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2025 TAX FORECLOSURE ANNOUNCEMENTS

1. **PAYMENT**: Successful bidders - you must pay for purchases **IN FULL** before you leave the sale. If you are the successful buyer and you do not pay for your properties, the Sheriff's office can take action against you to enforce your bid. This may include securing an order from the Court requiring you to pay the amount of your bid.

   *****Do not leave without paying for your property!**
   *****Do not write an insufficient funds check!**
   *****Do not stop payment on your check!**

   Failing to pay for your parcels may result in you being barred from future tax sales.

   You may pay with <u>cash</u>, <u>check</u> or <u>any combination</u> thereof.

   FEES IN ADDITION TO PURCHASE PRICE: In addition to the winning bid amount, all purchasers must pay a $21 deed recording fee and a $100 processing fee. When you check out and pay for your parcel(s), you will pay this additional $21 + $100 on **each** parcel for which you are the winning bidder. When you receive your new Sheriff's deed in approximately 90-120 days from now, it will already be recorded with the Register of Deeds.

   CASH MUST BE EXACT – CHANGE WILL NOT BE GIVEN! You must pay the <u>purchase price of your bid</u> PLUS <u>the deed recording fee</u> of **$21** plus the <u>processing fee</u> of $100. If you do not have the exact amount, change will not be made and the change that would be due will be added to the purchase price. If you bid $100, and your deed recording is $21, and the processing fee is $100, you owe $221. If you only have $230 and cannot make exact change for your bid, we will collect your $230 and add the extra $9 to the purchase price of the parcel.

2. **STREET ADDRESS**: Although the notice of sale may contain a **common street address for a parcel**, the address is APPROXIMATE and **may not be correct**. We sell parcels based on **legal description; the legal description controls** what real estate is sold and purchased.

3. **INFORMATION ABOUT PROPERTY**: We have no information about property except the legal description. We work off parcel numbers and legal descriptions and don't have any other information about the property.

   MINERAL INTEREST: In addition to real estate, this tax sale may include the sale of mineral interests. We have very little information regarding any mineral interests that may be sold. Many mineral interests are typically "undefined." If you purchase a mineral interest today, you are acquiring only that which the former owner owned – nothing more. If the mineral interests are undefined, you will likely have to take further steps to determine what exactly you have purchased. We make no representation as to the nature and extent of any of these parcels, and you, as a bidder, are charged with doing your own research before you purchase property in a tax sale.

4. **BIDDERS**: **ALL** bidders must be **registered** and have a **bidder's number**. To register, you had to complete a **<u>Bidder's Declaration</u>** attesting that you do not have property in **<u>THIS</u>** County that has delinquent taxes; if you have delinquent taxes, you are not able to bid. *No bids will be recognized unless the bidder has a number.

   If you are a successful bidder on property today, you will have to sign a **<u>Purchaser's Declaration</u>**. In that Purchaser's Declaration, you are declaring that (1) you are not buying on behalf of someone who owns an interest (directly or indirectly) in the property you purchased and (2) you are not related to someone who owns an interest in the property you purchased. If you are here thinking you are going to bid on your parents' property, or your brother's property, know that you CANNOT do so.

5. **INFORMATION UPON PURCHASE**: When it is time to pay for your purchase and complete your paperwork, make sure you give accurate information. If your name, address or other relevant information is not correct, you might not get the correct name on your new deed. You may not get the tax statement for upcoming years. If your parcel ends up back in a future tax foreclosure proceeding, failure to receive the tax statement because you did not provide the treasurer's office with the correct contact information is not a defense to the proceedings. Make sure the info is correct.

6. **BIDS ARE FINAL**: Once you are the successful bidder, we **do not have the ability to unwind the bid**. This is a judicial sale. When the gavel falls, there is a contract between you and the Sheriff's office and the court. No action can be taken at the end of the sale if you find you mistakenly bid on a piece of property you did not intend to bid on, or that the bid amount is incorrect.

7. **TITLE**: A successful buyer receives **bare title to real estate**. There are **no warranties** as to the condition or attributes of the property. Under Kansas law, tax sale purchasers take property under the premise of *caveat emptor*/**<u>buyer beware</u>.** You are charged with notice of all defects or problems with the property.

   A. REAL ESTATE ONLY: A buyer takes title to the real estate, and that which is typically understood to be real estate, only. A buyer does not get title to any personal property on the purchased property. You need to consult a lawyer in order to determine how to dispose of any personal property found on the premises. If there is a mobile home, manufactured home, or any type of trailer on the property, regardless of whether it is on a foundation or affixed to the property, we make no representations as to the rights, if any, you may acquire in that mobile home, manufactured home or other similar item.

   B. CONDEMNATION: A buyer takes title **subject to any pending actions to condemn** the property for code violations or any environmental enforcement proceedings. We have no way of determining whether any of the parcels we sell as part of tax foreclosure proceedings are part of such actions. It is up to you to do the research. You may find that the property has been demolished since the last time you inspected it or that demolition is soon to occur. **<u>This is not a basis that allows you to have the sale set aside</u>**.

8. **TAXES AFTER SALE**: All taxes are discharged **<u>except for special taxes</u>** that may be pending or become a lien during the time period after the case is filed. **<u>We have limited information</u>** regarding pending special taxes. If there is any special assessment (like a fee for mowing or demolition) that has been charged by the city, but it has not yet been reported to the county and included on the tax rolls, that special tax is **not** discharged as a result of this tax sale. It will likely show up on a future tax statement **Buyers, you need to do your own research!**

The 2025 taxes will be reflected on the 2025 tax bill. You will have to pay these when they come due – they are not discharged. There is no proration of 2025 taxes through the date of sale. **If you are mistaken about the taxes on a parcel that you purchase today, that is not a basis to set aside the sale.

9. **AUCTIONEERS**: The auctioneer will do his best to recognize bids. If you want to bid, make sure you are clear and emphatic in making your bids. If there is any question as to who the highest bidder is, you must ask for clarification before the auctioneer moves on to the next parcel. Once the auctioneer recognizes the highest bidder and the bidding is closed, we do not have the ability to resolve any issue as to who the highest bidder was.

10. **SALE CONFIRMATION**: After today's sale, we will prepare and file a sales return with the Court. We then file a motion requesting the Court to approve and confirm the sale. The Court will issue an order confirming the sale. **<u>You are not the owner until such time as the sale is confirmed</u>**. Once the sale is confirmed, then we begin the process of preparing the new deeds **for all parcels included in the sale**. This will take up to **90-120 DAYS OR MORE** depending upon issues arising post-sale.

11. **Until the sale is confirmed you do not have a right to collect rent or require the owner to leave** the premises. You do not have the right to start removing, demolishing, cleaning up or otherwise altering the property. You do not have the right to change the locks on the property. Once the sale is confirmed, then you have an interest in the property subject to receipt of your sheriff's deed. The best course of action is to wait until you have the deed in hand before attempting to alter or enter the property.

12. If you purchase real estate today, and the sale is confirmed, title to the **real estate is clear and free of any tax liens, mortgages or prior interest**s. **You DO take title subject to easements and covenants in use or of record.** And title to the real estate is subject to existing tenants or existing leases regarding the property. In such case, as the buyer, you **step in the shoes of the previous landlord and have the right to collect the rent**, but not until you have your new deed.

13. Unlike mortgage foreclosure action, the prior owner in a tax foreclosure proceeding does not have a right of redemption. However, the United States of America via the IRS does have special redemption rights of six months to a year. Although they are rarely exercised, they do exist. Also note, that a property owner can challenge your purchase today by filing a motion to set aside your purchase of his/her property. If such a motion is filed, and you do not appear and raise an objection, under certain circumstances, the court can and will set aside your purchase and return the property to the original owner. Under these circumstances, you should seek legal advice.

14. **PROPERTY INSURANCE**: During the time period after today's sale and up to confirmation you may not have an insurable interest. Therefore, if the property is destroyed by fire or other casualty before you are able to get insurance, **it is not a basis to set aside the sale**. You need to consult with your insurance agent as to when you have a sufficient interest for your insurance company to issue a policy protecting the property. This is a risk of purchasing tax foreclosure property.

15. **TITLE INSURANCE**: In the event you want to sell tax foreclosure property in a subsequent transaction, you should know **you may have difficulty in securing title insurance** from a title company. Some title companies may not issue title insurance on property that was purchased in a tax foreclosure sale. **The fact that you may not be able to get title insurance for a subsequent sale is not a reason to set aside the sale and receive a refund of your bid.** You may have to take additional action such as filing a quiet title action to get to the point where a title company will insure the title in a later sale.