Online Auction Date:
Thursday, December 17, 2020
10:00 am - 1:00 pm AST (9am-12pm ET)

Inspections By Appointment Only:
Saturday, Dec. 5 and Friday, Dec. 11
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: $5,000 cashier’s check made payable to CWS Marketing Group
Cashier’s checks made payable to bidder’s name CANNOT be accepted

Starting Bid: $20,000

112 Parcelas Nuevas Bo Beatriz, Cayey, Puerto Rico 00736

Property Description: Multi-family home in the Beatriz Ward. The main 2-level home is 2,638 ± sq. ft. with 6 bedrooms, 2.5 baths, kitchen, dining room, living room, family room, balcony, and attached 1-car garage. The unit below street level is 719 ± sq. ft. and includes 2 bedrooms, 1 bath, kitchen, living area, laundry, and attached 2-car garage. Inspection is by appointment only. 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: 3,357 ± sq. ft. total
Site Area: 500 ± sq. meters
County: Barranquitas
CRIM No: 276-085-636-03-000
Utilities: Electricity, Water, Sewer
Zoning: R-1/Residential
2018 Estimated Taxes: $1,976.45 ±
Year Built: 2008

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

CWS Marketing Group Sale #: 21-66-129
TERMS OF SALE FOR ONLINE AUCTION - CAYEY, PR / Sale #21-66-129

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 an employee in (b), (d) a contractor, subcontractor or vendor, or a tenant 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 6.36; or (f) the party, or agent of the party(s), from whom the property was seized.

The Contractor’s subcontractor may not act as a 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 (CVV). U.S. Treasury auctions do not accept credit cards as a form of payment for deposits. The credit card will be charged $5.00 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 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 and deposit should be mailed to: CWS Marketing Group, 9998 Donegan Drive, Manassas VA, 20109, attn: E. Connolly. The deposit is due no later than 5:00 p.m. EST on December 16, 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 mailed out 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 bidder’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 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 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 will 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.

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 status or description on the auction site. 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 DESCRIPTION: The bidder understands and agrees that the property is offered, purchased, and accepted by the Buyer AS IS AND WITH ALL LIENS AND OTHER ENCUMBRANCES AND MONEYS OWING TO such property, whether in law or in equity, whether or not due and whether now due or to become due, and whether now or at any time before the date of the sale. Such property is sold subject to the existence of all encumbrances, including, but not limited to, any liens, mortgages, personal rights, easements, utility rights-of-way, restrictive covenants, covenants, conditions, and agreements, and all other charges against, or encumbrances on, the property. The successful bidder’s deposit will be retained as the initial payment for the property sold hereunder; (c) an agent or immediate member of the household of the party, the following information regarding the transaction shall be published on the government 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 and refuse 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 presented to the Government and is subject to their final acceptance. The successful bidder’s deposit will be retained as 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(s) will be required to present proofs of identity 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 successful 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 withdraw 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 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. Cashier’s checks payable to the bidder’s name CANNOT be accepted. Cashier’s checks may be 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 successful bidder’s deposit. Payment of the full purchase price must be made within the time specified on the auction site.

PLACING A MAXIMUM BID: Please be aware that all bids placed are maximum 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 $7000 and the bid deposit is $2000 with a bid increment of $500. The website will bid on your behalf up to your set maximum bid ($7000) 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 bid.

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 notified 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 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 bids from bidding due to technical errors or uncontrollable circumstances. 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 45 calendar days of the date the Government signs the sales contract accepting the Buyer’s offer. Closing may be performed with mutual agreement of Buyer and Seller. Only the Seller may, at its discretion, exceed closing beyond 45 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 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.

DEFICIENCIES: 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 be sold in the next auction held at CWSAMS. Failure to complete the closing process may result in the forfeiture of any earnest/deposit funds.

PROPERTY OFFERED FOR SALE BY IRS-CI, HSI, OR SECRET SERVICE: In accordance with 18 USC Section 1961(2) and 21 USC Section 859(g) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury Money Laundering and Anti-Money Laundering 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/np. If you do not have Internet access, or have further questions, you may call our Public Auction Line at (703) 273-7373 or fax inquiries to (571) 941-4363.