

**Real and Personal Property Auction**  
**Three story older style home located in Newark, NY**  
**Saturday, October 28, 2017 @ 12:00 a.m. \* preview begins at 11:00 a.m.**  
**111 Grant Street, Newark, NY 14513 (Wayne County)**  
**Auction for the Estate of Dr. Edward J. Diamond**

**Open House:** Tuesday, October 24th from 4:30-5:30pm and 1 hour prior to auction.

**Real Estate:**

Structurally sound three story old style home with basement. Built in 1896. The property has approximately 3,500 square feet of living space on .47 acres with tons of upgrades and improvements. There is 3.5 baths and 4 bedrooms. Additionally, this well kept turn key property is centrally located in Newark, NY minutes away from all necessities.

**Outside:**

- nice well kept lot with private backyard
- asphalt driveway
- open circular front porch with stone pillars
- aluminum siding
- 2 bay garage
- stone patio at rear
- mature trees along with mature bushes
- gutter around entire house
- handicap ramp on front porch

**Property Information**

- Tax Map # = 68110-06-362839
- Built in 1896 (updated and added on)
- 3,500 square feet of living area
- Total assessed at \$142,000
- Property class: one family res
- Newark Central School District
- 2016 Taxes paid (town/county/school/village)= ~\$6,703.76
- 2004 50 gallon State Select H2O heater
- Weil and McLain boiler (annually serviced)
- some electric baseboard heat
- 200 AMP electric
- .47 Acres
- Public sewer and water
- Utilities= gas and electric
- heat natural gas fuel
- 3.5 baths
- 4 bedrooms
- Building style: old style

**Standard Real Estate Auction Terms:** 10% Buyer's Premium added to final bid to equal the Total Purchase Price. 20% down on day of auction, with the remainder due at closing within 30-45 days. Time is of the essence. Executor's Deed.. Property sells "As Is, Where Is". All tests and inspections must be done prior to auction day. All statements at auction take precedence over any printed material. Real Estate to be sold free and clear with NO liens, NO back mortgages, and NO back taxes owed! Auctioneer agency represents only the sellers. Lead paint may exist.

Another professional auction conducted by.....

**Z and R Auction Co.**  
**NYS's Family Auction Team**  
**4716 NYS Route 41**  
**Cortland, NY 13045**

**Office: 607-836-5034 or 607-745-7375**

[www.zandrauctions.com](http://www.zandrauctions.com) "EVERYTHING WE TOUCH TURNS TO SOLD"

**AV Zogg, Jr., Brent J. Zogg, Carl Zogg and Julie Zogg-Auctioneers & Sale Managers**



### Sale Information and Procedures

Prospective bidders should take an opportunity to inspect the property (signs posted) prior to the Auction and obtain an information packet that has been prepared for the sale. It is the bidder's responsibility to have their attorney review the pertinent documents (purchase offer, deeds, etc.) and, if necessary, make arrangements for financing of the property with their financial institution.

#### At the auction:

- Obtain a bidder number by registering with the clerk and show proper identification.
- The Auctioneer will open the Auction by announcing the terms and conditions of the real estate to be offered. The properties will be sold subject to owner's approval.
- Once bidding activity is completed, a purchase offer will be prepared in the amount of the final purchase price and it will be signed.
- The successful bidder will be required to pay the 20% as down payment.
- ALL real estate will be sold in "AS IS, WHERE IS" condition.

#### Conditions of sale:

- All dimensions/descriptions are based upon information supplied to the Auctioneer. Prospective purchasers should inspect the property and review all pertinent documents and information prior to sale.
- Please be reminded that this is an Auction. Any offer written and accepted by the Seller(s) is the winning bid.

#### Possession:

- Possession of the property will be at Closing, within 45 days of the Auction.

#### Agency:

- Z and R Auction Co. (Brent J. Zogg, broker) and representatives are exclusive agents of the seller(s).

#### Deposit/Terms on Real Estate:

- A purchase offer will be prepared at the close of the auction. A deposit is required by CASH, PERSONAL CHECK or CERTIFIED CHECK only. Make checks payable to Z and R Auction Co. 10% buyer's premium added to final bid to equal the Total Purchase Price. 20% of Total Purchase Price down on day of auction, with the remainder due at closing within 45 days. Time is of the essence. Buyer must close within 45 days. Executor's deed. Property sells "AS IS, WHERE IS". All tests required must be done prior to auction day. Real estate to be sold free and clear with NO liens, NO back mortgages and NO back taxes owed! Auctioneer agency represents only the seller(s). Lead paint may exist.

#### Z and R Auction Co. Real Estate Bidder Packet Disclaimer:

- The following real property information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness. Prospective purchasers of the auction property are responsible for conducting such due diligence as they deem appropriate, prior to bidding at the auction sale. All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.

BIDDER'S CERTIFICATION FOR REAL ESTATE

By signing this Certification and returning it in exchange for a bidder number, I hereby certify that:

1. I understand that Z and R Auction Co., Real Estate is an exclusive agent of the seller(s).
2. I have received an Information Packet containing a SAMPLE offer to purchase.
3. I understand that the Auction rules will be strictly enforced and there will be NO exceptions.
4. If I am the successful bidder, I will be asked to sign a Purchase Offer and make the required deposit immediately upon the conclusion of the Real Estate portion of the auction.
5. I currently have sufficient funds to meet the deposit requirements as called for by the Purchase Offer.
6. I understand that the property will be sold the highest bidder, subject to owner confirmation.
7. I have personally inspected the real estate being offered at Auction and agree to accept the property in the condition I find it as of this date. I understand that any testing needed must be conducted prior to the day of the Auction. If there is anything concerning the condition of the property that I do not understand or on which I require further explanation, I will ask PRIOR to the bidding. My question and the answer may be recorded as part of the open forum portion of the Auction presentation.
8. I understand completely that this real estate sells "As Is, Where Is".
9. I understand that possession of the property shall take place at closing.
10. The buyer will be responsible for a new survey, if one is needed.
11. I understand that I will forfeit my deposit if I am unable to close the transaction.
12. I understand that I will be liable for the seller's attorney's fees in the event I am unable to close the transaction.
13. I understand that the Auctioneers reserve the right to preclude any person from bidding if there is any question, in the sole judgment of the Seller or the Auctioneers, as to such person's creditworthiness, ability or willingness to close on the purchase of the Property, credentials, fitness, etc. All decisions of the Auctioneer are final.
14. The time of settlement and all other times stated in this Agreement are to be of the essence.
15. Possession is to be delivered by Executor's deed.
16. Risk of loss or damage to the property by fire or other casualty between the date of this Agreement and the date of settlement shall remain upon the Seller.
17. The sale and settlement hereunder are not contingent upon the Buyer obtaining a mortgage.
18. Buyer shall pay all costs of title search and title insurance, as well as Buyer's attorney fees and any other expenses incurred by Buyer.
19. Buyer acknowledges that the real estate is being sold at Auction and any offer written and accepted by the Seller is the final, winning bid.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: Saturday, October 28, 2017

Auction for Estate of Dr. Edward J. Diamond

Bidder No. \_\_\_\_\_

This is a legally binding document. Consult your lawyer if you do not understand any part of it.



**OFFER TO PURCHASE**

TO THE SELLER OR PERSON WHO HAS THE RIGHT TO SELL THE PROPERTY DESCRIBED BELOW:

This agreement, made this 28th day of October 2017 by Dr. Edward J. Diamond estate (Michael Diamond executor), hereinafter referred to as the "Seller" and \_\_\_\_\_, hereinafter referred to as the "Buyer".

PROPERTY: I (We) agree to purchase the following property situated in the county of Wayne, located at 111 Grant Street, Newark, NY 14513 known as tax map #=68110-06-362839 (for a more detailed description of the property reference is hereby made to the deed thereof) together with all lighting, heating and plumbing fixtures, window shades, screen and storm doors and windows, if any, water heater, water meter and all fixtures and fittings belonging to or used in the operation of the property and owned by you.

PRICE: At the price of \_\_\_\_\_ \$ \_\_\_\_\_  
Payable as follows:

DEPOSIT: \$ \_\_\_\_\_ cash deposited with Z and R Auction Co, Real Estate to be held until this offer is accepted, at which time it shall become part of the purchase price, or returned if not accepted.

BALANCE: \$ \_\_\_\_\_ cash on or before \_\_\_\_\_ on passing of deed.

HIGH BID: \$ \_\_\_\_\_

BUYER'S PREMIUM: \$ \_\_\_\_\_

TOTAL PURCHASE PRICE: \$ \_\_\_\_\_

**REAL ESTATE SELLS IN "AS IS, WHERE IS" CONDITION**

**This agreement shall not be contingent upon any fact or occurrence.**

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ESCROW: The deposit shall be held in escrow by Z and R Auction Co. and Associates Real Estate until closing and will be applied toward the total purchase price of the real estate. In the event that the Seller is unable to perform in closing the transaction, the deposit will be refunded to the Buyer. In the event that the Buyer is unable to perform in closing the transaction, the deposit will be forfeited by the Buyer and kept by the Seller. In the event that the Buyer is unable to perform in closing the transaction, the Buyer will also be liable for all attorney's fees incurred by the Seller and the Seller's agent.

BUYER'S PREMIUM: The Buyer acknowledges and understands that the buyer's premium has been earned at the time of the auction and execution of this purchase agreement.

PROPERTY SOLD AS IS: Buyer understands that the property is sold in "As Is, Where Is" condition. It is understood that the Buyer has inspected the property or hereby waives the right to do so and has agreed to purchase the property as a result of such inspection and not because of or in reliance upon any representation made by the Seller or any officer, partner or employee of the Seller, or by the agent of the Seller, or by the Seller's attorney, or any salesman or employees of the agent of the Seller, or by any cooperating broker, if any, or any of his salesman and employees, and that the Buyer agrees to purchase it in its present condition, "AS IS".

ABSTRACT of TITLE, TAX SEARCH, SURVEY: Buyer to perform survey if needed. Buyer to perform abstract of title if desired. Sellers to provide Executor's Deed. All dimensions are approximate and not guaranteed.

DEED: Possession is to be delivered by Executor's Deed.

ADJUSTMENTS: Interest, insurance premiums, rents and taxes will be prorated and adjusted as of the closing date. Time is of the essence.

POSSESSION: Possession of the premises shall be delivered on or before the closing date, on passing of the deed.

CLOSING: Transfer is to be completed at the office of either party's attorney; whichever can be mutually agreed upon. Closing will occur on or before \_\_\_\_\_. Time is of the essence. An extension may be granted in writing if both parties are in agreement.

RECORDING FEES, EXPENSES, ETC.: The Buyer shall pay any and all attorney's fees and any other expenses incurred by the Buyer. The Buyer shall pay all fees, including the cost of recording the deed and the cost of any applicable revenue stamps, and the cost of recording a release of mortgage on the property, if applicable.

LEAD PAINT: Property may contain LEAD PAINT.

RISK OF LOSS: The risk of loss or damages to the property by fire or other causes, until the delivery of the deed, is assumed by the Seller.

BINDING AGREEMENT: All sales shall be final, absolute, and without recourse and by executing this purchase agreement, the Buyer acknowledges and understands that the Auctioneer is acting as an agent for the disclosed principal.

This offer, when accepted, shall be a binding contract. It shall bind the parties hereto and their respective executors, administrators, distributees, successors and assigns.

DATED: \_\_\_\_\_ Signed: \_\_\_\_\_ (Buyer)

Witness: \_\_\_\_\_ Signed: \_\_\_\_\_ (Buyer)

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**ACCEPTANCE**

The undersigned hereby accepts this offer, agrees to sell on the terms and conditions set forth, and agrees to pay Z and R Auction Co, the authorized agent, the entire 10% buyer's premium as commission.

The deposit made or as much as covers the commission may be applied to payment of the commission.

DATED: \_\_\_\_\_ Signed: \_\_\_\_\_ (Seller)

DATED: \_\_\_\_\_ Signed: \_\_\_\_\_ (Seller)

Witness: \_\_\_\_\_ Signed: \_\_\_\_\_ (Seller)





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.

**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 \_\_\_\_\_ (print name of licensee) of \_\_\_\_\_ (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- |   |  |
|---|--|
| <input type="checkbox"/> Seller as a (check relationship below) | <input type="checkbox"/> Buyer as a (check relationship below) |
| <input type="checkbox"/> Seller's agent                         | <input type="checkbox"/> Buyer's agent                         |
| <input type="checkbox"/> Broker's agent                         | <input type="checkbox"/> Broker's agent                        |
| <input type="checkbox"/> Dual agent                             |  |
| <input type="checkbox"/> 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: \_\_\_\_\_

**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)**

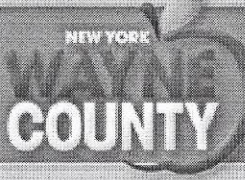
- (f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**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	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date





# Wayne County New York

≡ Menu

## Real Property Assessment Data

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### Search Navigation

New Search	Tax ID	Owner	Inventory	Improvements
Report	Tax Map	Site #	1	

Office of Real Property Services		Property Description Report For: 111 Grant St, Municipality of Village of Newark	
<b>Tax Map ID#:</b>	68110-06-362839	<b>Site:</b>	1
<b>Municipality:</b>	Village of Newark	<b>Property Class:</b>	1 Family Res
<b>Swis:</b>	542001	<b>Zoning Code:</b>	con
<b>Total Acreage - Size:</b>	0.47 acres 66x330	<b>Neighborhood Code:</b>	230
<b>Roll Section:</b>	Taxable	<b>School District:</b>	Newark Central
<b>Land Assessment:</b>	\$17,100.00	<b>Total Assessment:</b>	\$142,000.00
<b>Deed Book:</b>	628	<b>Deed Page:</b>	839



Area			
<b>First Story Area:</b>	2452	<b>Half Story Area:</b>	1024
<b>Second Story Area:</b>	0	<b>3/4 Story Area:</b>	0
<b>Additional Story Area:</b>	0	<b>Number of Stories:</b>	1.5
<b>Finished Basement:</b>	0		
Structure			
<b>Building Style:</b>	Old Style	<b>Bathrooms:</b>	4
<b>Bedrooms:</b>	4	<b>Kitchens:</b>	1
<b>Fireplaces:</b>	1	<b>Basement Type:</b>	Full
<b>Basement Garage Cap.:</b>	0	<b>Year Built:</b>	1896
<b>Overall Condition:</b>	Normal	<b>Overall Grade:</b>	Average
Owners			
<b>Primary Name:</b>	Janet . Diamond	<b>Primary Address:</b>	111 Grant St NEWARK, NY 14513
<b>Additional Name:</b>		<b>Additional Address:</b>	
Sales			
Date	Property Class	Deed Book	Deed Page
Utilities			
<b>Sewer Type:</b>	Commercial - Public	<b>Water Supply:</b>	Commercial - Public
<b>Utilities:</b>	Gas - Electric	<b>Heat Type:</b>	Gas (natural or LP)



County of Wayne  
**Office of the County Treasurer**

Post Office Box 8  
 Lyons, New York  
 14489-0008



Thomas Warnick  
 County Treasurer

315-946-7443  
 Fax 315-946-5949

**Certificate of Paid and Unpaid Taxes as of 08/24/2017**

DIAMOND JANET  
 111 GRANT ST  
 NEWARK, NY 14513

Customer#: 101690

Swis:542001 T Arcadia - Village of Newark

RE: Tax Map Parcel No: 68110-06-362839 located at 111 GRANT ST

210 - 1 Family Res

Roll:1

Land:	17,100
Building:	124,900
Total:	142,000

Uniform%: 97

Acres: 0.47

School:542001 Newark

2017	72000601	True Village	1,907.08
2017	62000601	True Town/Cnty	1,618.52
2016	82000601	True School	3,178.16
2016	72000600	True Village	1,905.91
2016	62000599	True Town/Cnty	1,620.25

<u>Year</u>	<u>Bill#</u>	<u>Orig Billed</u>	<u>Unpaid</u>	<u>Interest</u>	<u>Total Due</u>	<u>Payments</u>
<b>2012</b>						
Town	2012 62000601	1,458.66				1/4/12 1,458.66 paid at town
Village	2012 72000601	1,868.62				6/19/12 1,868.62 Paid at Village
School	2012 82000601	2,985.64				9/5/12 2,378.92 DIAMOND JA
<b>2013</b>						
Town	2013 62000601	1,497.20				1/4/13 1,497.20 DIAMOND JA
Village	2013 72000601	1,868.62				6/4/13 1,868.62 DIAMOND JA
School	2013 82000602	3,029.24				9/4/13 2,413.20 DIAMOND JA
<b>2014</b>						
Town	2014 62000601	1,557.90				1/7/14 1,557.90 DIAMOND JA
Village	2014 72000601	1,868.62				6/5/14 1,868.62 DIAMOND JA
School	2014 82000599	3,081.79				9/4/14 2,454.60 DIAMOND JA
<b>2015</b>						
Town	2015 62000599	1,583.08				1/2/15 1,583.08 DIAMOND JA
Village	2015 72000599	1,868.62				6/2/15 1,868.62 DIAMOND JA
School	2015 82000599	3,161.11				9/8/15 2,524.21 DIAMOND JA



**68110-06-362839** **542001 Newark** **Active** **R/S: 1** **School: Newark Central**  
**Diamond, Janet** **Roll Year: 2017** **Curr Yr** **1 Family Res** **Land AV: 17,100**  
**111 Grant St** **Land Size: 0.47 acres** **Total AV: 142,000**

- Parcel 68110-06-362839
  - History
  - Assessment
    - Exempt(s)
    - Description
    - Owner(s)
    - Images
    - Gis
    - Site (1) Res
    - Land(s)
    - Blgd
    - Improvmnt(s)
    - Valuation

**Assessment** | **Reassessment Values** | **Market Value Survey**

Land Assessed Value:   
 Total Assessed Value:   
 Residential Percent:   
 Uniform Percent:   
 Full Market Value:   
 Partial Construction Flag:

**Taxable Values**  
 County Taxable:   
 Muni Taxable:   
 School Taxable:   
 Village Taxable:   
 Schl After STAR:   
**Relievs**  
 School Reliev:   
 Village Reliev:

**AR Information**  
 Equal Inc:  Phys. Inc:  Hold AR Amt:   
 Equal Dec:  Phys. Dec:  Split Merge No:

**Total 16 Roll Years:**

Roll YR	Land AV	Total AV	\$ Diff from PY	% Chg from PY
<b>2017</b>	<b>17,100</b>	<b>142,000</b>	<b>0</b>	<b>0</b>
2016	17,100	142,000	0	0
2015	17,100	142,000	0	0
2014	17,100	142,000	0	0
2013	17,100	142,000	0	0
2012	17,100	142,000	0	0







# This Indenture,

Made the 6th day of July  
Between Nineteen Hundred and seventy

EDWARD J. DIAMOND of 111 Grant Street in the Village of Newark,  
County of Wayne and State of New York

party of the first part, and

JANET W. DIAMOND of 111 Grant Street in the Village of Newark,  
County of Wayne and State of New York

Witnesseth that the party of the first part, in consideration of  
One----- Dollar (\$ 1.00 )

lawful money of the United States,  
paid by the party of the second part, do es hereby grant and release unto the  
party of the second part, her heirs and assigns forever, all

THAT TRACT OR PARCEL OF LAND, situate in the Village of Newark, Wayne  
County, New York, described as follows: Being lot number thirteen (13) of  
Block D, according to an amended map of the Stuerwald Tract made by Charles  
Kelley, C. E. and filed in the Wayne County Clerk's Office in July, 1910.

Being a portion of the same premises conveyed by Charles J. Meulebroeck a/k/a  
Charles J. Millbrook August C. Millbrook, as executors of the last Will and  
Testament of Mary L. Meulebroeck a/k/a Mary Millbrook, Mary Milbrook and  
Maria Meulbroeck, deceased, to Edward J. Diamond by executor's deed dated  
March 22, 1968 and recorded in Wayne County Clerk's Office April 19, 1968  
in Liber 605 at page 132.

The conveyance is made and accepted subject to the following regulations and  
restrictions: Second parties, their heirs or assigns shall not erect or cause to  
be erected on said premises any dwelling nearer than twenty-five feet from the  
street line which it faces, nor shall any barn or other out-building be erected  
within seventy-five (75) feet of said line.

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Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,  
To have and to hold the premises herein granted unto the party of the second part, her heirs and assigns forever.

And said party of the first part

covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, That said party of the first part will forever warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of

*Edward J. Diamond*  
\_\_\_\_\_

State of New York } ss. On this 6th day of July  
County of Wayne } Nineteen Hundred and seventy  
before me, the subscriber, personally appeared  
EDWARD J. DIAMOND

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

*Anthony J. DeSteffan*  
\_\_\_\_\_

ANTHONY J. DE STEFFAN  
Notary Public in the State of New York  
Qualified in Onan. Co. No. 34-6001300  
My Commission Expires March 30, 1972

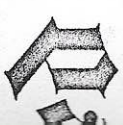
WAYNE COUNTY 005929 REAL ESTATE TRANSFER TAX STATE OF NEW YORK 01.65  
Dept. of Taxation & Finance JUL-770  
PR 10007

LIBER 623 PAGE 810

RECORDED

JUL 7 10 42 AM '70

WAYNE COUNTY CLERKS OFFICE



COVENANT

DIAMOND

DIAMOND

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Wayne County

17/1970  
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page 885

*DeSteffan*  
Notary Public

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AT LAW

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# This Indenture,

Made the 24<sup>th</sup> day of March, Nineteen Hundred and sixty-one.

Between CHARLES H. DRAKE, of Highland Avenue in the Village of Newark, Wayne County, New York,

part y of the first part, and

EDWARD J. DIAMOND and JANET W. DIAMOND, his wife, of #111 Grant Street in the Village of Newark, Wayne County, New York, as tenants by the entirety,

parties of the second part, Witnesseth that the party of the first part, in consideration of One ----- Dollar (\$ 1.00 ) lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, does hereby grant and release unto the parties of the second part, their distributees and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Newark, County of Wayne and State of New York, described in a deed thereof from John J. Smith and Lizzie Stevens Smith, his wife, to Addie E. Ballou, dated April 29, 1893 and recorded in Wayne County Clerk's Office on May 5, 1893 in Book 165 of Deeds at page 228, as follows: "Beginning at the north end of his west line at Grant Street; thence along said line ten rods south from the place of beginning; thence four rods east parallel with his north line; thence ten rods north parallel with the aforesaid west line; thence four rods west to the place of beginning, same being four-ninths of all that tract of land sold to the party of the first part by Fletcher Williams under deed dated April 26, 1893."

Being the same premises conveyed by Addie E. Ballou to Alice Roff Estey by deed dated March 8, 1900 and recorded in Wayne County Clerk's Office in Book 202 of Deeds.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the Village of Newark aforesaid, being Lot No. 11 of Vary & Sleight's Addition to the Village of Newark, New York, according to a map thereof made by C.P.H. Vary, surveyor, April 2, 1900 and filed in Wayne County Clerk's Office.

Being the same premises conveyed by Calvin P. H. Vary and wife and Peter R. Sleight and wife to Alice Roff Estey by deed dated April 4, 1900 and recorded in Wayne County Clerk's Office April 18, 1900 in Book 182 of Deeds at page 481.

Both of the aforesaid parcels are the same premises conveyed to the party of the first part hereto by Carolyn Wilbur by deed recorded in Wayne County Clerk's Office in Liber 257 of Deeds at page 607.



Book 493  
Page 455

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422  
392



of the first part in and to said premises,  
To have and to hold the premises herein granted unto the parties of the  
second part, their distributees and assigns forever.

And said party of the first part

covenants as follows:

First, That the parties of the second part shall quietly enjoy the said premises;

Second, That said party of the first part

will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of

*Charles H. Drake*

Charles H. Drake



State of New York }  
County of Wayne } ss. On this 24<sup>th</sup> day of March,  
before me, the subscriber, personally appeared Nineteen Hundred and sixty-one,

CHARLES H. DRAKE,

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

*Quayle B. Robinson*

*Notary Public  
Comm exp 3/30/62*

RECORDED

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WAYNE COUNTY  
CLERKS OFFICE  
LYONS, N.Y.

1961.

Drake

and Janet  
s wife.

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*W. H. Robinson*  
CLERK

J COVENANT



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