

ANNOUNCEMENTS for SPENCERPORT REAL ESTATE AUCTION

All properties sell 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: 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 Erie View Landing sub- division, dated 11/2/06.** 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.

1. All properties transfer with a **WARRANTY deeds.**
2. **Closing and possession to be on or about August 17, 2012.** 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, or other tests, certifications or permits required by that lender will become the Buyer's responsibility.
3. Parcel # 1 sells subject to immediate confirmation up to **\$ 150,000.** At **\$150,000** or above, it sells to the highest bidder. Parcels #2 & #3 sell subject to immediate confirmation up to **\$ 50,000.** At **\$ 50,000** or above it sells to the highest bidder.
4. A ten percent (10%) Buyer's premium will be added to the top bid on the real estate.
5. Upon acceptance of the highest bid, **a deposit of \$ 20,000 will be immediately required on Parcel #1 & \$ 10,000 on parcels # 2 & #3 in cash, cashier's check or a check acceptable to Danielle Windus Cook Properties, LLC/William Kent Inc.** Said deposit to be held in William Kent Inc., 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.
6. **TERMS:** All cash at the time of closing.
7. 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.
8. 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.
9. 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.
10. Copies of the Purchase Offer have been posted and passed out at open houses and are available at the offices of Danielle Windus Cook Properties, LLC. or William Kent, Inc.
11. **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.

12. The Buyers of this property should immediately apply for property insurance in order to accommodate the above closing date.
13. Any personal property remaining on the property following the auction or at the time of closing becomes the property of the buyer.
14. **To potential bidders – on auction 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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