Purchase Offer for 52 Brookdale Road

When signed, this document becomes a binding contract. We recommend that the buyer consult an attorney before bidding, since no changes or contingencies to this contract will be accepted. The only items added to this contract at the time of signing shall be the purchase price, acknowledgments, and the parties' signatures. You must either show this purchase offer to an attorney prior to bidding and obtain written attorney approval submitted to Danielle Windus Cook Properties, LLC/William Kent Inc., herewith, or elect to waive attorney approval.

I agree to purchase the following property situated in the Village of Brockport , County of Monroe, State of New York, known and described as 52 Brookdale Road. Tax map # 069.170-0002- 019 & 020. **The property sells as per instrument survey.**.

Property consists of 185' x 163' together with a ranch style home w/ detached storage shed now thereon, and including all heating, lighting and plumbing fixtures, shades, screens, storm doors and windows and all other appurtenances now in and belonging to the above described property.

Purchase Price $ _____.

Terms: All cash at time of closing. **Possession to be given at time of closing.**

The purchaser understands that the Buyer's Premium is due and earned at the time of the auction and execution of this contract and portion of the deposit money may be used by the broker to pay the premium at the time of execution of this contract.

Property sells in "as is" condition, without acceptance of any contingencies. Compliance with governmental regulations shall be the responsibility of the Purchaser. Minor fence encroachments of one foot or less on all properties except waterfront, shall not adversely affect Marketability of Title. Purchaser hereby agrees to accept title to property subject to said encroachment. Provided, however, said fence is not in violation of any Restrictive Covenant, Easement, Agreement, or Right of Way of Record, nor does it impair or restrict access to or from public or private Right of Way.

The purchase offer was prepared under the supervision of the Seller's Attorney. It has been posted and passed out at open houses.

Seller to furnish an **warranty deed**, tax and title searches to time of transfer showing good marketable title, free of liens and encumbrances, except as above specified, and subject to utility pole, pole and wire easements and Restrictive Covenants of Record running with the land or in common to the tract or subdivision.

Taxes, interest, insurance, rents, oil, and water to be adjusted to the date of transfer. Any bond or mortgage given shall contain the statutory clauses as to interest, principal, insurance, tax assessments, upon default of thirty days. Buyer to pay mortgage tax and recording fee. Uniform Purchaser's Vendor's Risk Act shall apply.

If Buyer raises a written objection to Seller's title to the property, which, if valid, would make the title to the property unmarketable, Seller shall have a right to cancel this contract by giving written notice of cancellation to Buyer, and by returning deposit to Buyer. However, if Seller is able to correct the problem to which Buyer objects prior to the closing date, or if Seller is able to obtain a commitment for title insurance from a local company and is willing to pay the price of such title insurance to insure Buyer's interest or the interest of any lender granting a mortgage to Buyer for the purchase of the property, then the contract shall continue in force. Buyer's Attorney is to have tax and title searches for examination at least three days before closing.

Transfer to be completed at the office of the Monroe County Clerk, ,Rochester, New York, on or about the 26th day of August 2013. If the Buyer of this property chooses to go to any Lender for financing, the suggested closing date is still to be adhered to , and any repairs, or other tests, certifications or permits required by that Lender will become the Buyer's responsibility. The offer is good until July 16th , 2013.

Buyer has previously made deposit arrangements in writing acceptable to Danielle Windus-Cook Properties, LLC/ William Kent Inc., or **Buyer herewith deposits $ 9,000** of the above purchase price with Danielle Windus-Cook Properties, LLC/William Kent Inc., to be held in their Escrow Account to be returned if this contract thereafter fails to close for any reason not the fault of the Buyer. If Buyer fails to complete their part of this contract, Buyer shall forfeit the deposit and the Seller may also pursue other legal rights against the Buyer, including a law suit for any real estate brokerage commission paid by the Seller. Danielle Windus-Cook Properties, LLC/William Kent Inc. will inform the Buyer into which Bank Escrow Account the deposit will be held.

_____ Seller's initial/s **_____ Buyer's initials**

ATTORNEY APPROVAL OR WAIVE APPROVAL

( ) We have shown this Purchase Offer to our Attorney prior to bidding and have filed his or her written approval with Danielle Windus-Cook Properties, LLC/William Kent Inc. _____ (Buyers Initials) _____ (Witness Initials)
( ) We have elected to waive our Attorney's approval. _____ (Buyers Initials) _____ (Witness Initials)

Date: _____ Buyer: _____ (L.S.)

Witness: _____ Buyer: _____(L.S.)

Acceptance

I hereby accept the above offer and agree to sell on the terms and conditions set forth and pay Danielle Windus-Cook Properties,LLC/William Kent Inc., advertising expenses and deposit here may be applied thereon.

Date: _____ Seller: _____ (L.S.)

Witness: _____ Seller: _____ (L.S.)

Administrative Information

Property Address:52 Brookdale Road, NY

Seller: James M., Rachel E,. & Christopher Gale
Address: 52 Brookdale Road
City//Town: Brockport, New York 14420
Phone: 1-919-600-3936
Email: happylife12000@yahoo.com

Buyer:_____
Address:_____
City/Town:_____
Phone:_____
Email:_____

Attorney:;Roy Heise
Street: 109 Main Street
City//Town: Brockport, New York 14420
Phone: 585-637-3911
Fax: 585-637-7546
Email: chertzlin@khjlawcom

Attorney:_____
Street:_____
City/Town:_____
Phone:_____
Fax:_____
Email:_____

Listing Broker: Danielle Windus Cook Prop. LLC
Street: One Park Avenue
City//Town: Brockport, NY 14420
Phone: 585-395-9574 Fax: 585-395-0043
Listing agent: Robert Muesebeck
Phone: 585-395-9574
Fax: 585-395-0043 Cell: 585-738-8265
Email: rmuesey@frontiernet.net
ID#: 7091

Selling Broker_____
Street_____
City/Town_____
Phone: _____
Selling Agent_____
Phone_____
Fax_____ Cell_____
Email:_____
ID#_____