

2014

Real Estate Auction Bidder's Package

City of Poughkeepsie Properties

Thursday, April 3rd at 10:00AM

(Registration starting at 9:00AM)

Auction Site: Grand Hotel

40 Civic Center Plaza

POUGHKEEPSIE, NEW YORK



"Auction Marketing Specialists"

*Auctioneers, Consultants and
Real Estate Professionals*



(800) 243-0061

#1 - 17 Albany Street, City of Poughkeepsie

One family, 2 story old style, built 1890+/-, 908+/- sq. ft., 1BR/1BA, porch.
Tax map: 6062-67-817320 Lot Size: 0.04+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$133,700
Inspection: Vacant. Check website for showing schedule.



#2 - 19 Albany Street, City of Poughkeepsie

One family, 2 story old style, built 1880+/-, 1,020+/- sq. ft., 3BR/1BA.
Tax map: 6062-67-819322 Lot Size: 0.04+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$133,700
Inspection: Vacant. Check website for showing schedule.



#3 - 8 Balding Avenue, City of Poughkeepsie

Two family, 2 story colonial, built 1910+/-, 1,512+/- sq. ft., 5BR/2BA, porch.
Tax map: 6162-69-098230 Lot Size: 0.05+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$121,500
Inspection: Vacant. Check website for showing schedule.



#4 - 149 Cannon Street, City of Poughkeepsie

Residential vacant land.
Tax map: 6161-23-276969 Lot Size: 0.22+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$74,600
Inspection: Vacant Land. Drive by anytime.



#5 - 53 Catharine Street, City of Poughkeepsie

Parking lot.
Tax map: 6162-70-200138 Lot Size: 1.548+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$188,000
Inspection: Vacant Land. Drive by anytime.



#6 - 14 S. Cherry Street, City of Poughkeepsie

Residential vacant land.
Tax map: 6161-23-334964 Lot Size: 0.13+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$20,800
Inspection: Vacant Land. Drive by anytime.



#7 - 330 Church Street, City of Poughkeepsie

Commercial 2 story apartment, built 1921+/-, 2,584+/- sq. ft., 6 total units.
Tax map: 6161-23-346885 Lot Size: 0.18+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$125,000
Inspection: Vacant. Check website for showing schedule.



#8 - 23 N. Clinton Street, City of Poughkeepsie

Residential vacant land.
Tax map: 6162-79-276093 Lot Size: 0.13+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$33,300
Inspection: Vacant Land. Drive by anytime.



#9 - 21 N. Clinton Street, City of Poughkeepsie

Parking lot.
Tax map: 6162-79-274090 Lot Size: 0.11+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$60,000
Inspection: Vacant Land. Drive by anytime.



#10 - 55 N. Clinton Street, City of Poughkeepsie

Commercial 3 story apartment building, built 1920+/-, 5,830+/- sq. ft.
Tax map: 6162-71-288157 Lot Size: 0.22+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$75,000
Inspection: Vacant. Check website for showing schedule.



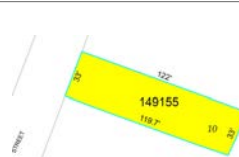
#11 - 31 S. Clinton Street, City of Poughkeepsie

Commercial 3 story apartment building, built 1921+/-, 3,732+/- sq. ft.
Tax map: 6161-22-234915 Lot Size: 0.15+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$75,000
Inspection: Vacant. Check website for showing schedule.



#12 - 23 Conklin Street, City of Poughkeepsie

Residential vacant land.
Tax map: 6162-70-149155 Lot Size: 0.09+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$31,100
Inspection: Vacant Land. Drive by anytime.



#13 - Cottage Street, City of Poughkeepsie

Residential vacant land.
Tax map: 6162-73-547142 Lot Size: 0.13+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$28,200
Inspection: Vacant Land. Drive by anytime.



#14 - Cottage Street, City of Poughkeepsie

Residential vacant land.
Tax map: 6162-73-543125 Lot Size: 0.19+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$33,400
Inspection: Vacant Land. Drive by anytime.



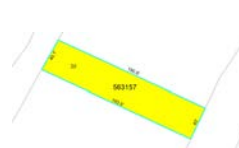
#15 - Cottage Street, City of Poughkeepsie

Residential vacant land.
Tax map: 6162-72-452173 Lot Size: 0.27+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$37,300
Inspection: Vacant Land. Drive by anytime.



#16 - 25 Fitchett Street, City of Poughkeepsie

One family, 1 story bungalow, built 1910+/-, 688+/- sq. ft., 2BR/1BA, porch.
Tax map: 6162-73-563157 Lot Size: 0.17+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$50,000
Inspection: Vacant. Drive by anytime.



#17 - 142 Garden Street, City of Poughkeepsie

Residential vacant land.
Tax map: 6162-62-153332 Lot Size: 0.09+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$31,100
Inspection: Vacant Land. Drive by anytime.



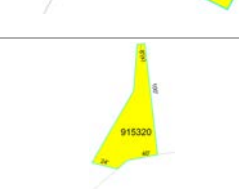
#18 - 141 Garden Street, City of Poughkeepsie

Residential vacant land.
Tax map: 6162-62-167327 Lot Size: 30 X 110+/- Ft
School District: Poughkeepsie City SD Full Market Value: \$20,800
Inspection: Vacant Land. Drive by anytime.



#19 - 10 Gifford Avenue, City of Poughkeepsie

Residential vacant land.
Tax map: 6062-68-915320 Lot Size: 0.48+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$41,500
Inspection: Vacant Land. Drive by anytime.



#21 - 5 Grant Street, City of Poughkeepsie

One family, 2 story old style, built 1920+/-, 1,827+/- sq. ft., 4BR/2BA, porch, 1 story attached garage.
Tax map: 6162-79-325047 Lot Size: 0.07+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$108,300
Inspection: Vacant. Check website for showing schedule.



#22 - 1 Harrison Street, City of Poughkeepsie

One family, 2 story old style, built 1920+/-, 1,040+/- sq. ft., 3BR/1BA, porch.
Possible fire damage.

Tax map: 6162-79-313085 Lot Size: 0.04+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$85,000
Inspection: Vacant. Drive by anytime.



#23 - 38 High Street, City of Poughkeepsie

Commercial 1 story warehouse, built 1970+/-, 540+/- sq. ft.

Tax map: 6162-62-218257 Lot Size: 0.17+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$67,800
Inspection: Vacant. Drive by anytime.



#24 - 18 Hooker Street, City of Poughkeepsie

Commercial 3 story apartment, built 1900+/-, 2,736+/- sq. ft., porch, 1 story detached garage.

Tax map: 6161-22-168887 Lot Size: 0.14+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$75,000
Inspection: Vacant. Check website for showing schedule.



#25 - 98 Hudson Avenue, City of Poughkeepsie

Residential vacant land.

Tax map: 6162-57-618385 Lot Size: 50 X 175+/- Ft
School District: Poughkeepsie City SD Full Market Value: \$37,300
Inspection: Vacant Land. Drive by anytime.



#26 - 535 Main Street, City of Poughkeepsie

Commercial vacant land.

Tax map: 6161-23-361980 Lot Size: .06+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$58,800
Inspection: Vacant Land. Drive by anytime.



#27 - 11 Marshall Street, City of Poughkeepsie

Residential vacant land.

Tax map: 6162-61-040302 Lot Size: 0.09+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$31,100
Inspection: Vacant Land. Drive by anytime.



#28 - 16 Rose Street, City of Poughkeepsie

Now Residential vacant land.

Tax map: 6162-80-381005 Lot Size: 0.13+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$87,600
Inspection: Vacant Land. Drive by anytime.



#29 - Smith Street, City of Poughkeepsie

Residential vacant land.

Tax map: 6162-79-285084 Lot Size: 0.16+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$37,300
Inspection: Vacant Land. Drive by anytime.



#30 - 36 Smith Street, City of Poughkeepsie

Residential vacant land.

Tax map: 6162-79-291091 Lot Size: 0.10+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$37,300
Inspection: Vacant Land. Drive by anytime.



#31 - 108 Smith Street, City of Poughkeepsie

Commercial 2 story converted residence, built 1950+/-, 2,741+/- sq. ft., 3BR/2BA;
1 story commercial/industrial building, built 1961+/-, 1,618+/- sq. ft.

Tax map: 6162-71-374174 Lot Size: 0.11+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$71,300
Inspection: Vacant. Check website for showing schedule.



#32 - 49 Smith Street, City of Poughkeepsie

Three family, 3 story duplex, built 1900+/-, 3,360+/- sq. ft., 6BR/3BA, porch.
Tax map: 6162-79-322099 Lot Size: 0.10+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$124,900
Inspection: Vacant. Check website for showing schedule.



#33 - 156 Smith Street, City of Poughkeepsie

Residential vacant land.
Tax map: 6162-64-473278 Lot Size: 0.06+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$19,100
Inspection: Vacant Land. Drive by anytime.



#34 - 164 Smith Street, City of Poughkeepsie

Residential vacant land.
Tax map: 6162-64-481287 Lot Size: 0.06+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$19,100
Inspection: Vacant Land. Drive by anytime.



#35 - 166 Smith Street, City of Poughkeepsie

Residential vacant land.
Tax map: 6162-64-483289 Lot Size: 0.06+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$19,100
Inspection: Vacant Land. Drive by anytime.



#36 - 168 Smith Street, City of Poughkeepsie

Vacant land.
Tax map: 6162-64-485291 Lot Size: 0.07+/- Acre
School District: Poughkeepsie City SD Full Market Value: \$44,100
Inspection: Vacant Land. Drive by anytime.



#37 - 127 Thompson Street, City of Poughkeepsie

One family, 2 story old style, built 1910+/-, 1,240+/- sq. ft., 3BR/1BA, porch, 1 story detached garage.
Tax map: 6162-80-383099 Lot Size: 25 X 122+/- Ft
School District: Poughkeepsie City SD Full Market Value: \$85,100
Inspection: Vacant. Check website for showing schedule.



CITY OF POUGHKEEPSIE MULTI-PROPERTY REAL ESTATE AUCTION

Thursday, April 3, 2014 at 10:00AM
Grand Hotel, 40 Civic Center Plaza, Poughkeepsie, New York

BIDDER'S AUCTION PACKAGE

Prepared by:

ABSOLUTE AUCTIONS & REALTY, Inc.

45 South Avenue, P. O. Box 1739, Pleasant Valley, NY 12469
(845) 635-3169 1 (800) 243-0061, e-mail: info@AbsoluteAuctionRealty.com
and

HAROFF AUCTION & REALTY, Inc.

100 Pine Lane, P.O. Box 71, Schroom Lake, NY 12870
(518) 532-9600 1 (800) 292-7653, e-mail: haroff@haroff.com

IMPORTANT ● DISCLAIMERS

ATTENTION PROSPECTIVE BIDDERS

The information set forth in this Bidder's Package is believed to be correct and complete. However, the sellers, CITY OF POUGHKEEPSIE along with ABSOLUTE AUCTIONS & REALTY, Inc. and HAROFF AUCTION & REALTY, Inc., make no warranties as to the accuracy and completeness of this information.

*“Prior to the auction, prospective bidders should make such inspection and investigation as they deem appropriate. If you have not made a prudent inspection and investigation regarding the auction parcel(s), we ask that you **DO NOT BID** at today's auction.”*

DUTCHESS COUNTY REAL PROPERTY TAX MAPS

These maps were prepared for Tax Administration purposes only. They are not intended to be used in the conveyance of property. There is no guarantee of accuracy or completeness. All information on these maps is subject to such variations and corrections as might result from an accurate instrument by a licensed surveyor.

ANNOUNCEMENTS MADE AT THE AUCTION SUPERSEDE ANY PREVIOUSLY PRINTED MATERIAL OR STATEMENTS MADE.

IMPORTANT STATEMENT:

At this time it is expected that everyone that will be bidding at today's auction has made a proper and prudent investigation and inspection of the properties that they wish to bid on today.

*“If you have **NOT** made a prudent and thorough inspection and investigation into the properties in this auction, please **DO NOT** bid on any of them.*

NOTICE:

Upon being declared the successful high bidder, you must immediately go to the contract table, make your deposit, sign your Contract of Sale and closing documents. You may also bid from the contract table area. Thank you.

The NYSAuctions.com Team



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.

Absolute Auction &
Realty, Inc.

This form was provided to me by Susan A. Doyle (print name of licensee) of _____ (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Seller as a (check relationship below) | <input type="checkbox"/> Buyer as a (check relationship below) |
| <input checked="" type="checkbox"/> Seller's agent | <input type="checkbox"/> Buyer's agent |
| <input type="checkbox"/> Broker's agent | <input type="checkbox"/> Broker's agent |
| <input type="checkbox"/> Dual agent | |
| <input type="checkbox"/> 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 { X } 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. 4852(d) 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	City of Poughkeepsie	_____ Date	_____ Seller	_____ Date
_____ Purchaser		_____ Date	_____ Purchaser	_____ Date
_____ Agent	Susan A. Doyle Absolute Auction & Realty, Inc.	_____ Date	_____ Agent	_____ Date

Terms and Conditions of the Auction

INTERNET TERMS (in addition to standard terms below):

1. **Registration.** All bidders are required to register and provide suitable I.D. (photo copy acceptable) prior to the auction. Auctioneer reserves the right to decline registration if I.D. produced is not sufficient. Notarized copy of bidder's signature on copy of bidder's valid driver's license or passport must be provided to auctioneer. **NO EXCEPTIONS.**
2. **Bidder Approval.** Download the "Internet Bidder Registration Packet" by visiting the following webpage, <http://content.NYSAuctions.com/Poughkeepsie/PoughkeepsieInternetBiddersRegistrationPackage.pdf>. Complete all required information areas where highlighted by printing, signing legibly and return to office of auctioneer/broker no later than 4:00PM on Monday, March 31, 2014. **NO EXCEPTIONS.**
3. **INTERNET BIDDING** through our Provider is offered as a service to our customers, and bidders shall not hold City of Poughkeepsie and/or Absolute Auctions & Realty, Inc. or Haroff Auction & Realty, Inc., responsible for any failure due to the loss of the internet connection supplied to Absolute Auctions & Realty, Inc. and Haroff Auction & Realty, Inc., by the Provider.

STANDARD TERMS:

1. The City of Poughkeepsie acquired title to these properties pursuant to Section 14.22 of the Administrative Code, and all known rights of redemption under said provisions of law have expired.
2. For the purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All sales are subject to approval by the City of Poughkeepsie. If a sale is rejected by the City of Poughkeepsie the entire deposit will be refunded to the purchaser. Once approved by the City of Poughkeepsie all sales are final. Failure to make full payment within thirty (30) days of the date of City of Poughkeepsie approval will result in forfeiture of the right to purchase the property and the security deposit.
4. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) any other applicable charges (**including, but not limited to, omitted and pro rata taxes, demolition charges, interest and penalties, sanitation and abatement fees**); and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the public auction, (f) all applicable taxes levied after December 31st of this past year, will be apportioned to the purchaser beginning on the day after the auction.
5. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Poughkeepsie to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
6. No personal property is included in the sale of any of the parcels owned by the City of Poughkeepsie, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
7. All informational tools, such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. THE CITY OF POUGHKEEPSIE, THE AUCTIONEER, AND THE BROKER MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.
8. 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 sold subject to the provisions of law applicable thereto.
9. All bidders are required to register and provide suitable personal identification prior to the auction. Auctioneer reserves the right to decline registration if identification is not sufficient. Individuals acting on behalf of others, not in attendance at the auction, must produce a "Power of Attorney" duly executed and notarized. Incorporated entities (Inc., Corp., LLC., etc.) are required to provide AT REGISTRATION: 1) a copy of the state entity incorporation filing receipt, 2) EIN number and 3) a corporate resolution duly embossed with incorporation seal authorizing the registrant to purchase real property for said entity.
10. All bidders are required to use the bidder number issued to them for all purposes associated with the auction. A bidder may not bid on behalf of a party who is on the prohibited bidder list.
11. Bidder acknowledges receivership of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Bidder also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards, mold or asbestos.

12. The former owner of the property, or his agent, shall not be permitted to bid on the property or purchase same at the public auction, unless the amount exceeds the amount of tax arrears. If the former owner, or his agent reacquires the property, all liens existing prior to the foreclosure, will be reinstated and the purchaser (former owner) must sign the deed to reinstate the liens.
13. NO PERSON OR ORGANIZATION CAN BID ON PROPERTIES AT THE AUCTION IF THEY, OR A CORPORATION OR COMPANY THEY ARE AFFILIATED WITH, OWE PROPERTY TAXES (CURRENT YEAR OR PRIOR YEAR) TO THE CITY OF POUGHKEEPSIE. ALL TAX LIABILITIES MUST BE PAID PRIOR TO THE AUCTION IN ORDER TO BID AT THE AUCTION. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid.
14. Purchaser shall provide information necessary to complete, and shall execute, the necessary forms and documents required for recording the deed in the Dutchess County Clerk's Office. Offer to Purchase Form and sale cannot be assigned. Unless the City of Poughkeepsie agrees in writing, the purchaser executing the auction terms and conditions of sale may not assign or otherwise transfer his right to complete the bid. The deed prepared will be in the name of the successful bidder (and spouse) only. No third party bidding will be accepted, unless the bidder identifies that he is bidding as an agent for a disclosed principal.
15. The auctioneer's decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the proceeding bid.
16. **The Purchaser shall be responsible for the payment of a eleven percent (11%) buyer's premium (1% buyer's premium discount for cash or guaranteed funds) in addition to the accepted purchase price, advertising fee of 1.5% of the bid price, closing fees/costs, and apportioned, current years taxes.**
17. \$1,000.00 or 20% of the total contract price (total contract price is the combination of the high bid and the buyer's premium), whichever is higher, shall be paid as a down payment on the day of the auction upon execution of an Offer to Purchase Form. Total contract prices selling for less than \$1,000.00 must be paid in full at auction. **All deposits must be in credit card (Master Card, Discover Card or Visa), cash or guaranteed funds made payable to the "City of Poughkeepsie" and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC). No exceptions.** Purchaser(s) paying by credit card(s) understand and agree(s) that all deposits collected by credit card(s) will be turned over to the City of Poughkeepsie Commissioner of Finance. ***The Purchaser paying by credit card(s) agrees that they shall NOT attempt a charge back on their credit card(s) used in this/these transaction(s) for any reason whatsoever. In such event that a charge back is initiated by Purchaser and that such attempt is upheld in favor of Auctioneer/City of Poughkeepsie, Purchaser agrees and authorizes to compensate Auctioneer with a \$750.00 recovery fee as a new charge to their credit card(s) without requiring additional Purchaser signature(s). Failure to pay such recovery fee will result in collection action against said Purchaser(s).***
18. The closing costs/fees which the purchaser shall be required to pay shall consist of: (1) New York State Transfer Tax [\$2.00 for each \$500.00 of the purchase/bid price]; (2) filing Fee for the Real Property Transfer Report (RP-5217) of \$125.00 if the property is classified as agricultural, a 1-3 family dwelling, an apartment, or a condominium, and \$250.00 if the property is otherwise classified (vacant, commercial, entertainment, community service, industrial, public service, forest, etc.); (3) filing fee for combined Gains Transfer Tax Affidavit [\$5.00]; (4) all other fees and surcharges required by the Dutchess County Clerk for recording of the deed.
19. All parcels for which you are the successful bidder for must be paid in full. No selective closings subsequent to the auction. Failure to remit full payment on all parcels for which you are the successful bidder will result in a default of all deposits tendered, and you will not be permitted to close on any other parcels for which you are the successful bidder.
20. The entire balance of the purchase price, the buyer's premium, and all closing costs/fees must be paid by cash or guaranteed funds to the City of Poughkeepsie Commissioner of Finance on or before **May 2, 2014**. **The City of Poughkeepsie is not required to send notice of acceptance to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the deposit shall be forfeited.** The City of Poughkeepsie reserves the right, to bring an action for specific performance. **"Time is of the essence."**
21. In the event that a sale is cancelled by Court Order or judgment or by the City of Poughkeepsie, the successful bidder shall be entitled only to a refund of the purchase money. Purchaser shall not be entitled to special or consequential damages, nor attorney fees, nor reimbursement for any expenses incurred as a result of ownership or improvements of the property nor for taxes paid during the period of ownership.
22. All sales shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall the City of Poughkeepsie and/or Haroff Auction & Realty, Inc. and Absolute Auctions & Realty, Inc. 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 Poughkeepsie and/or Haroff Auction & Realty, Inc. and Absolute Auctions & Realty, Inc. arising from this sale.
23. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the County acquired title or as corrected up to date of deed. The deed will be recorded by the City of Poughkeepsie upon payment in full of the purchase price, buyer's premium, and closing fees/costs. **POSSESSION OF**

PROPERTY IS FORBIDDEN UNTIL THE DEED IS RECORDED WITH THE DUTCHESS COUNTY CLERK CONVEYING TITLE TO THE PURCHASER. TITLE VESTS AT THE RECORDING OF THE DEED. It is agreed between the City of Poughkeepsie and the purchaser that delivery and acceptance of the deed occurs upon recording of the deed.

- 24. A quitclaim deed issued as a result of the auction shall contain the following provisions: (a) "Nothing contained in any description herein is intended to convey more than the assessed owner owned at the time of the levy of the tax, the non-payment of which resulted in the tax sale. There is no representation as to the extent of the acreage conveyed herein"; (b) "Excepting and reserving all the right, title and interest of the City of Poughkeepsie in and to any portion or interest of the lands herein conveyed, which interest was heretofore acquired other than pursuant to the provisions of the Real Property Tax Law of the State of New York"; (c) "If a parcel is contiguous with property owned by the Purchaser, Purchaser must; upon the request of the City of Poughkeepsie, ask the City Assessor to combine the parcel purchased from the City of Poughkeepsie with adjoining property owned by the Purchaser and Purchaser shall not convey parcel(s) purchased from the City of Poughkeepsie without also conveying adjoining parcel to the same grantee; these restrictions shall run with the land," unless approved by the planning board. Whenever required the abandonment provisions of the real property tax law shall be used (Section 560 RPTL); (d) If the former owner is the grantee herein or subsequently, then all liens that were of record when the City of Poughkeepsie took title are thereby reinstated; and (e) any other conditions that are set forth under "Additional Conditions" on the Schedule "A" .
- 25. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
- 26. The successful purchaser on each auction parcel must remove the auction sign within seven (7) days after the recording of the deed.
- 27. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom the City of Poughkeepsie foreclosed and has no intent to defraud the City of Poughkeepsie of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom the City of Poughkeepsie foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to the City of Poughkeepsie as related to the foreclosure on the property and consents to immediate judgment by the City of Poughkeepsie for said amounts.

Signature _____

Signature _____

PLEASE PRINT YOUR NAME, ADDRESS (as you wish it to be shown on the deed) AND SOCIAL SECURITY NUMBER BELOW:

Printed Name: _____

Printed Name: _____

SS/Fed. ID Number: _____

Social Security Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number (_____) _____

E-Mail Address: _____

Bidder Number:

SCHEDULE A

Lot #	ADDRESS	ACCT #	GRID #	DESCRIPTION	MINIMUM BID	ADDITIONAL CONDITIONS
1	17 Albany Street	009060	6062-67-817320	2-family	\$1,000.00	Secure within 1 week, building permit in 3 months, exterior work complete within 6 months and close out building permit within 2 years.
2	19 Albany Street	009070	6062-67-819322	2-family	\$1,000.00	Secure within 1 week, building permit in 3 months, exterior work complete within 6 months and close out building permit within 2 years.
3	8 Balding Avenue	023180	6162-69-098230	2-family	\$1,000.00	Secure within 1 week, building permit in 3 months, exterior work complete within 6 months and close out building permit within 2 years.
4	149 Cannon Street	045090	6161-23-276969	Vacant lot	\$1,000.00	Any violations to be abated
5	53 Catherine Street	208175	6162-70-200138	Vacant lot / Parking	\$500.00	Must subdivide
6	14 South Cherry Street	063040	6161-23-334964	Vacant lot	\$1,000.00	Any violations to be abated
7	330 Church Street	077150	6161-23-346885	Apartments	\$1,000.00	Secure within 1 week, building permit in 3 months, exterior work complete within 6 months and close out building permit within 2 years.
8	23 North Clinton Street	083080	6162-79-276093	Vacant lot / Parking	\$1,000.00	Any violations to be abated
9	21 North Clinton Street	083070	6162-79-274090	Vacant lot / Parking	\$100.00	Any violations to be abated
10	55 North Clinton Street	084020	6162-71-288157	Multi-family	\$1,000.00	Secure within 1 week, building permit in 3 months, exterior work complete within 6 months and close out building permit within 2 years.
11	31 South Clinton Street	089170	6161-22-234915	Multi-family	\$1,000.00	Secure within 1 week, building permit in 3 months, exterior work complete within 6 months and close out building permit within 2 years.
12	23 Conklin Street	104080	6162-70-149155	Vacant lot	\$100.00	(Abate any violations)
13	Un# Cottage Street	112160	6162-73-547142	Vacant lot	\$100.00	Any violations to be abated
14	Un# Cottage Street	111140	6162-73-543125	Vacant lot	\$100.00	Any violations to be abated
15	Un# Cottage Street & Morgan Avenue	111110	6162-72-452173	Vacant lot	\$1,000.00	Any violations to be abated
16	25 Fitchett Street	148120	6162-73-563157	Single family	\$1,000.00	Secure within 1 week, building permit in 3 months, exterior work complete within 6 months and close out building permit within 2 years.
17	142 Garden Street	175050	6162-62-153332	Vacant lot	\$500.00	Any violations to be abated
18	141 Garden Street	172020	6162-62-167327	Vacant lot	\$100.00	Any violations to be abated
19	10 Gifford Avenue	103110	6062-68-915320	Vacant lot	\$100.00	Any violations to be abated
21	5 Grant Street	197010	6162-79-325047	Single family	\$1,000.00	Secure within 1 week, building permit in 3 months, exterior work complete within 6 months and close out building permit within 2 years.
22	1 Harrison Street	220010	6162-79-313085	1-family	\$500.00	Secure within 1 week, building permit in 3 months, exterior work complete within 6 months and close out building permit within 2 years.
23	38 High Street	225080	6162-62-218257	Vacant lot	\$100.00	Any violations to be abated
24	18 Hooker Avenue	236130	6161-22-168887	Fire damaged	\$100.00	Any violations to be abated
25	98 Hudson Avenue	242160	6162-57-618385	Vacant lot	\$100.00	Any violations to be abated
26	535 Main Street	288150	6161-23-361980	Vacant lot	\$100.00	Any violations to be abated
27	11 Marshall Street	324040	6162-61-040302	Vacant lot	\$100.00	Any violations to be abated
28	16 Rose Street	411150	6162-80-381005	Fire damaged	\$100.00	Lot cleared within 3 months
29	Un# Smith Street	419160	6162-79-285084	Vacant lot	\$1,000.00	Any violations to be abated
30	36 Smith Street	419190	6162-79-291091	Vacant lot	\$100.00	Any violations to be abated
31	108 Smith Street	420130	6162-71-374174	Multi-family	\$1,000.00	Secure within 1 week, building permit in 3 months, exterior work complete within 6 months and close out building permit within 2 years.
32	49 Smith Street	417120	6162-79-322099	3-family	\$1,000.00	Secure within 1 week, building permit in 3 months, exterior work complete within 6 months and close out building permit within 2 years.
33	156 Smith Street	421070	6162-64-473278	Vacant lot	\$100.00	Any violations to be abated
34	164 Smith Street	421100	6162-64-481287	Vacant lot	\$100.00	Any violations to be abated
35	166 Smith Street	421110	6162-64-486289	Vacant lot	\$100.00	Any violations to be abated
36	168 Smith Street	421115	6162-64-485291	Vacant lot	\$100.00	Any violations to be abated
37	127 Thompson Street	442050	6162-80-383099	Single family	\$1,000.00	Secure within 1 week, building permit in 3 months, exterior work complete within 6 months and close out building permit within 2 years.

Sample calculations for required deposits.

CALCULATION OF 11% BUYER'S PREMIUM

(Applies when using a Credit Card or Debit Card for your auction-day downpayment.)

Bid amount	\$10,000.00	\$6,500.00	\$800.00
11% B.P.	<u>1,100.00</u>	<u>715.00</u>	<u>88.00</u>
Total Bid	\$11,100.00	\$7,215.00	\$888.00

CALCULATION OF MINIMUM DOWNPAYMENT REQUIRED AT THE AUCTION

(Requirement is the *greater* of either \$1,000 or 20% of the **total amount** above.)

Bid amount	\$10,000.00	\$6,500.00	\$800.00
11% B.P.	<u>\$1,100.00</u>	<u>\$715.00</u>	<u>\$88.00</u>
Total Bid	\$11,100.00	\$7,215.00	\$888.00
X 20% down	<u>X .20</u>	<u>X .20</u>	<u>X .20</u>
	\$2,220.00	\$1,443.00	\$177.60

DUE AT THE AUCTION	\$2,220.00	\$1,443.00	\$1,000.00 (Minimum deposit)
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This amount will include closing costs up to a total of \$1,000.00 or the full contract price including taxes and closing costs.

CALCULATION OF 10% BUYER'S PREMIUM

(Discount applies when using Cash, Bank/Cashier/Teller check for your auction-day downpayment.)

Bid amount	\$10,000.00	\$6,500.00	\$800.00
10% B.P.	<u>\$1,000.00</u>	<u>\$650.00</u>	<u>\$80.00</u>
Total Bid	\$11,000.00	\$7,150.00	\$880.00

CALCULATION OF MINIMUM DOWNPAYMENT REQUIRED AT THE AUCTION

(Requirement is the *greater* of either \$1,000 or 20% of the **total amount** above.)

Bid amount	\$10,000.00	\$6,500.00	\$800.00
10% B.P.	<u>\$1,000.00</u>	<u>\$650.00</u>	<u>\$80.00</u>
Total Bid	\$11,000.00	\$7,150.00	\$880.00
X 20% down	<u>X .20</u>	<u>X .20</u>	<u>X .20</u>
	\$2,200.00	\$1,430.00	\$176.00

DUE AT THE AUCTION	\$2,200.00	\$1,430.00	\$1,000.00 (Minimum deposit)
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This amount will include closing costs up to a total of \$1,000.00 or the full contract price including taxes and closing costs.



The NYSAuctions.com Team
 100 Pine Lane
 Schroon Lake, NY 12870
 800-292-7653

City of Poughkeepsie Tax Foreclosure Auction

**CONTRACT OF SALE
 and
 RECEIPT OF DEPOSIT**

Purchaser: John Q. Public
 Address: 1 Main Street
 City: Anytown, NY 00000
 Phone: 800-292-7653

Bidder Number: 1
 Fed ID Number:

Date: 4/3/2014

I hereby agree to purchase the property known as Auction Property No: X located in the City of Poughkeepsie, Tax Map No: XX.XX-X-X and agree to pay the bid price of \$50,000.00 plus the 11% Buyer's Premium of \$5,500.00 together with closing costs, school tax, and village tax, if applicable, for the said property on the terms contained in the TERMS AND CONDITIONS OF THE SALE, signed by and agreed to by me and made part of this contract.

It is understood and agreed that the conveyance will be by QUIT CLAIM 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 Poughkeepsie Commission of Finance the sum of \$11,100.00 as a down payment, to apply to the purchase price. Said down payment shall be returned to the PURCHASER forthwith upon notice by City of Poughkeepsie that this offer is not accepted. The deposit 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: John Q. Public

 SS #

 SS #

 Buyer: John Q. Public

 SS #

Receipt of \$11,100.00 deposit is hereby acknowledged.

By _____
 City of Poughkeepsie Commission of Finance

.....
 THE FOLLOWING IS FOR OFFICIAL USE ONLY--DO NOT COMPLETE

Seller:
 The Foregoing offer is:
 1. Accepted on _____
 2. Rejected on _____
 City of Poughkeepsie
 62 Civic Center Plaza
 Poughkeepsie, NY 12601
 PHONE: (845) 451-4027

Recap:
 Bid Price: \$50,000.00
 Buyers Premium: \$5,500.00
 Surcharge: \$5.00
 Advertising Fee: \$750.00
 School/Village Tax: \$277.19
 Town/County Tax: \$601.76
 NYS Transfer Tax: \$200.00
 Filing Fee - RP-5217: \$125.00
 County Clerk Fee: \$55.00

By: _____
 John C. Tkazyik, Mayor

SUB TOTAL: \$57,508.95
 Less Down Payment: \$11,100.00

Total Due by: May 2, 2014 in cash or bank check: \$46,408.95
 Payable to City of Poughkeepsie Commission of Finance. Time is of the essence.



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AUCTION Calendar



If you are not on our e-mail list and would like to receive our auction brochures, please visit our web site at www.NYSAuctions.com and key in your e-mail address.

- **Wed., April 30 @ 11AM - Real Estate Auction - Essex County properties.**
Auction location: Best Western Plus, Ticonderoga Inn & Suites, 260 Burgoyne Rd., Ticonderoga, NY
- **Tues., May 13 @ 11AM - Real Estate Auction - Montgomery County properties.**
Auction location: Horace J. Inman Senior Ctr., 53 Guy Park Ave., Amsterdam, NY
- **Wed., May 21 @ 11AM - Real Estate Auction - Lewis County properties.**
Auction location: Lowville Elk's Club 1605, 5600 Shady Ave., Lowville, NY
- **Wed., June 11 @ 9:30AM - Real Estate Auction - Sullivan County properties.**
Auction location: The Sullivan, 283 Rock Hill Drive, Rock Hill, NY
- **Wed., June 18 @ 11:00AM - Real Estate Auction - Fulton County properties.**
Auction location: Holiday Inn, 308 North Comrie Ave. (State Route 30A), Johnstown, NY
- **Wed., June 25 @ 11AM - Real Estate Auction - Orleans County properties.**
Auction location: Albion Elk's Lodge #1006, 428 West Street, Albion, NY
- **Wed., July 23 @ 11:00AM - Real Estate Auction - Clinton County properties.**
Auction location: West Side Ballroom, 253 New York Rd., Plattsburgh, NY

NYSAuctions.com