

**Real Estate Auction**  
**4.75 Acres of Vacant Land on Route 41, McGraw NY 13101**  
**Saturday, October 28th, 2023 @ 10:00 a.m. \* preview begins at 9:00 a.m.**  
**Waterfront Vacant Land on Route 41, McGraw, NY 13101 (Cortland County)**  
**Attention! Property to be sold at: 4376 Route 41, McGraw, NY 13101 Attention!**  
**Auction for the Burt S. and Diane A. Abdallah Trust**

**Open House:** Wednesday, October 25th 2023 from 4:30-5:30 pm.

**Real Estate:**

**Property Information:**

- Tax Map # = 89.00-01-11.000
- 4.75 acres of waterfront vacant farmland (riverbottom)
- property class 105 Vacant Farmland
- McGraw Central School District
- All inquiries regarding tax information should be directed to the appropriate tax collectors before the auction
- Full Market Value 2023 = \$14,286

**Standard Real Estate Auction Terms:** 10% buyer's premium added to final bid to equal the total purchase price. 20% down payment due on the day of the auction, with remainder due at closing within 30-45 days. 20% down payment must be in certified form. Time is of the essence. Trustee 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**  
**Contact Number 607-745-7375**  
**[www.zandrauctions.com](http://www.zandrauctions.com) "EVERYTHING WE TOUCH TURNS TO SOLD"**  
**Brent J. Zogg and Carl 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 in a certified form.
- 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. Trustee 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 to 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 Trustee 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 28th, 2023

Auction for the Burt S. and Diane A. Abdallah Trust

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 2023 by the Burt S. and Diane A. Abdallah Trust (Matthew Abdallah, Trustee), 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 Cortland New York, located at Route 41, McGraw, NY 13101, (4.75 acres of Vacant land), known as tax map #'s = 89.00-01-11.000 (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 Trustee Deed. All dimensions are approximate and not guaranteed.

DEED: Possession is to be delivered by Trustee 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)

# Property Description Report For: Route 41, Municipality of Cortlandville

No Photo Available

|                            |                 |                             |                    |
|----------------------------|-----------------|-----------------------------|--------------------|
|                            |                 | <b>Status:</b>              | Active             |
|                            |                 | <b>Roll Section:</b>        | Taxable            |
|                            |                 | <b>Swis:</b>                | 112289             |
|                            |                 | <b>Tax Map ID #:</b>        | 89.00-01-11.000    |
|                            |                 | <b>Property Class:</b>      | 105 - Vac farmland |
|                            |                 | <b>Site:</b>                | RES 1              |
|                            |                 | <b>In Ag. District:</b>     | No                 |
|                            |                 | <b>Site Property Class:</b> | 105 - Vac farmland |
|                            |                 | <b>Zoning Code:</b>         | 04                 |
|                            |                 | <b>Neighborhood Code:</b>   | 90010              |
|                            |                 | <b>School District:</b>     | McGraw             |
|                            |                 | <b>Total Assessment:</b>    | 2023 - \$10,000    |
| <b>Total Acreage/Size:</b> | 4.75            | <b>Property Desc:</b>       |                    |
| <b>Land Assessment:</b>    | 2023 - \$10,000 | <b>Deed Page:</b>           | 5099               |
| <b>Full Market Value:</b>  | 2023 - \$14,286 | <b>Grid North:</b>          | 947683             |
| <b>Equalization Rate:</b>  | 2023 - 80.00%   |                             |                    |
| <b>Deed Book:</b>          | 2017            |                             |                    |
| <b>Grid East:</b>          | 957288          |                             |                    |

## Area

|                               |           |                                  |           |
|-------------------------------|-----------|----------------------------------|-----------|
| <b>Living Area:</b>           | 0 sq. ft. | <b>First Story Area:</b>         | 0 sq. ft. |
| <b>Second Story Area:</b>     | 0 sq. ft. | <b>Half Story Area:</b>          | 0 sq. ft. |
| <b>Additional Story Area:</b> | 0 sq. ft. | <b>3/4 Story Area:</b>           | 0 sq. ft. |
| <b>Finished Basement:</b>     | 0 sq. ft. | <b>Number of Stories:</b>        | 0         |
| <b>Finished Rec Room</b>      | 0 sq. ft. | <b>Finished Area Over Garage</b> | 0 sq. ft. |

## Structure

|                             |   |                                 |              |
|-----------------------------|---|---------------------------------|--------------|
| <b>Building Style:</b>      | 0 | <b>Bathrooms (Full - Half):</b> | 0 - 0        |
| <b>Bedrooms:</b>            | 0 | <b>Kitchens:</b>                | 0            |
| <b>Fireplaces:</b>          | 0 | <b>Basement Type:</b>           | 0            |
| <b>Porch Type:</b>          | 0 | <b>Porch Area:</b>              | 0.00         |
| <b>Basement Garage Cap:</b> | 0 | <b>Attached Garage Cap:</b>     | 0.00 sq. ft. |
| <b>Overall Condition:</b>   | 0 | <b>Overall Grade:</b>           |              |
| <b>Year Built:</b>          |   |                                 |              |

## Owners

|                                                                |                                                                 |
|----------------------------------------------------------------|-----------------------------------------------------------------|
| Burt S Abdallah Trust<br>4376 Route 41<br>McGraw NY 13101-9506 | Diane A Abdallah Trust<br>4376 Route 41<br>McGraw NY 13101-9506 |
|----------------------------------------------------------------|-----------------------------------------------------------------|

## Sales

| Sale Date  | Price | Property Class     | Sale Type       | Prior Owner    | Value Usable | Arms Length | Addl. Parcels | Deed Book and Page |
|------------|-------|--------------------|-----------------|----------------|--------------|-------------|---------------|--------------------|
| 10/19/2017 | \$0   | 105 - Vac farmland | Land & Building | Abdallah, Bert | No           | No          | Yes           | 2017/5099          |

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## Utilities

|                    |          |                      |      |
|--------------------|----------|----------------------|------|
| <b>Sewer Type:</b> | None     | <b>Water Supply:</b> | None |
| <b>Utilities:</b>  | Electric | <b>Heat Type:</b>    | 0    |
| <b>Fuel Type:</b>  | 0        | <b>Central Air:</b>  | No   |

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## Improvements

| Structure | Size | Grade | Condition | Year | Replacement Cost |
|-----------|------|-------|-----------|------|------------------|
|-----------|------|-------|-----------|------|------------------|

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## Special Districts for 2023

| Description              | Units | Percent | Type | Value |
|--------------------------|-------|---------|------|-------|
| FD012-Cortlandville Fire | 0     | 0%      |      | 0     |

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## Exemptions

| Year | Description | Amount | Exempt % | Start Yr | End Yr | V Flag | H Code | Own % |
|------|-------------|--------|----------|----------|--------|--------|--------|-------|
|------|-------------|--------|----------|----------|--------|--------|--------|-------|

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## Taxes

| Year | Description | Amount   |
|------|-------------|----------|
| 2023 | County      | \$214.08 |
| 2023 | School      | \$191.49 |
| 2022 | County      | \$213.93 |
| 2022 | School      | \$190.18 |

**\* Taxes reflect exemptions, but may not include recent changes in assessment.**





# Division of Licensing Services

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.ny.gov

## 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 interest. 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 consistent 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 cannot 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 the 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.

#### 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. A sales agent works under the supervision 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

# New York State Disclosure Form for Buyer and Seller

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 landlord or tenant. A designated sales agent cannot provide 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 provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by \_\_\_\_\_ of \_\_\_\_\_  
*(Print Name of Licensee)* *(Print Name of Company, Firm or Brokerage)*

a licensed real estate broker acting in the interest of the:

Seller as a *(check relationship below)*

Seller's Agent

Broker's Agent

Buyer as a *(check relationship below)*

Buyer's Agent

Broker's Agent

Dual Agent

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: \_\_\_\_\_