

MEMORANDUM OF SALE

240 Worcester Road, Sterling, MA

223 Worcester Road, Sterling, MA

I/We,

Of

(hereinafter referred to as the "Buyer"), hereby acknowledge that I/we have agreed to purchase at Public Auction Sale, held on December 10, 2021 from Victoria Smith, duly appointed Tax Title Custodian for the **Town of Sterling**, Massachusetts, (hereinafter referred to as the "Seller"), the real estate described below for the sum of

(\$ \_\_\_\_\_ ) **DOLLARS.**

The Buyer hereby agrees to comply with all of the terms of the sale as stated in this Memorandum of Sale. The Buyer agrees to pay the Seller Ten Percent (10%) of the sale price as a non-refundable deposit, of which **TWENTY THOUSAND (\$20,000.00) DOLLARS** is due at the auction, and the remainder of the 10% non-refundable deposit in the amount of \$ \_\_\_\_\_ is due on or before 12:00 P.M. on Monday, December 13, 2021. As part of the ten percent non-refundable deposit the Buyer has paid to the Seller in the sum of **TWENTY THOUSAND (\$20,000.00) DOLLARS** with certified funds this day and agrees to pay the balance of the ten percent non-refundable deposit to the Seller with certified funds on or before the above referenced time and date. Said sums shall be forfeited to the use of Seller in the event that the Buyer fails to comply with any terms of the sale. Notwithstanding any and all forfeitures, said forfeitures shall not relieve the Buyer of his/her/their liability under this contract. If the Seller shall fail to fulfill for any reason the agreement contained herein the deposit shall be returned to the Buyer and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. The Seller also reserves the right to convey the premises to the second highest bidder if the buyer fails to comply with the terms of the sale.

The said real estate will be conveyed by a Tax Title Custodian Deed prepared and recorded by the Seller. The balance of the purchase price shall be paid in cash, certified check or bank check to the Town of Sterling and shall be delivered to the Town Treasurer no later than 1:00 P.M. on **January 12, 2021**. If said balance is not paid as stated herein the Buyer hereby agrees that said nonrefundable deposit shall be retained by the Seller as liquidated damages and all obligations of the Seller as set forth herein shall cease to exist.

A portion or the entirety of the real estate described in this agreement and intended to be conveyed is **Registered Land** and, as such, is subject to the provisions of M.G.L Chapter 185. In order to comply with the terms of this agreement the Seller has filed a petition in the Land Court to obtain an Order that a new certificate of title be issued in the name of the Seller. Although the Seller has filed said petition it has no control over the time frame in which the Order will be issued. Because the Land Court may not issue the Order by the **Time for Performance referenced above the Seller and Buyer agree to extend the Time for Performance from time to time as is necessary for the Seller to obtain the Order from the Court.**

Municipal Real Estate Taxes for the remainder of **fiscal year 2022 and all of fiscal year 2023** in the amount of \$ \_\_\_\_\_ shall be added to the purchase price payable by the Buyer at the time the balance of the purchase price is paid.

**240 Worcester Road, Sterling, MA**  
**223 Worcester Road, Sterling, MA**

The buyer shall pay the cost of recording the deed conveying the real estate described below at the time the balance of the purchase price is paid. This amount is **\$310.00**.

The buyer shall pay the cost of all legal services to the Town regarding the sale of the property at the time the balance of the purchase price is paid. This amount is **\$1,500.00**.

In addition to the purchase price and the real estate taxes the Buyer shall also pay a "Buyer's Premium" in the amount of **10%** of the purchase price as stated above. This amount which is \$\_\_\_\_\_ must be paid at the same time the balance of the purchase price is paid.

The Buyer also agrees to execute a statement under Massachusetts General Laws Chapter 7 Section 40J, which discloses whether or not he/she/they hold(s) an elected public office and whether or not he/she/they is/are an employee of the Division of Capital Planning and Operations, and to execute an affidavit under the provisions of Massachusetts General Laws Chapter 60 Section 77B as amended by Chapter 803 of the Acts of 1986 in which he/she/they make(s) an oath stating that he/she/they has/have never been convicted of the crime of arson or of aiding in the commission of the crime of arson or the fraudulent filing of a claim for fire insurance or is/are not delinquent in the payment of real estate taxes to the Town of Sterling.

No representations or warranties of any kind regarding the existence and/or absence of any hazardous material, including but not limited to any type of mold, lead paint or asbestos in or on the premises is made, which materials, if any, may be subject to the provisions of Massachusetts General Law Chapter 21E or Massachusetts General Laws Chapter 111 Section 190-199 and/or any regulations promulgated there under.

The Buyer also agrees to enter into an agreement with the Health Director of the Town of Sterling Board of Health pursuant to Title V, 310 CMR 15.301 (4) (b) which states that he/she/they agree to upgrade the existing septic system/cesspool located on said property or to connect the facility to a sanitary sewer or a shared system within the next two years from the date title is transferred to the Buyer.

Verbal descriptions by the Town of Sterling, its Agents, the Custodian, the Auctioneer or anyone connected with this sale shall not invalidate nor become part of this sale as the Buyer agrees that he/she has examined the premises to his/her satisfaction and accepts all known and unknown defects. The Town of Sterling, its Agents, the Custodian and the Auctioneer shall not be liable for any reason whatsoever as to the accuracy of the description of the listed premises, the bounds, area involved, building and/or buildings, or taxes.

The Buyer is buying subject to "GUARANTEED PERFORMANCE" of the amount bid and entered onto the Memorandum of Sale. Guaranteed Performance is understood to mean that in the event of default by the Buyer, necessitating a resale at public auction for any lesser amount, the Buyer will pay the difference between his/her bid and that of the resale bid. The Buyer further agrees to pay all costs of collecting said deficiency and reasonable attorney fees and court costs. The Buyer shall have no claim to any excess consideration obtained by a resale.

The Custodian reserves the right to re-offer the listed parcel, opening at the last bid, in the event two or more bidders claim to be the successful bidder. The Custodian reserves the right to accept or reject any or all bids.

**240 Worcester Road, Sterling, MA**  
**223 Worcester Road, Sterling, MA**

The Town of Sterling, its Agents and the Custodian make no representations as to the status of the land use. The Buyer shall assume the responsibility of obtaining any and all permits from the Federal, State, and local authorities as maybe required for land use, building, zoning and conservation.

The Premises are being sold subject to any and all rights, rights of way, restrictions, orders of conditions, easements, local zoning laws and regulations, covenants, and improvements if any there be.

The Buyer acknowledges that he/she/they is/are aware that the property is being sold "AS IS" and further acknowledge(s) that no representations or warranties of any kind regarding the property have been made by the Seller.

The Buyer is acquiring the property based solely on his/her/their independent investigation and inspection of the property, and not in reliance on any information, whether verbal or written, supplied or provided by the Seller or any representative of the Seller.

If a material defect in the recorded title shall be claimed by the Buyer, the Buyer shall notify the Seller in writing at least ten (10) days prior to the date for the delivery of the deed stated above and the Seller shall be entitled to elect to either terminate this agreement or use thirty (30) days from the date of notice thereof to perfect said title. If the Seller elects to perfect title, but is unable to clear the record title or to make conveyance as above stipulated, the deposit made hereunder shall be refunded to the Buyer and all obligations of all the parties hereto shall cease and be null and void. Buyer's sole recourse in the event of the Seller's failure to deliver title as required herein is the return of the deposit.

**THE FACT THAT THE JUDGMENT ENTERED BY THE LAND COURT IN THE TAX LIEN FORECLOSURE CASE TRANSFERRING OWNERSHIP TO THE TOWN OF STERLING IS LESS THAN ONE YEAR OLD AS OF THE DATE OF THIS AGREEMENT AND OR THE DATE OF CLOSING STATED ABOVE OR OF AN EXTENSION OF THE CLOSING DATE AS AGREED TO BY THE SELLER AND BUYER DOES NOT CONSTITUTE A MATERIAL DEFECT IN THE RECORDED TITLE.**

The acceptance of the deed by the Buyer or 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 of Seller.

Seller acknowledges that she has received from the Buyer the sum of **TWENTY THOUSAND (\$20,000.00) DOLLARS** as a non-refundable deposit of this purchase. The real estate is described as follows:

**PARCEL I: Land in said Sterling, with the buildings thereon, at 240 Worcester Road, shown as Map 105, Block 0, Lot 47 on the Town of Sterling's Assessors' records, being land shown on Ld. Ct. Pl. 1673-A, filed with Cert. of Title 163, described in Worcester Registry District Cert. of Title 16269, Book 82, Page 69.**

**PARCEL II: Land in said Sterling, at 223 Worcester Road, shown as Map 105, Block 0, Lot 22 on the Town of Sterling's Assessors' records, and being a portion of the premises described in Worcester District Registry of Deeds, Book 9923, Page 175, Book 46781, Page 156, and Book 46781, Page 160.**

240 Worcester Road, Sterling, MA  
223 Worcester Road, Sterling, MA

The Buyer and Seller do hereby acknowledge that they have read the foregoing and understand and agree to the terms and conditions as set forth herein and they further acknowledge receipt of a copy of these terms and conditions.

Witnessed By:

\_\_\_\_\_

Buyer

\_\_\_\_\_

Buyer

Date: December 10, 2021

Victoria Smith, Tax Title Custodian,  
Town of Sterling

From the Office of  
Coppola & Coppola, P.C.  
James E. Coppola, Jr., Esq.  
40 South Street  
Marblehead, MA 01945  
Phone (781) 639-0140  
FAX (781) 639-4416  
Email: jim@coppolalaw.us

SAMPLE