

Form RD 1955-46 (Rev. 6-97)	UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT FARM SERVICE AGENCY	FORM APPROVED OMB NO. 0575-0172 Advice No. (1) Case No. (2) Date (3)
INVITATION, BID, AND ACCEPTANCE SALE OF REAL PROPERTY BY THE UNITED STATES		
Section I - INVITATION FOR BIDS		
Scaled bids and the highest acceptable bid at public sale are to be prepared on this form and submitted in duplicate, and are for the purchase of real property located at or near (4)		
consisting of (5)		
and more particularly described in Exhibit A attached hereto and made part of this bid. The bids are subject to all conditions and instructions stated in Section IV below. Scaled bids will be received as follows, and then publicly opened.		
In Room (6)	Street Address (7)	
City (7a)	State (ZIP Code) (7b)	Until (8) O'clock m. On Date (9) .19
Envelopes containing scaled bids with bid deposit in the amount of ten percent (10%) of the bid shall have the hour and date of bid opening indicated thereon, and must be received by the bid receiving office at the above address prior to the time specified above for the opening. Bids not submitted in accordance with these instructions will not be considered.		
(10) THE HEREIN DESCRIBED PROPERTY is <input type="checkbox"/> is not <input type="checkbox"/> subject to taxation while owned by the Government in accordance with Section IV A, 9, page 3 of form, is <input type="checkbox"/> is not <input type="checkbox"/> subject to deed restrictions concerning the decent, safe, sanitary and thermal condition in accordance with Section IV A, 17, page 4 of form, is <input type="checkbox"/> is not <input type="checkbox"/> subject to deed restrictions concerning nondiscrimination, conversion of use, redemption, flood, mudslide hazard, wetland or coastal barrier areas or historic preservation conditions, and is available for bid in accordance with Payment Plan A only <input type="checkbox"/> either Payment Plan A or Payment Plan B <input type="checkbox"/> as stipulated in Section II. <input type="checkbox"/> Special stipulations or deed restrictions are attached hereto as Exhibit B, and made a part hereof by reference.		
(12)		
		(13) (Type Name and Title)
		(Agency)
UNITED STATES DEPARTMENT OF AGRICULTURE		
Section II - BID		
Amount of Bid Deposit: (14)	Date (15) .19	
The undersigned bidder offers to purchase from the United States of America, herein referred to as the Government, the property described on Exhibit A attached hereto, for the sum of (16) dollars (\$ (16)), based on the payment plan indicated below and with full knowledge of and subject to the deed restrictions, if any, set out in Section IV A.17 and in accordance with all conditions enumerated in Section IV, below, provided that this proposal is accepted by the Government within thirty (30) days after the date specified in the invitation for the opening of bids, by notice of such acceptance mailed or otherwise delivered to the undersigned bidder.		
The bidder will sign only one of the following Payment Plans: Payment Plan A: Cash payment in full upon receipt of quitclaim deed.		
		(17)
		(Bidder Signature)
		(Type or Print Bidder's Name)
		(Address-Zip Code-Print or Type)
According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.		

Used by Agency officials to sell inventory property by sealed bid or auction.

NOTE: For Rural Housing property which does not meet "Decent, Safe and Sanitary" (DSS) standards, see instructions for Item (30).

(see reverse)

- PROCEDURE FOR PREPARATION** : RD Instruction 1955-C and RD HB-1-3550.
- PREPARED BY** : Appropriate Agency official.
- NUMBER OF COPIES** : Original and two copies.
- SIGNATURES REQUIRED** : Authorized Agency official and Bidder on original and one copy.
- DISTRIBUTION OF COPIES** : Original and one to Agency inventory property case folders. Copy retained by Bidder. The Appropriate Agency Official will prepare two additional copies of the bid that is accepted. Distribution of copies for bid accepted: Original to representative of Office of the General Counsel when required, for return to State Office after closing of sale. Signed copy to Bidder.

INSTRUCTIONS FOR PREPARATION

(ALL APPROPRIATE ITEMS IN SECTIONS I AND II WILL BE COMPLETED BY AUTHORIZED AGENCY OFFICIAL DURING INITIAL PREPARATION).

- (1) Insert Property Identification Number. (Leave blank if Property Identification Number has not been received.)
- (2) Insert Case Number of prior borrower.
- (3) Insert date form is prepared.
- (4) Briefly state the address or location of the property.
- (5) Briefly state the substance of the property, i.e., "Single Family Residence, Detached," "60 Unit Multiple Family Complex," "Chattel being a former single family dwelling to be removed from premises," etc.
- (6 thru (9) will be completed only when Agency advertises for sealed bids.*
- (6) Insert room number where bids will be opened.
- (7), (7a), and (7b) Insert address of building, including city and state.
- (8) Insert time that bids will be opened.
- (9) Insert date bids will be opened.
- (10) Check appropriate blocks. Check final box if special stipulations or deed restrictions are to be added, such as notifications or restrictions in relation to requirements or findings of RD Instruction 1955-C, Sections 1955.133, 136, 137 or 138.
- (11) If form is used for documenting sale of chattel or chattel and real property insert: "PROVISIONS OF SECTION IV A, 18, REVERSE OF FORM, APPLY".
- (12) Insert the name and title of Agency official authorized to offer property for sale.
- (13) Insert Agency name.
- (14) Insert amount of deposit as authorized in the appropriate Agency instruction.
- (15) Insert date bid is made.
- (16) Insert the total amount of bid.
- (17) Signature off bidder. Type or print name exactly as title is to be vested.

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Payment Plan B: A downpayment in the amount of _____ (18) percent (_____ (18) %) of the amount of the bid in cash will be paid at closing of this sale with the balance payable in no more than (19) equal monthly or (19) annual amortized installments, unless purchaser elects a shorter term, with interest on the unpaid balance calculated at the interest rate in effect at the time the credit sale is approved, which rate is currently _____ (20) percent (_____ (20) %) per annum (21) (and with any balance of the loan to be paid in full not later than the _____ anniversary of the loan.) The bid deposit of the successful bidder will be applied first to the bidder's closing costs with any balance then applied to the downpayment.

The bidder will furnish financial information upon request of the Government.

 (22)
 (Bidder Signature)

 (Type or Print Bidder's Name)

 (Address-Zip Code-Print or Type)

Section III - ACCEPTANCE BY THE GOVERNMENT

This bid is accepted on the basis of Payment Plan _____ (23) for the total principal sum of _____ (24) dollars (\$ _____ (24)), subject to the conditions and instructions in

Section IV and to the approval of credit if Payment Plan B is elected.
 Date of Acceptance _____ (25)

UNITED STATES OF AMERICA
 BY _____ (26)
 (Signature)

 (27)
 (Type Name and Title of Official)

 (28)
 (Agency)

UNITED STATES DEPARTMENT OF AGRICULTURE

Instructions for Preparation (cont.)

- (18) Insert the percent of down payment if credit is to be offered.
- (19) Insert the number of monthly or annual amortized installments if credit is to be offered. Strike out the word equal when not applicable.
- (20) Insert the interest rate to be charged if credit is to be offered.
- (21) Strike out the phrase in parenthesis unless there is a balloon payment due. If this is to be a balloon loan, enter the anniversary on which the balance on the loan is to be paid.
- (22) Signature of bidder. Type or print name exactly as title is to be vested.
- (23) Insert payment plan selected by bidder.
- (24) Insert total bid price.
- (25) Insert date accepted by the Government.
- (26) Signature of official authorized to accept offer.
- (27) Type name and title of official.
- (28) Insert Agency name.

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Section IV - CONDITIONS AND INSTRUCTIONS

A. GENERAL-APPLICABLE TO ALL BIDS:

1. **Bid Deposit.** All bids must be accompanied by certified check, cashier's check, postal money order, bank money order, or bank draft, payable to the (29), for at least ten percent (10%) of the total bid. Deposits of unsuccessful bidders will be returned or refunded. The Government may retain any or all deposits until a final acceptance is made.
2. **Bid Modification.** Any sealed bids may be modified or withdrawn by written or telegraphic request received by the Government prior to the time fixed for opening the bids. Negligence of the bidder in preparing the bid confers no right to withdraw the bid after the time fixed for opening in the case of sealed bids or after the time of submission in the case of bids in writing in conjunction with the highest acceptable bid at a public sale.
3. **Deed to Property.** Within thirty (30) days after acceptance of the bid, the Government shall prepare for the successful bidder a quitclaim deed to the property, and if payment is under Payment Plan B, will also provide the note and security instruments required. The bidder shall deliver the executed instruments to the Government at the time of delivery of the quitclaim deed to the purchaser.
4. **Encumbrances or Defects.** If the purchaser, before receiving a deed and within thirty (30) days after the Government's acceptance of the bid, submits proof of any encumbrances or title defects, the Government may take any necessary remedial action. If the Government does not elect to exercise the right, the purchaser may, if such encumbrance or title defect affects the marketability of the title, rescind the purchase obligation and recover all amounts paid by the purchaser to the Government on account of the purchase price. However, neither the purchaser nor parties claiming under purchaser shall be entitled, under any circumstances, to recover from the Government any damages, interest, or costs on account of any encumbrance or defect affecting the title of the property. Unless proof of encumbrances or defects, other than any enumerated on Exhibit A, is submitted by the purchaser within the time specified above, any and all encumbrances and defects shall be conclusively presumed waived, and the purchaser and any parties claiming under the purchaser shall be forever barred from asserting them against the Government.
5. **Abstracts or Title Evidence.** The Government is not obligated to furnish any abstracts or other title evidence but will permit bidders to inspect its title papers at a place selected by, and at no expense to, the Government.
6. **Accepting the Property.** The purchaser agrees to accept the property as is, in its present condition. No warranty is given on the property or the title thereto.
7. **Loss or Damage to Property.** If, through no fault of either party, the property is destroyed or damaged as a result of fire, vandalism or an act of God between the time of acceptance of the bid and the time the title of the property is conveyed by the Government, the Government will reappraise the property. The reappraised value of the property will serve as the amount the Government will accept from the bidder. However, if the actual loss as determined is less than \$500, payment of the full purchase price is required. In the event the two parties cannot agree upon an adjusted price, either party, by mailing notice in writing to the other, may terminate this contract of sale, and the bid deposit shall be returned to bidder.
8. **Possession Rights.** The purchaser will accept the property subject to the rights of any person or persons in possession of or presently occupying the property or claiming a right to occupy the property.
9. **Payment of Taxes.** If the property while in Government inventory is subject to taxation, the taxes will be prorated between the Government and the purchaser as of the date title is conveyed. If the property is not subject to taxation while in Government inventory, the purchaser will pay all taxes on the property which become due and payable on or after the date the title of the property is conveyed by the Government.
10. **Mineral Rights.** The Government will convey to the purchaser all mineral rights to which it has title.
11. **Acceptance or Rejection of Bids.** The Government may accept any bid or reject any or all bids and may waive any defects therein.
12. **Liquidated Damages.** If the purchaser should fail to comply with any of the terms or conditions hereof, the Government, by mailing notice in writing, may terminate the contract for sale. The earnest money deposit shall be retained by the Government as full liquidated damages except where failure to close is due to non-approval of credit.
13. **Representations Regarding Property.** Representations or statements regarding the property made by any representative of the Government shall not be binding on the Government or considered as grounds for any claim for adjustment in or rescission of any resulting contract. The purchaser expressly waives any claim for adjustment or rescission based upon any representation or statement not expressly included herein.
14. **Member of Congress.** No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of the contract of which these conditions form a part, or to any benefit that may arise therefrom.
15. **Subject to Government regulations.** All bids and resulting contracts shall be subject to the regulations of the Government, now or hereafter in effect.
16. **Documentary Stamps.** The purchaser will be required to purchase and place upon the deed the necessary documentary stamps.

(29) Insert Agency name.

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17. Deed Restrictions (If Applicable). This property contains a dwelling unit or units which the Government has deemed to be inadequate for residential occupancy. The Quitclaim Deed by which this property will be conveyed to the purchaser will contain a covenant binding the purchasers and the property which will restrict the residential unit(s) on the property from being used for residential occupancy until such time as the dwelling unit(s) is structurally sound and habitable, has a potable water supply, has functionally adequate, safe, and operable heating, plumbing, electrical and sewage disposal systems, and meets the Thermal Performance Standards as outlined in Exhibit D, 7 CFR Part 1924, Subpart A. This restriction is required by Section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. § 1480(e).

18. Chattel Property. Where this form is utilized for invitation, bid and acceptance of real and chattel property or chattel property the term "real property" as used herein shall mean real and chattel property or chattel property respectively. Chattel property shall be conveyed by bill of sale.

B. APPLICABLE TO PAYMENT PLAN B:

1. Security Instruments. All deeds and mortgages or other security instruments incident to the sale shall be on Government forms and upon closing shall immediately be filed for record by the Government at the expense of purchaser.

2. Insurance. To protect the Government's security in any buildings and appurtenances, the purchaser shall carry insurance against loss by fire, windstorm, and any other hazards required by the Government. The insurance shall be in an amount and form, and with an insurer, satisfactory to the Government. The original policy with evidence of premium payment shall be delivered to the Government at the time of delivery of the quitclaim deed to the purchaser.

3. Prepayment. The purchaser may pay at any time all or part of the unpaid balance of the purchase price with no prepayment penalty. (For Multiple Family Housing only, purchaser may be subject to prepayment restrictions Section 502(c) of the Housing Act of 1949 as amended, 42 U.S.C. § 1472(c).)

4. Credit Contingency. Government's obligation to convey the property to the bidder is contingent upon its approval of the bidder's creditworthiness for the amount to be borrowed. The bidder agrees to furnish financial information requested by the Government within 30 days of the request.

- (30) (Item 17 of Section IV "Conditions and Instructions" on Page 4 of the form.) If the property does not meet "Decent, Safe and Sanitary" (DSS) standards, the following instructions will be followed:

Insert an asterisk after the preprinted language and at the bottom of the page, add the following language: "See Form RD 1955-44, 'Notice of Residential Occupancy Restriction' which is attached hereto and made a part hereof."

After this language is added, the preprinted language on the form may be cross-out by the purchaser if so desired. Any cross-outs should be initialed by the purchaser and Agency official.