

TERMS OF SALE

All bidders must be registered and sign a Certification that they have read the Terms of Sale, the General Instructions relating to the sale, and the Property List Cover Page–Select Terms of Auction. Registration will be conducted prior to commencement of the public auction (“Public Auction”). No persons, other than attorneys for a bidder, will be allowed into the bidding area unless registered as a bidder, upon showing proof of funds, the premises described in the Notice of Sale will be sold under the direction of DAVID MULLINS, Referee, and those persons he enlists to assist him, upon the following terms:

1. Real Property (each a “Property” and “Properties” for more than one Property) will be sold to the highest bidder (the “Purchaser”) for the amount of his/her highest bid (the “Bid Price”). The Referee will specify a minimum bid amount.

2. Upon submission of the highest bid, the Purchaser of a Property will be required to pay a deposit (the “Deposit”) for each Property in an amount equal to one hundred dollars (\$100) for each one thousand dollars of the Bid Price, rounded down to the nearest thousand. For example, a Bid Price of \$5,513 would require a deposit of \$500. If the sale price of a Property is less than \$1,000, the deposit shall be \$100. The Deposit may be paid in cash, certified check, attorney check, or bank draft payable to “County of Monroe” and must be paid at the time and place of the Public Auction, for which the Referee’s receipt will be acknowledged.

3. Absent an extension to close granted by Bond Schoeneck and King based only on any delay in the firm’s drafting of closing documents or such other reasonable extensions as said attorneys may grant solely in their discretion, the balance of the Bid Price, together with recording and filing fees as set forth in the General Instructions, must be paid by cash, certified check, or bank draft on or before the 21st day of November 2025, time being of the essence as to such date.

4. Each Property is sold subject to:
- (a) Any state of facts an accurate survey may show and subject to any facts an inspection of the premises (including an environmental inspection and tests) would reveal.
 - (b) Building or tract restrictions or regulations.
 - (c) Violations of record, if any, now or hereafter against the premises, and any fines, charges, or assessment arising therefrom.
 - (d) Easements, covenants, agreements, reservations, and restrictions of record, if any, insofar as the same may be in force and effect.
 - (e) Rights of tenants and/or occupants in possession, if any.
 - (f) Security Agreements, conditional bills of sale, and other chattel mortgages, if any.
 - (g) The right of the United States of America to redeem by reason of any Federal lien filed by or acquired prior to the date of sale.
 - (h) The amount of any unpaid water, sewer, pure water, electric, natural gas, or other utility charges, as well as maintenance or demolition charges heretofore or hereafter levied, assessed or accrued against or with respect to such Property.
 - (i) The lien or liens of unpaid City of Rochester ("City") taxes, including liens assigned to third parties, including, but not limited to, American Tax Funding, LLC and its assignees, EB 1Eminy LLC and EB 2Eminy LLC, Cheswold (TL) LLC, TL Six LLC and T6 Rocho LLC.
 - (j) The lien or lien of assessments, water, sewer rents, and utility charge, if any.

- (k) The lien or liens of any unpaid School Tax and the lien or liens of the Town and County Tax accruing after the commencement of this action.
- (l) Unpaid village taxes and other Village charges attributable to a parcel.
- (m) Existing municipal code violations.
- (n) Demolition Proceedings and/or Orders requiring a Property be demolished.

5. a. City of Rochester Tax Liens

City of Rochester (“City”) taxes have priority over County taxes and such taxes, whether held by the City or assigned to third parties, will not be extinguished by this tax foreclosure action. The City and / or third parties holding City tax liens may be in the process of foreclosing those tax liens. While the County may attempt to ascertain as best it can and provide information regarding pending tax foreclosure actions on each property or outstanding City taxes on each property, such information, if provided, is done so only for convenience and a Purchaser may not claim that any errors in such information as a basis for not closing on property for which that Purchaser is the high bidder. Each Purchaser remains solely responsible for determining the status of City taxes and pending actions to foreclose such City tax liens on each Property on which he or she is bidding and absolves the County and its agents, employees and representatives from errors or omissions with regard to City tax lien information the County might provide for convenience.

b. Village Liens

Village tax liens and charges that may later be converted into liens against a Property are superior to County tax liens and all Properties located in a Village are sold subject to such liens. The County makes no representation with regard to the status of such liens; it shall be the sole responsibility of the Purchaser to ascertain the status and amount of such liens, if any.

c. Town Charges

Town charges against a Property that may later be converted into liens are superior to County tax liens and all Properties located in a Town are sold subject to such liens. The County makes no representation regarding the status of such liens; it shall be the sole responsibility of the Purchaser to ascertain the status and amount of such liens, if any.

6. The Purchaser of a Property, or any portion thereof, will, at the time and place of the Public Auction, sign a **Memorandum of Purchase** in a form similar to the form annexed to the end of these Terms of Sale as **Attachment A**. Execution of a Memorandum of Purchase constitutes a binding agreement between Purchaser and the County to purchase a Property in accordance with the terms and conditions contained herein. A Property shall be deemed struck down to the highest bidder upon payment of the Deposit amount required hereunder (payment of which is due upon execution of the Memorandum of Sale). If the successful bidder fails to sign said Memorandum of Sale and pay the required deposit promptly, such Property will be recalled and the bidding for such Property will be reopened under the direction of the Referee under these same Terms of Sale, without application to the Court.

7. Each Purchaser is required to promptly schedule a closing date by contacting Bond Schoeneck & King PLLC the tax foreclosure attorneys. **All closings must be completed on or before November 21, 2025.** To schedule a closing, contact the county's attorneys, Bond Schoeneck & King at 585.238.3590. A Purchaser will be expected to close on the date assigned, but the County in its sole discretion may extend the closing date for a Purchaser. The Referee is not required to send any notice to the Purchaser reminding Purchaser to close. If the Purchaser neglects to schedule a closing or tender performance at the closing time and place agreed to, Purchaser shall forfeit the Deposit and the Referee may again place the subject Property for sale at a further public auction to be held. Additionally, if there be no conveyance of such Property to Purchaser and the

date of closing is not extended, the County may charge the Purchaser interest at the statutory tax interest rate of 1.5% per month thereafter on the unpaid taxes on the Property until the date of the County's next tax foreclosure sale. The County may also pursue against a defaulting Purchaser all other remedies as are available to the County as law and equity.

8. In addition to the encumbrances previously described, each Property will be sold subject to all easements and restrictions of record; all building, zoning, and planning restrictions and codes affecting each Property; and all provisions of the Notice of Sale. It is understood that it is the responsibility of each Purchaser to check each Property for location, size, physical characteristics, and condition. Each Property is sold in "as is" condition and subject to rights of tenants or other persons in possession, if any. It is understood that certain Properties may be landlocked, unimproved, and/or not in compliance with building and zoning codes, State or local laws or regulations, and structures on a Property may even be subject to a demolition proceeding and/or an order of demolition. While the County may have endeavored to identify properties subject to demolition proceedings or demolition orders, due to timing of the filing of such items and for other reasons, a Property subject to a demolition proceeding or demolition order may not be identified as such on the County's list of Properties for sale, so it is solely a bidder's obligation to determine whether a Property is subject to demolition proceedings or a demolition order.

9. Properties are sold subject to the right of redemption of the United States of America. For any Property subject to a Federal tax lien, the United States of America has the right to redeem the Property. In order to redeem, the United States would have to reimburse the successful bidder for the amount of the Bid Price paid at the auction, and the property would be conveyed to the United States.

10. Acknowledgment of the terms and conditions of the Notice of Sale is herein made and is hereby incorporated by reference.

11. It is understood that Purchaser will receive a Referee's deed which conveys only such title as can be conveyed by the Referee as a result of the In Rem Foreclosure Sale. The County is not responsible to provide Purchaser with an abstract of title, title insurance, or an instrument survey map. If a Purchaser can show that the title to be conveyed for a Property would not be insurable, subject to standard exceptions, because of errors or irregularities in this proceeding, upon Purchaser's request, the County will cancel the sale of such Property and will return the Deposit to the Purchaser. If a Property is deemed uninsurable for any of the conditions or exclusions noted in these Terms of Sale, or any other reason not the fault of the County's, however, Purchaser may not cancel the sale. Additionally, it shall not be a defense to closing if a title insurer refuses to insure title because a Property is being acquired as a tax foreclosure conveyance. In the event title to be conveyed is not insurable for a qualifying reason, the obligation and liability of the County and Bond Schoeneck & King shall be limited to the return of the Deposit. In no event shall the County nor Bond Schoeneck & King be liable for any incidental or consequential damages, claims, remedies, sums of money, or other relief, other than to return said Deposit.

12. It is the responsibility of each Purchaser to investigate the state of the title to a Property and to determine that all procedures have been followed in this foreclosure and all notices necessary to convey clean title to a Property have been given. Once a Referee's deed conveying title to a Property has been given, sale of a Property shall be deemed final and absolute, objections thereto against the County and its agents and attorneys shall be deemed waived, and a Purchaser

shall have no recourse for any errors in providing notice to any party holding an interest in or liens against a Property in issue in this auction.

13. Each Property will be sold as a single parcel only, except for such Properties as the Referee appointed by the Court shall reasonably determine should be sold as a single parcel (such as a discreet parcel that cannot be subdivided but has more than one tax identification number).

14. Street addresses are provided only for informational purposes. Each Property to be sold comprises that real property corresponding to the referenced tax account number shown on the official tax maps. Reference to such tax maps should be made for a description of the Property being sold. The referee's deed to be delivered shall describe the Property by reference to said tax account number.

15. No person, directly or indirectly, may bid on a Property of which he or she is the owner or owns a controlling interest in an entity that owns a Property ("Owner"). An Owner of a Property who, in violation of these terms, is the high bidder for a Property, or who takes an assignment of the high bid on such Property, will not be issued a referee's deed to the Property, but shall be obligated to pay the full amount of the bid and only shall be entitled to have those taxes represented by such bid discharged on such Property. An Owner shall not be entitled to have third-party subordinate liens cut off by payment of such back taxes but, in the event the effective high bid paid by an Owner exceeds the amount owed to the County in this sale of the Owner's Property, the County shall refund to the Owner, without interest or fees, any excess sum the Owner has paid or, at the County's discretion, shall report those monies as surplus monies for the benefit of subordinate lienholders.

16. Upon signing a Memorandum of Purchase, a Purchaser acknowledges that he or she has read and understands these Terms of Sale, that the Terms of Sale and Notice of Sale (and any General Instructions or other information provided in the bid packet) form additional terms of contract between the County and such Purchaser, and that, in the event of any dispute, such terms and information shall survive the conveyance of the Property to such purchaser.


17. Neither the County of Monroe nor the firm, Bond Schoeneck & King, makes any representations or warranties, nor shall be bound by any representations, regarding the size, location, condition (including environmental condition), improvements, surviving tax liens or charges, value, or demolition notices relating to any of the Properties. Any representations or warranties that a Property is free from contamination by hazardous substances or is not in violation of any statutes, rules, codes, or regulations relating to the presence of hazardous substances or the protection of the environment are hereby expressly disclaimed.

18. It is the responsibility of each bidder to contact the municipality in which a Property is located to determine whether that Property is subject to a demolition proceeding or order of demolition. Similarly, it is the responsibility of each bidder to determine the condition of each Property, to determine whether superior tax liens and charges will remain against a Property following this sale and to determine all other relevant facts about said Property.

19. The County has the right to remove any Property from the sale either before or after the Public Auction.

20. All announcements made at the sale are hereby incorporated herein by reference and are deemed to be included in these Terms of Sale and shall be binding upon each Purchaser.

Dated: AUGUST 22, 2025

A handwritten signature in black ink, appearing to read "David Mullins", written over a horizontal line.

David Mullins, Referee

ATTACHMENT "A" TO TERMS OF SALE

STATE OF NEW YORK
COUNTY COURT

COUNTY OF MONROE

IN THE MATTER OF:

THE NOTICE OF FORECLOSURE OF TAX LIENS BY THE
COUNTY OF MONROE ET AL.

IN REM ACTION NO. 149

Index No.:
E2025006217

MEMORANDUM OF PURCHASE

I, (name) _____
personally, or on behalf of _____ (name of company)

Bidder No.: _____, have, this _____ day of _____, 2024 submitted the high bid
for the following premises:

Serial No.: _____

Property Address: _____

pursuant to the Terms of Sale in this action, for the purchase price of
_____ Dollars
(\$ _____), and have given a deposit in the amount of
_____ Dollars,
(\$ _____).

In accordance with the Terms of Sale, I hereby promise and agree to pay the balance of the
purchase price in full on or before **November 21, 2025**. I understand that I am bound by the Terms
of Sale and have reviewed the General Instructions (copies of which were included in the bid
packet issued to me at this sale).

Dated: _____, 2024

Purchaser

(Print Name and, if Applicable, Title)

FOR COUNTY USE ONLY *****

Received from said purchaser on the date noted above, the sum of _____ Dollars
(\$ _____), for property sold by me as under the Judgment of Foreclosure in the above-
entitled action.

David Mullins, Referee

