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**ONLINE ONLY**

**REAL ESTATE AUCTION**

**USDA Foreclosed Homes – All Without Reserve!**

**Online Only Bidding**

**Bidding Closes on Wednesday, August 26th at 10:45 am**

**53 East Avenue, Woodstown, NJ 08098**

**For information contact: Richard G. Warner, Auction Coordinator**

**Warner Real Estate & Auction Co.**

**Office: (856) 769-4111**

**On the web at:** [www.warnerrealtors.com](http://www.warnerrealtors.com)

**Contact us by E-mail at:** auctions@warnerrealtors.com

***Why use Warner Real Estate & Auction to sell your property?***

Warner Real Estate & Auction Company is a full-service real estate brokerage and auction marketing firm headquartered in Woodstown, New Jersey. We are a licensed real estate broker in New Jersey and Pennsylvania with a [proven performance record](http://www.warnerrealtors.com/auctions/past-auctions/) selling all types of real estate including residential, commercial, farms, land, and investment properties throughout New Jersey. We work with all of our clients as partners, creating winning solutions which address our clients’ most pressing real estate related needs and goals.

Our sales associates have extensive backgrounds in home building, agribusiness, hotel and restaurant management, marketing and public relations, retail, environmental, site selection and construction budget and management. Our clients include financial institutions, estates and trusts, and local, state and federal government agencies, as well as thousands of individual sellers.



**Property Location 207 Woodside Avenue**

 **Newton, NJ 07860**

**Description ONLINE ONLY BIDDING. USDA Foreclosed Homes. Bidding Closes on Wednesday, August 26th, 2020 at 10:45 am—Bid NOW.**

 The USDA has ordered the immediate sale of 10 Foreclosed Homes and contracted us to sell at auction. This property is located at **207 Woodside Avenue, Newton, NJ 07860.**

 This property will be offered via **ONLINE ONLY AUCTION**. Please bid early and often and understand that bidding begins to close on Wednesday, August 26th, 2020 at 10:45 am Eastern.

* Property Type: Residential – Single Family Home
* Year Built:  1935
* Living Area:  1,764 SF
* Stories: 2
* Bedrooms: 3
* Bathrooms: 1
* Lot Size:  .578 acres
* Parking: Driveway (Gravel)
* Utilities:  Electric, Well, Septic
* Heat:  Forced Air
* Type of A/C:  Window Units
* Water Source:  Private Well
* Sewer Source:  Private Septic
* Assessed Value: $131,800
* Taxes: $5,649
* Tax Year: 2020
* Municipal Website & Phone:  <https://newtontownhall.com/>or 973-383-3521
* **Only $1,000 Starting Bid!**
* **Absolute Auction, Regardless of Price Without Reserve!**

**Date & Time** **ONLINE ONLY AUCTION. Please bid early and often and understand that bidding begins to close on** *Wednesday, August 26th, 2020 at 10:45 am Eastern.*

**Property Inspection Sunday, August 23rd, 2020 from 11:00 a.m. – 2:00 p.m. or by appointment if accompanied by a NJ Licensed Real Estate Agent.**

**Earnest Money** $5,000 non-refundable deposit, by wire transfer or cashier’s check due within 24 hours following close of auction.

**Closing** **Time being of the essence**, settlement is to take place within 30 days of the auction bidding closing on August 26th, 2020.

**Closing Title Agency** Foundation Title, LLC. has performed a title search on the property. **You can use your own to review the documents, however Foundation Title, LLC. will be the closing title company.**

**Broker Participation** Although not required, if a buyer has been working with a Realtor, the Realtor must complete the broker participation form. In order for the Realtor to be compensated, broker forms must be completed and submitted **no later than 5 pm on 8/25/2020, and all terms adhered to**.

**Auctioneers Note** All information and dimensions were derived from sources believed to be correct but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.

**Notes** 1.

 2.

 3.

Online Bidder Registration Instructions

**ONLINE REAL ESTATE AUCTION**

**Start Date: Thursday, August 20th, 2020 @ 8:00 A.M. E.T.**

**End Date: Wednesday, August 26th, 2020 @ 9:00 A.M. -11:15 A.M. E.T.**

**USDA Foreclosure Auction**

**10 USDA Foreclosed Homes**

**The following are guided instructions to assist an Online Bidder in order to participate in the Online Auction.**

1. Download from [www.WarnerRealtors.com](http://www.WarnerRealtors.com) the Online Bidder Registration Package which includes the following documents;
2. Online Bidder Registration Form
3. Online Bidder Contract
4. Complete, sign and date the Online Bidder Registration Form.
5. Complete, sign and date the Online Bidder Contract.
6. Retain copies of the above documents for your file.
7. Return the two (2) executed documents, copy of your valid State issued Driver’s License or a valid Passport no later than 5:00 P.M. E.T., Tuesday, August 25th, 2020 to Auctioneer, 53 East Avenue, Woodstown, NJ 08098; Facsimile: 856-769-1771; Email: Rich@WarnerRealtors.com
8. Once all of the required documents and the online registration are verified by Auctioneer, you will be notified of your approved access to bid.
9. Within two (2) hours of the conclusion of the bidding, a Contract of Sale and other required documents will be emailed to the address provided at registration. Bidder will have twenty-four (24) hours from the conclusion of the auction to return all documents along with the required earnest money deposit. The earnest money deposit will be applied towards the purchase price. The Contract of Sale can be faxed, scanned, mailed overnight, or hand delivered to our offices at 53 East Avenue, Woodstown, NJ 08098. Acceptable methods of payment for the earnest money deposit are: Cashier’s check made payable to Foundation Title, LLC, or wire transfer. Credit cards are not accepted for earnest money deposits. **Successful Bidders not executing and returning the executed Contract of Sale with the earnest money within twenty-four (24) hours from the conclusion of the auction will be considered in default.**

The Seller, United States Department of Agriculture (USDA) and the Auctioneer wish you the best of luck in the bidding process!

**ONLINE REAL ESTATE AUCTION**

**Start Date: Thursday, August 20th, 2020 @ 8:00 A.M. E.T.**

**End Date: Wednesday, August 26th, 2020 @ 9:00 A.M. -11:15 A.M. E.T.**

**USDA Foreclosure Auction**

**10 USDA Foreclosed Homes**

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| --- |
| **Name:** |
| **Company Name (if applicable):** |
| **Company Address:** |
| **City, State, & Zip:** |
| **City, Country & Country Code (if outside the U.S.):** |
| **Residential Address:** |
| **City, State & Zip:** |
| **City, Country & Country Code (if outside the U.S.):** |
| **Valid State Issued Driver’s License No. or Passport (Copy of License or Passport Required):** |
| **Contact Phone:** | **Facsimile:** |
| **Email:** |
| **Entity in which Bidder will take Title:** |
| **Marital Status:** |
| **Bidder’s Signature:** | **Date:** |
| **How did you hear about Auction:** |

ONLINE BIDDER CONTRACT

**ONLINE REAL ESTATE AUCTION**

 **Start Date: Thursday, August 20th, 2020 @ 8:00 A.M. E.T.**

**End Date: Wednesday, August 26th, 2020 @ 9:00 A.M. - 11:15 A.M. E.T.**

**USDA Foreclosure Auction**

**10 USDA Foreclosed Homes**

**Please carefully review this Online Bidder Contract (“Contract”) and the Property Information Packet (“PIP”). You must follow instructions to execute this Contract and send to Auctioneer, 53 East Avenue, Woodstown, NJ 08098; Facsimile: 856-769-1771; Email:** **Rich@WarnerRealtors.com****, in order for you to be able to participate as qualified online Bidder in this Online Auction. All executed documents to be received no later than 5:00 P.M., E.T., Tuesday, August 25th, 2020.**

This is a Contract entered into by and between the Bidder (“Bidder”) whose name is identified below and the Auctioneer.

1. All registration information the Bidder provides to Auctioneer shall be current, complete, and accurate. Bidder must be 21 years of age or older. Bidder agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of any transaction being conducted during this Online Auction.
2. Bidder agrees not to retract its offer(s). The successful Bidder is legally bound to purchase the Property awarded in accordance with his/her bid, the Terms, the Real Estate Sales Contract and all other Federal and State Regulations governing contracts for the purchase of real property. Unilateral conditions asserted by any Bidder will not be accepted.
3. Auctioneer reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of this Online Auction.
4. Disputes Between Bidders – If a dispute arises between two or more Bidders, Auctioneer reserves the right to reopen the bidding. Auctioneer’s designation of the successful Bidder shall be final.
5. Termination: This Contract constitutes a binding agreement between Bidder and Auctioneer until terminated by Auctioneer, which Auctioneer may do at any time, with out notice, in Auctioneer’s sole discretion. If Bidder dissatisfaction occurs with this Online Auction in any way, Bidder’s only recourse is to immediately discontinue use of this Online Auction. Auctioneer reserves the right to terminate Bidder registration and use of this Online Auction, and impose limits on certain features of this Online Auction or restrict bidder access to, or use of, part or the entire Online Auction without notice or penalty.
6. Hold Harmless – Auctioneer cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means, therefore they cannot guarantee continual, uninterrupted or error free service as the website could be interfered with by means out of Auctioneer’s control. Bidder acknowledges that this Online Auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneer may void any sale, temporarily suspend bidding and re-sell the Property that was affected by any malfunction. The decision of the Auctioneer is final.
7. Property Inspection: The Bidder is invited, urged and cautioned to inspect the Property prior to submitting any bid. Failure to inspect the Property shall not constitute cause for cancellation of sale.
8. OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE: All bidders are subject to providing appropriate government identification that includes full legal name and date of birth. In addition, all bidders are subject to being required to disclose their place of birth. By providing this information bidders agree to allow Seller to perform a search of the Specially Designated Nationals List, Blocked Persons List and Sanctioned Country List provided by the United States Office of Foreign Assets Control. Seller reserves the right to reject any bidder from registration after this search has been completed. By registering all bidders agree to abide by all the Terms of Sale.
9. The Bidder agrees that, should they be the successful Bidder on the Property, all information regarding the transaction may be published on the Auctioneer’s website per the Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 522(2000).

|  |  |
| --- | --- |
| **Name:** |  |
| **Address:** |  |
| **City, State, Zip:** |  |
| **City, Country, Country Code****(if outside the U.S.)** |  |
| **Contact Telephone:** |  | **Email Address:** |  |

I hereby acknowledge and accept the above terms of this Online Bidding Contract and agree to comply with same. Facsimile and electronic signatures of the parties to this Contract shall be treated as original signatures.

|  |  |
| --- | --- |
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**Signature of Acceptance** **Date**

***Exhibit “A”***

***THE PARTIES***, UNITED STATES OF AMERICA (SELLER) and

(BUYER), collectively referred to as “The Parties”, relating to the real estate contract for sale dated August 26th, 2020 for the sale of the property located in Newton Town and further described as 207 Woodside Avenue, Newton, NJ 07860 on the tax map ofSussex County, New Jersey (Block 16.02 , Lot 3 ).

**IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS**

Pursuant to section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. & 1480(e), RHS has determined the dwelling on this property inadequate for residential occupancy. The quitclaim deed by which this property will be conveyed will contain a covenant restricting it from residential use. The subject property may be released from the effect of this covenant upon submission of a New Jersey Certificate of Occupancy (issued pursuant to the NJ Uniform Construction Code) or a Certificate of Compliance (issued pursuant to the NJ Building Subcode).

UNITED STATES OF AMERICA (SELLER)

Dated:

 (BUYER)

Dated:

**Exhibit “B”**

**Legal Description**

**All that certain tract or parcel of land, situated, lying and being in Newton Town, County of Sussex, and State**

**of New Jersey, more particularly described as follows:**

**Being known and designated as Lots 43 and 44 as shown on a certain map entitled "Newton Terrace, Section**

**- A: Newton Development Corp., Newton, Sussex Co., N.J.", dated July 1928, made by Snook & Hardin,**

**Engineers & Surveyors, which map was filed in the Sussex County Clerk's Office on August 4, 1928 as Map**

**No. 14-A.**

**Being further described as follows:**

**BEGINNING at a concrete monument found on the southeasterly side line of Woodside Avenue (66' wide)**

**marking the northwesterly corner of Lot 44 as shown on a certain map entitled "Newton Terrace, Section - A,**

**Newton Development Corp., Newton, Sussex co., N.J.", dated July 1928, made by Snook & Hardin, Engineers**

**& Surveyors, which map was filed in the Sussex County Clerk's Office on August 4, 1928 as Map No. 14-A,**

**said beginning point being southwesterly 1340.20 feet from the westerly side line of Paterson Avenue, and**

**running thence**

**(1) upon the southeasterly side line of Woodside Avenue N 41° 51' 00" E 101.04 feet, thence**

**(2) S 39° 53' 00" E 258.26 feet, thence**

**(3) S 47° 42' 00" W 100.08 feet to a concrete monument found, thence**

**(4) N 39° 53' 00" W 247.95 feet to the point and place of beginning.**

**NOTE FOR INFORMATION:**

**BEING known as 207 Woodside Avenue, Newton Town, Sussex County, State of New Jersey, Block 16.02, Lot**

**3 on the tax map of Newton Town.**

**NOTE FOR INFORMATION: The mailing address of the premises is 207 Woodside Avenue, Newton, NJ**

**07860.**

**Terms and Conditions**

**Thank you for your interest in this property. Contact Richard Warner if you need additional information (856-769-4111).**

**This online auction is a cash sale not contingent on or subject to financing, appraisal, survey, study period or inspections of any kind, as agreed to by bidders at registration prior to bidding, and specified in the Agreement for Sale of Real Estate. Property is sold in “AS-IS” condition with no warranties or guarantees of any kind.**

**Per the contract, “TIME IS OF THE ESSENCE,” and you should proceed to closing immediately. You must close the transaction within 30 days of auction bidding closing.**

**If your closing is delayed for any reason, by you, as purchaser, or other parties working on your behalf, including any lender you involve – you may be declared in breach of the contract, forfeit all deposits made, and could be additionally liable for any and all court costs, any price difference in a subsequent resale of the property, and all future auction costs incurred by the seller and Warner Real Estate & Auction Co.**

**Bid with confidence, but please do not delay your closing!**

**Terms & Conditions**

Contract for Sale of Real Estate: This property is offered under the specific terms provided in the contract. The Contract for Sale of Real Estate is available at [www.WarnerRealtors.com](http://www.WarnerRealtors.com) in the property information packet located from within the **“DOCUMENTS”** section. Please read and review the contract thoroughly prior to bidding on any property. **If you have not read and reviewed the Contract for Sale of Real Estate, DO NOT BID!**

Foundation Title, LLC has performed a title search on the property. **You can use your own to**

**review the documents, however, Foundation Title, LLC will be the closing title company.**

Warner Real Estate & Auction Co. has the sole authority to resolve any bidding disputes that may arise.

**Bidder Verification:** The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, Warner Real Estate & Auction Co. will reject the registration, and bidding activity will be terminated.

**Extended Bidding:** All online auctions have a scheduled ending time. All auctions have an extended bidding feature. Each auction will automatically extend if a bid is received in the last three (3) minutes prior to the scheduled ending time. For example: If an auction is scheduled to end at 1:00 p.m., and a bid is received at 12:58 p.m. on an individual item, then the bidding will remain open on that item until 1:01 p.m. the extending bidding will remain active until no additional bids are received in a three (3) minute time period.

**Earnest Money:** At the close of the auction, the successful bidder will be emailed the contract package to execute and return to Warner Real Estate & Auction Co. **The successful bidder will deposit a $5,000 non-refundable down payment in the form of wire transfer or cashier’s check to Foundation Title, LLC.** The entirety of the remaining balance is due at closing. Purchaser shall be responsible for all wire transfer fees.

**Insurable Title:** It is understood that insurable title, free of encumbrances, except subject to all reservations, easements, rights of way, and restrictive covenants of record or on the premises, and to all government statutes, ordinances, rules and regulations is to be furnished. The described property is to be sold in “as is, where is” condition without warranty either expressed or implied by the Seller or Auctioneer. In the event the Seller cannot convey insurable title to the property, your earnest money deposit will be returned.

**Financing:** Sale of the property is **not contingent** upon buyer obtaining financing.

**Inspection:** All property is sold “As Is, With All Faults.” Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Warner Real Estate & Auction, Co., disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. For residences built prior to 1978, buyer waives the right to a 10 calendar-day opportunity to conduct a risk assessment or inspection for the presence of Lead-Base Paint and/or Lead-Base Paint Hazards. Square footage dimensions and acreage are approximate and should be independently verified prior to bidding. Warner Real Estate & Auction Co., its agents and subagents, and the sellers assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. All information and dimensions were derived from sources believed to be correct but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.

**Buyer’s Premium:** No Buyer’s Premium

**Contracts:** Contract Packages will be sent by e-mail to the high bidder, who must execute and email, fax or overnight mail back to Warner Real Estate & Auction, Co., within 24 hours of receipt. **If the successful bidder does not execute and return their contract with earnest money deposit within 24 hours of receipt they will be considered in default and subject to legal action. This is a legal binding contract.**

**Auction Administrative Fee:** **In the event a winning bidder fails to submit the signed ‘Contract for Sale of Real Estate’ and deposit earnest money as provided in the pre-stipulated Auction Terms, the winning bidder will be charged an administrative fee of $15,000.00 on the credit card provided at auction registration.** Additional default remedies are reserved by Warner Real Estate & Auction Co., and the Seller as provided in the Auction Terms & Conditions and the ‘Contract for Sale of Real Estate’. All administrative fees are non-refundable.

**Conditions of Default:** If any conditions contained herein are not complied with by the buyer, Warner Real Estate & Auction, Co. may, in addition to asserting all remedies available by law, including the right to hold defaulting buyer liable for the purchase price, either, a) cancel the sale, retaining as liquidated damages any payments made by such buyer, b) resell the property at public auction or privately on seven days’ notice to such buyer, or c) take such other action as it deems necessary or appropriated. If Warner Real Estate & Auction Co., resells the property, the original defaulting buyer shall be liable for the payment of any deficiency between the purchase price and all costs and expenses, the expenses of both sales, reasonable attorney’s fees, commissions, incidental damages and all other charges due hereunder. **In any event, the buyer’s $5000 earnest money deposit will be immediately released by Foundation Title, LLC and retained by Seller, United States Department of Agriculture (USDA) as liquidated damages.**

**Closing:** **Time being of the essence**, this sale shall be closed on or before 30 days from the auction bidding closing on August 26th, 2020. The successful buyer will also be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur on or before specified dates. Closing is to take place on or before 30 days from date of auction. Buyer acknowledges and agrees that time is of the essence.

**Agency Disclosure**: In all transactions, the auctioneer is acting as agent for the seller, not as buyer’s agent. Warner Real Estate & Auction, Co. reserves the right to remove or cancel the bids and or bidding rights and privileges of any party, deemed not to be in the best interest of the seller, at any time.

**Disclaimer:** All information contained herein is believed to be correct to the best of the auctioneer’s knowledge. The information is being furnished to bidders for the bidder’s convenience and it is the responsibility of the bidder to determine that information contained herein is accurate and complete.

Any reliance on the contents shall be solely at the recipient’s risk. Bidders must conduct and rely solely upon their own investigations and inspections. The property is being sold “AS IS with any and all faults”. Please review all information supplied and seek appropriate assistance prior to bidding.

**Indemnification and Release:** Purchaser and anyone claiming by, through or under Purchaser hereby fully and irrevocably release Seller and Auctioneer and their respective employees, officers, directors, representatives, and agents from any and all claims that purchaser may have or hereafter acquire against Seller and Auctioneer, their employees, officers, directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including environmental matters, affecting the property, or any portion thereof.

**Broker Participation:** Pre-approved (no later than 5 pm (Eastern) 8/25/2020) broker participation is well compensated. **Broker must fill out and submit broker participation form by time stated above and adhere to all rules in order to be compensated.**

**Technical Issues:** Neither the company providing the software nor the auction company shall be held responsible for a missed bid or the failure of the software to function properly for any reason. The online bidding will begin to close on Wednesday, August 26th, 2020 @ 10:45 am (Eastern Time). If there is bidding in the last few minutes before the auction closes, extended bidding will commence. If there are no bids within 3 minutes, the auction will end. This procedure prohibits any last second 'sniping' from taking place. Please contact Richard Warner @ 856-769-4111 if you need assistance with registering and the online bidding platform.

**Purchaser: Date:**

**Witness: Date:**

**Additional Terms and Conditions**

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***U.S. Dept. of Agriculture***

**The deed for this property will contain a covenant restricting residential occupancy and requiring repairs by the new owner at their expense to the extent that the purchased property is habitable and a certificate of occupancy can be obtained after closing. The USDA has the right to inspect and verify that the work has been done:**

Pursuant to Section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. & 1480(e), the purchaser (‘Grantee’ herein) of the above described real property (the ‘subject property’ herein) covenants and agrees with the United States acting by and through Rural Development (the ‘Grantor’ herein) that the dwelling unit(s) located on the subject property as of the date of this Quitclaim Deed will not be occupied or used for residential purposes until a New Jersey Certificate of Occupancy (issued pursuant to the NJ Uniform Construction Code) or New Jersey Certificate of Compliance (issued pursuant to the NJ Building Subcode) has been submitted to the Grantor. This covenant shall be binding on Grantee and Grantee’s heirs, assigns and successors and will be construed as both a covenant running with the subject property and as an equitable servitude.

This covenant will be enforceable by the United States in any court of competent jurisdiction. When a New Jersey Certificate of Occupancy or New Jersey Certificate of Compliance has been submitted to the Grantor, the subject property may be released from the effect of this covenant and this covenant will thereafter be of no further force or effect.



***This institution is an equal opportunity provider and employer.***

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [**http://www.ascr.usda.gov/complaint\_filing\_cust.html**](http://www.ascr.usda.gov/complaint_filing_cust.html), ***or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue., S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at*** ***program.intake@usda.gov******.***

**Tax Map/Survey**

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