Auction Date: Tuesday, September 16, 2014

Auction Time: 12 noon

Registration Time: 11:30am

Auction Location: Held at the property site

Inspection Dates & Times: Sunday, September 7 and 14 1:00 - 4:00pm

Deposit: $50,000 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 our website at: www.treas.gov/auctions/treasury/rp and click on upcoming auctions. If all your questions are not answered using our website, or you do not have internet access, please call the Public Auction Line at (703) 273-7373.

579 Illinois Avenue, Green Lake, Wisconsin 54941

Property Description:
Lakefront home with 2 finished levels and detached 3-car garage located along the banks of Green Lake. The main floor has 2 bedrooms, 2 baths, kitchen, 2-way fireplace between the living room and dining room, great room with wood burning stove, sunroom, laundry room, and raised deck. The 1,132 ± sq. ft. walk-out basement includes 2 bedrooms, 1 bath, family room, and screened patio. The cedar-sided home has a circular drive and sits on a 1.3 ± acre lot.

Property Details:
- Living Space: 2,546 ± sq. ft.
- Site Area: 1.03 ± acre
- Parcel No: 231-00202-0100
- Year Built: 1980
- Utilities: Electricity, Propane, Water, Sewer
- Zoning: R/Residential Single Family District
- 2013 Taxes: $17,311.67 ±
- County: Green Lake

Special Condition:
Buyer will be given a credit by seller for 2014 property taxes not yet assessed based on the 2013 taxes (pro-rated to the date of closing) Any additional amounts due are the sole responsibility of the buyer.
GENERAL INFORMATION:
TLC, you must post a $50,000 earnest money deposit 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. The 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.amer.gov/far/. 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 bid-ding 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 Treasury prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate mem- ber 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 contracts by any Federal agency in accordance with 41 CFR 101-46.5; or (f) the party, or agent of the party(s), from whom the property was seized.

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 there- by. 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 earnest money deposit in the amount of $50,000 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. Cashier’s checks made payable to the bidder’s name CANNOT be accepted.

Each registered bidder will be issued a bidder number upon comple- tion 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 bound to the registering bidder.

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

EARNEST MONEY DEPOSIT:
Immediately after the bidding is completed the high bidder and second high bidder (Back-Up Bidder) will be required to make a $50,000 earnest 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 let- ters 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 retained by cashier’s/certified check, payable to CWS Marketing Group, Inc for inspection at the times specified by the Contractor. Absolutely no access to property is allowed without prior Contractor authori- zation. 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 responsi- bility 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- tus or descriptions in the sales flyer/brochure. These changes take precedence over previous sales flyer/brochure documentation 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 require- ments, shall be binding on the Government unless furnished to and agreed upon, in writing, by the Contracting Officer or his/her des- ignated representative.

REAL PROPERTY DESCRIPTIONS:
The bidder understands and agrees that the property is offered, purchased, and accepted by the buyer “AS IS” and “WITH ALL FAULTS.” The Government and its agent make no warranties or guarantees whatsoever whether written, oral, or implied as to quality, condition, or durability.

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 informa- tion, 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 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 reject- ed 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 auc- tion 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. The appropriate deposit per property 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.

Written bids for the property must be received no later than September 15, 2014, at the following address: CWS, U.S. Department of the Treasury, Seized Real Property Support, CWS, 10601 Falls Ford Road, Suite 140, 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) busi- ness 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 min- imum number of days, and any legal requirement for buyer’s demo- nstrating his/her bidder number at the time of registration. Power of Attorney must include the buying party’s social security number.

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