

\_\_\_\_\_  
Name(s) as it should appear on the Deed or Bill of Sale

\_\_\_\_\_  
Street/P.O. Box

\_\_\_\_\_  
City/ State/ Zip

\_\_\_\_\_  
Phone E-mail Address

\_\_\_\_\_  
Contact Person (for company, corporation, or business)

\_\_\_\_\_  
Officers, Owners, Members or Managers of the Company

### AFFIDAVIT OF BIDDER-UPSET SALE AND JUDICIAL SALE

COMMONWEALTH OF PENNSYLVANIA

) SS:

COUNTY OF BRADFORD

)

I, \_\_\_\_\_ having been duly sworn according to law depose and say as follows:

Print Name

1. I am over the age of eighteen (18).
2. Pursuant to Section 619.1 of the Real Estate Tax Sale Law, 72 P.S. Section 5860.619.1, I hereby certify to the Bradford County Tax Claim Bureau that I or the entity I represent are not delinquent in paying real estate taxes to any of the taxing districts where the property(s) that I am bidding on is located, and that I or the entity that I represent have no municipal utility bills that are more than one year outstanding.
3. Pursuant to Section 618 of the Real Estate Tax Sale Law, 72 P.S. Section 5860.618, I hereby certify that I am not the owner nor the entity that I represent is not the owner of the property(s) that I will be bidding on. I further certify that I am not a partner or shareholder of the owner of the property(s) I am bidding on, nor am I in any of the following legal relationships with the owner; trust, partnership, corporation or any other business association.
4. Pursuant to Section 601(d) of the Real Estate Tax Sale Law, 72 P.S. Section 5860.601 (d), I hereby certify that I am not bidding for, or acting as an agent for a person whose landlord license has been so revoked.
5. I hereby certify that, within the three (3) years preceding of the application, engaged in a course of contact or permitted an uncorrected housing code violation, as defined in section 619 (e), to continue unabated after being convicted of an uncorrected housing code violation, as defined in section 619 (e), and has not either:
  - a. failed to maintain property owned by the applicant in a reasonable manner such that the property posed a threat to health, safety or property; or
  - b. permitted the use of property in an unsafe, illegal or unsanitary manner such that the property posed a threat to health, safety or property.
6. If the applicant is not an individual, the applicant must include documentation that the signer has the authority to act on behalf of the applicant, and the individual appearing in person to register, as required under section 501-A (a), is the signer of the application or otherwise authorized to act on behalf of the applicant.
7. I hereby acknowledge the receipt of the terms and conditions for the upset sale and the judicial sale.
8. I received a copy of the Terms and Conditions for the Bradford County Tax Claim Bureau Upset Tax Sale. I understand it is my obligation as a responsible bidder to read and abide by said Terms and Conditions.

The undersigned verifies that he/she has read this Affidavit and that the facts contained therein are true and correct to the best of his/her information and belief. This verification is made subject to the penalties of 18 PA C.S. Section 4904, relating to unsworn falsification to authorities.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Before me, the undersigned notary republic, this day, personally  
appeared \_\_\_\_\_

to me known, who being duly sworn according to law, deposes  
the aforesaid,

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_

Notary Republic

# Bradford County

## Upset Sale Terms and Conditions

-The Tax Claim Bureau (TCB) is selling these properties for delinquent taxes due. As with any tax sale, this is a “buyer beware sale.” All liens against a property go with the property at this sale and all bidders should know what they are bidding on. As with any “buyer beware sale”, there is always the risk that the owner(s) or others may challenge the sale in court. Should this happen, the purchasers shall be responsible for obtaining their own legal counsel. Neither the TCB nor its solicitor will represent the purchaser against any challenges made by the owner.

-The Tax Claim Bureau will sell the properties as described in the assessment records and makes no warranty or representation as to description, nor will it make any survey on any property sold. The TCB also will not make any warranty or representation as to the condition of any property sold. All properties are sold as is. Again, this is a “buyer beware sale.”

-In addition to the purchase price, the successful bidder must pay the preparation of the deed fee. The transfer tax and the recording fee WILL be the responsibility of the purchaser. The TCB will issue a quit-claim deed, once the sale is confirmed absolute by the Court. This will take approximately 45/50 days. Once the purchaser receives such deed from the TCB, it is up to the purchaser at that time to record the deed with the Register and Recorder, and pay all corresponding fees to R&R at that time. Purchaser should do this within 10 days of receiving the deed.

-Trailers on leased land will receive a Bill of Sale. There are no transfer fees on trailers if they are on leased land.

-Payment is expected at the close of bidding. Monies collected from this sale will be deposited in today’s banking business.

-In accordance with Act 13, prospective purchasers at all Tax Sales are required to pre-register with Tax Claim Bureau not less than **10 days** before the scheduled upset sale.

**-Please provide a copy of the bidder’s driver’s license or other photo ID.**

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Signature & Date