



## CONTRACT OF AUCTION SALE

This document, upon signing by both the Seller and the Buyer, becomes a legally binding contract. If you do not understand this document it is recommended that an attorney be consulted before bidding.

**SELLER** BONITA J. TINKLEPAUGH and BONITA J. TINKLEPAUGH, as Guardian of the Property of Sheldon Jones

### PROPERTY DESCRIPTION

Property known as **121 BANK STREET** in the **TOWN** of **BATAVIA**, State of New York, also known as

Tax No **180200-084-041-0001-011-000** including all buildings and any other improvements and all rights which the Seller has in /with the property

Being a single family residence on a 66 ft. x 330 ft. lot

These premises are offered at Public Auction on **April 3, 2024**, upon the following terms and conditions.

1. The successful bidder will be required to pay the sum of **\$15,000.00** in cash or certified check or bank draft as a **non-refundable deposit** at the time of the signing of the "Terms of Sale". The deposit shall be applied to the purchase price upon the closing of the transaction. The balance of the purchase price shall be paid by **certified check at the time of closing**.
2. **CLOSING:** This contract shall be closed at the Office of the County Clerk in which the property is located on **May 28, 2024**, or at such other time and place as Seller and Buyer mutually agree upon.
3. **PRESENT CONDITION:** Buyer will accept the property in its present condition in all respects and subject to restrictions of record, water line, sanitary sewer drainage, gas distribution line and main, electrical and telephone easements and rights of way of record provided they are or may be used to service the property and provided buildings and other improvements on the Property are not located on the easements; and also \_\_\_\_\_
4. **SEARCH AND SURVEY.** Seller shall not provide a survey, but shall provide a search.
5. **OBJECTIONS TO TITLE AND TITLE INSURANCE.** If Buyer raises valid objections to Seller's title which make it unmarketable, Buyer shall either:
  - a) Accept the title as presented.
  - b) Advise Seller of Buyer's objections, allow Seller the later of ten days after receiving notice of the objection, or the closing date herein, in which to cure the objection, and then accept the title once cured. Provided, however, that if Seller cannot cure the objection but a fee title insurance policy covering the objection can be obtained, then Buyer must accept same. Seller shall pay the cost of such fee title insurance at the full rate if no mortgage title insurance is required by lender, or in the event mortgage title insurance is required by lender, then Seller shall pay the cost of such fee title insurance at the reduced simultaneous rate. Buyer will pay for title insurance required by its lender. If Seller can convey, and Seller cannot with due diligence cure the defect, nor obtain fee title insurance covering the objection, then this contract shall terminate. In this event, the Buyer shall have the deposit returned to him.
6. **FINANCING.** Buyer shall either:
  - a) Obtain no New Financing. Buyer will close this transaction without financing.
  - b) Obtain New Loan(s). Buyer will promptly and in good faith, but in no case later than 5 days after Seller's acceptance of this Contract, make an application for a Loan Commitment. The loan amount is not to exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Purchase Price. The written approval of Buyer's application for a loan must have commitment and interest rate expiration dates after estimated closing date hereunder. Buyer shall deliver to Seller's attorney a complete copy of the Loan commitment and notice of its acceptance by the Buyer within 30 days following the Seller's acceptance of this Contract. If a loan Commitment is not issued with the terms set forth above, then Sellers may cancel this contract.
7. **ADJUSTMENTS AT CLOSING.** There shall be prorated and adjusted, as of the date of delivery of deed, rents, security deposits, fuel oil, mortgage interest, non-delinquent taxes and assessments appearing on current tax bills computed on a fiscal year basis, water and sewer charges. For adjustment purposes, all rents will be considered paid to the Seller, if due at the date of adjustment. Buyer will accept title to the property subject to, and will pay all assessments for special or local improvements not yet due and payable as of the closing date, provided they appear on the current tax rolls.
8. **DEED.** At closing, Seller shall deliver to Buyer a warranty deed with lien covenant giving good and marketable title in fee simple, free and clear of all encumbrances except as stated in this contract. If Seller is an Executor or Trustee, Seller shall deliver an Executor's or Trustee's deed instead of a warranty deed. If Seller is a corporation, Seller shall deliver a Bargain & Sale deed. The Buyer shall be responsible for all recording costs.

9. **RISK OF LOSS.** Risk of loss or damage to the Property until transfer of title shall be assumed by the Seller. If any substantial damage to the Property occurs prior to transfer, either Seller or Buyer shall have the option of cancelling this Contract without further liability and Buyer shall have his deposit(s) returned.
10. **BUYER TO SIGN.** The Buyer shall sign a copy of this instrument upon completion of the auction sale.
11. **CANCELLATION AND DEFAULT.** The Seller, through their Agent, The Auctioneer, at their option, may cancel this contract if the successful bidder shall fail to comply with the terms of this contract and the Buyer shall, in addition to forfeiting any deposits made as provided herein, be held liable for any deficiency which may result from a resale of the premises.
12. **COUNTY HEALTH CERTIFICATE.** It will be the responsibility of the Buyer to obtain at Buyer's expense a County Health Certificate required in the County in which the property is located. Buyer to pay all expenses including repairs and/or replacement to obtain said Certificate and/or waiver. Buyers must file the request for inspection of onsite water/waste water utilities prior to closing and Buyer is responsible for completing the testing. Sellers will not be responsible after the closing if the application is made prior to closing.
13. **TERMS OF AUCTION.** This property is sold as set forth below:  
  
**A 10% Buyer's Premium will be added to the final bid price**  
**The property is sold "As Is"**  
**Sold subject to the seller's approval of the final bid price**
14. **AUCTIONEER AS AGENT.** The parties agree that the Auctioneer is acting as an Agent/Broker for the Seller.
15. **ENTIRE AGREEMENT.** This Contract of Auction Sale with 4 Rider(s) contains the entire agreement between Seller and Buyer and nothing is binding on either of them which is not contained herein. This Contract is intended to bind the Seller and Buyer and those who succeed to their interests. Any statements made in listings, sales brochures or advertising relating to this Property are not to be considered as a part of the contract unless specifically stated herein. The Buyer shall have the responsibility to verify the facts relating to the property before the Auction sale.

As used herein, the terms Seller and Buyer shall include Sellers and Buyers.

I/We,	Phone:
the undersigned Buyer(s) hereby acknowledges purchase of the property described in this contract and agrees to the terms and conditions of the contract for the price of \$	and have paid to BONTRAGER REAL ESTATE & AUCTION SERVICE, INC., the sum of
<b>\$15,000.00</b>	as a <b>non-refundable</b> deposit and part payment of the purchase price. The under-signed agrees to complete the purchase in accordance with this contract.
Bid Price .....	\$
Plus a Buyers Premium of 10% added to final bid price .....	\$
Total Purchase Price .....	\$
Deposit Paid .....	\$ <b>15,000.00</b>
Balance Due on Closing .....	\$

_____ Buyer	_____ Buyer
Street Address	Street Address
Town, State, Zip Code	Town, State, Zip Code

The undersigned Owner of the Premises herein described accepts the above bid and agrees to sell the premises upon the terms set forth herein and pay BONTRAGER REAL ESTATE & AUCTION SERVICE, INC. the agreed upon commission and expenses which may be deducted from said deposit.

**Seller BONITA J. TINKLEPAUGH and BONITA J. TINKLEPAUGH, as Guardian of the Property of Sheldon Jones**

The undersigned Auction Company Representative acknowledges receipt of above deposit.

**Representative of BONTRAGER REAL ESTATE & AUCTION SERVICE, INC.**

<b>PETER M. CASEY</b> Seller's Attorney (Name)	Buyer's Attorney (Name)
<b>81 Main Street</b> Street Address	Street Address
<b>Batavia New York 14020</b> Town, State, Zip Code	Town, State, Zip Code
<b>585-344-1050</b> Telephone	<b>pcasev@delplato-casevlaw.com</b> Email
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