

ADDENDUM to Invitation For Bids

**688 Keeneland Way
Montgomery, AL 36109
IFB Number: 4-D-AL-0801AA
Sale/Lot Number: PEACH415018001**

This addendum is to disclose two known water leaks in the copper tubing cold water supply lines to the water heaters serving the home located in the attic space of the property and the changes regarding terms and conditions within the Invitation for Bids.

TERMS OF SALE

DEFINITION

EARNEST MONEY

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

REVOCAION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser’s default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in the Continuing Offers paragraph within the Invitation for Bids, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the Invitation for Bids; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in the Revocation of Bid and Default paragraph. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the Invitation for Bids are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in the Refund of Registration Deposits within the Invitation for Bids, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

ENVIRONMENTAL NOTICES

The Grantee is notified that black mold is present in the attic due to the water leaks. Mold and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). The Federal and State Governments have not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.

Information provided to the Grantee(s) with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Grantee(s), its successors, assigns, employees, invitees, or any other person subject to the Grantee(s)'s control or direction.

ACKNOWLEDGMENT AND ACCEPTANCE OF DEED TERMS

Upon award, an unexecuted deed will be delivered to Purchaser by mail. Within ten (10) business days of acceptance of a bid by Government, the Purchaser must sign and complete the entire Acceptance By Grantee section at the last page of this Addendum and return it to GSA by mail to the following address:

U.S. General Services Administration
Martin Luther King, Jr., Federal Building
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street, SW, Suite 130
Atlanta, GA 30303
Attn: Jason Lu

Failure to provide acknowledgment and acceptance of the deed terms will result in a default and forfeiture of the Registration Deposit.

All other terms and conditions of this sale will remain the same as stipulated in the Invitation for Bids.

RECORDATION REQUESTED BY/RETURN TO:

FOR RECORDER'S USE ONLY

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this _____ day of _____, 2014, by and between the **UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE US ARMY CORPS OF ENGINEERS**, WITH AN ADDRESS OF 441 G STREET, NW, WASHINGTON, DC 20314, pursuant to Title 10, United States Code, Section 2832, Grantor, and _____, Grantee, whose address is _____.

THAT, for and in consideration of the sum of _____ THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$_____.00), cash in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby remise, release and quitclaim unto the Grantee, forever all the right, title, interest and claim, which the Grantor has in and to the following described land in Montgomery County, State of Alabama, to-wit:

LOT 17, BLOCK A, ACCORDING TO THE MAP OF COUNTY DOWNS PLAT NO. 17, AS SAID MAP APPEARS OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MONTGOMERY COUNTY, ALABAMA IN PLAT BOOK 49, AT PAGE 38, AND CORRECTED IN PLAT BOOK 49, AT PAGE 45.

FOR INFORMATIONAL PURPOSES ONLY:
PARCEL NUMBER: 10 06 14 1 005 029.000
PROPERTY ADDRESS: 688 Keeneland Way, Montgomery, AL 36109.

FURTHER BEING the same premises which Philip C. Joseph and Kenya T. Joseph, husband and wife, by deed dated April 29, 2013, and recorded May 9, 2013, in the Montgomery County Recorder of Deeds Office, in Official Records Book/Page No. 193510/0034-0036, granted and conveyed unto the United States of America.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining; and every right, title or interest, legal or equitable, of the Grantor of, in and to the same.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates by acceptance of this deed that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

THIS CONVEYANCE IS MADE SUBJECT to all easements and building or use restrictions of record including, but not limited to, those for public roads and highways, restrictive covenants, utilities, railroads, and pipelines, if any; but there is no intention by this reference to reimpose or to extend any of the same.

The conveyance is also subject to all applicable zoning ordinances, statutes, rules, or regulations, as amended, and real estate taxes and assessments.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered in the presence of:

UNITED STATES OF AMERICA
Acting by and through the U.S. Army Corps of Engineers

By: _____ (SEAL)

JOAN M. BRYAN

Title: Program Manager, Homeowners Assistance Program
United States Army Corps of Engineers

NOTARIAL CERTIFICATE
DISTRICT OF COLUMBIA: SS

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that this ____ day _____, 2015, Joan M. Bryan, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

By: _____

ACCEPTANCE BY GRANTEE

I, _____, GRANTEE, hereby accepts this Deed for itself, its successors and assigns, subject to all of the notices, conditions, covenants, reservations, restrictions and terms contained therein this ____ day of _____ 20____.

By: _____(Seal)

(Printed Name)

NOTARIAL CERTIFICATE

State of _____

County of _____

I, _____, a Notary Public in and for _____, County of _____, do hereby certify that on this the ____ day of _____, 20____, _____, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Notary Public
Notary Registration No. _____

My commission expires the ____ day of _____, 20____.