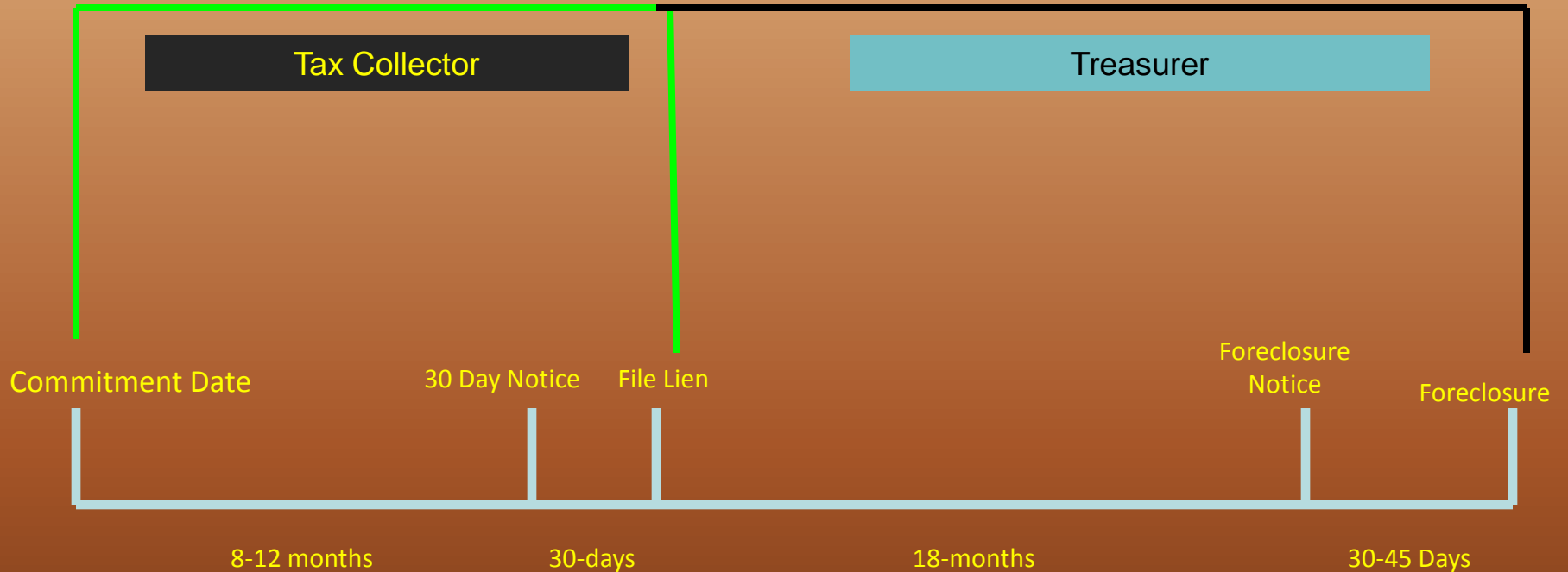


# *Automatic Foreclosure Process*

# The Treasurer's Role

## Time Line



# Automatic Foreclosure Occurs 18 Months after the lien filing date

Date Filed stamped by Registry

Filed June 30, 2006 =  
Foreclosed  
December 30, 2007

BK 4234 PGS 39 - 39  
INSTR # 2005011726  
06/30/2005 at 01:03 PM  
HANCOCK COUNTY, ME

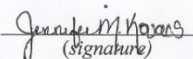
State of Maine  
Town of Lamoine  
**TAX COLLECTOR'S LIEN CERTIFICATE**  
36 MRSA § 942, 943

I hereby certify that a tax of \$1,999.07 assessed to the real estate described below and committed to me as Tax collector for the municipality of Lamoine, Maine for collection on August 25, 2004, together with interest of \$ 99.00 which has been added to and becomes a part of said tax, less the payment(s) of \$ .00 for the net sum of \$1,999.07 remains unpaid. The tax was assessed to the real estate described below as follows.

Book 1486 Page 188 at the Hancock County Registry of Deeds. Map 6 Lot 1-3 of the Assessors' Tax Maps of the Town of Lamoine made by James W. Sewall Co., Old Town, Maine, dated 1973, consisting of 21 maps numbered 1 to 21 inclusive, as revised April 1, 2004, which are on file at the Town Hall in the Town of Lamoine, and was assessed against **Clifton E. Bradford & Margaret A. Deluca** as owner(s) or occupant(s) thereof.

A LIEN IS HEREBY CLAIMED on the above described real estate to secure payment of the tax. A demand for payment of said tax has been legally made of **Clifton E. Bradford & Margaret A. Deluca** as [owner] [occupant] [personal representative/heir/devisee of the said owner or occupant] by me in accordance with the provisions of 36 MRSA § 942.


Net Tax	\$1,999.07
Interest	\$ 99.00
Demand Fees	\$6.94
Collector's Filing Fee	\$1.00
Municipality	\$9.00
Lien Certified Mailing	\$ 7.94
Registry Filing Fee	\$8.00
Discharge Fee	\$8.00
<b>Total Due</b>	<b>\$2,138.95</b>

  
 Jennifer M. Kovacs, Tax Collector  
 Municipality of Lamoine, Maine  
 County of Hancock

State of Maine  
County of Hancock, ss

June 29, 2005

Then personally appeared the above named Jennifer M. Kovacs, Tax Collector of Lamoine and acknowledged the foregoing instrument to be her free act and deed in her capacity.

  
 Stuart Marckoon, Notary Public  
 My Commission Expires June 10, 2007

# Spreadsheets Tax Liens

Town of Lamoine  
2005/06 Tax Liens

LASTNAME	FIRSTNAME	MAP	LOT	Prev?	Total Due	Tax	Interest	Fees	Total Tax Pd
Alley	Tracy	18	18		\$0.00	\$0.00	\$0.00	\$0.00	\$1,048.28
Arthur	Susan	10	5-3		\$2,893.72	\$2,578.38	\$268.08	\$47.28	\$0.00
Barnes	Jay	16	16		\$0.00	\$0.00	\$0.00	\$0.00	\$283.24
Barstow	Robin	1	7		\$0.00	\$0.00	\$0.00	\$0.00	\$940.97
Becker	Ronald	4	41-2		\$0.00	\$464.28	\$7.82	\$0.00	\$464.28
Brown	Aaron	9	24		\$785.48	\$868.69	\$69.52	\$47.28	\$0.00
Budwine	Lawrence	4	20-2		\$587.62	\$503.60	\$36.74	\$47.28	\$277.50
Cirard	Cory	4	13-3		\$0.00	\$0.00	\$0.00	\$0.00	\$1,082.59
Cowles	Steve	6	5-3		\$0.00	\$0.00	\$0.00	\$0.00	\$1,163.62
Damon	Michael	3	9-8		\$395.23	\$335.71	\$19.38	\$40.14	\$265.08
Day	James	4	54-2		\$968.53	\$830.74	\$86.37	\$51.42	\$0.00
Graham	Charles	3	10		\$708.12	\$598.60	\$62.24	\$47.28	\$0.00
Graham	Kim	14	24		\$68.50	\$19.22	\$2.00	\$47.28	\$573.54
Higgins	Tammi	10	1		\$259.23	\$191.99	\$19.98	\$47.28	\$0.00
Jordan	Richard	19	14		\$0.00	\$0.00	\$0.00	\$0.00	\$379.60
Kiefer	Louis	4	54-1		\$731.49	\$619.77	\$64.44	\$47.28	\$0.00
Linscott	Mark	9	16-1		\$1,399.58	\$1,224.94	\$127.36	\$47.28	\$0.00
Madrell	Robert	1	81-09		\$0.00	\$0.00	\$0.00	\$0.00	\$231.41
Mingo	Michelle	6	25-3		\$0.00	\$0.00	\$0.00	\$0.00	\$405.88
Mullen	Janet	1	28-1		\$0.00	\$0.00	\$0.00	\$0.00	\$1,121.28
Norris	Barry	5	1-1		\$0.00	\$0.00	\$0.00	\$0.00	\$497.86
Reiner	Rebecca	3	15		\$0.00	\$0.00	\$0.00	\$0.00	\$1,105.22
Springer	Shirley	3	3		\$0.00	\$0.00	\$0.00	\$0.00	\$492.02
Stuwe	Susan	1	23-4		\$448.16	\$365.00	\$37.95	\$45.21	\$0.00
Stuwe	Susan	1	23-5		\$426.29	\$348.94	\$36.28	\$41.07	\$0.00
Thomas	Tim	2	4		\$142.38	\$86.14	\$8.98	\$47.28	\$0.00
Tozier	Donald	9	15-3		\$488.91	\$400.04	\$41.59	\$47.28	\$0.00

Total

\$9,236.01

# Notice to be sent to all with interest 30-45 days

1

[row]	Status	PartyType	FullName	CrossPartyName	RecordDate	Doc Type	Book Type	Document Date	Book	Page	Instrument	Town
1	To		MARCKOON, STUART	MAINE STATE HOUSING AUTHORITY	11/20/1989	Discharge	OR	1989/11/13	1782	219	1989015328	
2	From		MARCKOON, STUART	BANGOR SAVINGS BANK	4/12/1995	Mortgage	OR	1995/04/03	2375	262	1995003986	LAMOINE
3	To		MARCKOON, STUART	BANGOR SAVINGS BANK	12/20/1996	Discharge	OR	1996/12/06	2622	88	1996019772	
4	To		MARCKOON, STUART	SARJOY INC	5/15/2000	Deed	OR	2000/05/15	2916	283	2000006153	LAMOINE
5	From		MARCKOON, STUART	BANGOR HYDRO-ELECTRIC COMPANY	9/17/2000	Easement	OR	2000/08/18	2960	328	2000014262	LAMOINE
6	From		MARCKOON, STUART	VERIZON NEW ENGLAND INC	8/13/2001	Easement	OR	2001/06/08	3129	84	2001013957	LAMOINE
7	From		MARCKOON, STUART E	MARCKOON, BONNIE	10/25/1989	Miscellaneous	OR	1989/10/19	1777	666	1989014057	
8	To		MARCKOON, STUART E	BANGOR SAV BK	10/25/1989	Miscellaneous	OR	1989/10/19	1777	666	1989014057	
9	From		MARCKOON, STUART E	BANGOR SAV BK	10/25/1989	Mortgage	OR	1989/10/19	1777	668	1989014058	LAMOINE
10	To		MARCKOON, STUART E	BANGOR SAVINGS BANK	8/3/1993	Discharge	OR	1993/07/12	2133	144	1993012404	
11	From		MARCKOON, STUART E	BANGOR SAVINGS BANK	7/14/1993	Mortgage	OR	1993/07/12	2123	164	1993010957	LAMOINE
12	To		MARCKOON, STUART E	WOODWARD, CLARA B	4/12/1984	Deed	OR	1984/04/12	1493	544	1984002672	LAMOINE
13	From		MARCKOON, STUART E	BANGOR SAV BK	5/13/1987	Mortgage	OR	1987/05/07	1635	348	1987004928	LAMOINE
14	From		MARCKOON, STUART E	BANGOR SAV BK	4/12/1984	Mortgage	OR	1984/04/12	1493	546	1984002673	LAMOINE
15	To		MARCKOON, STUART E	BANGOR SAVINGS BANK	4/5/2001	Discharge	OR	2001/04/04	3047	340	2001004713	
16	From		MARCKOON, STUART E	BANGOR SAVINGS BANK	3/21/2001	Mortgage	OR	2001/03/19	3040	67	2001003726	LAMOINE

Mortgages

# Send via certified mail, return receipt may be electronic

## Foreclosure Notice Must Contain:

- Treasurer's Signature
- Last Known Address
- Exact Foreclosure Date
- If Forecloses, municipality owns
- Contact if you cannot pay

State of Maine  
**NOTICE OF IMPENDING AUTOMATIC FORECLOSURE**  
Title 36 M.R.S.A. § 943

Richard C. Zerrien, Sr.  
PO Box 462  
Lamoine, ME 04605

**IMPORTANT: DO NOT DISREGARD THIS NOTICE. YOU WILL LOSE YOUR PROPERTY UNLESS YOU PAY YOUR 1997/98 PROPERTY TAXES, INTEREST AND COSTS.**

To: Richard C. Zerrien, Sr.

You are the party named on a tax lien certificated filed on June 17, 1998 and recorded in Book 2743 page 208 in the Hancock County Registry of Deeds. This filing has created a tax lien mortgage on the real estate described therein.

On December 17, 1999 this tax lien mortgage will be foreclosed and your right to recover your property by the taxes, interest and costs that are owed will expire.

**IF THE TAX LIEN FORECLOSES,  
THE MUNICIPALITY WILL OWN YOUR PROPERTY**

If you cannot pay the property taxes you owe, please contact me to discuss this notice. I can be reached most weekdays at (207)-667-2242.

*Stuart Marckoon*

Stuart Marckoon, Treasurer of Lamoine

Tax owed as of November 5, 1999	\$1,152.97
Interest	243.78
Fees	49.25
Total November 5, 1999	1,446.00
Interest Per Day	0.33

This notice to be given to the party named on the tax lien mortgage and to each record holder of a mortgage on the real estate at the last and usual place of abode or sent by registered or certified mail, return receipt requested to the last known address not more than 45 days nor less than 30 days previous to the automatic foreclosing date. Otherwise, the person not receiving timely notice has 30 days, after this notice is given, to redeem the real estate from the tax lien mortgage.

The US Supreme Court has ruled that certified mail may not be enough of an effort:

Suggestions:

- 1<sup>st</sup> Class mail if unclaimed
- Telephone call
- Service by Deputy
- Service in Person
- Contact Relative

## Legislative Body determines how to dispose

To see if the town will vote to authorize the Selectmen to sell and/or dispose of any property acquired by tax liens after first offering the property to the previous owners for payment of all back taxes, fees and interest, and if they decline, advertising for sealed bids on same, and stating the lowest bid acceptable, and to allow the Selectmen to authorize the Treasurer to waive automatic lien foreclosures when it is in the best interest of the town.

## *To Insure or Not to Insure: The 60-day rule*

- *No liability until 60-days after taking possession by automatic foreclosure.*



### **If Occupied.....**

- **Ask (nicely) to leave**
- **Start eviction process**
- **Allow to stay**

# Installment Contract available on MMA Website

## LAND PURCHASE INSTALLMENT CONTRACT (33 M.R.S.A. § 481 et seq.)

**NOTICE TO PURCHASER** — This is a legally binding contract. If you do not understand it, seek legal advice before signing it.

THIS LAND PURCHASE INSTALLMENT CONTRACT (hereinafter "the Contract") is entered into by and between the Town/City of \_\_\_\_\_ (VENDOR), whose post office address is \_\_\_\_\_, and \_\_\_\_\_ (PURCHASER), whose post office address is \_\_\_\_\_. For mutual consideration, receipt of which each party hereby acknowledges, VENDOR and PURCHASER agree as follows:

**1. Date; Parties; Property.** That on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, VENDOR agrees to sell and PURCHASER agrees to buy the following described real estate:

Certain property described as Map # \_\_\_\_\_, Lot # \_\_\_\_\_ on the Town/City Assessor's maps for \_\_\_\_\_, which are on file at the municipal office, being the same premises described in a Town/City of \_\_\_\_\_ tax lien dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, which lien foreclosed on \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Property").

**2. Price and Terms.** The TOTAL PRICE for purchase of the Property is \$ \_\_\_\_\_ which will be paid as follows: a down payment of \$ \_\_\_\_\_ paid upon the signing of this Contract, the receipt of which is hereby acknowledged, and the BALANCE of \$ \_\_\_\_\_ due in \_\_\_\_\_ monthly installments of \$ \_\_\_\_\_ each. A payment is due and payable on the \_\_\_\_\_ day of each month after this Contract is signed. There are no service charges or fees separate from the total sales price except as specified in Section 10 and Section 12 below. No interest shall accrue on the unpaid balance.

**3. Deed.** VENDOR will convey the Property by **MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS**, and VENDOR conveys the Property "as is" and makes no warranties or representations whatsoever about the Property.

**4. Encumbrances.** VENDOR is aware of no encumbrances against the Property except:

\_\_\_\_\_

\_\_\_\_\_

**5. Evidence of Title.** VENDOR will provide PURCHASER with evidence of title by a copy of the above-referenced municipal tax lien at the time of execution of this Contract, receipt of which copy is hereby acknowledged by PURCHASER.

## ***Installment Sales Pitfalls***

- If they don't pay, collection/foreclosure is a lengthy process
- May have to get attorney involved
- Should have attorney review the installment sales document
- Courts can extend redemption period in contract.
- Monitoring the collection of installment receipts – tickler file.

# How Much to Get for your Foreclosed Property

## Things to Take Into Consideration

- *All Back Taxes*
- *All fees*
- *All interest*
- *Next year's taxes*
- *Any costs associated with insuring, securing property*
- *Legal fees*
- *Advertising costs associated with foreclosure sale*
- *Appraisal cost*
- *"the market"*

## MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS

The Inhabitants of the Municipality of Lamoine, a body corporate and politic located in Hancock County, State of Maine, for consideration paid, release to xxxxxxxxxxxx of 79 Mill Road, Lamoine, County of Hancock, State of Maine, a certain parcel of land and the buildings thereon located in the Municipality of Lamoine, Hancock County, State of Maine identified as follows:

Lot 9-8, Map 3 on the Tax Maps of the Municipality of Lamoine on file in the Town Office at 606 Douglas Highway, Lamoine Maine. This property became tax acquired on December 18, 2003 by virtue of a tax lien filed at the Hancock County Registry of Deeds in Book 3341 Page 155 against Michael E. Damon on June 17, 2002. One additional tax lien was filed in Book 3646 Page 245 against the Michael E. Damon on June 20, 2003. A description of the property can be found in Book 1608 Page 108 at the Hancock County Registry of Deeds.

Inhabitants of the Municipality of Lamoine have caused this instrument to be signed in its corporate name by S. Josephine Cooper, Glenn Crawford, and Perry Fowler as its Municipal Officers duly authorized.

Witness our hands and seals this 20<sup>th</sup> day of January, 2005

\_\_\_\_\_  
Witness

\_\_\_\_\_  
S. Josephine Cooper, Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Glenn Crawford, Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Perry Fowler, Selectman

### ACKNOWLEDGEMENT

State of Maine  
Hancock County, ss.

Date: January 20, 2005

Then personally appeared before me the above named S. Josephine Cooper, Glenn Crawford and Perry Fowler, Municipal Officers of the Municipality of Lamoine, and acknowledge the foregoing to be their free act and deed in their said capacity and the free act and deed of the Inhabitants of Lamoine

Before me,

\_\_\_\_\_  
Stuart Marckoon, Notary Public  
My Commission Expires June 10, 2007

Upon sale, issue  
Quitclaim Deed  
without  
covenants