

**GEORGE W. COLE**  
Auctions - Appraisals  
Real Estate Sales  
845.758.9114 - georgecoleauctions.com



# GEORGE COLE AUCTIONS & REALTY, INC.

7578 N Broadway - Red Hook, NY 12571  
p 845.758.9114 - f 845.758.9415  
www.georgecoleauctions.com

Principal Broker: George W. Cole c 845.389.6337  
Associate Broker: Elmer LeSuer c 914.466.5940

**WE SELL YOUR:**  
Antiques, Real Estate, Vehicles  
Almost Anything Of Value!



## PURCHASE AGREEMENT CONTRACT

Notice: Attachment Of Signature By Both The Seller And The Buyer Is Indication Of A Meeting Of The Minds, And This Document Becomes A Legally Binding Contract. Your Signature Indicates You Understand And Agree To Meet The Terms Set Forth Herein. If you Do Not Understand This Document, It Is Recommended You Consult An Attorney.

Seller Doris Kulick Seller Address 68 Downs Street, Kingston, NY 12401

Hereby Offer The Following Real Property For Sale By Public Auction On This The 13<sup>th</sup> Day Of August, 2023

Property Description Single Family Residential With Garage

Property Address 68 Downs Street

City Kingston County Ulster State NY

Lot Size +/- 45 x 100 Tax Map / SBL 48.333-8-6

Deed Recorded Ulster County Clerk - 01/12/23 Liber 2023 Page 457

These Premises Are To Be Sold Under The Direction Of George Cole Auctions & Realty, And Upon

Acceptance Of A Bid By The Seller, Pursuant To The Following Terms:

1. The sale includes all fixtures, unless specifically excluded below. Seller represents and warrants that they are paid for and owned by Seller clear of any liens or encumbrances, other than existing mortgage(s), if any. The fixtures include, but are not limited to, plumbing, heating and lighting fixtures. Also included are the following items of personal property, but no others, conveyed in "AS IS" condition and without any warranty.
2. Any statements made in sales flyers or advertising relating to this property are not to be considered as part of these terms. There are no representations, warranties or contingencies to Purchaser's obligation to close other than those specifically set forth in these terms of sale. Purchaser agrees to take the property in an AS IS condition. No representations, warranties or promises have been made by the Seller or Auctioneer regarding the condition of the property or any systems, including but not limited to, heating, plumbing, sewer or septic, the roof, foundation, basement, appurtenances or out buildings, unless there is an express representation, warranty or promise in this contract. Seller has not prepared or delivered a real property disclosure form and will, instead, give a \$500 credit at closing off the purchase price.
3. The Premises are sold subject to: (a) Building and zoning regulations; (b) Conditions, agreements, restrictions and easements of record; (c) Any state of facts that an inspection or survey of the property may disclose. All of the above shall apply only so long as they are not violated by the existing nature of the property and the buildings or improvements thereon and/or render title unmarketable and do not threaten the continued use or occupancy of the property in its present form.
4. Title insurance, if any, shall be paid for by the purchaser.



**GEORGE W. COLE**

*Auctions - Appraisals  
Real Estate Sales*  
845.758.9114 - georgecoleauctions.com



**GEORGE COLE AUCTIONS  
& REALTY, INC.**

**7578 N Broadway - Red Hook, NY 12571**  
**p 845.758.9114 - f 845.758.9415**  
**www.georgecoleauctions.com**

**Principal Broker: George W. Cole c 845.389.6337**  
**Associate Broker: Elmer LeSuer c 914.466.5940**

**WE SELL YOUR:**

*Antiques, Real Estate, Vehicles  
Almost Anything Of Value!*



15. The Sellers, through their agent, the auctioneer, at their option, may recall the property, if the successful bidder shall fail to comply with the terms set forth herein. The person failing to comply, in addition to forfeiting any deposits made on account, will be held liable for any deficiency resulting from resale of premises.

16. Payment will take place according to the following schedule:

a. INITIAL DEPOSIT: The purchaser will be required to pay the sum of \$ \$25,000.00 in U.S. cash or certified bank check made payable to "George Cole Auctions Escrow Account" as deposit on day of auction. This deposit shall be remain in escrow until closing or default. THESE FUNDS ARE NON-REFUNDABLE.

b. SECOND DEPOSIT: On or before ten days following the auction, the buyer will be required to deposit an additional amount bringing total funds deposited to 20% of the accepted bid... (First 10% will be considered to be the buyer's premium & second 10% will be applied toward the purchase price). This payment will be in U.S. cash or certified bank check made payable to "George Cole Auctions Escrow Account". This deposit shall be remain in escrow until closing or default. THESE FUNDS ARE NON-REFUNDABLE.

c. CLOSING: The balance to be paid upon closing, on or before the 30<sup>th</sup> day of September 2023 at a time and location to be determined by the attorney for the seller. Time is of the essence as to the date the deed will be ready which is the closing date.

17. The auctioneer is not required to send any notice to purchaser and if the purchaser neglects to call at time and place of closing, to receive the deed, he or she will be considered in default and will forfeit all monies of deposit, as well as the buyer's premium.

18. Seller reserves the right to accept or reject any bid.

19. Auctioneer reserves the right to deny any person admission to and/or permission to participate in the live public auction. Any person refusing to maintain peaceable composure will be asked to leave the premises so the auction can continue.

**GEORGE W. COLE**  
Auctions - Appraisals  
Real Estate Sales  
845.758.9114 - georgecoleauctions.com



# GEORGE COLE AUCTIONS & REALTY, INC.

7578 N Broadway - Red Hook, NY 12571  
p 845.758.9114 - f 845.758.9415  
www.georgecoleauctions.com

Principal Broker: George W. Cole c 845.389.6337  
Associate Broker: Elmer LeSuer c 914.466.5940

**WE SELL YOUR:**  
Antiques, Real Estate, Vehicles  
Almost Anything Of Value!



## SUMMARY OF SALE FORM

I/WE: \_\_\_\_\_

OF: \_\_\_\_\_

Hereby acknowledge the purchase of \_\_\_\_\_

Purchase is subject only to the terms and conditions set forth in the Purchase Agreement Contract. I understand that the buyer's premium is not to be part of and is in addition to the purchase price that is due the seller. I hereby agree to complete the purchase in accordance with said conditions.

BID PRICE: \_\_\_\_\_

BUYER'S PREMIUM: \_\_\_\_\_

TOTAL COMMITMENT: \_\_\_\_\_

LESS DEPOSIT: \$25,000.00 \_\_\_\_\_

DUE IN TEN DAYS: \_\_\_\_\_

DUE AT CLOSING: \_\_\_\_\_

The undersigned, or legal representative acting on behalf of the undersigned, accepts the above bid price and agrees to sell/purchase the property upon the terms set forth.

BUYER(s): (sign) \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER(s): (print) \_\_\_\_\_

BUYER ATTORNEY IF ANY: (print) \_\_\_\_\_

BUYER ATTORNEY ADDRESS: \_\_\_\_\_

BUYER ATTORNEY PHONE & FAX: \_\_\_\_\_

SELLER(s): (sign) \_\_\_\_\_ DATE: \_\_\_\_\_

SELLER(s): (print) Doris Kulick \_\_\_\_\_

SELLER ATTORNEY IF ANY: (print) \_\_\_\_\_

SELLER ATTORNEY ADDRESS: \_\_\_\_\_

SELLER ATTORNEY PHONE & FAX: \_\_\_\_\_

WITNESS: (sign) \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS: (print) \_\_\_\_\_