

**COUNTY OF WAYNE REAL PROPERTY AUCTION SALE**  
**Lyons High School Auditorium, 10 Clyde Rd., Lyons, NY**  
**June 13, 2018 at 6:00 p.m.**

**TERMS AND CONDITIONS OF SALE**

1. The property offered for sale has been acquired by the County of Wayne (hereinafter referred to as the "**County**") by Court Order pursuant to the provisions of Title 3, Article 11 of the Real Property Tax Law of the State of New York.
2. All potential Bidders/Buyers must provide acceptable photo identification for issuance of a bid number.
3. All Bidders/Buyers must register for this auction and hold a bid number.
4. Former owners will not be allowed to bid on their properties. No third parties shall be allowed to bid on behalf of a former owner.
5. 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 the County Foreclosed tax liens and has no intent to defraud the 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, transfer, or assign the property to the former owner(s) against whom the County foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she will be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as were owed to the County for unpaid taxes prior to the tax lien foreclosure on the property and consents to immediate judgment by the County for said amounts in addition to reasonable attorneys fees and expenses.
6. ***NO PERSON OR ORGANIZATION CAN BID ON PROPERTIES AT THE AUCTION IF THEY, OR A CORPORATION OR COMPANY THEY ARE AFFILIATED WITH, OWE PROPERTY TAXES (CURRENT YEAR OR PRIOR YEAR) TO THE COUNTY. ALL SUCH TAX LIABILITIES MUST BE PAID PRIOR TO THE AUCTION IN ORDER TO BID AT THE AUCTION. Previously defaulting parties (i.e. parties who have a property tax installment contract or have failed to pay taxes for prior tax years) are not allowed to bid until 18 months after the default is cured.*** Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid without exceptions.
7. 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.

8. The property will be conveyed by the County to the purchaser by quit-claim deed, containing a description of the property as it appeared on the tax roll for the year upon which the County acquired title or as corrected up to date of deed. The deed will be recorded by the County upon payment in full of the purchase price and all closing fees/costs. ***POSSESSION OF PROPERTY IS FORBIDDEN UNTIL THE DEED IS RECORDED WITH THE WAYNE 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, which shall constitute the transfer of legal title of the premises to the buyer.
9. Deeds shall convey title only to the person identified as the successful bidder whose bid has been accepted by the Board of Supervisors, along with the successful bidder's spouse, if so desired. No deed shall be executed to convey title in the name of anyone other than the successful bidder, and bidder's spouse, if so desired.
10. The County will not furnish an abstract of title or an instrument survey map.
11. **The County does not make any representations or warranties, expressed or implied,** (a) concerning the quality or the condition of the title to the property, or the validity or marketability of such title; the ownership of any improvements on the property; the condition of the property and any improvements thereon or its fitness for any use; or the accuracy of the property description on the tax roll or in the notice of sale or any other advertisement of sale furnished by the County; or (b) that the property or any improvements thereon presently comply with building or zoning codes, or with any state or local laws or regulations. Any information concerning the property furnished by the County or any of its officers, employees, or agents shall not be deemed to include any such representations or warranties. Any promotional tools such as photographic slides, tax maps, written or verbal descriptions, etc. are for informational purposes only.
12. Any successful bidder, who fails to tender the deposit to the Treasurer at the end of the auction, will be forbidden to participate in this or any other auction for a time period of 18 months. Any parcels which the County of Wayne Treasurer did not receive deposits for by the end of the auction will be considered defaulted. If a purchaser fails to close on the parcel(s) that he/she bids on at the auction, he/she will be prohibited from participating at future auctions held for the County of Wayne for a time period of 18 months.
13. The purchaser shall accept the property and any improvements thereon in "as is" condition with the understanding that the County makes no representation as to ownership or responsibility for any personal property located on the real property. The disposition of any personal property located on any parcel sold at auction shall be the sole responsibility of the successful purchaser following the closing of sale.

14. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
15. The sale of the property is made **subject to** (a) Village, Town, New York State and Federal claims for taxes, liens or other encumbrances, and (b) all easements or rights-of-way which were in existence at the time of the levy of the tax the non-payment of which resulted in the tax deed to the County.
16. The County will convey the property free and clear of **County** tax liens accrued on or before January 1, 2018.
17. **The purchaser will pay all of the following taxes and charges, including all interest and penalties if applicable:**
  - **2018 Village Tax; current water, sewer, other special district charges, demolition charges, and any service charges levied and/or relieved against property by a Municipality - INCLUDING ANY APPLICABLE INTEREST AND PENALTIES**
  - **Federal and/or State taxes, liens and encumbrances of record**
  - **2018-2019 School Tax**
  - **2019 Town Tax & County Tax which may include re-levied village or school taxes**
  - **In order to avoid future delinquent charges, the new owner should immediately advise all tax collectors of the new ownership, and the address where future tax bills are to be mailed.**
18. All bids are subject to and contingent upon approval and acceptance by the Wayne County Board of Supervisors. The County reserves the right to sell to the second highest bidder if Purchaser defaults.
19. The Board of Supervisors reserves the right to accept or reject any or all bids, or to withdraw any parcel from the sale at any time prior to delivery of the deed to the purchaser.
20. In the event that a sale is cancelled by Court Order or judgment or by the Wayne County Board of Supervisors, the successful bidder shall be entitled only to a refund of the purchase money. Purchaser shall not be entitled to special or consequential damages, attorney fees, reimbursement for any expenses incurred as a result of ownership or improvements of the property, nor for taxes paid during the period of ownership.
21. The purchaser shall pay full payment immediately at “Knockdown” (when the Auctioneer says “sold”) for any properties sold in the amount of \$2,000 or less.
22. Regarding any properties sold for more than \$2,000, the amount of \$2,000 plus 10% of the amount over \$2,000 must be paid immediately at “Knockdown”. **All successful bidders must have the requisite funds ready and available to them at the time of “Knockdown” at the**

conclusion of the auction. County staff will not wait for funds to be delivered to successful bidders to conclude settlement at the end of the auction.

23. All sales shall be final, absolute and without recourse, and in no event shall the County 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 the County arising from this sale.
24. 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 thereby sold subject to the provisions of law applicable thereto.
25. **All bids are subject to acceptance by the Wayne County Board of Supervisors. The purchaser's bid will be submitted to the Board of Supervisors on JUNE 19, 2018. IT SHALL BE THE PURCHASER'S RESPONSIBILITY TO CONTACT THE COUNTY REAL PROPERTY TAX SERVICE AGENCY (315-946-5927) ON OR AFTER JUNE 20, 2018 TO DETERMINE WHETHER THE BID WAS ACCEPTED OR REJECTED BY THE BOARD OF SUPERVISORS.**
26. A personal check or cash may be used the night of the auction for down payment.
27. **The purchaser must pay the balance of the purchase price (paid in cash or by certified check, bank check or money order payable to the Wayne County Treasurer) together with the necessary recording taxes and fees (paid in cash or check payable to the Wayne County Clerk) to the County Attorneys office not later than 3PM on July 20, 2018. Upon receipt of such payments, the deed will be recorded in the County Clerk's Office and mailed to the purchaser upon completion of the recording process. 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. IF THE PURCHASER FAILS TO MAKE SUCH PAYMENTS ON OR BEFORE JULY 20, 2018, THE SALE SHALL BE DEEMED CANCELLED, THE COUNTY SHALL NOT BE OBLIGATED TO CONVEY THE PROPERTY TO THE PURCHASER AND THE PURCHASER'S DEPOSIT SHALL BE RETAINED BY THE COUNTY AS LIQUIDATED DAMAGES.**
28. The purchaser shall execute a Memorandum of Purchase at the time and place of the auction sale agreeing to purchase the property subject to the terms and conditions of sale prescribed by the County.

**MEMORANDUM OF PURCHASE**

I, \_\_\_\_\_, agree to purchase the property identified as  
(print name)

Tax Map # \_\_\_\_\_,

Town of \_\_\_\_\_, subject to the terms and conditions of sale set forth  
above, for the purchase price of \$\_\_\_\_\_.

Dated: June 13, 2018

Name: \_\_\_\_\_ (Signature)

Social Security No.: \_\_\_\_\_

Telephone: \_\_\_\_\_

Residence Address:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

**GRANTEE DESIGNATION IN DEED:**

\_\_\_\_\_  
Name Soc. Security #

Residence Address

\_\_\_\_\_  
Name Soc. Security #

Residence Address

\_\_\_\_\_