**Auction Date:**
Wednesday, November 14, 2018

**Auction Time:**
11:00 am

**Registration Time:**
10:30 am

**Auction Location:**
Held at the property

**Inspection Dates & Times:**
Monday, November 5 and 12
1:00 - 4:00 pm

**Deposit:**
$25,000 cashier’s check made payable to CWS Marketing Group

Cashier’s checks made payable to bidder’s name CANNOT be accepted

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**Property Description:** Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS. 6 Building apartment complex for auction! Located at the intersection of Broaddus Avenue and Pollard Street, this 14-unit complex has 2 bedroom and 1 bedroom apartments, 4 garages, 2 laundry areas, a courtyard, and much more! **Note:** Most of the units are currently leased and the leases can be viewed online.

**Property Details:**
- **Living Space:** 9,178 ± sq. ft.
- **Site Area:** 27,000 ± sq. ft.
- **Parcel Nos:** 134922 & 212510
- **County:** El Paso
- **Utilities:** Electricity, Gas, Water, Sewer
- **Zoning:** QSCA
- **Year Built:** 1954
- **2017/18 Taxes:** $13,418.13 ±
TERMS OF SALE FOR EL PASO, TX / Sale #19-66-829

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 property, which may be found at http://www.acquisition.gov/tax. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

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.

If a legal misrepresentation is determined before the final closing on the property, the Government reserves the right to cancel the contract because of buyer’s default and may result in the forfeiture of any earnest/deposit funds.

Written bids for the property must be received no later than November 13, 2018 at the following address: CWS, U.S. Department of the Treasury, Seized Real Property Support, CWS, 10611 Balls Ford Road, Suite 140, Manassas VA, 20109, Attn: Real Property Sales.

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Each registered bidder is 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)).

The bidder understands and agrees that the property is offered, sold, and awarded on an “as-is” and “where-is” basis. The Government makes no warranties or representations of any kind, expressed or implied, as to the quality, condition, or habitability.

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 or all bids, and to waive any technical defects in bids. Property is sold with a minimum deposit, and cashiers 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 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.

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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. Only the Seller may, at its discretion, exceed closing beyond 30 calendar days. Closing costs including, without limitation, transfer taxes, documentary 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 the Buyer desires title insurance, it will be at the Buyer’s expense.

SPECIAL WARRANTY DEED:

Surable title will be conveyed via a Special Warranty 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 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 in the property. 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 IRS-CI, ICE AND SECRET SERVICE:

In accordance with 18 USC Section 1963(f) and 21 USC Section 853(b) 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:

Visit our website at www.treasury.gov/auctions/treasury.cfm. If you do not have Internet access, or have further questions, you may also call our Public Auction Line at (703) 273-7173 or fax to (571) 921-4573.