Auction Date:       Wednesday, June 19, 2019

Auction Time:      11:00 am

Registration Time: 10:30 am

Auction Location:  Riverside Plaza
                  Shopping Center, 2401 S. Shary Road,
                  Mission, TX

Inspection Dates & Times:  Monday, June 10 and 17, 1 - 4 pm

Deposit:          $100,000 cashier’s check made
                  payable to CWS Marketing Group

Cashier’s checks made payable to bidder’s
name CANNOT be accepted

2401 S. Shary Road & San Miguel Drive, Mission, TX 78572

Property Description: Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS.
Riverside Shopping Center and adjacent 12.76 ± acres of land for auction! Located close to Hwy 83, the center hosts
Bucks Pizza, Vonnacher Tae Kwon Do, La Villa Spa, and more leasable space. Sale includes additional land, available
for development, located on San Miguel Drive directly behind the shopping center, with guard building, fence, and a
paved road that ends in a cul-de-sac. Note: Lease information and square footage of individual units can be viewed
online, along with surveys of center and adjacent land. Lot 2 & Lot 32 on the survey are not included in the sale.

Property Details:
Improved Area: 46,455 ± sq. ft.
Site Area: 17.89 ± acres total
County: Hidalgo
2017 Taxes: $76,626.53 ±

Utilities: Electricity, Gas, Water, & Sewer
Zoning: C-3/General Business & R-1A/Large Lot Single Family
Parcels: 713491, 280797, 280798, 846134, 846137, 846138, 846140, 846142
FEMA Map: Flood Zone B 6 A/B

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6 MISSION/PALMVIEW PROPERTIES
AUCTIONING JUNE 19 at 11AM  
Shopping center with additional acreage, Ranch land with dwellings, Agricultural land with
home/office, Two 10-acre agricultural parcels, and Commercial land in Palmview

CWS Marketing Group  Sale #: 19-66-907  Auctioneer: Mike Lewis #13627
TERMS OF SALE FOR MISSION TX / Sale #19-66-907

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.acquisition.gov/flat. 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 member of the household of the employee in (b) above; (d) a notarized Power of Attorney must be presented at the time of registration. In the event a person is bidding on behalf of another party, an original designated representative.

Persons wishing to participate in the bidding process of the sale and refund any earnest/deposit money paid. The high bidder shall deliver ten percent (10%) of the Purchase Price less the initial money deposit, whichever is greater, 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.

Eligibility of Bidders:
Bidders are cautioned to carefully read all applicable Terms and Conditions and his/her agreement to be bound there by. Therefore, bidders are required to obtain, fill out, and deliver a bidder registration card during the registration process for each sale.

REGISTRATION OF BIDDERS:
The Bidder agrees that should the Bidder 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: (i) the registered bidder’s name; (ii) the property’s address; (iii) the purchase price of the property. The Government reserves 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. Failure to inspect property shall not relieve the buyer of his/her legal responsibility and obligation for compliance 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:
Closings are expected to begin 30 days after receipt of the notice of sale. 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 unless the property is, in explicit terms, offered without reserve. The property was seized.

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.

If you are planning to bid in the name of another 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 thereby. Therefore, bidders are required 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 $100,000 in the form of cashier’s or certified check made payable to CWS Marketing Group, Inc as a prerequisite of registration.

PROPERTY DESCRIPTION:
Changes may be made on the day of the sale to the property status or descriptions in the sales flyer/brochure. These changes take precedence over previous sales flyer/brochure 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.

LEAD-BASED PAINT:
(For properties built before 1978): Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards and the EPA pamphlet “Protect Your Family From Lead In Your Home” may be obtained by calling 1-800-424-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.

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 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 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 view 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 in order to attend the auction. The appropriate deposit per property by casher/s/certified check only, must accompany your written bid. The casher’s check deposit must be made payable to: CWS Marketing Group, Inc.

Written bids for the property must be received no later than June 18, 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.

GOVERNMENT DEED:
Clear Title will be transferred 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 any rights, title, and interest the Buyer may have acquired. In that case, title of the property will not be transferred to the Buyer. 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.

PROPERTY OFFERED FOR SALE BY IRS-CI, ICE AND SECRET SERVICE:
In accordance with 18 USC Section 960(j) and 21 USC Section 839(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/gp. If you do not have Internet access, or have further questions, you may also call our Public Auction Line at (703) 275-7373 or fax to (703) 275-4513.