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Chemung County - Tax Foreclosed Real Estate Auction #42269

Auction Opens: Fri, May 16 12:00pm ET **Auction Closes:** Fri, May 30 10:00am ET

Lot	Title
0000A	You Cannot Place Bids Until
0000B	Test Bidding Here
0000C	Auction Terms & Conditions
0003	509 BAYLOR RD, City of Elmira
0005	313 DIVEN AVE, City of Elmira
0007	1316 Hall St, City of Elmira
0009	1206 Pratt St, City of Elmira
0010	1067 Davis St, City of Elmira
0011	1166 N MAIN ST, City of Elmira
0012	1164 N MAIN ST, City of Elmira
0013	1113 LAKE ST, City of Elmira
0015	1019 GRAND CENTRAL AVE, City of Elmira
0016	951 OAK ST, City of Elmira
0018	702 LINDEN PL, City of Elmira
0019	332 Lorenzo Pl, City of Elmira
0020	Lots 20,21,22,23
0024	427 STANDISH ST, City of Elmira
0026	964 EAST AVE, City of Elmira
0027	966 EAST AVE, City of Elmira
0028	974 E CLINTON ST, City of Elmira
0030	360 W Fourth St, City of Elmira
0034	407 PERRY ST, City of Elmira
0036	503 SULLIVAN ST, City of Elmira
0037	763 E SECOND ST, City of Elmira
0038	406 OAK ST, City of Elmira
0040	760 E SECOND ST, City of Elmira
0041	212 SULLIVAN ST, City of Elmira
0043	502 W FIRST ST, City of Elmira
0044	514 W First St, City of Elmira
0045	415 ELM ST, City of Elmira
0046	410 Elm St, City of Elmira
0048	375 W SECOND ST, City of Elmira
0051	713 W WATER ST, City of Elmira
0053	266 W HUDSON ST, City of Elmira
0055	515 SPAULDING ST, City of Elmira
0056	320 -322 HORNER ST, City of Elmira
0057	260 HORNER ST, City of Elmira
0058	438 BROADWAY, City of Elmira
0059	515 PENNSYLVANIA AVE, City of Elmira
0061	REMOVED FROM SALE
0063	368 WALLACE PL, City of Elmira
0065	155 BOARDMAN ST, City of Elmira
0067	REMOVED FROM SALE
0068	402 Jefferson St, City of Elmira
0069	403 HERRICK ST, City of Elmira
0070	70 Franklin St, City of Elmira
0071	243 HOME ST, City of Elmira
0072	727 SPAULDING ST, City of Elmira
0073	757 SPAULDING ST, City of Elmira
0074	521 JEFFERSON ST, City of Elmira
0075	455 FRANKLIN ST, City of Elmira
0076	604 HERRICK ST, City of Elmira
0079	119 WILLYS ST, City of Elmira
0081	2050 COUNTY ROUTE 60, ASHLAND
0082	105 MARKEL HOLLOW RD, BIG FLATS
0083	OLCOTT RD, BIG FLATS
0084	474 LONGWELL ST, BIG FLATS
0086	227 STEEGE HILL RD, BIG FLATS
0087	371 CHAMBERS RD, Town of Catlin
0088	1835 WYNCOOP CREEK RD, CHEMUNG
0092	240 FAIRVIEW RD, ERIN
0093	Federal Rd, ERIN
0094	REMOVED FROM SALE
0095	116 Valley Ln, HORSEHEADS
0097	14 S CARROLL ST, HORSEHEADS
0099	N Hoffman Rd, HORSEHEADS

Lot	Title
0100	3085 BUTLER AVE, HORSEHEADS
0101	451 Schuyler Ave, SOUTHPORT
0102	508 BUDD ST, SOUTHPORT
0103	CURTIS ST, SOUTHPORT
0106	CURTIS ST, SOUTHPORT
0108	350 LAURENTIAN PL, SOUTHPORT
0109	REMOVED FROM SALE
0110	753 MT ZOAR ST, SOUTHPORT
0111	53 HAMPTON RD, SOUTHPORT
0113	967 CHARLES ST, SOUTHPORT
0115	4377 MAIN ST, Village of Millport
0118	522 PINE VALLEY RD, VETERAN

TERMS AND CONDITOINS OF THE 2025 CHEMUNG TAX FORECLOSURE REAL ESTATE AUCTION
INTERNET TERMS (in addition to standard terms below):

Registration. All bidders are required to register and provide suitable ID (photo copy acceptable) prior to the auction. Auctioneer reserves the right to decline registration if ID produced is not sufficient. Notarized copy of bidder?s signature on copy of bidder?s valid driver?s license or passport must be provided to auctioneer. NO EXCEPTIONS
Bidding Registration Paperwork for ONLINE BIDDERS ONLY. Request the E-Sign ?Online Bidder Registration Packet? by visiting the following webpage,

>http://www.auctionsinternational.com/liveauctions or www.ChemungCoAuction.com. When received, complete all required information areas where indicated and submit bidder packet to the office of the auctioneer/broker no later than 4:00 PM on Wednesday, May 28, 2025. NO EXCEPTIONS. If the Auctioneer does not receive your registration documents by Wednesday, May 28, 2025 you will NOT be able to bid.

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

STANDARD TERMS:

Chemung County acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the sale proceedings; and/or as a result of forfeiture.
For the purposes of these Terms and Conditions, parcel shall be defined as a sections, block and lot number.
All sales are subject to approval by the Chemung County Legislature. If a sale is rejected by the legislature the entire deposit will be refunded to the purchaser. Once approved by the legislature all sales are final. Failure to make full payment within thirty (30) days of the legislative approval will result in forfeiture of the right to purchase the property and the security deposit.
All real property; including any buildings thereon, is sold ?AS IS? and without any representation or warranty whatsoever as to the condition or title, and subject to: (A) any state of fact an accurate survey or personal inspection of the premises would disclose; (B) applicable zoning/land use/ building regulations; (C) water and sewer assessments are the responsibility of the purchaser whether they are received or not; (D) any other applicable charges (including, but not limited to, omitted and pro rata taxes, demolition charges, interest and penalties, and (E) all applicable taxes levied and issued after December 31st of this past year, will be apportioned and pro-rated to the purchaser beginning on the day after the auction May 31, 2025.
All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the County of Chemung to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
No personal property is included in the sale of any parcels owned by Chemung County, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of the sale.
All informational tools, 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 COUNTY, THE AUCTIONEER, AND THE BROKER MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.
Notice is hereby given that the premises being sold may lie within an Agricultural District as designated upon the tax map. It is the sole responsibility of any bidder to ascertain which specific parcel(s) is so designated and sold subject to the provisions of law applicable thereto.
All bidders are required to register and provide suitable personal identification prior to the auction. Auctioneer reserves the right to decline the registration if identification is not sufficient. Individuals acting on behalf of others, not in attendance at the auction, must produce a ?Power of Attorney? duly executed and notarized. INCORPORATED ENTITIES (Inc, Corp, LLC, etc.) ARE REQUIRED TO PROVIDE AT REGISTRATION: 1) a copy of the state entity incorporation filing receipt; 2) a valid EIN number and; 3) a corporate resolution duly embossed with incorporation seal authorizing the registrant to purchase the real property for said entity.
Bidder acknowledges receivership of the pamphlet entitled ?Protecting Your Family From Lead in Your Home.? Bidder also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint hazards, mold or asbestos.
The former owner of the property, or his agent, shall not be permitted to bid on the property or purchase same at the public auction, unless the purchase price amount exceeds the amount of tax arrears and applicable fees. If the former owner, or his agent reacquires the property, all liens existing prior to foreclosure, will be reinstated and the purchaser (former owner) must sign the deed to reinstate the liens.
No person or entity (or a person having more than a 10% interest in an entity) that has previously purchased property at a Chemung County In Rem Foreclosure Auction and had said property foreclosed upon by Chemung County in subsequent years may bid at a Chemung County In Rem Foreclosure Auction for a period of five (5) years after the date of said foreclosure, with the exception of a property in the current year?s auction that is the primary residence of said person.

Bidders are encouraged to contact the Treasurer?s Office PRIOR to bidding to determine if they are exempt from bidding based on the above criteria. Be advised further that the Auctioneer will deny registration to participate in the auction based on the above. Failure to comply with this provision will be grounds for default and forfeiture of deposits paid.

No person or organization can bid on properties at the Auction if they, or a corporation or company they are affiliated with have defaulted on a Repurchase Agreement or an Auction Contract any time during current year OR for a period of 5 years. This restriction does not apply when a bidder is attempting to re-acquire their primary residence.

Bidders are encouraged to contact the Treasurer?s Office PRIOR to bidding to determine if they are exempt from bidding based on the above criteria. Be advised further that the Auctioneer will deny registration to participate in the auction based on the above. Failure to comply with this provision will be grounds for default and forfeiture of deposits paid.

Persons or organizations, or corporations or companies they are affiliated with, that owe delinquent property taxes to Chemung County will not be allowed to bid on property at the Auction. All delinquent property taxes must be paid in full on all delinquent property taxes owed or an installment agreement must be entered prior to bidding on property. A payment made with certified funds must be received by the Chemung County Treasurer?s Office no later than May 28, 2025. In the event payment has not been received by the Treasurers? Office by the deadline will result in you not being permitted to bid in the online auction. ALL TAX LIABILITIES MUST BE PAID OR AN INSTALLMENT AGREEMENT ENTERED PRIOR TO THE AUCTION IN ORDER TO BID AT THE AUCTION.

Bidders are encouraged to contact the Treasurer?s Office to determine if they owe delinquent property taxes to Chemung County and should make arrangements to pay off delinquent taxes in full or enter an installment agreement prior to May 28, 2025. Failure to comply with this provision will be grounds for default and loss of ability to bid in the online auction.

Real Property Tax Law authorizes the imposition of a pro-rata liability on formerly exempt property transferred to a non-exempt owner after taxable status date. The property purchased at the tax foreclosure may have exempt status at the time of purchase (county-owned). Upon transfer of title, the exemption ceases, and each tax levying unit, county, town and village are due taxes for the remaining portion of the year. On a subsequent tax roll, county/town, the purchaser of the property may receive an additional bill for these taxes. This entire process is subject to administrative review. Further information can be found in New York Real Property Tax Law, Sections 520, 551 and 553.
Purchaser shall provide information necessary to complete, and shall execute, the necessary forms and documents required for recording the deed in the Chemung County Clerk?s Office. Offer to Purchase Form and sale cannot be assigned. Unless the County agrees in writing, the purchaser executing the auction terms and conditions of sale may not assign or otherwise transfer his right to complete the bid. The deed will be prepared in the name of the successful bidder (and spouse) only. No third party bidding will be accepted, unless the bidder identifies that he is bidding as an agent for a disclosed principal.
The Auctioneer?s decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the proceeding bid.
If declared high bidder fails to make the required down payment, or fails to complete purchase after deposit is made, he/she will be prohibited from participating at future auctions held by Auctions International for a period of five years. Chemung County reserves the right to take legal action against this high bidder, should such a default occur.If the purchaser fails to pay the balance of the total contract price plus closing costs and fees as herein provided, the deposit and all payments made towards the contract shall be forfeited. The County reserves the right to bring an action for specific performance. ?Time is of the essence.? If purchaser does not complete and return the transfer documents needed to file the deed, the purchaser forfeits their rights to the property and will not receive a refund.
The Auctioneer?s decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the proceeding bid.
The purchaser shall be responsible for the payment of a BUYER? PREMIUM representing eight point seventy-seven percent (8.77%) of accepted high bid price and will be in addition to the accepted purchase price, closing fees/costs, and apportioned, current years taxes for payments made with a debit/credit cards. A two point seventy-seven percent (2.77%) buyer?s premium discount will be applied for certified check payments.

$1,000 or 20% of the total contract price (total contract price is the combination of the high bid and the buyer?s premium), whichever is higher, shall be paid as a down payment upon notification from the Auction Company and upon execution of an Offer to Purchase Form. Contracts of less than $1,000 must be paid in full upon notification from the Auction Company. All deposits must be in credit card (Master Card, Discover Card, or Visa) or wire transfer based on instruction from the Auction Company. In addition, Deposits may also be made by certified or bank check payable to the ?Chemung County Treasurer? and must be received by the Chemung County Treasurer by the close of business on Tuesday June 3, 2025. Payments made to the Chemung County Treasurer should be drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC). For deposits to be made directly to the Chemung County Treasurer, the Treasurer?s office is located at: 320 E. Market Street, Elmira, NY 14901.

NO CASH, NO PERSONAL CHECKs, and NO CORPORATE CHECKs will be accepted. NO EXCEPTIONS.

Purchaser(s) paying by credit card(s) to the Auction Company understand and agree(s) that all deposits collected by credit card(s) will be turned over to the Chemung County 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/Chemung County, 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).

The closing costs/fees which the purchaser shall be required to pay shall consist of: (1) filing fee for the Real Property Transfer Report (RP-5217) of $125.00 of the property if classified as agricultural, a 1-3 family dwelling, an apartment, or a condominium, and $250.00 if the property is otherwise classified (vacant, commercial, entertainment, community service, industrial, public service, forest, etc.): (2) filing fee for combined Gains Transfer Tax Affidavit [$5.00]; (3) all other fees and surcharges required by the Chemung County Clerk for recording of the deed.
All parcels for which you are the successful bidder must be paid in full. No selective closing subsequent to the auction. Failure to remit full payment on all parcels for which you are the successful bidder will result in a default of all deposits tendered, and you will not be permitted to close on any other parcels for which you are the successful bidder.

The entire balance of the purchase price, the buyer?s premium, and all closing costs/fees must be paid by cash or guaranteed funds to the Chemung County Treasurer 320 E. Market Street, Elmira, New York, within thirty (30) days from the date of legislature approval on or before July 10, 2025. The County is not required to send notice of acceptance to a purchaser. If the purchaser fails to pay the balance of the purchase price as herein provided, the deposit and any payments made shall be forfeited. The County reserves the right to bring an action for specific performance. ?Time is of the essence.?
In the event that a sale is cancelled by Court Order or judgment or by the Chemung County Legislature, the successful bidder shall be entitled only to a refund of the purchase money. Purchaser shall not be entitled to special or consequential damages, nor attorney fees, nor reimbursement for any expense incurred as a result of ownership or improvements of the property nor for taxes paid during the period of ownership.

All sales shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall Chemung County and/or Auctions International, Inc. be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, successors, or assigns, against Chemung County and/or Auctions International, Inc. arising from this sale.

Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the County acquired title or as corrected up to date of deed. The deed will be recorded by the County upon payment in full of the purchase price, buyer?s premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded with the Chemung County Clerk conveying title to the purchaser. Title vests at the recording of the deed. It is agreed between the County and the purchaser that delivery and acceptance of the deed occurs upon recording of the deed.

A quitclaim deed issued as a result of the auction shall contain the following provisions; (a) ?Nothing

contained in any description herein is intended to convey more that the assessed owner owned at the time of the levy of the tax, the non-payment of which resulted in the tax sale. There is no representation as to the extent of the acreage conveyed herein?; (b) ?Excepting and reserving all the right, title and interest of the County of Chemung in and to any portion or interest of the lands herein conveyed, which interest was heretofore acquired other than pursuant to the provisions of the Real Property Tax Law of the State of New York?; (c) ?if a parcel is contiguous with property owned by the Purchaser, Purchaser must, upon request of the County, ask the Town Assessor to combine the parcel purchased from the County with adjoining property owners by the Purchaser and Purchaser shall not convey parcel(s) purchased from County without also conveying adjoining parcel to the same grantee; these restrictions shall run with the land,? unless approved by the planning board. Whenever required the abandonment provisions of the real property tax law shall be used (Sections 560 RPTL); (d) If the former owner is the grantee herein or subsequently, then all liens that were of record when the County took title are thereby reinstated.

Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

The successful purchaser on each auction parcel must remove the auction sign within seven (7) days after the recording of the deed.

By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is ___ not representing the former owner(s) of the property against whom Chemung County foreclosed and has no intent to defraud Chemung County of the unpaid taxes, assessment, penalties, and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom Chemung County foreclosed within twenty-four (24) month subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase prices at the auction and such sums as may be owed to Chemung County as related to the foreclosure on the property and consents to immediate judgment by Chemung County for said amounts.

Agricultural District Disclosure Notice
Notice is hereby given that the premises being sold may lie within an Agricultural District as designated upon the tax map. It is the sole responsibility of any bidder to ascertain which specific parcel(s) is so designated and sold subject to the provisions of law applicable thereto.
?It is the policy of this state and this community to conserve, protect and encourage the development and improvement of the agricultural land for the productions of food, and other products, and also for its natural and ecological value. This disclosure 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 farming activities may include, but are not limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances.?

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.

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