SEIZED AND FORFEITED REAL PROPERTY
AUCTION

AUCTION DATE:
Wednesday, September 16, 2015

AUCTION TIME:
1:00 pm

REGISTRATION TIME:
12:30 pm

AUCTION LOCATION:
Held at the property site

INSPECTION DATES & TIMES:
Tuesday, September 8 and Sunday, September 13, 1:00 - 4:00 pm

DEPOSIT:
$50,000 cashier’s check made payable to CWS Marketing Group
Cashier’s checks made payable to bidder’s name CANNOT be accepted

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.

3111 Welborn Street, Unit 1703, Dallas, Texas 75219

PROPERTY DESCRIPTION:
Luxury Condominium for Auction! Located on the 17th floor, this condo features spectacular views of the Dallas Skyline from the north and west side terraces, a bedroom on each of the 3 levels, upgraded fixtures, 4 bathrooms including a master bathroom with separate soaking tub, shower and bidet, living room with a wet bar, wine cooler, dining room, family room, elevator access, guarded entry, valet service, 2 parking spaces and much more!

PROPERTY DETAILS:
- Living Space: 4,403 ± sq. ft.
- Parcel No: 00-C0902-000-017-03-00
- Year Built: 2009
- HOA Fee: $3,837.23 a month
- Utilities: Electricity, Gas, Water, Sewer
- Zoning: PD-157
- 2013 Taxes: $48,053.64 ±
- County: Dallas

AUCTIONING
SEP 16 @ 10am
Single Family Home at 10 Amanda Trail, Rockwall, Texas
2 bedroom, 2 bath home with 2-car garage on 2.74 acres in Equestrial Estates

CWS Marketing Group Sale #: 15-66-920  Auctioneer: Mike Lewis #13627  Broker: Peter Ellis #0289514
TERMS OF SALE FOR DALLAS, TX / Sale #15-66-920

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/far/. 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) 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; or (e) presently debarred or declared ineligible for purchase of Federal property.

Persons wishing to participate in the bidding process of the sale REGISTRATION OF BIDDERS:

The registrant agrees that, should the registrant be the successful bidder along with the accepted bid amount. A contract may also be conditionally established with the recognized back-up bidder. The back-up bidder is obligated to transmit 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 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 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 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 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:
(for properties built before 1978):

- Disclosure of Information on Lead-Based Paint 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:

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. If the minimum reserve price is not met, the Government reserves the right to resell the property at public auction without a minimum reserve price. If the minimum reserve price is not met, the Government reserves the right to resell the property at public auction without a minimum reserve price. If the minimum reserve price is not met, the Government reserves the right to resell the property at public auction without a minimum reserve price. If the minimum reserve price is not met, the Government reserves the right to resell the property at public auction without a minimum reserve price.

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 the 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 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.

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 will 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 1969(f) and 21 USC Section 853(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/fp. 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.