SEIZED AND FORFEITED REAL PROPERTY
ONLINE AUCTION

2405 W. 114th Street, Leawood, Kansas 66211

Property Description: 4,556 ± sq. ft. estate home with 4 bedrooms, 4.2 baths, kitchen with breakfast area, great room, hearth room, office, 2 fireplaces, terrace, 2nd floor loft and balconies, and attached 4-car garage. The 4,267 ± sq. ft. walk-out basement includes an additional 1.1 baths, media room, office, exercise room, game room with wet bar, covered patio, storage, and additional 4-car garage. The home is located in the Hallbrook neighborhood with golf course views. Inspection is by appointment only. Please 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: 4,556 ± sq. ft.
- Site Area: 42,146 ± sq. ft.
- Year Built: 2003
- 2020 Johnson County Taxes: $27,598.33 ±

Utilities: Electricity, Gas, Water, Sewer
Zoning: RP-1/Planned Single Family Residential
Parcel No: R46443
HOA Dues: $3,050 per year

Deposit Amount: $100,000
Cashier’s check made payable to CWS Marketing Group OR request wiring instructions at realproperty@cwsams.com

Starting Bid: $420,000

For more details visit the Treasury website at: www.treasury.gov/auctions/treasury/rp and click on upcoming auctions or call the Public Auction Line at (703) 273-7373.

Subscribe for free email notifications of upcoming auctions at: cwsmarketing.com
**TERMS OF SALE FOR ONLINE AUCTION - LEAWOOD, KS / Sale #22-66-811**

**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 the employee (in 1), (above), (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) previously debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101.61 or (f) the party, or agent of the party, 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 in 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. U.S. Treasury auctions do not accept credit cards as a form of payment for deposits. The credit card will be charged $1.00 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 $100,000 bid deposit is required to bid. 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 or wire the deposit and email the Bid Deposit Form. Once the deposit is received, the bidder will be sent an email notification confirming they are approved to bid. If they are approved, they can access the CWS Auctions App, you will also receive an approval text alert on your mobile device.

**WIRING DEPOSIT:** Request wiring instructions at realproperty@cwsams.com. Deposits made by bank wire must include bidders name in the reference line. Email completed Bid Deposit Form to realproperty@cwsams.com. The deposit is due no later than 5:00 p.m. ET on April 19, 2022.

**MAILING DEPOSIT:** If mailing in a deposit, it must be in the form of a cashier’s check and made payable to CWS Marketing Group, Inc. The completed Bid Deposit Form and made payable to CWS Marketing Group, Inc., 7998 Dierks Drive, Manassas, VA 20109, attn: E. Connolly. The deposit is due no later than 5:00 p.m. EST on April 20, 2022.

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 and unsuccessful wires will be sent to the originating bank account within 5 business days.

The registrant agrees that, should the registrant be the successful bidder of a property, the information regarding the transaction shall be published on the U.S. Department of the Treasury auction website: (1) the registrant’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) apply.

**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 unpaid deposits 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.

**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.

**REAL PROPERTY DESCRIPTION:** The bidder understands and agrees that the property is offered, purchased, and accepted by the buyer AS IS. Bidder must have an approved credit card in order to bid. Credit card will be charged $1.00 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.

**ORAL STATEMENTS AND MODIFICATIONS:** Changes may be made on the day of the sale to the property status or descriptions on the auction site. These 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. The Government reserves the right to cancel the sale and refund any earnest money deposited.

**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 prepared to include the individual information of the high bidder along with the high bid amount. A contract will be established with 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 must acknowledge receipt of notice 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 final acceptance. The Government may withdraw the property at any time before the sales contract is accepted. 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. The Government reserves the right to reject any and all bids, and to waive any technical defects in bids. Property is sold with a minimum reserve price unless the property is, in explicit terms, offered 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.

The successful high bid will be held for 45 calendar days from 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 request 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 terms of the purchase agreement. The Government does not provide financing for the property. The Government reserves the right to reject any and all bids, and to waive any technical defects in bids. Property is sold with a minimum reserve price, unless otherwise specified.

**DEFAULTS:** Failure to make required deposit or final payments and/or comply with the terms, conditions, and 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 forfeited to the government in the event the Buyer defaults for failure to make the required deposit, the Buyer shall be liable to the Government for liquidated damages in an amount to be determined by the Government.

**PROPERTY OFFERED FOR SALE BY IRS-CI, HSI, OR SECRET SERVICE:** In accordance with 18 USC Section 1091 & 21 USC Section 831(b)(1) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury Policy, forfeited real property will not be sold to the highest bidder at public auction. The property may be sold to a government agent for the purposes of 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.acquisition.gov/auctions/semi/ny. 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) 914-4513.