Online Auction Date:
Thursday, July 30, 2020
10:00 am - 1:00 pm PT (1-4pm ET)

Inspections By Appointment Only:
Sunday, July 19 and Saturday, July 25
By appointment only. Visit cwsmarketing.com for online scheduling of appointment and full list of COVID-19 requirements. Visitors must follow COVID-19 guidelines.

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.

For more details visit the Treasury website at: www.treasury.gov/auctions/treasury/rp and click on upcoming auctions. If all your questions are not answered using our website, please call the Public Auction Line at (703) 273-7373.

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

Property Description: 2,861 ± sq. ft. home with 3 bedrooms, 3 baths, kitchen, dining room, living room, family room, fireplace, and attached 2-car garage. The property has a covered patio and 660 ± sq. ft. unfinished basement. Note: Home was seized during renovations and property will be sold as is. Bonsall is 12 miles from Camp Pendleton and Oceanside, CA. Inspection is by appointment only. Visit cwsmarketing.com for online scheduling of appointment and the 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: 2,861 ± sq. ft.
Site Area: 13,068 ± sq. ft.
Year Built: 1977
Parcel No: 126-350-17-00
Utilities: Electricity, Gas, Water, Sewer
Zoning: RS/Single Family Residential
County: San Diego
2019 County Taxes: $5,619.74 ±
GENERAL INFORMATION: The placement of a successful bid at a U.S. Department of the Treasury online auction establishes a legally binding con- tract between the successful bidder and the Government. An e-mail notice sent to the high bidder establishes the contract, which is subject to final accept- ance by the Government. This contract is bound by these Terms and Con- ditions, any Special Terms and Conditions published by the Contractor for the specific auction, 19 CFRs Customs Duties Part 162 and all other federal reg- ulations governing contracts for the purchase of Government property, which may be found at http://acq.access.gsa.gov. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

ELIGIBILITY OF BIDDER: 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 in (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 con- tracts by any Federal agency in accordance with 41 CFR 10145.6, or (f) the party of the interest, from whom the property was seized.

The Contractor’s subcontractor may not act as an agent for a third party in pur- chasing 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 cred- it 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 verifica- tion. Bidders will need to accept the Terms & Conditions in order to establish an account.

DEPOSIT: A $25,000 bid deposit is required to bid 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 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 and deposit should be mailed to: CWS Marketing Group, 7998 Donegan Drive, Manassas VA, 20109, attn: E. Connolly. The deposit is due no later than 5:00 p.m. EST on July 29, 2020.

The successful bidder’s deposit will be retained 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 pub- lished on the U.S. Department of the Treasury auction website: (1) the reg- istered bidder’s name, (2) the property’s address, and (3) the purchase price of the property. Electronic Freedom of Information Act Amendments of 1996 (S.U.S.522 (2000).

BACK-UP BIDDER: The back-up bidder’s deposit will be mailed after receiving government approval of the high bidder, the total deposit from the high bidder, and the return of the completed back-up bidder contract. 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 bid contract. The back-up bidder is obligated to transmit money as stated above within three (3) business days of notification. The foregoing liquida- tion 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 will be allowed. Personal checks are not an acceptable form of payment. All other expenses, potential bidders may have property inspectors examine the property during regularly scheduled open houses.

LEAD-BASED PAINT: (for properties built before 1978) Disclosure of Lead-Based Paint and Lead-Based Paint Hazards and the EPA pamphlet “Protect Your Family From Lead in Your Home” may be obtained by calling 1-800-424-LEAD or visiting http://www.epa.gov/lead. Buyer acknowl- edges responsibility for all costs associated with the abatement and remedia- tion of any disclosed or potential hazards associated with the property.

ORAL STATEMENTS AND MODIFICATIONS: Changes may be made on the day of the sale to the property status or description. If the auctioneer makes such changes take precedence over previous auction site information pertinent to that property, but do not alter in any way the basic Terms and Conditions of sale. Further, no interpretation of any provision of the sales contract, including applicable performance requirements, shall be binding on the Government unless furnished to and agreed upon, in writing, by the Contracting Officer or his/her designated representative.

REAL PROPERTY DESCRIPTIONS: The bidder understands and agrees that the property is offered, purchased, and accepted, and the buyer AS IS WITH ALL TITLE. The buyer shall bear all costs associated with the property. If there are any other parties in occupancy of the property, the bidder will receive an account.

OFFERING OF PROPERTY FOR AUCTION/SUBMISSION OF BIDS: The placement of a successful bid at a Department of the Treasury online auc- tion 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 pre- pared to include 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 bid- der must acknowledge receipt of notice and supply information requested to validate the bid acceptance within 24 hours of the time the notice was sent. This acknowledgement confirms the price offered by the bidder and is subject to final acceptance by the Government. A contract document will be sent to the suc- cessful high and backup bidder for signature. The contract must be returned to CWS within 24 hours of receipt. At this time the contract will be presented to the Government and is subject to their final acceptance. The Government may with- draw the property at any time before the sales contract is accepted. 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 recover other deposits or payments made by the high bidder as liquidated damages.

The successful bidder’s deposit(s) will be retained as 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, is legally bound to pay for property awarded to him/her in accordance with the suc- cessful bid. Payment of the full purchase price must be made within the time specified on the auction site.

PLACEING A MAXIMUM BID: Please be aware that all bids placed are maxi- mum bids. The website will enter the next bid increment and enter your bid as a maximum bid. The website will bid on your behalf up to your set maximum bid by the preset bid increment. Example: The current bid is $1000 and the bid- der enters a maximum bid of $5000 with a bid increment of $1000. The system will check if the bid is $2500 ($1000) until the bidder’s “Maximum Bid” is exceeded. If the maximum bid is exceeded, the bidder will be notified by email or text (mobile devices) they’ve been outbid. Bidders may increase the bid but not lower it. In the case of a tie, precedence is given to the earliest bidder.

AUCTION SOFT CLOSE: All auctions end with a “Soft Close” A “Soft Close” means if any bid is placed within the last 3 minutes of the close of the auction, the bid will automatically extend the closing time an additional 3 minutes. This feature protects bidders from being outbid without the opportunity to be noti- fied and place another bid before the close of the auction.

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, person- al 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 with- draw items from bidding due to technical errors or uncontrollable circum- stances. 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 disregard the bid, close the sale, require the successful bidder to pay any outstanding 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.

DEFUALTS: 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 US Code 1961(f) and 21 US Code 835(b)(6) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury Policy, forfeited (real property) shall be sold to the defendant or person(s) acting as his/her agent. A real property sale contract may be cancelled by the Government in compliance with the above statutes or policy.

ADDITIONAL INFORMATION: For additional information, please visit our web- site at www.treasury.gov/auctions/measuring/ or if you do not have Internet access or have further questions, you may call our Public Auction Line at (703) 373-7037 or fax inquiries to (571) 374-4133.

TERMS OF SALE FOR BONSA LL, CA / Sale #20-66-157