

**Q & A's - Tax Lien Foreclosure Auction**  
**29 Aspen Street, Ware, MA**

**1. Who is the owner of the property?**

Tallage Brooks, LLC

**2. How did Tallage acquire the property?**

Through Land Court Judgment in Case Number 21 TL 000206, recorded at Hampshire County Registry of Deeds Book 14842, Page 17 foreclosing rights of redemption to Instrument of Taking recorded at Book 12839, Page 292, as assigned to Tallage Brooks, LLC by Instrument of Assignment recorded at Book 13994, Page 107. Tallage Brooks, LLC has never occupied the property.

**3. Are Real Estate taxes due?**

As a courtesy, Tallage Brooks, LLC has requested a Municipal Lien Certificate from the Town of Ware that should list any current outstanding real estate taxes that buyer will be required to pay the Town of Ware, along with any other outstanding municipal bills. Tallage Brooks, LLC makes no representations as to the accuracy or completeness of said Municipal Lien Certificate or the existence of any other bills/liens. It is bidder's responsibility to conduct its own due diligence, including, but not limited to, confirming amounts owed directly with the Town of Ware and reviewing title for any other municipal liens (tax or otherwise) which may not appear on a municipal lien certificate.

**4. Do the former owners have a right to redeem the property?**

The rights of redemption of the parties served notice in Land Court Case Number 21 TL 000206 (see attached copy of docket report) were foreclosed as of April 13, 2023, the final Judgment date. Interested parties, including the former owner, have the right to bring a Motion to Vacate the Judgment within the time prescribed under Section 69A of Chapter 60.

**5. Can I get financing or a mortgage on the property?**

Bidders are required to conduct their own due diligence concerning the property, including their ability to obtain financing. The sale is not contingent upon the buyer obtaining financing and Tallage Brooks, LLC is making no representations as to the marketability of title.

Can I get my deposit returned to me if I cannot obtain title insurance?

Bidders are required to conduct their own due diligence concerning the property, including their ability to obtain title insurance. The sale is not contingent upon the bidder obtaining title insurance. The property will be sold "as is" with no warranty or representation as to marketability of title, insurability of title, build-ability, or other productive use, either alone or in combination with other land. The bidder's deposit will be refunded only in the event that the seller is unable to convey the property.

## **6. Are there other encumbrances on the property?**

The premises shall be conveyed subject to all matters of record. While any mortgages, liens and the like existing as of the date of the Judgment and served notice of the tax lien foreclosure action were extinguished, the Judgment does not extinguish easements, restrictions, and agreements to the extent they are enforceable, or encumbrances recorded after the Judgment date.

The conveyance is also subject to: (i) zoning, environmental, septic and building laws; (ii) state excise stamp taxes; (iii) any and all municipal betterments, assessments or liens; (iv) any existing environmental contamination liabilities; (v) tenancies and occupancies, notice of which may not be recorded and (vi) any rights available to interested parties under the laws of the Commonwealth, including, but not limited to any rights or claims in personal property of former owners, tenants, or former tenants that may be located on the property.

## **7. What other amounts will be due at closing?**

In addition to the final bid amount, the buyer will be required to pay: (i) the cost of recording the deed; (ii) the cost of any deed stamps; and (iii) a "Buyer's Premium" equal to 5% of the final bid amount, which will be payable to the auctioneers.