Hopewell Baptist Church

2002

Papers; 2002; Land Purchase (1)

Hopewell Baptist Church

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STATEMENT OF CLOSING

PREMISES: 1307 Fillmore Avenue, Buffalo, New York

SELLER: Anna C. Vogelsang

BUYER: Hopewell Baptist Church

Adjustments as of Dec 15, 1972

Sale Price $15,000.00

Erie County Tax 1972- $457.65
   x 1/6 = 76.27

1972/73 Buffalo City Tax- 1st Half $542.09
   x 1/6 = 90.348

1972/73 Buffalo Sewer Rent $50.33
   x 1/6 = 8.388

Insurance

Water Deposit 1972- $15
   x 1/6 = 2.5

Credits to Buyer:

Down Payment (retained by J. H. White Realty Corp.) $1,000.00

Rent days at $2.50 per day

Received above amount 10/15/72

All of the above re checks

Handwritten note: Brick: my arithmetic may be incorrect.
Yes double check.

Handwritten note:
PURCHASE OFFER
(UNIMPROVED PROPERTY)

THIS AGREEMENT made this ______ day of ______ ,
2002, by and between the CITY OF BUFFALO, City Hall, Buffalo, New York, hereinafter
called “City”, and HOPEWELL BAPTIST CHURCH, residing at 1307 Fillmore Ave.
Buffalo, New York 14211, hereinafter called “Purchaser”.

1. AGREEMENT: Seller shall sell and Purchaser shall buy on the terms stated in this Contract.

2. PROPERTY: The property is described as follows:

Street Address 1299 & 1301 Fillmore Ave.,
City of Buffalo, County of Erie, State of New York; and more particularly described as
S.B.L. Numbers 00.60-2-12 & 100.60-2-11, consisting of two vacant
lots each having a frontage of 30' x 137' in depth.

3. PRICE: The purchase price is ( $5,000.00 each) $ 10,000.00
Payable as follows:
When Purchaser signs this contract (deposit) $ 1,000.00
On delivery of deed (in cash or certified funds) $ BALANCE

The deposit is to be held until this offer is accepted at which time it shall become part of the
purchase price. If this offer is not accepted, the deposit shall be returned to Purchaser and the
offer shall thereupon become void.

4. CONDITION OF PROPERTY: Purchaser is acquiring property in “as is” condition and
agrees to correct all existing code violations within a reasonable time after taking title to the
property.

5. CLOSING: This transaction shall be closed, the payments made, and the deed delivered at
the Office of the County Clerk of Erie County within forty-five (45) days of the acceptance
of this offer by the Common Council or within such extension(s) of time as the City may
approve.
6. **TITLE:** City shall tender to Purchaser a good and sufficient quitclaim deed conveying good and marketable title to Premises in fee simple, free and clear of all liens and encumbrances, subject only to zoning restrictions, easements, covenants and restrictions of record, and the rights of tenants, if any. No claim for damages will lie against the City because of a defective title and the City makes no representations or warranties as to the purpose for which premises is zoned.

7. **TITLE DOCUMENTS:** City will not furnish to Purchaser any abstract of title or survey. Purchaser may obtain a title report or policy of title insurance at Purchaser's expense.

8. **CANCELLATION:** In the event Purchaser fails to close this transaction within the time limit herein provided, City may cancel this sale by giving written notice of such cancellation to Purchaser, whereupon this agreement shall become null and void and of no further effect, and the deposit shall be retained by City as liquidated damages. Should this contract be terminated by any reason, such as environmental concerns, the Buyer's deposit will be returned.

9. **POSSESSION:**
   a.) Purchaser shall have possession of Premises from and after delivery of the deed.
   b.) Transfer stamps to be affixed to the deed and the deed recording fees shall be paid by Purchaser.
   c.) Purchaser shall also pay for the cost involved in obtaining copy of legal description(s).
   d.) Time is hereby made of the essence of this contract of sale.

10. **NON-ASSIGNABLE:** Purchaser covenants and agrees that this contract shall not be assigned, transferred or pledged without written consent of City.

11. **APPROVAL OF PURCHASE OFFER:** The Common Council of the City of Buffalo reserves the right to reject any and all Purchase Offers. If said Council rejects this Purchase Offer, the same shall become null and void and neither party shall have further liability to the other.

12. **WARRANTY:** Purchaser hereby states that they (are) not an employee(s) of the City of Buffalo; that they (are) not the former owner(s), nor a principal of the former owner(s) or a part of the immediate family of the former owner(s) and that they (are) not making this purchase for such former owner(s) or for the purpose of transferring the property to such former owner(s).

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*The buyer is currently performing environmental testing and title examination which satisfactory results are a condition of this contract. Upon obtaining these results, and with the buyer being satisfied, this contingency will be removed.*

03/07/2001
13. **ACCEPTANCE:** This Purchase Offer and the acceptance by City shall constitute the entire agreement between the parties.

14. **ENTIRE AGREEMENT:** This Contract of sale with (insert "no" or number) 0 riders contains the entire agreement between the Seller and Purchaser and nothing is binding on either of them which is not contained in this contract. This Contract is intended to bind the Seller and Purchaser and those who succeed to their interests.

DATE: 8/12/02

PURCHASER

PURCHASER

CITY OF BUFFALO

BY: JOHN P. HANNON, JR.
DIRECTOR OF REAL ESTATE

WITNESS: __________________________