

## TAX FORECLOSURE SALE

### GRAYS HARBOR COUNTY

9:00 A.M. MONDAY

DECEMBER 4, 2023

I, Kenneth E. Albert, Treasurer in and for Grays Harbor County, State of Washington, do hereby certify, in accordance with the Judgment and Order of Sale entered on October 30, 2023 in the Superior Court of the State of Washington in and for Grays Harbor County under Cause Number 23-2-00297-14, that I will, on the 4th day of December 2023 commencing at 9:00 a.m.(PST), sell the legally described parcels of real property as listed on the Bid4Assets website at [www.bid4assets.com/graysharbor](http://www.bid4assets.com/graysharbor).

#### **QUALIFIED BIDDERS**

Qualified bidders must register an account on [www.bid4assets.com](http://www.bid4assets.com) and submit a \$1,000.00 (plus a \$35.00 non-refundable processing fee) bid deposit by Tuesday November 28, 2023, at 1:00 p.m. (PST). All bidders must read and agree to the terms of this sale.

In accordance with Revised Code of Washington 84.64.080, no person who is a Grays Harbor County employee or officer, may bid at this sale, nor may such person bid as an agent or allow any agent to bid on their behalf.

#### **SALE TERMS**

All sales will be made by auction to the highest bidder. This is a sale for the full amount of the final bid plus other fees as described below. The auction will be conducted via Bid4Assets, [www.bid4assets.com](http://www.bid4assets.com), internet website only. The auction will begin on Monday, December 4, 2023, starting at 9:00 a.m. (PST) and the auctions will close at the time shown on each auction item on Monday, December 4, 2023. The Treasurer retains the right to withdraw any property from the auction at any time or close the auction at any time.

Minimum bids include all delinquent taxes, interest penalties and foreclosure costs. The minimum bid increment is \$100 with all bids in even dollar amounts.

Bidders are **legally** and **financially** responsible for all parcels bid upon, whether representing oneself or acting as an agent. If any party is the successful bidder on multiple parcels, **only** payment in full for **all parcels** will be accepted. Selective payments **will not** be allowed, and all transactions will be deemed in default resulting in the parcels being deemed sold to Grays Harbor County for the amount of the minimum bid. Defaulting bidders will be deemed to be as unreliable

and beginning immediately will not be allowed to bid at any Grays Harbor County Tax Foreclosure sale, surplus sale, or tax title sale for a period of three (3) years. Grays Harbor County reserves the right to pursue all available legal remedies against a non-paying bidder.

Payment must be in the form of a wire transfer of immediately available funds. Wire instructions are available to successful bidders only through the Bid4Assets website.

Any parcel not receiving a minimum bid will be deemed sold to Grays Harbor County for the amount of the minimum bid.

Grays Harbor County is not liable for the failure of any device that is not owned, operated, and managed by the county, which prevents a person from participating in any sale. "Device" includes, but is not limited to, computers, phones, tablets and other equipment to access internet, hardware, networks, software applications or web sites.

### **FEES**

In addition to the full amount bid at the auction, the winning bidder will be charged a \$35.00 processing fee. There will also be a \$15.00 deed preparation fee, \$10 real estate excise tax processing fee and recording fees of \$203.50 for the first page and \$1.00 for any additional page of the deed (subject to change if Washington State Law changes).

### **SALE DISCLAIMER**

This is a "**BUYER BEWARE**" sale. The parcels are offered on a "where is" and "as is" basis. The County makes no representation of warranty, expressed or implied, nor any guarantee of warranty, expressed or implied as to the condition of title of any property nor the physical condition of any property or its fitness for any use or purpose. The County does not guarantee that all properties are buildable. It is the buyer's responsibility to research and determine whether parcels are subject to easements or use restrictions. Properties listed for auction may be currently occupied. Buyer assumes full responsibility for following legal eviction procedures in accordance with state law. Grays Harbor County assumes no responsibility for occupants that are uncooperative in vacating the property.

Prior to bid submittal, bidders should exercise due diligence and thoroughly research all properties upon which they intend to bid. A bid is an irrevocable offer to purchase property and once made, is a binding contract. The bidder is solely responsible to determine the extent, if any, to which the parcel they are bidding on is or may be subject to liens or land use regulations. The Treasurer makes absolutely no warranty, either expressed or implied as to the title, the usability, location, property lines or topography of the properties listed. The Treasurer makes absolutely no representation or warranty with respect to the existence or non-existence of any adverse interest, encumbrance, condition, zoning development restriction or lien which may survive the sale under

applicable law, whether known or unknown. Recorded easements are not extinguished by a tax sale.

### **COMPETING LIENS**

The minimum bid, as shown on [www.bid4assets.com/graysharbor](http://www.bid4assets.com/graysharbor), includes all unpaid general real property taxes, all personal property taxes which have been certified to real property, all delinquent compensating use taxes, all special taxes (but NOT special assessments, unless specifically noted herein), interest to and including December 4, 2023, penalties and foreclosure costs. These sales are subject to all special assessment liens of other taxing districts and competing federal liens not extinguished by this sale, whether known or unknown, City LID liens and Federal Tax liens, WHERE KNOWN, will be announced.

### **REDEMPTION RIGHTS**

No one claiming any right, title, interest or estate in the property may redeem at this time or hereafter; EXCEPT, the real property of any minor or legally incompetent person may be redeemed at any time within three (3) years after the date of the Treasurer's Tax Judgment Deed. The United States through the Internal Revenue Service has certain rights of redemption on properties upon which it holds a prior lien.

### **EXCESS PROCEEDS**

Any proceeds from any sale more than the minimum bid will be refunded by Grays Harbor County, upon receipt of a proper application to the person(s) who held record title on the date of issuance of the Certificate of Delinquency up to three (3) years.

### **DEED PREPARATION**

**Within 24 hours after the sale, successful bidders MUST complete the Bid4Assets deed wizard information. Failure to do so will result in the deed being recorded in the registered name of the successful bidder as supplied to Bid4Assets during bidder registration. No changes will be made to the deed whether recorded or not if the information provided to Bid4Assts is wrong. It will be the successful bidder's responsibility to change title and the expense thereof, after the Tax Judgment deed is recorded.**

A Tax Judgment Deed will be issued to the successful bidder within 30 days of the sale and forwarded to the Grays Harbor County Auditor's office for recording.

Title companies may not insure title to any parcel for a period of three years following the foreclosure auction.

**REAL ESTATE TAX AFFIDAVIT**

This form authorizes release of information and records retention in accordance with Real Estate Excise Tax Sales and General Information and Taxability of Transfers. This form will be filled out on your behalf with information provided from you in Deed Wizard in conjunction with specific property information provided by Grays Harbor County. The information requested pertains to Chapter 82.45 RCW.

Successful bidders request the services of Grays Harbor County to complete the Real Estate Excise Tax Affidavit on their behalf. This authorization constitutes your authority to act as my (successful bidder) agent in completing this document.

Grays Harbor County Treasurer will be signing as the Seller/Grantor and Grays Harbor County Foreclosure Deputy will be signing on your behalf as the Buyer/Grantee

I, Buyer/Grantee, agree to indemnify, defend and hold Grays Harbor County and its departments, elected and appointed officials, employees, agents and volunteers harmless from and against any and all claims, damages, losses and expenses caused by any act or omission, negligent or otherwise arising out of efforts to handle this assignment except such as may be due to negligent or unlawful acts of Grays Harbor County or those representing or acting on its behalf.

**TERMS AND CONDITIONS ARE SUBJECT TO MODIFICATION PRIOR TO THE COMMENCEMENT OF THE SALE.**

**BY SUBMITTING A BID, YOU AGREE TO THE TERMS OF SALE AS POSTED AT THE TIME A BID IS SUBMITTED.**

**ALL SALES ARE FINAL. THERE ARE NO REFUNDS.**