

ONLINE REAL ESTATE AUCTION SINGLE FAMILY, MULTI-FAMILY, COMMERCIAL & VACANT LAND

54 CITY OF FULTON, NY TAX FORECLOSED PROPERTIES

Begins Online: Tuesday, June 20, 2023 Registration Closes: Tuesday, July 11, 2023 at 1:00 PM (ET) Bids Begin Closing: Wednesday, July 12, 2023, 11:00 AM (ET) See Website for Complete Details and Registration Application

REGISTER ONLINE at www.CollarCityAuctionsOnline.com

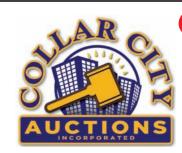
LOT #3, 609 ONEIDA ST., CITY OF FULTON CLASS CODE: 210, SINGLE FAMILY RESIDENCE

SBL: 236.49-03-30 Lot Size: 47'x148' Assessed Value: \$62,400 Annual Taxes: \$3,091+/-School District: Fulton Inspection: DRIVE BY ANYTIME

LOT #63, 524 CAYUGA ST., CITY OF FULTON CLASS CODE: 454, SUPERMARKET

SBL: 236.57-01-35 Lot Size: 198'x100' Assessed Value: \$14,7000 Annual Taxes: \$7,289+/-School District: Fulton Inspection: DRIVE BY ANYTIME





COLLAR CITY AUCTIONS, INC. Licensed & Bonded Auctioneers • Liquidators • Realtors • Certified Appraisers • Consultants (518) 895-8150 x 3002

CollarCityAuctionsOnline.com

Worldwide Auction, Liquidation, Real Estate, Appraisal, Consulting & Mgmt. Services Listing Agent: Nicholas Passonno, VP, Licensed Auctioneer and Real Estate Agent

Members of: National Auctioneers Association, New York State Auctioneers Association, Realtor, Capital Region Multiple Listing Services, Greater Capital Association of Realtors, Certified Appraisers Guild of America, International Society of Appraisers, National Association of Bankruptcy Trustees, OBAB, National Association of Realtors, New York State Association of Realtors, Vermont Auctioneers Association, Massachusetts Auctioneers Association. Any and all information contained herein has been obtained from sources deemed reliable. Collar City Auctions, Inc. or the Municipality and any agents, employees, or sub-agents shall not be responsible for any errors or omissions or technology issues that may arise now or in the future. Hold Harmless shall apply in all matters. Subject to Change Without Notice. Buyer's must complete all their own due diligence prior to bidding. No bids may be withdrawn. Offer void where prohibited.



Welcome To the City of Fulton

The City of Fulton is home to many wonderful opportunities for youth and families to enjoy all year round including several parks, campgrounds, our community room, ice arena and basketball courts.

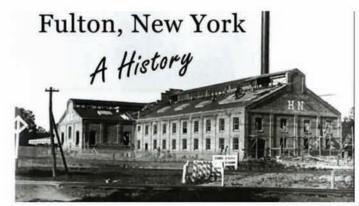
Picturesque Lake Neatahwanta covers approximately 750 acres of which about one-half is located within the city, while the other half is in the town of Granby. Neatahwanta translates to "little lake near the big lake" in Iroquois. A short trail hike away is Bullhead Point where you can fish off the picturesque walking pier, get a fish dinner, hotdog, ice cream or take in a free city sponsored concert at Bullhead Point Pavilion.





Take in some history at the John Wells Pratt House, also known as Pratt House Museum, is a historic home and museum located in Fulton. Built in 1863, it is a large two-story residence in the Italianate style that was home to J. W. Pratt and his family until 1975. J.W was a canal boat manufacturer as well as a real estate and banking leader.

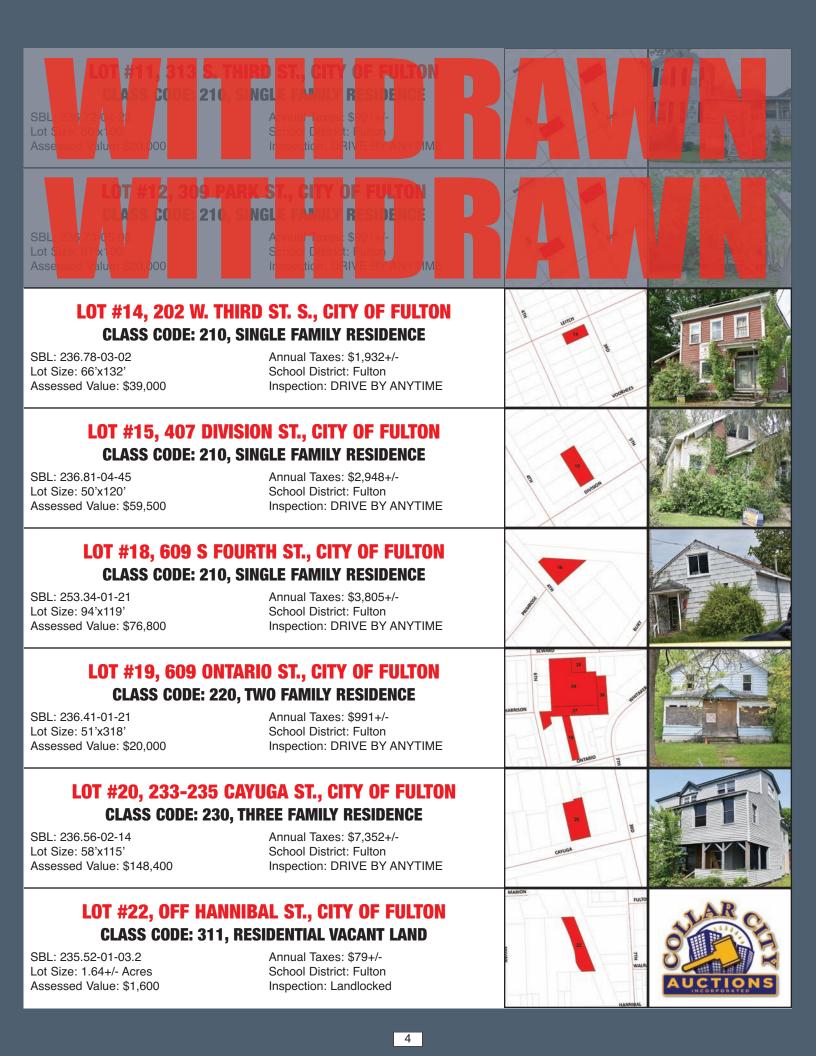


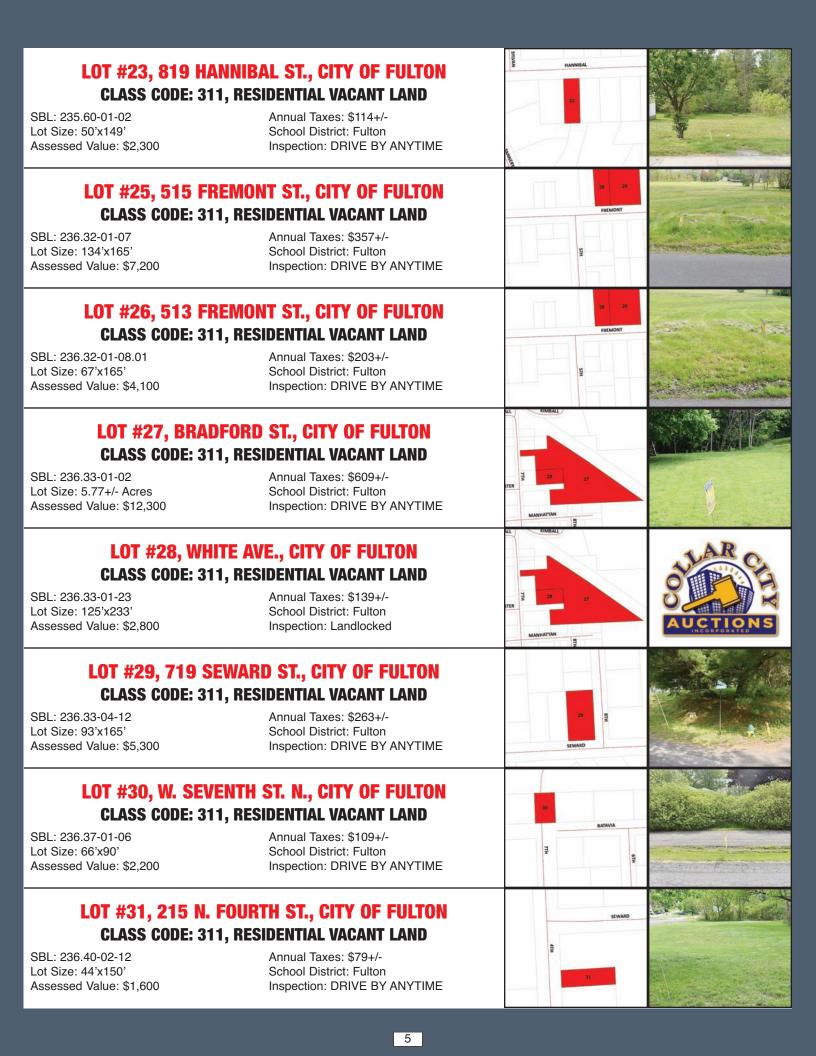


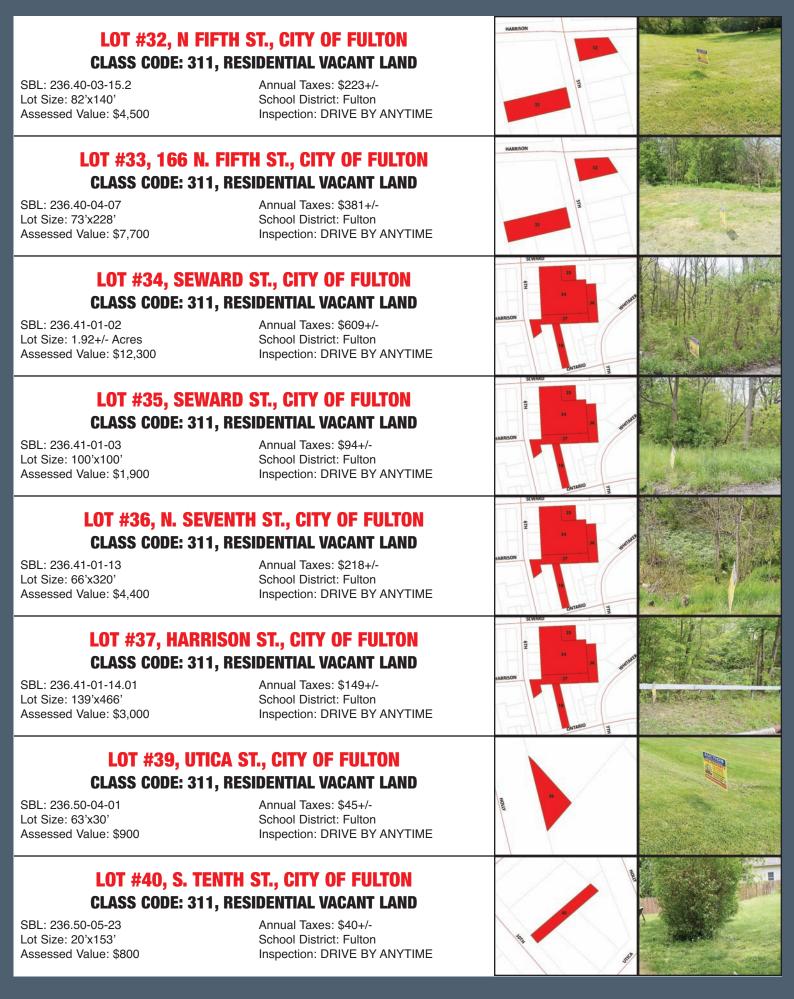
Fulton City Clerk 315-592-5390

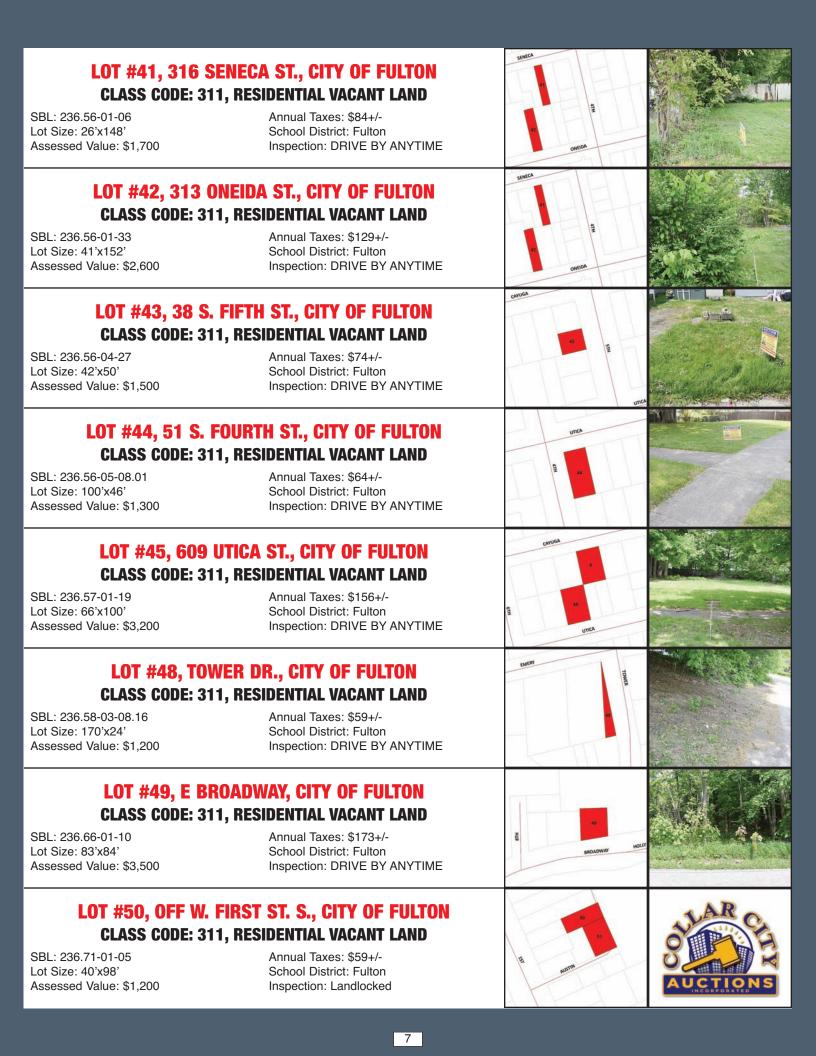












LOT #51, AUSTIN AVE., CITY OF FULTON CLASS CODE: 311, RESIDENTIAL VACANT LAND		51	
SBL: 236.71-01-07 Lot Size: 57'x80' Assessed Value: \$1,400	Annual Taxes: \$69+/- School District: Fulton Inspection: DRIVE BY ANYTIME	E	
	BEECH ST., CITY OF FULTON 11, RESIDENTIAL VACANT LAND		
CLASS GODE: 3 SBL: 236.79-02-24 Lot Size: 55'x66' Assessed Value: \$1,600	Annual Taxes: \$79+/- School District: Fulton Inspection: DRIVE BY ANYTIME	rie 22 march	
LOT #53, 213 W. FIRST ST. S., CITY OF FULTON CLASS CODE: 311, RESIDENTIAL VACANT LAND		Oung	
SBL: 236.79-03-22 Lot Size: 38'x83' Assessed Value: \$4,300	Annual Taxes: \$213+/- School District: Fulton Inspection: DRIVE BY ANYTIME	14. The second sec	
LOT #56, 424 W. FOURTH ST. S., CITY OF FULTON CLASS CODE: 311, RESIDENTIAL VACANT LAND		0.4	
SBL: 253.31-01-08 Lot Size: 66'x132' Assessed Value: \$2,600	Annual Taxes: \$129+/- School District: Fulton Inspection: DRIVE BY ANYTIME		
LOT #57, DEWEY DR., CITY OF FULTON CLASS CODE: 311, RESIDENTIAL VACANT LAND		ante	
SBL: 253.49-04-13 Lot Size: 120'x26' Assessed Value: \$2,000	Annual Taxes: \$99+/- School District: Fulton Inspection: DRIVE BY ANYTIME	4	
LOT #58, FOREST AVE., CITY OF FULTON		Discog	
GLASS GUDE: 3 SBL: 253.58-01-12 Lot Size: 66'x150' Assessed Value: \$2,900	11, RESIDENTIAL VACANT LAND Annual Taxes: \$144+/- School District: Fulton Inspection: DRIVE BY ANYTIME	SI WHITCOMB	
LOT #59, N. SECOND ST., CITY OF FULTON CLASS CODE: 330, VACANT COMMERCIAL			
SBL: 236.31-01-02.1 Lot Size: 480'x48' Assessed Value: \$11,100	Annual Taxes: \$550+/- School District: Fulton Inspection: DRIVE BY ANYTIME	99 4	
LOT #60, N. SECOND ST., CITY OF FULTON CLASS CODE: 330, VACANT COMMERCIAL		Description Rever	
SBL: 236.31-01-06.01 Lot Size: 52'x38' Assessed Value: \$1,600	Annual Taxes: \$79+/- School District: Fulton Inspection: DRIVE BY ANYTIME	98 23	

LOT #62, 901 HOLLY DR., CITY OF FULTON CLASS CODE: 331, COMMERCIAL VACANT WITH IMPROVEMENTS

SBL: 236.58-02-12.01 Lot Size: 1.11+/- Acres Assessed Value: \$40,000 Annual Taxes: \$1,982+/-School District: Fulton Inspection: DRIVE BY ANYTIME

LOT #63, 524 CAYUGA ST., CITY OF FULTON CLASS CODE: 454, SUPERMARKET

SBL: 236.57-01-35 Lot Size: 198'x100' Assessed Value: \$14,7000 Annual Taxes: \$7,289+/-School District: Fulton Inspection: DRIVE BY ANYTIME



Properties by Order of FULTON COMMUNITY DEVELOPMENT AGENCY

-	IBAL STREET, CITY OF FULTON , SINGLE FAMILY RESIDENCE.	HANNEAL	
SBL: 236.54-01-01 Lot Size: 66' x 100' Assessed Value: \$35,000	Annual Taxes: \$4,738+/- School District: Fulton Inspection: DRIVE BY ANYTIME	es Eç	
-	MONT STREET, CITY OF FULTON		
CLASS CODE: 311	, RESIDENTIAL VACANT LAND		
SBL : 236.32-01-08 Lot Size : 67' x 165' Assessed Value: \$4,100	Annual Taxes: \$179+/- School District: Fulton Inspection: DRIVE BY ANYTIME	FREMONT 52	
	N STREET, CITY OF FULTON		
CLASS CODE: 22	20, TWO FAMILY RESIDENCE.	XIN	
SBL: 253.24-02-06 Lot Size: 140' x 82' Assessed Value: \$10,000	Annual Taxes: \$854+/- School District: Fulton Inspection: DRIVE BY ANYTIME	50 ⁰⁰	
LOT #68, 504 PRA	ATT STREET, CITY OF FULTON		
CLASS CODE: 411, APARTMENT		reart	
SBL: 236.81-05-02 Lot Size: 87' x 132' Assessed Value: \$10,500	Annual Taxes: \$2,221+/- School District: Fulton Inspection: DRIVE BY ANYTIME	THE REAL PROPERTY OF THE PROPE	

ONLINE at www.CollarCityAuctionsOnline.com JUNE 20, 2023 THROUGH JULY 12, 2023 – SEE WEBSITE FOR DETAILS

<u>CITY OF FULTON ONLINE AUCTION TERMS</u> SEE BIDDER APPLICATION AND WEBSITE FOR ADDITIONAL DOCUMENTS AND INFORMATION

- By electronically or manually signing this certification and submitting along with all documents related to the Online Bidder Application, in exchange for bidding privileges, <u>I hereby certify under penalty of perjury the following</u>:
- This contract and all related documents should be reviewed by your counsel prior to bidding as it contains terms and requirements which are not subject to modification, bid withdrawal or bid cancellation. By bidding on any property being offered for auction, you acknowledge that you have either: (1). reviewed the contract with your attorney or, (2). waived right of attorney review. Further note that failure of purchaser to secure financing prior to date of transfer does not constitute grounds for an extension or return of the Down Payment and Buyer's Premium. Bidder Applications shall be reviewed and approved Monday – Friday 9:00 am to 4:00 pm.
- 1. The property(s) offered for sale has/have been acquired by the City of Fulton (hereinafter referred to as the "City") by Court Order pursuant to the provisions of Title 3, Article 11 of the Real Property Tax Law of the State of New York.
- 2. All potential Bidders/Buyers must become a member with Collar City Auctions, Inc., (hereinafter referred to as the Auction Company) at: www.collarcityauctionsonline.com
- 3. All Bidders/Buyers must register for this auction and submit all required Bidder Application documents and then will be manually approved to bid once Bidder Application has been received, reviewed, and approved by the auction company. LATE REGISTRATIONS WILL NOT BE ACCEPTED OR APPROVED.
- 4. Former Owners are not permitted to participate in the Online Auction.
- 5. NO PERSON OR ORGANIZATION CAN BID ON PROPERTIES AT THE AUC-TION IF THEY, OR A CORPORATION OR COMPANY THEY ARE AFFILIAT-ED WITH, OWE PROPERTY TAXES (CURRENT YEAR OR PRIOR YEAR) TO THE CITY. ALL SUCH TAX LIABILITIES MUST BE PAID PRIOR TO THE AUCTION IN ORDER TO BID AT THE AUCTION. Previously defaulting parties (i.e., parties who have a property tax installment contract or have failed to pay taxes for prior tax years) are not allowed to bid until 1 year (twelve months after the default is cured.) NO PERSON OR ORGANIZATION CAN BID ON PROPERTIES AT THE AUCTION IF THEY, OR A CORPORTATION OR COM-PANY THEY ARE AFFILIATED WITH, HAVE ANY ACTIVE CODE VIOLA-TIONS (LOCAL OR STATE) OR ANY CODE VIOLATION CONVICTIONS IN THE LAST CALENDAR YEAR. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid without exceptions.
- 6. The property will be conveyed by the City to the purchaser by quit-claim deed, containing a description of the property known as tax map number and as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the County upon payment in full of the purchase price and all closing fees/costs. Possession of property is forbidden until the deed is recorded with the County of Oswego on conveying title to the purchaser. Title vests at the recording of the deed. It is agreed between the City and the purchaser that delivery and acceptance of the deed occurs upon recording of the deed, which shall constitute the transfer of legal title of the premises to the buyer.
- 7. Deeds shall convey title only to the person identified as the successful bidder whose bid has been accepted by the City Common Council, along with the successful bidder's spouse, if so desired. No deed shall be executed to convey title in the name of anyone other than the successful bidder, and bidder's spouse, if so desired.
- 8. The City and Auction Company will not furnish an abstract of title or an instrument survey map.
- 9. The City and Auction Company do not make any representations or warranties, expressed or implied, (a) concerning the quality or the condition of the title to the property, or the validity or marketability of such title; the ownership of any improvements on the property; the condition of the property and any improvements thereon or its fitness for any use; or the accuracy of the property description on the tax roll or in the notice of sale or any other advertise-

ment of sale furnished by the City; or (b) that the property or any improvements thereon presently comply with building or zoning codes, or with any state or local laws or regulations. Any information concerning the property furnished by the City or any of its officers, employees, or agents shall not be deemed to include any such representations or warranties. Any promotional tools such as photographic slides, tax maps, written or verbal descriptions, etc. are for informational purposes only.

- 10. Any successful bidder, who fails to tender the deposit as outlined, will be forbidden to participate in this or any other auction for a time period of 5 years (60 months). Any parcels where the deposit was not received at the close of the auction contract completion date will be considered defaulted. If a purchaser fails to close on the parcel(s) that he/she bids on at the auction, he/she will be prohibited from participating at future auctions held for the City of Fulton for a time period of sixty months.
- 11. I acknowledge that I have received a complete bidder application and will not be approved to bid until the Auction Company has received my fully completed Online Bidder Application.
- 12. As specified in the "Online Bidder Application" I unconditionally acknowledge, agree and authorize the Auction Company to place a \$1,000.00 hold on my credit or debit card (NO PREPAID CARDS OR AMERICAN EXPRESS ACCEPTED) which will be released if I am not the successful bidder or you may include an official bank check made payable to Collar City Auctions, Inc. PERSONAL AND BUSINESS CHECKS WILL NOT BE ACCEPTED. Non-winning bidders will receive a full refund in approximately 10-business days post auction without any accrued interest. Credit card hold will be released upon completion of the purchase and sale contracts for winning bidders and within five business days for non-winning bidders. The hold is required to be approved to obtain bidding privileges and will only be converted to a fully executable charge plus any additional fees due and shall be retained if the successful high bidder does not perform and complete the required purchase contracts and addendums by appointment on Monday, July 17th, 2023 and Tuesday, July 18th, 2023, Fulton City Municipal Building, 141 S 1st St, Fulton, NY 13069. I further unconditionally pre-authorize and grant permission to the auction company to charge my credit or debit card in full or part for all amounts, plus a \$750.00 default fee due if I default in any contractual obligations herein and forever forgo any and all rights to place a chargeback or dispute on any charge placed on my credit card related to my obligations agreed to herein as well as contained in the Online Bidder Application Credit/Debit Card Agreement and/or other auction related documents. If I attempt or do place any chargeback, file a dispute or claim of any kind or attempt to cancel any hold or charge of fees due now or in the future, I unconditionally grant the auction company pre-authorized permission to charge all monies due in full or increments as available and I further acknowledge and pre-authorize and instruct my credit card company that if I file a dispute, chargeback or any claim to attempt a block, reversal or cancellation of any charge or hold placed due auction company or the City that it is not valid and further instruct and grant unconditional authorization and permission to my credit card company to void my chargeback, dispute or requests of any kind now and forever. Additionally, I grant the auction company permission to charge my credit card now or at any time in the future an additional recovery fee, in full or increments, the amount of \$750.00 to cover their time involved with answering any chargeback, dispute or claim now or in the future. I acknowledge that my credit card information provided on my Bidder Registration Application is valid and provided for manual keyed input regardless of if it is a chipped card. I also acknowledge and agree to reimburse the auction company and City all time, legal expenses, attorney fees incurred if I cause litigation or any claim that would cause these types of fees to be incurred. I further agree not to close or block any credit card in an attempt to prevent fees due from being charged to my credit card. I unconditionally acknowledge and agree that upon registering and entering my name and credit card information into the auction company's registration process that I am electronically signing and guaranteeing that I have read, fully understand, and agree to abide by and be bound by all related terms and related auction documents. I agree to be fully responsible for all associated costs involved with the resale, remarketing, and any deficiency if I default and the Auction Company and City must resell any property(s) due to my default. I agree that if I bid on multiple properties, these terms and all fees apply individually to each separate parcel.

CITY OF FULTON ONLINE AUCTION TERMS SEE BIDDER APPLICATION AND WEBSITE FOR ADDITIONAL DOCUMENTS AND INFORMATION

- 13. I have read and agree to be bound by all terms herein and related auction documents as well as contained in the City of Fulton Tax Property Online Bidder Registration Application and fully and unconditionally understand and agree to abide by and be bound to them without exception.
- 14. By registering, I acknowledge I have sufficient funds to meet all requirements as called for by the terms within the Online Bidder Application as well as purchase agreement post auction. I agree to be fully responsible for all collection costs, plus reasonable attorney fees related to any and all collection costs incurred by the City or auction company if I default and fully understand that litigation between the City and any bidder or buyer will only be brought forth in Oswego County Supreme Court and any litigation between the auction company and any bidder or buyer shall only be brought forth in Schenectady County Supreme Court, unless otherwise brought forth by the auction company against the bidder. In this case the jurisdictional court will be selected by solely by the Auction Company.
- 15. Upon being declared the high bidder on a parcel, the Bidder as Purchaser will be contacted by the Auction Company to schedule an appointment which will take place at Fulton City Municipal Building, 141 S 1st St, Fulton, NY 13069 Monday, July 17th, 2023 and Tuesday, July 18th, 2023, from 9:00 am to 4:00 pm and at that time the buyer will be required to execute the Contract of Sale Packet and remit the required Down Payment of (10%) Ten Percent of the bid price and (10%) Ten Percent Buyer's Premium or flat fifteen hundred dollar flat fee, whichever is greater, per property, and (1.5%) One and a Half Percent Advertising Fee per property, based on the total on bid amount. If a bid price is \$1,000.00 or less, plus buyer's premium and all other required fees/costs, if any described herein, shall be the total purchase price and must be paid in full at time of contract completion. All monies must be paid by Cash or Official Bank Check (US Funds Only). THE FOLLOWING PAY-MENT METHODS WILL NOT BE ACCEPTED: Credit Card, Debit Card, Pre-Paid Cards, Money Orders, Personal or Business Checks.
- 16. The property will be sold as advertised and "AS IS" with absolutely no warranty or guaranty, expressed or implied. I agree to accept the property in, "AS IS" condition with all faults as defined in the Auction Rules/Terms/Contracts/Disclosures and Sales Contract. No representations of any kind are or have been made by the Auction Company, City of Fulton, or their agents as to the title or physical condition of the property or as to the existence of any improvements thereon including water/well and sewer/septic systems. The sale of these properties is pursuant to a purchase contract. Failure of purchaser to secure financing prior to date of transfer does not constitute grounds for an extension or return of the down payment, buyer's premium, advertising fee or administrative fee. All information contained in the Auction Brochure, contained within the website of Collar City Auctions, Inc. and contained in the Online Bidder Application is supplied for informational purposes only and not guaranteed. Prospective purchasers are urged to fully research any property prior to bidding at auction. Furthermore, all parties agree to hold harmless the City of Fulton, Auction Company, and their agents from any errors and or omissions, injury and or other matter that may arise now or in the future.
- 17. I am an eligible buyer as defined in the Auction Terms, Online Bidder Application and Sales Contract Packet.
- 18. (a) I am not acting as an agent of any officer, stockholder of a corporation or general or limited partner of a partnership which owns any of the properties being offered for sale.
- (b) I do not own property in, either individually, jointly with another, through a corporation or partnership, which has two or more years of delinguent taxes.
- (c) I am not acting on behalf of, as an agent of, or a representative of any of the persons or entities set forth herein or above.
- (d) that I have not defaulted from the prior FIVE years' City of Fulton Delinquent Auctions. That by submission of a bid, each bidder and each person signing in person or electronically on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies that to the best of their knowledge and belief: The prices in a bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or

with any competitor. I acknowledge and understand that all my bids will be placed and accepted by the auction company at "MAX BID". This means whatever amount is bid will be accepted and posted as the current high bid.

- 19. I understand that in the event that I refuse or fail to complete my contractual obligations as a successful high bidder or if I fail to consummate purchase of any parcel at an auction I will immediately pay the auction company all fees due, including, but not limited to all down payment and buyer's premium monies, advertising fee due and the second highest bidder of that parcel, at the discretion of the City of Fulton, NY, shall be offered the opportunity to purchase the parcel, as a new separate transaction, at the amount of the second highest bid plus the buyer's premium, closing costs/fees, and such other amounts as are due under these terms and conditions of sale. Secondary sale is not grounds for any refund or release of performance obligations to initial bidder as purchaser.
- 20. I understand and agree that if at any time prior to the recording of the deed, the City determines that the Buyer is one of the persons set forth in paragraph 4, 5 and 6 herein or in violation of paragraph 8 herein, the City of Fulton at its sole option shall declare the public online auction sales contract breached and the City of Fulton shall retain any and all down payments made, and the Buyer shall forfeit all buyer's premium, advertising fee and administrative fee to the auction company paid or due and owing without recourse. I understand that if I am an elected official bidding on tax property within the local government jurisdiction that I serve, knowingly entering into a purchase contract is in violation of state law and may subject me to criminal and/or civil penalties including but not limited to: forfeiture of deposits, purchase price, buyer's premium, advertising fee, administrative fee and title to the subject property.
- 21. I agree to hold the City of Fulton, Auction Company, and their agents and or principals to the extent permitted by law, harmless from any claims based on environmental hazards that may be present on any property I purchase. No representations have been made or will be made by the City of Fulton or Auction Company as to the environmental condition or zoning compliance of any property.
- 22. I have received a copy of the pamphlet Protect Your Family from Lead in Your Home and I waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.
- 23. I understand that only bids made by clearly using my user identification/user screen name will be accepted and that the bidding process will be recorded.
- 24. All parcels purchased by a Buyer must be paid for in full. Selective closings are not permitted. Failure to remit full payment on all parcels purchased at the auction will result in a forfeiture of all monies paid, which will be retained by the City and Auction Company as liquidated damages, and the cancellation of all sales to the Buyer.

25. All tax properties sold at auction are being sold subject to:

- (a) Rights of the public and others in and to any part of the premises that lies within the bounds of any street, alley, or highway.
- (b) Manufactured home, mobile home or trailer liens, if any.
- (c) All covenants, leases, easements, and restrictions of record affecting said premises, if any.
- (d) Any state of facts that an accurate, currently dated survey might disclose.
- (e) Environmental conditions of property.
- (f) All New York State and Federal tax liens, if any.
- (g) All taxes due as applicable and disclosed on the date of the auction. It is understood that these taxes may not be exact and owing.
- (h) Current School and/or Sewer taxes/relevies, if any.
- 26. The premises being sold may be subject to tenancies and/or leases affecting the said premises. Buyer is to determine the existence and status of such interests and the applicable legal rights there to. Evictions, if necessary, are solely the responsibility of the Buyer after the recording of and receipt of the deed.
- 27. The total Bid Price is the combination of the high bid, the buyer's premium,

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advertising fee, and all applicable fees. The buyer shall enter into the required non-contingent purchase and sale agreement. All sales shall be final, absolute and without recourse, and in no event shall the City of Fulton or Auction Company be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, successors, or assigns, against the City of Fulton or Auction Company arising from this sale.

- 28. Notice is hereby given that the premises being sold may lie within an Agricultural District as designated upon the tax map. It is the sole responsibility of any bidder to ascertain which specific parcel(s) is so designated and thereby sold subject to the provisions of law applicable thereto.
- 29. All bids are subject to and contingent upon acceptance and approval by the City of Fulton, NY Common Council. The purchaser's bid will be submitted to the City of Fulton, NY Common Council on Tuesday, August 1st, 2023. It shall be the purchaser's responsibility on Wednesday, August 2nd, 2023, after 12:00 Noon to visit the website of Collar City Auctions, Inc. at www.CollarCityAuctionsOnline.com to determine whether my bid was accepted or rejected by the City Council or call our office Monday Friday 9:00 am 4:00 pm at 518-895-8150.
- 30. The purchaser must pay the balance of the purchase price (paid in cash, cashier's check, or bank check) payable to the City of Fulton together with the necessary recording taxes and fees (paid in cash or certified check payable to City of Fulton) to the Fulton City Municipal Building, 141 S 1st St, Fulton, NY 13069 no later than 3:00 PM on Friday, August 11th, 2023. Upon receipt of such payments, the deed will be recorded in the County Clerk's Office and mailed to the purchaser upon completion of the recording process. The purchaser may not assign his/her right to complete the sale. ALL DEEDS SHALL BE EXECUTED SOLELY IN THE NAME OF THE BIDDER (AND SPOUSE, IF REQUESTED) AS REGISTERED AT THE AUCTION. If the purchaser fails to make such payments, the sale shall be deemed cancelled, the City shall not be obligated to convey the property to the purchaser and the purchaser's deposit shall be retained by the City as liquidated damages. IF THE BALANCE DUE FROM BUYER(S) PLUS ANY ADDITIONAL CHARGES ON EACH PROPERTY PURCHASED AT AUCTION IS NOT RECEIVED IN FULL ON OR BEFORE Friday, August 11th, 2023 at 3:00 PM, at the Fulton City Municipal Building, 141 S 1st St, Fulton, NY 13069, THE BUYER(S) SHALL IMMEDI-ATELY FORFEIT THEIR DOWN PAYMENT OR ANY PAYMENTS MADE WITHOUT RECOURSE AND THE PURCHASE AND SALE AGREEMENT SHALL BECOME NULL AND VOID FOR ANY OBLIGATION THE COUNTY AND AUCTION COMPANY HAD TO PURCHASER. Purchaser agrees and understands that the buyer's premium, advertising fee and administrative fee is deemed earned by Auction Company upon approval or acceptance of bid by the City and is non-refundable. This means when you become the successful high bidder through bidding. A sample Purchase and sale agreement is available online at www.CollarCountyAuctionsOnline.com or call our office at 518-895-8150 x 3002 to request a sample be sent via USPS if you do not have internet access. No internet access? You may also place a bid utilizing our "Absentee Bid Form Contained within the "Online Bidder Application". Persons defaulting from prior year's auctions are disgualified for 5 years (sixty months) from participating in delinquent property tax auctions or acquiring title through such process.
- 31. The transfer costs/fees which the purchaser shall be required to pay, in addition to bid price, shall consist of:
- (a) Filing fee for the Real Property Transfer Report (RP-5217) of \$125.00 if the property class code is 100-299, and \$250.00 if the property class code is 300-999.
- (b) Capital Gains Transfer Tax is \$2.00 for every \$500.00 and a \$5.00 Filing Fee
- (c) Preparing, recording and filing of the deed, \$60.00
- (d) Reverter Clause, \$10.00
- 32. Property Inspections: Please drive by ONLY. Improved properties may ONLY be inspected from the exterior. Please do not enter any improved properties. Please ONLY Drive by Occupied Properties. If an improved property appears to be occupied, you are only permitted to view from the road. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

- 33. Purchasers are not responsible for payment of any delinquent City Taxes that were owed prior to foreclosure. The purchaser IS responsible for the ENTIRE current year school bill and village bill (if applicable), regardless of date of ownership. The 2023 Town and County tax bills will be generated for each parcel and include any and all relevies owed and be the sole responsibility of the purchaser. It is solely the Bidder's responsibility to conduct all due diligence prior to bidding.
- 34. In order to avoid future delinquent charges, the new owner should immediately advise all tax collectors of the new ownership, and the address where future tax bills are to be mailed.
- 35. The City reserves the right to sell to the second highest bidder if Purchaser defaults as a new transaction.
- 36. The City of Fulton Common Council reserves the right to accept or reject any or all bids, or to withdraw any parcel from the sale at any time prior to delivery of the deed to the purchaser.
- 37. In the event that a sale is cancelled by Court Order or judgment or by the City of Fulton Common Council, the successful bidder shall be entitled only to a refund of the purchase money without any accrued interest. Purchaser shall not be entitled to special or consequential damages, attorney fees, reimbursement for any expenses incurred as a result of ownership or improvements of the property, nor for taxes paid during the period of ownership.
- 38. No personal property is included in the sale of any property and/or parcel(s) owned by the City of Fulton. The disposition of any personal property located on, in, under or on the property or parcel sold shall be the sole responsibility of the purchaser upon transfer of title. We recommend seeking legal advice regarding personal property left within or on any subject property before disposing of.
- 39. Notice to Real Estate Brokers/Agents: The Auction Company is acting in the capacity of a Real Estate Broker/Auctioneer and NOT as a Realtor on the auction of the properties contained herein. The Auction Company is NOT offering any cooperating brokerage fee to any outside brokerage company or agent for producing a bidder or purchaser at this auction. It is recommended that Brokers and/or Agents structure some type of compensation from the buyer they are representing.
- 40. Due to the nature of doing business over the internet, The Auction Company reserves the right to re-start bidding on any lot or lots or entire auction due to any technical or technology issue(s) experienced during the auction process. Furthermore, the bidder, bidder as purchaser or purchaser unconditionally agrees that neither the Auction Company nor the County or its principals, agents, servants, employees and subcontractors, shall be held liable or responsible, in any manner for damage, loss or claims arising out of or related to technical issues or acts of God which are beyond the reasonable control of the Auction Company and County as they may arise from or during the online auction process. The final decision of the Auction Company shall be final and binding.
- I, the Bidder, acknowledge that I, read, write, and fully understand the English language and further agree and acknowledge that I have fully read and, if felt necessary, reviewed all terms/bidder registration documents related to bidding and purchasing with my counsel. I further acknowledge that all information is true and accurate under penalty of law.

Print Name	
Signature	Date
Print Name	
Signature	Date

CITY OF FULTON TAX FORECLOSURE REAL ESTATE CONTRACT OF SALE

Purchaser: John Q. Public Address: 1 Main Street City: Anytown, NY 00000 Phone: 000-000-0000 Bidder Number: 1 SS#/Fed ID Number: 123-45-6789

Date: July 17, 2023

I hereby agree to purchase the property known as Auction Tract/Lot No: 1, 10 Main Street, located in the City of Fulton, County of Oswego, State of New York, Tax Map No: XXX.XX-XX-XX and agree to pay the bid price of $\frac{$35,000}{$35,000}$ plus the 10% Buyer's Premium of $\frac{$3,500}{$35,000}$ and 1.5% Advertising fee of $\frac{$525}{$525}$ together with closing/transfer costs, property and school tax, if applicable, for the said property on the terms contained in the TERMS AND CONDITIONS OF THE SALE and additional documents signed by and agreed to by me and made part of this contract.

It is understood and agreed that the conveyance will be by TAX DEED to be executed subsequent to receipt of all money due in accordance with the TERMS AND CONDITIONS OF SALE.

I have deposited with City of Fulton Treasurer's Office the sum of <u>\$3,500</u> which represents the down payment and may include deed and filing fees below. Additionally, I unconditionally acknowledge payment and release of the full non-refundable buyer's premium and advertising fee to the Auction Company, for its sole use, auction day. The down payment, buyer's premium and advertising fee shall be forfeited as liquidated damages if the PURCHASER fails to comply with the TERMS AND CONDITIONS OF THE SALE as indicated therein.

Buyer: John Q. Public

Buyer:

Social Security #/ Federal ID

Social Security #/ Federal ID

Receipt of \$7,525 NON-REFUNDABLE down payment, buyer's premium, advertising fee and other fees are hereby acknowledged.

.....

Bid Price: \$35,000 Capital Gains Filing Fee: \$5 RP-5217 Filing Fee: \$125 Deed Recording, Filing & Mailing Fees: \$60 Reverter Agreement Fee: \$10 NYS Transfer Tax: \$140

SUB-TOTAL: \$35,340 Less Down Payments: \$3,500 Total Due by August 11, 2023:</u> \$31,840

Buyers Premium and 1.5% Advertising Fee To Be Paid Upon Receipt: \$4,025



City of Fulton, New York

REVERTER AGREEMENT PURCHASER ACKNOWLEDGES THAT IF THEY FAIL TO COMPLETE THEIR OBLIGATIONS THE PROPERTY WILL REVERT BACK TO THE CITY OF FULTON

Parties to this agreement are the City of Fulton and

For valuable consideration, the parties hereto make this REVERTER AGREEMENT respecting

. Fulton, NY 13069

residing at

who acquired title to Fulton, NY 13069 at public auction on July 17, 2023 and is known as the (PURCHASER) and the City of Fulton, NY is further known as the (Seller). The term "PURCHASER" shall include multiple or singular purchasers.

2. Purchaser warrants and agrees that (they) (he) (she) shall complete the following actions, on or before July 18, 2024; repair, rehabilitate/renovate the premises in accordance with all Federal, State, County and City statutes, laws, rules, regulations, code, and zoning requirements.

3. Purchaser may request one thirty-day extension of time to complete the aforementioned acts. Such extension shall be made in writing to both the Law Department and the Office of the Controller of the CITY OF FULTON 10 days prior to the expiration of the original completion date. Upon written approval and consent, Purchaser shall then have an additional thirty days from the original completion date to complete Purchaser's obligations.

4. Purchaser agrees that if (they) (he) (she) fails to timely complete their obligations hereunder, that title to the property will revert to the CITY OF FULTON pursuant to this Agreement. As security for the faithful performance of these duties, Purchaser has executed a deed and such other documents which conveys the property back to the CITY OF FULTON. The deed conveying ______ back to the CITY OF FULTON, as security in the event Purchaser defaults in their covenants and obligations shall upon full compliance, be returned to Purchaser upon demand. The recording fee for a Reverter Release shall be paid by the Purchaser.

5. Upon default, Purchaser will be notified by ordinary first class and certified mail at , with written notice that (they) (he) (she) are in default, and that (they) (he) (she) have 30 days from mailing to cure said default. The certified mailing will be deemed complete upon depositing it in the mail, and such notice will not be negated by the failure of Purchaser to accept, collect to sign for it.

6. Upon failure to cure said default within 30 days of the mailing of the written default notice, the REVERTER DEED conveying the property back to the CITY OF FULTON may be recorded at any time, without further notice, at the sole discretion of the Law Department of the CITY OF FULTON. Upon recording, Purchaser shall immediately vacate the premises together with any tenants that may be residing there. Upon failure to vacate, Purchaser shall be liable to the City for all fees, costs and expenses incurred in an eviction proceeding. Purchaser consents and agrees that in (his) (her) (their) absence, the Oswego County Sheriff shall sign any documents necessary for the filing of the REVERTER DEED back to the City of FULTON. Purchaser and any successors, heirs or assigns hereby waive any and all claims, costs, and damages it may incur under this Agreement.

7. Purchaser shall maintain and repair the premises such that it is in full compliance with all repairs and shall rehabilitate/renovate the premises in accordance with all Federal, State, County and City statutes, laws, rules, regulations, code, and zoning requirements. In the event of default, Purchaser are (is) liable to the City of Fulton for all costs incurred by the City, if any, including but not limited to recording costs of the Reverter Deed, and for damages, repairs, maintenance, or destruction of the premises, and for the costs of collection, if any, including reasonable attorney's fees.

8. In the event the Purchaser sells the subject real property to a third party, that party shall take possession subject to this Reverter Clause. Furthermore, this Reverter Agreement, and the covenants and representations contained herein, shall survive the closing and transfer of title, do not merge therein and remain fully enforceable.

Dated:	
Purchaser	Print- Name
Purchaser	Print- Name
CITY OF FULTON	

BY: Name

STATE OF NEW YORK COUNTY OF OSWEGO

, in the year 2023, before me, the undersigned, personally appeared, (Purchaser's Name) personally known to On the day of me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public or Commissioner of Deeds in the State of New York My Commission Expires _

Sample Purchase Transaction

Money Due Auction Day with <u>Cash or Cashier Check</u> <u>Payment</u>

\$50,000 Purchase/Bid Price	\$1,000 Purchase/Bid Price	
\$ 5,000.00 Down Payment (10%)	\$ 1,000.00 Down Payment	
\$	\$ <u>100.00</u> Buyer's Premium (10%)	
\$750.00 Advertising fee (1.5%)	\$ 15.00 Advertising fee (1.5%)	
\$ 10,750.00 Due Auction Day	\$ 1,115.00 Due Auction Day as Purchase Price in Full*	
Monies Due:	Monies Due:	
\$50,000.00 Purchase/Bid Price	\$ ZERO Purchase/Bid Price	
\$ <u>5,000.00</u> Down Payment (10%)		
\$45,000.00 Due at Closing PLUS*	See Below*.	

*Samples Do Not Include Applicable Closing/Transfer Costs Due and Payable to County Post Auction.

*Applicable Additional Costs Due No Later than August 11, 2023, as specified in Auction Terms and Conditions.

All Bids of \$1,000.00 or less require full payment Auction Day consisting of Bid Price, Buyer's Premium, Advertising fee, and ALL Other Applicable Closing/Transfer Costs.

The closing costs/fees which the purchaser shall be required to pay, in addition to bid price, shall consist of:

- a) Filing fee for the Real Property Transfer Report (RP-5217) of \$125.00 if the property class is 100-299 and \$250.00 if the property is class 300-999;
- b) Capital Gains Transfer Tax \$2.00 for every \$500.00
- c) Filing fee for combined Gains Transfer Tax Affidavit, \$5.00;
- All other fees and surcharges required by the Oswego County Clerk for recording of the deed, \$60.00;
- e) Reverter Clause, \$10.00



Licensed & Bonded Auctioneers/Liquidators/Realtors/Certified Appraisers & Consultants 9423 Western Turnpike Delanson, NY 12053-2105

WORLDWIDE AUCTION, LIQUIDATION, REAL ESTATE, APPRAISAL, CONSULTING & MGMT. SERVICES

ONLINE REAL ESTATE AUCTION

"PLEASE RUSH" TIME DATED MATERIAL





54 CITY OF FULTON, NY TAX FORECLOSED PROPERTIES

Begins Online: Tuesday, June 20, 2023 Registration Closes: Tuesday, July 11, 2023 at 1:00 PM (ET) Bids Begin Closing: Wednesday, July 12, 2023, 11:00 AM (ET) See Website for Complete Details and Registration Application

REGISTER ONLINE at www.CollarCityAuctionsOnline.com