

Tax Foreclosure Auction

May 10, 11AM

(Registration starting at 9:00AM)



Lewis County Real Estate

Homes, Vacant Land, Seasonal & Commercial Properties

Auction location:

Elks Lodge # 1605

5600 Shady Avenue

LOWVILLE, NY

Online Bidding Available

(800) 243-0061

11% Buyers Premium

Absolute Auctions & Realty, Inc.



NYS Auctions.com

This auction brochure is subject to errors, omissions, deletions and corrections. Statements made from the auction block supersede any previously printed material or statements made.

#1 - Beartown Rd, Town of Croghan

Forest.

Tax Map: 058.00-01-08.000

Size: 51.10+/- Acres

Full Market Value: \$26,800

Sch. District: Carthage CSD

Inspection: Vacant Land. Drive by anytime.



#2 - Youngs Mill Rd, Town of Croghan

Forest.

Tax Map: 100.00-01-38.000

Size: 73.20+/- Acres

Full Market Value: \$36,500

Sch. District: Beaver River CSD

Inspection: Vacant Land. Drive by anytime.



#3 - 10015 NYS Rte 12, Village of Copenhagen, Town of Denmark

One family, 1.7 story, Old style, built 1905+/-, 1500+/- sq. ft., 4BR/1BA, porch.

Tax Map: 123.10-01-04.000

Size: 4.10+/- Acres

Full Market Value: \$30,600

Sch. District: Copenhagen CSD

Inspection: Drive by anytime.



#5 - 8314 Old State Rd, Village of Harrisville, Town of Diana

One family, 1.7 story, Cape Cod style, built 1946+/-, 1500+/- sq. ft., 3BR/2BA, garage, shed, porch, barn. Adjacent to Lot #6.

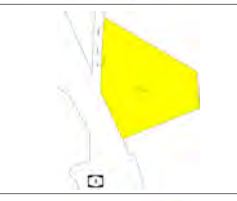
Tax Map: 013.14-07-04.000

Size: 4.64+/- Acres

Full Market Value: \$116,400

Sch. District: Harrisville CSD

Inspection: Occupied. Drive by anytime.



#6 - 8422 NYS Rte 3, Village of Harrisville, Town of Diana

Vacant land with improvement. Adjacent to Lot #5 & 9.

Tax Map: 013.14-07-05.200

Size: 7.50+/- Acres

Full Market Value: \$7,900

Sch. District: Harrisville CSD

Inspection: Occupied. Drive by anytime.



#9 - 8318 Old State Rd, Town of Diana

Abandoned Agricultural land. Adjacent to Lot# 6.

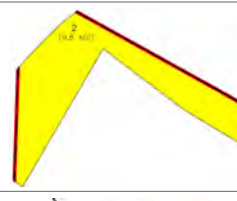
Tax Map: 013.00-03-02.000

Size: 19.80+/- Acres

Full Market Value: \$19,800

Sch. District: Harrisville CSD

Inspection: Vacant Land. Drive by anytime.



#10 - 14124 Hermitage Rd, Town of Diana

Vacant land with improvement.

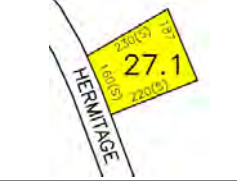
Tax Map: 019.00-01-27.100

Size: F: 160' x D: 220'

Full Market Value: \$6,000

Sch. District: Harrisville CSD

Inspection: Drive by anytime.



#11 - Melanie Ln, Town of Diana

Vacant land with improvement.

Tax Map: 019.05-01-10.000

Size: F: 50' x D: 104.8'

Full Market Value: \$10,100

Sch. District: Harrisville CSD

Inspection: Drive by anytime.



#12 - 5617 Lewisburg Ext Rd, Town of Diana

Manufactured housing.

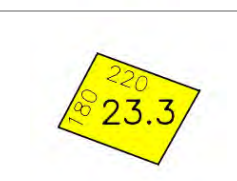
Tax Map: 033.00-01-23.300

Size: F: 180' x D: 220'

Full Market Value: \$11,600

Sch. District: Carthage CSD

Inspection: Drive by anytime.



#13 - 5862 Pine Grove Rd, Town of Greig

Manufactured housing.

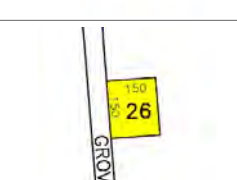
Tax Map: 260.00-02-26.000

Size: F: 150' x D: 150'

Full Market Value: \$31,900

Sch. District: South Lewis CSD

Inspection: Occupied. Drive by anytime.



#16 - 7037 North St, Village of Port Leyden, Town of Leyden

One family, 1.7 story, Old style, built 1920+/-, 1752+/- sq. ft., 4BR/2BA, porch, shed.

Tax Map: 353.12-01-16.100

Size: 2.00+/- Acres
Full Market Value: \$46,000

Sch. District: South Lewis CSD
Inspection: Check website for showing



#17 - 6456 Bailey Rd, Town of Leyden

One family, 1.5 story, Old style, built 1880+/-, 1185+/- sq. ft., 4BR/1BA, porch, shed.

Tax Map: 366.00-02-06.110

Size: F: 132' x D: 70'
Full Market Value: \$30,900

Sch. District: South Lewis CSD
Inspection: Check website for showing



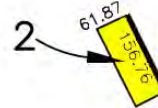
#18 - 2959 Canal St, Town of Leyden

One family, 2 story, Old style, built 1850+/-, 1368+/- sq. ft., 4BR/1BA, porch.

Tax Map: 368.00-01-02.000

Size: F: 156.75' x D: 61.87'
Full Market Value: \$24,100

Sch. District: South Lewis CSD
Inspection: Check website for showing



#19 - Laura St, Village of Lyons Falls, Town of Lyonsdale

Vacant rural land.

Tax Map: 338.12-01-05.000

Size: F: 50' x D: 50'
Full Market Value: \$700

Sch. District: South Lewis CSD
Inspection: May not have road frontage.



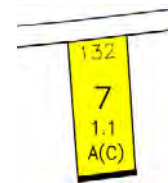
#20 - 8072 Moose River Rd, Town of Lyonsdale

One family, 1 story, manufactured housing style, built 1997+/-, 1456+/- sq. ft., 3BR/2BA, shed, porch.

Tax Map: 370.00-01-07.000

Size: 1.10+/- Acres
Full Market Value: \$62,900

Sch. District: South Lewis CSD
Inspection: Occupied. Drive by anytime.



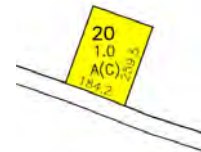
#21 - 7885 Moose River Rd, Town of Lyonsdale

Manufactured housing.

Tax Map: 355.00-02-20.000

Size: 1.00+/- Acres
Full Market Value: \$19,200

Sch. District: South Lewis CSD
Inspection: Drive by anytime.



#22 - 7334 Pennysettlement Rd, Town of Lyonsdale

Vacant land with improvement.

Tax Map: 339.00-01-84.000

Size: 5.00+/- Acres
Full Market Value: \$39,300

Sch. District: South Lewis CSD
Inspection: Drive by anytime.



#23 - E Martinsburg Rd, Town of Martinsburg

Rural vacant land.

Tax Map: 228.00-01-28.130

Size: 13.00+/- Acres
Full Market Value: \$9,100

Sch. District: South Lewis CSD
Inspection: May not have road frontage.



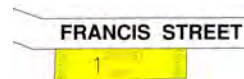
#24 - 5612 Francis St, Town of Martinsburg

One family, 1.5 story, Cottage style, built 1900+/-, 918+/- sq. ft., 3BR/1BA, garage, porch.

Tax Map: 243.03-04-01.000

Size: F: 207' x D: 53'
Full Market Value: \$50,100

Sch. District: Lowville CSD
Inspection: Check website for showing



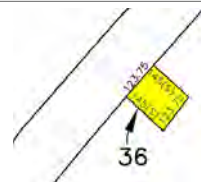
#25 - 8476 NYS Rte 812, Town of New Bremen

Vacant land with improvement.

Tax Map: 163.00-02-36.000

Size: F: 123.75' x D: 145'
Full Market Value: \$4,400

Sch. District: Beaver Ridge CSD
Inspection: Drive by anytime.



#26 - Artz Rd, Town of New Bremen

Manufactured housing.

Tax Map: 145.00-02-08.122

Size: 1.60+/- Acres

Full Market Value: \$6,500

Sch. District: Beaver Ridge CSD

Inspection: Vacant Land. Drive by anytime.



#27 - 1681 Florence Rd, Town of Osceola

One family, 1 story, Ranch style, built 1995+/-, 864+/- sq. ft., 1BR/1BA, shed.

Tax Map: 405.00-01-15.110

Size: 59.80+/- Acres

Full Market Value: \$88,700

Sch. District: Camden CSD

Inspection: Check website for showing



#30 - 8383 Murrock Rd, Town of Pinckney

One family, 1.5 story, Contemporary style, built 2009+/-, 1680+/- sq. ft., 2BR/2BA.

Tax Map: 172.00-01-14.200

Size: 49.60+/- Acres

Full Market Value: \$127,100

Sch. District: Copenhagen CSD

Inspection: Check website for showing



#31 - 8011 River Rd, Town of Pinckney

Residential vacant land.

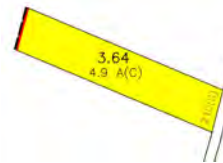
Tax Map: 190.00-01-03.640

Size: 4.90+/- Acres

Full Market Value: \$14,800

Sch. District: Lowville CSD

Inspection: Vacant Land. Drive by anytime.



#33 - 6731 Independence Dr, Town of Watson

Vacant land with improvement.

Tax Map: 245.00-03-19.112

Size: 3.70+/- Acres

Full Market Value: \$13,000

Sch. District: South Lewis CSD

Inspection: Vacant Land. Drive by anytime.



#34 - W of Pine Grove Rd, Town of Watson

Residential vacant land. ROW called Camp Rd.

Tax Map: 229.00-02-28.130

Size: 7.40+/- Acres

Full Market Value: \$18,700

Sch. District: Lowville CSD

Inspection: Vacant Land. Drive by anytime.



#36 - S Of Stony Lake Rd, Town of Watson

Rural vacant land.

Tax Map: 217.03-01-30.000

Size: 1.00+/- Acres

Full Market Value: \$59,400

Sch. District: South Lewis CSD

Inspection: Vacant Land. Drive by anytime.



#37 - Baldwin Rd, Town of Watson

Residential vacant land.

Tax Map: 215.00-01-10.210

Size: 2.90+/- Acres

Full Market Value: \$16,800

Sch. District: Lowville CSD

Inspection: Vacant Land. Drive by anytime.



#38 - 5877 High St, Village of Constableville, Town of West Turin

One family, 1.7 story, Old style, built 1945+/-, 1464+/- sq. ft., 3BR/1BA, shed, porch.

Tax Map: 366.05-03-08.000

Size: F: 29' x D: 80'

Full Market Value: \$35,100

Sch. District: South Lewis CSD

Inspection: Check website for showing



#39 - 3114 Main St, Village of Constableville, Town of West Turin

One family, 1.5 story, Old style, built 1920+/-, 1308+/- sq. ft., 2BR/1BA, porch, garage, shed.

Tax Map: 366.09-04-07.000

Size: F: 40' x D: 122'

Full Market Value: \$46,700

Sch. District: South Lewis CSD

Inspection: Occupied. Drive by anytime.



#40 - 3829 Franklin St, Village of Lyons Falls, Town of West Turin

One family, 2 story, Old style, built 1920+/-, 2109+/- sq. ft., 4BR/2BA, carport, porch, garage.

Tax Map: 338.07-01-16.000

Size: F: 157.5' x D: 140'

Full Market Value: \$91,700

Sch. District: South Lewis CSD

Inspection: Occupied. Drive by anytime.



#41 - NYS Route 12D, Town of West Turin

Residential vacant land.

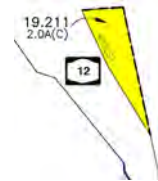
Tax Map: 322.00-01-19.211

Size: 2.00+/- Acres

Full Market Value: \$5,300

Sch. District: South Lewis CSD

Inspection: Vacant Land. Drive by anytime.



Lewis County Properties



#3



#22



#20



#5



#39



#30

TERMS & CONDITIONS

TERMS FOR INTERNET BIDDING (in addition to standard terms below):

1. Registration. All bidders are required to register and to provide suitable I.D. (photo copy acceptable) prior to the auction. Auctioneer reserves the right to decline registration if I.D. is not sufficient. Notarized copy of bidder's signature on copy of bidder's valid driver's license or passport must be provided to auctioneer. NO EXCEPTIONS.
2. Bidder approval for internet. Download the "Internet Bidder Registration Packet" by visiting the Lewis County webpage at: www.NYSAuctions.com. Complete all required information areas where indicated by printing or signing legibly and return to the office of the auctioneer/broker no later than 4:00PM on Monday, May 8, 2017, to be approved to bid online for this auction. NO EXCEPTIONS.
3. No Recourse. Internet bidding through our Provider is offered as a service to our customers, and bidders shall not hold Lewis County and/or Absolute Auctions & Realty, Inc., responsible for any failure due to the loss of the internet connection supplied to Absolute Auctions & Realty, Inc. by the Provider.

STANDARD TERMS:

1. Purchaser shall be responsible for the payment of an eleven percent (11%) buyer's premium (1% buyer's premium discount for cash or guaranteed funds) in addition to the accepted purchase price, advertising fee of 1.5% of the bid price, processing and closing fees/costs. Purchasers will be responsible for obtaining and paying the current year (2017-2018) school and village tax bills and any past due and present bills for water and sewer rents and assessments.
2. \$1,000.00 or 20% of the total contract price (bid price + buyer's premium); whichever is higher shall be paid as a down payment on the day of the auction upon execution of a contract of sale. All required deposits must be paid in full for all successful bids immediately upon being declared the successful high bidder. Any successful bidder, who fails to tender the deposit immediately upon being declared the high bidder, will be forbidden to participate in this or any other auction. If a purchase fails to close on the parcels(s) that he/she bids on at the auction, he/she will be prohibited from participating at future auction held for the County of Lewis. All deposits are to be made by credit card (MasterCard, Discover Card or VISA) for deposit amount ONLY, cash, money order or cashier's check, made payable to the "Lewis County Treasurer." Personal checks will not be accepted. No exceptions. The Purchaser paying by credit card(s) agrees that they shall NOT attempt a charge back on their credit card(s) used in this/these transaction(s) for any reason whatsoever. In such event that a charge back is initiated by Purchaser and that such attempt is upheld in favor of Auctioneer/Lewis County, Purchaser agrees and authorizes to compensate Auctioneer with a \$750.00 recovery fee as a new charge to their credit card(s) without requiring additional Purchaser signature(s). Failure to pay such recovery fee will result in collection action against said Purchaser(s).
3. The entire balance of the purchase price plus the buyer's premium, school, town and village taxes (if any) levied subsequent to the auction and unpaid as of the day of the closing, and closing costs/fees shall be paid within 30 days after the auction by cash, money order or cashier's check ONLY, to the Lewis County Treasurer's Office.
4. All real property, including any buildings thereon, are sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) federal and/or state taxes, liens, judgments and encumbrances of record; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which Lewis County acquired title; and 2017-2018 school and village taxes, past due and present water and sewer rents and assessments.
5. Conveyance shall be by quit-claim deed only; containing a description of the property as it appeared on the tax roll for the year upon which the County acquired title. The quitclaim deed shall contain the following provision - "Nothing contained in any description herein is intended to convey more than the assessed owner owned at the time of the levy of the tax, the non-payment of which resulted in the tax sale".
6. The deed will be recorded by the County upon payment in full of the purchase price, buyer's premium and closing fees/costs. POSSESSION OF PROPERTY IS FORBIDDEN UNTIL THE DEED IS RECORDED WITH THE LEWIS COUNTY CLERK CONVEYING TITLE TO THE PURCHASER. TITLE VESTS AT THE RECORDING OF THE DEED. It is agreed between the County and the Purchaser that delivery and acceptance of the deed occurs upon recording of the deed.
7. The quit claim deed shall also state: "THE ABOVE—DESCRIBED PROPERTY IS HEREBY SOLD "AS IS – WHERE IS." NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE AS TO THE STATE OR CONDITION OF TITLE TO SAID PROPERTY. Furthermore, no officer, employee, or agent of the County is authorized to make any representation or warranty, express or implied, as to the state of title, physical condition, size, acreage, description or environmental status of this Property. This conveyance is delivered and received with the express condition that the County of Lewis shall in no event become liable for any defects in title arising from such sale, the proceedings leading thereto or for any cause whatsoever."
8. The closing costs/fees which the purchaser shall be required to pay shall consist of: (a) \$250.00 County Administration fee; (b) New York State Transfer Tax [\$2.00 for each \$500.00 of the purchase/bid price]; (c) filing Fee for the Real Property Transfer Report (RP-5217) of \$125.00 if the property is classified as agricultural, a 1-3 family dwelling, an apartment, or a condominium, and \$250.00 if the property is otherwise classified (vacant, commercial, entertainment, community service, industrial, public service, forest, etc.); (d) Fee for combined Gains Transfer Tax Affidavit [\$5.00]; (e) Lewis County Clerk Deed Recording Fee [\$50.00] (f) payment of all outstanding and unpaid taxes levied against the property subsequent (after) to the County's acquisition of title, together with interest and penalties thereon, as of the date of closing, (h) Title vests at recording of deed.
9. Purchaser shall provide information necessary to complete, and shall execute, the necessary forms and documents required for recording the deed in the County Clerk's Office, at the time of bidder registration. Auctioneer reserves the right to decline registration if identification is not sufficient. Individuals acting on behalf of others (including spouses), not in attendance at the auction, must produce a "Power of Attorney" duly executed and notarized, copy of driver's license and social security number to complete necessary forms. Incorporated entities (Inc., Corp., LLC, etc.) are required to provide AT REGISTRATION: 1) a copy of the state entity incorporation filing receipt, 2) EIN number and 3) a corporate resolution duly embossed with incorporation seal authorizing the registrant to purchase real property for said entity.
10. The Purchaser will immediately go to the contract table and execute a Contract of Sale and render the required deposit upon being declared the high bidder on each parcel.
11. All sales shall be final, absolute and without recourse, and in no event shall Lewis County and/or Absolute Auctions & Realty, Inc., be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, successors or assigns, against Lewis County and/or Absolute Auctions & Realty, Inc., arising from this sale.
12. Notice is hereby given that the premises being sold may lie within an Agricultural District as designated upon the tax map. It is the sole responsibility of any bidder to ascertain which specific parcel(s) is so designated and there sold subject to the provisions of law applicable thereto.
13. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom Lewis County foreclosed and has no intent to defraud Lewis County of the unpaid taxes, assessment, penalties and charges

which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom Lewis County foreclosed within 24 months subsequent to the auction date and, if such conveyance occurs, the purchaser understands that he/she may be found to have committed a fraud and /or intent to defraud and will be liable for any deficiency between the purchase price at the auction and such sums as may be owed to Lewis County as related to the foreclosure on the property and consents to immediate judgment by Lewis County for said amounts. In the event that a court order or judgment cancels a sale, pursuant to this policy, the successful bidder shall be entitled only to a refund of the purchase money paid without interest. Purchasers shall not be entitled to special or consequential damages nor attorney's fees or reimbursement for any expenses incurred as a result of ownership or improvement of the property.

14. Lewis County acquired title to these properties in accordance with Article 10 or Article 11, as the case may be, of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings; and/or as a result of forfeiture.
15. If a person owes any delinquent taxes to Lewis County, those delinquent taxes must be paid in full prior to registration at the auction. Failure to comply with this provision will be grounds for ineligibility to bid.
16. Anyone involved in the assessment process in the County of Lewis is prohibited from bidding on County delinquent tax property. This includes, but is not limited to, the following: Town Assessors, Town Board of Review members, Lewis County Treasurer, County Attorney, County Legislators, and County Real Property Tax Director.
17. No personal property is included in the sale of any of the parcels owned by Lewis County. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
18. All informational tools, such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. NEITHER LEWIS COUNTY, NOR ABSOLUTE AUCTIONS & REALTY, INC., THEIR RESPECTIVE AGENTS OR EMPLOYEES ARE AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE. ANY SUCH REPRESENTATION OR WARRANTY MADE IN VIOLATION OF THIS PROVISION SHALL BE VOID AND OF NO EFFECT.
19. The auctioneer's decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the preceding bid.
20. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
21. The successful purchaser on each auction parcel must remove the auction sign within seven (7) days of the auction.
22. The purchaser shall be solely responsible for the payment of all taxes levied against the property subsequent to the auction.
23. The purchaser may not assign his/her right to complete the sale. ALL DEEDS SHALL BE EXECUTED SOLELY IN THE NAME OF THE BIDDER (AND SPOUSE, IF REQUESTED) AS REGISTERED AT THE AUCTION.
24. The Enforcing Officer is hereby authorized to promulgate such other and further terms and conditions of sale/ rules of auction as he or she may deem necessary and appropriate, provided that such terms and conditions of sale are duly posted and available to all registered bidders on or before the starting time of the auction.
25. Bidder gives permission for Auctioneer and those acting pursuant to its authority to photograph, video tape, or use any other electronic method of recording my likeness and/or voice to be used at the Auctioneer's discretion in auction-related publications and/or websites.

Agricultural District Disclosure Notice

Notice is hereby given that the premises being sold may lie within an Agricultural District as designated upon the tax map. It is the sole responsibility of any bidder to ascertain which specific parcel(s) is so designated and sold subject to the provisions of law applicable thereto.

"It is the policy of this state and this community to conserve, protect and encourage the development and improvement of the 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 are not 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."

Important Disclaimers

Attention prospective bidders: The information set forth in this Bidder's Package is believed to be correct and complete. However, the seller, along with ABSOLUTE AUCTIONS & REALTY, Inc. make no warranties as to the accuracy and completeness of this information.

"Prior to the auction, prospective bidders should make such inspection and investigation as they deem appropriate. If you have not made a prudent inspection and investigation regarding the auction parcel(s), we ask that you DO NOT BID at today's auction."

COUNTY REAL PROPERTY TAX MAPS: These maps were prepared for Tax Administration purposes only. They are not intended to be used in the conveyance of property. There is no guarantee of accuracy or completeness. All information on these maps is subject to such variations and corrections as might result from an accurate instrument survey by a licensed surveyor.

ANNOUNCEMENTS MADE AT THE AUCTION SUPERSEDE ANY PREVIOUSLY PRINTED MATERIAL OR STATEMENTS MADE.

Notice: Upon being declared the successful high bidder, you must immediately go to the contract table, make your deposit, sign your Contract of Sale and closing documents. Please note that you can still bid on additional parcels from the contract table. Thank you.

The NYSAuctions.com Team

AGENCY DISCLOSURE



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

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.

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 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 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 may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

Absolute Auction & Realty, Inc.

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 to negotiate the purchase and sale of real estate. A sales agent works under the supervision

This form was provided to me by Susan A. Doyle (print name of licensee) of Absolute Auction & Realty, Inc. (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- Seller as a (check relationship below) Buyer as a (check relationship below)
- Seller's agent Buyer's agent
- Broker's agent Broker's agent
- Dual agent
- Dual agent with designated sales agent

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

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

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

(I) (We) _____ acknowledge receipt of a copy of this disclosure

form: signature of { } Buyer(s) and/or { } Seller(s):

 _____

Date: _____ 

Date: _____

LEAD PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Seller's Disclosure

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

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

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

 (d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

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

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or



(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Seller	Patty O'Brien, Lewis County Treasurer	Date	Seller	Date
				
Purchaser		Date	Purchaser	Date
Agent	Susan A. Doyle, Absolute Auction & Realty, Inc.	Date	Agent	Date

SAMPLE CONTRACT OF SALE



The NYSAuctions.com Team
 Pleasant Valley, NY 12569
 800-243-0061

Lewis County Tax Foreclosure Real Estate Auction

CONTRACT OF SALE and RECEIPT OF DEPOSIT

Purchaser: John Q. Public
 Address: 1 Main Street
 City: Anytown, NY 00000
 Phone: 800-243-0061

Bidder Number: 1
 Fed ID Number:

 Date: 5/10/17

I hereby agree to purchase the property known as Auction Property No: 5 located in the Town of Denmark, Tax Map No: 000000-0000 and agree to pay the bid price of \$50,000.00 plus the 11% Buyer's Premium of \$5,500.00 together with closing costs, school tax, and village tax, if applicable, for the said property on the terms contained in the TERMS AND CONDITIONS OF THE SALE, signed by and agreed to by me and made part of this contract.

It is understood and agreed that the conveyance will be by QUIT CLAIM DEED to be executed subsequent to receipt of all money due in accordance with the TERMS AND CONDITIONS OF SALE.

I have deposited with Lewis County Treasurer's Office the sum of \$11,100.00 as a down payment, to apply to the purchase price. Said down payment shall be returned to the PURCHASER forthwith upon notice by County of Lewis that this offer is not accepted. The deposit shall be forfeited as liquidated damages if the PURCHASER fails to comply with the TERMS AND CONDITIONS OF THE SALE as indicated therein.

Buyer: John Q. Public

Buyer:

 SS #

 SS #

Buyer:

Date	Amount	Type
5/10/17	\$11,100.00	Credit Card

 SS #

Receipt of \$11,100.00 deposit is hereby acknowledged.

By: _____
Lewis County Treasurer's Office

THE FOLLOWING IS FOR OFFICIAL USE ONLY--DO NOT COMPLETE

Seller:

The Foregoing offer is:

1. Accepted on _____
2. Rejected on _____

Lewis County Treasurer's Office
 7660 State Street
 Lowville, NY 13367
 PHONE: (315) 376-5325
 By: _____
 Patty O'Brien, Lewis County Treasurer

Recap:

Bid Price:	\$50,000.00
Buyers Premium:	\$5,500.00
Surcharge:	\$250.00
1.5% Advertising Fee (Based on Bid Amount):	\$750.00
School/City/Village Tax:	n/a
Town/County Tax:	n/a
NYS Transfer Tax:	\$200.00
Filing Fee - RP-5217:	\$125.00
County Clerk Fee:	\$55.00
SUB TOTAL:	\$56,880.00
Less Down Payment:	\$11,100.00
Balance Due by: June 9, 2017	
in cash or bank check:	\$45,780.00

Payable to Lewis County Treasurer. Time is of the essence.

SAMPLE CALCULATIONS OF DEPOSIT DUE AT AUCTION

CREDIT CARD, 11% Buyer's Premium:

Bid amount	\$10,000.00
11% Buyer's Premium	1,100.00
Total contract price:	\$11,100.00
Minimum of \$1,000 or 20% of total contract price (whichever is greater) due at auction:	\$2,220.00

Bid amount	\$800.00
11% Buyer's Premium	88.00
Total contract price:	\$888.00
Minimum of \$1,000 or 20% of total contract price (whichever is greater) due at auction (see below*):	\$1,000.00

CASH/BANK CHECK, 10% Buyer's Premium:

Bid amount	\$10,000.00
10% Buyer's Premium	1,000.00
Total contract price:	\$11,000.00
Minimum of \$1,000 or 20% of total contract price (whichever is greater) due at auction:	\$2,200.00

Bid amount	\$800.00
10% Buyer's Premium	80.00
Total contract price:	\$880.00
Minimum of \$1,000 or 20% of total contract price (whichever is greater) due at auction (see below*):	\$1,000.00

* If your total contract price falls under the minimum due of \$1,000, full payment at auction which will include closing costs and fees are due up to \$1,000. Closing costs may or may not include NYS Transfer tax, filing fee for Real Property Transfer Report, filing fee for combined Gains Transfer Tax Affidavit, County Clerk fee, County surcharge, advertising fee, current taxes due. All fees are outlined in the Terms & Conditions of the Auction.



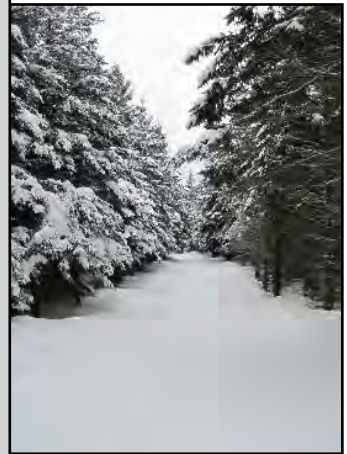
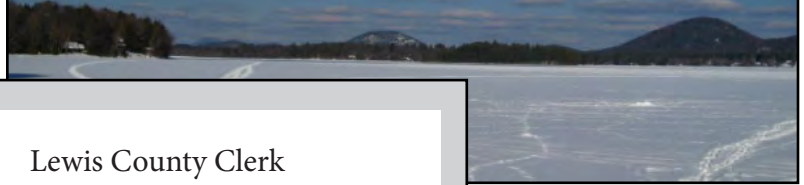
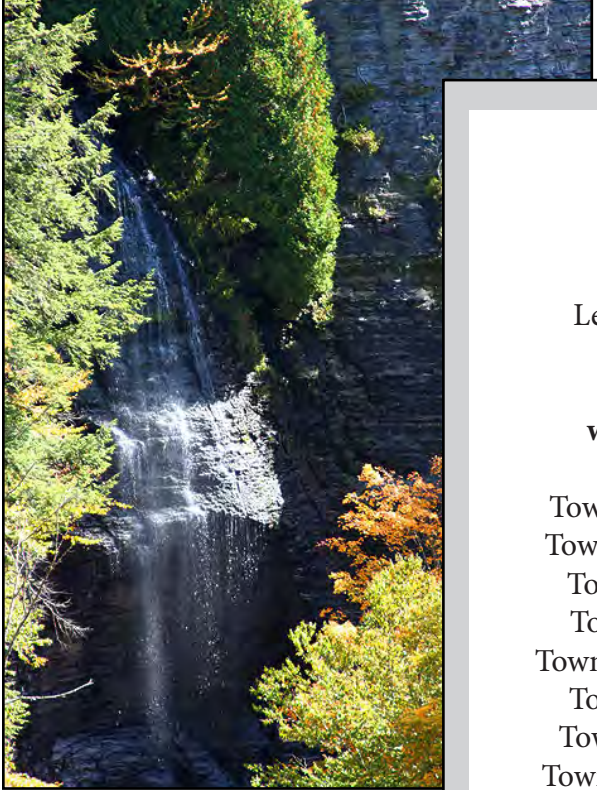
NYS Auctions.com





Lewis County, NY

Towns & Villages



Lewis County Clerk
(315) 376-5333

Lewis County Treasurer
(315) 376-5325

Lewis County Real Property
(315) 376-5337

www.LewisCountyny.org

- Town of Croghan 315-346-1212
- Town of Denmark 315-493-3846
- Town of Diana 315-543-0030
- Town of Greig 315-348-8272
- Town of Harrisburg 315-688-4193
- Town of Lewis 315-358-0001
- Town of Leyden 315-348-8195
- Town of Lyonsdale 315-348-8249
- Town of Martinsburg 315-376-2299
- Town of Montage 315-376-3250
- Town of New Breman 315-376-2641
- Town of Osceola 315-599-7776
- Town of Pinckney 315-408-5032
- Town of Turin 315-348-8708
- Town of Watson 315-376-3627
- Town of West Turin 315-397-2723

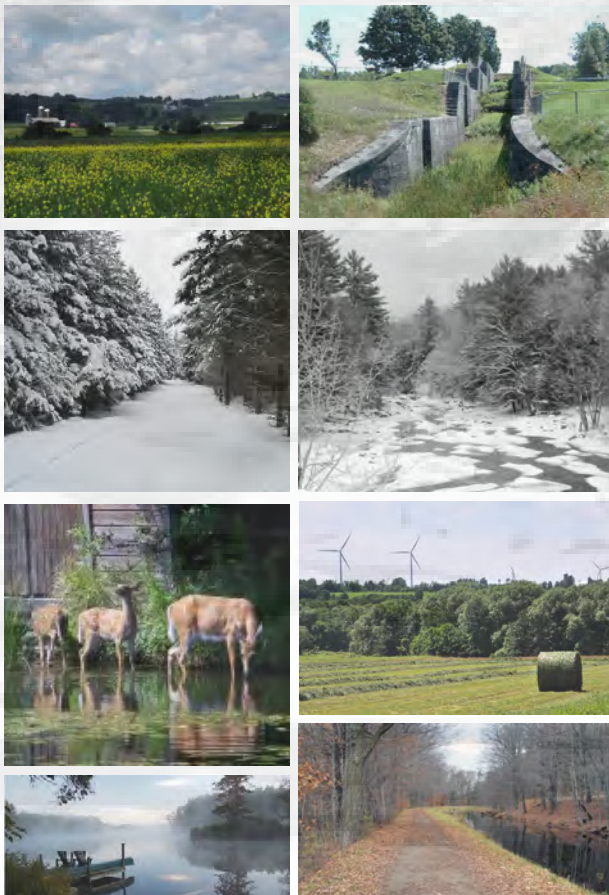
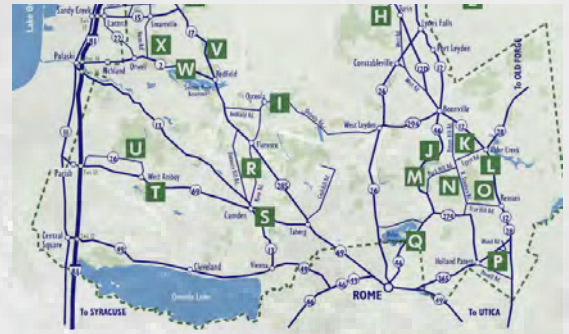
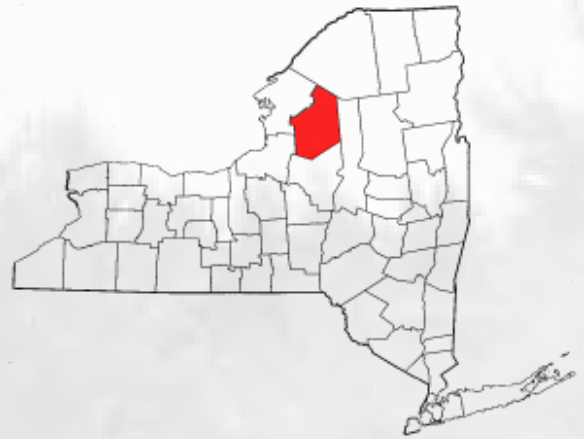
- Village of Castorland 315-376-3895
- Village of Constableville 315-397-8063
- Village of Copehagen 315-688-4229
- Village of Croghan 315-346-6950
- Village of Harrisville 315-543-2215
- Village of Lyonsfalls 315-348-5081
- Village of Port Leyden 315-348-8613
- Village of Turin 315-348-8838
- Village of Lowville 315-376-2834

Welcome to Lewis County the Adirondacks Tug Hill Region!

Lewis County is one of two counties in New York categorized “rural,” with nearly 20% of the land being used for agriculture. They are proud to claim that there are more cows in Lewis County than people—over 28,000 cows and approximately 27,000 people—and this has probably been true for a long, long time. The area also accounts for 13% of the maple syrup produced in New York State—nearly 29,000 gallons!

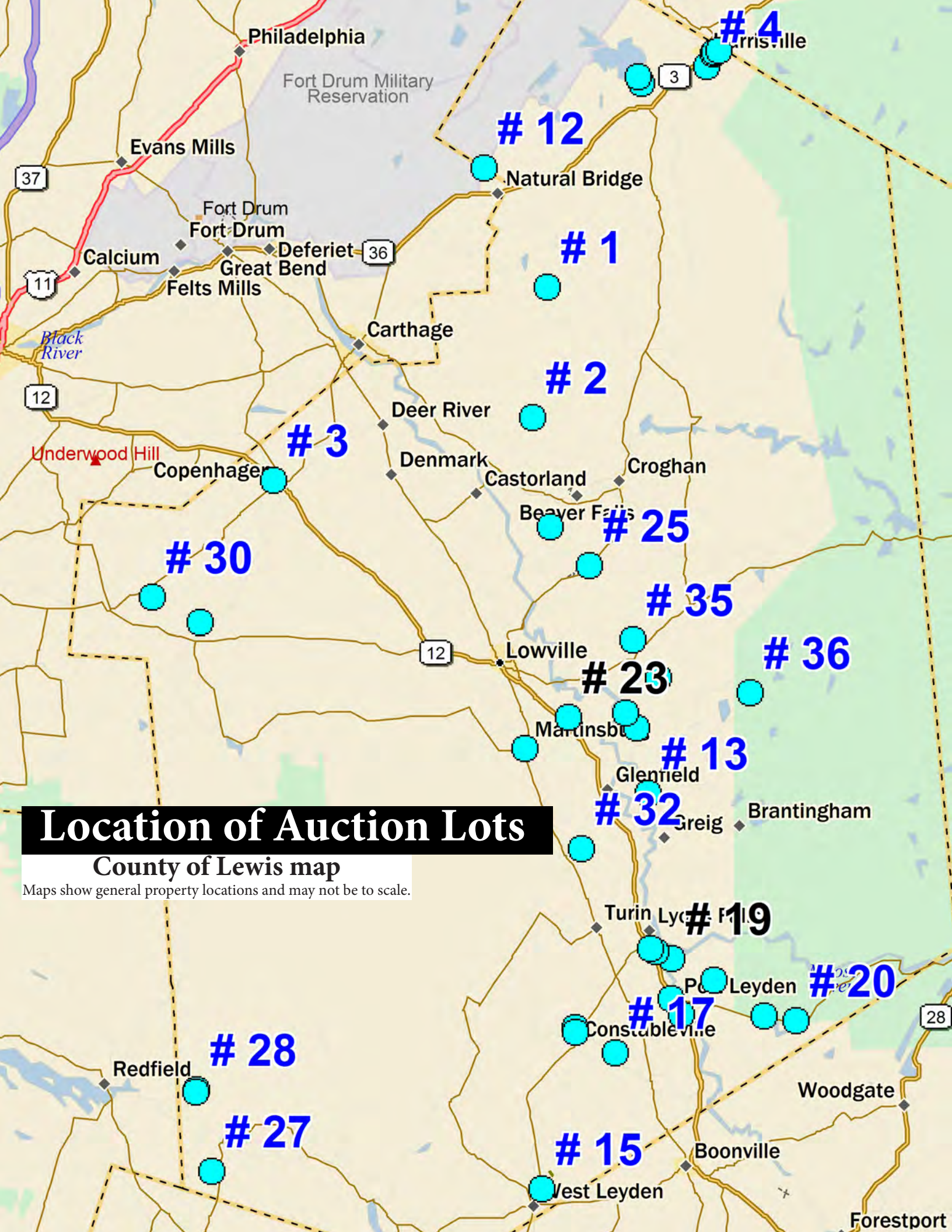
Lewis County has unique geography. In a drive of 30 miles you can travel from the Tug Hill Plateau, home of the greatest snow fall in the eastern United States, through the Black River Valley’s fertile farm lands, and into the western edge of the Adirondack Mountains. In a short drive you will find over 500 miles of snowmobile trails, the only permitted ATV trail system in the state, and ample places to ski, horse-back ride, bike, canoe, kayak, fish, and hunt. We invite you to stray a little from the beaten path and visit us here in the Adirondacks Tug Hill Region.

Averaging about 200 inches of snow annually, Lewis County is the place for winter enthusiasts! This is snowmobile paradise as there are over 600 miles of trails. Lake-effect snowstorms cover this area in a canvas of white, waiting to capture the traces of your winter adventure. The American Maple Museum in downtown Croghan conducts demonstrations of techniques used to produce this syrup.



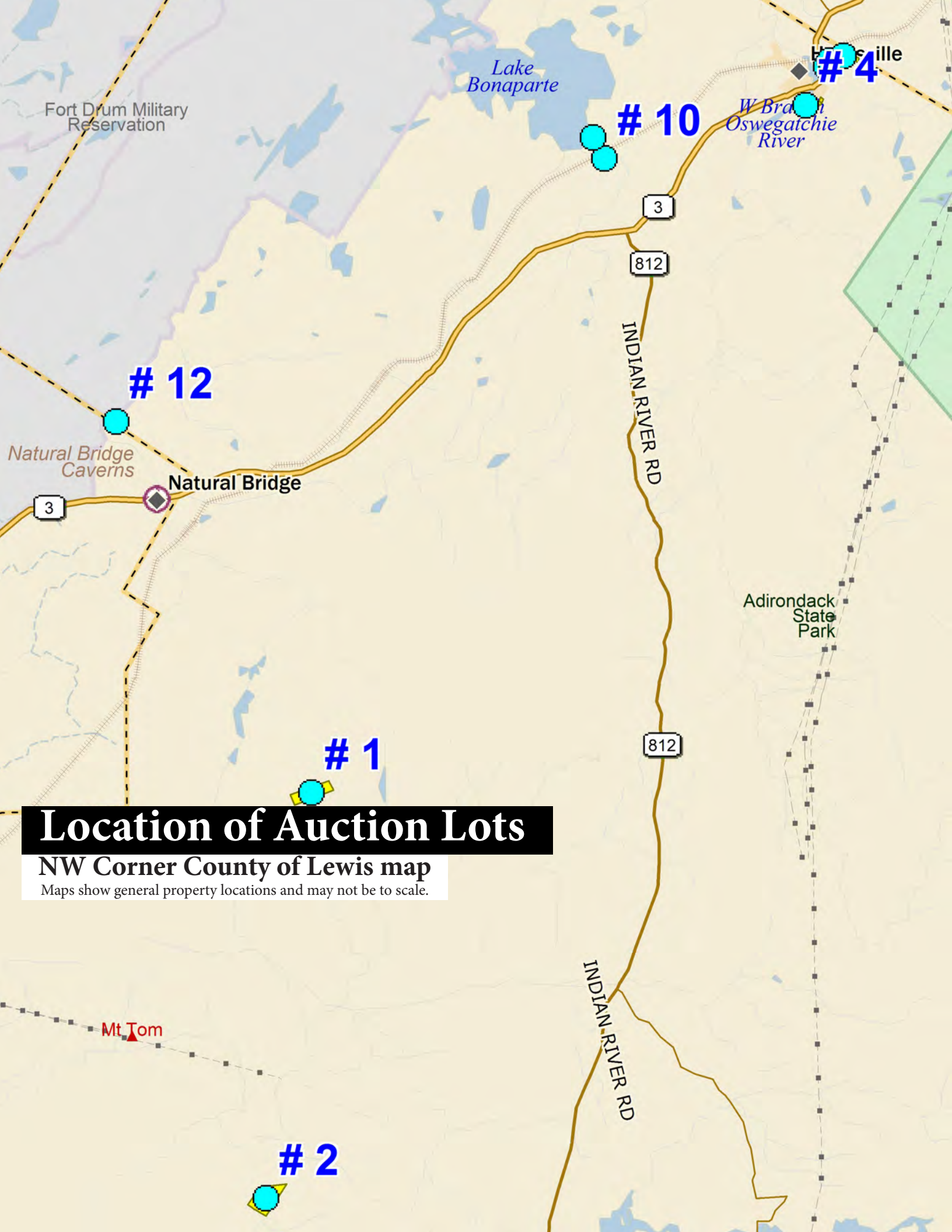
Beyond the wet muddy springs are warm, breezy summers, and crisp, fresh autumns— making Lewis County a great place to ride! Hundreds of miles of trails and off-season roads offer a different terrain for every preference. Many businesses located along the trails cater to the ATV enthusiast.

With more than 175,000 acres of public land within its borders, a long hunting season stretching from October to December, and a mix of woodlands and open fields, Lewis County is a good bet for big bucks. Black powder, archery, and regular seasons all offer a nice chance for hunters to enjoy the Adirondack fall beauty. The number of deer in the Northern Zone is less than in the Southern Zone because of range quality and winter severity conditions. On the other hand, hunting pressure is light, so that only about 30 percent of the bucks are taken during the entire season. Translated into opportunity, this means that, unlike the Southern Zone hunting, your chances of success are equally good throughout any week of the season. And if you are looking for big racks, the more remote sections are your best choice. The lower rate of buck harvest results in an overall older age of bucks living in the county. Thus, many of the older males have trophy antlers.



Location of Auction Lots

County of Lewis map
 Maps show general property locations and may not be to scale.



Location of Auction Lots

NW Corner County of Lewis map

Maps show general property locations and may not be to scale.

12

10

4

1

2

Fort Drum Military Reservation

Lake Bonaparte

W Branch Oswegatchie River

Natural Bridge Caverns

Natural Bridge

Adirondack State Park

Mt Tom

INDIAN RIVER RD

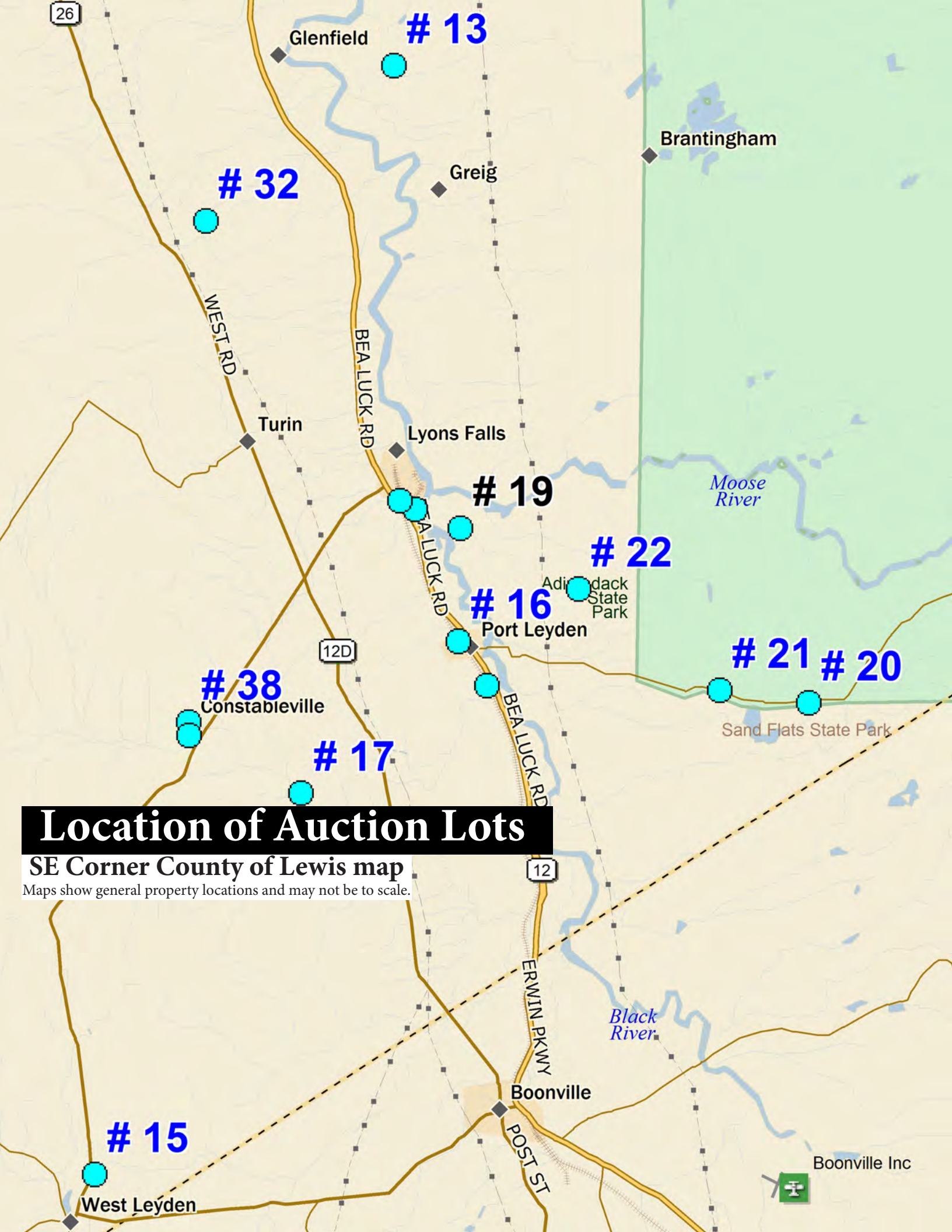
INDIAN RIVER RD

3

812

812

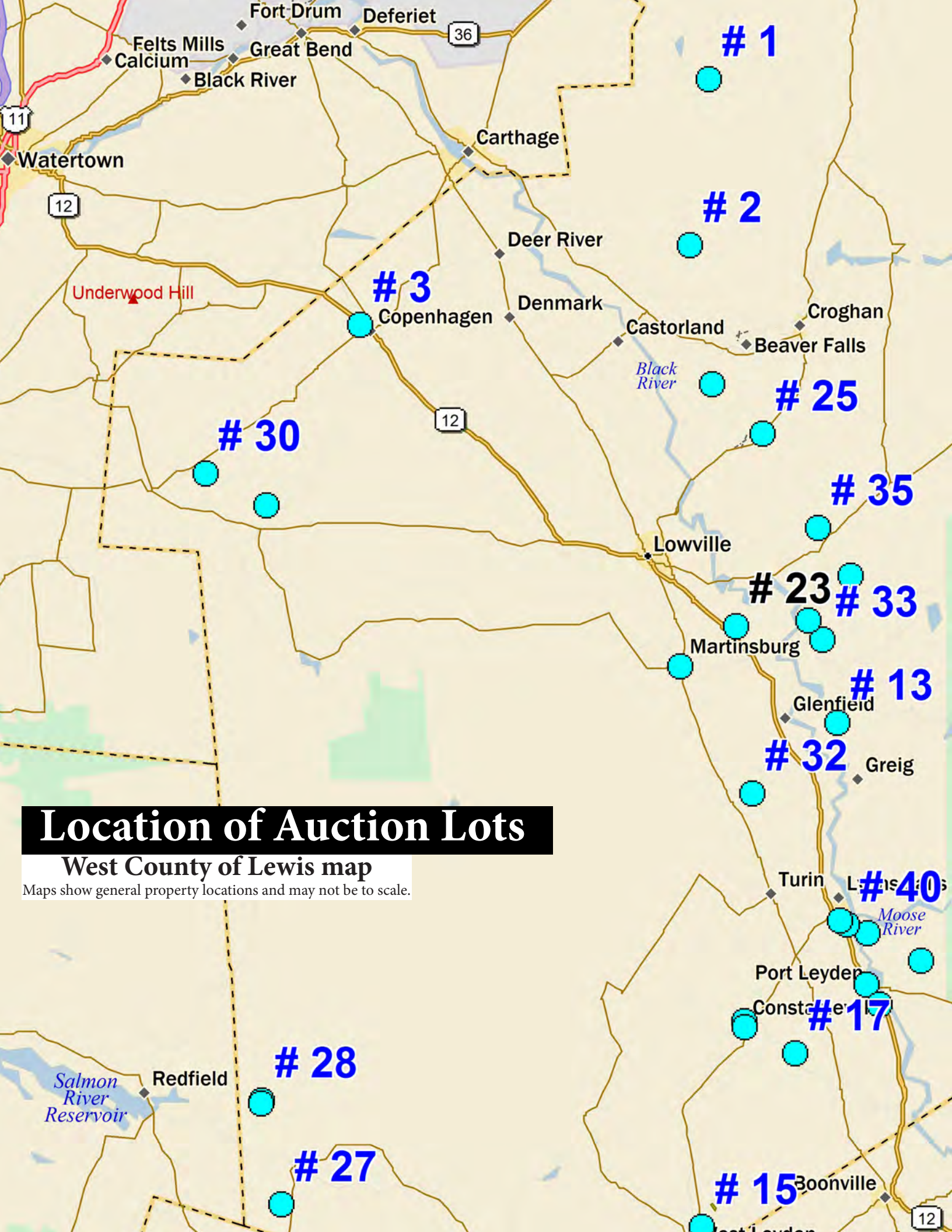
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Location of Auction Lots

SE Corner County of Lewis map

Maps show general property locations and may not be to scale.



Location of Auction Lots

West County of Lewis map
Maps show general property locations and may not be to scale.

Auction Information:

EARLY REGISTRATION

Monday, May 8 from 6-7:00PM

BIDDER'S SEMINAR

Monday, May 8 @ 7PM
Elk's Club Lodge #1605, 5600 Shady Ave.,
Lowville, NY 13367

This seminar is highly recommended to first time auction attendees.

SHOWING SCHEDULE

Improved, unoccupied properties are shown before the auction. See showing schedule posted to NYSAuctions.com. You agree by attending that you are "inspecting at your own risk" and will not hold the County or the auction company liable in any way.

Do not bring small children or pets.

Bidding Online?

*Live simulcast - Hear Auctioneer
and see bid increments!*

1. Download "Internet Bidding packet" and complete forms as required.
2. Create online account.
3. Visa, MasterCard and Discover downpayment.

Property Information

All property information; Highway Location Maps, Real Property Tax Service (RPS) Pages, Deed Copies, Extra Photos & more are here *FREE*:

NYSAuctions.com

**Going MOBILE?
Use GOOGLE to
locate a parcel:**



- Go to www.NYSAuctions.com
- Click auction parcel number
- A GOOGLE map appears at the bottom of with a location "pin."
- Tap "pin" and GOOGLE Maps will open on your phone or tablet - FREE!

Selling "Together-as-1"

Sometimes, we sell TWO (2) or more adjoining properties together -- all for one price. If you are the highest bidder, you will get all parcels for one bid amount.

NOTE: When adjoining parcels are in separate towns and we are offering the "Choice" or "Together As-1" buying opportunity, the grouping will be sold at the highest lot number appearing in the catalog for that group. Example: "Lot 21 and Lot 68" will be sold when the auction gets to lot number 68. Watch the auction day slideshow for additional announcements.

Selling "Choice"

Usually, properties are sold one at a time in numerical order, but sometimes it makes more sense to give people a "choice," especially with adjoining parcels. If so then:

1. Two or more properties are placed on the auction block at the same time.
2. The high-bidder has earned the right of "choice," and selects which parcel they want or even how many they want. (Useful when there are several adjacent lots)
3. If the highest-bidder says, "I want both parcels" then that purchaser would buy both of these separate parcels and pay TWICE their bid amount. (For example, if they bid \$8,000.00, the transaction would be recorded as $\$8,000 \times 2 = \$16,000$ total).
4. If the highest-bidder only wants 1 of the parcels, they would simply pick which one they wanted and pay \$8,000.
5. We will review "Choice" and "As-1" at the event.



FIRST CLASS MAIL

AUCTIONS & REALTY, INC.
PO Box 1739
Pleasant Valley, NY 12569

TIME DATED AUCTION NOTICE

Lewis County Properties
Lots, acreage, camps, homes & commercial properties

REAL ESTATE AUCTIONS

Please visit our web site at www.NYSAuctions.com to view our list of upcoming auctions, this auction brochure, Property Information Packages and updated auction information.

Mark the date!



Lewis County



Orleans County



Clinton County
City of Plattsburgh



Sullivan County



Fulton County
Hamilton County



Essex County



Otsego County



Madison County



Greene County



Dutchess County

Auction dates to be announced: Franklin, City of Amsterdam, City of Peekskill, Orange & more

NYSAuctions.com