

TERMS AND CONDITIONS OF SALE  
REAL PROPERTY LOCATED AT  
8211 HEALY ROAD, TOWN OF FARMERSVILLE,  
COUNTY OF CATTARAUGUS, STATE OF NEW YORK,  
IDENTIFIED AS TAX PARCELS: SECTION 41.001 BLOCK 1 LOT 20.4  
SECTION 41.001 BLOCK 1 LOT 20.1  
WILL BE OFFERED FOR SALE AT PUBLIC AUCTION  
ON TUESDAY, JULY 10, 2018. BIDDING TO BEGIN AT 7:30 PM

The auction will be held on location with Live Web Cast Bidding available

Preview by appointment only or attend preview  
Thursday July 5, 2018 from 5pm to 7pm EST

Auction parcels: Both auction parcels will consist of approximately 11 acres with a cabin, stocked pond, hunting stands, and ATV trails.

(1.) This property is being sold "as is, where is" with no guarantees or warranties of any sort, either actual or implied, including but not limited to the existence of septic or water well, plumbing, heating, electrical, interior and exterior of all buildings, any fixtures, and the land. If required, the Purchaser will pay for a Cattaraugus County health department septic and water test at closing and will pay for any and all repairs or updates if required by Cattaraugus County.

(2.) All property boundaries are approximate, and no guarantees of any kind are given with respect to the acreage shown on tax maps or referred to in any existing deeds, surveys, or sale literature. If a land survey is desired or required, it will be at the purchaser's expense to be completed by closing.

(3.) Prospective Purchasers are responsible for inspecting the property, being knowledgeable about its physical condition and any existing zoning regulations, leases, easements, rights of way, or other restrictions regarding its use, and understanding closing costs and fees, PRIOR TO THE AUCTION.

(4.) The sale will be subject to the approval of the Seller within 48 hours of the auction. The Seller reserves the right to accept or reject any and all bids, for any reason whatsoever.

(5.) The successful high bidders will immediately sign a Contract for Sale of Real Property and will place \$5,000.00 down in the form of cash or good check with Mike Peterson Auction & Realty Service to be held in their escrow account until closing.

(6.) The deposits will NOT be refunded if the sale is not completed due to the default of the Purchasers for any reason and therefore will be forfeited to the seller.

(7.) The deposits WILL be refunded in full to the Purchasers if the sale is not completed due to the default of the Seller for any reason.

(8.) The BALANCE will be due AT CLOSING, ON OR BEFORE August 30, 2018. POSSESSION will be granted at closing.

(9.) The Seller will furnish an insurable title to the Purchaser, free and clear of any liens or encumbrances, subject to any leases, easements, rights of way, or deed restrictions of record. All seller's Gas, oil, mineral, timber and hunting rights will transfer to Purchaser.

(10.) CLOSING COSTS - The Seller will pay for the Title Search update. Purchasers will pay for Revenue Stamps, TP 584 Filing Fee, Deed Recording Fee, RP5217 Filing Fee, and any costs in obtaining financing. Each will pay own attorney fees.

(11.) PROPERTY TAXES will be PRORATED as of the CLOSING DATE.

(12.) Michael W. Peterson is acting only as Sales Agent for the Seller, and has no personal interest in the property.

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER ON THE DAY OF THE SALE WILL TAKE PRECEDENCE OVER ANY PRINTED MATERIAL.

THE SELLER AND HIS SALES AGENTS WILL NOT BE HELD RESPONSIBLE FOR ANY ACCIDENTS SHOULD THEY OCCUR BEFORE, DURING, AFTER, OR BECAUSE OF THE AUCTION.

SELLER: John & Melvin Falker

ATTORNEY:

BROKER: Michael W. Peterson, Mike Peterson Auction and Realty Service  
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