Auction Date: Thursday, February 12, 2015

Auction Time: 12:00 noon

Registration Time: 11:30 am

Auction Location: Held at the property site

Inspection Dates & Times: Sunday, February 1 and 8, 1:00 - 4:00 pm

Deposit: $5,000 cashier’s check made payable to CWS Marketing Group

2430 Teal Run Place Drive, Fresno, Texas 77545

Property Description: 2 Story Home for Auction. Located in Teal Run, this property has 4 bedrooms, 2.5 bathrooms, an island kitchen, game room, a living room, dining room, family room, study with french doors, attached 2-car garage, and much more! Note: HOA documents can be viewed online.

Property Details:
- Living Space: 2,847 ± sq. ft.
- Site Area: 5,715 ± sq. ft.
- Parcel No: 8700-15-001-1020-907
- Year Built: 2004
- HOA Fee: $410 ± a year

Utilities: Electricity, Gas, Water, Sewer
Zoning: None
2011 Taxes: $3,714.05 ±
County: Fort Bend

CWS Marketing Group  Sale #: 15-66-852     Broker: Peter Ellis #0289514
GENERAL INFORMATION:

TERMS OF SALE FOR FRESNO, TEXAS / Sale #15-66-852

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 memer 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 60-4.56; 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 buying party’s social security number.

If you are planning to bid in the name of a corporation, business, or entity, 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 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 earnest money deposit in the form of cashier’s/certified check made payable to CWS Marketing Group, Inc as a prerequisite of making a bid. Failure to do so will 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:

Disclosures 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.

ORAL STATEMENTS AND MODIFICATIONS:

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.

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 suitability.

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 after the final closing on the property, the Government reserves the right to cancel the sale and refund any earnest deposit payment.

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 bidder’s check deposit must be made payable to: CWS Marketing Group, Inc.

Written bids for the property must be received no later than February 11, 2015 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 earnest money deposit of one (1) percent (1%) of 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 foregoing liquidated damages provision shall apply to the back-up bidder.

BACK-UP BIDER:

The high 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 foregoing liquidated damages provision shall apply to the back-up bidder.

INVESTMENT OF PROPERTY:

The bid is invited, urged, and cautioned to inspect the property prior to placing a written offer. 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.

Participants in the bidding process for the sale of U.S. Treasury real property sales contract may be cancelled by the Government for default of the 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, but not limited to, title, tax, transfer taxes, and recording fees, will be paid by the Buyer. Title insurance or other encumbrances will be paid by the Government. In the event Buyer desires title insurance, it will be at the Buyer’s expense.

SPECIAL WARRANTY DEED:

Insurable title will be conveyed via a Special Warranty 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-CI, ICE and Secret Service:

In accordance with 18 USC Section 1962(j) and 21 USC Section 851(n) 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) 921-4153.