

2025

# Madison County Tax Foreclosure Real Estate Auction September 18 @ 10AM



1 Become a member of  
NYSAuctions.com



2 Register for auction



3 Complete Internet Bidding  
Packet sent via email from  
DocuSign

4 Bidders are Approved to bid  
Monday prior to the auction

## Online Only Auction



Homes, Vacant Land,  
Seasonal &  
Commercial  
Properties

11% Buyer's Premium Credit Card  
10% Buyer's Premium Cash Guaranteed Funds  
(800) 243-0061

Absolute Auctions & Realty, Inc.

# NYSAuctions.com

This auction brochure is subject to errors, omissions, deletions and corrections. Statements made from the auction block supersede any previously printed material or statements made.

### #1 - 1992 Beaver Creek Road, Town of Brookfield

Single family residence, 2 story, Old style, built 1912+/-, 3120+/- sq. ft., 5BR/1BA, porch, attached garage. Waterfront on Beaver Creek.

**Tax Map: 188.-1-67**

Size: 2.54 +/- Acres

School District: Brookfield CSD

Full Market Value: \$136,897

Inspection: Occupied. Drive by anytime.



### #2 - Brown Road, Town of Brookfield

Rural vacant land. NYS Lien.

**Tax Map: 202.-1-9**

Size: 0.24 +/- Acres

School District: Brookfield CSD

Full Market Value: \$1,724

Inspection: Vacant land. Drive by anytime.



### #3 - 4725 Route 92, Town of Cazenovia

Residential vacant land.

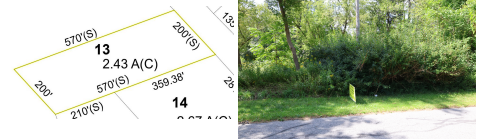
**Tax Map: 84.-1-13**

Size: 2.43 +/- Acres

School District: Cazenovia CSD

Full Market Value: \$49,833

Inspection: Vacant land. Drive by anytime.



### #4 - Off Ballina Road, Town of Cazenovia

Rural vacant land.

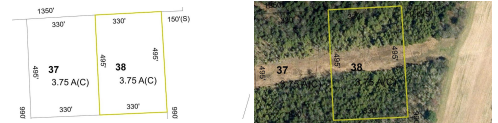
**Tax Map: 106.-1-38**

Size: 3.75 +/- Acres

School District: Cazenovia CSD

Full Market Value: \$2,000

Inspection: May not have road frontage.



### #5 - Stables Road, Town of Fenner

Rural vacant land.

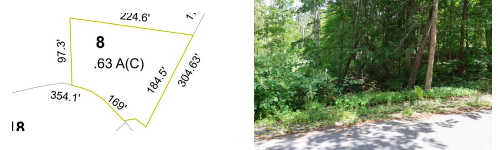
**Tax Map: 68.1-1-8**

Size: 0.63 +/- Acres

School District: Cazenovia CSD

Full Market Value: \$18,103

Inspection: Vacant land. Drive by anytime.



### #6 - 5206 Buyea Road, Town of Fenner

Single family residence, 1.7 story, Old style, built 1850+/-, 3143+/- sq. ft., 6BR/1BA, porches. NYS Lien.

**Tax Map: 78.-1-37.112**

Size: 1.01 +/- Acres

School District: Cazenovia CSD

Full Market Value: \$83,448

Inspection: Occupied. Drive by anytime.



### #7 - 2900 Chapman Road, Town of Georgetown

Seasonal Residence, 1 story, Cottage style, built 1965+/-, 1008+/- sq. ft., 1BR/0BA, barn.

**Tax Map: 193.-1-4**

Size: 5.94 +/- Acres

School District: Deruyter CSD

Full Market Value: \$85,507

Inspection: Occupied. Drive by anytime.



### #8 - 25 Clyde Street, Village of Earlville, Town of Hamilton

Single family residence, 2 story, Old style, built 1850+/-, 1382+/- sq. ft., 3BR/1.5BA, porches.

**Tax Map: 214.17-1-3**

Size: 0.51 +/- Acres

School District: Sherburne-Earlville CSD

Full Market Value: \$113,690

Inspection: See web for photos.



### #9 - 1559 River Road, Town of Lebanon

Single family residence, 1 story, Ranch style, built 1995+/-, 1674+/- sq. ft., 3BR/2BA. Fire damage.

**Tax Map: 183.10-1-9**

Size: 0.48 +/- Acres

School District: Hamilton CSD

Full Market Value: \$69,565

Inspection: See web for photos.



### #10 - Reynolds Hill Road, Town of Lebanon

Rural vacant land.

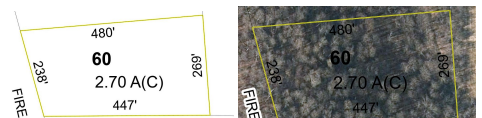
**Tax Map: 211.-1-60**

Size: 2.70 +/- Acres

School District: Sherburne-Earlville CSD

Full Market Value: \$4,058

Inspection: May not have road frontage.



### #13 - 125 Rasbach St, South Main St, Rasbach St, Village of Canastota, Town of Lenox

Office Building, 2 story, built 1982+/-, 14122+/- sq.ft., Manufacturing, 1 story, built 1984+/-, 18121+/- sq.ft. Vacant commercial land. Combined lot. Waterfront on Canastota Creek.

**Tax Map: 36.77-1-55.1, 36.77-1-55, 36.77-1-55.2, & more**

Size: 6.45 Acres

School District: Canastota CSD

Full Market Value: \$539,694

Inspection: See web for photos.



### #18 - Arthur Jenkins Avenue, Town of Lenox

Rural vacant land.

**Tax Map: 6.83-1-37**

Size: 0.74 +/- Acres

School District: Canastota CSD

Full Market Value: \$15,238

Inspection: Vacant land. Drive by anytime.



### #19 - 3008 Tag Road, Town of Lenox

Single family residence, 1.5 story, Old style, built 1820+/-, 1109+/- sq. ft., 3BR/1BA, porches.

**Tax Map: 27.-1-18**

Size: 15.99 +/- Acres

School District: Canastota CSD

Full Market Value: \$126,667

Inspection: See web for photos.



### #20 - Ditch Bank Road, Town of Lenox

Rural vacant land.

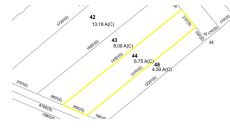
**Tax Map: 27.-2-44**

Size: 6.75 +/- Acres

School District: Canastota CSD

Full Market Value: \$12,381

Inspection: Vacant land. Drive by anytime.



### #21 - Erieville Road, Town of Nelson

Rural vacant land.

**Tax Map: 133.17-1-6**

Size: 0.42 +/- Acres

School District: Cazenovia CSD

Full Market Value: \$1,724

Inspection: May not have road frontage.



### #22 - 2582 Erieville Road, Town of Nelson

Single family residence, 2 story, Old style, built 1880+/-, 1800+/- sq. ft., 4BR/2BA.

**Tax Map: 133.17-1-41**

Size: 0.51 +/- Acres

School District: Cazenovia CSD

Full Market Value: \$115,000

Inspection: Occupied. Drive by anytime.



### #24 - Quarry Road, Town of Stockbridge

Rural vacant land.

**Tax Map: 82.-1-59.3**

Size: 6.54 +/- Acres

School District: Stockbridge Valley CSD

Full Market Value: \$24,576

Inspection: Vacant land. Drive by anytime.



# SAMPLE CALCULATIONS OF DEPOSIT DUE AT AUCTION

**CREDIT CARD, 11% Buyer's Premium:**

Bid amount	\$10,000.00
<b>11% Buyer's Premium</b>	1,100.00
Total contract price:	\$11,100.00
Minimum of \$500 or 25% of total contract price (whichever is greater) due at auction:	<b>\$2,775.00</b>

**CASH/BANK CHECK, 10% Buyer's Premium:**

Bid amount	\$10,000.00
<b>10% Buyer's Premium</b>	1,000.00
Total contract price:	\$11,000.00
Minimum of \$500 or 25% of total contract price (whichever is greater) due at auction:	<b>\$2,750.00</b>

Bid amount	\$800.00
<b>11% Buyer's Premium</b>	88.00
Total contract price:	\$888.00
<b>Minimum of \$500 or 25% of total contract price (whichever is greater) due at auction (see below*):</b>	<b>\$500.00</b>

Bid amount	\$800.00
<b>10% Buyer's Premium</b>	80.00
Total contract price:	\$880.00
<b>Minimum of \$500 or 25% of total contract price (whichever is greater) due at auction (see below*):</b>	<b>\$500.00</b>

\* If your total contract price falls under the minimum due of \$500, full payment at auction which will include closing costs and fees are due up to \$500. Closing costs may or may not include NYS Transfer tax, filing fee for Real Property Transfer Report, filing fee for combined Gains Transfer Tax Affidavit, County Clerk fee, County surcharge, advertising fee, current taxes due. All fees are outlined in the Terms & Conditions of the Auction.

## Resource Center

We have created a NEW Resource Center for tax auction buyers!  
Visit <https://aarauctions.com/resource-center/> for videos:



Due Diligence

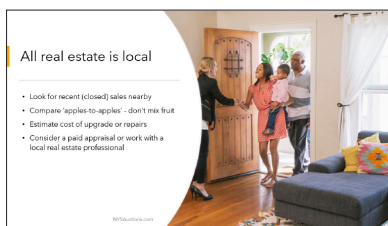


How to Bid Online

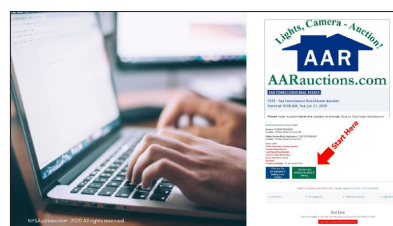
Need more? Follow the links within the Resource Center to our popular Webinar series, "Auction Hour". Watch indepth videos about the tax auction buying process from our own Licensed Real Estate Instructor, Associate Broker and Auctioneer, Frank Pietrzak.



Article 11 and Due Diligence



Preparing for Auction and Bidding Strategy



Registration & Terms of Sale

# Sample Contract of Sale



The NYSAuctions.com Team  
Pleasant Valley, NY 12569  
800-243-0061

Madison County Tax Foreclosure Real Estate Auction

## CONTRACT OF SALE and RECEIPT OF DEPOSIT

Purchaser: John Q. Public  
Address: 1 Main Street  
City: Anytown, NY 00000  
Phone: 800-243-0061

Bidder Number: 1  
Fed ID Number:

Date: 9/18/25

I hereby agree to purchase the property known as Auction Property No: 1 located in the Town of Cazenovia, Tax Map No: 000.00-0-00 and agree to pay the bid price of \$10,000.00 plus the 11% Buyer's Premium of \$1,100.00 together with closing costs, school tax, and village tax, if applicable, for the said property on the terms contained in the TERMS AND CONDITIONS OF THE SALE, signed by and agreed to by me and made part of this contract.

It is understood and agreed that the conveyance will be by TAX FORECLOSURE DEED to be executed subsequent to receipt of all money due in accordance with the TERMS AND CONDITIONS OF SALE.

I have deposited with Madison County Treasurer's Office the sum of \$2,775.00 as a down payment, to apply to the purchase price. Said down payment shall be returned to the PURCHASER forthwith upon notice by County of Madison that this offer is not accepted. The deposit shall be forfeited as liquidated damages if the PURCHASER fails to comply with the TERMS AND CONDITIONS OF THE SALE as indicated therein.

\_\_\_\_\_  
Buyer: John Q. Public

\_\_\_\_\_  
Buyer:

\_\_\_\_\_  
SS #

\_\_\_\_\_  
SS #

\_\_\_\_\_  
Buyer:

\_\_\_\_\_  
SS #

Date	Amount	Type
9/18/25	\$2,775.00	Credit Card

Receipt of \$2,775.00 deposit is hereby acknowledged.

By: \_\_\_\_\_  
Madison County Treasurer's Office

### THE FOLLOWING IS FOR OFFICIAL USE ONLY--DO NOT COMPLETE

Seller:

The Foregoing offer is:

1. Accepted on \_\_\_\_\_
2. Rejected on \_\_\_\_\_

Madison County Treasurer's Office  
138 North Court St., PO Box 665  
Wampsville, NY 13163  
PHONE: (315) 366-2371

By: \_\_\_\_\_,  
Cindy J. Edick,  
Madison County Treasurer

Recap:

Bid Price:	\$10,000.00
Buyers Premium:	\$1,100.00
1.5% Advertising Fee (Based on Bid Amount):	\$166.50
School/City/Village Tax:	n/a
Town/County Tax:	n/a
NYS Transfer Tax:	n/a
Filing Fee - RP-5217:	\$250.00
County Clerk Fee:	\$55.00
SUB TOTAL:	\$11,571.50
Less Down Payment:	\$2,775.00
Balance Due by: September 26, 2025 in cash or bank check:	<b>\$8,796.50</b>

Payable to Madison County Treasurer. Time is of the essence.

# Terms & Conditions of Annual Online County Land Auction

## DISCLOSURE:

Please be advised that in the 2024-25 NYS Budget, Article 11 of the NYS Real Property Law was changed. Please make sure you review these changes. INTERNET TERMS (in addition to standard terms below):

1. Registration. All bidders are required to register and provide suitable I.D. (photo copy acceptable) prior to the auction, all registrations will take place ONLINE. The Internet Bidding Packet (IBP) will be emailed via electronic link once bidder registers for the auction at NYSAuctions.com. A sample IBP can be found at the top of the auction web listing approximately 30 days prior to the auction. Auctioneer reserves the right to decline registration if I.D. produced is not sufficient. A copy of the bidder's valid driver's license or passport must be provided to the auctioneer. NO EXCEPTIONS.
2. Bidder approval for internet. In order to bid online, you will need to complete the Internet Bidding Packet (IBP) that will be emailed to you via electronic link from DocuSign. Completed documents must be received by auctioneer/broker no later than 4:00PM on Monday, September 18, 2025, to be approved to bid online for this auction. NO EXCEPTIONS.
3. No Recourse. Internet bidding through our Provider is offered as a service to our customers, and bidders shall not hold Madison County and/or Absolute Auctions & Realty, Inc., responsible for any failure due to the loss of the internet connection supplied to Absolute Auctions & Realty, Inc., by the Provider.

## PROCEDURES:

1. Maps of the parcels will be available for viewing in the lobby of the Madison County Office Building, Wampsville, NY during regular business hours. Maps of the parcels will also be available by visiting <http://www.NYSAuctions.com> and click on the "Madison County Tax Foreclosure Real Estate Auction."
2. During the online auction, bidders must sign in to bid at NYSAuctions.com.
3. All required bid deposits must be made with either the credit card, entered within the Internet Bidding Packet, or by bank check that was mailed to auctioneer prior to the auction opening for bidding. At the close of the online auction, immediately upon being declared the successful high bidder, auction personnel will create a "Contract of Sale and Receipt of Deposit," a Real Property Transfer Form (RP-5217) and a Real Property Tax Return (TP-584) and charge the credit card or apply bank check for the required deposit amount. Bidders will be emailed these documents after the auction has closed for bidding.

## STANDARD TERMS:

1. Contract of Sale. The successful bidder will be sent a "Contract of Sale and Receipt of Deposit" at the end of the online auction. Note: Purchaser must provide social security number or federal tax identification number at the time of bidder registration. This information is required when recording documents are filed. The Real Property Transfer Report (RP-5217) requires the signature of the seller and buyer. You will be required to sign the RP- 5217 and the TP-584 form via e-signature link at the close of the online auction.
2. Buyer's Premium. Purchaser shall be responsible for the payment of an eleven percent (11%) buyer's premium for credit card or a 10% buyer's premium for cash or guaranteed funds.
3. Bid Deposit. If the successful bid plus the 10% or 11% buyer's premium and 1.5% advertising fee totals under \$500, the full amount of the bid, buyer's premium, advertising fee and recording fees must be deposited immediately upon being declared the successful high bidder. Otherwise, a deposit of 25% equal to the sum of the bid plus the, 10% or 11% buyer's premium is required.
4. Type of Tender. Deposit can be either: cashier or teller check or credit card (MasterCard, Discover or VISA) for the required down payment. Credit card deposits are limited to the down payment requirements stipulated in paragraph #3 above. All instruments must be made payable to: MADISON COUNTY TREASURER. No third party checks will be accepted. No exceptions.
5. Full Payment of Bid. The balance of the successful bid, the 1.5% advertising fee, recording fees and the balance of the 10% or 11% buyer's premium must be submitted to the Madison County Treasurer no later than 4 p.m. on Friday, September 26, 2025. NO EXCEPTIONS. MasterCard, Discover and VISA payments can be accepted for any balances due by the Madison County Treasurer, but there will be an additional 3% fee.
6. Deed Description. The same description will be used in the tax deed issued as was used when title was conveyed to Madison County. The popular description listed in the auction notice has been obtained from the local assessor's inventory file and is for ease of identification only, NOT for a deed description. Each parcel is defined by a section, block and lot number.
7. Deed Recording. The Madison County Treasurer will record the deed. The deed will be issued as soon as possible after acceptance by the Madison County Board of Supervisors.
8. Possession. The purchaser may not take possession of the premises until the deed has been recorded. Possession of the parcel may be subject to the occupancy of previous owner(s) and/or tenant(s). It shall be the sole responsibility of the purchaser to obtain possession.
9. Prior owners: The Planning, Economic Development, Environmental & Intergovernmental Affairs Committee reserves the right to reject any and all bids received from the prior owner, the prior owner's spouse or children for each specific parcel.
10. Deed Restriction. Madison County reserves the right to require that the deed issued will contain a restriction prohibiting the sale of the property sold at auction to the prior owner, the prior owner's spouse or children for a period of five years.
11. Who Can Bid? Anyone can bid except members of the Madison County Board of Supervisors, the Madison County Treasurer and any auctioneers and employees of Absolute Auctions & Realty Inc. Successful bids submitted by any public officer or employee of Madison County or any other municipal corporation in Madison County will be reviewed by the Planning, Economic Development, Environmental & Intergovernmental Affairs Committee for possible conflict of interest. Acceptance or rejection of the bid will be based on this review.
12. Who Cannot Bid? Anyone who has bid and defaulted on completing and closing on any past Madison County Tax Auction property is hereby barred and prohibited from participating in this or any future Madison County municipal auctions. In such event when a previously defaulting party manages to register, bid and become the high-bidder, any and all such monies tendered as a deposit shall become immediately forfeit and that transaction shall be null and void as to the buyer whether acting alone or in concert with others. Any bidder that has delinquent taxes in the Madison County Treasurer's Office at the time of the auction will not be allowed to bid.
13. Taxes. The successful bidder will be responsible only for those town, county, village and school taxes levied on or after June 1, 2025 including interest, penalties and statutory fees due upon payment of the tax. There will be no other town, county village and/or school taxes due. As this sale coincides with the return of unpaid village and/or central school taxes, purchaser will have until November 30, 2025, to make payment of the unpaid 2025-26 village and/or school taxes along with interest and penalties at the Madison County Treasurer's Office. All 2025-26 village and/or school taxes remaining unpaid on December 1, 2025, will be relieved on to (added to) the 2026 town and county tax bill. Purchaser will be responsible for any unpaid town, village water or sewer rents and fees or charges, whether customary or not, levied on a town or village tax bill.
14. Default. Default by purchaser or failure to meet these rules, terms and conditions will result in forfeiture of the required deposit. NO EXCEPTIONS.

## NOTICE TO BIDDERS

Madison County will sell the following property and premises and will convey "AS IS" subject to occupancy of former owner(s) and/or tenant(s), conditions, restrictions, zoning, actions of town and/or building inspectors, etc. affecting the said parcel of premises and to such facts as would be disclosed by a survey and inspection. The County of Madison makes no warranty or representation as to the condition, dimensions, location or physical existence of the property described herein, or to the marketability of its title, and the purchaser assumes all risk thereto. It shall be the responsibility of the purchaser to investigate all aspects of the status of the parcel and/or premises. Prior to sale, the purchaser or agent

should have conducted any investigation he/she may deem necessary including, but not limited to:

1. The status of the title and description of the property.
2. The existence of any liens or encumbrances or easements affecting the property.
3. The effect, if any, of all local laws, ordinances, Department of Environmental Conservation regulations and/or other legal restrictions or conditions which may affect the premises, including but not limited to, any of the following: zoning, presence of any possible toxic or harmful wastes, water, subdivision regulations, and any and all other matters pertaining to public health.
4. Title X of the Housing and Community Development Act of 1992 – “Residential Lead-Based Hazard Reduction Act of 1992” Exempts Foreclosure Sales from the requirement of the Act and therefore Madison County makes no representation to the existence or nonexistence of Lead based paint in any homes in this sale.
5. Under section 7425(d) of the Internal Revenue code the IRS has the right to redeem any property which is subject to a Federal Tax Lien within 120 days from the date of this sale. If the Internal Revenue Service chooses to act upon their right to redeem the successful bidder will receive back from the Internal Revenue Service their purchase price with interest. Any property being sold subject to a known Federal Tax Lien will be designated by the words “Federal Tax Lien.”
6. 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.
7. Bidder acknowledges receipt 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, lead-based paint hazards, mold, asbestos or any other hazardous substances.
8. All bidders are advised to personally inspect the premises and to examine title to the premises prior to the date of the auction EXCEPT those parcels that have been deleted from the auction listing.
9. MADISON COUNTY, THE AUCTIONEER, AND THE BROKER MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE, except that Madison County has complied with requirements of Article 11 of the Real Property Tax Law of the State of New York regarding the Tax Foreclosure proceeding. All known rights of redemption under said provisions of law have been extinguished by the tax foreclosure proceedings.
10. Madison County reserves the right, in its sole discretion, to withdraw from the auction any of the properties listed on the schedule of real property, at any time. The County Treasurer or Deputy County Treasurer, has the sole discretion to make decisions concerning the conduct of the auction, prior to and during the auction, including, but not limited to the method of sale for each parcel or groups of parcels.

#### AT THE AUCTION

11. All bidders are required to register and provide suitable personal identification, such as a driver’s license or passport, at registration. Auctioneer reserves the right to decline 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) EIN number and 3) a corporate resolution duly embossed with incorporation seal authorizing the registrant to purchase real property for said entity.
12. All bidders are required to use the bidder number issued to them for all purposes associated with the auction. A bidder may not bid on behalf of a party who is on the prohibited bidder list.
13. All required deposits must be paid in full for all successful bids immediately upon being declared the successful bidder. Any successful bidder, who fails to tender the deposit, will be forbidden to participate in this auction. Any parcels which Madison County did not receive deposits for, as per these terms and conditions, will be considered defaulted, and the bidder will be disqualified from further bidding. Furthermore, upon a default in payment for any one parcel, either during the auction or subsequent thereto, the bidder shall not be permitted to purchase any other parcel(s) bid on, and any deposit monies paid thereon will be forfeited to Madison County.
14. The successful bidder must provide information necessary to complete, and shall execute the necessary forms and documents required for recording the deed in the Madison County Clerk’s office. The bidder executing the auction terms and conditions of sale may not assign or otherwise transfer his right to complete the bid, unless the County agrees in writing. The deed prepared will be 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, or unless the bidder is a lawyer.
15. At the auction, 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.
16. The successful bidder will be sent a “Contract of Sale and Receipt of Deposit” upon being declared the high bidder at the close of the auction. The approval of each bid by resolution by the Madison County Board of Supervisors will bind the bidder only and Madison County reserves the right to reject any bid prior to recording the deed.
17. The successful bidder shall be responsible for the payment of an eleven percent (11%) buyer’s premium for credit card and a ten (10%) buyer’s premium for cash or other guaranteed funds, in addition to the accepted purchase price, and advertising fee of 1.5% of the bid price, and the deed recording fees. The “buyer’s premium” is the fee/commission earned by the auctioneer. Accepted purchase price is the amount bid by the highest bidder, which will need to be approved by the Madison County Board of Supervisors.
18. The former owner of the property, or his agent, shall not be deemed to be the successful bidder on the property or purchase of same at the public auction.
19. \$500 or 25% of the total contract price (total contract price is the combination of the high bid and the buyer’s premium as defined above in paragraph 17), whichever is higher, shall be paid as a down payment on the day of the auction upon execution of a “Contract of Sale and Receipt of Deposit.” Total contract prices selling for \$500 or less must be paid in full at the auction, including, advertising fee, auctioneer fee, and deed recording fees. All deposits must be made in credit card (MasterCard, VISA or Discover), cash or guaranteed funds (bank check, tellers check/cashier’s check) payable to “Madison County Treasurer” and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC). NO EXCEPTIONS. Wire transfers will not be accepted. GUARANTEED FUNDS MUST BE RECEIVED AT AUCTIONEER’S OFFICE LOCATED AT 45 SOUTH AVENUE, PLEASANT VALLEY, NY 12569 NO LATER THAN FRIDAY, SEPTEMBER 13 AT 4PM TO RECEIVE 10% BUYER’S PREMIUM. NO EXCEPTIONS.
20. The Purchaser(s) paying by credit card(s) understands and agrees that all deposits collected by credit card(s) will be turned over to the Madison 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/Madison County, Purchaser agrees and authorized to compensate Auctioneer with \$750 recovery fee as a new charge to their credit card(s) without requiring additional Purchaser signature(s). Failure to pay such recovery fee will result in collection action against said Purchaser(s).

#### AFTER THE AUCTION

21. All bids are subject to approval by the Madison County Board of Supervisors through resolution. The Madison County Board of Supervisors shall have the right to reject any bid for any reason whatsoever.
22. The entire balance of the accepted purchase price, the buyer’s premium, advertising fee and the deed recording fees must be paid in cash or

guaranteed funds payable to the Madison County Treasurer and received by the Madison County Treasurer's Office on or before September 26, 2025. The County is not required to send further notice to a purchaser. If the purchaser fails to pay the balance showing on the "Contract of Sale and Receipt of Deposit", the deposit shall be forfeited and the purchaser will be banned from all future Madison County land auctions. 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.

23. If the successful bidder fails to tender such amount due by the close of business on September 26, 2025, then the County may, but is not obligated, to offer any unsold property to the second highest bidder. All terms and conditions for the sale set forth herein above shall apply to the second highest bidder and/or any other purchaser.
24. In the event that a sale is cancelled by court order or judgment, the successful bidder shall be entitled only to a refund of any deposit and recording fees paid. If the bid is rejected by the Madison County Board of Supervisors, any refund will be returned without interest. Purchasers agree that they shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements made to the property or for taxes paid during the period of ownership.
25. All sales shall be final, absolute and without recourse once title has been transferred and the deed has been recorded. In no event, shall Madison County and/or Absolute Auctions & Realty 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 assignees, arising from this sale and conveyance.
26. Conveyance shall be by tax foreclosure deed only, containing a description of the property as it appeared on the tax roll for the year upon which Madison County acquired title or as corrected up to the date of the deed. The deed will be recorded by the Madison County Treasurer's Office upon compliance with and payment in full pursuant to the terms and conditions of the "Contract of Sale and Receipt of Deposit" and upon approval of the bids by the Madison County Board of Supervisors. **POSSESSION OF PROPERTY IS FORBIDDEN UNTIL THE DEED IS RECORDED IN THE MADISON COUNTY CLERK'S CONVEYING TITLE TO THE PURCHASER. TITLE VESTS UPON RECORDING OF THE DEED.** It is agreed between Madison County and the purchaser that delivery and acceptance of the deed occurs upon recording of the deed.
27. The successful purchaser on each auction parcel must remove the auction sign within seven (7) days after the recording of the deed.
28. Evictions, if necessary, are solely the responsibility of the successful bidder. **PLEASE NOTE:** All bidders are advised that the properties are sold subject to the rights of tenants or persons otherwise occupying the properties, if any. Responsibility to evict any tenants or take similar action concerning occupancy of the premises is the sole responsibility of the bidder. Eviction proceedings are subject to NYS law including any Executive Orders of the Governor and Administrative Orders of the NYS court system.
29. By acknowledging and executing these Terms & Conditions, the bidder certifies that he/she is not acting on behalf of the former owner(s) of the property against whom Madison County foreclosed and has no intent to defraud Madison 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 assignees shall convey the property to the former owner(s) against whom Madison County foreclosed within sixty (60) months subsequent to the date of the auction. 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 price at auction and such sums as may be owed to Madison County and consents to immediate entry of a judgment by Madison County for said amounts (A copy of the within Terms & Conditions executed by the bidder/purchaser shall be attached to and warrant the filing of an Affidavit of Confession of Judgment.)
30. Bidder gives permission for Auctioneer and those acting pursuant to its authority to photograph, video tape, or use any other electronic method of recording my likeness and/or voice to be used at the Auctioneer's discretion in auction-related publications and/or websites.

## 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 production 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."

## Important Disclaimers

Attention prospective bidders: The information set forth in this Bidder's Package is believed to be correct and complete. However, the seller, along with ABSOLUTE AUCTIONS & REALTY, Inc. make no warranties as to the accuracy and completeness of this information.

"Prior to the auction, prospective bidders should make such inspection and investigation as they deem appropriate. If you have not made a prudent inspection and investigation regarding the auction parcel(s), we ask that you DO NOT BID at today's auction."

**COUNTY REAL PROPERTY TAX MAPS:** These maps were prepared for Tax Administration purposes only. They are not intended to be used in the conveyance of property. There is no guarantee of accuracy or completeness. All information on these maps is subject to such variations and corrections as might result from an accurate instrument survey by a licensed surveyor.

**ANNOUNCEMENTS MADE AT THE AUCTION SUPERSEDE ANY PREVIOUSLY PRINTED MATERIAL OR STATEMENTS MADE.**

**Notice:** Upon being declared the successful high bidder, you must immediately go to the contract table, make your deposit, sign your Contract of Sale and closing documents. Please note that you can still bid on additional parcels from the contract table.

Thank you. **The NYSAuctions.com Team**

# AGENCY DISCLOSURE



## Division of Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
<https://dos.ny.gov>

### New York State Disclosure Form for Buyer and Seller

#### THIS IS NOT A CONTRACT

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

#### Disclosure Regarding Real Estate Agency Relationships

##### Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

##### Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

##### Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

##### Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

##### Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

# New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Jennifer Gableman, Broker of Absolute Auctions & Realty, Inc.  
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)


a licensed real estate broker acting in the interest of the:

( ☒ ) Seller as a (check relationship below) ( ☐ ) Buyer as a (check relationship below)  
( ☒ ) Seller's Agent ( ☐ ) Buyer's Agent  
( ☐ ) Broker's Agent ( ☐ ) Broker's Agent  
( ☐ ) Dual Agent  
( ☐ ) Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

( ☐ ) Advance Informed Consent Dual Agency  
( ☐ ) Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

 (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form:

Signature of { ☒ } Buyer(s) and/or { ☐ } Seller(s):

\_\_\_\_\_  
\_\_\_\_\_ 

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# FAIR HOUSING



## Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

## New York State Housing Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

### **Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:**

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

### **YOU HAVE THE RIGHT TO FILE A COMPLAINT**

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: [www.dhr.ny.gov](http://www.dhr.ny.gov);
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website  
[https://www.dos.ny.gov/licensing/complaint\\_links.html](https://www.dos.ny.gov/licensing/complaint_links.html)
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



## Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

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### New York State Housing Discrimination Disclosure Form

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For more information on Fair Housing Act rights and responsibilities please visit  
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by \_\_\_\_\_ (print name of Real Estate Salesperson/  
Broker) of \_\_\_\_\_ (print name of Real Estate company, firm or brokerage)  
Jennifer Gableman, Broker  
Absolute Auctions & Realty, Inc.

(I)(We) \_\_\_\_\_

(Real Estate Consumer/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

# Lead Paint Disclosure

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

 (c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

\* (d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or


(ii) X waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

(f) JAG Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

 Cindy J. Edick  
Seller Cindy J. Edick, Madison County Treasurer

Date

Seller

Date

Purchaser Jennifer Gableman

Date

Purchaser

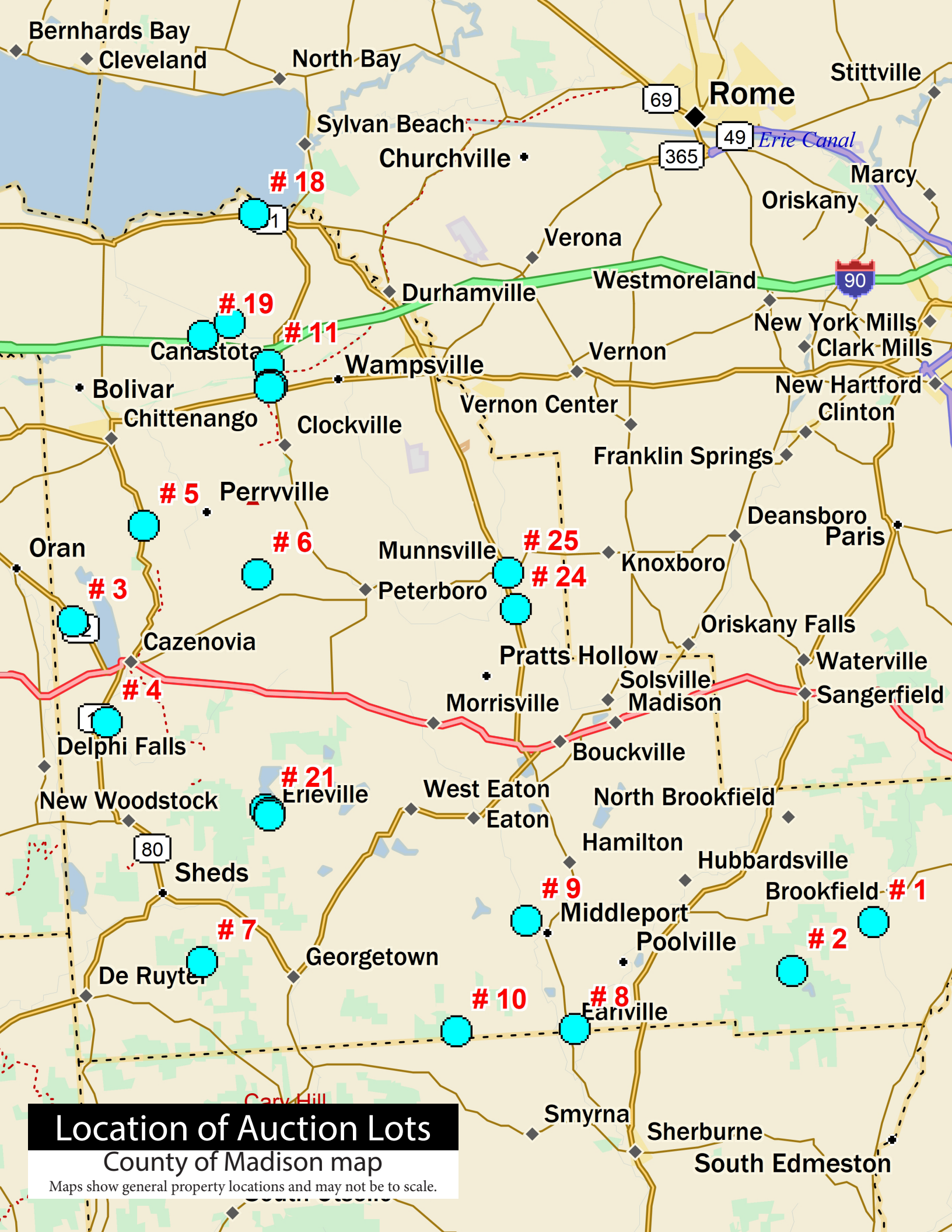
Date

Agent Jennifer Gableman, Absolute Auctions & Realty, Inc.

Date

Agent

Date



## Location of Auction Lots

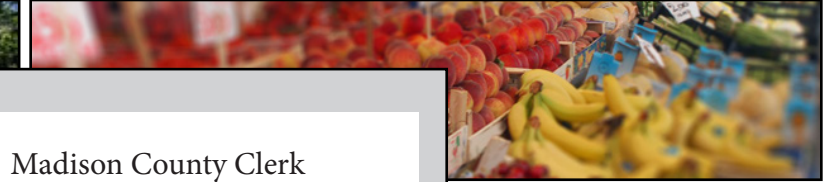
County of Madison map

Maps show general property locations and may not be to scale.



# Madison County, NY

## Towns & Villages



Madison County Clerk  
315-366-2261

Madison County Treasurer  
315-366-2371

Madison County Real Property  
315-366-2346

[www.madisoncounty.ny.gov](http://www.madisoncounty.ny.gov)

City of Oneida, 315-363-7378

Town of Brookfield, 315-899-3364

Town of Cazenovia, 315-655-9213

Town of Deruyter, 315-367-1350

Town of Eaton, 315-684-9111

Town of Fenner, 315-655-2705

Town of Georgetown, 315-837-4299

Town of Hamilton, 315-824-3380

Town of Lebanon, 315-837-4220

Town of Lenox, 315-697-7547

Town of Lincoln, 315-697-8837

Town of Madison, 315-893-7020

Town of Nelson, 315-655-8582

Town of Smithfield, 315-684-9293

Town of Stockbridge, 315-495-6581

Town of Sullivan, 315-687-7221

Village of Canastota, 315-697-7559

Village of Cazenovia, 315-655-3041

Village of Chittenango, 315-687-3936

Village of DeRuyter, 315-852-9625

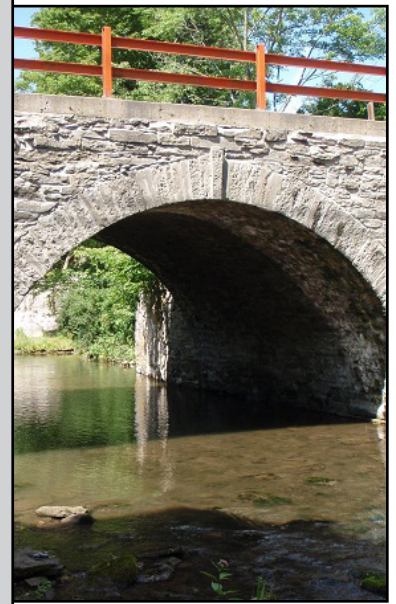
Village of Earlville, 315-691-2121

Village of Hamilton, 315-824-1111

Village of Morrisville, 315-684-7007

Village of Munnsville, 315-882-3133

Village of Wampsville, 315-363-5810



# AARauctions.com

FIRST  
CLASS  
MAIL

## 2025 Auction Calendar\*

Lewis County - Online Only

Wednesday, August 20

Sullivan County - Online Only

Wednesday, September 17

Madison County - Online Only

Thursday, September 18

Town of Cortlandt - Online Only

Friday, September 26

Franklin County - Live & Online

Wednesday, October 1

Onondaga County - Online Only

Thursday, October 9

Dutchess County - Online Only

Wednesday, October 22

Greene County - Online Only

Wednesday, October 29

Otsego County - Online Only

Wednesday, November 5

Essex County - Live & Online

Wednesday, November 12

Orleans County - Live & Online

Tuesday, November 18

Coming Soon: Orange, City of Poughkeepsie and more

Check website as above dates may change

**TIME DATED AUCTION NOTICE**

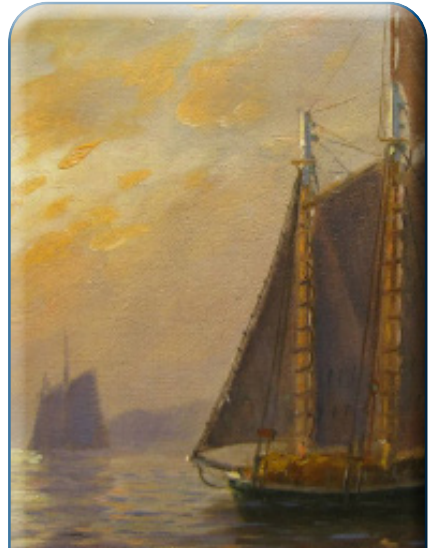
Visit [NYSAuctions.com](https://www.NYSAuctions.com) for upcoming auctions, Property Information Packages, updated auction information & More!



Real Estate



Equipment



Personal Property

## Have something to sell? Call today!

Absolute Auctions & Realty, Inc. | POB 1739, Pleasant Valley, NY 12569  
800-243-0061 | [info@aaarauctions.com](mailto:info@aaarauctions.com)

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[NYSAuctions.com](https://www.NYSAuctions.com)

**NAA**  
Auctioneer

NEW YORK STATE  
**NYSAA**  
AUCTIONEERS ASSOCIATION