SEIZED AND FORFEITED REAL PROPERTY
ONLINE AUCTION

Online Auction Date:
Thursday, September 2, 2021
9:00 am - 12:00 pm ET

Inspections By Appointment Only:
Sunday, Aug. 22 and Saturday, Aug. 28

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 deposit check to arrive no later than the last business day before the auction.

Deposit: $25,000 cashier's check made payable to CWS Marketing Group
Cashier's checks made payable to bidder's name CANNOT be accepted

Starting Bid: $140,000

For more details visit the Treasury website at: www.treasury.gov/auctions/treasury/rp and click on upcoming auctions or call the Public Auction Line at (703) 273-7373.

Subscribe for free email notifications of upcoming auctions at: cwsmarketing.com

5 East Monroe Avenue, Linwood, New Jersey 08221

Property Description: 3,371 ± sq. ft. two-level home with 4 bedrooms, 3.1 baths, kitchen, living room, dining room, family room with fireplace, den, laundry room on each floor, and attached 2-car garage. The 2,162 ± sq. ft. basement includes a rec room, TV room, wet bar, and additional 2 bedrooms and full bath. Inspection is by appointment only. Please visit cwsmarketing.com for online scheduling of appointment and full list of COVID-19 requirements and precautions. Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS including any building violations for the building as a whole that may apply (including but not limited to fines and penalties).

Property Details:
Living Space: 3,371 ± sq. ft.
Site Area: 10,974 ± sq. ft.
Year Built: 2018
2022 County Taxes: $25,061.72 ±
(Note: taxes corrected on 8/24)

Utilities: Electricity, Gas, Water, Sewer
Zoning: R-15/Single Family Residential
County: Atlantic
Parcel No: 14-00110-0000-00003-02

CWS Marketing Group Sale #: 21-66-843
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, 19 CFR Customs Duties 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 owner(s) of the property subject to the bidding violations for the building as a whole that may apply (including but not limited to fines and penalties). The Government and its agents may make no warranties or guarantees whatsoever written, oral, oral, implied as to quality, condition, or habitatibility. 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.

REAL PROPERTY DESCRIPTION: The bidder understands and agrees that the property is offered, purchased, and accepted by the buyer as is and with all faults and without any representation or warranty, expressed or implied, as to quality, condition, or habitatibility. 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.

OFFERING OF PROPERTY FOR AUCTION/SUBMISSION OF BIDS: The placement of a successful bid at a Department of the Treasury online auction establishes a legally binding contract between the successful bidder and the Government and is subject to final acceptance by the Government. Once the successful high bid is established a final written sales contract will be prepared to contain all the individual information of the high bidder along with the high bid amount. A contract will be established with the recognized back-up bidder for execution.

At the conclusion of bidding, an e-mail will be sent to the successful high and backup bidder confirming the bid amount. The successful high and backup bidder will be required to make a deposit in support of the bid amount. By bidding, the bidder certifies that he/she has the financial ability to make the stated deposit. The deposit will be required to be made within three (3) business days of notification. The foregoing liquidated damages provision shall apply if the high bidder fails to deliver the money, Seller shall have the right to retain the full bid amount. A contract will be established with the recognized back-up bidder for execution.

If the high bidder defaults in the performance of any of the above, or if the high bidder fails to deliver the money, Seller shall have the right to retain the full bid amount. A contract will be established with the recognized back-up bidder for execution.

TECHNICAL PROBLEMS AND TRANSMISSION ISSUES: CWSAMS has made every reasonable effort to facilitate online bidding. However, it is possible that technical problems and transmission issues may arise and affect the CWSAMS website, bidding system and/or computer or server or your computer, personal device or software which is beyond the control of CWSAMS. By bidding online Bidder acknowledges that CWSAMS is not responsible for technical problems or transmission issues associated with a bid and that, in the event technical problems interfere with or prevent a bid, it may be necessary to withdraw items from bidding due to technical errors or uncontrollable circumstances. Further, in the event of the occurrence of a technical problem during any bid in any auction, CWSAMS in its sole discretion reserves the right to declare an item sold, postpone or cancel the auction, extend the bidding time for this auction and/or close the property for auction at another date and time. The decision of CWSAMS on this matter shall be final. Bidder acknowledges that, by bidding in any auction held by CWSAMS, Bidder accepts the terms and conditions of this Disclaimer.

AUCTION END & BID APPROVALS: When the auction closes, the page will display either SOLD OR ENDED. SOLD indicates the reserve (if there is a reserve) was met and establishes the high bid. Successful bidders will be notified via email of their status as the winning bidder and will be bound by the payment terms as found in the "Offering of Property for Auction and Submission of Bids" paragraph. ENDED indicates the final bid did not meet the reserve. In this case, CWS will provide the high bid to the Government for consideration. If the Government accepts the high bid, the bidder will be notified.

CONSIDERATION OF BIDS: The Government reserves the right to reject any and 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. Bidders are strongly recommended to investigate and secure financing arrangements, if required, prior to bidding on a public offering. Failure to obtain financing during the closing process does not relieve the buyer of his/her legal responsibility for payment and obligations for completion of the contract. Failure to comply with all provisions of the sales contract regarding closing may result in termination of the contract because of buyer’s default and may result in the forfeiture of any earnest/delivery/deposit funds.

CLOSING: Closing will be held within 45 calendar days of the date the Government signs the sales contract accepting the Buyer’s offer. Closing may be completed with mutual agreement of Buyer and Seller. Only the Seller may, at its discretion, extend closing beyond 45 calendar days. Closing costs including, without limitation, transfer taxes, documents 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 that case, the Buyer assumes title insurance, if the Government accepts the high bid, the bidder will be notified.

GOVERNMENT DEED: Clear Title will be transferred via a Government deed and all encumbrances will be paid by the Government. Title Insurance is available at Buyer’s expense.

DEFALTUALS: 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 to the property will remain with the Government and will be forfeited to the Government in compliance with the above statutes or policy.

PROPERTY OFFERED FOR SALE BY IRS-CL, HLS, or SECRET SERVICE: In accordance with 18 U.S. Code Section 1993(f) and 25 U.S. Code Section 850(h) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury, Customs and Border Protection, 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 http://www.treasury.gov/auctions/treasury. If you do not have Internet access, or have further questions, you may call our Public Auction Line at (202) 786-7373 or fax inquiries to (571) 522-4153.