5051-5055 Broadway, New York, New York 10034

Property Description: Commercial land that is currently leased as a parking lot. The subject is 7,500 ± sq. ft. with a total of 31,500 ± sq. ft. with Air Rights. The property will be sold with the tenant in place with rental income of $5,800 a month. Note: The operating business and the car lifts on the premises are not included in the sale. The occupancy agreement can be viewed online. Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS including any violations as a whole that may apply (including but not limited to fines and penalties).

Property Details:
- Site Area: 7,500 ± sq. ft.
- 2019 Taxes: $33,333.80 ±
- County: New York
- Utilities: Electricity, Gas, Water, Sewer
- Zoning: R7-D/C-24/Commercial Use
- Parcel No: 02243-0255

62 E. 131st Street, New York, New York 10037

Property Description: 6,103 ± sq. ft. Brownstone with 5 residential units and basement located in the Harlem section of Manhattan. Unit #1 is 2-levels with 2 bedrooms, 1.5 baths, laundry, and a rear patio. All other units are 1 bedroom, 1 bath, living room, and eat-in kitchen. There are currently 16 open items required to obtain a final certificate of occupancy and fee’s/penalties of $8,000 for the working elevator that will be the responsibility of the buyer. Note: Unit #4 is occupied with rental income of $1,700 a month. Units #2 and #5 are vacant. Units # 1 and #3 are both occupied non-performing. Occupancy Agreement and 30-Day Vacate Notices can be viewed at the open houses. 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: 6,103 ± sq. ft.
- Site Area: 1,749 ± sq. ft.
- 2019 Taxes: $19,051.51 ±
- County: New York
- Utilities: Electricity, Gas, Water, Sewer
- Zoning: R7-B/Multi-Family Residential
- Parcel No: 1-1755-44
- Built: 1926
TERMS OF SALE FOR NEW YORK, NY / 20-66-126 & 119

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.acquistion.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 sold hereunder; (c) an agent or immediate mem- ber of the household of an employee in (b) 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) presently debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101-45.6; or (f) the party, or agent of the party(s), from whom the property was seized.

The Contractor’s subcontractor may not act as 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 buyer’s party’s social security check made payable to CWS. A real estate contract will be execut- ed 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 will 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 let- ters of credit, 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 forfeit his/her deposit in accordance with the bid award or 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 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 before submitting a written or oral bid on any property to be sold. A certificate of inspection of the 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 inspection examinations made to determine the condition of the property. The bidder understands and agrees that the property is sold AS IS and 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). The Government and its agent make no warranties or guarantees whatsoever written, oral, or implied as to quality, condition, or habitability. The Government and its agent make no warranties or guarantees whatsoever 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 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.

OFFERING OF PROPERTY FOR AUCTION AND SUBMISSION OF BIDS:
Once the Government accepts a bid, a final written sales contract will be prepared to include the individual information of the high bidder along with the accepted bid amount. A contract may also be conditionally established with the recognized back-up bidder for execution if the high bidder defaults for any reason or is reject- ed by the Government.

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 auc- tion 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 auc- tion. 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 14, 2020 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) busi- ness 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 mini- mum reserve price. The minimum reserve price is subject to change without a minimum reserve price. 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 any financial assistance, and the financing arrangements are to be made by the bidder. The bidder is invited, urged, and cautioned 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 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, trans- fers taxes, documentary stamps, recording fees, and escrow fees will be paid by the Buyer and Seller in accordance with the cus- toms 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 insur- ance is available at Buyer’s expense.

DEFaults:
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 result in the forfeiture of the deposit. If the default occurs because of failure to make the required deposit, the buyer shall be liable to the Government for liquidated damages in the amount of the deposit.

PROPERTY OFFERED FOR SALE BY IRS-CI, ICE, Secret Service:
In the event of a dispute concerning the property, the Government reserves the right to re-offer the property in question. In such a case, the Government may, at its discretion, exceed closing beyond 30 calendar days. Closing costs including, without limitation, transfers 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.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) 273-7317 or fax (571) 991-4151.