

**PROPERTY ADDRESS: 2666 County Road 130, Ovid, NY 14521 - 20-1-07**

**SELLER'S NAME: T. Clifton Morris**

**AUCTION DATE: Sun., May 9, 2021 - 1:00 PM**

**BIDDER CERTIFICATION FORM**

TO BE SIGNED IN PRESENCE OF AUCTION PERSONNEL

**By signing this certification and returning it in exchange for a bid number, I hereby certify the following:**

1. I acknowledge that I have received a complete bid package.
2. I have read the auction rules contained in the bid package completely and understand them.
3. I understand that the auction rules will be strictly enforced and that there will be no exceptions.
4. I certify that I currently have sufficient funds to meet the deposit requirements as called for by the purchase offer. I further understand that should I fail to close or otherwise breach the contract of sale, I will lose my deposits and will be liable for any other damages due the seller or broker.
5. I understand that if I am the successful bidder, I will be asked to sign the purchase offer immediately upon the conclusion of the auction.
6. I understand that a 10% buyer's premium will be added to my final bid and is due in addition to my final bid.
7. I understand that the owner (seller) may bid on this property. However, the owner is subject to the same rules as any other bidders and must pay the 10% buyer's premium.
8. I certify that I have personally inspected the real property being auctioned today and agree to accept the property in the condition I find it today. If there is anything concerning the condition of the property I do not understand or need further explanation on I will ask prior to bidding. My question and answer will be videotaped or audiotaped as part of the open forum of the auction presentation.
9. I understand that the law allows me an opportunity to conduct a house inspection &/or a lead based paint inspection or risk assessment at my own expense. I understand that I have been given the opportunity to conduct such an inspection prior to the auction date and that if I am the high bidder at the auction, I will be required to sign a purchase offer stating that I have waived the right to this inspection.
10. In consideration for approval by as a bidder by Brzostek's Real Estate Auction Co., Inc I hereby waive any action, civil or otherwise, against Brzostek's Real Estate Auction Co., Inc, it's officers, agents and / or employees, for any errors or omissions that there may have been or might be, whether given verbally, announced at auction or included in any auction literature or advertisements, whether provided by Brzostek's Real Estate Auction Co., Inc., it's officers, agents and/or employees or the Seller or Sellers's agents, employees or representatives regarding the property to be sold, including all property specification information including without limitation: property tax map information including tax parcel numbers; assessment and/or zoning information; property location, acreage and/or lot dimensions; existence, nature and dimensions of road, river, lake and/or other frontage; existence and location, dimensions and/or nature of improvements and/or encroachments; any information regarding property access; any information regarding the sufficiency or nature of title to the premises.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: (WORK): ( ) \_\_\_\_\_ (HOME): ( ) \_\_\_\_\_

(CELL): ( ) \_\_\_\_\_ E-MAIL: \_\_\_\_\_

BIDDER NUMBER: \_\_\_\_\_ OPENING BID: \_\_\_\_\_



REAL ESTATE AUCTION CO., INC.

80 Smokey Hollow Rd.

Baldwinsville, NY 13027

(315) 678-2000 OR 1-800-374-SELL



## Division of Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
www.dos.ny.gov

### New York State Disclosure Form for Buyer and Seller

#### THIS IS NOT A CONTRACT

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

#### Disclosure Regarding Real Estate Agency Relationships

##### Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

##### Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

##### Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

##### Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

##### Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

**New York State Disclosure Form for Buyer and Seller**

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Bernard J. Brzostek of Brzostek's Real Estate Auction Co., Inc.  
*(Print Name of Licensee)* *(Print Name of Company, Firm or Brokerage)*

a licensed real estate broker acting in the interest of the:

Seller as a *(check relationship below)*

Buyer as a *(check relationship below)*

Seller's Agent

Buyer's Agent

Broker's Agent

Broker's Agent

Dual Agent

Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

Advance Informed Consent Dual Agency

Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

(I) (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form:

Signature of  Buyer(s) and/or  Seller(s):

*A. Christopher Moore*

Date: 4/9/21

Date: \_\_\_\_\_



## Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

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### New York State Housing and Anti-Discrimination Disclosure Form

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Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

#### **Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:**

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

#### **YOU HAVE THE RIGHT TO FILE A COMPLAINT**

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: [www.dhr.ny.gov](http://www.dhr.ny.gov);
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website [https://www.dos.ny.gov/licensing/complaint\\_links.html](https://www.dos.ny.gov/licensing/complaint_links.html)
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint



**Division of  
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**New York State Housing and Anti-Discrimination Disclosure Form**

For more information on Fair Housing Act rights and responsibilities please visit  
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Bernard J. Brzostek (print name of Real Estate Salesperson/  
Broker) of Brzostek's Real Estate Auction (print name of Real Estate company, firm or brokerage)  
Co., Inc.

(I)(We) T. Clifton Morris  
(Seller Name) - Print

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature T. Clifton Morris Date: 4/5/21

Buyer/Tenant/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

PROPERTY INFORMATION

Name of Seller or Sellers: T. Clifford Morris

Property Address: 2666 County Rd. 130, Ovid NY 14521

NEW YORK STATE AGRICULTURAL AND MARKET LAW Section 310: Disclosure Prior to the Sale of Real Property. "It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law." Premises [ ] are [ ] are not located partially or wholly within an agricultural district.

NEW YORK STATE REAL PROPERTY LAW Section 242: Disclosure Prior to the Sale of Real Property. The above property [ ] does [ ] does not have utility electric service available to it. This property [ ] is [ ] is not subject to an electrical and/or gas utility surcharge. This type of surcharge is: [ ]. The purpose of the surcharge is [ ]. The amount of the surcharge is \$ [ ]. The surcharge is payable: [ ] Monthly, [ ] Annually, [ ] other basis [ ]. The above property [ ] does [ ] does not have uncapped natural gas wells.

The Following Information Is Provided to the Best of the Seller's Knowledge:

Is the property or structure on a local, state or national historical register or listed on an eligibility list: [ ] Yes [ ] No

Property Tax Exemption: [ ] Yes [ ] No [ ] Basic STAR [ ] Veterans [ ] Other

HOA/Condo Fee: [ ] Yes [x] No - Amount \$ [ ] Due: [ ] Monthly [ ] Qtrly [ ] Semi-Annual [ ] Yearly [ ] Other

Special Assessments or Other Fees: [ ] Yes [x] No Amount \$ [ ] Due: [ ] Monthly [ ] Quarterly [ ] Semi-Annual [ ] Yearly [ ] Other - Explain: [ ]

Age of Hot Water Heater: 2-3 yrs Capacity of Gallons: 40? Age of Furnace or Boiler: [ ] Age of Air Conditioning Unit: [ ]

Annual Bill for Fuel/Oil or Propane: \$ [ ] Average Monthly Utilities: Gas \$ [ ] Electric \$ [ ] Total: \$ [ ]

Major Improvements known to Seller (up to fifteen (15) years):

- Put in Pellet Stove & base board-electric heaters.
- newer hot water heaters and water pump

**I agree to furnish a copy of:**

- |   |   |
|---|---|
| 1. My deed and existing survey, if available, upon acceptance of contract for the buyer's use | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Restrictive covenants or deed restrictions of record, <i>if applicable</i> .               | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Condominium Bylaws, Rules, etc., <i>if applicable</i> .                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| 4. Homeowner's Association Bylaws, Rules, etc., <i>if applicable</i> .                        | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Utility bills upon request.  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

**We make no representations or warranties either expressed or implied as to the condition of the property. Potential buyers are urged to carefully inspect the property and/or order a home inspection and/or other desired tests at buyer's expense which may address conditions or circumstances of local and national concern.**

Seller J. Clayton Morris Date 4/5/21

Seller \_\_\_\_\_ Date \_\_\_\_\_

I have read this Property Information Form and have received a copy of it. I acknowledge that this statement is not a representation or warranty of any kind by Seller or any agent of the Seller and is not a substitute for a home inspection or other tests that are available to me to assess the condition of the property.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

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Division of Licensing Services

New York State Department of State Division of Licensing Services P.O. Box 22001 Albany, NY 12201-2001 Customer Service: (518) 474-4429 www.dos.ny.gov

Property Condition Disclosure Statement

Name of Seller or Sellers: J. Jeffrey Morris

Property Address: 2606 CRISTO DR, NY 14521

General Instructions:

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy of thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This Disclosure Statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title. In the event a seller fails to perform the duty prescribed in this article to deliver a Disclosure Statement prior to the signing by the buyer of a binding contract of sale, the buyer shall receive upon the transfer of title a credit of \$500 against the agreed upon purchase price of the residential real property.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or resident of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be construction or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

Instruction to the Seller:

- a. Answer all questions based upon your actual knowledge.
b. Attach additional pages with your signature if additional space is required.
c. Complete this form yourself.
d. If some items do not apply to your property, check "NA" (Non-applicable). If you do not know the answer check "Unknown."

Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorized his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

GENERAL INFORMATION

- 1. How long have you owned the property? 15-20 yrs
2. How long have you occupied the property? 0
3. What is the age of the structure or structures? ?
Note to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.

- 4. Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? [ ] Yes [x] No [ ] Unknown [ ] NA
5. Does anybody else claim to own any part of your property? If yes, explain below [ ] Yes [x] No [ ] Unknown [ ] NA

- 6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? If yes, explain below [ ] Yes [x] No [ ] Unknown [ ] NA

# Property Condition Disclosure Statement

7. Are there any features of the property shared in common with adjoining landowners or a homeowner's association, such as walls, fences or driveways? *If yes, describe below* .....  Yes  No  Unknown  NA

*Property is L shaped. Includes back yard from White garage to driveway is neighbors*

8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? *If yes, describe below* .....  Yes  No  Unknown  NA

9. Are there certificates of occupancy related to the property? *If no, explain below* .....  Yes  No  Unknown  NA

## ENVIRONMENTAL

### Note to Seller:

In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products that could pose short or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners and pool chemicals and products containing mercury and lead.

### Note to Buyer:

If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a designated floodplain? *If yes, explain below* .....  Yes  No  Unknown  NA

11. Is any or all of the property located in a designated wetland? *If yes, explain below* .....  Yes  No  Unknown  NA

12. Is the property located in an agricultural district? *If yes, explain below* .....  Yes  No  Unknown  NA

13. Was the property ever the site of a landfill? *If yes, explain below* .....  Yes  No  Unknown  NA

14. Are there or have there ever been fuel storage tanks above or below the ground on the property?  Yes  No  Unknown  NA
- If yes, are they currently in use? .....  Yes  No  Unknown  NA
  - Location(s)

- Are they leaking or have they ever leaked? *If yes, explain below* .....  Yes  No  Unknown  NA

15. Is there asbestos in the structure? *If yes, state location or locations below* .....  Yes  No  Unknown  NA

# Property Condition Disclosure Statement

16. Is lead plumbing present? *If yes, state location or locations below* .....  Yes  No  Unknown  NA

17. Has a radon test been done? *If yes, attach a copy of the report* .....  Yes  No  Unknown  NA

18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? *If yes, describe below* .....  Yes  No  Unknown  NA

19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? *If yes, attach report(s)* .....  Yes  No  Unknown  NA

## STRUCTURAL

20. Is there any rot or water damage to the structure or structures? *If yes, explain below* .....  Yes  No  Unknown  NA

21. Is there any fire or smoke damage to the structure or structures? *If yes, explain below* .....  Yes  No  Unknown  NA

22. Is there any termite, insect, rodent or pest infestation or damage? *If yes, explain below* .....  Yes  No  Unknown  NA

23. Has the property been tested for termite, insect, rodent or pest infestation or damage? .....  Yes  No  Unknown  NA

*If yes, please attached report(s)*

24. What is the type of roof/roof covering (slate, asphalt, other)? *asphalt or metal on part of roof* .....

• Any known material defects? ..... *NO*

• How old is the roof? ..... *?*

• Is there a transferable warrantee on the roof in effect now? *If yes, explain below* ..... *NO*

# Property Condition Disclosure Statement

25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? .....  Yes  No  Unknown  NA

## MECHANICAL SYSTEMS AND SERVICES

26. What is the water source? (Check all that apply) .....  Well  Private  Municipal  
 Other: \_\_\_\_\_

• If municipal, is it metered? .....  Yes  No  Unknown  NA

27. Has the water quality and/or flow rate been tested? .....  Yes  No  Unknown  NA

28. What is the type of sewage system? (Check all that apply) .....  Public Sewer  Private Sewer  
 Septic  Cesspool

• If septic or cesspool, age? ..... ?

• Date last pumped? ..... 1 1/2 years

• Frequency of pumping? ..... when needed

• Any known material defects? If yes, explain below .....  Yes  No  Unknown  NA

29. Who is your electric service provider? ..... NYSEG

• What is the amperage? ..... \_\_\_\_\_

• Does it have circuit breakers or fuses? ..... Circuit Breakers

• Private or public poles? ..... \_\_\_\_\_

• Any known material defects? If yes, explain below .....  Yes  No  Unknown  NA

30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? If yes, state locations and explain below .....  Yes  No  Unknown  NA

31. Does the basement have seepage that results in standing water? If yes, explain below .....  Yes  No  Unknown  NA

Some seepage but dump pump takes care of it

# Property Condition Disclosure Statement

Are there any known material defects in any of the following? If yes, explain below. Use additional Sheets if necessary .....

- 32. Plumbing system? .....  Yes  No  Unknown  NA
- 33. Security system? .....  Yes  No  Unknown  NA
- 34. Carbon monoxide detector? .....  Yes  No  Unknown  NA
- 35. Smoke detector? .....  Yes  No  Unknown  NA
- 36. Fire sprinkler system? .....  Yes  No  Unknown  NA
- 37. Sump pump? .....  Yes  No  Unknown  NA
- 38. Foundation/slab? .....  Yes  No  Unknown  NA
- 39. Interior walls/ceilings? .....  Yes  No  Unknown  NA
- 40. Exterior walls or siding? .....  Yes  No  Unknown  NA
- 41. Floors? .....  Yes  No  Unknown  NA
- 42. Chimney/fireplace or stove? *Ap. A has to have pellet stove installed and certified.*  Yes  No  Unknown  NA
- 43. Patio/deck? .....  Yes  No  Unknown  NA
- 44. Driveway? .....  Yes  No  Unknown  NA
- 45. Air conditioner? .....  Yes  No  Unknown  NA
- 46. Heating system? .....  Yes  No  Unknown  NA
- 47. Hot water heater? .....  Yes  No  Unknown  NA

48. The property is located in the following school district Rembert

**Note:** Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and floodplain maps).

The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

"SOLD AS IS"

# Property Condition Disclosure Statement

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## SELLER'S CERTIFICATION:

Seller certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

Seller's Signature

X



Date

4/5/21

Seller's Signature

X

Date

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## BUYER'S ACKNOWLEDGMENT:

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer's Signature

X

Date

Buyer's Signature

X

Date



# COVID-19 DISCLOSURE

On January 30, 2020, the World Health Organization (WHO) designated the novel coronavirus, COVID-19, outbreak as a Public Health Emergency of International Concern. On January 31, 2020, the United States Health and Human Services (HHS) Secretary declared a public health emergency for the entire United States and on March 7, 2020, Governor Andrew Cuomo declared a State disaster emergency for the entire State of New York (the "Emergency"). By Executive Order, Governor Cuomo has directed that all businesses shall utilize, to the maximum extent possible, any telecommuting or work from home procedures in order to reduce the in-person workforce at any work locations by 100%. Essential businesses or entities providing essential services or functions to an essential business are not subject to the in-person restriction to the limited extent necessary to provide such service or function.

Empire State Development (ESD) has determined that real estate services shall be conducted remotely for all transactions, including appraisals, inspections and other services necessary to complete a transfer of real property; provided that any services and parts therein may be conducted in-person only to the extent legally necessary and in accordance with appropriate social distancing. It may become necessary in limited circumstances for a real estate licensee, inspector, appraiser or other third party to access the Property. Such access raises the possibility of potential liability resulting from exposure to COVID-19. By agreeing to permit such parties to enter the Property or by agreeing to enter the property, all parties acknowledge there is an assumption of exposure to COVID-19 and any and all consequences and/or injury which may result from such exposure, including but not limited to, physical and/or psychological injury, pain, suffering, illness, temporary or permanent disability, death or economic loss. This disclosure will help you to make informed choices about access to the Property during the Emergency.

The undersigned hereby acknowledge receipt of this COVID-19 Disclosure Statement.

(X) T. Clifford Morris 4/15/21 T. Clifford Morris  
Seller/Buyer Date Print name

\_\_\_\_\_  
Seller/Buyer Date Print name

This form was provided by Bernard J. Brzostek  
Print Name of Licensee

of Brzostek's Real Estate Auction Co., Inc a licensed real estate broker.  
Print Name of Company, Firm or Brokerage

**Disclosure of information on Lead-Based paint and /or Lead-Based paint hazards**

**Lead Warning statement:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 2666 County Rd 130, Ond NY 14521

**Seller's Disclosure:**

(a) Presence of lead-based paint and/or lead based paint hazards (initial (i) or (ii) below)

- JCM (i) Known lead-based paint and/or lead based paint hazards are present in the housing (explain)  
JCM (ii) Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below)

- JCM (i) Seller has provided the purchaser with all the available records and reports pertaining to lead-based paint and /or lead-based paint hazards in the housing (list documents below)  
JCM (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgement (initial)**

(c) Records and reports supplied by the seller (initial (i) or (ii) below)

- (i) \_\_\_\_\_ Purchaser has received copies of all information listed above in (b)(i).  
 (ii) \_\_\_\_\_ Seller provided no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(d) \_\_\_\_\_ Purchaser has received the pamphlet **PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.**

(e) Purchaser has (initial (i) or (ii) below):

- (i) \_\_\_\_\_ Received a 10 day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; or  
 (ii) \_\_\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

**Agent's acknowledgement (initial)**

(f) JJB Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certificate of accuracy** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

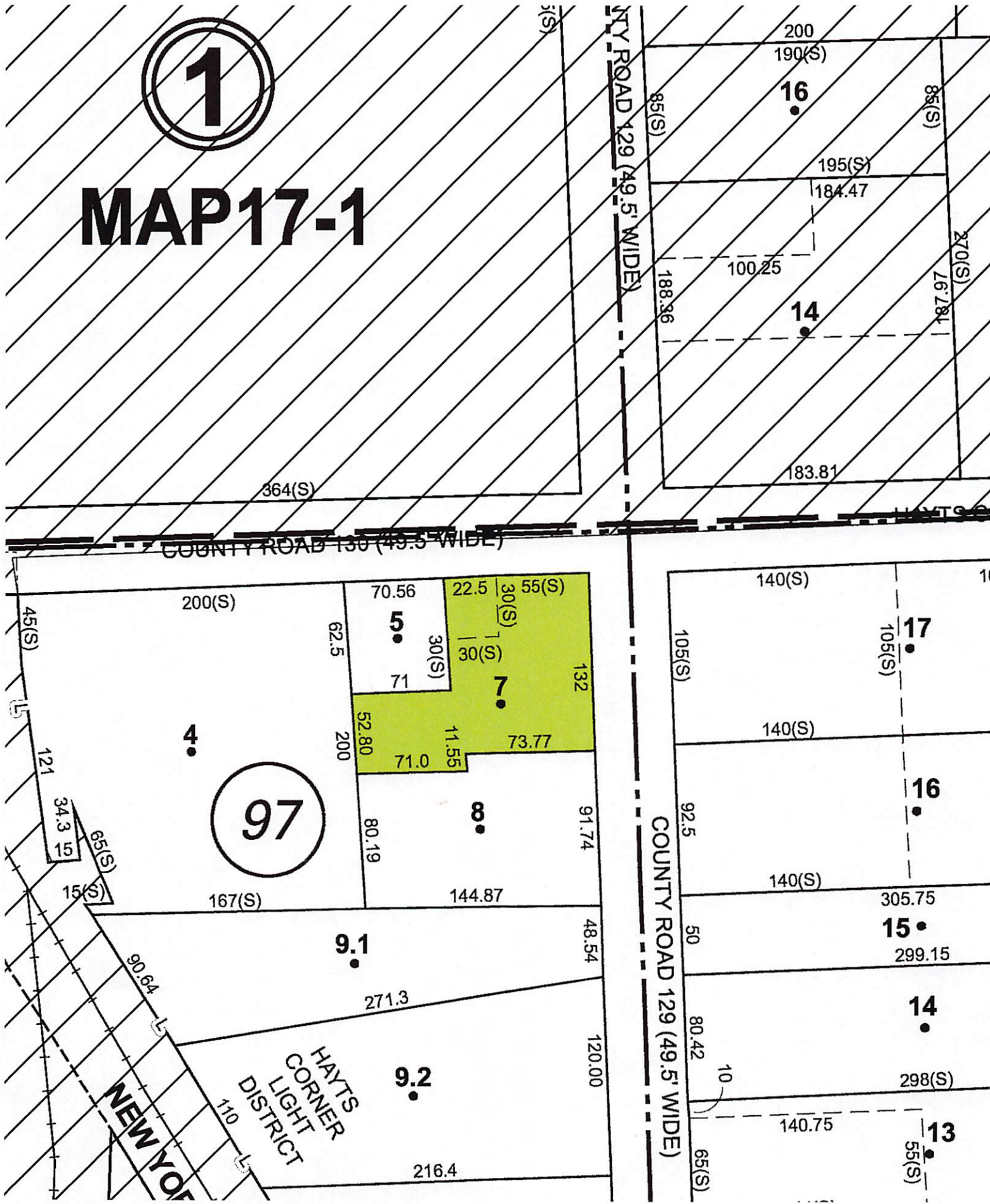
_____	Date	<u>(X)</u> <u>J. Christopher Morris</u>	<u>4/5/21</u>
Seller		Seller	Date
_____	Date	_____	Date
Purchaser		<u>Bernard J. Brzostek</u>	<u>4-12-21</u>
_____	Date	Agent Bernard J. Brzostek	Date
Agent			

REV. 1/2016



1

# MAP 17-1





## Property Description Report For: 2666 Cty Rd 130, Municipality of Romulus

*No Photo Available*

<b>Status:</b>	Active
<b>Roll Section:</b>	Taxable
<b>Swis:</b>	453089
<b>Tax Map ID #:</b>	20-1-07
<b>Property Class:</b>	220 - 2 Family Res
<b>Site:</b>	RES 1
<b>In Ag. District:</b>	No
<b>Site Property Class:</b>	220 - 2 Family Res
<b>Zoning Code:</b>	-
<b>Neighborhood Code:</b>	00130
<b>School District:</b>	South Seneca
<b>Total Assessment:</b>	2020 - \$49,600
<b>Property Desc:</b>	mb02-435
<b>Deed Page:</b>	275
<b>Grid North:</b>	982139
<b>Total Acreage/Size:</b>	0.38
<b>Land Assessment:</b>	2020 - \$8,900
<b>Full Market Value:</b>	2020 - \$76,308
<b>Equalization Rate:</b>	----
<b>Deed Book:</b>	658
<b>Grid East:</b>	764870

### Area

<b>Living Area:</b>	2,329 sq. ft.	<b>First Story Area:</b>	1,449 sq. ft.
<b>Second Story Area:</b>	880 sq. ft.	<b>Half Story Area:</b>	0 sq. ft.
<b>Additional Story Area:</b>	0 sq. ft.	<b>3/4 Story Area:</b>	0 sq. ft.
<b>Finished Basement:</b>	0 sq. ft.	<b>Number of Stories:</b>	2
<b>Finished Rec Room</b>	0 sq. ft.	<b>Finished Area Over Garage</b>	0 sq. ft.

### Structure

<b>Building Style:</b>	Old style	<b>Bathrooms (Full - Half):</b>	2 - 0
<b>Bedrooms:</b>	5	<b>Kitchens:</b>	2
<b>Fireplaces:</b>	0	<b>Basement Type:</b>	Partial
<b>Porch Type:</b>	Porch-enclsd	<b>Porch Area:</b>	42.00
<b>Basement Garage Cap:</b>	0	<b>Attached Garage Cap:</b>	0.00 sq. ft.
<b>Overall Condition:</b>	Fair	<b>Overall Grade:</b>	Average
<b>Year Built:</b>	1900		

### Owners

T Clifton Morris  
P.O. Box 424  
Vermillion OH 44089

## Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
12/13/2002	\$27,728	220 - 2 Family Res	Land & Building	Smith, Robert	No	Yes	No	658/275
9/17/1991	\$39,500	220 - 2 Family Res	Land Only	Smith, Robert	Yes	Yes	Yes	485/139

## Utilities

<b>Sewer Type:</b>	Private	<b>Water Supply:</b>	Private
<b>Utilities:</b>	Electric	<b>Heat Type:</b>	No central
<b>Fuel Type:</b>	None	<b>Central Air:</b>	No

## Improvements

Structure	Size	Grade	Condition	Year
Porch-enclsd	6 x 7	Average	Fair	1900
Porch-enclsd	7 x 10	Average	Fair	1900
Barn-1.0 gen	14 x 24	Economy	Fair	1900
Porch-enclsd	84.00 sq ft	Average	Normal	1900

## Special Districts for 2020

Description	Units	Percent	Type	Value
AG012-Agriculture dist 12	0	0%		0
FD009-Ovid-romulus fire	0	0%		0
LD005-Hayts corners light	0	0%		0
RC006-Recycling fee	2	0%		0
SS001-Ss ambul contract	2	0%		0

## Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
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## Taxes

Year	Description	Amount
2021	County	\$2,040.66
2020	County	\$1,907.67
2020	School	\$956.33

**\* Taxes reflect exemptions, but may not include recent changes in assessment.**



## Image Mate Online

### Tax Links

Property Info

Tax Info

## Details for Taxes Levied in 2021

### Municipality of Romulus

Swis:	453089	Tax Map ID#:	20-1-07
-------	--------	--------------	---------

2021 County/Town Taxes			
Description	Rate (per \$1000 or Unit)	Value	Amount Due
County Tax	6.435608	49,600.00	319.21
Town Tax	2.489450	49,600.00	123.48
Highway Item I	2.683060	49,600.00	133.08
2020 School Relevy	0.000000	0.00	1,053.97
Ovid-romulus fire	1.237341	49,600.00	61.37
Hayts corners light	0.918329	49,600.00	45.55
Recycling fee	37.500000	2.00 units	75.00
Ss ambul contract	114.501502	2.00 units	229.00
			Total: 2,040.66

### 2021-22 School

No School tax information is available.

### 2021-22 Village Taxes

No Village tax information is available.

**Tax Year 2020 (Last Update: 2/2/2021)**

**South Seneca CSD**

**Linda M.P. Wadhams, Tax Collector  
Main Street Shop Centre, Suite 212  
Waterloo, New York 13165**

**FOR VIEW ONLY-Call 315-539-1563 for a copy.**

**Property Info**

**Property Address:**  
2666 Cty Rd 130

**Account #:**

**SWIS Code:**  
453089

**Owner:**  
Morris T Clifton  
PO Box 424  
Vermillion OH 44089

**Bill #:**  
4093

**School Code:**  
452801

**Tax Map #:**  
20-1-07

**School District:**

**Payment History**

(Payments made to the county directly may not be reflected on this site.)

<b>Date</b>	<b>Comments</b>	<b>Amount</b>	<b>Paid By</b>
09/01/2020	Tax Bill	\$956.33	

**Tax Due: \$956.33 \***

\* Does not include penalties or fees, if any.

**Levy Details**

<b>Levy Description</b>	<b>Tax Value</b>	<b>Tax Rate</b>	<b>Tax Amount</b>
South Seneca Central	49600.00	18.837145	\$934.32
Library Fund	49600.00	0.443667	\$22.01

**Total Tax: \$956.33**



## Image Mate Online

### Tax Links

Property Info

Tax Info

## Details for Taxes Levied in 2020

### Municipality of Romulus

Swis:	453089	Tax Map ID#:	20-1-07
-------	--------	--------------	---------

2020 County/Town Taxes			
Description	Rate (per \$1000 or Unit)	Value	Amount Due
County Tax	5.743619	49,600.00	284.88
Town Tax	2.060732	49,600.00	102.21
Highway Item I	2.529042	49,600.00	125.44
2019 School Relevy	0.000000	0.00	1,007.10
Ovid-romulus fire	1.227993	49,600.00	60.91
Hayts corners light	0.723125	49,600.00	35.87
Recycling fee	37.500000	2.00 units	75.00
Ss ambul contract	108.128024	2.00 units	216.26
			Total: 1,907.67

2020-21 School Taxes (South Seneca District)			
Description	Rate (per \$1000 or Unit)	Value	Amount Due
South Seneca Central	18.837145	49,600.00	934.32
Library Fund	0.443667	49,600.00	22.01
Total Star Savings: 0.00			
			Total: 956.33

2020-21 Village Taxes
No Village tax information is available.

Town of Romulus

February 26, 2021

Morris T Clifton  
PO Box 424  
Vermillion, OH 44089

Pursuant to Section 987 of the Real Property Law which became effective June 1, 1990, all tax collectors are required by law to mail a notice to each owner of real property upon which the taxes remain unpaid. This letter is to comply with the law and serves to notify you that the taxes on your property have not been paid. If the taxes should have been paid through a real property escrow account, please immediately notify the holder of the account that the taxes are not paid.

Town Code 453089: Town of Romulus  
Parcel ID: 453089; 20-1-07  
Location: 2666 Cty Rd 130  
Assessed to: Morris T Clifton

**Received**  
3 3038

Tax year and type	Bill #	Tax amount	Interest	Total Due
2021 Town/County Taxes	000778	\$2,040.66	\$40.81	\$2,081.47
			Totals:	\$2,081.47

The above figure is good until March 1 2021.

If these taxes remain unpaid, they will be returned to the County Treasurer's office by March 31 2021 of this year for collections at which point additional penalties will be added. Please contact this office at if questions remain.

Sincerely,

Jane Braunig  
Tax Collector  
Town of Romulus

STATE OF NEW YORK  
 COUNTY - Seneca  
 TOWN - Romulus  
 SWIS - 453089

2021 TOWN TAX ROLL  
 TAXABLE SECTION OF THE ROLL - 1  
 OWNERS NAME SEQUENCE  
 UNIFORM PERCENT OF VALUE IS 065.00

PAGE 231  
 VALUATION DATE-JUL 01, 2019  
 TAXABLE STATUS DATE-MAR 01, 2020

TAX MAP PARCEL NUMBER	PROPERTY LOCATION & CLASS	ASSESSMENT	EXEMPTION CODE	COUNTY	TOWN	TAX AMOUNT
CURRENT OWNERS NAME	SCHOOL DISTRICT	LAND	TAX DESCRIPTION	TAXABLE VALUE		
CURRENT OWNERS ADDRESS	PARCEL SIZE/GRID COORD	TOTAL	SPECIAL DISTRICTS			
***** 20-1-07 *****						
20-1-07	2666 Cty Rd 130			20-1-07		BILL 778
Morris T Clifton	220 2 Family Res		County Tax	49,600		319.21
PO Box 424	South Seneca 452801	8,900	Town Tax	49,600		123.48
Vermillion, OH 44089	mb02-435	49,600	Highway Item I	49,600		133.08
	ACRES 0.38		School Relevy			1,053.97
	EAST-0764870 NRTH-0982139		FD009 Ovid-romulus fire	49,600 TO		61.37
	DEED BOOK 658 PG-275		LD005 Hayts corners light	49,600 TO		45.55
	FULL MARKET VALUE	76,308	RC006 Recycling fee	2.00 UN		75.00
			SS001 Ss ambul contract	2.00 UN		229.00
			TOTAL TAX ---			2,040.66**
					DATE #1	01/01/21
					AMT DUE	2,040.66
***** 01-1-48.75 *****						
01-1-48.75	5741 Lake Hill Dr			01-1-48.75		BILL 779
Mosher Donna	210 1 Family Res		County Tax	119,000		765.84
5741 Lake Hill Dr	Romulus 453003	30,000	Town Tax	119,000		296.24
Romulus, NY 14541	ACRES 0.44	119,000	Highway Item I	119,000		319.28
	EAST-0730666 NRTH-1000177		FD009 Ovid-romulus fire	119,000 TO		147.24
	DEED BOOK 680 PG-113		LD015 S15-lakeshore light	119,000 TO		14.90
	FULL MARKET VALUE	183,077	RC006 Recycling fee	1.00 UN		37.50
			SS001 Ss ambul contract	1.00 UN		114.50
			TOTAL TAX ---			1,695.50**
					DATE #1	01/01/21
					AMT DUE	1,695.50
***** 21-1-31 *****						
21-1-31	6943 Rte 89			21-1-31		BILL 780
Mott Robert T	210 1 Family Res - WTRFNT		County Tax	182,000		1,171.28
6943 Rte 89	South Seneca 452801	175,000	Town Tax	182,000		453.08
Ovid, NY 14521	mb 02-440	182,000	Highway Item I	182,000		488.32
	FRNT 100.00 DPTH 235.00		FD009 Ovid-romulus fire	182,000 TO		225.20
	EAST-0778890 NRTH-0980191		RC006 Recycling fee	1.00 UN		37.50
	DEED BOOK 659 PG-38		SS001 Ss ambul contract	1.00 UN		114.50
	FULL MARKET VALUE	280,000	TOTAL TAX ---			2,489.88**
					DATE #1	01/01/21
					AMT DUE	2,489.88
*****						

STATE OF NEW YORK  
 COUNTY - Seneca  
 TOWN - Romulus  
 SWIS - 453089

2 0 2 0 F I N A L A S S E S S M E N T R O L L  
 T A X A B L E SECTION OF THE ROLL - 1

PAGE 193  
 VALUATION DATE-JUL 01, 2019  
 TAXABLE STATUS DATE-MAR 01, 2020

OWNERS NAME SEQUENCE  
 UNIFORM PERCENT OF VALUE IS 065.00

TAX MAP PARCEL NUMBER	PROPERTY LOCATION & CLASS	ASSESSMENT	EXEMPTION CODE	COUNTY	TOWN	SCHOOL
CURRENT OWNERS NAME	SCHOOL DISTRICT	LAND	TAX DESCRIPTION	TAXABLE VALUE		
CURRENT OWNERS ADDRESS	PARCEL SIZE/GRID COORD	TOTAL	SPECIAL DISTRICTS			ACCOUNT NO.
*****						
20-1-07	2666 Cty Rd 130			20-1-07		*****
Morris T Cliffton	220 2 Family Res		COUNTY TAXABLE VALUE	49,600		
PO Box 424	South Seneca 452801	8,900	TOWN TAXABLE VALUE	49,600		
Vermillion, OH 44089	mb02-435	49,600	SCHOOL TAXABLE VALUE	49,600		
	ACRES 0.38		AG012 Agriculture dist 12	.38 AC		
	EAST-0764870 NRTH-0982139		FD009 Ovid-romulus fire	49,600 TO		
	DEED BOOK 658 PG-275		LD005 Hayts corners light	49,600 TO		
	FULL MARKET VALUE	76,308	RC006 Recycling fee	2.00 UN		
			SS001 Ss ambul contract	2.00 UN		
*****						
01-1-48.75	5741 Lake Hill Dr			01-1-48.75		*****
Mosher Donna	210 1 Family Res		STAR B 41854 0	0	0	23,100
5741 Lake Hill Dr	Romulus 453003	30,000	COUNTY TAXABLE VALUE	119,000		
Romulus, NY 14541	ACRES 0.44	119,000	TOWN TAXABLE VALUE	119,000		
	EAST-0730666 NRTH-1000177		SCHOOL TAXABLE VALUE	95,900		
	DEED BOOK 680 PG-113		FD009 Ovid-romulus fire	119,000 TO		
	FULL MARKET VALUE	183,077	LD015 Sl5-lakeshore light	119,000 TO		
			MD010 Seneca co. sewer #2	.00 UN		
			RC006 Recycling fee	1.00 UN		
			SS001 Ss ambul contract	1.00 UN		
			WD022 Seneca co. water #1	.00 UN		
*****						
21-1-31	6943 Rte 89			21-1-31		*****
Mott Robert T	210 1 Family Res - WTRFNT		COUNTY TAXABLE VALUE	182,000		
6943 Rte 89	South Seneca 452801	175,000	TOWN TAXABLE VALUE	182,000		
Ovid, NY 14521	mb 02-440	182,000	SCHOOL TAXABLE VALUE	182,000		
	FRNT 100.00 DPTH 235.00		AG012 Agriculture dist 12	.00 AC		
	EAST-0778890 NRTH-0980191		FD009 Ovid-romulus fire	182,000 TO		
	DEED BOOK 659 PG-38		RC006 Recycling fee	1.00 UN		
	FULL MARKET VALUE	280,000	SS001 Ss ambul contract	1.00 UN		
*****						
03-1-02.2	5680 Rte 96			03-1-02.2		*****
Mule Cody D	210 1 Family Res		COUNTY TAXABLE VALUE	77,100		
5680 Rte 96	Romulus 453003	17,200	TOWN TAXABLE VALUE	77,100		
Romulus, NY 14541	ACRES 1.55	77,100	SCHOOL TAXABLE VALUE	77,100		
	DEED BOOK 1002 PG-245		AG012 Agriculture dist 12	1.55 AC		
	FULL MARKET VALUE	118,615	FD011 Romulus-varick fire	77,100 TO		
			LD004 Romulus-varick light	77,100 TO		
			MD006 Romulus sewer dist#1	1.00 UN		
			RC006 Recycling fee	1.00 UN		
			SS001 Ss ambul contract	1.00 UN		
			WD001 Romulus water	77,100 TO		
*****						

STATE OF NEW YORK  
 COUNTY - Seneca  
 SCHOOL - South Seneca  
 TOWN - Romulus  
 SWIS - 453089

2 0 2 0 S C H O O L T A X R O L L  
 T A X A B L E SECTION OF THE ROLL - 1  
 OWNERS NAME SEQUENCE  
 UNIFORM PERCENT OF VALUE IS 065.00

PAGE 1147  
 VALUATION DATE-JUL 01, 2019  
 TAXABLE STATUS DATE-MAR 01, 2020

TAX MAP PARCEL NUMBER	PROPERTY LOCATION & CLASS	ASSESSMENT	EXEMPTION CODE-----	SCHOOL
CURRENT OWNERS NAME	SCHOOL DISTRICT	LAND	TAX DESCRIPTION	TAXABLE VALUE
CURRENT OWNERS ADDRESS	PARCEL SIZE/GRID COORD	TOTAL	SPECIAL DISTRICTS	TAX AMOUNT
***** 14-1-52.2 *****				
14-1-52.2	7022 Iron Bridge Rd			BILL 4092
Mormelo Bernard Sr	105 Vac farmland		South Seneca Central	87,300 1,644.48
Mormelo Rosemary	South Seneca 452801	87,300	Library Fund	87,300 38.73
11 Maplewood Ct	ACRES 58.20	87,300		
Barneгат, NJ 08005-2008	EAST-0771265 NRTH-0988550			
	DEED BOOK 359 PG-0892			
	FULL MARKET VALUE	134,308		
TOTAL TAX ---				1,683.21**
				DATE #1 09/01/20
				AMT DUE 1,683.21
***** 20-1-07 *****				
20-1-07	2666 Cty Rd 130			BILL 4093
Morris T Cliffтон	220 2 Family Res		South Seneca Central	49,600 934.32
PO Box 424	South Seneca 452801	8,900	Library Fund	49,600 22.01
Vermillion, OH 44089	mb02-435	49,600		
	ACRES 0.38			
	EAST-0764870 NRTH-0982139			
	DEED BOOK 658 PG-275			
	FULL MARKET VALUE	76,308		
TOTAL TAX ---				956.33**
				DATE #1 09/01/20
				AMT DUE 956.33
***** 21-1-31 *****				
21-1-31	6943 Rte 89			BILL 4094
Mott Robert T	210 1 Family Res - WTRFNT		South Seneca Central	182,000 3,428.36
6943 Rte 89	South Seneca 452801	175,000	Library Fund	182,000 80.75
Ovid, NY 14521	mb 02-440	182,000		
	FRNT 100.00 DPTH 235.00			
	EAST-0778890 NRTH-0980191			
	DEED BOOK 659 PG-38			
	FULL MARKET VALUE	280,000		
TOTAL TAX ---				3,509.11**
				DATE #1 09/01/20
				AMT DUE 3,509.11
***** 10-2-09 *****				
10-2-09	6063 Poplar Bch			BILL 4095
Munch Charles Jr	260 Seasonal res - WTRFNT		South Seneca Central	137,000 2,580.69
Munch Mary E	South Seneca 452801	106,300	Library Fund	137,000 60.78
2 Shindagin Hollow Rd	507/252 Deed Merged With	137,000		
Brooktondale, NY 14817	Map Number			
	FRNT 50.00 DPTH 235.00			
	EAST-0771942 NRTH-0994830			
	DEED BOOK 394 PG-1136			
	FULL MARKET VALUE	210,769		
TOTAL TAX ---				2,641.47**
				DATE #1 09/01/20
				AMT DUE 2,641.47

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A Division of the New York Department of State

# FAIR HOUSING NOTICE

*Federal, State and Local Fair Housing Laws protect individuals from housing discrimination. It is unlawful to discriminate based on certain protected characteristics, which include, but are not limited to: race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status.*

## **THE FOLLOWING ARE SOME EXAMPLES OF POTENTIAL FAIR HOUSING VIOLATIONS:**

- Refusing to rent, sell or show a property based on a potential tenant or purchaser's protected characteristic.
- Quoting a higher price to a purchaser or renter because of the potential purchaser or tenant's protected characteristic.
- Refusing to rent to a tenant who has children or increasing a security deposit based on the number of children who will be living in the apartment.
- Steering prospective tenants or purchasers to certain neighborhoods based on any protected characteristics.
- Refusing to rent to a potential tenant because of their source of income, including but not limited to, Section 8 vouchers or other government subsidies.
- Refusing to waive a "no pet" policy for tenants that require a service, assistance or emotional support animal.
- Discriminating at the direction of a seller or landlord or because it is the preference of a seller or landlord.
- Refusing to rent to a renter who is a victim of domestic violence.

## **YOU HAVE THE RIGHT TO FILE A COMPLAINT**

- New York State, Department of State: (518) 474-4429
- New York State, Division of Human Rights: (844) 862-8703

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ALBANY OFFICE: One Commerce Plaza, 99 Washington Avenue, P.O. Box 22001, Albany, NY 12201-2001  
• Customer Service: (518) 474-4429 • Website: [www.dos.ny.gov](http://www.dos.ny.gov) • E-Mail: [licensing@dos.ny.gov](mailto:licensing@dos.ny.gov)

REGIONAL OFFICES:  
• BINGHAMTON • BUFFALO • HAUPPAUGE • NEW YORK CITY • UTICA

***This sign must be prominently posted in all real estate broker offices  
and at all public open houses.***

## Minimum Bid Increments

<b>Price Bid Range</b>	<b>Minimum Increment Amount</b>
\$0 - \$500	\$25
\$501 - \$1,000	\$50
\$1,001 - \$5,000	\$100
\$5,001 - \$10,000	\$200
\$10,001 - \$25,000	\$250
\$25,001 - \$50,000	\$500
\$50,001 - \$100,000	\$1,000
\$100,001 - & OVER	\$2,000



Purchase Offer

REAL ESTATE AUCTION CO., INC.

80 Smokey Hollow Road, Baldwinsville, NY 13027

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www.brzostek.com

THIS IS A LEGALLY BINDING CONTRACT, IF YOU HAVE ANY QUESTIONS YOU SHOULD CONTACT AN ATTORNEY BEFORE SIGNING IT

Bernard J. Brzostek, CAI, Licensed Real Estate Broker and Auctioneer

The undersigned as owners, hereby offer the following property located in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of New York, as unreserved public

auction held on \_\_\_\_\_. The property known as \_\_\_\_\_, tax map no. \_\_\_\_\_ being a \_\_\_\_\_

located on a lot of approximately \_\_\_\_\_. For a more complete description of the property, reference is made to the appropriate deed conveying title to the undersigned. Included with the property shall be all fixtures attached to the subject property, and the purchasers agree to purchase said property together with the following items: (to include any remaining items at time of closing)

The undersigned hereby agrees to auction said property and the purchasers agree to purchase said property subject to the following conditions:

1. The purchaser by signing this offer agrees to pay the total purchase price of \$ \_\_\_\_\_, which includes a Buyer's Premium of \$ \_\_\_\_\_ computed on 10% of his/her last bid of \$ \_\_\_\_\_.

2. The purchaser understands that this Buyer's Premium is due and earned at the time of the auction and execution of this contract and a portion of the deposit money may be used by the broker to pay this premium at the time of execution of this contract.

3. A down payment of \$ \_\_\_\_\_ is due at the time of auction and execution of this contract.

4. A second payment of \$ \_\_\_\_\_ is to be received by the broker at 80 Smokey Hollow Road, Baldwinsville, NY 13027, within 72 hours of execution of this contract. Time is of the essence in this contract including receipt of all deposits, and the broker must receive the second payment within 72 hours of execution of this contract or purchaser will be in breach of the contract.

5. A payment of \$ \_\_\_\_\_ is due at time of closing which must take place on or about \_\_\_\_\_.

6. It is understood and agreed that time is of the essence in this contract and the subject closing must take place on or before the above-mentioned date or the purchasers will be in breach of the contract. However, it is also understood and agreed that a reasonable extension of time to close may be granted by either party for the purpose of checking title or obtaining other legal documents which are necessary to close. Said "reasonable extension of time" shall be a period of time agreed upon between seller and purchaser. This reasonable extension of time does not include granting the purchaser more time for the purpose of obtaining financing, since this is a non-contingent offer, unless otherwise agreed upon between seller and purchaser.

7. The subject property is being sold "as is" with the purchaser or bidder acknowledging that he/she has had due and ample opportunity to inspect the premises and in fact has fully inspected the property before bidding on said property. The seller makes no representations whatsoever as to the condition of the subject property including type of insulation found in any structures. By affixing his/her signature to this contract, the undersigned as seller hereby accepts the price as bid at the above time and place and filled in by the bidder/purchaser after the completion of the auction.

8. The undersigned seller agrees to deliver to the purchaser at least five days prior to closing a forty-year abstract of title or title insurance, subject to any facts an accurate survey of the premises might disclose, and a ten-year tax search and tax receipts showing the property free and clear of all liens and encumbrances except as herein set forth, and except for building and use restrictions, rights of way (covenant and easements of record), and subject to zoning ordinances and to any taxes for local improvements not now completed.

X \_\_\_\_\_ X \_\_\_\_\_
Seller(s) Signature Date Purchaser(s) Signature Date

X \_\_\_\_\_ X \_\_\_\_\_
Seller(s) Signature Date Purchaser(s) Signature Date

COPY

COPY

Price Buyer's Premium

1st Deposit

2nd Deposit

Balance

Time is of the Essence

Property Sold As Is

Abstracts, Tax Receipts, Survey

COPY

COPY

COPY

Place of Closing & Non-Contingent Offer

9. The transfer is to be completed at the office of the purchaser's financing institution or seller's attorney if there is no independent financing institution on behalf of the purchaser. It is understood, however, that this is a non-contingent contract as there are no contingencies whatsoever in this contract for financing. Upon execution of this agreement, the purchaser is bound to purchase the subject property without contingency for financing or for any other contingency not specifically stated in this agreement.

Buyer Default

10. In case of forfeiture by purchaser of any earnest money paid upon the above described property, the balance of said earnest money, if any, shall be paid to the seller after payment therefrom all expenses and the 10% Buyer's Premium. All commission percentages are computed on the accepted sale price of property. If the aforementioned earnest money does not cover the 10% Buyer's Premium, seller shall not be responsible for payment of any portion of said 10 % commission.

Seller Default

11. In the event this transaction fails to close through any fault of the seller or seller's agents or attorney, then seller shall be responsible for full payment of the 10% Buyer's Premium and all reasonable attorney's fees necessary to collect same, and the earnest money deposit, if any, shall be returned to the purchaser.

Deed

12. The seller agrees to convey by \_\_\_\_\_, title to the property except as above set forth and subject to the rights of tenants, if any.

Adjustments

13. All interest, insurance premiums, rents, and taxes shall be prorated and adjusted as of the date of closing pursuant to local custom.

Possession

14. The possession of the premises shall be delivered on closing and passage of deed. Pre-possession is not permitted.

Mortgage Expense

15. It is understood and agreed that the purchaser will be responsible for any and all mortgage tax, recording fees and the seller shall be responsible for stamp tax deed.

Assignment

16. This offer may not be assigned to an individual or corporation for the purpose of holding title; however, the purchaser shall remain responsible for the faithful performance of the contract.

Survey

17. The purchaser at its own expense shall be responsible for supplying a current survey, if needed.

Risk of Loss

18. The risk of loss or damage to the property by fire or other causes until delivery of the deed is assumed by the seller. The parties hereto represent that through purchaser is paying the real estate commission or buyer's premium, Brzostek's Real Estate Auction Co., Inc., is the broker acting strictly as the agent for the seller in this transaction and that no other real estate broker or agent has helped to bring about this sale unless noted elsewhere on this contract.

Binding Contract

19. It is understood and agreed that once the purchaser signs this contract after auction, it shall be a binding contract without the necessity of any additional countersignature of the seller. This contract shall bind the seller and the buyer and their respective executors, administrators, distributees, successors and assigns.

Lead Paint

20. The purchaser acknowledges receipt of all materials regarding lead pain hazards. The purchaser understands that the seller has done no testing regarding lead paint, and purchaser agrees to take the property as is with further testing.

Date: \_\_\_\_\_

X \_\_\_\_\_  
Seller(s) Signature

X \_\_\_\_\_  
Purchaser(s) Signature

Seller's Address: \_\_\_\_\_

Purchaser's Address: \_\_\_\_\_

Seller's Phone #: \_\_\_\_\_

Purchaser's Phone #: \_\_\_\_\_

Seller's Attorney: \_\_\_\_\_

Purchaser's Attorney: \_\_\_\_\_

Attorney's Address: \_\_\_\_\_

Attorney's Address: \_\_\_\_\_

Attorney's Phone #: \_\_\_\_\_

Attorney's Phone #: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_