Auction Date:  
Tuesday, September 25, 2018

Auction Time:  
11:00 am

Registration Time:  
10:30 am

Auction Location:  
Held at the property

Inspection Dates & Times:  
Sunday, September 16 and 23,  
1:00-4:00 pm

Deposit:  
$10,000 cashier’s check 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.  
2,883 ± sq. ft. 2-level home with 4 bedrooms, 3.5 baths, kitchen with breakfast area, living room with fireplace, dining room, laundry, 2nd floor loft, covered deck and patio, and attached 2-car garage. The home has a 1,658 ± sq. ft. unfinished walk-out basement and is located on a 0.77 ± acre lot in the Hastings Point subdivision.  
Note: Property sold with a Special Warranty Deed, Indemnification Agreement, and Exception to the Policy (the exhibit can be viewed online).

Property Details:  
Living Space: 2,883 ± sq. ft.  
Site Area: 0.77 ± acre  
Parcel No: R14502-01-15  
County: Richland  
HOA Dues: $300 a year  
Utilities: Electricity, Gas, Water, Sewer  
Zoning: RU/Rural District  
Year Built: 2013  
2016 Taxes: $2,229.00 ±
GENERAL INFORMATION:
The placement of a successful bid at a U.S. Department of the Treasury auction establishes a legally binding contract between the successful bidder and the Government. The auctioneer’s announcement of the high bid amount and the bidder’s number 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 real property, which may be found at http://www.acquisition.gov/lfs. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

CWS, the Contractor, is acting as the agent of the Government with respect to the sale of Government real property at these auctions. The Contractor may videotape the auction and record phone bidding to assist in any future contract resolution actions.

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 in (b); above; (d) the bidder or his/her bidder number. 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) who is not lawfully debared or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101-45.6; or (f) the party, or agent of the party, from whom the property was seized.

In the event a person is bidding on behalf of another party, an original notarized Power of Attorney must be presented at the time of registration. Power of Attorney must include the buying party’s social security number and his/her agreement to be bound thereunder. 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 OF BIDDERS:
Persons wishing to participate in the bidding process of the sale are required to obtain, fill out, and deliver a bidder registration card during the registration process for each sale.

In the event a person is bidding on behalf of another party, an original notarized Power of Attorney must be presented at the time of registration. Power of Attorney must include the buying party’s social security number.

If you are planning to bid in the name of a corporation, business, or LLC, you must have the appropriate official documentation to show proof of eligibility to bid on behalf of that corporation, business, or LLC.

An individual’s signature on the bidder registration card is an acknowledgment of his/her full and complete understanding of all Terms and Conditions and his/her agreement to be bound thereby. Therefore, bidders are cautioned to carefully read all applicable Terms and Conditions contained in this document and the sales flyer/brochure before signing the bidder registration card. Bidders must present a photo ID and evidence of earned money deposit in the amount of $10,000 in the form of cashier’s or certified check made payable to CWS Marketing Group, Inc as a prerequisite of registration. Personal or business checks, money orders, cash, bank letters, or letters of credit WILL NOT be accepted. CWS checks made payable to the bidder’s name CANNOT be accepted.

Each registered bidder will be issued a bidder number upon completion of the registration process. Each bidder is solely responsible for the use of his/her bidder number and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder.

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

EARNED MONEY DEPOSIT:
Immediately after the bidding is completed the high bidder and second high bidder (Back-Up Bidder) will be required to make a $10,000 earned money deposit in the form of a cashier’s/certi-

fied check made payable to CWS. A real estate contract will be executed at this time by the high bidder and back-up bidder. The terms of the real estate contract supersede the Terms of Sale.

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 earnest 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’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. CWS checks made payable to the bidder’s name CANNOT be accepted.

BACK-UP BIDDER:
The back-up bidder’s earnest money deposit will be returned by certified mail or overnight delivery service within three (3) business days after receiving total earnest money deposit from the high bidder. In the event earnest 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 earnest 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 the 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.

LEAD-BASED PAINT: (for properties built before 1978):
Disclosure of Information on 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 acknowledges responsibility for all costs associated with the abatement and remediation 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 sta-
tion in the form of a cashier’s/certified check made payable to CWS Marketing Group, Inc as a prerequisite of registration. Personal or business checks, money orders, cash, bank letters, or letters of credit WILL NOT be accepted. CWS checks made payable to the bidder’s name CANNOT be accepted.

Each registered bidder will be issued a bidder number upon complete-

ness and acceptance of the buyer’s offer. The successful bidder, after the lots have been assigned, will be conditionally established with the recognized back-up bidder. The contract is executed at this time by the high bidder and back-up bidder. The Government signs the sales contract accepting the Buyer’s offer. Closing will be held within 30 calendar days of the date the Buyer desires title insurance, it will be at the Buyer’s expense.

SPECIAL WARRANTY DEED:
Insurable title will be conveyed via a Special Warranty deed with Indemnification Agreement and Exception to the Policy. Liens and other encumbrances will be paid by the Government. Title insurance is available at Buyer’s expense. See Exhibit E for more information.

DEFaults:
Failure to make required deposit or final payments and/or comply with the time frames specified in the sales flyer/brochure shall be deemed default of the high bidder and may result in cancellation of the contract and forfeiture of any rights, title, and interest. 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.

OFFERING OF PROPERTY FOR AUCTION AND SUBMISSION OF BIDS:
The Government reserves the right to review the video and audio tape of the auction for clarification or to re-offer the property in question.

WRITTEN BIDS:
Written bids may be submitted in person, by registered mail, or by overnight delivery service if the bidder is unable to attend the auc-
tion. Written bids must be delivered to the Contractor in person or by cashier’s/certified check only, must accompany your written bid. The cashier’s check deposit must be made payable to: CWS Marketing Group, Inc.

Unsuccessful written bidders’ deposits will be sent to the bidders by certified mail or overnight delivery service within five (5) business days after the sale.

CONSIDERATION OF BIDS:
The Government reserves the right to reject any all, and bids, to waive any technical defects in bids. Property is sold with a mini-
ummum reserve price unless the property is, in explicit terms, offered without reserve. In the event a minimum reserve price has not been 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 attendance at a public offering.

Failure to obtain financing during the closing process does not relieve the buyer of his/her legal responsibility and obligation 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/deposit funds.

CLOSING:
Closing will be held within 30 calendar days of the date the Government signs the sales contract accepting the Buyer’s offer. Failure may be held sooner, with mutual agreement of Buyer and Seller. Only the Seller may, at its discretion, exceed closing beyond 30 calendar days. Closing costs including, without limitation, trans-
fer taxes, documentary stamps, recording fees, and escrow fees including the escrow agent’s attorney’s fees and closing costs shall be paid by the Buyer and Seller in accordance with the cus-
toms of the county in which the property is located. In the event Buyer desires title insurance, it will be at the Buyer’s expense.

TERMS OF SALE FOR COLUMBIA, SC / Sale #18-66-861