

2026

Orleans County
Tax Foreclosure
Real Estate Auction
February 17 @ 10AM

Elks Lodge #1006
428 West State Street, Albion
or
Online at NYSAuctions.com



1 Become a member of
NYSAuctions.com

2 Register for auction



3 Complete Internet Bidding
Packet sent via email from
DocuSign



4 Online Bidders are Approved
to bid Friday prior to the
auction



Live
Auction
with
Online
Bidding

Homes, Vacant Land,
Seasonal &
Commercial
Properties

10% or 11% Buyer's Premium

(800) 243-0061

Absolute Auctions & Realty, Inc.

NYSAuctions.com

#1 - Caroline St, Village of Albion, Town of Albion

Residential vacant land. Adjacent to Lot 2.

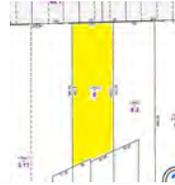
Tax Map: 62.19-2-8

Size: 1.30 +/- Acres

School District: Albion CSD

Full Market Value: \$3,200

Inspection: May not have access.



#2 - Caroline St, Village of Albion, Town of Albion

Residential vacant land. Adjacent to Lot 1.

Tax Map: 62.19-2-9.2

Size: 1.60 +/- Acres

School District: Albion CSD

Full Market Value: \$13,900

Inspection: Vacant Land. Drive by anytime.



#3 - 12 North Liberty St, Village of Albion, Town of Albion

Single family residence, 1.7 story, Old style, built 1919+/-, 1432 +/- sq. ft., 3BR/1BA, covered porch.

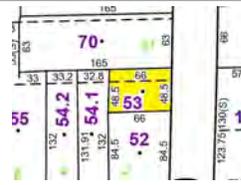
Tax Map: 73.6-2-53

Size: 48.5' x 66'

School District: Albion CSD

Full Market Value: \$47,900

Inspection: Occupied. Drive by anytime.



#4 - 219 East State St, Village of Albion, Town of Albion

Two family residence, 1.7 story, Old style, built 1830 +/-, 2638 +/- sq. ft., 5BR/3.5BA, porches.

Tax Map: 73.6-3-40

Size: 66' x 165'

School District: Albion CSD

Full Market Value: \$67,300

Inspection: Occupied. Drive by anytime.



#5 - 226 East Park St, Village of Albion, Town of Albion

Single family residence, 2 story, Old style, built 1880 +/-, 1721 +/- sq. ft., 3BR/1BA, covered porch.

Tax Map: 73.6-5-4

Size: 99' x 114'

School District: Albion CSD

Full Market Value: \$58,300

Inspection: Drive by anytime.



#6 - 122 Platt St, Village of Albion, Town of Albion

Single family residence, 2 story, Old style, built 1850 +/-, 1754 +/- sq. ft., 4BR/1BA, covered porch.

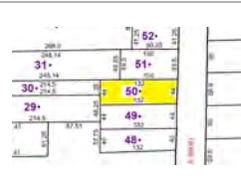
Tax Map: 73.6-6-50

Size: 44' x 132'

School District: Albion CSD

Full Market Value: \$59,200

Inspection: Check website for showing schedule.



#7 - 110 Beaver St, Village of Albion, Town of Albion

Single family residence, 2 story, Old style, built 1890 +/-, 1657 +/- sq. ft., 3BR/1BA, covered porch.

Tax Map: 73.6-7-85

Size: 66' x 120.12'

School District: Albion CSD

Full Market Value: \$54,000

Inspection: Occupied. Drive by anytime.



#8 - 126 North Main St, Village of Albion, Town of Albion

Attached row building, 1 story, built 1895 +/-, 5184 +/- sq. ft.

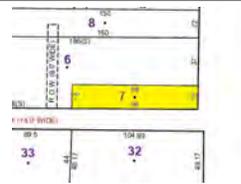
Tax Map: 73.23-1-7

Size: 18' x 98'

School District: Albion CSD

Full Market Value: \$37,200

Inspection: Drive by anytime.



#9 - 13634 Phipps Rd, Town of Albion

Single family residence, 2 story, Old style, built 1860 +/-, 2152 +/- sq. ft., 3BR/1.5BA, porch.

Tax Map: 72.-3-17

Size: 1.90 +/- Acres

School District: Albion CSD

Full Market Value: \$119,100

Inspection: Occupied. Drive by anytime.



#10 - East Lee Rd, Town of Albion

Rural vacant land.

Tax Map: 85.-1-30.12

Size: 6.00 +/- Acres

School District: Albion CSD

Full Market Value: \$30,500

Inspection: Vacant Land. Drive by anytime.



#11 - Stillwater Rd, Town of Carlton

Vacant rural land.

Tax Map: 27.-1-70

Size: 1.30 +/- Acres

School District: Lyndonville CSD

Full Market Value: \$3,400

Inspection: Vacant Land. Drive by anytime.



#12 - 4985 Upper Holley Rd, Town of Clarendon

Single family residence, 1 story, Ranch style, built 1969 +/-, 1152 +/- sq. ft., 2BR/1BA, porch, attached and detached garages.

Tax Map: 108.-2-26.11

Size: 1.30 +/- Acres

School District: Holley CSD

Full Market Value: \$138,800

Inspection: Occupied. Drive by anytime.



#13 - 3161 Oak Orchard Rd, Town of Gaines

Fruit crop land, 2 story, Old style, built 1835+/-, 3744+/- sq. ft., 5BR/1BA, porches. Pole barns, greenhouse. In Agricultural District.

Tax Map: 62.-1-5.1

Size: 97.70 +/- Acres

School District: Albion CSD

Full Market Value: \$512,100

Inspection: Vacant Land. Drive by anytime.



#14 - 3173 Densmore Rd, Town of Gaines

Rural residence, 2 story, Old style, built 1850+/-, 2568+/- sq. ft., 4BR/1.5BA, covered porch. In Agricultural District.

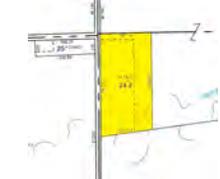
Tax Map: 63.-1-24.2

Size: 14.70 +/- Acres

School District: Albion CSD

Full Market Value: \$214,400

Inspection: Occupied. Drive by anytime.



#15 - 16758 Kenmor Rd, Town of Kendall

Single family residence, 2 story, Old style, built 1860+/-, 1990+/- sq. ft., 4BR/1BA, covered porch.

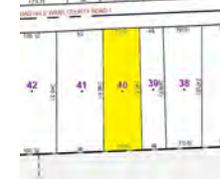
Tax Map: 32.12-2-40

Size: 72' x 246.51'

School District: Kendall CSD

Full Market Value: \$124,500

Inspection: Drive by anytime.



#16 - 15943 Canal Rd, Town of Murray

Multiple residence, 1 story, Ranch style, built 1954+/-, 1128+/- sq. ft., 2BR/1BA, Ranch, built 1989+/-, 792+/- sq. ft., 2BD1BA, detached garage.

Tax Map: 64.-2-34

Size: 2.40 +/- Acres

School District: Holley CSD

Full Market Value: \$95,700

Inspection: Check website for showing schedule.



#17 - Brockport Holley Rd, Town of Murray

Rural vacant land.

Tax Map: 88.10-1-29.1

Size: 0.50 +/- Acres

School District: Holley CSD

Full Market Value: \$1,100

Inspection: May not have access.



#18 - Oregon Rd, Town of Ridgeway

Rural vacant land.

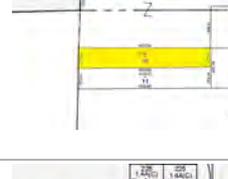
Tax Map: 47.-1-10

Size: 8.50 +/- Acres

School District: Lyndonville CSD

Full Market Value: \$8,200

Inspection: May not have access.



#19 - 12270 Rutherford Rd, Town of Ridgeway

Mobile home, attached garage.

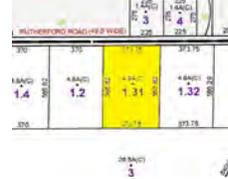
Tax Map: 48.-1-1.31

Size: 4.90 +/- Acres

School District: Lyndonville CSD

Full Market Value: \$35,800

Inspection: Drive by anytime.



#20 - 2634 Oak Orchard River Rd, Town of Ridgeway

Single family residence, 1 story, Ranch style, built 1984+/-, 1290+/- sq. ft., 3BR/1.5BA, attached garage.

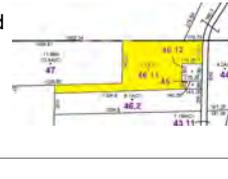
Tax Map: 48.-1-46.11

Size: 7.20 +/- Acres

School District: Lyndonville CSD

Full Market Value: \$149,100

Inspection: Occupied. Drive by anytime.



#21 - 522 Mahar St, Village of Medina, Town of Shelby

Single family residence, 1 story, Ranch style, built 1966+/-, 1780+/- sq. ft., 3BR/1BA, enclosed porch.

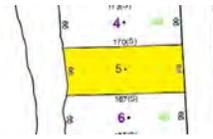
Tax Map: 80.9-3-5

Size: 66 x 167

School District: Medina CSD

Full Market Value: \$102,700

Inspection: Check website for showing schedule.



#22 - 10967 West Shelby Rd, Town of Shelby

Mobile home.

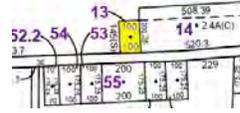
Tax Map: 112.-1-13

Size: 100' x 145.25'

School District: Medina CSD

Full Market Value: \$24,100

Inspection: Check website for showing schedule.



#23 - 11394 Yates Center Rd, Town of Yates

Single family residence, 1.7 story, Old style, built 1880+/-, 1464+/- sq. ft., 3BR/1BA, enclosed porch, detached garage.

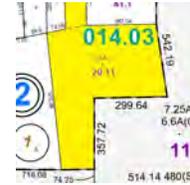
Tax Map: 14.3-2-20.11

Size: 5.25 +/- Acres

School District: Lyndonville CSD

Full Market Value: \$32,300

Inspection: Drive by anytime.



SAMPLE CALCULATIONS OF DEPOSIT DUE AT AUCTION

CREDIT CARD, 11% Buyer's Premium:

Bid amount	\$10,000.00
11% Buyer's Premium	1,100.00
Total contract price:	\$11,100.00
Minimum of 25% or \$250 of total contract price (whichever is greater) due at auction:	\$2,775.00

Bid amount	\$800.00
11% Buyer's Premium	88.00
Total contract price:	\$222.00
Minimum of 25% or \$250 of total contract price (whichever is greater) due at auction (see below*):	\$250.00

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

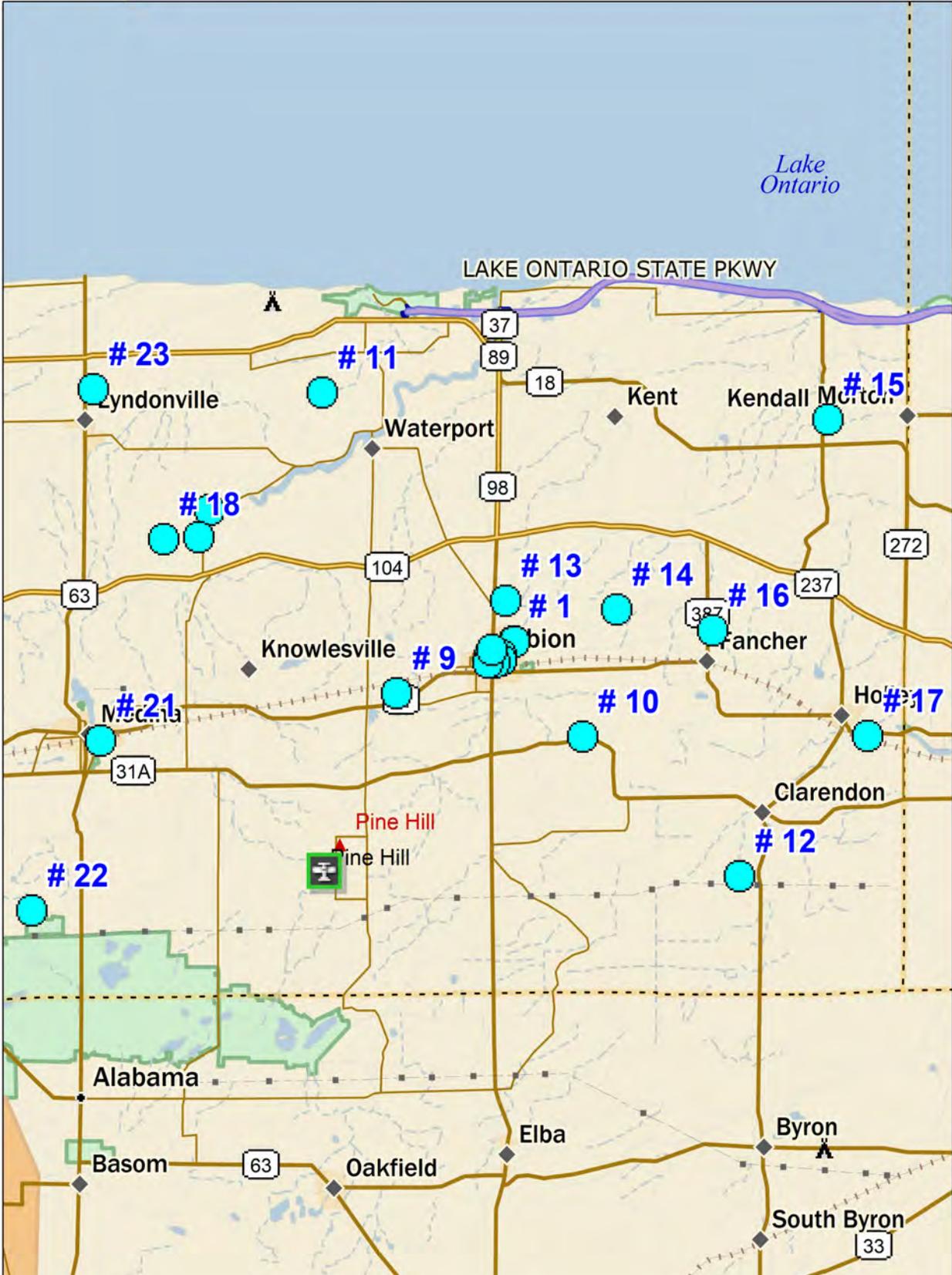
Bid amount	\$10,000.00
10% Buyer's Premium	1,000.00
Total contract price:	\$11,000.00
Minimum of 25% or \$250 of total contract price (whichever is greater) due at auction:	\$2,750.00

Bid amount	\$800.00
10% Buyer's Premium	80.00
Total contract price:	\$220.00
Minimum of 25% or \$250 of total contract price (whichever is greater) due at auction (see below*):	\$250.00

* If your total contract price falls under the minimum due of \$250, full payment at auction which will include closing costs and fees are due up to \$250. 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.

Taxes Due at Closing

Lot #	Tax Map #	Address	Taxes Due at Closing
1	62.19-2-8	Caroline St, Village of Albion, Town of Albion	\$194.97
2	62.19-2-9.2	Caroline St, Village of Albion, Town of Albion	\$810.98
3	73.6-2-53	12 North Liberty St , Village of Albion, Town of Albion	\$2,579.27
4	73.6-3-40	219 East State St, Village of Albion, Town of Albion	\$3,487.88
5	73.6-5-4	226 East Park St, Village of Albion, Town of Albion	\$4,891.74
6	73.6-6-50	122 Platt St, Village of Albion, Town of Albion	\$3,997.42
7	73.6-7-85	110 Beaver St, Village of Albion, Town of Albion	\$2,938.80
8	73.23-1-7	126 North Main St, Village of Albion, Town of Albion	\$2,551.91
9	72.-3-17	13634 Phipps Rd, Town of Albion	\$5,250.79
10	85.-1-30.12	East Lee Rd, Town of Albion	\$1,108.60
11	27.-1-70	Stillwater Rd, Town of Carlton	\$137.48
12	108.-2-26.11	4985 Upper Holley Rd, Town of Clarendon	\$6,633.69
13	62.-1-5.1	3161 Oak Orchard Rd, Town of Gaines	\$9,141.71
14	63.-1-24.2	3173 Densmore Rd, Town of Gaines	\$4,994.03
15	32.12-2-40	16758 Kenmor Rd, Town of Kendall	\$3,389.10
16	64.-2-34	15943 Canal Rd, Town of Murray	\$4,315.04
17	88.10-1-29.1	Brockport Holley Rd, Town of Murray	\$90.80
18	47.-1-10	Oregon Rd, Town of Ridgeway	\$276.24
19	48.-1-1.31	12270 Rutherford Rd, Town of Ridgeway	\$1,480.82
20	48.-1-46.11	2634 Oak Orchard River Rd, Town of Ridgeway	\$3,499.07
21	80.9-3-5	522 Mahar St, Village of Medina, Town of Shelby	\$5,521.58
22	112.-1-13	10967 West Shelby Rd, Town of Shelby	\$1,622.20
23	14.3-2-20.11	11394 Yates Center Rd, Town of Yates	\$1,498.69



TERMS & CONDITIONS

Orleans County Tax Foreclosure Auction. 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. A sample IBP can be found at the top of the auction web listing approximately 30 days prior to the auction. Complete and return to the office of the auctioneer/broker no later than 4:00PM on Friday, February 13, 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 Orleans 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.

STANDARD TERMS:

1. Orleans 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 tax sale proceedings; and/or as a result of forfeiture.

2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.

3. 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 facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water assessments are the responsibility of the purchaser, whether they are received or not; (d) the levied 2025 Town and County tax bill including any relieved taxes, any Village taxes relieved after May 31, 2025, the 2025/2026 school taxes, the 2026 Town and County taxes, penalties and interest and charges levied against the property subsequent to the auction, in addition to any other applicable charges (including, but not limited to, omitted and pro rata taxes, demolition charges, interest and penalties); and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the public auction.

4. The purchaser shall be solely responsible for the payment of: the levied 2025 Town and County tax bill including any relieved taxes, and Village taxes relieved after May 31, 2025, the 2025/2026 school taxes, the 2026 Town and County taxes, penalties and interest and charges levied against the property subsequent to the auction.

5. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date of the auction. Upon delivery of the quitclaim deed by the County of Orleans to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

6. No personal property is included in the sale of any of the parcels owned by Orleans 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 sale.

7. All informational tools, such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, 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 AUCTION SERVICE MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.

8. The County of Orleans reserves the right, in its sole discretion, to withdraw from the auction any of the properties listed on the schedule of real property.

9. 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.

10. ALL REGISTRATION PAPERWORK MUST BE COMPLETED ONLINE VIA LINK SENT TO REGISTERED BIDDERS. 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 other than lawyers, acting on behalf of others (including spouses), 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.]

11. 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.

12. 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.

13. The former owner of the property, or his agent, shall not be deemed to be the successful bidder on the property or purchase same at the public auction, unless the bid amount exceeds the amount of the purchase price to affect the release of County's interest. If the former owner or his agent reacquires the property, all liens existing prior to the foreclosure, will be reinstated and the purchaser (former owner) must sign the deed to reinstate the liens.

14. Purchaser shall provide information necessary to complete, and shall execute, the necessary forms and documents required for recording the deed in the Orleans County Clerk's Office. The purchaser 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.

15. 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 preceding bid.

16. The Purchaser will execute an Offer to Purchase form immediately upon being declared the high bidder. The approval of each bid by Resolution of the County Legislature will not constitute a Contract of Sale and the County reserves the right to reject any bid prior to the closing of title and the recording of the deed.

17. Purchaser shall be responsible for the payment of an eleven percent (11%) buyer's premium for credit card deposits, ten percent (10%) buyer's premium for cash or guaranteed funds deposits in addition to the accepted purchase price, an advertising fee of 1.5% of the bid price, and the closing fees/costs. The "buyer's premium" is the fee/commission earned by the auctioneer. Accepted purchase price is the amount bid by the highest bidder, which has been approved by the Orleans County Legislature.

18. 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 immediately upon being declared the successful bidder, will be forbidden to participate in this or any other auction. Any parcels which the County did not receive deposits for, as per these terms and conditions, will be considered to be defaulted, and resold and the bidder will be disqualified from further bidding.

19. 25% of the total contract price (total contract price is the combination of the high bid plus the buyer's premium, as defined in section 17 of these terms and conditions), shall be paid as a down payment on the day of the auction upon execution of an Offer to Purchase Form. The buyer's premium is wholly based on the down payment type. Total contract prices selling \$250 or less must be paid in full at auction, including all closing costs which consist of the following will be paid with the down payment on the day of the auction for each parcel: (a) New York State Transfer Tax [\$4.00 for the first \$1,000; \$2.00 for each \$500 thereafter of the purchase/bid price]; (b) Filing Fee for the Real Property Transfer Report [\$125.00 if the parcels classification code is 100-199, 200-299 or 411-C; \$250.00 for all parcels otherwise classified], (c) Filing Fee for combined Gains Transfer Tax Affidavit [\$5.00]; (c) all fees required by the Orleans County Clerk for recording of the deed [\$50.00 to record a one page deed; \$5.00 for each additional page], (d) 1.5% advertising fee as described in section 17. Closing costs may be subjected to an increase in fees as required by law, without notice.

All deposits must be made in cash or guaranteed funds payable to the "Orleans County Treasurer" and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC). No exceptions.

20. The Purchaser paying the minimum deposit by credit card understands and agrees that all deposits collected by credit card will be turned over to the Orleans County Treasurer. Credit cards can be used for the minimum deposit only, not the total contract price. 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/Orleans County, Purchaser agrees and authorizes to compensate Auctioneer 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 result in collection action against said Purchaser(s).

21. All bids shall be subject to approval by the Orleans County Legislature, which shall have the right, in the Legislature's sole discretion, to reject any bid for any reason whatsoever.

22. The entire balance of the accepted purchase price, the buyer's premium, as defined in section 17 of these terms and conditions, and all closing costs/fees must be paid by cash or guaranteed funds to the Orleans County Treasurer's Office on or before March 19, 2026. The County is not required to send notice of acceptance to a purchaser. If the purchaser fails to pay the balance of the total contract price plus closing costs and fees as herein provided, the deposit shall be forfeited. The County reserves the right, in its sole discretion, to extend the time of payment upon such terms and conditions it deems appropriate.

23. If the successful bidder fails to tender such amount due by the close of business on March 19, 2026, 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. All parcels for which you are the successful bidder for must be paid in full. No selective closings 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 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.

25. All sales shall be final, absolute and without recourse, once title has closed and the deed has been recorded. In no event, shall Orleans 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, success or assigns, against Orleans County and/or Absolute Auctions & Realty, Inc. arising from this sale.

26. The County of Orleans will execute no warranties concerning the parcel or title thereto and will not deliver or be responsible for abstracts, title insurance, title searches, surveys, maps or other documents concerning a parcel whatsoever.

27. 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 accepted purchase price, buyer's premium, and closing fees/costs. **POSSESSION OF PROPERTY IS FORBIDDEN UNTIL THE DEED IS RECORDED WITH THE ORLEANS 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 the deed.

28. 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 than 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) Orleans County shall in no event be or become liable for any defect in the title so conveyed for any cause whatsoever, or for any encroachments or disputed boundaries; and that no claim or demand of any nature shall ever be made against said Orleans County arising from such sale or conveyance or any proceedings leading thereto.

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

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

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) _____ 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) _____ 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) _____ 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) _____ 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.

 Seller Kimberly DeFrank, Orleans County Treasurer

Date

Seller

Date

Purchaser

Date

Purchaser

Date

Agent

Jennifer Gableman

Date

Agent

Date



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;
- 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
- 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

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

New York State Housing Discrimination Disclosure Form

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 Jennifer Gableman, Broker (print name of Real Estate Salesperson/ Broker) of Absolute Auctions & Realty, Inc. (print name of Real Estate company, firm or brokerage)

(I)(We) _____

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

Real Estate Consumer/Seller/Landlord Signature _____ Date: _____

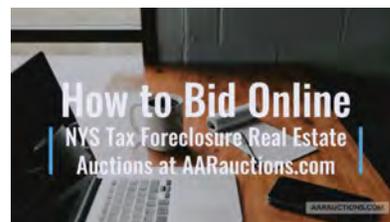
Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

Resource Center

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



Due Diligence

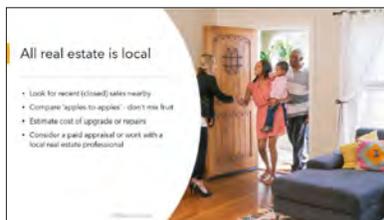


How to Bid Online

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

Orleans 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: 2/17/2026

I hereby agree to purchase the property known as Auction Property No: 1 located in the Orleans County, Tax Map No: XX.XX-X-X and agree to pay the bid price of \$50,000.00 plus the 11% Buyer's Premium of \$5,500.00 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 QUIT CLAIM DEED to be executed subsequent to receipt of all money due in accordance with the TERMS AND CONDITIONS OF SALE.

I have deposited with Orleans County Treasurer's Office the sum of \$13,875.00 as a down payment, to apply to the purchase price. Said down payment shall be returned to the PURCHASER forthwith upon notice by Orleans County 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:

Date	Amount	Type
2/17/2026	\$13,875.00	Credit Card

 SS #

Receipt of \$13,875.00 deposit is hereby acknowledged.

By: _____
Orleans 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 _____

Orleans County Treasurer's Office
 156 S. Main Street
 Albion, NY 14411
 PHONE: (585) 589-5353
 By: _____
 Kimberly DeFrank,
 Orleans County Treasurer

Recap:

Bid Price:	\$50,000.00
Buyers Premium:	\$5,500.00
Surcharge:	n/a
1.5% Advertising Fee (Based on Bid Amount):	\$750.00
School/City/Village Tax:	n/a
Town/County Tax:	\$3,307.35
NYS Transfer Tax:	\$200.00
Filing Fee - RP-5217:	\$125.00
County Clerk Fee:	\$55.00
SUB TOTAL:	\$59,937.35
Less Down Payment:	\$13,875.00
Balance Due by: March 19, 2026 in cash or bank check:	\$46,062.35

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



Orleans County, NY

Towns & Villages



Orleans County Clerk
585-589-5334
Orleans County Treasurer
585-589-5353
Orleans County Real Property
585-589-5400

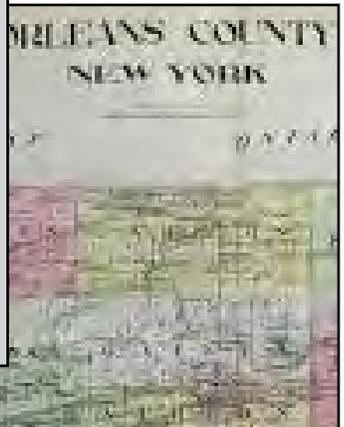
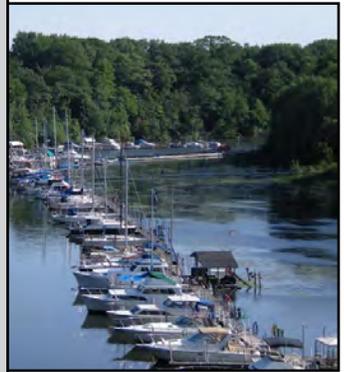
<http://www.orleans.ny.com>

TOWNS

Albion 585-589-7048
Barre 585-589-5100
Carlton 585-682-4358
Clarendon 585-638-6371
Gaines 585-589-4592
Kendall 585-659-8721
Murray 585-638-6570
Ridgeway 585-798-0730
Shelby 585-798-3120
Yates 585-765-9716

VILLAGES

Albion 585-589-9176
Holley 585-638-6367
Lyndonville 585-765-9385
Medina 585-798-0710



AArauctions.com

2026

FIRST
CLASS
MAIL

Otsego County - Online Only
Wednesday, January 14
Essex County - Live & Online
Wednesday, January 21
Orleans County - Live & Online
Tuesday, February 17
Clinton County - Live & Online
Wednesday, June 3

TBD

Our 2026 Calendar will be updated soon!

Dutchess County - Online Only
Franklin County - Online Only
Greene County - Online Only
Hamilton County - Online Only
Lewis County - Online Only
Madison County - Online Only
Onondaga County - Online Only
Orange County - Online Only
Sullivan County - Online Only
Ulster County - Online Only
City of Plattsburgh - Online Only
City of Poughkeepsie - Online Only
Town of Cortlandt - Online Only

TIME DATED AUCTION NOTICE

Visit [NYS Auctions.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@aaauctions.com

