Auction Date:
Tuesday, October 8, 2019

Auction Time:
11:00 am

Registration Time:
10:30 am

Auction Location:
Held at the property

Inspection Dates & Times:
Sunday, September 29 and October 6
1:00 - 4:00 pm

Deposit:
$10,000 cashier’s check made payable to CWS Marketing Group

Property Description:
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). 1,472 ± sq. ft. condo unit on the lower level with 3 bedrooms, 2 baths, kitchen, living room with fireplace, dining room, laundry, covered patio with lake view, and 2 assigned parking spaces. The unit is located in the Paradise Pointe Resort Condominiums located along Table Rock Lake. The resort has direct lake access, boat dock, inground pool, tennis, fitness center, game room, playground, and more.

Property Details:
Living Space: 1,472 ± sq. ft.
County: Taney
Parcel No: 19-1-0-02-003-001-004-101
HOA Dues: $307.66 per month
Utilities: Electricity, Gas, Water, Sewer
Zoning: Residential Multi-Family
2018 Taxes: $2,815.18 ±
Year Built: 2007

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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/credentialed check, payable to CWS Marketing Group, Inc or by bank 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. Cashier’s 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 foregone 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 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.

**LEASE-BASED PAINT:**

For properties built before 1978:

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazard: 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 descriptions in the sales flyer/brochure. These changes take precedence over previous sales flyers/brochure 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, otherwise placed on the Government unless furnished to and agreed upon, in writing, by the Contracting Officer or his/hers designee representative.

**REAL PROPERTY DESCRIPTIONS:**

The bidder understands and agrees that the 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). The Government and its agent make no warranties, express or implied, that the property is fit for human occupancy, living, written, oral, or implied to as quality, condition, or habitability.

All information contained in the sales flyer 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 representation 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 AND SUBMISSION OF BIDS:**

Once the Government accepts a bid, a final written sales contract will be prepared to include the individual information of the high bidder along with the accepted bid amount. A contract may also be conditionally established with the recognized back-up bidder for execution if the high bidder defaults for any reason or is rejected by the Government.

In the event of a dispute as to final bid amount, 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 auction. The appropriate deposit per property by casher’s/credentialed check only, must accompany your written bid. The casher’s check deposit must be made payable to: CWS Marketing Group, Inc.

Written bids for the property must be received no later than October 7, 2019 at the following new address as of July 1, 2019: CWS Marketing Group, 7998 Donegan Drive, Manassas VA, 20109, Attn: Real Property Sales.

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 reserve price. The minimum reserve price will be bid by the Buyer and Seller 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 as required. The Government does not provide financing for the purchase of any property offered under these terms and conditions. Potential buyers 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. Closing may be held sooner, with mutual agreement of Buyer and Seller. Only the Seller may, at its discretion, extend 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 Buyer desires title insurance, it will be at the Buyer’s expense.

**GOVERNMENT DEED:**

Clear title will be conveyed via a Government deed. Liens and other encumbrances will be paid by the Government. Title insurance is available at Buyer’s expense.

**DEFECTS:**

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, forfeiture of any rights, title, and interest that 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 1961(j) and 21 USC Section 843(h) 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/sp. If you do not have Internet access, or have further questions, you may also call our Public Auction Line at (703) 273-7273 or fax to (571) 921-4531.