Online Auction Date:
Wednesday, April 25, 2018
10:00 am - 2:00 pm (EST)

Inspection Date & Time:
Monday, April 16 and Sunday, April 22
1:00 - 4:00pm

3-Step Registration:
1. Create an account with CWS and validate with credit card information (only required once).
2. Visit auctions.cwsmarketing.com and click on “Register to bid.” Required for each property bid on.
3. Mail Bid Deposit Form (found online) with the deposit check no later than 5pm the last business day before the auction.

Deposit:
$5,000 cashier’s check per property made payable to CWS Marketing Group
Cashier’s checks made payable to bidder’s name CANNOT be accepted

Property Description: Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS. 1,532 ± sq. ft. home that has been converted to commercial/office use. The building has a foyer/reception area, private rooms/offices, a kitchen, bathrooms, laundry area, and a 528 ± sq. ft. unfinished basement. The property has a rear parking lot and is located at the corner of North Hillside Avenue and 3rd Street in a commercial area.

Property Details:
Improved Area: 1,532 ± sq. ft.
Site Area: 6,410 ± sq. ft.
County: Sedgwick
2016 Taxes: $2,178.07 ±
Year Built: 1937
Utilities: Electricity, Water, Sewer
Parcel No: 125-22-0-11-08-001-00
Zoning: B/Multi-Family Residential
Special Assessment: $104.45 a year through 2020 (sidewalk repair)
GENERAL INFORMATION: The placement of a successful bid at a U.S. Department of the Treasury online auction establishes a legally binding contract between the successful bidder and the Government. An e-mail notice sent to the high bidder establishes the contract, which is subject to final acceptance by the Government. This contract is bound by these Terms and Conditions, any Special Terms and Conditions published by the Contractor for the specific auction, 10 CFR Customs Dates Part 162 and all other Federal regulations governing contracts for the purchase of Government property, which may be found at http://www.acquisition.gov. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

ELIGIBILITY OF BIDDERS: The Bidder warrants that he/she is not: (a) under 18 years of age; (b) an employee of any department or agency of the Federal Government prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee of (b); (d) the Contractor, subcontractor or vendor, or their agent who has access to information concerning the property to be sold at U.S. Department of the Treasury auctions that is not generally available to the public; (e) presently debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 104-6.1 or (f) the party, or agent of the party(ies), from whom the property was seized.

The Contractor’s subcontractor may not act as agent for a third party in purchasing U.S. Department of the Treasury real property that is or has been in their custody or control. For breach of this warranty, the Government shall have the right to cancel the contract without liability.

REGISTRATION: If you are a new bidder, please create an account. Go to “Login” and click on either “Sign up now” (desktop) or “Create Account” (mobile device). Fill out the proper information (must have an approved credit card) and click on “Register.” Credit cards are required during registration to verify your identity only. U.S. Treasury auctions do not accept credit cards as a form of payment for deposits. The credit card will be charged $1.00 for this process. This is an authorization only and the amount is released after verification. Bidders will need to accept the Terms & Conditions in order to establish an account.

DEPOSIT: A $5,000.00 deposit is required to bid on U.S. funds only. Persons wishing to participate in the bidding process of the sale are required to register online for each specific auction you are interested in. To complete the registration process, download the Bid Deposit Form and mail with the cashier’s check deposit once the deposit is received, the bidder will be sent an email notification confirming they are approved to bid. If you have downloaded the CWS Auctions App, you will also receive an approval text alert on your mobile device. Deposits must be in the form of a cashier’s check and made payable to CWS Marketing Group, Inc. The completed Bid Deposit Form should be mailed to: CWS, 10611 Falls Ford Road, Suite 140, Manassas, VA 20109, attn: E. Connolly. The deposit is due no later than 5:00 p.m. EST on April 24, 2018.

The successful bidder’s deposit will be returned as the initial payment for the property. Cashier’s checks payable to the bidder’s name CANNOT be accepted. Unsuccessful deposit checks will be returned within 5 business days.

The registrant agrees that, should the registrant be the successful bidder of a property, the following information regarding the transaction shall be published on the U.S. Department of the Treasury auction website: (1) the registrant’s name; (2) the property’s address; and (3) the purchase price of the property. Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)).

BACK-UP BIDDER: The back-up bidder’s deposit will be mailed within three (3) business days after receiving the total deposit from the high bidder.

In the event money is not received from the high bidder within the time period specified, the back-up bidder will become the high bidder at the Purchase Price stated in the back-up contract. The back-up bidder is obligated to transmit money as stated above within three (3) business days of notification. The foregoing liquidated damages provision shall apply to the back-up bidder.

INSPECTION OF PROPERTY: The bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Failure to inspect property shall not constitute cause for cancellation of sale. Property will be available for inspection at the times specified by the Contractor. Absolutely no access to property is allowed without prior Contractor authorization. At their own expense, potential bidders may have property inspectors examine the property during regularly scheduled open houses.

REAL PROPERTY DESCRIPTIONS: The bidder understands and agrees that the property is offered, purchased, and accepted by the buyer “AS IS” and “WITH ALL FAULTS.” The Government and its agent make no warranties or guarantees whatsoever whether written, oral, or implied as to quality, condition, or habitability. All information contained on the website and marketing was derived from sources believed to be correct, but there is no guarantee:

- Buyer acknowledges that he/she relied entirely on his/her own information, judgment, and inspection of the property. If a legal misrepresentation is determined before the final closing on the property, the Government reserves the right to cancel the sale and refund any earnest/deposit money paid.

The successful bidder’s deposit(s) will be retained as the initial payment for the property sold hereunder. During this process the successful bidder may not withdraw their bid at any time. Unilateral conditions asserted by any bidder will not be accepted.

The high bidder shall deliver ten percent (10%) of the Purchase Price less the initial money deposit, whichever is greater, to CWS by cashier’s certified check, payable to CWS Marketing Group, Inc or by bank wire transfer. Within three business days, should the high bidder fail to deliver the money, Seller shall have all rights and remedies provided in the Terms of Sale, including the right to retain the initial money deposit and any other deposits or payments made by the high bidder as liquidated damages.

The successful bidder must accept the initial payment for the property. Personal or business checks, bank letters, or letters of credit will not be accepted. Cashier’s checks made payable to the bidder’s name CANNOT be accepted. The bidder, who placed the bid accepted by the Government in compliance with the above statutes or policy.

CONSIDERATION OF BIDS: The Government reserves the right to reject any or all bids, and to waive any technical defects in bids. Property is sold with a minimum reserve price unless the property is, in explicit terms, offered without a minimum reserve price. If the minimum reserve price is not achieved, the Government may withdraw the property at any time before the sales contract is executed.

FINANCING: The buyer is responsible for obtaining his or her own financing arrangements as required. The Government does not provide financing for the purchase of any property offered under these Terms and Conditions.

CLOSING: Closing will be held within 30 calendar days of the date the Government signs the sales contract accepting the Buyer’s offer. Closing may be held sooner, with mutual agreement of Buyer and Seller. The Seller may, at its discretion, exceed closing beyond 30 calendar days. Closing costs including, but not limited to, transfer taxes, transfer stamps, recording fees, and escrow fees will be paid by the Buyer and Seller in accordance with the customs of the county in which the property is located. In the event Buyer desires title insurance, it will be at the Buyer’s expense.

Government Deed: Clear Title will be transferred via a Government Deed. Liens and other encumbrances will be paid by the Government. Title Insurance is available at Buyer’s expense.

DEFAULTS: Failure to make required deposit or final payments and/or comply with the time frames specified on the website shall be deemed default of the high bidder and may result in cancellation of the contract and forfeiture of any rights, title, and interest the Buyer may have acquired. In that case, title of the property will remain with the Government and will result in the forfeiture of the deposit. If the default occurs because of failure to make the required deposit, the buyer shall be liable to the Government for liquidated damages in the amount of that deposit.

PROPERTY OFFERED FOR SALE BY ICE, SECRET SERVICE, OR IRS-CI: In accordance with 18 USC Section 1963(g) and 21 USC Section 804(a) of the Comprehensive Crime Control Act of 1984, and Department of the Treasury Policy, forfeited (real) property will not be sold to the defendant or person(s) acting as his/her agent. A real property sales contract may be cancelled by the Government in compliance with the above statutes or policy.

ADDITIONAL INFORMATION: For additional information, please visit our website at www.treasury.gov/auctions/treasury/rp. If you do not have Internet access, or have further questions, you may call our Public Auction Line at (202) 354-8300 or fax inquiries to (571) 921-4153.