

City of Lockport - Tax Foreclosed Real Estate Auction #39574**Auction Opens:** Fri, Nov 1 12:00pm ET**Auction Closes:** Fri, Nov 15 10:00am ET

| Lot | Title |
|--------------|-----------------------------|
| 0000A | You Cannot Place Bids Until |
| 0000B | Test Bidding Here |
| 0000C | Auction Terms & Conditions |
| 0002 | Lot 2 - 129 GLENWOOD AV |
| 0004 | Lot 4 - 36 SCOVELL ST |
| 0005 | Lot 5 - 80 JACKSON ST |
| 0006 | Lot 6 - 52 POUND ST |
| 0007 | Lot 7 - 134 STATE RD |
| 0008 | Lot 8 - 73 RANSOM ST |
| 0009 | REMOVED FROM SALE |
| 0010 | REMOVED FROM SALE |
| 0011 | Lot 11 - 154 GOODING ST |
| 0013 | Lot 13 - 6 CAROLINA AVE |
| 0014 | Lot 14 - 91 NICHOLLS ST |
| 0015 | REMOVED FROM SALE |
| 0016 | Lot 16 - 131 GOODING ST |
| 0017 | REMOVED FROM SALE |
| 0018 | Lot 18 - 5 BLACKLEY CT |
| 0020 | Lot 20 - 21 EISENHOWER DR |
| 0021 | REMOVED FROM SALE |
| 0026 | Lot 26 - 118 VINE ST |
| 0027 | REMOVED FROM SALE |
| 0030 | Lot 30 - 225 GRAND ST |

**CITY OF LOCKPORT NOTICE OF SALE
AND
TERMS OF SALE**

PLEASE TAKE NOTICE that I, SUE A. MAWHINEY, City of Lockport Treasurer, will sell the following properties at an online public auction running from 12:00 p.m. Eastern Daylight Savings Time on November 1, 2024 thru 10:00 a.m Eastern Daylight Savings Time on November 15, 2024 at the Auctions International website (auctionsinternational.com).

| Serial No. | SBL# | Property Location | Owner(s) Name(s) |
|------------|------|-------------------|------------------|
|------------|------|-------------------|------------------|

A minimum deposit of thirty percent (30%) of the bid price or \$2,500.00, whichever is greater, plus all filing and auctioneer's fees referenced in Paragraph Twelve contained in the Terms of Sale, or the entire amount if the bid is less than \$2,500.00, by no later than 2:00 p.m. on November 18, 2024 as a deposit on account at the time of sale. The deposit must be in credit card (Master Card, Discover Card, or Visa), cash, money order, or guaranteed funds made payable to "City of Lockport Treasurer" 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 Lockport Treasurer. 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 Lockport, Purchaser agrees and authorizes to compensate Auctions International 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 results in collections action against said Purchaser(s).

All deposits must be made in U.S. Funds. Checks must be drawn on U.S. Banks.

CALCULATION OF MINIMUM DOWN PAYMENT REQUIRED IF PAID BY CREDIT CARD- to be paid on day of auction close.

(Requirement is the greater of either \$2,500.00 or 30% of the high bid plus a 12.77% non-discounted buyer's premium rate and filing fees, dependent on property class code, either \$161 or \$286 .) Deposit will also include the NYS Transfer Tax fee of \$2 for each \$500 of the high bid.

Credit Card

High Bid

\$20,000.00

Deposit (30% or \$2500)

\$6,000.00

Buyers Premium (12.77% of Bid)

\$2,554.00

Filing Fee

\$161 or \$286

Transfer Tax
(\$2 per \$500)

\$80.00

Total Deposit

\$8,795 or \$8,920

High Bid

\$4,500.00

Deposit (30% or \$2500)

\$2,500.00

Buyers Premium (12.77% of Bid)

\$574.65

Filing Fee

\$161 or \$286

Transfer Tax
(\$2 per \$500)

\$18.00

Total Deposit

\$3,253.65 or \$3,378.65

**CALCULATION OF MINIMUM DOWN PAYMENT REQUIRED IF PAID BY CASH OR
CERTIFIED FUNDS-** to be paid by 2:00 p.m. on November 18, 2024. (Requirement is the greater of

either \$2,500.00 or 30% of the high bid plus a 10% discounted buyer's premium and Filing fees, dependent on property class code, either \$161 or \$286.) Deposit will also include the NYS Transfer Tax fee of \$2 for each \$500 of the high bid.

Cash

High Bid

\$20,000.00

Deposit (30% or \$2500)

\$6,000.00

Buyers Premium (10% of Bid)

\$2,000.00

Filing Fee

\$161 or \$286

Transfer Tax
(\$2 per \$500)

\$80.00

Total Deposit

\$8,241 or \$8,366

High Bid

\$4,500.00

Deposit (30% or \$2500)

\$2,500.00

Buyers Premium (10% of Bid)

\$450.00

Filing Fee

\$161 or \$286

Transfer Tax
(\$2 per \$500)

\$18.00

Total Deposit

\$3,129 or \$3,254

Each purchaser shall sign a memorandum of his/her purchase agreeing to comply with terms and conditions herein contained immediately after the property is struck down to the purchaser by the City of Lockport Treasurer or his/her agent. The City of Lockport Treasurer shall submit all successful bids to the City of Lockport Common Council no later than its first meeting following the close of this auction for its acceptance and confirmation. Any and all successful bidder(s) whose bid (s) is/are not accepted and confirmed by the City of Lockport Common Council shall be notified of such rejection and the bid deposit returned to such bidder. The balance of the bid price for all accepted and confirmed bids must be paid in cash or certified check (in US funds drawn in US banks) to the City of Lockport Treasurer at his/her office located at One Locks Plaza, Lockport, New York 14094. **THE BALANCE OF THE BID PRICE MUST BE PAID ON OR BEFORE 2:00 p.m. on December 3, 2024, TIME BEING OF THE ESSENCE ON THESE TRANSACTIONS.** Any bounced or returned checks will be subject to NSF fees. No notice to the purchaser to complete the purchase will be sent by the City of Lockport Treasurer; if purchaser neglects to call at the time provided above to receive his/her deed, he/she will be charged interest at six (6%) percent per annum thereafter on the balance of the bid price.

By making payment of the balance due, the purchaser will be deemed to have accepted delivery of the deed to the property and consented to its recording by the City of Lockport Treasurer in the office of the Niagara County Clerk. A quitclaim deed will be recorded in the office of the Niagara County Clerk by the City of Lockport Treasurer and the recorded, date-stamped original deed will be mailed to the purchaser. The City of Lockport and the City of Lockport Treasurer expressly disclaim any responsibility with regard to the recording of the deed; it is the sole responsibility of the purchaser to verify with the Niagara County Clerk's Office that recordation has been completed.

Any bidder that fails or neglects to pay the balance of the bid price by 2:00 p.m. on December 3, 2024 shall be deemed to have forfeited his/her deposit and the City of Lockport Treasurer shall resell without any further notice to the forfeiting bidder, provided however that the City of Lockport Treasurer reserves the right, in the exercise of his/her discretion and judgment, to extend the December 3, 2024 deadline based on extenuating circumstances.

The bidding will be kept open after the property is struck down and, in any case where a bidder shall have failed to comply with any of these terms of sale, the property so struck down will be put up for sale under

the direction of the City of Lockport Treasurer and without notice to the defaulting bidder; such defaulting bidder will be held liable for any deficiency between the sum for which said property was struck down upon the first sale and that for which it was purchased on the re-sale, and also for all costs and expenses.

The City of Lockport Treasurer and the City of Lockport make no expressed or implied warranties, covenants or promises with regard to the legal title of the properties including, but not limited to, the insurability of title. It is the responsibility of the purchasers to determine the marketability of title. The properties will be sold subject to, among any and all other rights, claims and liens, any and all recorded easements and rights of way, federal liens, and rights of redemption of the federal government. All information provided by the City of Lockport or its agents with respect to individual parcels is for identification purposes only and is neither a guarantee nor a warranty as to location, dimensions, parcel use, size, or any other information expressed or implied.

The properties will be sold "as is." The City of Lockport makes no representations as to the condition of the properties or their compliance with governmental standards, including but not limited to, federal, state and local building, zoning, and environmental laws, codes, ordinances, or regulations. It is the responsibility of all bidders to determine, in advance of the sale, whether the location, size and condition of any property in which a bidder is interested is acceptable to such bidder and also to determine whether or not such property is occupied. No refund will be given by the City of Lockport for any reason in regard to sale of any properties. The absolute unconditional right to withdraw any of the properties covered by these terms of sale from this sale at any time up to the striking down of a property is expressly reserved by the City of Lockport Treasurer.

If any person or party occupies any of the properties, it is the purchaser's responsibility to remove said person or party and the City of Lockport has no responsibility in connection therewith. However, until the deed is filed you may not enter the property or remove anyone.

The purchaser, regardless of the date of delivery of the deed, will be responsible for the 2024/25 School Tax Bill, including accrued late fees, and all taxes, special ad valorem levies and special assessments which become liens against the property after the date of the auction, and utility charges and service fees (water & sewer and refuse bills). The purchaser shall be responsible for determining any amounts owing on 2024/25 School Tax Bill and for payment of the same to the entity currently collecting said tax.

185-5 "All water services, pipes, curb stops and curb stop boxes are considered the property of the property owner". Therefore, each of the properties may or may not need to hire a licensed plumber with the City of Lockport to turn water on or off at the curb box. If the property does not have a meter on the premises the meter may have been removed by the Water Department and a \$125.00 reinstallation fee is required before installing meter along with the water being turned on at the curb box. If the Water Department did not remove the meter and it is missing, a fee will be assessed based on the size of meter.

If the meter is found on the basement floor a service charge of \$ 75.00 will be required before installation.

11(a). New Owner will be responsible for the water/sewer billing effective ? November 20, 2024. Any questions contact the Water Department at (716) 439-6679.

Successful purchasers will not be given any title documents (for example, an abstract of title or search, survey or tax search). The City of Lockport Treasurer shall record the deed on behalf of the purchaser, with the cost of filing (\$161 or \$286 depending on classification code), New York State transfer tax and auctioneer?s fee of 10% discounted buyer premium (for cash or certified check deposit payments) or non-discounted 12.77% non-discounted buyer premium (for Credit/Debit card deposit payments) to be added to the successful purchasers? bid.

Risk or loss or damage by fire, vandalism or other cause (except taking under power of eminent domain) between the time the property is struck down and the time of delivery of the deed and recording (as defined herein) of the deed for the properties is assumed by the purchaser.

When registering as a Business, LLC, Partnership or Corporation, you must provide the appropriate paper work showing the Business, LLC, Partnership or Corporation is in good standing with New York State AND that the individual signing on behalf of the Business, LLC, Partnership or Corporation is authorized to do so. You also must provide the EIN# for the deed related documents.

All purchase agreements and deeds will be made out the same way in which the purchaser registered for the auction and signed by that person. Purchasers will not be allowed to change their information after they have registered auction day.

The successful bidder will allow access to the property for inspection by the City?s Building Inspection Department by appointment ONLY and if necessary, bring the property into conformity with all Building Code requirements within such time period as directed by the Building Inspection Department, but in no event later than nine (9) months from the date of this auction. The successful bidder will obtain all necessary building permits prior to commencing work. The successful bidder agrees that the property shall not be occupied until the Building Inspection Department issues a Certificate of Occupancy.

16a. I will contact the Building Inspection Department within one week of purchasing any and all properties to schedule a walk through before any work commences. I will acquire any and all Building Permits necessary before any work commences. If a contractor is used, they must be licensed with the City of Lockport before work is started. If ANY plumbing work is to be performed at the purchased properties a City Licensed Master Plumber shall be required. If any of the above information changes, I will contact the Building Inspection Department within ten days of the change. I will submit a scope of work to be done to the Building Inspection Department within 30 days of purchase of the property. Prior to the property being occupied a Certificate of Occupancy must be issued. If our Department is not

contacted by the above mentioned a notice of violation will be issued and referred to City of Lockport Housing Court.

IF A PROPERTY IS PURCHASED AT THE PREVIOUS YEAR'S AUCTION AND A CERTIFICATE OF OCCUPANCY IS NOT ISSUED BY THE BUILDING INSPECTION DEPARTMENT, THE OWNER (S) OF THE PREVIOUSLY PURCHASED PROPERTY WILL BE PROHIBITED FROM PURCHASING ANY PROPERTY AT THE AUCTION.

Any individual or entity who previously failed to complete a sale at a City of Lockport in-rem sale, for whatever reason whatsoever, is hereby banned from this sale and any bids are considered void.

19. The City Treasurer reserves the express right to reject a winning bid from any individual or entity found to be delinquent in any form of property taxes within the City of Lockport.

The terms and conditions contained herein expressly survive the delivery of title of the properties listed above to their respective purchasers.

Please take further notice that the list of properties will be available on the Auctioneers website, auctionsinternational.com, at lockportny.gov and at the Lockport City Treasurer's Office, 1 Locks Plaza, 2nd Floor, Lockport, New York 14094 for your convenience.

SUE A. MAWHINEY CITY OF LOCKPORT TREASURER ONE LOCKS PLAZA LOCKPORT, NY 14094

Buyer's Premium: A 12.770% buyer's premium will be added to invoices paid by credit card (VISA, MC, Disc.) A 10% buyer's premium will be added to invoices paid by cash or certified funds.

11167 Big Tree Rd, East Aurora, NY 14052 -- Phone 800-536-1401 -- Fax 800-569-3334
auctionsinternational.com