
ANNOUNCEMENTS
Est. Jerry Miller Real Estate Auction
Thursday, August 5, 2010 - 6:00 P.M.

1. **Properties sell in "as is" condition without acceptance of any contingencies.** Compliance with any government regulations will be the responsibility of the purchaser. Also included in the sale of Parcel #1 is an electric stove. Included in Parcel #2 is an electric stove, refrigerator and fireplace w/gas insert. Fixtures and appliances, if any, are sold in "as is" condition. Seller makes no representations or warranties, expressed or implied, regarding the same. **Properties sell as per deed descriptions**. The Seller shall not provide any instrument survey. If Buyer desires an instrument survey, it shall be provided solely at the expense of the Buyer.
2. These properties transfer with a Trustee's deed.
3. **Closing and possession to be on or about September 16, 2010** and is subject to tenant's rights. If the buyer of this property chooses to go to any lender for financing, the suggested closing date is still to be adhered to, and any repairs, survey, septic or other tests, certifications or permits required by that lender will become the Buyer's responsibility.
4. Each property sells to the highest bidder.
5. A ten percent (10%) Buyers' premium will be added to the top bid on the real estate.
6. Upon acceptance of the highest bid, **a deposit of \$ 15,000 will be immediately required in cash or check on Parcels #1, #3, and #4 and \$5,000 on Parcel #2.** Said deposit to be held in Harris Wilcox Inc. Escrow Account. The deposit is non-refundable in case of default or breach of contract on the part of the buyer. In the event the property fails to close due to NO fault of the buyer, the deposit will be returned to the buyer.
7. **TERMS:** All cash at the time of closing. A mortgage may be available to parties who qualify prior to the auction. See attached sheet for possible Mortgage products, under the heading of MORTGAGE TERMS. **Prior to the sale, interested parties and potential Purchasers are encouraged to contact any Lender with whom they have a business relationship. The Lender named in this brochure is prepared to adhere to the suggested closing dates for qualified parties who contact them prior to the auction. This option is worth your consideration.**
8. Bidding and conduct of the sale are at the discretion of the auctioneer. Harris Wilcox Inc. and all of their agents or employees are acting as an agent for the seller.
9. If there are any inconsistencies between published statements and announcements today, the announcements shall prevail. At his discretion, the auctioneer may take intermissions to confirm bidder's qualifications and allow bidders the opportunity to fully consider their position.
10. These Purchase Offer Contracts have been approved as to form by the Seller's Attorney. Before bidding we recommend the Buyer have his or her Attorney review the Purchase Offer Contract.
11. Copies of the Purchase Offers have been posted and passed out at open houses and are available at the office of Harris Wilcox Inc.
12. **WHEN SIGNED, THE PURCHASE OFFER DOCUMENT BECOMES A BINDING CONTRACT. WE RECOMMEND THAT THE BUYER CONSULT AN ATTORNEY BEFORE BIDDING, SINCE NO CHANGES OR CONTINGENCIES TO THIS CONTRACT WILL BE ACCEPTED.** The only items added to this Purchase Offer Contract at the time of closing shall be the purchase price, acknowledgements, and the Parties signatures. You must either show this Purchase Offer

Contract to an Attorney prior to bidding and obtain his or her written approval and file that written approval letter with Harris Wilcox Inc., at the time of Bidder Registration, or you must elect to waive Attorney approval.

13. Parcel #1 will be sold first then Parcel #2. The land parcels will be sold "Choice and Privilege" on a dollar per acre bases. Each highest bidder will have the right to his choice of parcels and the privilege of taking both at the same dollar per acre bid.
14. All parcels are a sale in bulk and if a later instrument survey should show more or less acreage, the property stands as sold with no recourse against the seller or the real estate broker.
15. Section 310 of N.Y.S. Agricultural and Market Law states that: "It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such that farming activities may include, but not be limited to, activities that cause noise, dust and odors."
16. The agricultural tenant has the right to maintain and harvest his current crop by March 1, 2011. There is to be no rent adjustment with the agricultural tenant for the 2010 season. After closing, the purchaser has the privilege of conducting percolation tests on his/her parcel, minimizing crop damage.
17. This is part of an Estate. Being as such, all heirs have a right to bid individually.
18. Any flagging on this property does not necessarily represent the actual boundary lines, but are believed to be fairly accurate.
19. The Buyers of this property should immediately apply for property insurance in order to accommodate the above closing date.
20. Any personal property remaining on Parcel #2 following the auction, and at the time of closing, becomes the property of the buyer. Also, the trailer on Parcel #1 will remain.
21. **To potential bidders – on auction day all interested parties must fill out a buyer's certificate in order to bid. We reserve the right to only accept bids from registered bidders.**