

**Online ONLY Real Estate Auction
Single Family Residence
5813 Shaker Road, North Rose, New York 14516
Municipality of Sodus, County of Wayne
State of New York**

Property Description: Single family residence, approximately 1357 square feet, built in 1860 on approximately 0.46 acres with 30' x 14' barn. This property has great potential for the new purchaser.

**This property offered for sale at
ON-LINE PUBLIC AUCTION
Bidding Starts, August 30, 2022 &
Bidding ENDS, September 15, at 7:00 PM
Property will be offered “with
Confirmation”**

Specific Property Information

Location: 5813 Shaker Road
 North Rose, New York 14516 (mailing address)
 Municipality of Sodus
 County of Wayne

Owner - The Jeanne A. Westbrook Living Trust, Kevin L. Westbrook, Trustee

Tax Map ID: 71117-18-467073

School District: Sodus

Sewer: Private Water: Private

Utilities: Gas & Electric Heat Type: Hot Air Fuel Type: Natural Gas

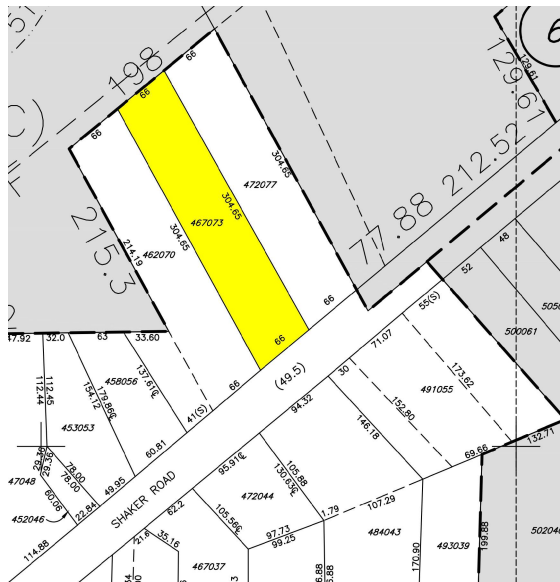
This property is currently assessed for \$ 59,200, with full market value listed at \$73,086;

Estimated annual real property taxes . . .

Tax Entity	Rate per thousand of assessed value
School	1254.00
County	847.00
Town	
Village	
Total	2101.00

Estimated annual tax liability.

TAX MAP









Auction Terms & Conditions

1. **METHOD OF SALE:** Auction with Reserve or Confirmation. This is a reserve Online auction using HiBid.com bidding platform. Property will sell subject to owners acceptance of the final bid. This sale, above the confirmed price, will be complete, according to all stated terms, when the Auctioneer receives confirmation from the seller that the highest bid is acceptable. **A ten (10%) percent Buyers Premium will be added to the final bid amount.**
2. **DEPOSIT:** The successful high bidder will provide as earnest monies via cash, guaranteed funds, certified check drawn on a New York State bank an amount of \$ 10,000.00 or twenty (20%) percent of the sale price, whichever is greater, with the Reynolds Auction Co. for escrow deposit. Any check drawn on an out of state bank must be accompanied by an Irrevocable Letter of Credit directed to Reynolds Auction Co. in acceptable form. Said deposit will be first applied to the Buyers Premium with the remainder applied to the purchase price, at closing. **A ten (10%) percent Buyers Premium will be added to the final bid amount.**
3. **FINANCING:** This property is **NOT** being offered "**SUBJECT TO FINANCING.**" Prospective purchasers must prearrange financing prior to auction participation. Full payment to the seller is expected and required at closing.
4. **CLOSING** and property transfer to be on or before thirty days after auction date, time of the essence with payment of the purchase price remainder by certified check or bank cashier's check, drawn on a U.S. Federal Reserve clearing house bank.
5. **CONDITION:** This property is sold "AS IS" without warranties or guarantees, in its present condition and no warranties as to physical condition are made either by the owners, listing Broker or Auctioneer, unless specifically stated herein.
6. **SURVEY:** The Seller will not provide a current property survey.

7. **ADJUSTMENTS AT CLOSING:** Current real property taxes will be prorated and adjusted as of a deed delivery date.
8. **DEED:** At closing, Seller will deliver to the Buyer a Warranty Deed with lien covenant giving good and marketable title, free and clear of all encumbrances, but subject to all easements, covenants, conditions, including tenancies and restrictions, if any, zoning, environmental protection and other municipal, federal and state laws and any state of facts which an accurate survey and/or inspection of the property offered might show.
9. **PURCHASE OFFER:** The successful Bidder will be required to sign a legally binding purchase offer upon the completion of the auction.
10. Statements made the day of the auction take precedent over any information contained in this material.
11. The Seller, through their Agent, the Auctioneer, at their option, may recall the property if the successful Bidder fails to comply with all "Terms and Conditions" of this auction. The person failing to comply will, in addition to forfeiting any deposits made on account thereof, be held liable for any deficiency which may result from a resale of the property.
12. The Auctioneer and Seller will remain forever immune from any and all liability concerning any personal injury or property damage occurring before or after the auction, no matter what the cause.
13. The Broker/Auctioneer, Reynolds Auction Co. is the sole Agent for the Seller
14. If you are the winning bidder, in addition to the CONTRACT FOR SALE, you will be required to sign additional forms that may include . . . an agency disclosure statement, a farming activity disclosure, a lead warning statement and a property condition disclosure statement.

END Terms and Conditions

PROPERTY INSPECTION

PUBLIC INSPECTION . . .

Saturday, September 10, 2022 from 1:00 PM until 3:00 PM

Property vacant, exterior inspection at your convenience.



For PRIVATE Inspection...

contact David A. Koeberle, Pres.

Final Bid Day, Thursday, September 15, 2022 7:00 PM, soft close, extended bidding. Pre-Approval required to bid and papers must be submitted no later than 5:00 PM, Thursday, September 15, 2022;

NOTE: All descriptions and drawings are subject to verification by plats, surveys, or announcements made sale day, which take precedent over printed information within this brochure or other advertising. The statements, facts and figures contained herein are gathered from sources believed to be accurate, however no warranties or guarantees are expressed or implied. All information is subject to errors and omissions.



EXAMPLE CONTRACT OF SALE

AGREEMENT made this ____ day of _____ between The Jeanne A. Westbrook Living Trust, as Owner, Kevin Westbrook, Trustee for the property known as 5813 Shaker Road, North Rose, New York 14516 (mailing address), Municipality of Sodus, County of Wayne, State of New York and hereinafter referred to as "Seller" and _____, residing at _____, hereinafter referred to as "Purchaser."

1. SALE. For the consideration hereinafter set forth, sellers agree to sell and purchaser agrees to buy the real property consisting of a single family residence, on approximately 0.46 acres at 5813 Shaker Road, North Rose, New York 14516 (mailing address), Municipality of Sodus, County of Wayne, State of New York as described in attached Exhibit.

2. PURCHASE PRICE. The purchase price for such real property is \$ _____ + \$ _____ Buyers Premium with the combined total being \$ _____. The buyer will receive credit at closing for any deposit made hereunder. The balance of the purchase price must be by bank draft or certified check.

3. CONVEYANCE OF REAL PROPERTY. Title to such real property will be conveyed to the purchaser by a Warranty Deed free and clear of all liens and encumbrances except as follows:

- A. All covenants, easements and restrictions of record affecting the above described premises, if any.
- B. Zoning Ordinances.
- C. Current taxes and assessments both general and special which are a lien on the property.

4. ZONING. The seller represents property is in conformity with all current zoning regulations.

5. TITLE DOCUMENTS. Sellers will provide the following documents in connection with the sale:

- A. Deed. Sellers will deliver to the purchaser at closing a properly signed and notarized Warranty Deed with lien covenant.
- B. Sellers will furnish and pay for and deliver to purchaser or purchaser's attorney at least 15 days prior to the date of closing, fully guaranteed

Tax, Title and United States Court Searches dated or re-dated after the date of this contract with a local tax certificate for Village or City Taxes, if any.

6. SELLER'S WARRANTIES AND REPRESENTATIONS. Sellers warrant and represent as follows:

A. Title to such real property as hereinafter warranted in paragraph three.

B. All bills for work done or materials furnished to such real property have been paid in full.

The above warranties and representations will all be construed to apply at the time of closing.

7. OBJECTION TO TITLE. If the purchaser raises a valid written objection to seller's title which means that the title to the property is unmarketable, sellers may cancel this contract by giving prompt written notice of cancellation to the purchaser. Purchaser's deposit will be returned. However, if sellers give written notice within five days that sellers will cure the problem prior to the closing date, then this contract shall continue in force until the closing date subject to sellers performing as promised. If sellers fail to cure the problem(s) within such time, the purchaser will not be obligated to purchase and his deposit will be returned.

8. RECORDING COSTS, MORTGAGE TAX, TRANSFER TAX AND CLOSING ADJUSTMENTS. Sellers will pay the real property transfer tax and the amount required for filing of the Real Property Transfer Gains Tax Affidavit. The purchaser will pay for recording the Deed, filing of the State Board of Real Property Services, Real Property Transfer Report. The following, as applicable, will be prorated and adjusted between the sellers and purchaser as of the date of closing: current taxes computed on a fiscal year basis, excluding any delinquent items; interest and penalty; rent payments; water charges; pure water charges and sewer charges. The seller will not provide a real property survey.

9. DAMAGE TO PROPERTY. Risk of loss by damage or destruction to all or a substantial part of the property prior to the closing will be borne by sellers. A "substantial" part of the property will mean any part of the property in excess of 15% of the rental floor area of the property. In the event of such damage or destruction, the purchaser at its option may void this transaction, or elect to consummate this transaction, in which event, sellers right to all insurance proceeds resulting from such damage or destruction will be assigned by sellers to the purchaser. In the event of any lessor damage, this agreement will be consummated and sellers will assign to the purchaser all of its right, title and interest to the proceeds of any insurance payments resulting from such damage or destruction.

10. DELIVERY OF POSSESSION. Sellers will deliver possession of the real property to the purchaser on the date of closing in its present physical condition. Sellers will, upon purchasers' request, advise the tenants, if any, of purchasers' acquisition of title. Sellers and purchaser will, between themselves, prorate the utility and transfer the billings.

Closing must be held and title transferred on or before thirty days after auction date, time of the essence. If closing is not held and title transferred by that date, Buyers can reject sale and their deposit will be returned.

11. DEPOSIT. The purchaser has deposited \$ 10,000.00 or twenty (20%) percent of the sale price, \$ _____ whichever is greater, in the form of _____ with Reynolds Auction Co., Inc. (escrow agent), which deposit is to become a part of the purchase price or returned if not accepted or if this contract thereafter fails to close for any reason not the fault of the purchaser. If the purchaser fails to complete his part of the contract, sellers are allowed to keep the deposit and may also pursue other legal rights it has against the purchaser, including a lawsuit for any real estate broker's commission paid by the sellers.

12. ENTIRE AGREEMENT. This agreement contains the entire agreement between the parties. No representations or promises with respect to the sale and purchase of the real property have been made by sellers or purchaser other than expressly set forth herein.

13. BINDING EFFECT. This agreement will become binding upon the distributees, heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

By _____
Harold W. Westbrook, Jr., Trust
Kevin Westbrook, Trustee, Seller

By _____
(Buyer)

By _____
(Buyer)

END