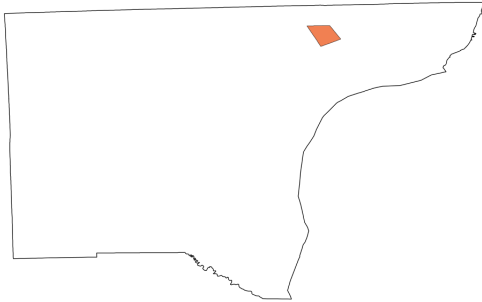


Public Land Auction

City of Highland Park

August 15th, 2025



Location:

Online
www.tax-sale.info

Time:

Auction: 10:00am EDT to 07:00pm
EDT

Printed information is subject to change up to the auction start time. Please check each lot listing closely for updates.



Follow us on Facebook for the latest updates:
www.facebook.com/taxsaleinfo

There are two ways to bid in our auctions:

ONLINE AT WWW.TAX-SALE.INFO

-or-

ABSENTEE BID

(For those who have *no* computer access. Please call for assistance)

For **registered users**, our website features:

- **Photos** and detailed descriptions of properties (where available)
- **GPS/GIS** location of the property
- **Maps** of the property vicinity (where available)
- **Google Maps links** to satellite images of the area and street views of the property and neighborhood (where available)
- **Save properties** to your personalized “favorites” list
- **Personalized Auction Feed** with live updates on parcels in which you have placed a bid(s)

We have a short window to review several thousand parcels prior to listing them on our website. We began inspecting properties in May and release catalogs county by county as they become available. Please be patient and **check back often** for updates. Parcels are sold "as is" based on the assessed legal description only. All other information in this salebook or listed on our website, though reliable to the best of our knowledge, is provided as unverified reference and is not guaranteed to be accurate. You should verify this information with your own research and investigation prior to bidding.

CREATE YOUR ACCOUNT TODAY AT
WWW.TAX-SALE.INFO

Visiting and viewing property BEFORE auction:

The auction list furnished in this salebook contains property that *may* be offered. Please keep checking the catalog on our website as the auction date approaches as some parcels may be removed from the list for a variety of reasons.

You are NOT AUTHORIZED to enter any buildings, even if they are unlocked or open to access. Entering a tax auction property to “see it” is considered breaking and entering (a criminal offense). Please limit your review to looking through the windows and other external inspections. We will post exterior and interior photos on the website and provide other commentary whenever possible.

Entering properties (even vacant land) can be dangerous due to unknown conditions of structures and land. **You assume all liability for injuries and other damage** if you choose to visit these lands.

Properties may be occupied or “being watched” by former owners or neighbors sympathetic with former owners. Occupants are often unknown and could potentially be volatile, unstable or “anti- government” persons. Even vacant land presents potential for conflict.

Some properties still contain the personal property of former owners (including vehicles, furnishings, appliances etc). These items are not sold at our auctions. We are only selling the real estate (land) and whatever is attached to it (buildings and other permanent fixtures).

- **You are not authorized to remove ANY “personal” property, “scrap” metal or fixtures from auction parcels. This is considered theft and will be prosecuted.** We often ask neighbors to watch property for theft and vandalism and report this to local police.
- **Property is sold “as-is” in every respect.** Please check zoning, building code violation records, property boundaries, condition of buildings and all local records available to the public.
- **There are no refunds and no sale cancellation at the buyer’s request.**
- **Information offered on the website or in the salebook is deemed reliable but is not guaranteed.** We suggest reviewing the records of the local assessor’s office to be sure that what we are selling is what you think it is. **We sell by the legal description only.**
- **You should consider obtaining professional assistance** from land surveyors, property inspection companies or others if you have questions about property attributes.

PLEASE REMEMBER that property lists can change up to the day-of-auction.

Paying for your Auction Purchases

- **The full purchase price must be paid in full within 5 business days of the sale.** No purchases can be made on a time-payment plan.
- No cash or personal checks will be accepted.
- All payments must be made with a **Credit/Debit Card, Wire Transfer, or by certified (cashier's) check.**
- Your sale is not complete until we've received both your payment and your notarized receipt and buyer's affidavit paperwork. This is also due 5 business days from the date of the sale.
- When mailing in your paperwork (especially with a certified check), please use a trackable service like Priority Mail, FedEx, or UPS to ensure timely, verified delivery.

Bidding Authorization

- Online and absentee bidding requires a **\$1,000 pre-authorization hold** on a Visa, MasterCard, or Discover credit card before any bids will be accepted. Alternatively, bidders can mail in a \$1,000 certified funds deposit if a credit card is unavailable. A buyer's failure to consummate an online or absentee purchase will result in the forfeiture of this \$1,000.
 - *Your card is not charged unless you win, however the hold may reduce your available credit until it is released by your credit card issuer (usually 30 days).*

Absentee bidding

- If you do not have internet access, **you can submit an absentee bid by calling us.** You will still need to pre-authorize a \$1000 deposit on a major credit card (or mail in a \$1000 certified check deposit). Contact us at 1-800-259-7470 for more information.
 - *Your card is not charged unless you win, however the hold may reduce your available credit until it is released by your credit card issuer (usually 30 days).*

2025 AUCTION SCHEDULE

All Auctions are ONLINE ONLY

Schedule is subject to change – Please see www.tax-sale.info for the latest information

* = Includes a catalog of DNR Surplus Parcels in this county

Kent*, Oceana*, Ottawa, Muskegon 8/1/2025	Northwestern Lower Peninsula (Grand Traverse*, Lake*, Leelanau, Manistee*, Mason, Wexford*) 8/4/2025	Branch, Hillsdale, Jackson 8/5/2025
Monroe 8/5/2025	Bay, Gladwin, Arenac 8/6/2025	The Thumb Area (Huron, Lapeer*, Sanilac, Saint Clair, Tuscola) 8/7/2025
City of Highland Park 8/15/2025	Eastern Upper Peninsula (Alger*, Chippewa, Delta, Luce*, Mackinac, Schoolcraft*) 8/18/2025	Western Upper Peninsula (Baraga, Dickinson, Gogebic*, Houghton, Iron, Keweenaw, Marquette*, Menominee, Ontonagon) 8/19/2025
Oakland 8/20/2025	Southern Central Lower Peninsula (Clinton, Gratiot, Ionia, Livingston, Montcalm, Shiawassee, Washtenaw*) 8/21/2025	Central Lower Peninsula (Clare, Isabella, Mecosta*, Osceola, Midland*, Newaygo*) 8/22/2025
Barry*, Calhoun, Kalamazoo, St. Joseph 8/26/2025	Allegan*, Berrien, Cass, Van Buren 8/27/2025	North Central Lower Peninsula (Crawford, Kalkaska, Ogemaw*, Oscoda, Otsego, Missaukee*, Montmorency*, Roscommon) 8/28/2025
Antrim, Charlevoix, Emmet 9/2/2025	North Eastern Lower Peninsula (Alcona, Alpena, Cheboygan, Iosco, Presque Isle) 9/3/2025	Saginaw 9/4/2025
Genesee* 9/5/2025	Minimum Bid Re-Offer Auction 9/26/2025	No Reserve Auction 10/31/2025

City of Highland Park Land Sales

Rules and Regulations

1. Registration

You must create an online user account at www.tax-sale.info in order to bid at an auction. You should create such an account no less than 48 hours prior to the auction in which you wish to participate to ensure that your account is active and authorized in time to bid. Before any bids will be accepted, you must also provide a deposit by authorizing a \$1000 pre-authorization on a Visa, MasterCard, or Discover credit card or by tendering \$1,000 in certified funds to the Auctioneer.

2. Properties Offered

A. Overview

The attached parcel list has been approved for sale at public auction by the City of Highland Park ("Highland Park"). Each parcel is identified by a sale unit number. Highland Park reserves the right to remove parcels from the sale at any time prior to the auction.

Unless otherwise noted, the "Seller" is Highland Park. The Auctioneer is Title Check, LLC which is acting as the authorized agent for Highland Park.

These properties are subject to all applicable Federal State, County and local law including the Highland Park City Code and Zoning ordinance. Highland Park does not guarantee the usability or access to any of these lands. The properties are sold based upon their LEGAL DESCRIPTION ONLY (subdivision name and lot number, or metes and bounds measured description). While effort has been made to ensure that the addresses, parcel sizes, maps, and/or photos are accurate, you are relying on your own investigation and information when bidding on or otherwise purchasing a property. All parcels are sold "as is where is" and there are NO REFUNDS.

B. Know What You Are Buying

It is the **responsibility of the prospective purchaser to do THEIR OWN RESEARCH** as to the suitability of any offered property for any intended purpose. Highland Park and the Auctioneer make no warranty, guaranty, or representation of any kind concerning, but not limited to, the environmental condition, merchantability of title, boundary lines, location of improvements, availability of land divisions, easements or right to access by public street, utility presence or location, or any other physical, structural, or legal condition regarding any parcel offered for sale.

Prospective buyers should, prior to the auction, **personally visit and inspect any offered property** they wish to purchase. However, prior to purchase at the auction, **STRUCTURES MAY NOT BE ENTERED** without the **WRITTEN PERMISSION** of Highland Park. Some structures may be occupied and occupants should not be disturbed.

C. Rehabilitation Requirements

Buyer shall be responsible for rehabilitating any residential structure(s) located on purchased property. For purposes of this requirement, rehabilitation means restoring said structures to a safe and habitable condition to the reasonable satisfaction of Seller and consistent with all applicable state and local building, zoning, use, and other code requirements and obtaining a certificate of occupancy. Seller retains the right to negotiate with buyer following closing regarding the minimum sum to be spent on rehabilitation.

i. Timing

Buyer must commence rehabilitation within six (6) months of the date that a deed is executed for the property at issue. Buyer must complete rehabilitation within one (1) year of the date a deed is executed for the property at issue. Buyer may seek an extension from Seller for good cause which Seller may grant in writing in its sole discretion.

ii. Reversion

In the event that buyer does not complete rehabilitation as provided in this Section, the purchased property shall automatically revert to Seller. Any deed issued by Seller will include the following reversion clause and by bidding on any purchased property buyer expressly acknowledges and agrees to the inclusion therein:

The real property described above is conveyed upon the express condition that it shall be rehabilitated by Grantee. For purposes of this condition, rehabilitation means restoring any residential structures located on the above-described property to a safe and habitable condition to the reasonable satisfaction of Grantor and consistent with all applicable state and local building, zoning, use, and other code requirements and obtaining a certificate of occupancy. Grantee must commence rehabilitation within six (6) months of the date of this conveyance. Grantee must complete rehabilitation within one (1) year of the date of this conveyance. Grantee may seek an extension from Grantor for good cause which Grantor may grant in writing in its sole discretion. In the event that Grantee does not complete rehabilitation within one (1) year of the date of this conveyance or any subsequent extension given by Grantor, title to the above-described real property shall automatically revert to Grantor and Grantee's interest therein shall be extinguished. This covenant runs with the land.

3. Bidding

A. Overview

Live Bidding Auctions:

Highland Park auctions, unless otherwise specifically noted, include live bidding. Bidding at live bidding auctions is divided into two phases:

i. Advance Bidding

Advance Bidding begins **thirty days before the posted auction start time**. During Advance Bidding, you can place and modify bids in any way that you see fit. You can increase, decrease, or delete bids entirely during Advance Bidding. You will be able to see your maximum bid but will not be able to see the current high bid price or what other users have bid during this time. Advance bidding **ends at the designated start time which is listed for the applicable auction** and the Active Bidding phase then begins.

ii. Active Bidding

Active Bidding begins **at the designated start time which is listed for the applicable auction and continues until the designated end time**. Active Bidding is the interactive phase of the auction process. During Active Bidding, you will be able to see the current high bid price and whether or not you are the high bidder. You will also be able to see whether you have been outbid. During Active Bidding you can place new bids or increase bids **but cannot delete or decrease your bid amount**. When making a bid during Active Bidding, you are committing to pay up to your maximum bid amount so bid carefully and accordingly. Active Bidding **concludes at the designated end time which is listed for the applicable auction**. **All bidding ends promptly at the listed end time for the applicable auction**. Bidding *is not* extended beyond the listed end time regardless of bidding activity.

All bids placed during Advance and Active bidding are maximum bids. The auction system will automatically bid on your behalf up to your maximum bid amount as applicable based upon competition from other bidders. Bidding activity can be very high during the final minutes of the auction. Entering your maximum bid and allowing the system to bid up to that maximum, as opposed to manually bidding one increment at a time, helps ensure that you aren't outbid in the final moments of the sale simply because you were unable to manually enter an additional bid before time expires.

After the listed end time passes, the sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid.

Sealed Bid Auctions:

Highland Park may, at its discretion, conduct an auction by sealed bid. Bidding at sealed bid auctions opens approximately thirty days before the final bidding deadline. While bidding is open, you can place and modify bids in any way that you see fit. You can increase, decrease, or delete bids entirely during this time. **Your best and final bid must be entered prior to the posted final bidding deadline at which point bidding CLOSES and all bids are locked**. You can see your own bids while bidding is open but the current high bid price is not visible. **Once the posted bidding deadline passes, final winning bids are calculated and awarded by the award date posted for the auction in question**. The sale will be awarded to the individual bidding the highest amount equal to or greater than the starting bid. All bids placed at sealed bid auctions are maximum bids. The auction system will automatically bid on your behalf up to your maximum bid amount at the time final winning bids are calculated as applicable based upon competition from other bidders.

B. Starting Bid Price

The starting bid prices are shown on the online lot description page for each sale unit as well as on the list included in the sale book. No sales can be made for less than the starting price indicated.

C. Bid Increments

Bids will **only** be accepted in the following increments:

<u>Bid Amount</u>	<u>Increment</u>
\$100 to \$999	\$ 50.00
\$1000 to \$9999	\$ 100.00
Over \$10,000	\$ 250.00

D. Eligible Bidders

Any person who meets the following requirements may register as a bidder:

- The person does not directly or indirectly hold more than a minimal legal interest in any property with delinquent property taxes which is located in the county in which the person intends to purchase property.
- The person is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4/ of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4/, in the local tax collection unit in which the person intends to purchase property.
- The person has not been banned or otherwise excluded by Highland Park from participation in the public sale and is not acting on behalf of another who has been banned or excluded.

Any person unable to attend the sale can be represented at the sale by an agent or other representative with authority to bid and otherwise represent the person. However, any party utilizing an agent to bid on their behalf must still meet the above listed requirements. **The registered bidder is legally and financially responsible for all parcels bid upon whether acting on their own behalf or as the agent of another.**

E. Absentee Bidding

Prospective bidders who do not have internet access or who are otherwise unable to bid on their own may bid by Absentee bid. Absentee bidders must meet all eligibility and other requirements of these Rules and Regulations. Absentee bids will be accepted in increments up to the amount pre-approved by the absentee bidder. Absentee bids require a \$1,000 pre-authorization on a major credit card or a \$1,000 deposit before the bid will be accepted. Absentee bids must be submitted 48 hours prior to the date of the auction by calling 1-800-259-7470.

F. Auction Location

Auctions are conducted online through www.tax-sale.info.

G. Bids are Binding

A bid accepted at public auction through www.tax-sale.info is a legal and binding contract to purchase. Highland Park reserves the right to reject any or all bids.

H. Limitations on Bidding

A bidder may NOT purchase more than three (3) properties per auction. Highland Park and Auctioneer reserve the right to further limit the number of bids placed per auction for any bidder or group of bidders for any reason.

I. Attempts to Bypass These Rules and Regulations

Highland Park and Auctioneer reserve the right to reject the bids of any bidder who appears to be acting on behalf of another person who is ineligible to bid on their own.

4. Terms of Sale

A. Payment

- **The full purchase price must be paid in full WITHIN 5 BUSINESS DAYS OF THE SALE.** Payment may be made by certified funds, money order, Visa, MasterCard, Discover, or wire transfer. No purchases can be made on a time-payment plan.
- If a buyer fails to consummate a purchase for any reason, their sale will be cancelled and the buyer will be assessed liquidated damages in the amount of \$1000 for breach of contract. Seller may collect this liquidated damages assessment from any funds tendered by buyer prior to cancellation and may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above.

The full purchase price consists of the final bid price *plus* a buyer's premium of 10% of the bid price and a \$30.00 deed recording fee. ***Any portion of the purchase price paid by credit card will be assessed an additional fee of 2.75%.***

B. Refund Checks

In some instances, it may be necessary to refund to a buyer some or all of the payment tendered by such buyer. This can occur, for example, when a buyer tenders certified funds in an amount greater than their total obligation or if the sale is cancelled under any provision of these Rules and Regulations. Refund checks will be processed and mailed to buyer within approximately ten days of the time such refund becomes due to buyer. Buyer shall cash such refund check within 90 days of the date listed on such refund check. If buyer fails to cash such refund check within 90 days, such refund check shall become void and buyer shall forfeit any refunded amount.

C. Dishonored Payment

A buyer whose payment is dishonored for any reason will have their sale cancelled and will be assessed liquidated damages in the amount of \$1000. Seller may retain any portion of the purchase price which was tendered and not dishonored up to \$1000 to apply toward such liquidated damages assessment. Seller may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above.

Furthermore, Highland Park may seek to prosecute any buyer whose payment is dishonored or who fails to consummate a purchase.

Any buyer who fails to consummate a purchase for any reason will be banned from bidding at all future land auctions.

The buyer's premium is not subject to any broker fees. There are no co-brokerage or other fees or rebates available.

D. Eligible Buyers

In order to take title to purchased property, each party that will be listed on the deed must meet **ALL of the following requirements at the time their winning bid is accepted:**

- i. The party does not directly or indirectly hold more than a minimal legal interest in any property with delinquent property taxes which is located in the county in which the purchased property is located.
- ii. The party is not directly or indirectly responsible for any unpaid civil fines for a violation of any ordinance, including but not limited to any ordinance authorized by section 4I of The Home Rule City Act, 1909 PA 279, as amended, MCL 117.4I, in the local tax collection unit in which the purchased property is located.
- iii. The party has not been banned or otherwise excluded by Highland Park from participation in the public sale and is not owned or controlled by a person or entity that has been banned or excluded.

At the time payment is tendered after the auction, the buyer will be required to execute an affidavit affirming, **under penalty of perjury**, that each party that the buyer desires to have listed on the deed to purchased property meets the above requirements.

Highland Park will not issue a deed and the sale will be canceled if the buyer or any party that the buyer seeks to list on the deed does not meet the eligibility requirements outlined in this section at the time the buyer's bid was accepted, the buyer fails to execute this affidavit, or if any affirmations made in this affidavit are untrue. If Highland Park is forced to cancel any sale due to the buyer's noncompliance with this provision, the buyer will be banned from participating at all future land auctions and the **buyer will be assessed liquidated damages in the amount of \$1000.** Seller may collect this liquidated damages assessment from any funds tendered by buyer prior to cancellation and may collect any remaining unpaid liquidated damages assessment using the deposit described in paragraph 1 above. Furthermore, Highland Park may pursue **CRIMINAL PERJURY CHARGES** against any buyer who makes a false affirmation on the affidavit required under this or any other provision of these Rules and Regulations.

E. Cancellation Policy

At its sole discretion, Highland Park reserves the right to cancel any sale at any time up until delivery of the deed.

F. Property Transfer Affidavit

It is the responsibility of the buyer to file a **Property Transfer Affidavit** with the assessor for the city of Highland Park **within 45 days of the transfer**. If it is not timely filed, a **penalty of \$5/day (maximum \$200) applies**. The information on this Property Transfer Affidavit is NOT CONFIDENTIAL.

G. Rental Property Registration Application

It is the responsibility of the buyer to submit a **Rental Property Registration Application** and associated fee to the City of Highland Park Building Department if buyer intends for anyone who is *not* the owner to occupy the property. This includes family members.

H. Vacant Property Registration Application

It is the responsibility of the buyer to submit a **Vacant Property Registration Application** and associated fee to the City of Highland Park Building Department if the property is not occupiable for any reason.

5. Purchase Receipts

Successful bidders at the sale will be issued a receipt for their purchases during the checkout process. This receipt does not convey an interest in title to the purchased property unless and until a deed has been issued and recorded. Buyers will be entitled to deeds for the property descriptions identified by the sale unit numbers noted on the receipt unless the sale is cancelled under these Rules and Regulations or other statutory authority.

6. Title Being Conveyed

Quit-claim deeds will be issued conveying **only such title as is possessed by Highland Park at the time of sale**. Title insurance companies may or may not issue title insurance on properties purchased at this sale. Highland Park makes no representation as to the availability of title insurance and the **unavailability of title insurance is not grounds for reconveyance to Highland Park**. The buyer may incur legal costs for Quiet Title Action to satisfy the requirements of title insurance companies in order to obtain title insurance.

7. Special Assessments

Parcels sold are subject to property taxes that become due and payable on or after the day of auction as well as current and future installments of any outstanding bonded assessments. All bidders should contact the City of Highland Park to determine if there are any outstanding bonded assessments for future tax years on the properties being offered.

8. Possession of Property

A. Possession Pending Deed Delivery

It is recommended that the buyer DOES NOT take physical possession of any purchased property until a deed has been executed and delivered to the buyer. The buyer risks financial loss for any improvements or investments made on purchased property *before the delivery of a deed* in the event that Highland Park exercises its right to cancel the sale. Until the buyer pays for all purchases in full and receives a deed, no activities should be conducted on the site other than:

I. Securing the Property

Buyer should take steps to protect their equity in purchased property **by securing vacant structures against entry and obtaining (homeowners) insurance for occupied property. Buyer must board or otherwise secure any residential structures located on purchased property within fourteen (14) days from the issuance of a deed**. Buyer is responsible for contacting local units of government to prevent possible demolition of structures situated on purchased property.

II. Assessing Potential Contamination

Buyer may immediately wish to conduct a Baseline Environmental Assessment (BEA) to assess the condition of potentially contaminated properties. More information about BEAs can be found at <https://www.michigan.gov/egle/about/organization/remediation-and-redevelopment/baseline-environmental-assessments>

B. Occupied Property

Buyers will be responsible for all procedures and legal requirements for conducting evictions. Occupants of purchased property should be treated as tenants holding over under an expired lease. This means that legal eviction and/or possession proceedings will be necessary to effectuate control over such property if occupants will not otherwise leave voluntarily. You may wish to consult a licensed attorney for additional guidance. Buyers may not commence eviction proceedings until a deed to the applicable occupied property has been issued by Highland Park.

9. Additional Conditions

The buyer accepts the premises in its present "as is" condition, and releases Highland Park and employees and agents including the Auctioneer from all liability whatsoever arising from any condition of the premises, whether now known or subsequently discovered, including but not limited to all claims based on environmental contamination of the premises.

A person who acquires property that is contaminated (a "facility" pursuant to Section 20201(1)(1) of Natural Resources and Environmental Act (NREPA), 1994 P.A. 451, as amended) as a result of release(s) of a hazardous substance(s) may become liable for all costs of cleaning up the property and any other properties impacted by the release(s). Liability may be imposed upon the person acquiring the property even in the absence of any personal responsibility for, or knowledge of, the release. Protection from such liability may be obtained by conducting a Baseline Environmental Assessment (BEA) as provided for under Section 20126(1) (c) of NREPA. However, the BEA must be conducted prior to or within 45 days of the earliest date of purchase or occupancy of the

property. Persons who acquire contaminated property may have "due care" obligations under Section 20107a of NREPA even if they conduct a BEA and are not liable for the contamination.

Pursuant to part 201 of NREPA, the person(s) responsible for an activity causing a release at the property is obligated to pursue response activities at the property. Consequently, the non-labile purchaser may be required to provide access to the liable party to conduct response activities at the property in the future. Section 20116 of the NREPA requires that a person who has knowledge that their property is contaminated provide a written notice to the purchaser or other person to whom the property is transferred which discloses the general nature and extent of the release. Additional disclosure obligations may also apply at the time the property, or an interest in the property, is transferred. Accordingly, Highland Park recommends that a person who is interested in acquiring property at this auction contact an attorney or an environmental consultant for advice prior to the acquisition of any property that may be contaminated.

10. Deeds

A. Deed Execution and Delivery

All monies collected will initially be deposited in escrow. Once payment is cleared and verified, funds will be disbursed to Highland Park and deeds will be executed and recorded. Highland Park will deliver the deeds to the Register of Deeds for recording and remit them to the buyer after recording is complete. IT CAN TAKE 6 TO 8 WEEKS FOR DEEDS TO ARRIVE. PLEASE BE PATIENT.

11. Property Taxes & Other Fees

All property taxes that become due and payable on or after the day of auction will be the responsibility of the buyer. The buyer **is responsible for all other fees and liens that accrue against the property on or after the day of the auction.** These items include, but are not limited to, municipal utility or ordinance fees and condo or property owner association fees or dues. This can also include demolition and other nuisance abatement costs. These fees and expenses are not collected at the auction and must be paid by the buyer after taking title to any purchased property which is subject to such fees and expenses.

12. Other

A. Personal Property

Personal property (*items not attached to buildings and lands such as furnishings, automobiles, etc.*) located on offered property or within structures situated on offered property is not sold to the buyer of the real estate in this transaction. Highland Park and Auctioneer make no representations or warranties as to the presence of personal property or as to the legal requirements for dispensing with such property.

Mobile Homes may be titled separately and considered *personal property*. It is the buyer's responsibility to determine the legal status of any mobile home located on purchased property. A useful first step could include determining whether an Affidavit of Affixture of Manufactured Home has been executed and recorded as outlined in MCL 125.2330i.

B. Applicability of These Rules and Regulations

All sales are subject to these Rules and Regulations. Furthermore, additional terms and conditions which apply to one or more specific auction lots may be printed in the auction sale booklets and/or online at www.tax-sale.info ("**Additional Terms**"). If such Additional Terms apply, they will be listed on the online lot description page and/or in the printed sale book for the lot(s) to which they apply. Such Additional Terms, if existing, shall be considered a part of these Rules and Regulations for the specific auction lots to which they apply. Finally, additional conditions are included on the auction receipt given to the buyer at the time of checkout ("**Terms of Sale**"). All sales are subject to these Terms of Sale as well. These Rules and Regulations, Additional Terms, and Terms of Sale are intended to be compatible. To the extent that a conflict arises between any of these sources, they shall be interpreted in the following order of priority: Additional Terms, Terms of Sale, Rules and Regulations.

These Rules and Regulations are subject to change and should be reviewed frequently.

NOTE: Please review the terms at the top of each online catalog and the addendum pages in the sale books for sale-specific purchase terms. Failure to follow the specific rules posted for each sale could result in cancellation of sale and/or the assessment of liquidated damages as provided by these Rules and Regulations.

City of Highland Park

Lot #	Lot Information	Address	Min. Bid
100	Parcel ID: 43 017 02 0172 000; Legal Description: 0172 LOT 172 TUXEDO PARK SUB 1/4 SEC 25 10000 AT L15 P37 WCR Comments: Property is a very large duplex home on Elmhurst. Home looks to be beyond repair. Major structural issues, major Roof issues, collapsing in the middle section between the front and rear of the house. If the home were repairable, and that's a big if, it would be a highly extensive and very expensive project with tenuous profits most likely. Additional Disclosures: 36; 5; 22; 42 (see key for full text) Summer Tax Due: TBA	116 ELMHURST	\$500.00
102	Parcel ID: 43 002 03 0374 000; Legal Description: 8032 LOT 374 BLK. 3 STEVEN'S AND CANDLER'S SUB BLOCK 3 T1S R11E L20 P10 WCR Comments: Two story brick and wood siding, lots of foliage and debris in the yard. No funky leans or anything visible structurally. Couldn't get inside, home tightly boarded up. From the looks of the outside the home could possibly have decent bones. Basement windows look updated at some point. Home probably needs a roof but the foundation looks pretty solid. Additional Disclosures: 46; 33; 5; 42 (see key for full text) Summer Tax Due: TBA	210 FERRIS	\$500.00
103	Parcel ID: 43 013 07 0505 000; Legal Description: 6226 LOT 505 BLK. 14 SUBDIVISION OF BLK'S 13 14 15 16 17 AND 18 OF STEVEN'S SUB 1/4 SEC'S 17 AND 24 10000 A.T. L27 P53 WCR Comments: No floor, no inside pictures. I mean I'm a pretty light and breezy guy but I do need a floor. That said, the BONES look good. And I mean bones. Not a lot of meat left here but these old brick houses are built to last. Little more of an "open" floor plan for my taste, but to each his own. Houses in the area are older with most of them kept up nicely. Additional Disclosures: 42; 22; 5; 36 (see key for full text) Summer Tax Due: TBA	117 COLORADO	\$500.00
104	Parcel ID: 43 004 02 0075 000; Legal Description: 5030 LOT 75 ANNEX TO PROSPECT PARK SUB T1S R11E L26 P23 WCR Comments: 2 Story home on Eason. Bones look solid from the outside (house boarded up tightly). Roof looks SEMI decent, definitely needs eaves and soffit repairs/replaced. Not too many other houses on the block but the ones that are still here are relatively decent and kept up! Additional Disclosures: 46; 33; 42; 5 (see key for full text) Summer Tax Due: TBA	316 EASON	\$500.00
106	Parcel ID: 43 003 01 0313 000; Legal Description: 2880 LOT 313 EASON'S PALMER PARK SUB T1S R11E L26 P71 WCR Comments: Upon arrival for inspection I found the property to be much nicer than the Google Street view showed, but also found it to be occupied. The good news is that the house must be livable! The bad news is it's being lived in. The good news is they cut the grass! The bad news is I couldn't get an inside inspection. And the other good news is the fenced in yard! The street itself is decent and (most of) the houses around it are kept up relatively nicely. Also close to many local businesses. Additional Disclosures: 42; 33; 6 (see key for full text) Summer Tax Due: TBA	209 GENEVA	\$500.00
109	Parcel ID: 43 018 04 0010 000; Legal Description: 3427 LOT 10 ALSO E. 10 FT. OF LOT 11 BESSENGER AND MOORE'S MONTEREY SUB 1/4 SEC'S 15 AND 26 10000 A.T. L26 P17 WCR Comments: 2 Story brick and stucco sided home on Monterey. It's occupied, but not by humans! No not ghosts,...I don't think... Probably just racoons. Yeah, that's it... probably just racoons. Anyway, this one needs the works. Floors feel solid and roof may need work but leakage and water damage aren't terrible. Houses in vicinity are pretty decent and some are updated/rehabbed. Additional Disclosures: 42; 66; 63; 5 (see key for full text) Summer Tax Due: TBA	302 MONTEREY	\$500.00
112	Parcel ID: 43 003 03 0663 000; Legal Description: 2195 LOT 663 THE MEDBURY SUB T1S R11E L27 P9 WCR. Comments: Two story house on Pilgrim. This one didn't receive a personal visit from us, and the images may be outdated. It last appeared to be in disrepair, and will likely require a great deal of effort to rehabilitate. May have been used as a multi-family dwelling. Occupancy status is an unknown. Additional Disclosures: 81; 46; 18; 5; 42; 47 (see key for full text) Summer Tax Due: TBA	223 PILGRIM	\$500.00

Additional Disclosures Key

5: One or more buildings on this parcel has a roof which is either leaking to the interior or appears close to failure. Failing roofs often indicate substantial structural decay inside the building. You should investigate the integrity of this structure(s) prior to bidding.

6: This property is **occupied**. Please respect the privacy of current occupants and limit any inspection to what can be **safely observed from the road**. Some occupants may be upset or angry and may meet contact with aggression or violence. **Please use discretion and caution when researching this or other occupied properties**. Furthermore, although this property has been foreclosed for unpaid taxes, occupants have certain rights under Michigan law and must be formally evicted if unwilling to leave voluntarily. You may wish to consult a licensed attorney for more information.

11: This parcel includes structures which have been damaged by fire. It is up to the auction purchaser to determine if this property can be restored to a safe condition and to comply with all relevant local regulations and building codes. Please research thoroughly prior to bidding.

18: The building on this property appears to have been used for multi-family occupancy in the past based upon indicators such as multiple mailboxes, entrances, numbering, layout, or other such factors. Modifications to the property may NOT have been legally made and may NOT conform to local zoning. Prospective bidders should verify with local officials that multi-family use is permitted under existing zoning. In many areas, once a multi-family use has been discontinued, it cannot be reinstated unless in conformance with local zoning and code.

22: This parcel has substantial structural issues caused by poor design, insufficient maintenance, or both. Such buildings may be subject to condemnation orders which we were unable to locate during our inspection. All such buildings should be brought into compliance with local building regulations prior to use. We **strongly** recommend that you contact the local building code official and consider consulting a competent structural engineer to assess the condition of this property before to bidding.

23: This parcel is located within a municipality which monitors property maintenance and condition. You may be assessed fees and fines if you fail to mow the grass or do not otherwise properly maintain the property after purchase. One advantage to these parcels is that they typically have infrastructure nearby (water, sewer, power). However, you should confirm the availability of such utilities as well as the connection costs prior to bidding. It is your responsibility to determine whether a parcel is suitable for your desired purpose.

33: The interior of this property was not viewed during our inspection. Buildings which are dangerous, occupied, boarded, condemned, or otherwise difficult to enter are inspected from the exterior/curbside only. You are NOT authorized to enter these or any other buildings offered for sale. You should limit your inspection to that which can be made safely from the building's exterior.

34: The foundation of one or more buildings located on this parcel appears to be failing. Correcting foundation issues can be very expensive and issues are often more complex than they initially appear. You should research this issue thoroughly prior to bidding on this parcel.

35: This property contains physical indications that one or more water lines have frozen, ruptured, and leaked for a significant period of time prior to being shut off. Such indications can include damage to ceilings and floors and visibly damaged pipes and fixtures. Damage from freeze bursts can be substantial including significant harm to structural components such as framing and foundations.

36: This parcel includes a structure which should be considered **DANGEROUS**. This building has suffered structural damage which creates substantial risk of harm from falling through damaged areas or collapse from above. It may also contain extensive debris which could fall or collapse, rusty nails, broken glass, and other hazards. **You are not permitted to enter this or any other structure offered at tax sale. You should limit your inspection only to what can be safely observed from the building's exterior.** Trespassers are subject to prosecution.

42: Our review of this parcel indicates that the noted State Equalized Value (SEV) does not appear to reflect the current value of the property. This is often due to buildings or other improvements being demolished or fire damaged or other similar items included in the SEV being removed from the property. It can also be due to market changes in the area in which the property is located. It should be further noted that the SEV/assessed value of the parcel as noted in this listing may be several years old. You should consult a local real estate professional or appraiser to help you assess the current market value of this property before bidding and **should not base your valuation on the stated SEV**.

46: One or more structures was boarded when we conducted our assessment of this parcel. Properties may be boarded for a variety of reasons. For example, properties are often boarded to prevent trespassers from harvesting copper plumbing, wiring, and other fixtures. Buildings may also be boarded by fire or other officials when they present a safety hazard. We generally do not enter boarded structures and limit our observations to the building's exterior. Likewise, you should limit any inspection of this property to its exterior **only**. You are not permitted to remove any boarding to view building interiors under any circumstances. Public property records or polite inquiries to neighbors may reveal additional information about a property's history.

47: This property has been subject to vandalism by former occupants or other parties. Typical damage includes broken windows, holes in walls, broken doors and doorjamb, and other damage which can add to the cost of repair and rehabilitation. You should conduct your own research prior to bidding on this parcel.

63: Pet and/or wild animal waste was observed within this property. Potential bidders should consider that urine stains/odors can be difficult to remove from porous surfaces such as wood floors or underlayment.

66: This property is unsanitary and poses a potential health hazard because of raw food garbage, backed up sewer lines, or other similar waste. Such conditions can attract rodents, wild animals, and other vermin. You should bid accordingly

and be prepared to mitigate the situation immediately upon purchase.

81: We were unable to conduct a follow-up inspection of this parcel following foreclosure. Therefore, information that we obtained previously may now be outdated or inaccurate. In particular, *the photo(s) listed for this property may not accurately reflect the current condition or existence of structures on the property*. Whether or not the property is occupied may also have changed since our last inspection. Any prospective bidder should verify the condition of this parcel with their own research and visual inspection prior to bidding.

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). **The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property		2. County		3. Date of Transfer (or land contract signed)	
4. Location of Real Estate (Check appropriate field and enter name in the space below.) ☐ City ☐ Township ☐ Village				5. Purchase Price of Real Estate	
				6. Seller's (Transferor) Name	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is found on the property tax bill and on the assessment notice.				8. Buyer's (Transferee) Name and Mailing Address	
				9. Buyer's (Transferee) Telephone Number	
Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.					
10. Type of Transfer. <u>Transfers</u> include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. ☐ Land Contract ☐ Lease ☐ Deed ☐ Other (specify) _____					
11. Was property purchased from a financial institution? ☐ Yes ☐ No		12. Is the transfer between related persons? ☐ Yes ☐ No		13. Amount of Down Payment	
14. If you financed the purchase, did you pay market rate of interest? ☐ Yes ☐ No		15. Amount Financed (Borrowed)			

EXEMPTIONS

Certain transfers are exempt from uncapping. If you believe your transfer qualifies for an exemption, please indicate the type of exemption you're claiming below. Note that if an exemption is claimed, your assessor may request additional information to support your claim.

- ☐ Transfer from one spouse to the other spouse.
- ☐ Change in ownership solely to exclude or include a spouse.
- ☐ Transfer between certain family members *(see page 2). Describe relationship from each Transferor to each Transferee, attach additional page if necessary. Seller Name: _____ Buyer Name: _____
 Relationship of Buyer to Seller: _____
- ☐ Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires).
- ☐ Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2). Describe relationship from each Transferor to each Transferee, attach additional page if necessary. Seller Name: _____ Buyer Name: _____
 Relationship of Buyer to Seller: _____
- ☐ Transfer to effect the foreclosure or forfeiture of real property.
- ☐ Transfer by redemption from a tax sale.
- ☐ Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust.
- ☐ Transfer resulting from a court order unless the order specifies a monetary payment.
- ☐ Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse).
- ☐ Transfer to establish or release a security interest (collateral).
- ☐ Transfer of real estate through normal public trading of stock.
- ☐ Transfer between entities under common control or among members of an affiliated group.
- ☐ Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- ☐ Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- ☐ Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- ☐ Transfer of land with qualified conservation easement (land only - not improvements).
- ☐ Other, as described in MCL 211.27a, specify: _____

CERTIFICATION: *I certify that the information above is true and complete to the best of my knowledge.*

Printed Name		Signature		Date	
Name and title, if signer is other than the owner		Daytime Phone Number		Email Address	

Instructions:

This form must be filed when there is a transfer of real property or one of the following types of personal property:

- Buildings on leased land.
- Leasehold improvements, as defined in MCL Section 211.8(h).
- Leasehold estates, as defined in MCL Section 211.8(i) and (j).

Transfer of ownership means the conveyance of title to or a present interest in property, including the beneficial use of the property. For complete descriptions of qualifying transfers, please refer to MCL Section 211.27a(6)(a-j).

Excerpts from Michigan Compiled Laws (MCL), Chapter 211

****Section 211.27a(7)(d):** Beginning December 31, 2014, a transfer of that portion of residential real property that had been subject to a life estate or life lease retained by the transferor resulting from expiration or termination of that life estate or life lease, if the transferee is the transferor's or transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the transfer. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subdivision. If a transferee fails to comply with a request by the department of treasury or assessor under this subdivision, that transferee is subject to a fine of \$200.00.

***Section 211.27a(7)(u):** Beginning December 31, 2014, a transfer of residential real property if the transferee is the transferor's or the transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the conveyance. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subparagraph. If a transferee fails to comply with a request by the department of treasury or assessor under this subparagraph, that transferee is subject to a fine of \$200.00.

Section 211.27a(10): "... the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties to the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description."

Section 211.27(6): "Except as otherwise provided in subsection (7), the purchase price paid in a transfer of property is not the presumptive true cash value of the property transferred. In determining the true cash value of transferred property, an assessing officer shall assess that property using the same valuation method used to value all other property of that same classification in the assessing jurisdiction."

Penalties:

Section 211.27b(1): "If the buyer, grantee, or other transferee in the immediately preceding transfer of ownership of property does not notify the appropriate assessing office as required by section 27a(10), the property's taxable value shall be adjusted under section 27a(3) and, subject to subsection (9), all of the following must be levied:

- (a) Any additional taxes that would have been levied if the transfer of ownership had been recorded as required under this act from the date of transfer.
- (b) Interest and penalty from the date the tax would have been originally levied.
- (c) For property classified under section 34c as either industrial real property or commercial real property, a penalty in the following amount:
 - (i) Except as otherwise provided in subparagraph (ii), if the sale price of the property transferred is \$100,000,000.00 or less, \$20.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$1,000.00.
 - (ii) If the sale price of the property transferred is more than \$100,000,000.00, \$20,000.00 after the 45 days have elapsed.
- (d) For real property other than real property classified under section 34c as industrial real property or commercial real property, a penalty of \$5.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of one of the following, as applicable:
 - (i) For property owned and occupied as a principal residence, \$200.00. As used in subparagraph, "principal residence" means that term as defined in section 7dd.
 - (ii) For all other property, \$4000.00