Auction Date:  
Tuesday, January 8, 2019

Auction Time:  
11:00 am

Registration Time:  
10:30 am

Auction Location:  
Held at the property

Inspection Dates & Times:  
Saturday-Sunday, January 5 and 6  
1:00 - 4:00 pm

Deposit:  
$10,000 cashier’s check made payable to CWS Marketing Group  
Cashier’s checks made payable to bidder’s name CANNOT be accepted

Property Description: Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS.  
2-Level townhouse with 4 bedrooms, 3 baths, kitchen, living room, dining area, 2nd floor laundry, lanai, and screened-in pool with patio. The home is located in The Retreat Oasis Townhouses within Champions Gate Village - a gated community with tennis complex, pools, fitness center, dining, business center, and movie theater.  
Note: There is a one time Capital Contribution Fee of $500 per HOA for a total of $1,500 required from the buyer. HOA documents can be viewed online. Short and long term rentals are allowed.

Property Details:  
Living Space: 1,866 ± sq. ft.  
Site Area: 2,160 ± sq. ft.  
County: Osceola  
Parcel No: R312527-512600011410  
2019 HOA Dues (3 combined): $342.61 a month  
Utilities: Electricity, Water, Sewer  
Zoning: PUD/Planned Unit Development  
2018 Taxes: $5,400.11 ±  
Year Built: 2016
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. 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 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.

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; (c) an individual who has not paid the required deposit, the buyer shall be liable to the Government for the full amount of the purchase price; (d) a minor or an individual under legal age or capacity; (e) an individual who has been debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 105-46.1; (f) any person is presumed to be with the consent of and contractually bound by the registered bidder.

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.

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) the name of the property; (5) the number of the property; (6) the number of the property.

MONEY DEPOSIT:

immediately after the bidding is completed the high bidder and second high bidder (Back-Up Bidder) will be required to make a $10,000 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.

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

PROPERTY OFFERED FOR SALE:

The property is offered for sale “as is” and “with all faults,” the Government does not provide any warranties or guarantees, oral or implied, as to the condition or merchantability of the property. The Government shall have the right to retain the initial money deposit and any other deposits or payments made by the high bidder as liquidated damages.

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:

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

PROPERTY OF THE GOVERNMENT:

the Government shall have the right to cancel the contract without liability.

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 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.

Written bids for the property must be received no later than January 7, 2019 at the following address: CWS, U.S. Department of the Treasury, Seized Real Property Support, CWS, 10611 Balls 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) 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 reserve price, which may be found at http://www.treasury.gov/auctions.

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 attendance at a public offering.

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 custom of the county in which the property is located. In the event Buyer desires title insurance, it will be at the Buyer’s expense.

GOVERNMENT DEED:
Clear title will be conveyed via a Government deed. Liens and other encumbrances will be paid by the Government. Title insurance is available at Buyer’s expense.

DEFECTS:
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 property, title, and money. If the Buyer has 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 habitability.

All information contained in the sales flyer was derived from sources believed to be correct, but there is no guaranty. 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 any earnest/deposit money paid.

PROPERTY OFFERED FOR SALE BY IRS-CI, ICE and Secret Service:

In accordance with 18 USC Section 1963(h) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury Policy, forfeited (real) property will not 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/sp. 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) 921-4153.

TERMS OF SALE FOR CHAMPIONS GATE, FL / Sale #19-66-844