

AFFIDAVIT FOR PAYMENT OF OUTSTANDING
CHARGES

Baltimore City
Bureau of Revenue Collections

The undersigned, as grantor under a

_____ (*title of instrument*) dated _____, 2019 with respect to the property known as

_____ the “Property”) acknowledges and agrees with the Mayor and City Council of Baltimore (the “City”) as follows:

- A. Pursuant to Section 3-104(b) of the Real Property Article of the Annotated Code of Maryland it is a requirement to recording a document in the Land Records of Baltimore that the City endorse the document to be recorded with a certification that all taxes, assessments and charges against the subject property have been paid.
- B. On or about May 7, 2019, the computer systems of the City were rendered temporarily inoperative due to a malicious ransomware attack, and consequently the City is unable to access its records of unpaid charges and liens against the above-referenced Property.
- C. Notwithstanding the City’s inability to access its records of liens and charges and the issuance of a lien certificate indicating no present liens, the City is willing to accommodate the undersigned’s desire that the City provide the endorsement as required under Real Property Section 3-104(b) with respect to the subject transaction, provided that the undersigned agrees as follows.

1. The undersigned promises to pay, on demand, to the Director of Finance of the Mayor and City Council of Baltimore all public taxes, assessments and charges currently due and owed on the Property (collectively the “Outstanding Charges”).

2. At such time as the City is able to access its records of liens and charges and determines the extent, if any, of any Outstanding Charges, the City will provide notice thereof to the

undersigned at its postal and email address set forth below, whereupon within ten (10) days following receipt of such notice, the undersigned will make full payment to the City.

3. The undersigned authorizes any attorney admitted to practice before any court of record in the United States, or the clerk of such court, to appear on behalf of the undersigned in any court in one or more proceedings, or before any clerk thereof or prothonotary or other court official, and to confess judgment against the undersigned in favor of the City in the full amount of the Outstanding Charges that remain unpaid (including interest as permitted by law and any and all charges, fees and costs) plus reasonable attorneys' fees equal to fifteen percent (15%) of the amount due not to exceed \$4,500, plus court costs, all without prior notice or opportunity of the undersigned for prior hearings. The undersigned agrees and consents that venue and jurisdiction shall be proper in the circuit court of any county of the State of Maryland or of Baltimore City, Maryland, or in the United States District Court for the District of Maryland. The undersigned waives the benefit of any and every statute, ordinance, or rule of court which may be lawfully waived conferring upon the undersigned any right or privilege of exemption, homestead rights, stay of execution, or supplementary proceedings, or other relief from the enforcement or immediate enforcement of a judgment or related proceedings on a judgment. The authority and power to appear for and enter judgment against the undersigned shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto; such authority and power may be exercised on one or more occasions from time to time, in the same or different jurisdictions, as often as the City shall deem necessary, convenient, or proper.

4. In the case where the subject instrument is a deed by which the undersigned transfers the Property to a bona fide third party for value and without notice of any actual claim, the City confirms that by accepting this affidavit and the issuance of a lien certificate reporting no present liens and in accordance with Article 28, Section 2-3(b) of the Baltimore City Code, the City shall be barred from asserting any claim hereafter for and on account of any charge or assessment against the Property.

5. It is the responsibility of the undersigned to make

appropriate arrangements with its transferee for adjustment and/or reimbursement of any portion of the Outstanding Charges.

IN WITNESS WHEREOF, this instrument is executed and delivered this _____ day of _____, 2019.

Signature:

Printed Name:

Signature:

Printed Name:

Postal Address:

Email Address:

