

Private Real Estate Auction #39451

Auction Opens: Fri, Oct 11 12:00pm ET

Auction Closes: Fri, Oct 25 10:00am ET

Lot	Title
0000A	You Cannot Place Bids Until
0000B	Test Bidding Here
0000C	Auction Terms & Conditions
0001	906 Johnson St-408 W Washington Ave-907 Davis St, Elmira NY

Bidder Requirements and Documentation Submission The highest bidder at the conclusion of the auction will receive the "Required Real Estate Paperwork" via email and must complete it within 24 hours of the auction's end. The paperwork must be returned to Auctions International, Inc. within that 24-hour period. No extensions or exceptions will be granted. Upon receipt of the completed paperwork, the Auctioneer will review it for accuracy and completeness. If deemed acceptable, your bid will be confirmed as the high bid and sent to the seller for approval. However, the Auctioneer reserves the right to reject any paperwork that is incomplete or illegible. Failure to submit the completed paperwork within the required 24 hours may result in disqualification of your bid, without exception.

Account Requirement All bidders must have an active online account with Auctions International. If you do not already have an account, you can use the promotional code REAL24 during registration to waive the one-time \$10 registration fee.

Internet/Online Bidding. Internet bidding through Auctions International, Inc.'s provider is offered as a service to our customers, and bidders shall not hold the seller and/or Auctions International, Inc. responsible for any failure due to bidder hardware/software or the loss of internet connection, by the Provider.

Auction Period. The online-only auction will commence on Oct. 11th at 12:00 pm and will conclude on Oct. 25th starting at 10:00 am. These dates are subject to change.

Parcel/Property to be Sold The properties contained in this sale are offered via online only auction to the highest bidder by numerous sellers. Parcels are subject to seller approval after the auction closes.

Parcel Sold As Is This property is sold in its present condition in all respects and is subject to utility easements, zoning ordinances of the City, Town, Village, or County, and any other restrictions of record. No warranties as to physical condition, habitability, tenancies, or compliance with any laws, codes, or ordinances are made either by the Seller(s) or Auctioneers, unless specifically stated herein. The property is being sold in "as-is, where-is" condition as of the date of sale. The Purchaser has satisfied himself/herself as to the conditions of the property prior to participating in the online auction.

(a) There are absolutely no representations made by the Seller, any of the Seller personnel or Auctions International staff as to the quality of title, location, lot size, accessibility to, environmental condition of, the existence of improvements or the condition of improvement, if any, with respect to any parcel to be auctioned. Buildings have not been inspected for the presence of lead paint or asbestos, or for their structural condition. All parcels are sold AS IS. Purchasers assume all risks associated with the parcels. Properties will convey by quitclaim deed only. All bidders are advised to research the property before submitting a bid herein. The Auction is BUYER BEWARE!

(b) The Seller has not done an evaluation of the environmental condition of the parcels and makes no representation with regard thereto. In consideration of allowing buyers to bid at the auction, buyers agree to refrain from making any claim against the Seller(s) or Auctioneer with regard to any environmental condition and agree to be responsible for removing any environmental hazard found on the property. Buyers further agree to hold the Seller(s) and its agents harmless from any claims hereafter made against the Seller(s) based on environmental hazards that may be present on any property purchased at this auction. No Seller(s) agent has any authority to make any warranty or representation of any nature regarding the condition of any parcel.

(c) All real property, including any buildings thereon, is sold "as is" and without any representation or warranty whatsoever as to the condition of the property or title and subject to:

Any statement of facts an accurate survey or personal inspection of the premises would disclose;
Applicable zoning, land use, and building laws and regulations;
Federal and state taxes, liens, and judgments of record.

(d) All informational materials, such as slides, tax maps, deeds, photos, auction listings, auction catalogs, 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 SELLER(S), ITS EMPLOYEES, ITS OFFICERS, AND ITS AGENTS, TO INCLUDE THE AUCTIONEER, AND THE AUCTION COMPANY MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.

(e) The Seller(s) reserves the right to accept or decline the high bid price obtained once the online auction is completed.

Personal Property No personal property is included in the sale of these parcels. The lawful disposition of any personal property located on the parcel shall be the sole responsibility of the successful bidder following the recording of the deed.

Buyer's Premium Bidder shall be responsible for the payment of a BUYER'S PREMIUM representing 8.77% of accepted high bid price and will be in addition to the accepted high bid price, for payments made with a debit/credit cards. A 2.77% buyer's premium discount will be applied for cash/certified check payments.

How Initial Deposit is Paid 10% of the high bid price, whichever is greater, must be remitted as a down payment to the Auctioneer within 24 hours of the online auction closing. The winning bidder must be available via the telephone number provided on the registration documents, immediately following the closing of the sale, to arrange deposit payment. This initial deposit can be made with; Certified funds, wire transfer, or direct deposit into our account.

Approval of Auction Results Required This sale is subject to the approval of the Seller(s).

Payment of the Balance The entire remaining balance of the purchase price including the buyer's premium must be paid to the Auctioneer within 15 business days of approval of the sale. Closing in 45 Days after approval. This sale is NOT contingent upon the purchaser securing any type of financing. The buyer will be responsible to pay all recording fees in accordance with the County in which the property(ies) is/are located. SELLER AND BUYER WILL PAY THEIR OWN CUSTOMARY CLOSING COSTS. AUCTIONS INTERNATIONAL, INC. WILL NOT BE PAYING ANY BILLS, FEES, TAXES, OR THE LIKE, ON BEHALF OF EITHER THE SELLER NOR BUYER. AUCTIONS INTERNATIONAL WILL COLLECT THE PAYMENTS (HIGH BID AMOUNT AND BUYER'S PREMIUM) AND HOLD THEM IN ESCROW UNTIL THE PROPERTY HAS BEEN SUCCESSFULLY TRANSFERRED.

If the high bidder fails to pay the balance due and recording fees in full, the Seller(s) may accept the second highest bid, or reject all bids and re-sell the parcel. The initial deposit payment will not be returned to the winning bidder if they fail to complete the sale in accordance with the provisions above.

Buyer's Taxes Seller will pay prior (delinquent) taxes from proceeds, if applicable THIS PARCEL IS CONVEYED SUBJECT TO ALL TAXES, CHARGES, FEES, INTEREST & PENALTIES, ETC; INCLUDING SCHOOL TAXES, TOWN AND COUNTY TAXES, VILLAGE TAXES, AND RELEVIED WATER AND SEWER TAXES, IF ANY. THESE TAXES WILL BE THE RESPONSIBILITY OF THE PURCHASER. Information as to the type and amount of any taxes, the parcel may be subject to can be obtained from the Chemung County Clerk's Office.

Quitclaim Deed The Seller(s) will convey by Quit-Claim Deed only, with no warranty or representation as to the marketability of the title. Conveyance will contain the description of the property as it appears on the tax and current deed description. After approval of the Seller(s), and after payment of the accepted purchase price, along with any applicable current taxes, and closing fees/costs, deed filing fee, the deed will be recorded. SELLER AND BUYER WILL PAY THEIR OWN CUSTOMARY CLOSING COSTS. AUCTIONS INTERNATIONAL, INC. WILL NOT BE PAYING ANY BILLS, FEES, TAXES, OR THE LIKE, ON BEHALF OF EITHER THE SELLER NOR BUYER. AUCTIONS INTERNATIONAL

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No Assignments The purchaser may not assign the right to complete the sale to another person or entity. All deeds shall identify the grantee(s) as the successful bidder(s) as registered at the auction. No person who is not registered as a bidder may be placed on the deed as an owner.

No Liability for Delays The Seller(s) and Auctioneer shall not be liable or responsible to any successful bidder for any delay in conveying a parcel to the successful bidder caused by: a court ordered stay; a stay imposed by federal or state law and/or regulation; an Executive Order of the Governor; or an order of the New York State Department of Health.

Litigation Any dispute concerning this auction, any bid, use of the online auction service, or real property purchased shall be governed by and resolved in accordance with the laws of the State of New York, that you consent to personal jurisdiction over you in New York State, and that the exclusive locale and venue for any claim, dispute or legal action concerning same shall be the New York State Supreme Court. A proceeding commenced in any other jurisdiction or venue shall be immediately dismissed and/or transferred to the New York State Supreme Court. If you commence a claim or legal action in other than the Supreme Court, then you agree to be liable for all attorney's fees, court costs and disbursements incurred by Auctions International, Inc. in connection with obtaining a dismissal and/or transfer of the matter. If you fail to pay for your winning bid, including the buyer's premium, or any portion thereof, then you shall be liable for all attorney's fees, court costs and disbursements incurred by Auctions International, Inc. in attempting to collect the amounts due. In all other respects, attorney's fees, disbursements, and court costs associated with any claim, dispute or legal action between the parties shall not be recoverable by one party against the other.

Buyer's Premium: A 8.770% buyer's premium will be added to invoices paid by credit card (VISA, MC, Disc.) A 6% buyer's premium will be added to invoices paid by cash or certified funds.

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