

BIDDER CERTIFICATION FORM

(To be completed on Day of Auction either in person or via email or USPS if you are the successful Online Bidder)

PROPERTY ADDRESS: 4116 Gahwiler Rd., Moravia, NY 13118

Seller: Patricia Bergerstock

Online & Live Onsite Auction: Saturday, June 11, 2022 – 10 AM

Online Pre-Bidding begins: Monday, June 6, 2022

By signing this form, I hereby certify the following:

1. I have read and understand the Terms of Sale and the Purchase contract and agree to be bound by them.
2. I understand that the Terms of Sale will be strictly enforced and that there will be no exceptions.
3. I acknowledge that I have read the auction rules contained in the Bid Packet completely and understand them. A copy of the Bid Packet is available at www.brzostek.com.
4. I certify that I currently have sufficient funds to meet the requirements as called for by the Terms of Sale for Online Bidding and Live Onsite Bidding.
5. I understand that certified funds means: *cash, certified check or money order*.
6. I understand that if I am the successful Bidder, I will sign the Purchase Contract and that only the registered successful bidder may sign the contract.
7. I understand that a 10% Buyer's Premium will be added to my final bid.
8. I certify that I agree to accept the property in AS IS condition. If there is anything concerning the condition of the property that I do not understand or need further explanation on, I will ask prior to bidding.
9. Issuance of a bad check is a Class B misdemeanor under the Penal Law. Any stopped payment checks will be treated as a Breach of Contract.
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., its 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: _____
(Purchaser Name or LLC if applicable. If an LLC, please provide article of incorporation)

ADDRESS: _____ CITY: _____ STATE _____ ZIP _____

PHONE NUMBER: (CELL) (_____) _____ (HOME) (_____) _____

(WORK) (_____) _____ E-MAIL ADDRESS: _____

Paddle/Bidder # _____

(given by Proxibid or Auctioneer)

TERMS OF SALE

PROPERTY ADDRESS: 4116 Gahwiler Rd., Moravia, NY 13118

Seller: Patricia Bergerstock

Online & Live Onsite Auction: Saturday, June 11, 2022 – 10 AM

Online Pre-Bidding begins: Monday, June 6, 2022

Bidding online via Proxibid:

1. A 10% Buyer's Premium (Aka Internet Premium) will be added to the final bid to obtain the Total Purchase price.
2. Upon being announced "sold" by the Auctioneer on Saturday, June 11, 2022, 10% of the Total Purchase price (Bid plus the 10% Buyer's Premium) is due from the Purchaser and up to \$10,000.00 of this will be immediately charged to a valid credit card (Visa, MasterCard, Discover or AMEX). The balance of said 1st payment is due in **three** Business days of Auction date.
3. An Additional 10% of the Total Purchase price is due no later than **five** business days of Auction date, with Certified or Personal Funds.
4. Brzostek's Real Estate Auction Co., Inc. will send the Purchase Contract and all required Addendums and Disclosures via email or USPS for the Purchasers signature. A copy of these can be found in the Bid Packet on our website. These payments along with the fully executed Purchase Contract shall be returned immediately to the Address listed below. Balance is due upon Closing in or about 30-60 days. Transfer of Title by Warranty Deed.
5. I acknowledge that I have read and agree to the items listed on the Bidder Certification Form which I will sign and return with the Purchase Contract.

Bidding at the Live Onsite Auction:

1. A 10% Buyer's Premium will be added to the final bid to obtain the Total Purchase price.
2. Upon being announced "sold" by the Auctioneer on Saturday, June 11, 2022, 10% of the Total Purchase price (Bid plus the 10% Buyer's Premium) is due from the Purchaser by Cash, Check or Certified funds.
3. An Additional 10% of the Total Purchase price is due in three business days with Certified or Personal Funds. These payments shall be mailed or delivered to the Address listed below.
4. The Purchase Contract will be executed immediately along with required Addendums and Disclosures. Balance is due upon Closing in or about 30-60 days. Transfer of Title by Warranty Deed.
5. I acknowledge that I have read and agree to the items listed on the Bidder Certification Form which I will sign onsite at the live Auction.

***Remit contract and payment to: Brzostek's Real Estate Auction Co., Inc.
80 Smokey Hollow Rd.
Baldwinsville, NY 13027**

****All the information contained on our literature and website was obtained from sources believed to be correct but is not guaranteed. All announcements from the Auction block take precedence over any printed or advertised material. This property will be sold subject to any applicable Federal, State, and/or Local Government Regulations. All acreages, measurements, & other figures described in this flyer are approximate and, therefore, not necessarily to scale.**

****Issuance of a bad check is a Class B misdemeanor under the Penal Law.**

****Any stopped payment checks will be treated as a Breach of Contract and will be forwarded to our Attorney for Collection!**



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)

Seller's Agent

Broker's Agent

Buyer as a (check relationship below)

Buyer'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):

Patricia A Bergerstock

Date: 2/1/22

Date: _____



Division of Licensing Services

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

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

New York State Housing and Anti-Discrimination Disclosure Form

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;
- 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
- 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 Licensing Services

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

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

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 Co., Inc. (print name of Real Estate company, firm or brokerage)

(I)(We) Patricia A. Bergerstock
(Seller Name) - Print

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

Buyer/Tenant/Seller/Landlord Signature Patricia A. Bergerstock Date: 2/1/22

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: Patricia D. Bergersdock

Property Address: 4116 Gahwiler Rd., Moravia, NY 13118

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 [x] 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 [x] does [] does not have utility electric service available to it. This property [] is [x] 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 [x] 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 [x] No

Property Tax Exemption: [] Yes [] No [x] 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: 1 yr. Capacity of Gallons: Age of Furnace or Boiler: 8 yrs. Age of Air Conditioning Unit:

Annual Bill for Fuel/Oil or Propane: \$ 200. pr. mo. Average Monthly Utilities: Gas \$ Electric \$ 150 pr. mo. Total: \$ 350. pr. mo.

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

water heater
fuel burner
new sink in bathroom, new toilet
Painted house
new laundry room

I agree to furnish a copy of:

- 1. My deed and existing survey, if available, upon acceptance of contract for the buyer's use Yes No
- 2. Restrictive covenants or deed restrictions of record, *if applicable*. Yes No
- 3. Condominium Bylaws, Rules, etc., *if applicable*. Yes No
- 4. Homeowner's Association Bylaws, Rules, etc., *if applicable*. Yes No
- 5. Utility bills upon request. Yes 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 x Patricia A. Bergerstroeh Date 2-1-22

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 _____

012315



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: Patricia A. Bergerstock
Property Address: 4116 Mahwiler Rd. Moravia, NY 13118

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.
'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? 1976
2. How long have you occupied the property? 1962
3. What is the age of the structure or structures? 1925
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 No X 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

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)? slate

• Any known material defects? no

• How old is the roof? 1925

• 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? 1950's

• Date last pumped? 2-3 yrs ago

• Frequency of pumping? as needed

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

29. Who is your electric service provider? national grid

• What is the amperage? 200

• Does it have circuit breakers or fuses? C.B.

• Private or public poles? P.P.

• 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

In heavy rain we get seepage

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? Chimney 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 Moravia

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

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

Patricia A. Bergerstock

Date 1-2-22

Seller's Signature

Date _____

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

Date _____

Buyer's Signature

Date _____

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: 4116 Gahwiler Rd, Moravia, NY, 13118

Seller's Disclosure:

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

(i) Known lead-based paint and/or lead based paint hazards are present in the housing (explain)

⊗ PAB (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)

(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)

⊗ PAB (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) PJB - 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.

⊗ Patricia A. Bergerstock 2/1/22
Seller Date

Seller Date

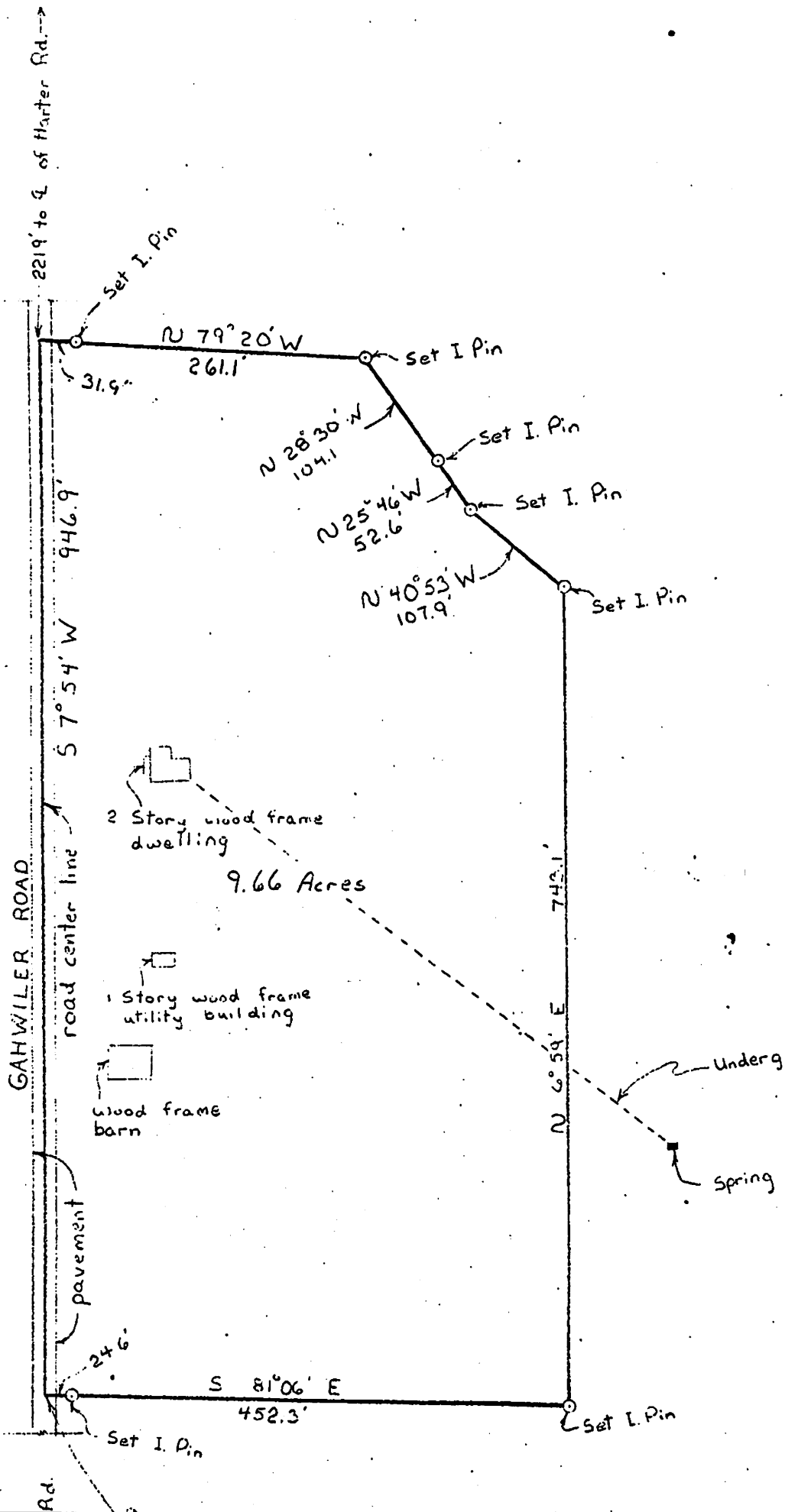
Purchaser Date

Purchaser Date

Agent Date

Bernard J. Brzostek 2-1-22
Agent Bernard J. Brzostek Date

REV. 1/2016



54.1 A(C)
○
15.11

41.72 A
○
14.21

2.2 A
○
15.2

337'

946.9'

96 A
○
23.2

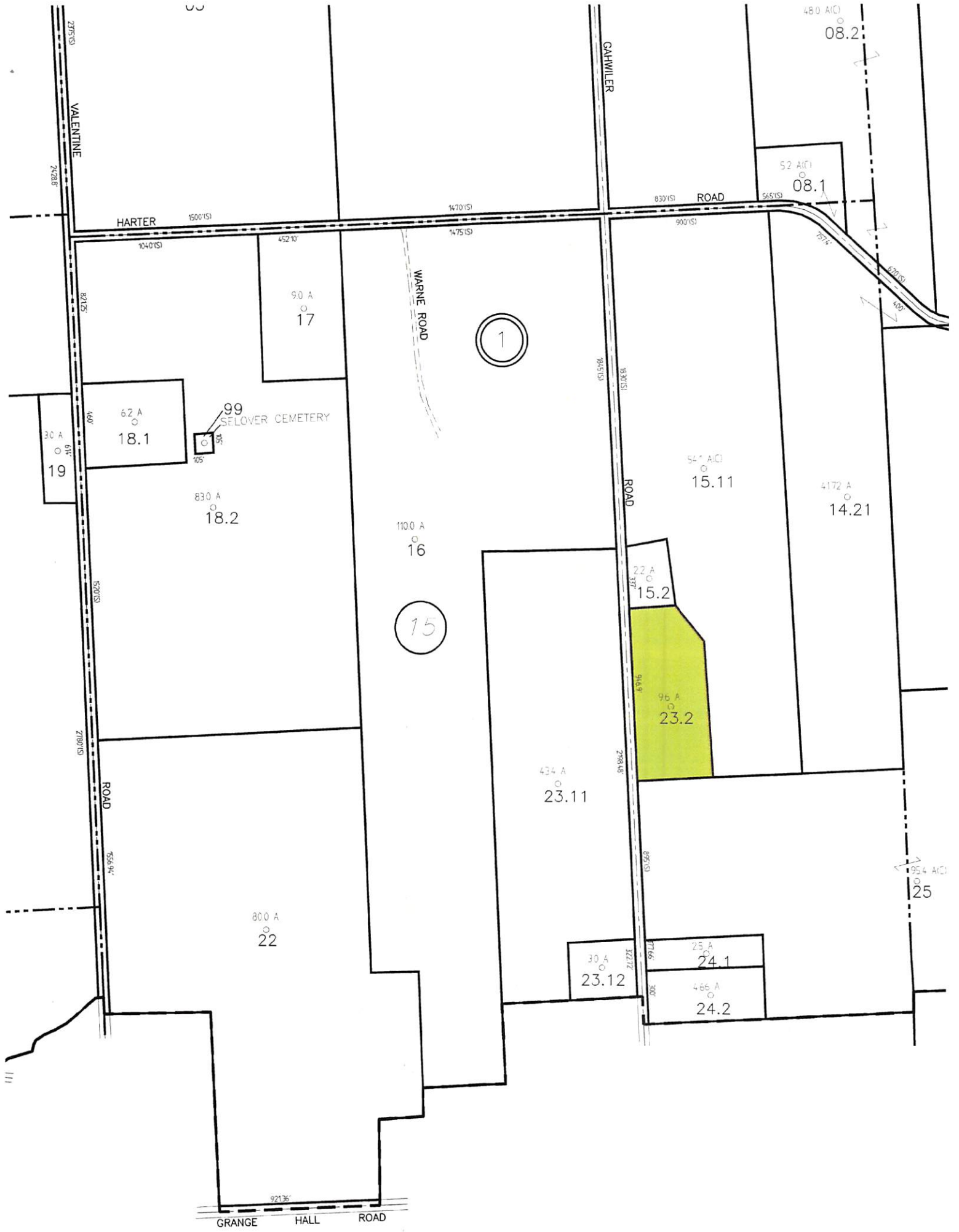
43.4 A
○
23.11

2198.48'

895'(S)

ROAD





48.0 AC
08.2

5.2 AC
08.1

1

9.0 A
17

6.2 A
18.1

8.30 A
18.2

3.0 A
19

11.0 A
16

5.41 AC
15.11

4.172 A
14.21

15

2.2 A
15.2

9.6 A
23.2

4.34 A
23.11

9.54 AC
25

8.00 A
22

3.0 A
23.12

2.5 A
24.1

4.66 A
24.2

9.2136
GRANGE HALL ROAD

VALENTINE

HARTER

WARNE ROAD

GAHWILLER

ROAD

ROAD

GRANGE HALL ROAD

27°15' (S)
24°28' 8"

1500' (S)

1470' (S)

830' (S)

48.0 AC

5.2 AC

1040' (S)

452' 10"

1475' (S)

900' (S)

56.5' (S)

827' 25"

146'

105'

1100 A

1845' (S)

1838' (S)

ROAD

570' (S)

22 A

9.6 A

893' (S)

2789' (S)

2788' 48"

893' (S)

756.94'

771.66'

300'

756.94'

1327' 2"

9.2136

This Indenture

'77 JUL 13 PM 2:56

Made the *11th* day of *July*
Bernice NINETEEN HUNDRED AND SEVENTY-SEVEN
FRED R. DENMAN, residing at R. D. # 1, Moravia, Cayuga
County, New York,

part y of the first part, and
PATRICIA D. DENMAN BERGERSTOCK, residing at R. D. # 1,
Moravia, Cayuga County, New York,

party of the second part,
Witnesseth that the party of the first part, in consideration of
~~ONE~~ *ONE* Dollar (\$1.00 ONLY
lawful money of the United States, ~~and other good and valuable consideration~~
paid by the party of the second part, do es hereby grant and release unto the
part y of the second part, her heirs and assigns forever, all

THAT TRACT OR PARCEL OF LAND, situated in the Town of Niles, being
Lot NO. 15 in said Town, and commencing at a point in the center line
of Gahwiler Road, said point being 2219 feet south from the inter-
section of the center line of Gahwiler Road with the center line of
Harter Road; thence south along the center line of Gahwiler Road
946.9 feet to a point; thence S 81° 06' E 452.3 feet to a point;
thence N 6° 59' E 7431. feet to a point; thence N 40° 53' W 107.9
feet to a point; thence N. 25° 46' W 52.6 feet to a point; thence
N 28° 30' W 104.1 feet to a point; thence N 79° 20' W 261.1 feet to
the place of beginning containing 9.66 acres of land and being the
same property as set forth on a survey map dated December 1976 and
made for Patricia A. Denman Bergerstock by Marco Lanzoni, which map
is filed in the Cayuga County Clerk's Office in Filed Maps 77-34.

The party of the first part grants unto the party of the
second part, her heirs and assigns, the right to maintain the under-
ground water line to the spring house which is situated on the pro-
perty of the party of the first part.

Being a portion of the premises deeded to Bernice M. Denman
by deeds recorded in the Cayuga County Clerk's Office in Book 281 of
Deeds at Page 313 and Book 286 of Deeds at Page 370.

Bernice M. Denman died March 21, 1976, leaving the above
said property, by Will, to the party of the first part..

That the Grantor reserves the life use of the land
surrounding the buildings upon the above said property.

3065

RECEIVED
\$
REAL ESTATE
JUL 13 1977
TRANSFER TAX
CAYUGA
COUNTY

BOOK 527 PAGE 260

Together with the appurtenances and all the estate and rights of the part y of the first part in and to said premises,
To have and to hold the premises herein granted unto the part y of the second part, her heirs and assigns forever.

And said party of the first part

covenant s as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, That said party of the first part

will forever warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the part y of the first part ha s hereunto set his hand and seal the day and year first above written.

In Presence of

Fred R. Denman
Fred R. Denman

State of New York
County of Cayuga

On this 11th day of July
ss. Nineteen Hundred and Seventy-Seven

before me, the subscriber, personally appeared

FRED R. DENMAN

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same.

Robert Post Lewis
Notary Public

ROBERT POST LEWIS
NOTARY PUBLIC IN THE STATE OF NEW YORK
MY COMMISSION EXPIRES MARCH 20, 1979

Robert Post Lewis



WARRANT WITH LIEN COVENANT

FRED R. DENMAN

TO

PATRICIA . DENMAN
BERGERSTOCK

19 77

Dated,

July 11

511 + 13

11
11
11
11
11

Property Description Report For: 4116 Gahwiler Rd, Municipality of Town of Niles



Total Acreage/Size: 9.60
Land Assessment: 2021 - \$50,800
Full Market Value: 2021 - \$102,700
Equalization Rate: ----
Deed Book: 527
Grid East: 853688

Status: Active
Roll Section: Taxable
Swis: 054400
Tax Map ID #: 155.00-1-23.2
Property Class: 210 - 1 Family Res
Site: RES 1
In Ag. District: Yes
Site Property Class: 210 - 1 Family Res
Zoning Code: 01
Neighborhood Code: 00200 - IN LAND
School District: Moravia
Total Assessment: 2021 - \$102,700
Property Desc: Sm 77-34
Deed Page: 260
Grid North: 1026378

Area

Living Area: 1,140 sq. ft.
Second Story Area: 0 sq. ft.
Additional Story Area: 0 sq. ft.
Finished Basement: 0 sq. ft.
Finished Rec Room: 0 sq. ft.
First Story Area: 868 sq. ft.
Half Story Area: 272 sq. ft.
3/4 Story Area: 0 sq. ft.
Number of Stories: 1.5
Finished Area Over Garage: 0 sq. ft.

Structure

Building Style: Old style
Bedrooms: 3
Fireplaces: 0
Porch Type: Porch-covered
Basement Garage Cap: 0
Overall Condition: Normal
Year Built: 1925
Bathrooms (Full - Half): 1 - 0
Kitchens: 1
Basement Type: Partial
Porch Area: 126.00
Attached Garage Cap: 0.00 sq. ft.
Overall Grade: Average

Owners

Patricia D Bergerstock
4116 Gahwiler Rd
Moravia NY 13118

Sales

No Sales Information Available

Utilities

Sewer Type:	Private	Water Supply:	Private
Utilities:	Electric	Heat Type:	Hot air
Fuel Type:	Oil	Central Air:	No

Improvements

Structure	Size	Grade	Condition	Year
Shed-machine	6 x 5	Economy	Fair	1930
Barn-1.0 gen	20 x 12	Economy	Fair	1930
Barn-1.0 gen	42 x 30	Economy	Fair	1930
Porch-coverd	126.00 sq ft	Average	Normal	1910
Utl Shed, Res	24 x 12	Average	Normal	2016

Special Districts for 2021

Description	Units	Percent	Type	Value
FD441-3 TOWN FIRE DIST	0	0%		0
GR441-NILES SOLID WASTE	1	0%		0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2021	ENH STAR	\$70,700	0	2021				0


Taxes

Year	Description	Amount
2022	County	\$1,295.32
2021	County	\$1,346.32
2021	School	\$525.62

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

4116 Gahwiler Rd, Moravia, NY 13118-3583, Cayuga County

APN: 054400-155-000-0001-023-002-0000 CLIP: 9560552351

	Beds 3	Baths 1	Sale Price N/A	Sale Date N/A
	Bldg Sq Ft 1,140	Lot Sq Ft 418,176	Yr Built 1925	Type SFR

OWNER INFORMATION			
Owner Name	Bergerstock Patricia D	Tax Billing City & State	Moravia, NY
Owner Occupied	Yes	Tax Billing Zip	13118
Tax Billing Address	4116 Gahwiler Rd	Tax Billing Zip+4	3583

LOCATION INFORMATION			
School District	054201	Zoning	01
School District Name	Moravia	Assessment District	Rural-1
Township	Niles	Flood Zone Code	X
Census Tract	408.00	Flood Zone Date	08/02/2007
Carrier Route	R002	Flood Zone Panel	36011C0405E

TAX INFORMATION			
Tax ID	054400-155-000-0001-023-002-0000	% Improved	51%
Lot #	23	SWIS Code	054400
Block #	1	Tax Appraisal Area	4400
Legal Description	SM 77-34		

ASSESSMENT & TAX			
Assessment Year	2021	2020	2019
Assessed Value - Total	\$102,700	\$102,700	\$102,700
Assessed Value - Land	\$50,800	\$50,800	\$50,800
Assessed Value - Improved	\$51,900	\$51,900	\$51,900
YOY Assessed Change (\$)	\$0	\$0	
YOY Assessed Change (%)	0%	0%	
Market Value - Total	\$102,700	\$102,700	\$102,700
Market Value - Land	\$50,800	\$50,800	\$50,800
Market Value - Improved	\$51,900	\$51,900	\$51,900

CHARACTERISTICS			
Land Use - State	Single Family Resid	Full Baths	1
Land Use - CoreLogic	SFR	Basement Type	Partial
Lot Acres	9.6	Heat Type	Hot Air
Lot Sq Ft	418,176	Heat Fuel Type	Oil
# of Buildings	1	Electric Service Type	Type Unknown
Style	Old	Other Rooms	Kitchen
Stories	1.5	Exterior	Wood
Year Built	1925	Condition	Average
Effective Year Built	1950	Porch	Covered Porch
Building Sq Ft	1,140	Porch Sq Ft	126
Above Grade Sq Ft	1,140	Water	Individual
Ground Floor Sq Ft	868	Sewer	Individual
Bedrooms	3	Area Above 3rd Floor	272
Total Baths	1		

FEATURES					
Feature Type	Unit	Size/Qty	Width	Depth	Year Built
Shed-Machinery	S	30	6	5	1930
Barn 1 Story	S	240	20	12	1930
Barn 1 Story	S	1,260	42	30	1930
Covered Porch	S	126			1910
Shed	S	288	24	12	2016

ESTIMATED VALUE			
RealAVM™	\$211,700	Confidence Score	53

RealAVM™ Range
Value As Of

\$179,945 - \$243,455
04/16/2022

Forecast Standard Deviation

15

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

LAST MARKET SALE & SALES HISTORY

Owner Name

Bergerstock Patricia D

PROPERTY MAP



*Lot Dimensions are Estimated



Details for Taxes Levied in 2022

Municipality of Town of Niles

Tax Links
Property Info
Tax Info

Swis:	054400	Tax Map ID#:	155.00-1-23.2
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2022 County/Town Taxes			
Description	Rate (per \$1000 or Unit)	Value	Amount Due
COUNTY TAX	7.783953	102,700.00	799.41
COLLEGE CHARGEBACK	0.071992	102,700.00	7.39
TOWN TAX	0.099303	102,700.00	10.20
3 TOWN FIRE DIST	1.154415	102,700.00	118.56
NILES SOLID WASTE	359.760160	1.00 units	359.76
			Total:
			1,295.32

2022-23 School
No School tax information is available.

2022-23 Village Taxes
No Village tax information is available.

**2022 COUNTY & TOWN TAX BILL
CAYUGA COUNTY / TOWN OF NILES**

NILES TAX COLLECTOR
5923 NEW HOPE RD.
MORAVIA, NY 13118

BILL NO.	BANK CODE	Town of	ROLL SECTION
000405		Niles	1
FISCAL YEAR		WARRANT DATED	SWIS CODE
1/1/2022 - 12/31/2022		1/1/2022	054400
ESTIMATED STATE AID			
CNTY	25,523,048	FOR MORE INFORMATION	
TOWN	150,490		

*054400 155.00-1-23.2 000405
Bergerstock Patricia D
4116 Gahwiler Rd
Moravia, NY 13118



1/1 - 2/10 NO PENALTY
2/11 - 2/28 - 1% PENALTY, 3/1 - 3/31 - 2% PENALTY
MARCH 31ST IS THE LAST DAY TO PAY AT THE TOWN
TAX COLLECTOR: TINA WEED
PHONE: 315-497-0066
EMAIL: NILESCLERK@VERIZON.NET
www.taxlookup.net

IN NILES TOWN OFFICES
PERSON TU 9-12PM, TH 4-7PM, MON 9-12 1/3-2/28
PAYMENT 2ND&4TH SAT 9-12PM, Closed 1/17 & 2/21

PROPERTY DESCRIPTION & LOCATION		EXEMPTION	TAX PURPOSE	VALUE	EXEMPTION	TAX PURPOSE	VALUE
TAX MAP NO.	054400 155.00-1-23.2						
LOCATION	4116 Gahwiler Rd						
DIMENSIONS	ACRES: 9.60						
SCHOOL DIST	Moravia						
PROPERTY CLASS	1 Family Res 210						
THE ASSESSOR ESTIMATES THE FULL MARKET VALUE OF THIS PROPERTY AT:							102700
THE UNIFORM PERCENTAGE OF VALUE USED TO ESTABLISH ASSESSMENTS IS:							100.00%
THE ASSESSED VALUE OF THIS PROPERTY IS:							102700

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE PRIOR YEAR	TAXABLE VALUE ADJUSTED BY EXEMPTION	TAX RATE PER \$1000	TAX AMOUNT
COUNTY TAX	42,314,897	0.0	102,700.00	7.783953	799.41
COLLEGE CHARGEBACK	18,068	123.4	102,700.00	.071992	7.39
TOWN TAX	25,000	-72.1	102,700.00	.099303	10.20
3 TOWN FIRE DIST	422,875	-2.3	102,700.00	1.154415	118.56
NILES SOLID WASTE			1.00	359.760160	359.76

FULL PAYMENT OPTIONS							TOTAL TAX	1,295.32
PAYMENT TYPE	If Paid By	Tax Amount	Penalty	Penalty Amount	Total Due		DUE BY: 02/10/2022	
FULL PAYMENT	02/10/2022	\$ 1,295.32	0%	\$ 0.00	\$ 1,295.32			
FULL PAYMENT	02/28/2022	\$ 1,295.32	1%	\$ 12.95	\$ 1,308.27			
FULL PAYMENT	03/31/2022	\$ 1,295.32	2%	\$ 25.91	\$ 1,322.73			
INSTALLMENT OPTIONS								
	If Paid By	Tax Amount	Install Fee	Penalty	Penalty Amount	Total Due		
1st INSTALLMENT	02/10/2022	\$ 647.66	\$ 6.48		\$ 0.00	\$ 654.14		
2nd INSTALLMENT	08/01/2022	\$ 647.66	\$ 6.48		\$ 0.00	\$ 654.14		
2nd INSTALLMENT								

* Includes \$1.50 notice fee

TAXPAYER'S COPY

SECOND INSTALLMENT STUB	
DUE BY	TOTAL DUE
08/01/2022	\$ 654.14



000405

Bill No. 000405

Bank Code

LOCATION 4116 Gahwiler Rd

*054400 155.00-1-23.2 000405
Bergerstock Patricia D
4116 Gahwiler Rd
Moravia, NY 13118

**2022 COUNTY & TOWN TAX BILL
CAYUGA COUNTY / TOWN OF NILES**

Make Checks Payable and Mailed To:
Cayuga County Treasurer
160 Genesee St. 5th Floor
Auburn, NY 13021

TOTAL AMOUNT ENCLOSED _____

CHECK CASH PAID BY _____



Details for Taxes Levied in 2021

Municipality of Town of Niles

Tax Links
Property Info
Tax Info

Swis:	054400	Tax Map ID#:	155.00-1-23.2
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2021 County/Town Taxes			
Description	Rate (per \$1000 or Unit)	Value	Amount Due
COUNTY TAX	8.113837	102,700.00	833.29
COLLEGE CHARGEBACK	0.032680	102,700.00	3.36
TOWN TAX	0.361884	102,700.00	37.17
3 TOWN FIRE DIST	1.355149	102,700.00	139.17
NILES SOLID WASTE	333.330000	1.00 units	333.33
			Total:
			1,346.32

2021-22 School Taxes (Moravia District)			
Description	Rate (per \$1000 or Unit)	Value	Amount Due
School Tax	14.160891	102,700.00	1,454.32
Library Tax	0.129545	102,700.00	13.30
Total Star Savings: 942.00			
			Total:
			525.62

2021-22 Village Taxes
No Village tax information is available.

**2021 SCHOOL TAX BILL
MORAVIA CENTRAL SCHOOL**

MORAVIA SCHOOL TAX COLLECTOR
PO BOX 9, 881 MAIN ST.
LOCKE, NY 13092

BILL NO.	BANK CODE	Municipality	ROLL SECTION
002523		Niles	1
FISCAL YEAR		WARRANT DATED	SWIS CODE
7/1/2021 - 6/30/2022		9/1/2021	054400
ESTIMATED STATE AID			
SCHL 15,222,904			SEE PAGE 1 OF 2 FOR MORE INFORMATION
FOR YOUR INFORMATION			

*054400 155.00-1-23.2 002523
Bergerstock Patricia D
4116 Gahwiler Rd
Moravia, NY 13118

2,523

9/1 - 10/1 NO PENALTY
10/2 - 11/5 -2% PENALTY 11/6 - 11/15 -3% PENALTY
RETURNED CHECK FEE IS \$20
TAX COLLECTOR: COLIN CAHILL
PHONE: 315-497-0269 HOURS: M-F 9AM-4PM
VIEW YOUR BILL ONLINE AT WWW.TAXLOOKUP.NET

IN MORAVIA TAX COLLECTOR COLIN CAHILL
PERSON 881 MAIN ST. LOCKE, NY 13092
PAYMENT HOURS: MON-FRI 9AM-4PM

PROPERTY DESCRIPTION & LOCATION		EXEMPTION	TAX PURPOSE	VALUE	EXEMPTION	TAX PURPOSE	VALUE
TAX MAP NO.	054400 155.00-1-23.2	ENH STAR	SCHOOL	70,700			
LOCATION	4116 Gahwiler Rd		Full Value:	70,700			
DIMENSIONS	ACRES: 9.60						
SCHOOL DIST	Moravia 407						
PROPERTY CLASS	1 Family Res 210						
THE ASSESSOR ESTIMATES THE FULL MARKET VALUE OF THIS PROPERTY AT:							102700
THE UNIFORM PERCENTAGE OF VALUE USED TO ESTABLISH ASSESSMENTS IS:							100.00%
THE ASSESSED VALUE OF THIS PROPERTY IS:							102700

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE PRIOR YEAR	TAXABLE VALUE ADJUSTED BY EXEMPTION	TAX RATE PER \$1000	TAX AMOUNT
TOWN OF Niles					
School Tax	8,689,538	2.4	102,700.00	14.160891	1,454.32
Library Tax	79,500	0.0	102,700.00	.129545	13.30
Your tax savings this year resulting from the New York State Tax Relief (STAR) program is:					-942.00
Note: This year's STAR exemption benefit cannot exceed last year's benefit.					

FULL PAYMENT OPTIONS							TOTAL TAX	525.62
PAYMENT TYPE	If Paid By	Tax Amount	Penalty	Penalty Amount	Total Due		DUE BY: 10/01/2021	
FULL PAYMENT	10/01/2021	\$ 525.62	0%	\$ 0.00	\$ 525.62			
FULL PAYMENT	11/05/2021	\$ 525.62	2%	\$ 10.51	\$ 536.13			
FULL PAYMENT	11/15/2021	\$ 525.62	3%	\$ 15.77	\$ 541.39			
INSTALLMENT OPTIONS								
	If Paid By	Tax Amount	Install. Fee	Penalty	Penalty Amount	Total Due		
1st INSTALLMENT	10/01/2021	\$ 262.81	\$ 1.31	0%	\$ 0.00	\$ 264.12		
2nd INSTALLMENT	11/05/2021	\$ 262.81	\$ 1.31	0%	\$ 0.00	\$ 264.12		
2nd INSTALLMENT	11/15/2021	\$ 262.81	\$ 1.31	3%	\$ 7.88	\$ 272.00		

TAXPAYER'S COPY

SECOND INSTALLMENT STUB	
DUE BY	TOTAL DUE
11/05/2021	\$ 264.12
11/15/2021	\$ 272.00



002523

Bill No. 002523

Bank Code

LOCATION 4116 Gahwiler Rd

*054400 155.00-1-23.2 002523
Bergerstock Patricia D
4116 Gahwiler Rd
Moravia, NY 13118

2021 SCHOOL TAX BILL
MORAVIA CENTRAL SCHOOL

Make Checks Payable and Mailed To:
MORAVIA SCHOOL TAX COLLECTOR
C/O COLIN CAHILL
PO BOX 9, 881 MAIN STREET
LOCKE, NY 13092

TOTAL AMOUNT ENCLOSED _____
CHECK CASH PAID BY _____



NYS HOUSING AND ANTI-DISCRIMINATION NOTICE

Federal, State and Local Fair Housing and Anti-discrimination 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

ALBANY OFFICE: One Commerce Plaza, 99 Washington Avenue, P.O. Box 22001, Albany, NY 12201-2001
• Customer Service: (518) 474-4429 • Website: <https://dos.ny.gov> • E-Mail: 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

Price Bid Range	Minimum Increment Amount
\$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

(315) 678-2090 • 1-800-374-SELL • Fax: (315) 678-2116

www.bizostek.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:

- Price 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 \$ _____.
- Buyer's Premium 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.
- 1st Deposit 3. A down payment of \$ _____ is due at the time of auction and execution of this contract.
- 2nd Deposit 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.
- Balance 5. A payment of \$ _____ is due at time of closing which must take place on or about _____.
- Time is of the Essence 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.
- Property Sold As Is 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.
- Abstracts, Tax Receipts, Survey 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

Time of Closing & Non-Contingent Offer

Buyer Default

Seller Default

Deed

Adjustments

Possession

Mortgage Expense

Assignment

Survey

Risk of Loss

Binding Contract

Lead Paint

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.
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.
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.
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.
13. All interest, insurance premiums, rents, and taxes shall be prorated and adjusted as of the date of closing pursuant to local custom.
14. The possession of the premises shall be delivered on closing and passage of deed. Pre-possession is not permitted.
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.
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.
17. The purchaser at its own expense shall be responsible for supplying a current survey, if needed.
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.
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.
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: _____