Auction Date:
Thursday, March 31, 2016

Auction Time:
12:00 noon

Registration Time:
11:00 am

Auction Location:
Held at the property site

Inspection Dates & Times:
Sunday, March 20 and Tuesday, March 29, 1:00 - 4:00 pm

Deposit:
$5,000 cashier’s check made payable to CWS Marketing Group

5531 Linda Vista Lane, Charlotte, North Carolina 28216

Property Description:
Two level 2,021 ± sq. ft. home with 3 bedrooms, 2.5 baths, kitchen, living room with fireplace, dining room, family room with wet bar, laundry room, wood deck, and attached 2-car garage. The property is located on a 0.74 ± acre lot in the established neighborhood of Linda Vista Place.

Special Condition: The security system does not convey.

Property Details:
Living Space: 2,021 ± sq. ft.
Site Area: 0.74 ± acre
Parcel No: 03732131
Year Built: 2001

Utilities: Electricity, Gas, Water, Sewer
Zoning: R4/Residential Single Family
2014 Taxes: $2,240.35 ±
County: Mecklenburg

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.
TERMS OF SALE FOR CHARLOTTE, NC / Sale #16-66-856

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/1st. 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 bidding 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 Government prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the above 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 declared ineligible under the authority of the Secretary of Commerce, or (f) presently debarred or declared ineligible for contract award by the Government. Therefore, bidders are cautioned to carefully read all applicable regulations and terms of these Terms and Conditions. Bidders are strongly recommended to investigate and secure financing arrangements, if required, prior to attendance at a public offering.

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 thereunder. 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 $5,000 in the form of a cashier’s or certified check made payable to CWS Marketing Group, Inc as a prerequisite of registration. Power or personal checks, bank letters, or letters of credit CANNOT 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 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; (4) Earnest Money Deposit made payable to CWS.

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 cashier’s/certified check only, must accompany your written bid. The cashier’s check deposit must be made payable to: CWS Marketing Group, Inc.

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 of 10% of the contract price, and is subject to a final acceptance by the Government, 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 arrangements as required. The Government does not provide financing for the purchase of any property offered under these Terms and Conditions. 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, 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.

DEED:

Clear title will be conveyed as ordered by the United States District Court, Central District of California. Liens and other encumbrances will be paid from the funds provided by the buyer as part of the closing. Title insurance is available at Buyer’s expense.

DEFUALTS:

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 the Buyer may have acquired. In that case, title of the property will remain with the Government and will 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/rep. If you do not have Internet access, or have further questions, you may also call our Public Auction Line at (703) 725-7171 or fax to (571) 921-4153.