Online Auction Date:
Thursday, June 10, 2021
10:00 am - 1:00 pm ET

Inspections:
View during daylight hours
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: $250 cashier’s check made payable to CWS Marketing Group
Cashier’s checks made payable to bidder’s name CANNOT be accepted

Starting Bid: $1,000

Lockhart Hwy SC Hwy 49, Union, South Carolina 29379
(also known as 104 Smith Drive)

Property Description: 2.93 ± acres of vacant land located between 3227 and 3307 Lockhart Hwy (AKA 104 Smith Drive) in Union County. Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS including any building violations as a whole that may apply (including but not limited to fines and penalties).

Property Details:
Utilities: Electricity available
Site Area: 2.93 ± acres
Parcel No: 066-00-00-064
2018 County Taxes: $140.24 ±
County: Union
Zoning: None

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

CWS Marketing Group Sale #: 21-66-702
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. A U.S. Department of the Treasury online auction is not subject to final acceptance by the Government unless furnished to and agreed upon, in writing, by the Contracting Officer or his/her designated representative.

ELIGIBILITY OF BIDDERS: 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: 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.). 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 $500 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 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 sent to CWS Marketing Group, 1999 Donelan Drive, Manasota, VA 20004, attn: E. Connolly. The deposit is due no later than 5:00 p.m. EST on June 9, 2021.

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 registered 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 ofLeod-Based Paint and Lead-Based Paint Hazards is the EPA pamphlet “Protect Your Family From Lead In Your Home” may be obtained by calling 1-800-434-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 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.

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 ENCUMBRANCES, and any and all Federal, State, and local governmental agencies, including any building violations for the building as a whole. The bidder waives all rights to any deposit or purchase price due to the bid being changed (including but not limited to fines and penalties). The Government and its agent make no warranties or guarantees whatsoever written, oral, or implied, as to condition, quality, or habitability. All information contained on the 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 the sale and refund the earnest deposit.

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 establish 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 emails are sent from CWS. Once the email 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 deposit, whichever is greater, to CWS by cashier’s certified check, payable to CWS Marketing Group, Inc by or bank wire transfer. Within three business days, should the high bidder fail to deliver the 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. Cashier’s checks payable to the bidder’s name CANNOT be accepted. Buyer acknowledges responsibility for all costs associated with the abatement and remediation of any disclosed or potential hazards associated with the property.

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 rescheduled with mutual agreement of Buyer and Seller. Only the Seller may, at its discretion, extend 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 the Buyer desires title insurance, it will be at the Buyer’s expense.

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. Bidders are strongly recommended to investigate and secure financing arrangements, if required, prior to bidding on 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.

DEFAULTS: Failure to make required deposit or final payments and/or comply with the terms and conditions as found in the “Offering of Property for Auction and Submission of Bids” paragraph. Failure to withdraw from the contract after the closing because of failure of the buyer to obtain financing is not a default and the buyer shall be liable to the Government for liquidated damages in the amount of that deposit.

PROPERTY OFFERED FOR SALE BY IRS-CL, HSI, OR SECRET SERVICE: In accordance with 18 U.S.C. Section 1963(f) and 21 U.S.C. Section 855(f) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury 600.9, the Government prohibits by the regulations of that agency from purchasing.This section states the Government prohibited by the regulations of that agency from purchasing any property offered under these Terms and Conditions. Bidders are strongly recommended to investigate and secure financing arrangements, if required, prior to bidding on a public offering. Any bid in any auction, CWSAMS in its sole discretion reserves the right to declare an item sold, postpone or cancel the auction, extend the closing time for this auction and/or re-list the property for auction at another date and time. The decision of CWSAMS on this matter shall be final. Buyer acknowledges that, by bidding in any auction held by CWSAMS, Buyer accepts the terms and conditions of this Disclaimer.

TERMS OF SALE FOR ONLINE AUCTION - UNION, SC / Sale #21-66-702