

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: 69 Ovid St., Seneca Falls, NY 13148

Seller: Harrington, Paul & William

Online & Live Onsite Auction: Tuesday, June 14, 2022 – 1 PM

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: 69 Ovid St., Seneca Falls, NY 13148

Seller: Harrington, Paul & William

Online & Live Onsite Auction: Tuesday, June 14, 2022 – 1 PM

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 Tuesday, June 14, 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 Tuesday, June 14, 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):

Paul Harrington
William Harrington

Date: 5/12/22

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) Paul Harrington, William Harrington
(Seller Name) - Print

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

Seller Paul Harrington
Buyer/Tenant/Seller/Landlord Signature William Harrington

5/13/22
Date: 5-12-22

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: Paul Harrington & William Harrington

Property Address: 69 Quide St. (Rt. 414) Seneca Falls, NY

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 [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 [X] 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: NA Capacity of Gallons: NA
Age of Furnace or Boiler: 2 Nat Gas (Hanging Heat Ex) Age of Air Conditioning Unit: NA
Annual Bill for Fuel/Oil or Propane: \$ []
Average Monthly Utilities: Gas \$ [] Electric \$ [] Total: \$ 0

Major Improvements known to Seller (up to fifteen (15) years):
New Roof (Metal) Cost \$12K
New Concrete Floor Cost \$7K

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 checked="" type="checkbox"/> No |
| 4. Homeowner's Association Bylaws, Rules, etc., <i>if applicable</i> . | <input type="checkbox"/> Yes <input checked="" 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 

Date 5/12/2022

Seller 

Date 5-12-22

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

Christina L. Lotz
Seneca County Clerk
1 Di Pronio Drive, Waterloo, NY 13165

Volm-903 Pg-298

Instrument Number: 2015- 00024990

Recorded On: January 30, 2015
As Deed

Parties: GORDON KENNETH W TR
To
HARRINGTON PAUL

Billable Pages: 3

Recorded By: RAY HERNANDEZ

Num Of Pages: 4

Comment:

**** Examined and Charged as Follows: ****

Deed	14.00	Cover Page	3.00	Cultural Education	15.00
RP-5217 Commercial	250.00	State Education	5.00	TP-584 5\$ Fee	5.00
Recording Charge:	292.00				
Transfer Tax	0.00	Consideration Amount	0.00	RS#/CS#	TT 558
TOWN OF SENECA FALLS		Basic	0.00	Local	0.00
Tax Charge:	0.00	Additional	0.00	Special Additional	0.00
				Transfer	0.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: , NY

File Information:

Document Number: 2015- 00024990
Receipt Number: 46856
Recorded Date/Time: January 30, 2015 03:02:34P

Record and Return To:

PAUL HARRINGTON
WILLIAM HARRINGTON
258 WASHINGTON BOULEVARD
OSWEGO NY 13126

Cashier / Station: C Lotz / Cash Station 1



Christina L. Lotz

Christina L. Lotz
Seneca County Clerk

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VOL = 903 PG = 298

TRUSTEE'S DEED

THIS INDENTURE, made this 23rd day of January, 2015

BETWEEN

Kenneth W. Gordon, as Chapter 7 Bankruptcy Trustee for Timothy L. San Pietro (Case No: 11-21670), with offices at 1039 Monroe Avenue, Rochester, New York, 14620, parties of the first part, and

* Paul Harrington and William Harrington, whose address is 258 Washington Boulevard, Oswego, New York 13126, parties of the second part, *Joint tenants with right of survivor*

WITNESSETH: that the party of the first part, in consideration of One and 00/100 Dollars (\$1.00) lawful money of the United States, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, of his interest, right and title to

ALL THAT TRACT OR PARCEL OF LAND, situate in the town and village of Seneca Falls, County of Seneca and State of New York, more particularly described on Schedule A, attached hereto and made a part hereof.

RTR70*

Tax Account No: 20-3-49
Property Address: 69 Ovid Street, Seneca Falls, New York 13148
Mailing Address: 69 Ovid Street, Seneca Falls, New York 13148

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

The word "party" shall be construed as if it reads "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and the year first written above.

IN THE PRESENCE OF:


Trustee L.S.
KENNETH W. GORDON, TRUSTEE

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, together with the buildings and improvements erected thereon, situate, lying and being in the Town and Village of Seneca Falls, County of Seneca and State of New York, being part of Lot No. 10 of the late West Cayuga Reservation, more particularly described as follows:

Beginning in the east line of Ovid Street in said Village, at the southwest corner of lands now or formerly owned or occupied by Nicholas Durnin, and running thence easterly, along said Durnin's land, two hundred twenty-five (225) feet; thence southerly and parallel with Ovid Street one hundred twenty-five (125) feet; thence westerly, along the north line of Chapin Street, forth feet to lands now or formerly of George Reigel; thence northerly and along said Reigel land sixty feet; thence westerly and along said Reigel's land to Ovid Street; thence northerly and along the east line of Ovid Street, sixty (60) feet to the place of beginning; EXCEPTING therefrom the east end, 40 x 125 feet conveyed to E.G. Gould March 18, 1920.

A more recent, accurate and detailed description of the herein conveyed premises as the result of a survey being as follows:

ALL THAT TRACT OR PARCEL OF LAND, together with the buildings and improvements erected thereon, situate, lying and being in the Town and Village of Seneca Falls, County of Seneca and State of New York, being part of Lot No. 10 of the late West Cayuga Reservation, more particularly described as follows:

Beginning at an iron pin set in the apparent East Line of Ovid Street, said iron pin being 60.00 feet from an existing iron pipe set at the apparent intersection of the East Line of Ovid Street and the North Line of Chapin Street.

Thence South 73 degrees 26 minutes East a distance of 184.00 feet to an iron pin set in the West Line of lands now or formerly of John Toni (Liber 170 Page 502 & Liber 186 Page 408)(also survey by Harnish & Lookup, Map no. 46599);
Thence North 15 degrees 50 minutes East a distance of 65.00 feet along said West line (also the foundation line of a cinderblock building on the property herein conveyed) to the south line of a parcel now or formerly owned by one Louis Klionsky;
Thence North 73 degrees 26 minutes West a distance of 184.00 feet along said south line and extension thereof to an iron pipe set in the apparent East Line of Ovid Street;
Thence South 15 degrees 50 minutes West a distance of 65.00 feet along said apparent east line of Ovid Street to the point of beginning, as shown, laid down and delineated on a survey map entitled "Map of the Property of Anna VanDitto, being part of Lot No. 10 in the Late West Cayuga Reservation, situate in the Village of Seneca Falls, County of Seneca, State of New York" made by Donald D. Shepherd on March 13, 1970 and certified by Henry E. Roberts, Licensed Surveyor, License No. 31741 (Map No. SF-702). Said Survey map having been filed in the Seneca County Clerk's Office on April 22, 1971 in Map Book No. 51 at page 16.

PREMISES ALSO KNOWN AS:

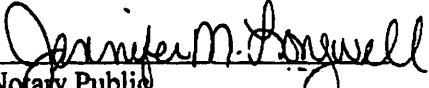
Address: 69 Ovid Street, Seneca Falls, NY 13148
Tax Map No.: 20-3-49

VOL: 821 PG: 210

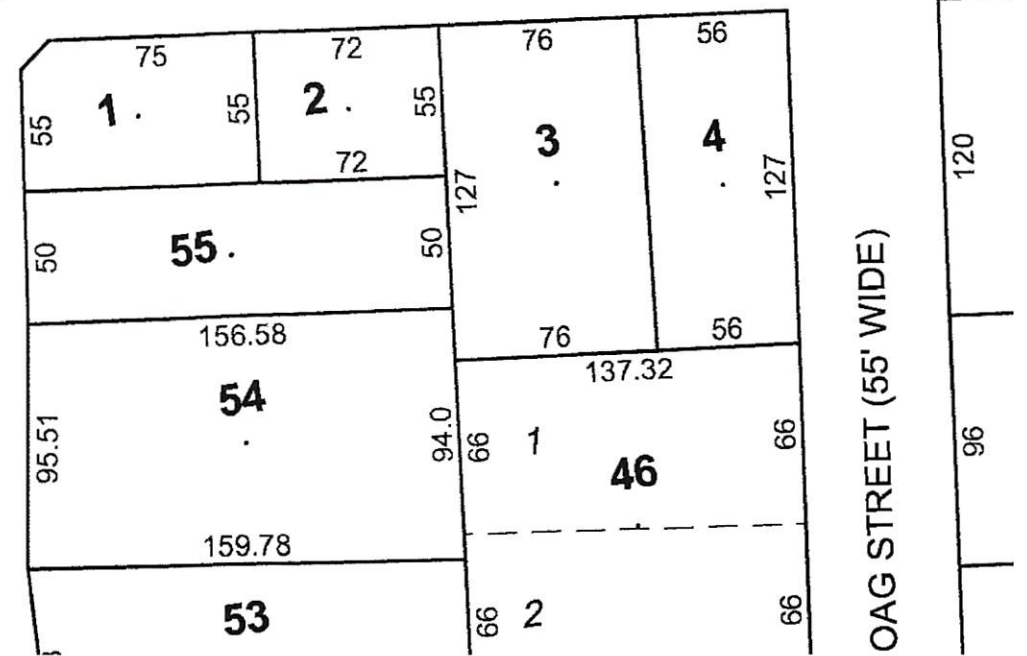
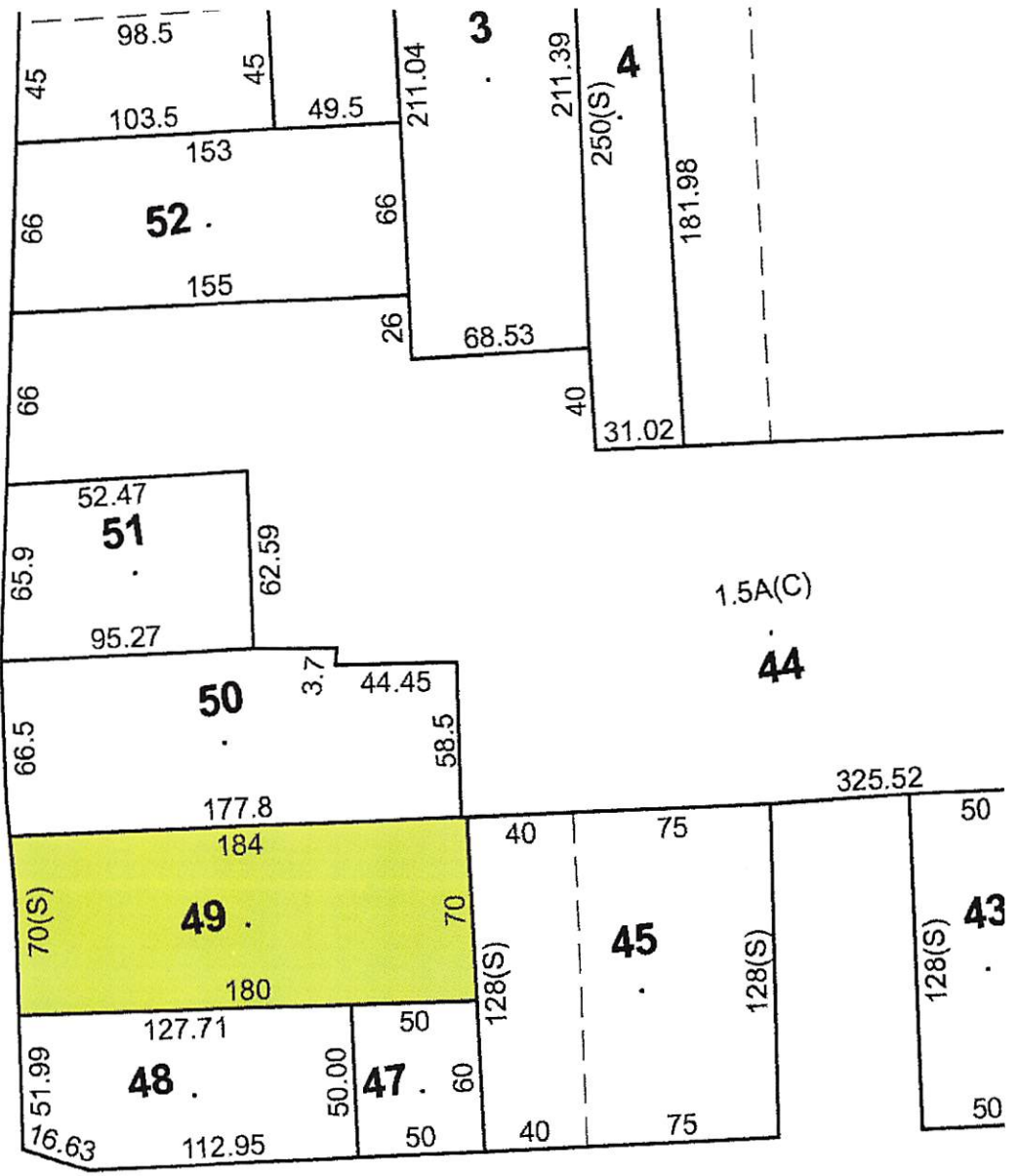
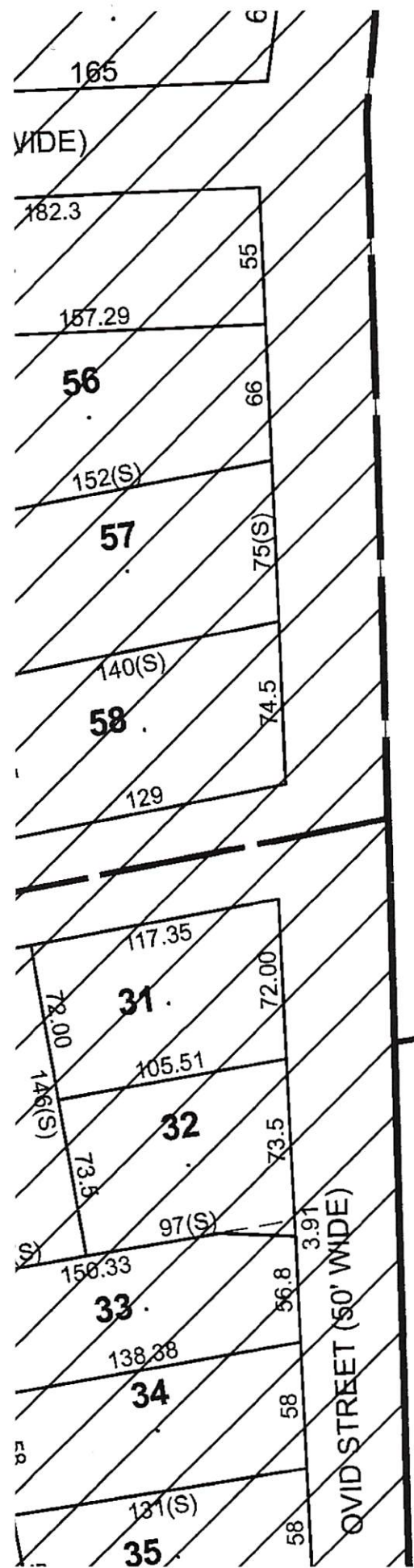
VOL: 903 PG: 300

State of New York) ss:
County of Monroe)

On the 23rd day of January in the year 2015 before me, the undersigned, personally appeared Kenneth W. Gordon, as Chapter 7 Bankruptcy Trustee for Timothy L. San Pietro (Case No: 11-21670) personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

JENNIFER M. LONGWELL
Notary Public, State of New York
Monroe County, Reg. # 01LO6262304
Commission Expires May 21, 2016





Property Description Report For: 69 Ovid St, Municipality of Seneca Falls

No Photo Available

Total Acreage/Size:	0.29	Status:	Active
Land Assessment:	2022 - Tentative \$14,000 2021 - \$14,000	Roll Section:	Taxable
Full Market Value:	2022 - Tentative \$77,013 2021 - \$69,765	Swis:	453289
Equalization Rate:	----	Tax Map ID #:	20-3-49
Deed Book:	903	Property Class:	447 - Truck termnl
Grid East:	762910	Site:	COM 1
		In Ag. District:	No
		Site Property Class:	447 - Truck termnl
		Zoning Code:	R-1 - Residential
		Neighborhood Code:	32400 - Comm. active
		School District:	Seneca Falls
		Total Assessment:	2022 - Tentative \$59,300 2021 - \$59,300
		Property Desc:	
		Deed Page:	298
		Grid North:	1058637

Owners

Paul Harrington 258 Washington Blvd Oswego NY 13126	William Harrington 258 Washington Blvd Oswego NY 13126
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Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
1/23/2015	\$57,000	447 - Truck termnl	Land & Building	Sanpietro, Timothy L	No	No	No	903/298
8/13/2010	\$1	447 - Truck termnl	Land & Building	Sanpietro, Thomas R	No	No	No	821/208

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:	1980	Overall Condition:	Normal
Overall Grade:	Economy	Overall Desirability:	3

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Eff Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories	Num Indent Bldgs
0	0	0	0		1959	1980	Normal	Economy	2436	1	1

Improvements

Structure	Size	Grade	Condition	Year
Shed-finishd	355.00 sq ft	Economy	Normal	1950
Shed-machine	30 x 25	Minimum	Poor	1945
Shed-machine	24 x 12	Economy	Fair	1945
Fldlt-mercry	120.00 sq ft	Economy	Poor	1950
Ovrhdoor-com	12 x 12	Economy	Fair	1945

Special Districts for 2022 (Tentative)

Description	Units	Percent	Type	Value
DV001-Village Retire OBLG	0	0%		0
DV002-Village Bond Debt	0	0%		0
FD014-Seneca falls fire	0	0%		0
LC001-Land Claim	0	0%		0
RC007-Recycling fee	1	0%		0

Special Districts for 2021

Description	Units	Percent	Type	Value
DV001-Village Retire OBLG	0	0%		0
DV002-Village Bond Debt	0	0%		0
FD014-Seneca falls fire	0	0%		0
LC001-Land Claim	0	0%		0
RC007-Recycling fee	1	0%		0

Exemptions

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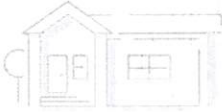
Taxes

Year	Description	Amount
2022	County	\$981.30
2021	County	\$954.65
2021	School	\$1,624.57

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

69 Ovid St, Seneca Falls, NY 13148-1928, Seneca County  Expired Listing

APN: 453289-020-000-0003-049-000-0000 CLIP: 9452710484

	Beds	Full Baths	Half Baths	Sale Price	Sale Date
	N/A	N/A	N/A	\$56,999	01/23/2015
	Bldg Sq Ft	Lot Sq Ft	Yr Built	Type	
	2,436	12,632	N/A	TRK TRMNL	

OWNER INFORMATION			
Owner Name	Harrington Paul	Tax Billing City & State	Oswego, NY
Owner Name 2	Harrington William	Tax Billing Zip	13126
Owner Occupied	No	Tax Billing Zip+4	1720
Tax Billing Address	258 Washington Blvd		

LOCATION INFORMATION			
School District	453201	Zoning	R-1
School District Name	Seneca Falls	Location Influence	Type Unknown
Township	Seneca Falls	Flood Zone Code	C
Census Tract	9503.00	Flood Zone Date	08/03/1981
Carrier Route	C007	Flood Zone Panel	3607570001B

TAX INFORMATION			
Tax ID	453289-020-000-0003-049-000-0000	% Improved	76%
Alt. Tax ID	453289A02000000030490000000	SWIS Code	453289
Lot #	49	Tax Appraisal Area	3289
Block #	3		

ASSESSMENT & TAX			
Assessment Year	2021	2020	2019
Assessed Value - Total	\$59,300	\$59,300	\$59,300
Assessed Value - Land	\$14,000	\$14,000	\$14,000
Assessed Value - Improved	\$45,300	\$45,300	\$45,300
YOY Assessed Change (\$)	\$0	\$0	
YOY Assessed Change (%)	0%	0%	
Market Value - Total	\$69,765	\$66,629	\$65,889

CHARACTERISTICS			
Land Use - State	Truck Terminal	Stories	MLS: 1
Land Use - CoreLogic	Truck Terminal	Year Built	MLS: 1945
Lot Acres	0.29	Building Sq Ft	2,436
Lot Sq Ft	12,632	Gross Sq Ft	2,436
Lot Frontage	70	Electric Service Type	Type Unknown
Lot Depth	182	Condition	Average
# of Buildings	1	Water	Commercial
Building Type	Auto Service	Sewer	Commercial

FEATURES					
Feature Type	Unit	Size/Qty	Width	Depth	Year Built
Shed-Baked Enamel	S	355			1950
Shed-Machinery	S	750	30	25	1945
Shed-Machinery	S	288	24	12	1945
Merc Vapor Floodlight	S	120			1950
Comm Overhead Door	S	144	12	12	1945

Building Description	G03	Building Size	2,436
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ESTIMATED VALUE	
Value As Of	05/09/2022

(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.

LISTING INFORMATION			
MLS Listing #	R1009401	MLS Status Change Date	04/21/2017
MLS Status	X-Expired	MLS Listing Date	10/21/2016
MLS Area	SENECA FALLS-453289	MLS Current List Price	\$72,000
MLS D.O.M	181	MLS Orig. List Price	\$72,000

LAST MARKET SALE & SALES HISTORY			
Recording Date	01/30/2015	Owner Name 2	Harrington William
Sale Date	01/23/2015	Seller	Ch 7 Bankruptcy Trust
Sale Price	\$56,999	Document Number	903-298
Price Per Square Feet	\$23.40	Deed Type	Deed (Reg)
Owner Name	Harrington Paul		

Recording Date	01/30/2015	08/13/2010
Sale/Settlement Date	01/23/2015	08/13/2010
Sale Price	\$56,999	
Nominal		Y
Buyer Name	Harrington Paul	Sanpietro Timothy
Seller Name	Ch 7 Bankruptcy Trust	Sanpietro Thomas
Document Number	903-298	821-208
Document Type	Deed (Reg)	Deed (Reg)

PROPERTY MAP

The left map is a detailed view of the property lot, outlined in red. The dimensions are: top side 175', right side 71', bottom side 177', and left side 69'. The lot is bounded by Ovid St to the north and Chapin St to the south. A scale bar indicates 25 yards. The right map is a regional view showing the lot's location in a neighborhood. A red arrow points to the lot on Ovid St between Barker St and Chapin St. Other streets shown include Green St, Garden St, Center St, Maynard St, Mechanic St, Hoag St, and Spring St. A landmark 'Elizabeth Cady Stanton' is also marked. A scale bar indicates 200 yards.

*Lot Dimensions are Estimated



Image Mate Online

Details for Taxes Levied in 2022

Municipality of Seneca Falls

Tax Links
Property Info
Tax Info

Swis:	453289	Tax Map ID#:	20-3-49
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2022 County/Town Taxes			
Description	Rate (per \$1000 or Unit)	Value	Amount Due
County Tax	4.820812	59,300.00	285.87
Town Tax	9.870464	59,300.00	585.32
Village Retire OBLG	0.224379	59,300.00	13.31
Seneca falls fire	1.000077	59,300.00	59.30
Recycling fee	37.500000	1.00 units	37.50
			Total: 981.30

2022-23 School
No School tax information is available.

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



Image Mate Online

Details for Taxes Levied in 2021

Municipality of Seneca Falls

Tax Links
Property Info
Tax Info

Swis:	453289	Tax Map ID#:	20-3-49
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2021 County/Town Taxes			
Description	Rate (per \$1000 or Unit)	Value	Amount Due
County Tax	4.698765	59,300.00	278.64
Town Tax	9.541501	59,300.00	565.81
Village Retire OBLG	0.234691	59,300.00	13.92
Seneca falls fire	0.991199	59,300.00	58.78
Recycling fee	37.500000	1.00 units	37.50
			Total: 954.65

2021-22 School Taxes (Seneca Falls District)			
Description	Rate (per \$1000 or Unit)	Value	Amount Due
Seneca Falls Sch	26.761259	59,300.00	1,586.94
Library Fund	0.634600	59,300.00	37.63
Total Star Savings: 0.00			
			Total: 1,624.57

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



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) 678-2000 • 1-800-374-SELL • Fax: (315) 678-2116

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:

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

ice of Closing & n-Contingent Offer

uyer Default

eller 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: _____