Auction Date: Wednesday, September 24, 2014

Auction Times: Margra Lane: 11:00am
Fairway: 2:00pm

Registration Times: Margra Lane: 10:30am
Fairway: 1:30pm

Auction Locations: Held at the property sites

Inspection Dates & Times: Sunday, September 14 and 21
1:00 - 4:00pm

Deposit: $5,000 per property
Cashier’s check made payable to CWS Marketing Group
Cashier’s checks made payable to bidder’s name CANNOT be accepted

10411 Margra Lane, Austin, Texas 78748

Property Description:
1 story Home for auction. Featuring 3 bedrooms, 2 bathrooms, a living room, a converted 1 car garage, fireplace, laminate flooring in the kitchen and family room, this quaint home will be sold occupied.

Property Details:
Living Space: 1,445 ± sq. ft.
Site Area: 0.37 ± acre
Parcel No: 04-3223-0214-0000
Utilities: Electricity, Water, Septic
Year Built: 1973
County: Travis
Lease: View online
2013 Taxes: $2,952.06 ±

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.

1019 Fairway, Kyle, Texas 78640

Property Description:
2 Story Plantation Style home for auction. Located across from the Plum Creek Golf Course, this property features 5 bedrooms, 2.1 bathrooms, an island kitchen, family room, breakfast area, a 2nd floor balcony, a deck, 2 car detached garage and much more!

Property Details:
Living Space: 2,992 ± sq. ft.
Site Area: 0.20 ± acre
Parcel No: R99825
Utilities: Electric, Gas, Water, Sewer
Year Built: 2002
County: Hays
HOA: $130.75 ± a quarter
2013 Taxes: $7,196.74 ±
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.amer.gov/tar/. 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 bids. The Contractor may videotape the auction and record phone bids to assist in any future contract resolution actions.

ELIGIBILITY OF BIDERS:
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 (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 60-4.6, or (f) the party, or agent of the party(s), from whom the property was seized.

The Contractor’s subcontractor may not act as an 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 BIDERS:
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 buyer’s 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 acknowledgement 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 earning money deposit in the amount of $5,000 per property in the form of casher’s or 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 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. Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)).

EARNST MONEY DEPOSIT:
Immediately after the bidding is completed the high bidder and second high bidder (Back-Up Bidder) will be required to make a $5,000 per property deposit in the form of a cashier’s/certified 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 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 his/her earnest 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 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:
Personal or business checks, cashier’s checks made payable to: CWS Marketing Group, Inc. 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.

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 his/her earnest money as stated above within three (3) business days of notification. The foregoing liquidated damages provision shall apply to the back-up bidder.

SPECIAL WARRANTY DEED:
The Government and its agent make no warranties or guarantees whatsoever whether written, oral, or implied as to 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 assumes that the Government signs the sales contract accepting the Buyer’s offer. 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 Buyer desires title insurance, it will be at the Buyer’s expense.

ADDITIONAL INFORMATION:
Visit our website at www.treas.gov/auctions/treasury/rp. If you do not have Internet access, or have further questions, you may also call our Public Auction Line at (703) 273-7373 or fax to (571) 921-4751.

TERMS OF SALE FOR AUSTIN & KYLE, TEXAS / Sale #14-66-961 & 836

$5,000 per property deposit