Absolute Real Estate Auction Manufactured home with one acre located in Norwich, NY Saturday, May 6,, 2017 @ 12:00 a.m. * preview begins at 11:00 a.m. 5504 State Hwy 23, Norwich, NY 13815 (Chenango County) Auction for the Estate of Richard H. Ryder

Open House: Tuesday, May 2, 2017 from 4:30-5:30pm and 1 hour prior to auction.

Real Estate:

-Single-wide manufactured home in need of repair with detached garage on concrete pad. Three bedroom, one bath, kitchen, living room, laundry room, enclosed porch, outdoor deck, small basement, new metal roof, newer windows, drilled well, 50 Amp electric, 30 gallon whirlpool H2O heater with pressure tank (propane), Reese Marshall propane tank, miller forced air furnace (oil) and large oil tank.

Outside:

Private 1 acre lot with nice mature trees and a painted wooden fence.

Property Information:

- -Tax Map # = 124.-1-25
- -total assessed value \$18,000
- -Norwich City School District
- -total taxes paid 2016 (town/county/school/fire): \$1,207.55
- -property class is 270 manufactured housing
- -1 acre

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 "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).
- 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.
- I currently have sufficient funds to meet the deposit requirements as called for by the Purchase Offer.
- 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, May 6,, 2017	
Auction for Estate of Richard H. Ryder	
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			e, hereinafter referred to as the "Seller" and nafter referred to as the "Buyer".	1		
the deed thereof)	13815, knd together v	agree to purchase the follow own as tax map #1241-25 with all lighting, heating and	wing property situated (for a more detailed I plumbing fixtures, v	d in the county of Chenango, located at 55 description of the property reference is he vindow shades, screen and storm doors are used in the operation of the property and or	reby made to nd windows, if		
PRICE:				\$\$			
	Payabl	e as follows:					
DEPOSIT:	\$ is acce			ction Co, Real Estate to be held until this of urchase price, or returned if not accepted.	fer		
BALANCE:	\$	cash on or b	pefore	on passing of deed.			
		HIGH BID:	\$				
		BUYER'S PREMIUM:	\$		2		
		TOTAL PURCHASE PF	RICE: \$				
ESCROW:		REAL ESTATE SELLS greement shall not be col	ntingent upon any fa		sing and will		
	in clos perforr event t	d the total purchase price or ing the transaction, the dep in in closing the transaction	f the real estate. In to osit will be refunded, the deposit will be fo perform in closing the	he event that the Seller is unable to perform to the Buyer. In the event that the Buyer is prefeited by the Buyer and kept by the Selle transaction, the Buyer will also be liable for	m s unable to r. In the		
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 TIT	LE, TAX SEARCH, SURVEY:	Buyer to perform survey if needed. Buyer to perform abstract of title if desired. Sellers to provide Administrator's Deed. All dimensions are approximate and not guaranteed.			
DEED:	Possession is to be delivered by Administrator'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 agre 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 FEE	S, EXPENSES, ETC.:	The Buyer shall pay any and all attorney's fees and any incurred by the Buyer. The Buyer shall pay all fees, inclured recording the deed and the cost of any applicable revenue the cost of recording a release of mortgage on the proper	uding the cost of ue stamps, and		
LEAD PAINT:	Property may contain LEAD F	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 AGREEN	agreement, the Buy agent for the disclosed princip		acting as an		
	cepted, shall be a binding cont ributees, successors and assig	ract. It shall bind the parties hereto and their respective e ins.	xecutors,		
DATED:		Signed:	(Buyer)		
Witness:		Signed:	(Buyer)		
		ACCEPTANCE			
		s to sell on the terms and conditions set forth, and agrees ire 10% buyer's premium as commission.	to pay		
The deposit made	or as much as covers the comm	nission 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.

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

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.

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:
() Seller as a (check relationship below)	() Buyer as a (check relationship below)
() Seller's agent	() Buyer's agent
() Broker's agent	() Broker's agent
() Dual ager	nt zaldenobalen vaneoA
() Dual age	nt with designated sales agent
For advance informed consent to either dual agency or dual agency	cy with designated sales agents complete section below:
() Advance informed consent dual agency	
() Advance informed consent to dual agency with	th designated sales agents
If dual agent with designated sales agents is indicated above:	is appointed to
If dual agent with designated sales agents is indicated above: represent the buyer; and	is appointed to represent the seller in this transaction.
be therefore do not have vicerous liability for the acts of	shrilles A temporar parmula language de company
represent the buyer; and	is appointed to represent the seller in this transaction.
represent the buyer; and	is appointed to represent the seller in this transaction.
represent the buyer; and	is appointed to represent the seller in this transaction.
represent the buyer; and	is appointed to represent the seller in this transaction. acknowledge receipt of a copy of this disclosure
represent the buyer; and	is appointed to represent the seller in this transaction. _acknowledge receipt of a copy of this disclosure
represent the buyer; and	is appointed to represent the seller in this transaction. acknowledge receipt of a copy of this disclosure

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.

(a) Pres	sence of lead-based paint and/or lead-b	ased paint hazards (check (i) c	or (ii) below):
(i)	Known lead-based paint and/or lead-based paint and lead	ead-based paint hazards are p	present in the housing
3 4 5	Seller has no knowledge of lead-b	150 I	paint hazards in the housing
	ords and reports available to the seller		
(i)	Seller has provided the purchaser based paint and/or lead-based pa	with all available records and int hazards in the housing (lis	I reports pertaining to lead- t documents below).
(ii) _	Seller has no reports or records p hazards in the housing.	ertaining to lead-based paint	and/or lead-based paint
Purchas	ser's Acknowledgment (initial)		
c)	Purchaser has received copies of	all information listed above.	
d)	Purchaser has received the pamp	hlet Protect Your Family from Le	ad in Your Home.
e) Puro	chaser has (check (i) or (ii) below):		
(i)	received a 10-day opportunity (or ment or inspection for the presen	mutually agreed upon period ce of lead-based paint and/or	to conduct a risk assess- lead-based paint hazards; o
(ii) _	waived the opportunity to condu- lead-based paint and/or lead-base		tion for the presence of
Agent's	Acknowledgment (initial)		
(f)	Agent has informed the seller of aware of his/her responsibility to	the seller's obligations under a ensure compliance.	12 U.S.C. 4852d and is
Certifica	ation of Accuracy		
The follo informat	owing parties have reviewed the information they have provided is true and accurate	n above and certify, to the best o	f their knowledge, that the
Seller	Date	Seller	Date
Purchas	er Date	Purchaser	Date
Agent	Date	Agent	Date



E ...

STOCKARD LABOR SUPPLY INC. PURS STOCK 75 SCHOLAR ROAD

683 mie 214 Indenture

Made the

47

day of NOVEMBER

Nineteen Hundred and Eighty-Seven

Briween MARY L. BALDWIN, of Tanner Hill, Town of Norwich, Chenango County, New York,

part y

of the first part, and

RICHARD RYDER, 26 Atlantic, Gloucester, Massachusetts

mitnesseth that the part of the first part, in consideration of Dollar (\$1.00 ogve)

lawful money of the United States, and other good and valuable consideration paid by the part y of the second part, do hereby grant and release unto the

party of the second part, his heirs and assigns forever, all THAT TRACT OR PARCEL OF LAND situate in the Town of Norwich, County of Chenango and State of New York, being more particulary described as follows: BEGINNING at a point on the southerly boundary line of New York State Route 23, Norwich to South New Berlin Road, at a point on the easterly side of the right of way drive conveyed to the Chenango and Unadilla Corporation of Norwich, New York, by Homer E. Graves and Mae Belle Graves by deed dated March 30, 1967, and recorded in the Chenango County Clerk's Office in Book 494 of Deeds at Page 155; thence running southerly along the easterly boundary line of said right of way a distance of 208 feet; thence running easterly in a line parallel with the south boundary line of New York State Route 23 a distance of 208 feet; thence running northerly in a line parallel with the first described line a distance of 208 feet; thence running westerly along the southerly boundary line of New York State Route 23 208 feet to the place of beginning, containing an acre of land, being the same more or less.

Being a portion of the premises conveyed by Homer E. Graves to Homer E. Graves and Mae Belle Graves by deed recorded November 12, 1936, in Book 301 of Deeds at page

This conveyance is made subject to all easements and rights of way of record, and is subject to an oil and gas lease given to C. E. Beck, Columbus, Ohio, recorded December 15, 1971 in Book 536 of Deeds at page 128.

The said Homer E. Graves died on the 3rd day of March, 1971 in Norwich, New York.

Being the same premises conveyed by Mae Belle Graves to Freeland K. White and Doris P. White by deed dated July 6, 1972 and recorded August 4, 1972 in Liber 541 of Deeds at page 367 in the Chenango County Clerk's Office.

Also, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Norwich, County of Chenango and State of New York being more particulary described as follows: BEGIN-NING at a point on the southerly boundary line of New York State Route 23, the Norwich to South New Berlin Road, at a point on the easterly side of the premises conveyed by Mae Belle Graves to Freeland K. White and Dorls P. White by deed dated on the Chenango County Clerk's Office on August 4, 1972 July 6, 1972 and recorded in the Chenango County Clerk's Office on August 4, 1972 in Book 541 of Deeds at page 367; thence southerly along the easterly line of the aforementioned premises 208 feet to a stake; thence easterly in a line parallel with the southerly boundary of New York State Route 23 50 feet to a stake; thence northerly in a line parallel with the first described line 208 feet to the southerly boundary line of New York State Route 23; thence running westerly along the southerly boundary line of said highway 50 feet to the place of beginning.

Being a portion of the same premises conveyed by Homer E. Graves to Homer E. Graves and Mae Belle Graves by deed dated November 12, 1936 and recorded in the Chenango County Clerk's Office on November 12, 1936 in Book 301 of Deeds at page 151.

Book: 683 Page Sequence: 214

(BET 683) NOR 2015

This conveyance is made subject to all easments and rights of way of record, and is subject to an oil and gas lease given to C. E. Beck, Columbus, Chio, recorded December 15, 1971 in Book 536 of Deeds at page 128.

The said Boner E. Graves died on the 3rd day of March, 1971 in Morwith, New York.

Being the same premises conveyed by Freeland K. White and Doris P. White to Mary L. Baldwin by Deed dated December 17, 1981 and recorded December 17, 1981, in Liber 603 of Deeds at Page 938 in the Chenango County Clerk's Office.



. 0

Book: 683 Page Sequence: 215

Courther with the appurtenances and all the estate and rights of the part the first part in and to said premises,

To have and to hold the premises herein granted unto the part part.

of the second and assigns forever.

And said part

of the first part

First. That the part

covenant as follows: of the second part shall quietly enjoy the said premises;

Becond, That said part

of the first part

will forever Warrant the title to said premises.

Chird. 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 part of the first part ha hereunto set hand and seal the day and year first above written.

In Presence of Chanango County, 85		
Recorded on this		
of Lance tex 1980 or 2:58 c : Jock P. M. in Liver Le 8.3 of		
- Deedo		
at Page and examines	*	-

State of New York County of Cherams

day of November On this Nineteen Hundred and Eighty Seven

before me, the subscriber, personally appeared

Mary L. Baldwin

to me personally known and known to me to be the same person who executed the within Instrument, and the who executed the within Instrument, and to me that

\$\int \text{he} \quad \text{executed the same.}

described in and acknowledged

GRACIN NO. 4905807 Notary Public Public, State of New York ed in Chenango County

State of New Bork

On this

day of

County of Nineteen Hundred and before me, the subscriber, personally appeared

to me personally known and known to me to be the same person who executed the within Instrument, and executed the same.

described in and acknowledged

da

Notary Public

683 Page Book:







