



CITY OF FALL RIVER SALE OF TAX POSSESSION

AFFIDAVIT

I, {Insert Successful Bidder's Name & Address} , under the penalties of perjury do hereby state and affirm that:

1. On May 27, 2021, I signed the attached Memorandum of Sale with the City of Fall River (hereinafter referred to as the "City") for the purchase of a tax possession located { Insert Property Address} and more fully shown on the Fall River Assessors Maps as {Insert Assessors' Parcel ID #} (hereinafter the "Locus"); and
2. In signing said Memorandum of Sale, I acted on behalf of myself or the entity set forth below, and not as an agent, representative, or straw of the owner of the Locus immediately preceding the acquisition of the Locus as a Tax Possession by the City; and
3. Neither I, nor any person who would gain equity in the Locus as a result of the conveyance of the Locus as a result of conveyance of the same from the City to me, have ever been convicted of:
 - a crime involving the willful and malicious setting of a fire, or
 - a crime involving the aiding, counseling, or procuring of a willful and malicious setting of a fire, or
 - a crime involving the fraudulent filing of a claim for fire insurance; and
4. I do not, as this date, owe the City any monies in the form of previously incurred real estate taxes, water/sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or any other indebtedness, or
 - (a) I owe \$ _____,
(please state dollar amount and source of indebtedness - if nothing owed insert \$0.00), and

- (b) if delinquent, I have filed in good faith,
 - (a) an application for an abatement of such amount which is pending, or
 - (b) a petition before the Appellate Tax Board or County Commissioners is pending, or
 - (c) an Installment Payment Agreement with the Treasurer of the City which is current and not in default; and
- 5. Neither I, nor any person who would gain equity in the Locus as a result of conveyance of the same from the City of Fall River to me, has ever been convicted of violating any code, statute or bylaw regarding conditions of human habitation within the last three (3) years; and
- 6. Neither I, nor any person who would gain equity in the Locus as a result of conveyance of the same from the City of Fall River to me, has ever been the owner of any property in the City of Fall River for which the Town has foreclosed the right of redemption as a result of failure to pay real estate taxes, water/sewer charges or any other indebtedness.
- 7. Neither I, nor any person who would gain equity in the property as a result of the conveyance of the same from the City to me, is employed by the City, or if so:
 - (a) In what capacity?
 - (b) In what department?

I understand that in the event any of the foregoing statements are untrue, this sale will be cancelled and all of the monies or deposits collected shall be forfeited and applied by the City to any indebtedness owed by me to the City of Fall River.

I further understand that in the event any of the foregoing statements are untrue and if title to the Locus has been transferred to me, I will, on demand, re-convey to the City, at no cost or consideration, all my right, title and interest to the Locus.

This Affidavit must be signed by the individual(s) or organizations(s) entering into this real property transaction with the City of Fall River. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity.

The undersigned swears under the penalties of perjuries that this Affidavit is complete and accurate in all respects.

SIGNATURE

PRINT OR TYPE NAME

ADDRESS

TELEPHONE #

WITNESS

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

On this 27th day of May, 2021, before me the undersigned notary public, personally appeared {Name}, whose identity was proved to me by _____ to be the person whose name is signed on the preceding or attached documents and acknowledged to me that they signed it voluntarily and as his/her free act and deed.

MATTHEW J. THOMAS, ESQ.
Notary Public
My commission expires: 8/17/2023