

## **ASSIGNMENT OF TAX SALE CERTIFICATE & JUDGEMENT AGREEMENT**

This Assignment of Tax Sale Certificate & Judgement Agreement (the "Agreement") is made by and among Monarca LLC and \_\_\_\_\_ (collectively the "Parties") as of this \_ \_\_\_\_ day of \_\_\_\_, 2025.

### **RECITALS**

A. Monarca LLC is the current owner of tax sale certificate and judgement foreclosing rights to redemption against the property located at **2436 Woodbrook Ave. Baltimore, MD 21217 Described as Lot Size: 14x88-11, Ward 13, Section 07, Block 3406, Lot 027 improvements known as 2436 Woodbrook Ave. Baltimore, MD 21217 Case #24-C -24-00218 Certificate #387794**

A. \_\_\_\_\_ wishes to purchase the Tax Sale Judgment from Monarca, LLC

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements hereinafter set forth, the parties hereto agree as follows.

### **AGREEMENT**

1. Bid Price \$ \_\_\_\_\_
2. Buyers' Premium \$ \_\_\_\_\_
3. Total Purchase Price \$ \_\_\_\_\_
4. Purchaser shall wire or deliver \$ 5,000 to Ashland Auction Group LLC Escrow account within 24 hours of the completion of the tax lien auction. **Balance of \$ \_\_\_\_\_ shall be due and payable by within 3 Business Days of Contract Ratification. Payment shall be paid to the Judgement holder: Monarca, LLC**
5. Monarca LLC upon receipt of the foregoing funds, shall assign and endorse the tax sale certificate & judgement to \_\_\_\_\_ and shall relinquish any and all claim they have to the properties except any right to intervene as stated below. Said assignment is without recourse or warranty of any kind, express or implied, unless as explicitly stated in this agreement.

6. In entering into this Agreement, both parties expressly agree they have been advised to consult with attorneys and have chosen to do so, or if said parties have elected not to, they assume the risk of misunderstanding the potential legal consequences of this Agreement.
7. Neither party drafted this agreement and any ambiguity herein shall not be construed against either party.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.
9. In the event of any misunderstanding or disagreement, the parties all mutually agree to binding arbitration by an agreed upon mediator in the State of Maryland.
10. This Agreement may be executed in counterparts or via facsimile, email or online document signature.
11. Property: The Assignment of Judgement Foreclosing Rights of Redemption for sale is for the property located at 2436 Woodbrook Ave. Baltimore, MD 21217
12. As-Is Condition, Waiver of Warranties, and Non-Recourse: The Assignment of the Certificate of Tax Sale and Judgement Foreclosing Rights of Redemption are sold in "AS IS" condition, without any recourse against the Seller, and without any express or implied warranties of any kind. The Assignment of Judgement Foreclosing Rights of Redemption is sold in "AS IS" condition, without express or implied warranty as to the nature and description of the improvements as contained herein; and subject to easements, agreements, restrictions, or covenants of record affecting the same.
13. Waiver of Inspection Rights: By participating in this auction, you agree to waive the right of inspection for the property associated with the Assignment of Judgement Foreclosing Rights of Redemption.
14. Government Code Violations: The Assignment of Judgement Foreclosing Rights of Redemption is sold subject to any local, state, or federal government housing code violation notices or vacant house notices.
15. Occupancy and Use Permits: It is the purchaser's responsibility to verify if a use and occupancy permit exists on the subject property and to obtain any necessary permits or licenses related to the property.

16. Risk of Loss: The purchaser assumes the risk of loss or decrease in the property's value from the date of purchase.
17. Broker Representation: No real estate commission and/or broker commission shall be payable on this transaction.
18. Good Faith Authorization Charge: All bidders are required to post a Good Faith Credit Card Authorization Charge to establish themselves as a bona fide bidder.
19. Non-Performance Penalties: Bidders acknowledge and agree that failure to execute a contract of sale with a deposit may result in substantial economic damages and losses.
20. Buyer's Premium: There will be a 10% Buyer's Premium or a \$1,000 auction service fee, whichever is greater, added to the high bid. This fee is in addition to the winning bid amount and must be paid in full at the close of the auction. If, at a later date, there is a tax sale redemption, the Buyer's Premium is nonrefundable. If the Certificate sells above face value and there is tax sale redemption, there will be no refund of the difference between the face value and purchase price.
21. Payment and Transfer: Upon winning the auction, the bidder must pay the full amount of their bid plus the Buyer's Premium or auction service fee within 3 business days of contract ratification. Upon receipt of payment, the Baltimore City Assignment of Judgement Foreclosing Rights of Redemption will be assigned to the winning bidder.
22. Indemnification: The winning bidder agrees to indemnify and hold harmless Ashland Auction Group and its agents, employees, and representatives from and against any and all losses, damages, liabilities, claims, actions, judgments, costs, and fees (including reasonable attorneys' fees) caused by, relating to, or arising out of the winning bidder's purchase or attempted purchase of the Assignment of Judgement Foreclosing Rights of Redemption.
23. Limitation of Liability: In no event shall Ashland Auction Group or its agents, employees, or representatives be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever arising out of, resulting from, or in connection with this auction and/or the bidder's use of the auction website, whether based on warranty, contract, tort, or any other legal theory, and whether or not Ashland Auction Group is advised of the possibility of such damages.

24. Force Majeure: Ashland Auction Group shall not be held responsible for any interruption in service, errors, and/or omissions caused by any means and does not guarantee continual, uninterrupted or error-free service or use of the auction website. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning.
25. Transfer of Assignment: Upon receipt of full payment, the Baltimore City Judgement Foreclosing Rights of Redemption will be assigned to the winning bidder. The transfer will be executed in accordance with the laws and regulations of the State of Maryland. The winning bidder will receive an electronic copy of the assignment at the email address provided during registration. Purchaser shall file the assignment with the Baltimore City Government.
26. Title and Ownership: The winning bidder acknowledges that the purchase of the Tax Sale Certificate and Judgement Foreclosing Rights of Redemption does not convey title to the property. Buyer must obtain a tax sale deed from the county, based on the already obtained judgment, to obtain ownership of the property.
27. Redemption Rights: The winning bidder agrees to comply with all laws and regulations regarding redemption rights.
28. Legal Compliance: The winning bidder is responsible for complying with all laws and regulations related to the purchase, holding, and enforcement of the Judgement Foreclosing Rights of Redemption. This includes, but is not limited to, laws regarding tax collection, interest rates, redemption rights, foreclosure, and eviction.
29. Legal Disputes: In the event of any misunderstanding or disagreement, the parties all mutually agree to binding arbitration by an agreed upon mediator in the State of Maryland.

IN WITNESS WHEREOF, the undersigned parties have carefully read and considered the foregoing release in its entirety and know and fully understand its contents and the significance of its contents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Monarca LLC by Belkis Hernandez, Authorized Person.

By: \_\_\_\_\_

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

SAMPLE

**ASSIGNMENT OF TAX SALE CERTIFICATE & JUDGEMENT FORECLOSING RIGHTS OF REDEMPTION**

In consideration of the sum of [ \$ \_\_\_\_], I do hereby sell, assign, transfer

and set over to [ \_\_\_\_\_ ] and their heirs, executors, administrators

and assigns, the written Certificate of Tax Sale & Judgement Foreclosing Rights of Redemption attached hereto with respect to **2436 Woodbrook Ave. Baltimore, MD 21217**  
**Described as Lot Size: 14x88-11, Ward 13, Section 07, Block 3406, Lot 027**  
**improvements known as 2436 Woodbrook Ave. Baltimore, MD 21217**

**Case #24-C -24-00213**

and all my right, title and interest in or to the real estate described therein, to have and to hold the same to

myself, his heirs, executors, administrators, and assigns, to his and their sole use, benefit, and behoof forever.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

Monarca, LLC