SEIZED AND FORFEITED REAL PROPERTY

AUCTIONS

Auction Date:
Tuesday, December 11, 2018 at 10:00 am (Registration starts at 9:30 am)

Auction Location:
All 8 properties will be auctioned at Hilton Garden Inn, 11460 W. Hilton Way, Avondale, AZ (623) 882-3351

Inspection Dates & Times:
16th Street: Fri-Sat, Dec. 7 and 8, 9am-12pm
Taylor Street: Sat, Dec. 1 and Sun, Dec. 2, 1-4pm
11th Ave: Sat, Dec. 1 and Sun, Dec. 2, 8-11am
Sherman St: Sat, Dec. 1 and Sun, Dec. 2, 8-11am

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

CWSAMS
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.

ALSO AUCTIONING ON DEC 11 - at 10 AM
4 Single family homes in Buckeye, AZ
1 Home will be sold with a tenant in place.

2804 N. 16th Street, Phoenix, Arizona 85006
Property Description: Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS.
Retail storefront/commercial building divided into 3 units. The building is located at the corner of N. 16th Street and E. Windsor Avenue in Midtown with gravel parking lot. The units are currently vacant and can be combined.

Property Details:
Improved Area: 2,650 ± sq. ft. Utilities: Electricity, Gas, Water Sewer Parcel #: 117-20-031 County: Maricopa
Site Area: 0.16 ± acre Zoning: C-2/Intermediate Commercial 2016 Taxes: $3,657.10 ± Year Built: 1953

2225 E. Taylor Street, Phoenix, Arizona 85006
Property Description: Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS.
1,364 ± sq. ft. Multi-family building that is designed to have 4 residential units. Each unit has 1 bedroom, 1 bath, kitchen, and living room. All units are vacant and need renovation. Located near the Phoenix International airport.

Property Details:
Living Space: 1,364 ± sq. ft. Utilities: Electricity, Gas, Water Sewer Parcel #: 116-01-071 County: Maricopa
Site Area: 8,247 ± sq. ft. Zoning: R-4/Multi-Family Residence 2016 Taxes: $517.43 ± Year Built: 1946

802 S. 11th Avenue, Phoenix, Arizona 85007
Property Description: Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS.
2 Multi-family buildings that are designed to have 2 residential units each (total of 4 units). Each unit has 1 bedroom, 1 bath, kitchen, dining area, and living room. All units are vacant and need renovation.

Property Details:
Living Space: 1,920 ± sq. ft. Utilities: Electricity, Gas, Water Sewer Parcel #: 112-15-001 County: Maricopa

1103 W. Sherman Street, Phoenix, Arizona 85007
Property Description: Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS.
2 Multi-family buildings that are designed to have 2 residential units each (total of 4 units). Each unit has 1 bedroom, 1 bath, kitchen, dining area, and living room. All units are vacant and need renovation.

Property Details:
Living Space: 1,920 ± sq. ft. Utilities: Electricity, Gas, Water Sewer Parcel #: 112-15-003 County: Maricopa

US Department of the Treasury in conjunction with IRS-CI

CWS Marketing Group Sale #s: 19-66-860/861/864/863
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 Government for the particular auction, 19 CFR Customs Duties Part 1061, 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 bid-assisting 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 immediate family of someone 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) an employee of any Federal agency, or an agent or immediate member of the immediate family of someone in (d), above, (f) the buying party’s social security number is not available to the winning bidder; (g) 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 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 per property in the form of a cashier’s/s/certified check made payable to CWS. A real estate contract supersede the Terms of Sale. The high bidder shall deliver ten percent (10%) of the Purchase Price stated in the back-up bid contract. 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 the high bidder's earnest money deposit. The back-up bidder must then, within three (3) business days, deposit the remainder of the Purchase Price stated in the back-up bid contract and 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 to accept. If they do not, 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 the high bidder's earnest money deposit.

The back-up bidder’s deposit(s) will be retained as the initial payment for the property. 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.

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 the high bidder’s earnest money deposit from the high bidder. In the event earnest money is not received from the high bidder, or in the event the high bidder does not meet the terms contained in the back-up bid contract, 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 to accept. If they do not, 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 the high bidder’s earnest money deposit.

INSPECTION OF PROPERTY:
The bidder is invited, urged, and cautioned to inspect the property to properly 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 time and place specified in the Invitation to Bid or related documents. The bidder must have property inspectors examine the property and notify the Contractor of any problems identified.

REAL PROPERTY DESCRIPTIONS:
The bidder understands and agrees that the property is offered, purchased, and accepted by the buyer “AS IS” and “WITH ALL FAULTS.” The Government and its agents make no warranties or guarantees whatsoever whether written, oral, or implied as to quality, condition, or habitability.

All information submitted 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 rejected 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 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 must be made payable to: CWS Marketing Group, Inc.

Written bids for the property must be received no later than December 10, 2018 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 after 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 all faults, omissions, encumbrances, easements, claims, liens, and liabilities, if any, without a minimum reserve price. If the minimum reserve price is not achieved, the Government may withdraw the property at any time before the sale 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. Bidders 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 sale 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, but not limited to, transfer taxes, documentary stamps, recording fees, and escrow fees, if any, will be paid by the Buyer and Seller in accordance with the customary county 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.

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 that deposit.

PROPERTY OFFERED FOR SALE BY IRS-CL, ICE and Secret Service:
In accordance with 18 USC Section 946(j) and 21 USC Section 855(b) 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/ or 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) 971-4513.