

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: 3754D Helios Ct., Baldwinsville, NY 13027

Seller: Grogan, Barbara

Online & Live Onsite Auction: Wednesday, July 19, 2023 – 6 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' 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-If an LLC or Corporation, please provide EIN confirmation or Article of incorporation.)

ADDRESS: _____ CITY: _____ STATE _____ ZIP _____

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

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

Paddle/Bidder # _____

(given by Proxibid (online) or Auctioneer (onsite))

TERMS OF SALE

PROPERTY ADDRESS: 3754D Helios Ct., Baldwinsville, NY 13027

Seller: Grogan, Barbara

Online & Live Onsite Auction: Wednesday, July 19, 2023 – 6 PM

Bidding online via Proxibid: A \$1.00 reversible authorization fee is required in order to obtain a bid number.

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 Wednesday, July 19, 2023, 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 to be received in **three** Business days of Auction date with Cash, Check or Certified Funds at the address below.
3. An Additional 10% of the Total Purchase price is to be received at the address below, no later than **five** business days of Auction date, with Cash, Check or Certified Funds.
4. Brzostek's Real Estate Auction Co., Inc. will send the Purchase Contract, Bidder's Certification and all required Addendums and Disclosures via DocuSign for the Purchasers electronic signature and should be executed upon receipt. Upon completion, a copy will automatically be returned to the sender. Brzostek's will forward copies to the Seller and Buyer Attorney. 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 will be returned with the Purchase Contract, Disclosures and Addendums which will be sent via DocuSign.

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 Wednesday, July 19, 2023, 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 Cash, Check or Certified funds. These payments shall be mailed or delivered to the Address listed below.
4. The Purchase Contract will be executed immediately following the Auction along with required Addendums and Disclosures. Brzostek's will forward copies to the Seller and Buyer Attorney. 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.
6. 25% of Brzostek's Commission to be paid to the NYS Lic. Real Estate Broker whose prospect successfully closes on the property. To qualify for a commission, the Real Estate Salesperson or Broker must register with Brzostek's 48 hrs. prior to the Auction and attend the live onsite auction with their client. Brokers and Salespersons acting as principals are excluded from broker participation.

***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!**



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.state.ny.us

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 interests. 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 inconsistent 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 can not 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 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



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) Barbara J. Brogan

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

Buyer/Tenant/Seller/Landlord Signature Barbara J. Brogan Date: 6/26/23

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: Barbara O. Brogan

Property Address: 2754 D Helios Court Baldwinsville, NY 13027

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

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

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

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

Property Tax Exemption: Yes No Basic STAR Veterans Other

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

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

Age of Water Heater: 3 yrs.
Age of Furnace or Boiler: 2 yrs.

Capacity of Gallons: 40 gall.
Age of Air Conditioning Unit: 2 yrs.

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

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

Roof, outside walls some new Replacement Windows, Furnace, Heater, Air Conditioner, new Carpeting, some new appliances, (Trompeter Draper) all curtains, Shower, cut across, Rugs,

I agree to furnish a copy of:

- 1. My deed and existing survey, if available, upon acceptance of contract for the buyer's use.
- 2. Restrictive covenants or deed restrictions of record, *if applicable*.
- 3. Condominium Bylaws, Rules, etc., *if applicable*.
- 4. Homeowner's Association Bylaws, Rules, etc., *if applicable*.
- 5. Utility bills upon request.

- Yes No
- Yes No
- Yes No
- Yes No
- 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 *Barkley J. Brown*

Date *4/16/23*

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 _____

Revised 12.02.21



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: Barbara J. Brogan

Property Address: 3754 Helios Ct. Baldwinsville, NY 13021

General Instructions:

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

Purpose of Statement:

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

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

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

Instruction to the Seller:

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

Seller's Statement:

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

GENERAL INFORMATION

1. How long have you owned the property? Since 2001

2. How long have you occupied the property? March 1975

3. What is the age of the structure or structures?
Note to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.

4. Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? Lease on 1/2 acre Yes No Unknown NA

5. Does anybody else claim to own any part of your property? If yes, explain below Yes 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 No Unknown NA

Property Condition Disclosure Statement

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

Wall and Driveway

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

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

ENVIRONMENTAL

Note to Seller:

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

Note to Buyer:

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

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

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

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

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

14. Are there or have there ever been fuel storage tanks above or below the ground on the property? Yes No Unknown NA

• If yes, are they currently in use? Yes No Unknown NA

• Location(s)

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

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

Property Condition Disclosure Statement

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

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

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

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

STRUCTURAL

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

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

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

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

If yes, please attached report(s)

24. What is the type of roof/roof covering (slate, asphalt, other)? Asphalt

• Any known material defects? no

• How old is the roof? George Riff 2000 - main 5 years. 2/5

• Is there a transferable warranty on the roof in effect now? *If yes, explain below* no

Property Condition Disclosure Statement

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

MECHANICAL SYSTEMS AND SERVICES

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

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

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

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

• If septic or cesspool, age?

• Date last pumped?

• Frequency of pumping?

• 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? 100 amps

• Does it have circuit breakers or fuses? CB

• Private or public poles? Public

• 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

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? 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 Jackson

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

X *Barbara J. Oregon*

Date *1/16/23*

Seller's Signature

X _____

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

X _____

Date _____

Buyer's Signature

X _____

Date _____

ONONDAGA COUNTY CLERK'S OFFICE
M. ANN CIARPELLI - COUNTY CLERK
401 Montgomery St - Room 200
Syracuse NY 13202

Phone: 315-435-2226
Fax: 315-435-3455

Submitted by: MONROE - MEG
Document type: DEED
Grantor: GROGAN BARBARA J
Grantee: GROGAN BARBARA J
GROGAN JOSEPH W
Legal desc: CLA L4 BLK M MOD TOWNE
Prop addr: 3745D HELIOS CT

Receipt: 578332 DP
Instrument: 0110207
Book/Page: 04979/0319
Date filed: 01/26/2007 at 09:37AM
Updated: 01/29/2007 KT
Record and return to:
MACKAY CASWELL & CALLAHAN
103 E WATER ST STE 203
SYRACUSE NY 13202

RECORDING FEES

Addl pages: 2 x 3.00 \$ 6.00
Addl names: x \$
Addl refs: x \$
Misc: \$
Basic: \$ 8.50
=====
Total: \$ 14.50

MISCELLANEOUS FEES

RMI: \$ 20.00
TP 584: \$ 5.00
RP5217: \$ 75.00
Affts: \$
=====
Total: \$ 100.00

MORTGAGE TAX

Mortgage: \$
Basic: \$
Insurance fund: \$
Net add: \$
Misc: \$
=====
Total: \$

DEED TRANSFER TAX

Consideration: \$ 0.00
Transfer tax: \$ 0.00
SWIS: 3124
Map #: 121-01-09.1
.....
TOTAL PAID: \$114.50
Control no: 8333

WARNING - This sheet constitutes the Clerk's endorsement, required by Section 319 of the Real Property Law of the State of New York. Do not detach.
Taxes imposed on this instrument at time of recording were paid.
Certain information contained in this document is not verified by this office.

M. ANN CIARPELLI
Onondaga County Clerk



WARRANTY DEED with Lien Covenant

THIS INDENTURE made the 24th day of JANUARY, 2007

BETWEEN

Barbara J. Grogan, *residing at 222 Marsh Drive, DeWitt, NY*
13214 Grantor

Barbara J. Grogan and Joseph W. Grogan, *as tenants by the entirety,*
residing at 222 Marsh Drive, DeWitt, NY Grantee
13214

WITNESSETH, that the grantor, in consideration of \$1.00, and other good and valuable consideration paid by the grantee hereby grants and releases unto the grantee, their heirs or successor and assigns of the grantee forever.

ALL THAT TRACT OR PARCEL OF LAND, SEE ATTACHED SCHEDULE "A"

The hereinbefore described parcel of land is subject to any and all easements and/or right of ways on record.

Being the same premises as conveyed to Grantor by Bargain & Sale Deed dated April 19, 2001 and recorded in the Onondaga County Clerk's Office on May 25, 2001 in Liber 4555 of Deeds at Page 196&c

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises.

TO HAVE AND TO HOLD the premises here granted unto the grantee, the heirs or successors and assigns forever.

AND the said grantor covenants as follows:

FIRST - That the grantee shall quietly enjoy the said premises;

SECOND - That the grantor shall forever warrant the title to said premises: This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires. Said premises are free from encumbrances;

IN WITNESS WHEREOF, the grantor has executed this deed the day and year first above written.

In presence of:

Barbara J. Grogan
Barbara J. Grogan

STATE OF NEW YORK)
COUNTY OF ONONDAGA)SS.:

On the 24th day of JANUARY, 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared BARBARA J. GROGAN personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Hilary C. Hoffman
Notary Public

HILARY C. HOFFMAN
Notary Public, State of New York
No. 01HO6052029
Residing in Broome County
My Commission Expires May 12, 2007

Record and return to:
Mackay Caswell & Callahan P.C.
103 E. Water Street, Suite 203
Syracuse, New York 13202

08801

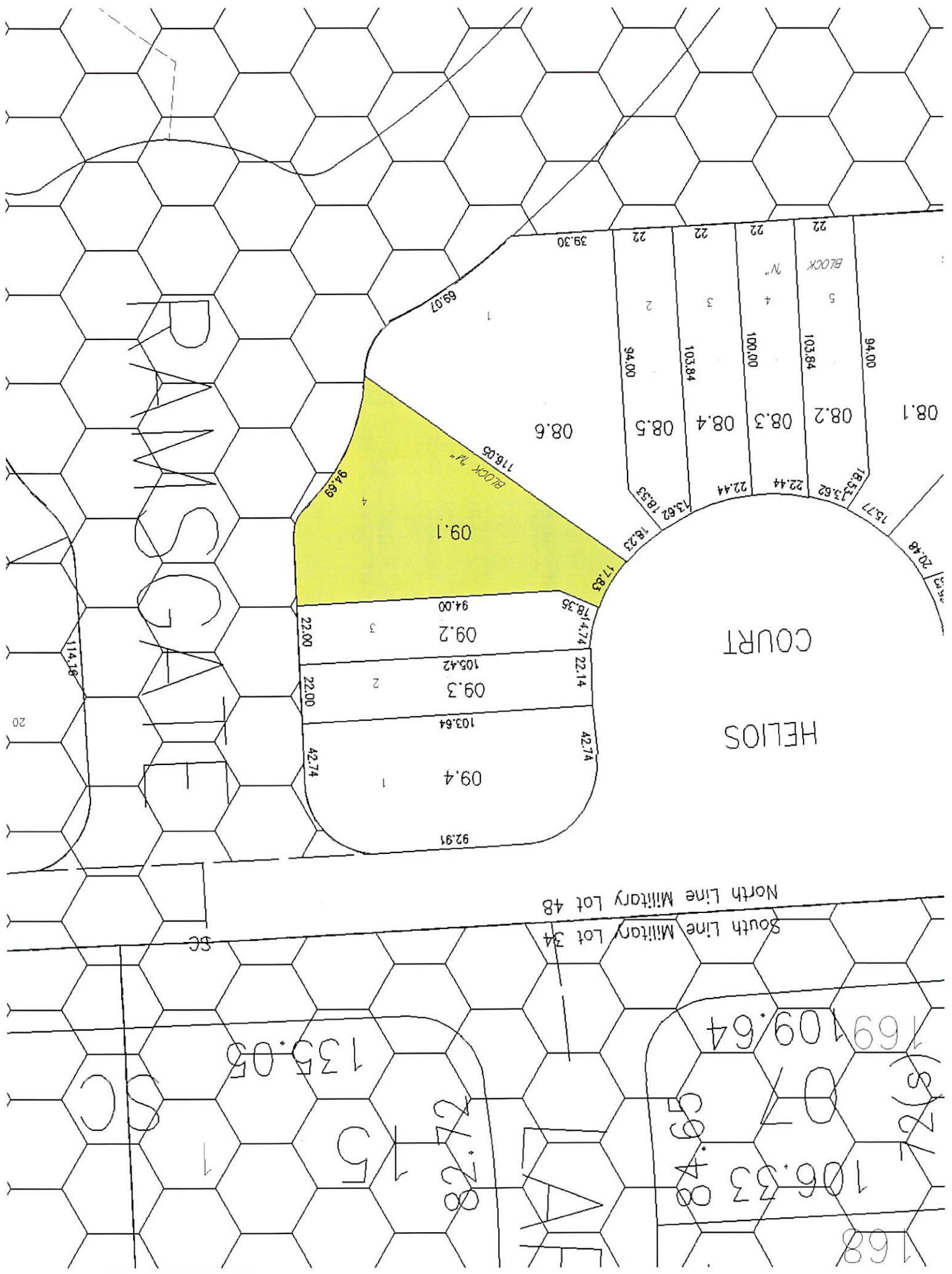
07:37 01/26/07 0110207 DP DE-049759-319

2

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga and State of New York, and being part of Farm Lot 48 of said Town, known and described as Lot 4 of Block "M" of "Mod-Town", as shown on a Map dated February 25, 1975, made by Phillips, O'Brien & Gere, Surveyors, P.C., licensed land surveyors, entitled "Final Plan, Blocks "M", "N" and "O" Amended, Mod-Town"; and filed in the Onondaga County Clerk's Office on March 6, 1975 as Map Number 5415.

Towne



South Line Military Lot 34
 North Line Military Lot 48

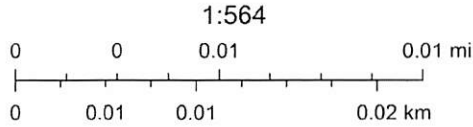
HELIOS COURT

PAWMSGVAHE



June 19, 2023

- Municipalities
- Road Centerlines
- Address Points
- Building Footprints
- Parcels





Property Description Report For: 3754D Helios Ct, Municipality of Town of Clay

No Photo Available

Total Acreage/Size:	17 x 116	Status:	Active
Land Assessment:	2023 - Tentative \$600 2022 - \$600	Roll Section:	Taxable
Full Market Value:	2023 - Tentative \$87,248 2022 - \$77,844	Swis:	312489
Equalization Rate:	----	Tax Map ID #:	121.-01-09.1
Deed Book:	4979	Property #:	
Grid East:	588249	Property Class:	210 - 1 Family Res
		Site:	RES 1
		In Ag. District:	No
		Site Property Class:	210 - 1 Family Res
		Zoning Code:	02
		Neighborhood Code:	24631
		School District:	Liverpool
		Total Assessment:	2023 - Tentative \$2,600 2022 - \$2,600
		Property Desc:	Mod-Towne Blk M Lot 4
		Deed Page:	319
		Grid North:	1155028

Area

Living Area:	1,358 sq. ft.	First Story Area:	668 sq. ft.
Second Story Area:	690 sq. ft.	Half Story Area:	0 sq. ft.
Additional Story Area:	0 sq. ft.	3/4 Story Area:	0 sq. ft.
Finished Basement:	0 sq. ft.	Number of Stories:	2
Finished Rec Room	0 sq. ft.	Finished Area Over Garage	0 sq. ft.

Structure

Building Style:	Townhouse	Bathrooms (Full - Half):	2 - 1
Bedrooms:	3	Kitchens:	1
Fireplaces:	0	Basement Type:	Slab/pier
Porch Type:	0	Porch Area:	0.00
Basement Garage Cap:	0	Attached Garage Cap:	250.00 sq. ft.
Overall Condition:	Normal	Overall Grade:	Average
Year Built:	1975	Eff Year Built:	

Owners

Barbara J Grogan 232 Marsh Dr Dewitt NY 13214	Joseph W Grogan 232 Marsh Dr Dewitt NY 13214
---	--

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
1/24/2007	\$1	210 - 1 Family Res	Land & Building	Grogan, Barbara J	No	No	No	4979/319
5/25/2001	\$20,500	210 - 1 Family Res	Land & Building	Federal, Home Mortgage	No	No	No	4555/196
4/30/2001	\$1	210 - 1 Family Res	Land & Building	Federal, Home Mortgage	No	No	No	4555/194
6/8/2000	\$18,200	210 - 1 Family Res	Land & Building	Schwenn, John P	No	No	No	4425/125

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec	Heat Type:	Hot air
Fuel Type:	Natural Gas	Central Air:	Yes

Improvements

Structure	Size	Grade	Condition	Year
Shed-machine	10 × 12	Economy	Normal	1982
Gar-1.0 att	250.00 sq ft	Average	Normal	1975

Land Types

Type	Size
Primary	17 × 116

Special Districts for 2023 (Tentative)

Description	Units	Percent	Type	Value
CSW15-County Sewer (Res)	1	0%		0
CWR40-County water	0	0%		0
DR100-Consolidated drain	1	0%		0
FP003-General fire prot	0	0%		0
LT246-Clay Consol Ltg 2	1	0%		0
SR022-Clay refuse 2	1	0%		0
SR029-Clay brush removal 2	1	0%		0
SW300-Consolidated sewer	1	0%		0

Special Districts for 2022

Description	Units	Percent	Type	Value
CSW15-Onon co san un	1	0%		0
CWR40-County water	0	0%		0
DR100-Consolidated drain	1	0%		0
FP003-General fire prot	0	0%		0
LT246-Clay Consol Ltg 2	1	0%		0
SR022-Clay refuse 2	1	0%		0
SR029-Clay brush removal 2	1	0%		0
SW300-Consolidated sewer	1	0%		0

Exemptions

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

Taxes

Year	Description	Amount
------	-------------	--------

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

In Person Payment	CLAY TOWN HALL 4401 STATE RTE. 31, CLAY, NY MON-FRI 8:30-4:30PM, hrs. may vary TELEPHONE: 315-652-3800
Checks Payable to	BRIAN R. HALL RECEIVER OF TAXES 4401 STATE ROUTE 31 CLAY, NY 13041-8707

GROGAN BARBARA J
GROGAN JOSEPH W
232 MARSH DR
SYRACUSE, NY 13214-1830

2023 REAL PROPERTY TAX ONONDAGA COUNTY - TOWN OF CLAY				
Page No.	Roll Sect.	School Tax Code	Bill No.	Account No.
1 of 1	1	348	20906	047798
Fiscal Year		SWIS Code	Tax Map Number	
01/01/2023 - 12/31/2023		312489	121.-01-09.1	
Warrant Date	Bank Code	Estimated State Aid		
12/27/2022		CNTY 186,128,775 TOWN 1,776,000		
PROPERTY IDENTIFICATION				Full Market Value
Tax Map No.	121.-01-09.1			77,844
Location	3754D Helios Ct			Total Assessed Value
Dimensions	17.00 X 116.00			2,600
School	314801 Liverpool			Uniform Percentage
Prop. Class	210 1 Family Res			3.34
Exemption	Value	Tax Purpose	Full Value Estimate	

See reverse for information about making partial payments

PROPERTY TAXES					
Taxing Purpose	Total Levy	% Change in Levy from Prior Year	Taxable Assessed Value or Units	Tax Rate	Tax Amount
County Tax (100% applied to NYS Mandated Costs)	155,254,668	-0.6	2,600.00	131.816300	342.72
TOWN TAX	2,748,821	0.6	2,600.00	17.823400	46.34
HIGHWAY TAX	7,391,448	0.8	2,600.00	49.909000	129.76
UNPAID SCHOOL TAX					2,017.45
Onon co san un			1.00 UNIT	448.580000	448.58
County water	1,696,205	0.0	2,600.00	1.452100	3.78
Consolidated drain			1.00 UNIT	114.000000	114.00
General fire prot	3,922,015	2.1	2,600.00	24.055800	62.55
Clay Consol Ltg 2			1.00 UNIT	88.824800	88.82
Clay refuse 2			1.00 UNIT	196.443400	196.44
Clay brush removal 2			1.00 UNIT	37.233400	37.23
Consolidated sewer			1.00 UNIT	32.000000	32.00

PENALTY SCHEDULE			
Pay Between	Original	Penalty/Interest	Total Due
01/01-01/31	3,519.67	0.00%	3,519.67
02/01-02/28	3,519.67	1.00%	3,554.87
03/01-03/15	3,519.67	1.50%	3,572.48
*03/16-03/31	3,519.67	1.50% + \$1	3,573.48
Pay To County:			
04/01-04/30	3,520.67	6.00%	3,731.91

Total Tax Due:	\$3,519.67
Due By:	01/31/2023
After this date see penalty schedule	

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT.
IF YOU WISH TO RECEIVE A RECEIPT FOR PAYMENT OF THIS TAX BILL, PLACE AN 'X' IN THIS BOX AND RETURN THE ENTIRE BILL

**2023 REAL PROPERTY TAX
ONONDAGA COUNTY - TOWN OF CLAY**

Property Address 3754D Helios Ct
Town 312489 Clay
School 314801 Liverpool

GROGAN BARBARA J
GROGAN JOSEPH W
232 MARSH DR
SYRACUSE, NY 13214-1830



SWIS Code	Tax Map Number
312489	121.-01-09.1
PENALTY SCHEDULE	
Pay Between	Total Due
01/01-01/31	3,519.67
02/01-02/28	3,554.87
03/01-03/15	3,572.48
*03/16-03/31	3,573.48
Pay To County:	
04/01-04/30	3,731.91
Bill No.	Bank Code
20906	
TOTAL TAXES DUE	
3,519.67	
01/31/2023	

Account No.	047798
-------------	--------

*After 3/31 mail payment to Onondaga County - see reverse.

In Person Payment	TOWN HALL 4401 STATE ROUTE 31, CLAY, NY MONDAY THRU FRIDAY 8:30AM - 4:30PM 315-652-3800	2022-2023 LIVERPOOL SCHOOL TAX ONONDAGA COUNTY - TOWN OF CLAY				
		Page No.	Roll Sect.	School Tax Code	Bill No.	Account No.
Checks Payable to	Brian R. Hall RECEIVER OF TAXES 4401 STATE ROUTE 31 CLAY, NEW YORK 13041-8707	1 of 1	1	348	9047	047798
		Fiscal Year		SWIS Code	Tax Map No.	
		07/01/2022 - 06/30/2023		312489	121.-01-09.1	
		Warrant Date	Bank Code	Estimated State Aid		
		08/30/2022		SCHL 74,692,024		

GROGAN BARBARA J
GROGAN JOSEPH W
232 MARSH DR
SYRACUSE, NY 13214-1830

PROPERTY IDENTIFICATION				Full Market Value
Tax Map No.	121.-01-09.1			77,844
Location	3754D Helios Ct			Total Assessed Value
Dimensions	17.00 X 116.00			2,600
School	314801 Liverpool			Uniform Percentage
Prop. Class	210 1 Family Res			3.34
Exemption	Value	Tax Purpose	Full Value Estimate	

PROPERTY TAXES					
Taxing Purpose	Total Levy	% Change in Levy from Prior Year	Taxable Assessed Value or Units	Tax Rate	Tax Amount
SCHOOL TAX	92,454,754	2.0	2,600.00	693.234985	1,802.41
LIBRARY TAX	4,260,800	9.5	2,600.00	31.947907	83.06

PARTIAL PAYMENTS ARE ALLOWED BY THIS SCHOOL DISTRICT.

*If you choose to make partial payments, the first MUST be made by 09/30/2022.
*Each partial payment may be any amount and must include current penalties.

*Up to 3 partial payments may be made.
*No delinquent taxes may be due on this property.
*After 10/31/2022, the entire balance is due to the County Finance Department.

PENALTY SCHEDULE				
Pay Between	Original	Rate/Penalty	Total Due	
09/01-09/30	1,885.47	0.00%	0.00	1,885.47
10/01-10/31	1,885.47	2.00%	37.71	1,923.18
Pay To County:				
11/01-11/15	1,885.47	5.00%	94.27	1,979.74
No payments will be accepted after 11/15.				

Total Tax Due:	\$1,885.47
Due By:	09/30/2022

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT.
IF YOU WISH TO RECEIVE A RECEIPT FOR PAYMENT OF THIS TAX BILL, PLACE AN 'X' IN THIS BOX AND RETURN THE ENTIRE BILL

**2022-2023 LIVERPOOL SCHOOL TAX
ONONDAGA COUNTY - TOWN OF CLAY**

Property Address	
3754D Helios Ct	
Town	312489 Clay
School	314801 Liverpool

GROGAN BARBARA J
GROGAN JOSEPH W
232 MARSH DR
SYRACUSE, NY 13214-1830

PENALTY SCHEDULE				
Pay Between	Original	Rate/Penalty	Total Due	
09/01-09/30	1,885.47	0.00%	0.00	1,885.47
10/01-10/31	1,885.47	2.00%	37.71	1,923.18
Pay To County:				
11/01-11/15	1,885.47	5.00%	94.27	1,979.74
Tax Map No.		TOTAL TAXES DUE		
312489 121.-01-09.1		\$1,885.47		
Bank Code	Bill No.	Account No.		09/30/2022
	9047	047798		



* From 11/01 to 11/15 payment must be made to the Onondaga County Finance Department - See reverse for information -



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 - \$100,00	\$1,000
\$100,001 & OVER	\$2,000



Brzostek's

REAL ESTATE AUCTION CO., INC.

COPY

Purchase Offer

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, 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** Buyer's Premium of \$ _____, computed on 10% of his/her last bid of \$ _____.
- 2. The purchaser understands that this Buyer's Premium is due and earned at the time of the auction and execution of this contract and a portion of the deposit money may be used by the broker to pay this premium at the time of execution of this contract.
- 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, 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.
- 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 _____
Seller(s) Signature Date

X _____
Purchaser(s) Signature Date

X _____
Seller(s) Signature Date

X _____
Purchaser(s) Signature Date

Place 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 their 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 paint hazards. The purchaser understands that the seller has done no testing regarding lead paint, and purchaser agrees to take the property as is without 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: