

Real Estate Auction

Multiple Occupancy(3 Family)Investment Property, Adjacent Vacant Lot and Vehicle Auction

Saturday, August, 29th, 2020 @ 11:00 a.m. *preview begins at 10:00 a.m.

Open House Tuesday, August, 25th, 2020 from 4:30 to 5:30 p.m.

Auction to take place onsite at:

103 and 105 Mitchell St., Endicott, NY 13760(Town of Union) (Broome County)

Auction for the Estate of David M. Guilfoyle

Real Estate:

Property Information

- Tax Map # : 140.20-8-23 and 140.20-8-22
- Built in 1950
- ~4,000 square feet of living area
- 2020 Full Market Value = \$102,190 and \$7,299
- Property class: 230 (3 family res.)
- Union-Endicott School District
- Approximate taxes without exemptions: \$4,140.96 (Town, County, School) and \$295.79
- Public sewer
- Public water(3 newer energy saver natural gas hot water heaters)(2 Bradford White/1Envi-Ro-Temp)
- Ducane natural gas forced hot air furnace. 92.1 efficiency(1 unit heats all)
- 3 separate 100 amp breaker boxes / 3 separate NYSEG gauges
- .21 acres and .12 acres
- utilities = electric/natural gas
- Building style = old style
- 2 bay garage
- porch
- 3 family income property(2 one bedroom units and 1 large 3 bedroom unit)
- separate electric
- plenty of parking
- economical lot in a clean quiet neighborhood
- newer windows
- 2 bay garage/2 ½ stories
- new roof
- one, one bedroom upstairs unit will be occupied (\$500 per month)

Personal Property Items to be sold:2007 Hyundai Santa Fe(104,259 mi. VIN 5NMSG13D37HO95169), Craftsman 6.75hp 21" push mower/Craftsman 4hp 21" snow blower, aluminum ladders.

Any specific questions about real estate or items are welcomed!

Standard Real Estate Auction Terms:

10% buyer's premium added to the final bid to equal the total purchase price. 20% down on the day of auction, with remainder due at closing within 30-45 days. 20% down payment must be in certified form. 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: 607-745-7375

www.zandrauctions.com "EVERYTHING WE TOUCH TURNS TO SOLD"

AV Zogg, Jr., 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.
- 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 the Total Purchase Price down on the 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 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 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 the Auctioneer makes 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, August 29th, 2020

Auction for Estate of David M. Guilfoyle

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 29th day of August 2020 by the David M. Guilfoyle estate, (Tracy Bennett), hereinafter referred to as the "Sellers" and _____, hereinafter referred to as the "Buyer".

PROPERTY: I (We) agree to purchase the following property situated in the county of Broome NY, located at 105 Mitchell St. Endicott, NY 13760 known as tax map # : 140.20-8-23 (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.

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 will provide an 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)

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.

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)
 - 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: _____

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

2020 UNION TOWN AND COUNTY TAX

Tax ID# 140.20-8-23

Fiscal Year 01/01/2020 to 12/31/2020

* Warrant Date 01/01/2020

Bill #689213

Property Description and Location

City/Town code 034689 Depth 0.00
 Location: 105 Mitchell St Bank 0000000
 Class 230 Roll Sec.1 Front 0.00
 Acnt # 46000502020 Acres 0.21

Exemption/Purpose	Value	Full Value
AGED C	1675	39412
VET COM C	850	
VET COM T	1050	24706

Property Taxpayer's Bill of Rights

The Assessor estimates the FULL MARKET VALUE of this property as of 07/01/2018 was 98824.
 The assessed value of this property as of 03/01/2019 was 4200.
 The UNIFORM PERCENTAGE OF VALUE used to establish assessments was 4.25%.
 Estimated State Aid 305000

**See insert for payment information.
 Return payment coupon only with payment.**

Guilfoyle David M
 105 Mitchell St
 Endicott, NY 13760

Levy Description	Assessed Value	Taxable Value	% Levy Change	Tax Rate	Total Tax
County Services	4200	1675	-1.70	171.02146300	\$286.46
Town General In&Out	4200	3150	-3.60	28.14906600	\$88.67
Part Town Out	4200	3150	-4.60	9.57854900	\$30.17
Town Highway 1 Out	4200	3150	9.20	39.50972500	\$124.46
School Re-levy	4200	0	-0.00	-1.00000000	\$1,365.04
West Corners Fire #4	4200	4200	6.10	41.38871900	\$173.83
Union Library Dist	4200	4200	11.10	15.75017700	\$66.15
Union Parks	4200	4200	1.30	19.41313500	\$81.54
Union Ambulance Dist	4200	4200	-0.50	2.15195000	\$9.04
Pay by:	01/31/2020 2225.36	03/02/2020 2247.61	03/31/2020 2270.87	Total Tax Due 2225.36	

*w/out the school relevy
 + w/ no exemptions the
 County/Town tax = \$1373.23*

2020 UNION TOWN AND COUNTY TAX

PROPERTY LOCATION:

105 Mitchell St

Guilfoyle David M

Mail To:

BROOME COUNTY

Director of OMB

Department UN

PO Box 2087

Binghamton, NY 13902

Tax ID# 14002000080230000000

Swis 034689 Returned Check Fee 20.00



Bill # 689213

Tax	Penalty	2ND NOTICE FEE	Pay on or before	Pay This Amount
2225.36	0.00	0.00	01/31/2020	2225.36
2225.36	22.25	0.00	03/02/2020	2247.61
2225.36	44.51	1.00	03/31/2020	2270.87

For credit card payments, go to www.taxlookup.net

Tax ID#140.20-8-23

2019 UNION-ENDICOTT SCHOOL TAX

Fiscal Year 07/01/2019 to 06/30/2020

Warrant Date 09/03/2019

Bank # 0000000

Bill #131818

Mail Payments/Checks payable to:

In Person Payment:

Collection information:

Property Description and Location

BC DIRECTOR OF OMB
DEPT UE
PO BOX 2087
BINGHAMTON NY 13902

SEE INSERT

Town 034689 School 034601
Location: 105 Mitchell St
Class 230 Roll Sect. 1
Account No. 46000502020
Mortgage No.
Front 0.00 Depth 0.00
Acres 0.21

Guilfoyle David M
105 Mitchell St
Endicott, NY 13760

140.20-8-23

Property Taxpayer's Bill of Rights

The Assessor estimates the FULL MARKET VALUE OF THIS PROPERTY as of 07/01/2018 was 98,824
The assessed value of this property as of 03/01/2019 was 4,200. The UNIFORM PERCENTAGE OF VALUE to establish assessments was 4.25 %. If You feel your assessment is inequitable, you have the right to seek a review. A publication entitled 'Contesting Your Assessment' is available at www.tax.ny.gov. Please note that the period for filing complaints on the above assessment has passed.
Est State Aid 39,610,381
* Note: This year's STAR tax savings generally may not exceed last years by more than 2%. Taxable Value is before STAR.

(STAR exemptions apply only to school taxes.)

Exemption/Purpose	Value	Full Value	Exemption/Purpose	Value	Full Value	Exemption/Purpose	Value	Full Value
ENH STAR	2,970	\$69,882						

Levy Description	Taxable Value*	Tax Rate	Tax Levy	% Levy Change	Tax Amount
2019 School Taxes	4200.00	658.98394300M	36654191	1.700	2,767.73

(for late payments, see schedule below)

Pay by 10/02/2019 1250.73 Pay by 11/01/2019 1275.74

Star Savings 1517.00

Total Tax Due 1250.73

without exemptions the school taxes are \$2767.73

cut here

cut here

School 034601
Bank 0000000

(for receipt, check the box [] and return entire bill with payment)

2019 UNION-ENDICOTT SCHOOL TAX



Tax Map ID #140.20-8-23

*** Checks Subject to Collection ***

Check _____ Cash _____ Town 034689 Bill # 131818

Paid by _____ circle amount paid

Returned Check Fee

Guilfoyle David M
105 Mitchell St
Endicott, NY 13760

Tax	Penalty	2ND NOTICE Svc Chg Fees	Pay on or before	Pay This Amount
1250.73	0.00	0.00	10/02/2019	1250.73
1250.73	25.01	0.00	11/01/2019	1275.74



PROPERTY DETAIL SUMMARY

Parcel # 140.20-8-23

105 MITCHELL ST, 13760

VIEW:

[GIS Map](#) | [Tax Map](#) | [Real Property \(IMO\)](#) | [Deed](#) | [Streetview](#) | [Bird's Eye](#)

Ownership Information

Property Owner(s): DAVID M GUILFOYLE
Mailing Address: 105 Mitchell St | Endicott, NY 13760
Deed Book & Page: D2019-256

Site Information

Land Area: 0.21 Acres
Property Use: Residential
Class Code: 230
Water: Public | Sewer: Public
Utilities: Gas & Electric
Broadband Availability
Highway Access: Under 5 miles
Adjacent to Rail? No
Location Map & Directions

Building Information

Year Built: 1950 | Historic? No
Square Feet: 4,000 | Stories: 2.5
Condition: Normal | Grade: Average
Detailed Inventory and Improvement

Assessment Information

Assessed Value:	Full Value:
Land: \$300	Land: \$7,059
Total: \$4,200	Total: \$98,824

Exemptions: 41800
School District: Union-Endicott
Special Districts: FP463 LB461 LB462 PK461
SL461 SW462 SW463 UV461
Property is Taxable
Municipal Taxes School Taxes
Last Sale: None Found

Planning Information

Municipality: Town of Union
Zoning: Suburban Single Family
239 Review? No
Census Tract #: 133.01 Demographics
In Historic District? No
NYS Historic Tax Credit Eligible? Yes
In Opportunity Zone? No | In HUB Zone? No
In Ag District? No
Fire Coverage: West Corners Fire
Election District: Union 22 | Officials

Existing FEMA Information

FEMA SFHA: Out, X
Panel #: 3600560035C | Date: 09/30/1988
Official FEMA Map

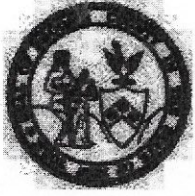
Preliminary FEMA Information

FEMA SFHA: Out, X500
Panel #: 36007C0327F | Date: 02/05/2010
Preliminary FEMA Map

Natural Features

DEC Wetlands? No | NWI Wetlands? No
Watershed: Nanticoke Creek
Aquifer: Primary | Steep Slopes? Yes
Soil(s): ChC

DISCLAIMER: The information provided is prepared from a variety of sources including recorded deeds, plats, tax maps, surveys, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. Broome County assumes no legal responsibility for the information contained herein. Document created on August 14, 2019 by Broome County GIS and Mapping Services.



Property Description Report For: 105 Mitchell St, Municipality of Town of Union

No Photo Available

Status:	Active
Roll Section:	Taxable
Swis:	034689
Tax Map ID #:	140.20-8-23
Property Class:	230 - 3 Family Res
Site:	RES 1
In Ag. District:	No
Site Property Class:	230 - 3 Family Res
Zoning Code:	SS-F
Neighborhood Code:	01458 - West Corners
School District:	Union-Endicott
Total Assessment:	2020 - \$4,200 2019 - \$4,200
Total Acreage/Size:	0.21
Land Assessment:	2020 - \$300 2019 - \$300
Full Market Value:	2020 - \$102,190 2019 - \$98,824
Equalization Rate:	----
Deed Book:	2019
Grid East:	957415
Property Desc:	0030j3000d001s1x0000
Deed Page:	256
Grid North:	768198

Area

Living Area:	4,000 sq. ft.	First Story Area:	1,600 sq. ft.
Second Story Area:	1,600 sq. ft.	Half Story Area:	800 sq. ft.
Additional Story Area:	0 sq. ft.	3/4 Story Area:	0 sq. ft.
Finished Basement:	0 sq. ft.	Number of Stories:	2.5
Finished Rec Room	0 sq. ft.	Finished Area Over Garage	0 sq. ft.

Structure

Building Style:	Old style	Bathrooms (Full - Half):	3 - 0
Bedrooms:	3	Kitchens:	3
Fireplaces:	0	Basement Type:	Full
Porch Type:	Porch-up opn	Porch Area:	56.00
Basement Garage Cap:	0	Attached Garage Cap:	400.00 sq. ft.
Overall Condition:	Normal	Overall Grade:	Average
Year Built:	1950		

Owners

David M Guilfoyle
105 Mitchell St
Endicott NY 13760

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Add. Parcels	Deed Book and Page
12/19/2002	\$58,500	000 - 000	Land Only		Yes	Yes	Yes	2019/256

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec	Heat Type:	Hot air
Fuel Type:	Natural Gas	Central Air:	No

Improvements

Structure	Size	Grade	Condition	Year
Porch-up opn	4 x 14	Average	Normal	1975
Porch-up opn	163.00 sq ft	Average	Normal	1975
Gar-1.0 att	20 x 20	Average	Normal	1950
Porch-up enc	6 x 6	Average	Normal	1950

Land Types

Type	Size
Primary	0.21 acres

Special Districts for 2020

Description	Units	Percent	Type	Value
SW463-T.O.V. Sewer	0	0%		0
SL461-Union Lighting Dist	0	0%		0
LB462-Union Library Dist	0	0%		0
PK461-Union Parks	0	0%		0
UV461-Union Ambulance Dist	0	0%		0
SW462-Endicott Swr Trmt Pt	0	0%		0
FP463-West Corners Fire #4	0	0%		0
LB461-G F J library tax	0	0%		0

Special Districts for 2019

Description	Units	Percent	Type	Value
SW463-T.O.V. Sewer	0	0%		0
PK461-Union Parks	0	0%		0
LB461-G F J library tax	0	0%		0
UV461-Union Ambulance Dist	0	0%		0
SL461-Union Lighting Dist	0	0%		0
LB462-Union Library Dist	0	0%		0
SW462-Endicott Swr Trmt Pt	0	0%		0
FP463-West Corners Fire #4	0	0%		0

Exemptions

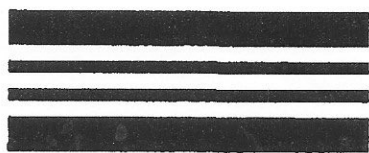
Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2019	VET COM CT	\$1,050	25	2005				0
2019	AGED C	\$1,675	50	2019				0
2019	ENH STAR	\$2,970	0	2005	2049			0

Taxes

Year	Description	Amount
2020	County	\$2,225.36

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

BROOME COUNTY CLERK
RECORDING PAGE



Return To:

DAVID M GUILFOYLE
105 MITCHELL ST
ENDICOTT, NY 13760

Index BOOK OF DEEDS
Book 02019 Page 0256
No. Pages 0004
Instrument DEED
Date : 12/23/2002
Time : 3:59:07
Control # 200212230251

RYAN
TODD
GUILFOYLE
DAVID

M

TT# TT 2002 002521
Employee ID JCF16336

MORTGAGE TAX

RECORDING	\$	18.00	MTG AMT	\$.00
REC MGMT	\$	4.75	BASIC	\$.00
COUNTY E&A	\$	3.00	SPECIAL	\$.00
STATE E&A	\$	22.00	ADDL	\$.00
COUNTY TP	\$	10.00	Total	\$.00
TRANS TAX	\$	234.00			
TRANS TAX	\$	58.50			
ST CUL ED	\$	14.25			
	\$.00			
Total:	\$	364.50			

TRANSFER TAX

STATE OF NEW YORK
BROOME COUNTY CLERK

WARNING-THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 316-A(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH

TAXABLE AMT \$ 58,500.00
TRANSFER TAX \$ 292.50

BARBARA FIALA



D020190256

Comp U
Ver. P
Bk. _____

This Indenture,

made the 19th day of December, Two Thousand and Two

between

TODD RYAN, residing at East Maine Road, Johnson City, New York 13790, party of the first part,

and

DAVID M. GUILFOYLE, residing at 1042 Sarah Lane, Endicott, New York 13760, party 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, paid by the party of the second part, does hereby grant and release unto the party of the second part, his distributees and assigns forever,

ALL THOSE TRACTS OR PARCELS OF LAND, situate in the Town of Union, County of Broome and State of New York, bounded and described as follows: Commencing at a point in the northerly line of Mitchell Street and the southwesterly corner of Lot No. 1 as shown on a Map of Subdivision of Lands of James and Josephine Morlando made by W.M. Boigeol and filed in the Broome County Clerk's Office in Book 4 of Maps at page 249 on June 14, 1951; thence proceeding easterly along the southerly boundary line of said Lot No. 1 a distance of one hundred thirty-six (136') feet to a point; thence proceeding northerly on a course forming an interior angle of ninety degrees (90°) with the southerly boundary line of said Lot No. 1 and through Lots Nos. 2 and 3 of said subdivision to a point in the northerly line of Lot No. 3 where said northerly line intersects the southerly boundary of premises reputedly owned by Brian C. and Beulah B. Galough; thence proceeding westerly along the northerly boundary line of Lot No. 3 a distance of eighty and seventy-one one hundredths feet (80.71') to a point; thence proceeding westerly along the northerly boundary line of Lot No. 1 a distance of ninety-nine and forty-eight one hundredths (99.48') to a point in the westerly boundary line of said Lot No. 1, thence proceeding southerly along the said westerly boundary line of Lot No. 1 a distance of twenty-four and three one hundredths feet (24.03') to a point, said point being the point or place of beginning.

EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Union, County of Broome and State of New York, beginning at an iron in the northerly line of Mitchell Street and the southerly line of Lot No. 1 as laid down on a map of the Subdivision of Lands of James Morlando and Josephine Morlando recorded in Book 4 of Maps at page 249, said iron being 136.00 feet easterly from the southwest corner of said Lot No. 1; thence North 29 degrees 30 minutes 00 seconds East, a distance of 111.21 feet to an iron in the division line between premises reputedly owned by Brian C. and Beulah B. Galough and the Northerly line of Lot No. 3 as shown on said map; thence North 86 degrees 48 minutes 00 seconds East along the division line between said Galough's premises and Lot No. 3 as shown on said map, a distance of 18.38 feet to an iron; thence southwest to an iron set in the northerly line of Mitchell Street said iron being the point or place of beginning.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Union, County of Broome and State of New York, bounded and described as follows: Beginning at an iron set in the Westerly line of Glendale Drive 54.99 feet Northwardly from an iron set in the intersection of the Westerly line of Glendale Drive and the Northerly line of Mitchell Street and running thence North 62 degrees 32 minutes 17 seconds West along the division line between Lots 2 and 3 as laid down on a map of the Subdivision of Lands of

James Morlando and Josephine Morlando recorded in Book 4 of Maps at Page 249, a distance of 164.12 feet to an iron set; thence North 29 degrees 30 minutes 00 seconds East through Lot 3, a distance of 62.08 feet to an iron set; thence North 86 degrees 48 minutes 00 seconds East along the Northerly line of Lot 3, a distance of 18.38 feet to an iron set; thence South 62 degrees 54 minutes 45 seconds East along the division line between Lots 3 and 4, a distance of 148.67 feet to an iron set; thence South 29 degrees 30 minutes 00 seconds West along the Westerly line of Glendale Drive, a distance of 72.41 feet to the point or place of beginning.

AND, ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Union, County of Broome and State of New York, bounded and described as follows: Beginning at an iron set in the intersection of the westerly line of Glendale Drive and the northerly line of Mitchell Street, and running thence north 60 degrees 30 minutes 00 seconds west along the northerly line of Mitchell Street a distance of 164.02 feet to an iron set; thence north 29 degrees 30 minutes 00 seconds east through Lots 1 and 2, as laid down on a map of the Subdivision of Lands of James Morlando and Josephine Morlando recorded in Book 4 of Maps at page 249, a distance of 49.13 feet to an iron set; thence south 62 degrees 32 minutes 17 seconds east along the division line between Lots 2 and 3, a distance of 164.12 feet to an iron set; thence south 29 degrees 30 minutes 00 seconds west along the westerly line of Glendale Road a distance of 54.99 feet to the point or place of beginning.

EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Union, County of Broome and State of New York, bounded and described as follows:

Commencing at an iron located at the intersection of the westerly line of Glendale Drive and the northerly line of Mitchell Street; thence northerly along the westerly line of Glendale Drive N 29° 30' 00" E a distance of 54.99' to an iron;

Thence N 62° 32' 17" W a distance of 116.01 feet to an iron;

Thence S 29° 30' 00" W a distance of 50.86' to an iron located on the northerly line of a right of way known as Mitchell Street;

Thence generally easterly along the northerly line of Mitchell Street S 60° 30' 00" E a distance of 115.93 feet to an iron said iron being the point or place of beginning.

ALSO EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Union, County of Broome and State of New York, being bounded and described as follows:

Commencing at an iron on the westerly line of Glendale Drive, said iron being located N 29° 30' 00" E a distance of 54.99 feet from an iron located at the intersection of the westerly line of Glendale Drive and the northerly line of Mitchell Street;

Thence N 62° 32' 17" W a distance of 116.01 feet to an iron;

Thence N 08° 23' 40" E a distance of 33.62 feet to an iron;

Thence N 12° 56' 22" E a distance of 18.49 feet to an iron;

Thence N 27° 05' 15" E a distance of 21.81 feet to an iron;

Thence S 62° 54' 45" E a distance of 234.35 feet to an iron located on the westerly line of the right of way known as Glendale Drive;

Thence generally southerly along the westerly line of Glendale Drive S 29° 30' 00" W a distance of 72.41 feet to an iron, said iron being the point or place of beginning.

Being the same premises conveyed to the Grantor herein by Quit Claim Deed from Frederick E. Ryan, Jr., dated May 4, 1989 and recorded in the Broome County Clerk's Office on June 1, 1989 in Liber 1754 of Deeds at Page 435.

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 29th day of August 2020 by the David M. Guilfoyle estate, (Tracy Bennett), hereinafter referred to as the "Sellers" and _____, hereinafter referred to as the "Buyer".

PROPERTY: I (We) agree to purchase the following property situated in the county of Broome NY, located at 103 Mitchell St. Endicott, NY 13760 known as tax map # : 140.20-8-22 (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.

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 will provide an 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)

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 DETAIL SUMMARY

Parcel # 140.20-8-22

103 MITCHELL ST, 13760

VIEW:

[GIS Map](#) | [Tax Map](#) | [Real Property \(IMO\)](#) | [Deed](#) | [Streetview](#) | [Bird's Eye](#)

Ownership Information

Property Owner(s): DAVID M GUILFOYLE
Mailing Address: 105 Mitchell St | Endicott, NY 13760
Deed Book & Page: D2019-256

Site Information

Land Area: 0.12 Acres
Property Use: Vacant
Class Code: 311
Water: Public | Sewer: Public
Utilities: Gas & Electric
Broadband Availability
Highway Access: Under 5 miles
Adjacent to Rail? No
Location Map & Directions

Building Information

Year Built: | Historic? No
Square Feet: | Stories: 0
Condition: NA | Grade: NA
Detailed Inventory and Improvement

Assessment Information

Assessed Value:	Full Value:
Land: \$300	Land: \$7,299
Total: \$300	Total: \$7,299

Exemptions: None
School District: Union-Endicott
Special Districts: FP463 LB461 LB462 PK461
SL461 SW462 SW463 UV461
Property is Taxable
Municipal Taxes School Taxes
Last Sale: Sold on 12/19/2002 for \$58,500

Planning Information

Municipality: Town of Union
Zoning: Suburban Single Family
239 Review? No
Census Tract #: 133.01 Demographics
In Historic District? No
NYS Historic Tax Credit Eligible? Yes
In Opportunity Zone ? No | In HUB Zone? No
In Ag District? No
Fire Coverage: West Corners Fire
Election District: Union 22 | Officials

Existing FEMA Information

FEMA SFHA: Out, X
Panel #: 3600560035C | Date: 09/30/1988
Official FEMA Map

Preliminary FEMA Information

FEMA SFHA: Out, X500
Panel #: 36007C0327F | Date: 02/05/2010
Preliminary FEMA Map

Natural Features

DEC Wetlands? No | NWI Wetlands? No
Watershed: Nanticoke Creek
Aquifer: Primary | Steep Slopes? Yes
Soil(s): ChC

DISCLAIMER: The information provided is prepared from a variety of sources including recorded deeds, plats, tax maps, surveys, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. Broome County assumes no legal responsibility for the information contained herein. Document created on July 27, 2020 by Broome County GIS and Mapping Services.

Tax ID#140.20-8-22

2019 UNION-ENDICOTT SCHOOL TAX

Fiscal Year 07/01/2019 to 06/30/2020

Warrant Date 09/03/2019

Bank # 0000000

Bill #131817

Mail Payments/Checks payable to:
BC DIRECTOR OF OMB
DEPT UE
PO BOX 2087
BINGHAMTON NY 13902

In Person Payment:
SEE INSERT

Collection information:

Property Description and Location
Town 034689 School 034601
Location: 103 Mitchell St
Class 311 Roll Sect. 1
Account No. 46000502021
Mortgage No.
Front 0.00 Depth 0.00
Acres 0.00

Guilfoyle David M
105 Mitchell St
Endicott, NY 13760

140.20-8-22

Property Taxpayer's Bill of Rights

The Assessor estimates the FULL MARKET VALUE OF THIS PROPERTY as of 07/01/2018 was 7,059
The assessed value of this property as of 03/01/2019 was 300. The UNIFORM PERCENTAGE OF VALUE to establish assessments was 4.25 %. If You feel your assessment is inequitable, you have the right to seek a review. A publication entitled 'Contesting Your Assessment' is available at www.tax.ny.gov. Please note that the period for filing complaints on the above assessment has passed.
Est State Aid 39,610,381
* Note: This year's STAR tax savings generally may not exceed last years by more than 2%. Taxable Value is before STAR.

(STAR exemptions apply only to school taxes.)

Exemption/Purpose	Value	Full Value	Exemption/Purpose	Value	Full Value	Exemption/Purpose	Value	Full Value

Levy Description	Taxable Value*	Tax Rate	Tax Levy	% Levy Change	Tax Amount
2019 School Taxes	300.00	658.98394300M	36654191	1.700	197.70

(for late payments, see schedule below)

Pay by 10/02/2019 197.70 Pay by 11/01/2019 201.65

Star Savings 0.00

Total Tax Due 197.70

cut here

cut here

School 034601

Bank 0000000

Tax Map ID #140.20-8-22

*** Checks Subject to Collection ***

Returned Check Fee

Guilfoyle David M
105 Mitchell St
Endicott, NY 13760

(for receipt, check the box [] and return entire bill with payment)

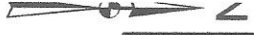
2019 UNION-ENDICOTT SCHOOL TAX



Check _____ Cash _____ Town 034689 Bill # 131817

Paid by _____ circle amount paid

Tax	Penalty	2ND NOTICE Svc Chg Fees	Pay on or before	Pay This Amount
197.70	0.00	0.00	10/02/2019	197.70
197.70	3.95	0.00	11/01/2019	201.65



1 inch = 50 feet