

ANNOUNCEMENTS for DOUG & KELLY MALOY REAL ESTATE AUCTION

1. **Property sells in “as is” condition without acceptance of any contingencies.** Compliance with any government regulations will be the responsibility of the purchaser. Also included in the sale are: Kitchen stove and refrigerator. Fixtures and appliances, if any, are sold in “as is” condition. Seller makes no representations, or warranties, expressed or implied regarding the same. **Property sells as per instrument survey dated January 14, 1988.** The Seller shall not provide a new instrument survey. If Buyer desires a new instrument survey, it shall be provided solely at the expense of the Buyer.
2. This property transfers with a warranty deed.
3. **Closing and possession to be on or about October 1, 2010.** 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, survey, septic or other tests, certifications or permits required by that lender will become the Buyer’s responsibility.
4. Property sells subject to immediate confirmation up to \$ 75,000. At \$ 75,000 or above, it sells to the highest bidder.
5. A ten percent (10%) Buyer’s premium will be added to the top bid on the real estate.
6. Upon acceptance of the highest bid, **a deposit of \$ 9,000 will be immediately required in cash, cashier’s check or a check acceptable to Danielle Windus Cook Properties, LLC/William Kent Inc., by prior written arrangement.** Said deposit to be held in William Kent’s , Escrow Account. The deposit is non-refundable in case of default or breach of contract on the part of the Buyer. In the event the property fails to close due to NO fault of the buyer, the deposit will be returned to the Buyer.
7. **TERMS:** All cash at the time of closing. A mortgage may be available to parties who qualify prior to the auction. See attached sheet for possible Mortgage products, under the heading of MORTGAGE TERMS. **Prior to the sale, interested parties and potential Purchasers are encouraged to contact any Lender with whom they have a business relationship. The Lender named in this brochure is prepared to adhere to the suggested closing dates for qualified parties who contact them prior to the auction.**
8. Bidding and conduct of the sale are at the discretion of the auctioneer, William Kent inc., and all of their agents or employees that are acting as an agent for the seller.
9. If there are any inconsistencies between published statements and announcements today, the announcements shall prevail. At his discretion, the auctioneer may take intermissions to confirm bidder’s qualifications and allow bidders the opportunity to fully consider their position.
10. This Purchase Offer Contract has been approved as to form by the Seller’s Attorney. Before bidding, we recommend the Buyer have his or her Attorney review the Purchase Offer Contract.
11. Copies of the Purchase Offer have been posted and passed out at open houses and are available at the office of Danielle Windus Cook Properties, LLC. or William Kent, Inc.
12. **WHEN SIGNED, THE PURCHASE OFFER 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 Purchase Offer Contract at the time of closing shall be the purchase price, acknowledgements, and the Parties signatures. You must either show this Purchase Offer Contract to an Attorney prior to bidding and obtain his or her written approval letter with Danielle Windus Cook Properties, LLC and William Kent Inc. at the time of Bidder Registration, or you must elect to waive Attorney approval.

13. Section 310 of N.Y.S. Agricultural and Market Law states that: "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 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 that farming activities may include, but are not limited to, activities that may cause noise, dust, or odor.
14. Any flagging on this property does not necessarily represent the actual boundary lines, but are believed to be fairly accurate.
15. The Buyers of this property should immediately apply for property insurance in order to accommodate the above closing date.
16. Any personal property remaining on the property following the auction or at the time of closing becomes the property of the buyer.
17. **To potential bidders – on action day all interested parties must fill out a buyer's certificate in order to bid. We reserve the right to only accept bids from registered bidders.**

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