

AUCTIONS
INTERNATIONAL

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1009 Olean Road, East Aurora, NY

Auction Opens: Fri, Oct 22 12:00pm ET

Auction Closes: Wed, Nov 17 12:00pm ET

Lot Title

0000 You CANNOT bid until...

0001 Former "Iron Kettle Restaurant"

GET APPROVED TO BID

Questions & Inspection: Inspections are available by appointment. Please contact Russ at (716) 870-8950 with questions or to schedule an appointment. Please contact Dave at (716) 656-1400 x120 with Bidder Registration Questions. OPEN HOUSE DATES: (10am-1pm) Saturday, October 30th Monday, November 1st Sunday, November 7th Monday, November 8th Sunday, November 14th **SUCCESSFUL HIGH BIDDER MUST BE AVAILABLE TO SPEAK ON THE PHONE IMMEDIATELY FOLLOWING THE CLOSE OF THE ONLINE AUCTION.**

Terms of Sale This property will be sold SUBJECT to seller's approval after bids close.

1. Bidder Registration Bidder Paperwork. Download the [?Online Bidder Registration Packet-1009 Olean?](#), complete all required information areas by printing, signing legibly and returning to the office of Auctions International, Inc. by no later than Monday November 16th at 4:00pm. There will be NO EXCEPTIONS to this deadline!

Once the Auctioneer has received your completed ? Online Bidder Registration Packet-1009 Olean?, by the above referenced deadline, the packet will be reviewed for completeness. Once the packet is deemed complete by the Auctioneer, your online account will be given bidding privileges for this sale. The Auctioneer reserves the right to deny a registration packet for the lack of completeness or illegibility. If the Auctioneer does not receive a completed packet by the above date, you will not be able to participate in this sale, no exceptions.

In addition to the ?Online Bidder Registration Packet? interested bidders must have an active online account with Auctions International. If you have a current account, you will not need to create a new one. If you do not have an account please utilize the promotional code 1009OLEAN at 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 County Administrator 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 October 22, 2021 at 12:00PM and will be going to close on Wednesday, November 17, 2021 at 12:00PM . These dates are subject to change.

Parcel/Property to be Sold This property is known as 1009 Olean Rd., East Aurora, NY 14052, TAX ID # 188.01-1-15

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 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 the 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. The Seller will convey by Administrators deed only. All bidders are advised to research the property before submitting a bid herein. The Auction is BUYER BEWARE!

(b) The Seller and Auctions International, have 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 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 and its agents harmless from any claims hereafter made against the Seller based on environmental hazards that may be present on any property purchased at this auction. No auction employee or 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;

(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, THEIR HEIRS, 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 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 this parcel.

Buyer's Premium There is a 7% (SEVEN PERCENT) buyer's premium in effect for this sale.

How Initial Deposit is Paid Upon the closing of the online auction, the high bidder must immediately pay a TEN PERCENT (10%) deposit within 24 hours, via wire transfer, certified check delivered to Auctions International's office or credit/debit card. All credit/debit card payments will incur an additional 4% convenience fee. 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.

If the Purchaser is paying by credit card agrees that they shall NOT attempt a chargeback on their credit card used in this transaction 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, Purchaser agrees and authorizes to compensate Auctions International with a \$750.00 recovery fee as a new charge to their credit card without requiring additional Purchaser signature. Failure to pay such recovery fee will result in collections action against said Purchaser.

Approval of Auction Results Required This sale is subject to the approval of the Seller, after the auction closing.

In the event the Seller declines the sale of this property, the Purchaser shall be entitled only to have their initial deposit payment returned to them.

Payment of the BalanceThe entire remaining balance of the purchase price must be paid to the Auctioneer within 60 days of approval of the sale. This auction sale will NOT be contingent upon the Buyer obtaining financing. It will be the buyer's responsibility to pay all: utilities, taxes, maintenance costs, and any additional holdings costs occurred on a per diem basis, if not closed by the 60 day period.

The successful high bidder will be required to pay any closing costs and fees including applicable recording costs. Buyer and Seller will pay their own customary closing costs. Seller will provide updated title abstract, survey, and tax receipts.

If the Buyer needs additional time for closing it will be allowed, subject to Seller approval, with Buyer paying for all holding costs; ie. utilities, taxes, insurance and any other property expenses, prorated per diem.

If the high bidder fails to pay the balance due and recording fees in full, the Seller/Auctioneer 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.

Taxes and UtilitiesThe Buyer, once the property has been transferred from the Seller, will be responsible for contacting the utility companies and arrange billing and services. Buyer is responsible for all property and school taxes once they take ownership.If the Buyer needs additional time for closing it will be allowed, subject to Seller approval, with Buyer paying for all holding costs; ie. utilities, taxes, insurance and any other property expenses, prorated per diem.

DEED TYPEThe property will be conveyed by Warranty 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. Buyer and Seller will pay their own customary closing costs.

No AssignmentsThe 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. How you register for this auction, will be how all deeds and paperwork are made out.

No Liability for DelaysThe Seller 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.

LitigationAny 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 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.

Upon request, potential bidders may hire a home inspection, at their own expense, prior to the auction closing. Access to the home will be made available at an agreed upon time, by appointment only. Payment Terms: There is NO buyer's premium in affect for this auction. Upon the closing of the online auction, the high bidder must immediately pay a TEN PERCENT (10%) deposit within 24 hours, via wire transfer, certified check delivered to Auctions International's office or credit/debit card. All credit/debit card payments will incur an additional 4% convenience fee. The Seller will approve/decline the sale within 24 hours of the auction closing.

The final balance and buyer's premium must be paid to the Auctioneer, in full, within 60 days. This auction sale will NOT be contingent upon the Buyer obtaining financing.

Buyer and Seller with pay their own customary closing costs. Seller will provide, affidavit of title, survey and pay the transfer tax.

All funds collected on behalf of the Seller, by the Auctioneers, will be held in a real estate escrow account.

Buyer's Premium: There is a 7% Buyer's Premium in effect for this auction.

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