

# In Rem Foreclosure of Tax Liens Terms and Conditions

## Terms and Conditions

1. The sale shall be conducted in accordance with State Statutes 75.69 of the Wisconsin State Statutes
2. Vernon County makes no warranties concerning any property offered for sale. The property is being sold at public sealed-bid auction. Any prospective buyers have inspected the premise prior to auction, and the buyer accepts the property "AS IS, WHERE IS, and WITHOUT CONDITIONS", and in its existing condition.
3. Vernon County is not responsible for access to any of the bid properties.
4. Any announcement made the day of the sale will have precedence over any printed material.
5. Before entering any properties, prospective buyers must sign a "Release of Liability" form.
6. Buyers are encouraged to investigate the condition of property and should check with the municipality for allowed use of the property, as well as any special assessments or special charges, including delinquent utilities, due on the property prior to the date of sale.
7. All properties will be sold subject to all easements, zoning ordinances or Government regulations.
8. Although obtained from sources deemed reliable, information in the brochure, or in any other printed material, Vernon County makes no warranty or guarantee, expressed or implied as to the accuracy of the information. All measurements, sizes, or amounts stated are approximate.
9. Wisconsin State Statues (§75.69) requires a minimum bid be placed on each parcel and that no parcel may be sold for less than the minimum amount. The minimum acceptable bid on each parcel will be placed by the Vernon County Legal Affairs Committee. If no bid at or over the minimum amount is received,

the Legal Affairs Committee may set a lower minimum and resell the property at a later date. Until such time that a new minimum bid amount is set, the property may be sold to the first person agreeing to pay the previous minimum bid amount. The right to accept or reject any or all bids is reserved.

10. Minimum bid price does include a portion of the back taxes. However, the buyer will not be responsible for covering the remainder of the back taxes if the sale amount does not cover it all. 2019 Real Estate Taxes will be pro-rated at closing.
11. Bidder is required to deposit ten percent (10%) of the bid amount as earnest money. Such monies are to be submitted with the bid form. These payments must be in the form of a certified check, cashier's check, or money order, and made payable to the Vernon County Treasurer. *NO PERSONAL CHECKS WILL BE ACCEPTED.*
12. The closing on the property will take place within (30) thirty days and occupancy of the property may occur at that time. The remaining balance of the bid is due at this time, in the form of cash, cashier's check, or money order. Transfer will take place by Quit-Claim Deed, and the County will record the Quit Claim Deed and Title Transfer form with the Register of Deeds Office.
13. Vernon County does not furnish an abstract or title insurance with the property. The purchaser is responsible for obtaining their own title insurance, if desired.
14. The Judgment of Foreclosure entered by the Court has removed all taxes (including general and special assessments) appearing on the tax rolls on file in the office of the Vernon County Treasurer.
15. The buyer will be responsible for part of the 2019 Real Estate Taxes.
16. The County will notify all occupants - of which it is aware, of property that was foreclosed upon that they are to vacate the property and to remove all of their personal property before the sale date. This property is being sold by Quit Claim Deed. If you purchase property at this sale, you are responsible for the property and any occupants that may still occupy that property.
17. The buyer will be responsible for any zoning changes and/or use changes for the property.

18. Buyer will be responsible for any and all cost to cure any defects the property may suffer, such as well, septic, structural, surveys, etc.
19. Items not included in the purchase price are the previous owners' personal property, any leased or rented equipment or services.
20. After the completion of the sale, any and all personal property remaining on the premise is property of the buyer.
21. Buyer waives his/her right to rescind the purchase contract.
22. Buyers are informed that the property may have lead based paint.
23. Bidder shall submit one [Tax Foreclosure Bid Form](#) per envelope.
24. All bids are subject to final acceptance by the [Vernon County Board of Supervisors](#).
25. Vernon County reserves the right to accept any bid most advantageous to the County pursuant to Wisconsin Statutes 75.69(1). Some of the considerations in determining the bid most advantageous to the county may consist of the following: dollar amount of respective bids; proposed use of property; whether the land will be subject to real estate taxes; build ability under present zoning code; access or lack of access to the property; dimensions of the parcel and possible use; type of development; costs of providing services and road access as well as potential revenue and real estate taxes under proposed use, etc.
26. Unsuccessful bidders will have their money returned to them within thirty (30) days of the public opening. Successful bidders will have that money applied towards the total purchase price. Successful bidders who do not comply with the requirements of this bid form will forfeit that money to Vernon County.
27. Successful bidders will be notified in writing by Vernon County of their bid acceptance. The successful bidder must then make arrangements to pay the total cash amount of the bid to Vernon County within thirty (30) days of the receipt of the notice of successful bid. Upon payment in full Vernon County will transfer the property to bidder pursuant to the terms of this agreement.