate each sale at the price(s) bid. Bidders acknowledge that this representation is material to the county's willingness to issue them a bidder number and to accept bids during the sale.

JENNIFER D. HOBBS  
TAX COLLECTOR