

PROPERTY AUCTION

Cottons

Chartered Surveyors

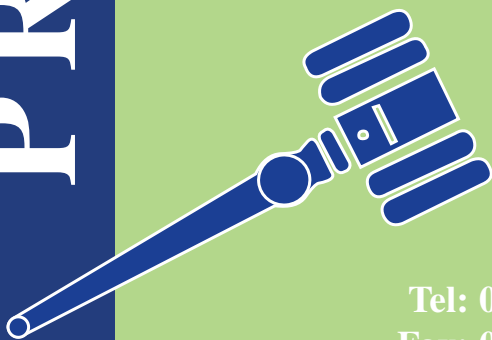
SUMMER AUCTION

WEDNESDAY

25TH JULY 2007

6 PM

THE PAVILION SUITE
WARWICKSHIRE COUNTY
CRICKET CLUB
EDGBASTON
BIRMINGHAM
B5 7QU



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IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

CONDITION OF SALE

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection at the Vendors Solicitors office, 5 working days before the sale and may also be inspected in the sale-room prior to the auction sale but they will NOT then be read.

The purchaser shall be deemed to bid upon these terms whether they have inspected the conditions or not.

AUCTIONEERS ADVICE

If your bid is successful, you will have entered into a binding contract to purchase that particular Lot. It is therefore important that you consider the following:

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. Your legal adviser will make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding.
3. Prior to the sale The Auctioneers will endeavour to provide a guide price, subject to the Vendors consent. This is intended as a guide only and both the reserve and actual sale price may be more or less than the guide price given.
4. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
5. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
6. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fitments, drains and any other pipework, appliances and electrical fitments. Prospective purchasers are advised to undertake their own investigations.
7. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.
8. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price.
9. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property that they have purchased. The Auctioneers have arranged, through their special 'Auction Block Policy', insurance cover for all Lots for a period of 28 days, from the auction date. This insurance is subject to confirmation by the purchaser within 30 minutes of the sale. A certificate of cover, will be issued upon payment of a nominal premium.
10. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity may be required, so make sure that you bring with you a driving licence, passport or other form of identification.
11. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.
12. If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.
13. The Auctioneers reserve the right to photograph successful bidders for security purposes.
14. The successful bidder will be required to pay an Administration Fee of £150(inc VAT), in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased.

FOOTNOTE

If you have never been to an auction before or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. We will do our utmost to help.

Auction Sale

of 37 LOTS

To include a range of Residential and Commercial Vacant and Investment property, Redevelopment Opportunities, Building Plots and Land comprising:

- 26 Freehold Vacant Residential Properties
- 1 Leasehold Vacant Residential Properties
- 3 Residential Investment Properties
- 1 Commercial Investment Properties
- 1 Parcels of Freehold Land
- 3 Residential Development Sites, Building Plots and Redevelopment Opportunities
- 2 Vacant Commercial Properties

ORDER OF SALE

Lot Property

1	122 Willes Road, Birmingham	Freehold Vacant Possession
2	11 Flora Road, Birmingham	Freehold Vacant Possession
3	4 Grange Avenue, Asquith Road, Birmingham	Freehold Residential Investment
4	79 Enville Street, Stourbridge, West Midlands	Freehold Vacant Possession
5	7, Burns Close, Amblecote, Stourbridge, West Midlands	Freehold Vacant Possession
6	583 Willenhall Road, Willenhall, West Midlands	Freehold Vacant Possession
7	25 Knights Close, Birmingham	Leasehold Residential Investment
8	4 The Limes, Osborn Road, Sparkhill, Birmingham	Freehold Vacant Possession
9	11 Hugh Villas, Hugh Road, Small Heath, Birmingham	Freehold Vacant Possession
10	36 Mere Road, Erdington, Birmingham	Freehold Vacant Possession
11	11 Moira Crescent, Yardley Wood, Birmingham	Freehold Vacant Possession
12	166 Tettenhall Road, Wolverhampton	Freehold Vacant Possession
13	Plot 106, Little Hay Lane, Shenstone, Staffordshire	Freehold Land
14	73 Mcghie Street, Hednesford, Cannock, Staffordshire	Freehold Development Opportunity
15	2 & 4 Trafalgar Road, Handsworth, Birmingham	Freehold Pt Investment/Vacant Commercial
16	Wombourne Garden Centre, Poolhouse Road, Wombourne	Freehold Pt Investment/Vacant Commercial
17	42 Birchills Street, Walsall	Freehold Vacant Possession
18	Building Plot Rear Of 10 Castle Road, Tipton, West Midlands	Freehold Building Plot
19	59 Carlyle Road, Edgbaston, Birmingham	Freehold Vacant Possession
20	28 Baker Street, Tipton, West Midlands	Freehold Vacant Possession
21	16 Ash Tree Road, Stirchley, Birmingham	Freehold Vacant Possession
22	7 St. Martins Close, Wolverhampton	Freehold Vacant Possession
23	22 Waterfield Close, Foxyards, Tipton	Freehold Vacant Possession
24	24 Portland Road, Edgbaston, Birmingham	Freehold Investment/Part Vacant Possession
25	147 Mill Lane, Northfield, Birmingham	Freehold Vacant Possession
26	83 Tedbury Crescent, Erdington, Birmingham	Leasehold Vacant Possession
27	12 Ridgeway, Edgbaston, Birmingham	Freehold Vacant Possession
28	Bldg Plot 60 - 62 Sedgley Road, Woodsetton, Dudley, West Mids	Freehold Building Plot
29	60 Castle Road, Tipton, West Midlands	Freehold Vacant Possession
30	68 And 70 Holyhead Road, Handsworth, Birmingham	Freehold Vacant Possession
31	18 Shelton Lane, Halesowen, West Midlands	Freehold Vacant Possession
32	182 Staveley Road, Wolverhampton	Freehold Vacant Possession
33	12 The Paddock, Coseley, Bilston, West Midlands	Freehold Vacant Possession
34	4 Park Avenue, Norton Canes, Cannock, Staffordshire	Freehold Vacant Possession
35	437 Cannock Road, Hednesford, Cannock, Staffordshire	Freehold Commercial Investment
36	18 Dean Road, Birmingham	Freehold Vacant Possession
37	84 Weston Lane, Tysley, Birmingham	Freehold Vacant Possession

Auctioneers Andrew J. Barden MRICS,
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Kevin Hogan, Nada Turton, Jane Moran, Alison Parkes, Tricia Doyle
Hughie McCourt



IMPORTANT NOTICE

PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

New Money Laundering Regulations have been introduced by the Government affecting Auctioneers from 1st March 2004 and governing the way in which auction deposits are taken.

To comply with this Act, we require all purchasers to pay their deposit by any of the following methods:

- **Bank/Building Society Draft**
- **Personal/Company Cheque**
- **Debit Card Payments**

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

- **Credit Card Payments**

(credit card payments are subject to a surcharge of 2%)

Debit & Credit cards will only be accepted when accompanied with a valid PIN

All purchasers will be required to provide proof of both their Identity and Current Address, and we require that all parties intending to bid for any properties must bring with them the following items:

- **Full UK Passport or Driving Licence (for identification)**
- **Either a Recent Utility Bill, Council Tax Bill or Bank Statement**
(as proof of your residential address)

If you have questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the auction department prior to the sale day.

MISREPRESENTATION ACT

The Auctioneers for themselves and for the Vendors or Lessors of the property, whose agents they are, give notice that:

1. The particulars are set out as a general outline only for the guidance of intending purchasers or lessees, and do not constitute nor constitute part of any offer or contract.
2. All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and any other details are given in good faith and are believed to be correct. Any intending purchasers or tenants should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
3. No person in the employment of the Auctioneers has authority to make any or give any representation or warranty whatever in relation to these properties.



LOT 1

Freehold Vacant Possession

**122 Willes Road, Winson
Green, Birmingham
B18 4PX**

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating, smoke alarms and emergency lighting. Willes Road itself leads directly off Handsworth New Road (A4040) and is set in an established residential area. The property is approximately within one mile of City Hospital on the Dudley Road and one mile in the opposite direction from the main shops and amenities located on the Soho Road (A41).

Accommodation:

Ground Floor:

Entrance Hallway, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

Two double Bedrooms and a Shower Room having shower cubicle, WC and pedestal wash hand basin.



Outside:

(Front) - Small walled foregarden

(Rear) - Paved yard

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 2

Freehold Vacant Possession

**11 Flora Road,
Hay Mills, Birmingham
B25 8BH**

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a small walled foregarden. The property benefits from having well laid out accommodation, some UPVC double glazed windows and modern kitchen units. Flora Road is a cul-de-sac located off Deakins Road which in turn is found from Coventry Road (A45) which provides easy access to Birmingham City Centre and direct access to Birmingham International Airport and junction 6 of the M42 motorway.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Living Room, Lounge, Inner Lobby, Dining Room and Kitchen.

First Floor:

Three Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC



Outside:

Front Walled foregarden

Rear Lawned garden with brick built store

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



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LOT 3**Freehold Residential Investment**

**4 Grange Avenue,
Asquith Road,
Birmingham B8 2HN**

Property Description:

A traditional mid terraced house of brick construction with pitched tile clad roof, benefiting from gas fired central heating and mostly double glazed windows. The property is accessed by way of a pedestrian walkway off Asquith Road and forms part of a row of six terraced houses. The property is currently let on an Assured Shorthold Tenancy at a rental of £330 per calendar month (£3,960 per annum).

Accommodation:

Whilst the accommodation has not been inspected by the Auctioneers we understand that it comprises of the following:

Ground Floor

Front Reception Room, Dining Kitchen, Bathroom with panelled bath having shower over, pedestal wash basin and wc

First Floor

Stairs and Landing, Bedroom One, Bedroom Two

**Outside**

(Front) Lawned foregarden
(Rear) Yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 4**Freehold Vacant Possession**

**79 Envile Street,
Stourbridge, West
Midlands DY8 1XW**

Property Description:

A mid terraced property of rendered construction surmounted by a tile clad roof directly fronting the pavement. The front section of the property has previously been used as a hairdressers whilst the rear and first floors house living accommodation. The property requires complete modernisation and improvement throughout including the provision of a bathroom and kitchen. Envile Street (A458) is a continuation of Bridgnorth Road (A458). The property itself is within walking distance to the main shopping area in Stourbridge which provides a wide range of shops and amenities.

Accommodation:**Ground Floor**

Front Reception Room/Barbers Shop.
To the rear Lounge and Lean to

First Floor

Stairs and Landing, Two Bedrooms



Outside – Shed, store and WC

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Viewings

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**7 Burns Close,
Amblecote, Stourbridge,
West Midlands DY8 4NF**

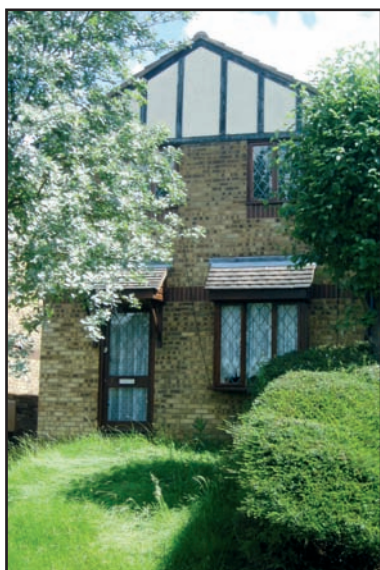
Property Description:

A modern detached house of cavity brick construction surmounted by an interlocking tile clad roof and requiring cosmetic improvement throughout. The property benefits from gas fired central heating, off road parking and a generous rear garden. The property is located in a cul-de-sac containing a range of similar modern dwellings and leading off Welland Drive which in turn leads off Old Hall Close. Stourbridge Town Centre lies within less than one mile distance to the south which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor
Entrance Hall, Lounge, Open Plan
Dining Kitchen

First Floor
Stairs and Landing, Bedroom One,
Bedroom Two, Bedroom Three,
Bathroom with panelled bath, pedestal
wash basin and wc



Outside
(Front) Lawned foregarden and
tarmacadamed driveway providing
ample off road parking

(Rear) Good size garden

Vendors Solicitors

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Viewings

Via Cottons – 0121 247 2233



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583 Willenhall Road, Willenhall, West Midlands WV13 3LP

Property Description:

A traditional mid terraced house of rendered brick construction surmounted by a pitched slate clad roof offered for sale in a presentable condition and benefiting from gas fired central heating, UPVC double glazed windows and well laid out accommodation. The property is located close to the junction with Neachells Lane and fronts Willenhall Road (A454) which provides convenient access to Wolverhampton City Centre being within approximately two miles distance to the west.

Accommodation:

Ground Floor
Entrance Hall, Reception Hall, Front Reception Room, Rear Reception Room, Dining Kitchen with a range of modern wooden effect units, built in oven, hob and cooker hood, Utility Room.

First Floor

Stairs and Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom with modern suite comprising panelled bath with shower over, pedestal wash basin and wc

Outside

(Front) Paved foregarden set back from the road behind a wall, shared pedestrian entry access to rear

(Rear) Paved patio and a long garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 7**Leasehold Residential Investment****25 Knights Close,
Erdington, Birmingham,
B23 7NN****Property Description:**

A ground floor studio flat forming part of a purpose built block set back from the road behind communal gardens and parking area. The property benefits from having well laid out accommodation, electric heating and is offered for sale in presentable condition. Knights Close is located off Hunton Hill close to the junction where the road meets Gravelly Hill North. The property itself is within half a miles distance of the High Street in Erdington which provides a wide range of shops and amenities. The property is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £350 per calendar month (£4,200 per annum)

Accommodation:

Ground Floor

Communal Entrance with secure entry system, Reception Room/Bedroom, Kitchen, Dressing Area and Shower Room having shower cubicle, low level WC and pedestal wash hand basin.



Outside

Communal gardens

Leasehold Information

Term: 120 Years from 24th June 1982

Ground Rent: £20 per annum

Service Charge: Refer to Legal Pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 8**Freehold Vacant Possession****4 The Limes,
Osborn Road, Sparkhill,
Birmingham B11 1PX****Property Description:**

A traditional mid terraced house of brick construction surmounted by a replacement tile roof. The property benefits from part gas fired central heating but requires cosmetic improvement throughout. The property is situated in a row of similar terraced houses accessed by way of a pedestrian walkway which leads directly off Osborn Road between the junctions of Abbotsford Road and Holder Road. The property is conveniently located within approximately one quarter of a mile distance from Stratford Road (A34) providing access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Entrance Hall, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc

First Floor

Stairs and Landing, Bedroom One, Bedroom Two, Bedroom Three



Outside

(Front) Paved foregarden

(Rear) Paved yard and garden area with shared pedestrian access

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Viewings

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LOT 9**Freehold Vacant Possession****11 Hugh Villas,
Hugh Road, Small Heath,
Birmingham B10 9AN****Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof and providing well laid out accommodation benefiting from three bedrooms, mostly double glazed windows and gas fired central heating. The property forms part of a terrace of similar dwellings located off Hugh Road and accessed by way of a pedestrian walkway. Hugh Road forms part of a traditional and predominantly residential area and is situated off Charles Road which in turn provides a link between Bordesley Green (B4128) and Coventry Road.

Accommodation:

Ground Floor
Entrance Hall, Lounge, Dining Room,
Breakfast Room, Kitchen

First Floor

Stairs and Landing, Three Bedrooms,
Bathroom with panelled bath, pedestal
wash basin and wc



Outside
(Front) Walled foregarden
(Rear) Brick store, wc and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 10**Freehold Vacant Possession****36 Mere Road,
Erdington, Birmingham
B23 7LH****Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a small walled foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating with new combination boiler, three double bedrooms and is offered for sale generally in presentable condition. Mere Road is set in an established residential area and located between both George Road and Slade Road. The property is within walking distance to the main shops and amenities located on Slade Road as well as Highcroft Hospital. The property is also within half a miles distance from the main shops and amenities located on Erdington High Street.

Accommodation:

Entrance Hallway, Front Reception
Room, Rear Reception Room, Kitchen,
Inner Lobby with door to rear,
Bathroom having panelled bath,
pedestal wash hand basin and WC



First Floor:
Stairs and Landing, three double
Bedrooms

Outside:
(Front) - Walled foregarden
(Rear) - Paved garden with garage
allowing for off road parking accessed
via a service road to the rear

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Viewings

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**11 Moira Crescent,
Yardley Wood,
Birmingham B14 4EL****Property Description:**

A mid terraced house of part rendered brick construction with pitched tile clad roof, benefiting from gas fired central heating, double glazed windows, and off road parking but requiring some modernisation and improvement. The property is situated in a small Crescent off Pendeen Road which in turn leads off Yardley Wood Road. Yardley Wood Railway Station is within three quarters of a mile distance and a wide range of retail services and amenities are located on Stratford Road, Shirley (A34) being within approximately one and a half miles distance.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hall, Lounge,
Dining Kitchen

First Floor

Stairs and Landing, Bedroom One,
Bedroom Two, Bathroom with panelled
bath, pedestal wash basin and wc

Outside

(Front) Paved foregarden providing off
road parking

(Rear) Good sized lawned garden

**Vendors Solicitors**

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Viewings

Via Cottons – 0121 247 2233

**WE ARE ASSEMBLING LOTS
FOR OUR NEXT SALES**

Thursday 13th September 2007

CALL THE AUCTION TEAM NOW

0121 247-2233

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166 Tettenhall Road, Wolverhampton WV6 0BQ

Property Description:

A traditional mid terraced three storey villa of brick construction surmounted by a predominantly slate clad roof, having a rendered front elevation and benefiting from well laid out accommodation which includes three reception rooms, four bedrooms, cellar and conservatory, and further benefits from mostly double glazed windows, gas fired central heating, off road parking, security alarm and a range of original character features. The property is located close to the junction with New Hampton Road West, within one and a half miles distance to the west of Wolverhampton City Centre and forms part of a well regarded and sought after area being close to St Peter's Collegiate School and Wolverhampton Girls High School.

Accommodation:

Ground Floor
Vestibule Entrance, Reception Hall, access to Cellar with utility area, Cloak Room with wc, Front Reception Room, Rear Reception Room, Dining Room, Kitchen, Double Glazed Conservatory/Sun Room

First Floor

Stairs and Landing, Separate wc, Bedroom One, Bedroom Two, Bedroom Three, Bathroom with traditional suite comprising cast iron roll top bath, vanity wash basin, wc and glazed shower enclosure

Second Floor

Stairs to Attic Bedroom Four

Outside

(Front) Mature gravelled foregarden set behind a wall and iron railings
(Rear) Paved yard and garden with vehicular access off New Hampton Road West

Vendors Solicitors:

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Viewings:

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Find us on the web @

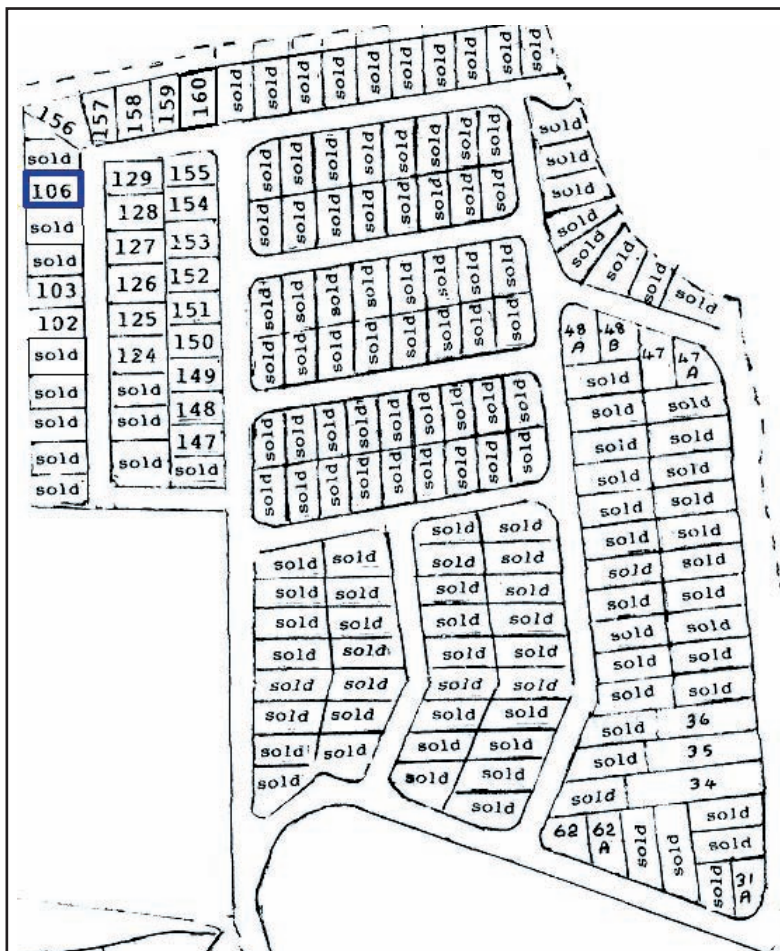
www.cottons.co.uk

E-mail: auctions@cottons.co.uk



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Plot 106, Little Hay Lane, Shenstone, Staffordshire

Land Description:

A parcel of land extending to approximately 500 sq m (0.1 acres) and currently comprising of open countryside within the Green Belt and on the outskirts of the village of Little Hay, located approximately three miles north of Sutton Coldfield Town Centre and with convenient access to the new M6 Toll Road, cities of Lichfield and Birmingham, The Belfry and the NEC. The plot forms part of a proposed development and is offered as a potential single building plot for possible future development of one detached property if planning consent is granted at some future date.

All planning enquiries should be taken up with Lichfield District Council, Planning Department on 01543 308197. The present owners will be responsible for the ongoing maintenance and upkeep of the site until such time as any planning approvals may be granted.

Vendors Solicitors

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Viewings

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ADMINISTRATION FEE

An administration fee of £150 (inc. VAT) will be payable in addition to the 10% deposit (subject to a minimum deposit of £2000), which is payable on each lot purchased. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful. Should the purchaser not be able to pay the required fee on the day then the fee will be added to the completion balance.

If you have any questions then please do not hesitate to contact the Auction Team prior to the sale day on 0121 247 2233.





73 McGhie Street, Hednesford, Cannock, Staffordshire WS12 4AW

Property Description:

A freehold residential development site extending to an area of 0.59 acres (2387.73 metres squared) approximately and currently containing a two storey end terraced property and builders storage yard to the rear. The site is situated in a predominantly residential area containing a mix of modern and traditional housing. McGhie Street is situated between High Mount Street and Station Road which provides easy access to Cannock Town Centre and being within approximately two miles distance.

Planning:

The site benefits from outline planning permission (reference CH/04/0413 dated 21 February 2005) for the residential development of 16 apartments, 12 No two bedrooms and 4 No one bedrooms.

The planning consent is subject to a Section 106 Agreement under the Town and Country Planning Act 1990 and specifies a contribution of £11,104 is required in accordance with Council adopted policy to upgrading open space in the locality. Also an agreement is required to be entered into for a maintenance plan for the road access into the site. Copies of both Planning Consent and Section 106 Agreement are available for inspection at the Auctioneer's office.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





2/4 Trafalgar Road, Handsworth, Birmingham B21 9NH

Property Description:

A purpose built Doctors Surgery occupying a substantial site on the corner of Trafalgar Road and Rookery Road. The building is single storey and of brick and tile construction, being completed circa 1997. The current owners have been in practice as Handsworth Medical Practice since 1989, and the Surgery is now well established and benefits from a heavily populated catchment area. The site currently contains the following;

1. Handsworth Medical Practice

A Doctors Surgery offered for sale with vacant possession. The property provides substantial accommodation and extends to approximately 468sq.m. (5,038sq.ft.), all in very presentable condition.

2. Soho Pharmacy

A self contained Unit adjoining the Surgery, located on the east side of the site, currently let as a Pharmacy by way of an 18 year Lease which commenced 1 April 1999 at a rental of £30,000 per annum. The Lease provides for rent reviews on every third anniversary, an obligation to pay as rent to the landlord 18% of the insurance premium (for the whole building) and is on internal repairing terms only.

The site also benefits from a car park extending to approximately 0.19 Acres (932sq.yards.)

In addition there is a secondary car park which is included in the title (The area outlined red on the plan) which extends to an area of approximately 0.12 Acres (580sq.yards)m and it will be necessary to obtain approval from Local Authority prior to the transfer of this land to a third party.

Trafalgar Road itself runs directly off Rookery Road which in turn runs directly off Soho Road (A41),

providing a wide range of local shops and amenities. Handsworth is a predominantly residential area located approximately 2 miles to the North West of Birmingham City Centre and 2.5 miles to the South East of West Bromwich Town Centre.

Accommodation:

Handsworth Medical Practice

Waiting Room with reception desk, separate WC, disabled WC, access to Pharmacy, 5 Surgery Rooms, 2 Nurses Rooms, 8 Rooms providing a Secretary's Office, Practice Manager's Office, Records Office, Treatment Room, Chiro Room, Common Room, 2 Staff Rooms, Plant Room, a Staff Toilet and Kitchen.

Gross Internal Area – 468sq.m.
(5,038sq.ft.)

Soho Pharmacy

Retail Area extending to 96sq.m. (1,031 sq ft), Store Room and separate WC.

The Total Site Area:
Area outlined Blue on the plan – 0.44 Acres (2,129sq.yards)
Area outlined Red on the plan – 0.12 Acres (580.yards)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Important Note: The sale of this property is conditional on the issue by the Secretary of State for Health of a certificate pursuant to section 259 of the National Health Service Act 2006. All interested parties should refer to the legal pack/ vendors solicitors for clarification of this matter prior to bidding.



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 13th September 2007 at Villa Park, please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



COTTONS
THE AUCTIONEERS





Wombourne Garden Centre, Pool Head Road, Wombourne, South Staffordshire WV5 8AZ

Property Description:

A valuable business opportunity comprising of a freehold nursery/garden centre with craft centre and established gymnasium. The premises are accessed by way of a driveway off Pool House Road and situated on the western outskirts of Wombourne adjacent to open fields and countryside. Wombourne itself comprises of a large village lying approximately four miles distance to the south west of Wolverhampton City Centre (via the A449) and having a population of approximately 15,000 (2001 census). The site extends to an area of approximately 1.37 acres (0.55 hectares) and includes the driveway which is subject to rights of way in favour of adjacent occupiers.

Accommodation:

The garden centre/nursery comprises an external plantaria which is typically equipped for the display of plants and other sundry garden items, a craft shop which extends to an area of 107 sq metres (1,152 sq ft), five glass houses which are used for both retail and growing, a five bay warehouse which is now being used as a gymnasium (with an empty storage bay) and also a children's play area and car park/storage yard.

We are informed by the vendor that the Garden Centre has been let on a lease at £800 per calendar month (£9,600 per annum), but that vacant possession will be given on completion. Likewise, the gymnasium has been let at a rental of £800 per calendar month (£9,600 per annum), and again we are informed vacant possession will be given on completion. The craft centre is let on a Lease expiring 28th July 2007 at a rental of £650 per calendar month (£7,800 per annum).

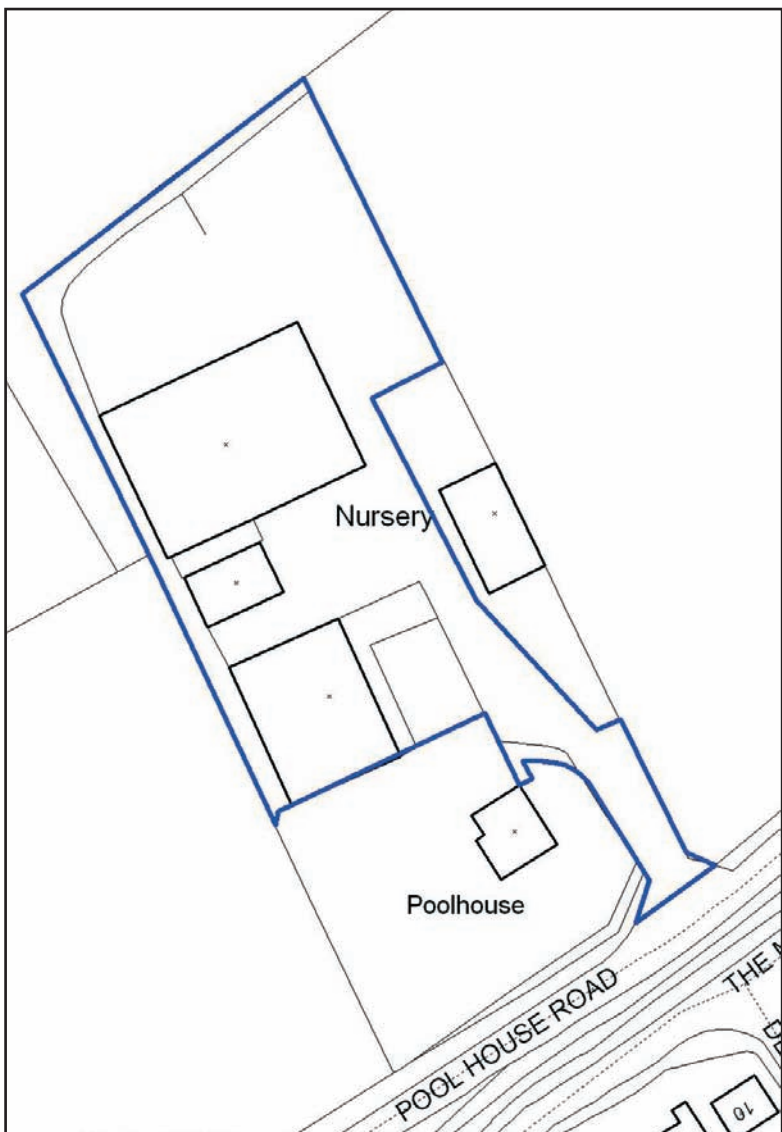
Note the buyer will be responsible for the cost in separation of the mains services being gas and electricity, water and sewer which are currently shared with the residential property known as the Pool House.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





42 Birchills Street, Walsall, WS2 8NG

Property Description:

A substantial detached building, which is presently sub-divided into two self contained bedsits, with a further unit to the rear, which may suit a variety of purposes including residential, subject to obtaining the appropriate Planning Permissions. The property has recently undergone partial refurbishment work and would provide an ideal investment opportunity, subject to several finishing works.

The property is located adjacent the Golden Lion Public House and the Walsall Canal. Birchills Street itself runs between Blue Lane West and Hollyhedge Lane, to the North of Walsall Town Centre, which is approximately 0.75 miles distant.

Accommodation:

Ground Floor Bedsit
Communal Entrance, Bed sitting room with integral Kitchen, Modern Bathroom

Ground Floor Unit
Separate pedestrian access, Unit with floor area extending to approximately 679sq.m. (731sq.ft.)

First Floor Bedsit
Communal Entrance, Bed sitting room with integral Kitchen, Modern Bathroom

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

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Building Plot Rear of 10 Castle Road, Tipton, West Midlands DY4 8EA

Property Description:

A parcel of freehold former garden land, roughly square shaped, extending to an area of approximately 320sq.m and benefiting from outline planning consent for the erection of a dormer bungalow. The land is situated to the rear of 10 Castle Road and enjoys direct road frontage onto Kenilworth Close which comprises of a cul-de-sac containing a range of modern residential dwellings. Castle Road leads directly off Birmingham New Road (A4123) and the plot is conveniently within approximately one and a quarter miles distance from Dudley Town Centre providing a wide range of amenities and services.

Planning:

The land benefits from outline planning consent granted by Sandwell Metropolitan Borough Council (Ref: DC/06/46172 and dated TBC) for the erection of a detached dormer bungalow.

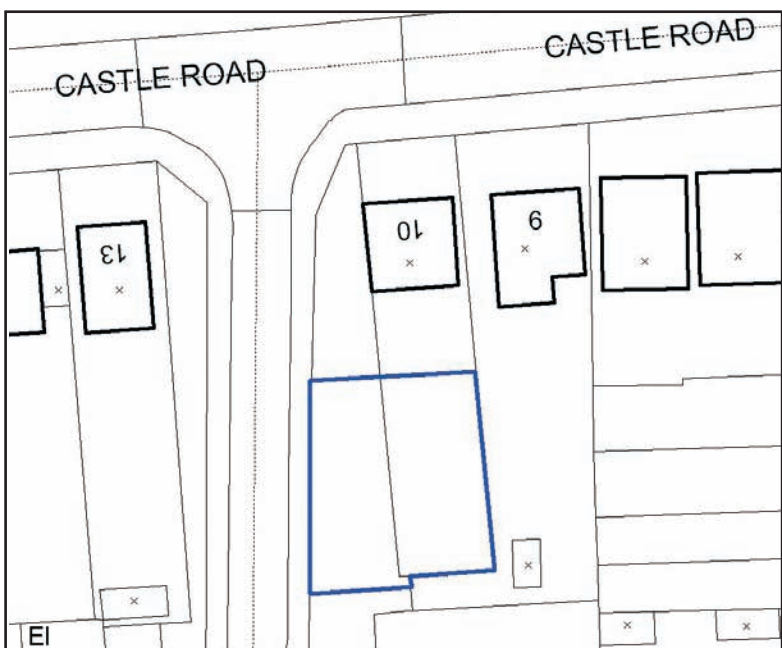
Copy of the planning consent is available for inspection at the auctioneers' offices.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





59 Carlyle Road, Edgbaston, Birmingham B16 9BH

Property Description:

A substantial three storey mid terraced property of rendered brick construction surmounted by a tile clad roof set back from the road behind a hedged and walled foregarden. The property benefits from having been converted to provide two separate self contained flats, a ground floor flat providing two bedrooms and a further flat to the first and second floor providing four bedrooms. Both flats benefit from having well laid out accommodation, UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fitments and are offered for sale in presentable condition. Carlyle Road is situated in an established residential area and can be located off Waterworks Road and Stirling Road which in turn runs onto the Hagley Road (A456) which provides direct access by public or private transport to Birmingham City Centre being within approximately a mile and a quarter distance, and the property therefore provides excellent investment potential appealing to a range of professional tenants seeking quality accommodation in close proximity to the city centre. We understand from the vendor that the property has previously been let with the ground floor flat producing £550 per month (£6,600 per annum) and three of the four bedrooms on the first and second floors let producing £840 per month (£10,080 per annum).

Accommodation:

Ground Floor
Communal Entrance Hallway
Ground Floor Flat
Lounge/Dining Room, Cellar, Kitchen, Two Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC

First Floor Flat
Lounge with archway to Kitchen, Two Bedrooms and Bathroom having panelled bath with electric shower over, WC and pedestal wash hand basin

Second Floor
Two Bedrooms and Bathroom having panelled bath, WC and pedestal wash hand basin.

Outside
Front: Walled and hedged foregarden
Rear: Patio and lawned garden separated for individual flats

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £150 (inc VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Acceptable payment methods are as follows:

- Bank/Building Society Draft
- Personal/Company Cheque
- Debit Card Payments

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

- Credit Card Payments
(Credit card payments are subject to a surcharge of 2%)

If you need any help please contact the Auction Team
Tel 0121 247 2233



LOT 20**Freehold Vacant Possession****28 Baker Street, Tipton,
West Midlands DY4 8JX****Property Description:**

A semi detached property of rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a tarmacadam driveway allowing for off road parking for numerous vehicles. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating, conservatory, and is offered for sale in a presentable condition. Baker Street is set in an established residential area and is found off the Birmingham New Road (A4123) which gives direct access to both Wolverhampton and Birmingham City Centres. The property is also within a mile and a half distance from Dudley Town Centre.

Accommodation:**Ground Floor:**

Entrance Porch, Entrance Hallway, Lounge, Kitchen, Conservatory and Shower Room having shower cubicle, WC and pedestal wash hand basin

**First Floor:**

Three Bedrooms and Bathroom having panelled bath, pedestal wash hand basin and WC

Outside:

(Front) – Tarmacadam covered front garden allowing for off road parking
(Rear) – Patio area and lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 21**Freehold Vacant Possession****16 Ash Tree Road,
Stirchley, Birmingham
B30 2BJ****Property Description:**

A traditional mid terraced villa of brick construction surmounted by a pitched replacement tile clad roof and requiring complete modernisation and improvement throughout. Ash Tree Road is situated directly off Pershore Road (A441) in an established mixed area containing a range of traditional residential housing along with a variety of retail and commercial premises.

Accommodation:**Ground Floor**

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms (Bedroom Two intercommunicating)

Outside

(Front) Small gravelled foregarden
(Rear) Yard and garden with shared pedestrian access

**Vendors Solicitors**

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 22

Freehold Vacant Possession

7 St Martins Close, Wolverhampton WV2 2BQ

Property Description:

An end town house of brick construction surmounted by an interlocking tile clad roof and set back from the road behind a gravelled foregarden and paved driveway allowing access to car port. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in presentable condition. St Martins Close is a cul-de-sac located off Dixon Street which is located between the Bilston Road (A41) and Thompson Avenue (A4123) the latter of which provides direct access to Wolverhampton and Birmingham City Centres. Wolverhampton City Centre itself is within approximately one miles distance.

Accommodation:

Ground Floor:

Entrance Porch, Lounge, Kitchen/Diner, Inner Lobby and Wet Room housing low level WC and electric shower



First Floor:

Two Bedrooms and Bathroom having corner bath, pedestal wash hand basin, separate WC

Outside:

(Front) – Paved driveway, car port and gravelled foregarden

(Rear) – Lawned garden with store shed

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 23

Freehold Vacant Possession

22 Waterfield Close, Foxyards, Tipton, West Midlands DY4 8BB

Property Description:

A semi detached property of brick construction surmounted by an interlocking tile clad roof and set back from the road behind a tarmacadamed driveway leading to garage and providing off road parking. The property benefits from having well laid out accommodation, majority UPVC double glazed windows, gas fired central heating, and is offered for sale in presentable condition. 22 Waterfield Close is located in a cul-de-sac in a popular residential area, and is found off Foxyards Road, which in turn is located off Sedgeley Road (A457).

Accommodation:

Ground Floor

Entrance Hallway, L shaped Lounge, Kitchen

First Floor

Stairs and Landing, Two Bedrooms and Bathroom having panelled bath with electric shower over, pedestal wash basin and WC



Outside (front) – Tarmacadamed driveway leading to garage.

Outside (rear) – Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





24 Portland Road, Edgbaston, Birmingham B16 9HU

Property Description:

A substantial three storey traditional semi detached house of brick construction surmounted by a pitched replacement tile clad roof and providing an ideal investment opportunity having been converted several years ago to form five self contained flats. Each flat provides well laid out accommodation and whilst the property is generally in need of modernisation and improvement throughout, each flat benefits from separate gas fired central heating systems along with electricity and gas meters and also provides ample off road parking which includes two lock up garages to the rear. The property is situated fronting Portland Road, set back behind a forecourt parking area and is within approximately 200m distance from Hagley Road (A456) which provides direct access to Birmingham City Centre. Four of the five flats are currently let on Assured Shorthold Tenancy Agreements, producing a total rental of £1,400 per month (£16,800 per annum). A breakdown of the individual flats is detailed below and a copy of the Tenancy Agreements are available to view from the Auctioneers' office.

Rental Information:

Flat 1 - £325 per month (£3,900 per annum)

Flat 2 - £325 per month (£3,900 per annum)

Flat 3 – Vacant

Flat 4 - £350 per month (£4,200 per annum)

Flat 5 - £400 per month (£4,800 per annum)

Total Rental £16,800 per annum

Accommodation:

Ground Floor

Reception Hall

Flat One (not inspected)

Reception Hall, Lounge, Kitchen, Double Bedroom, Bathroom with panelled bath, pedestal wash basin and wc

Flat Two

Reception Hall, Lounge, Kitchen, Double Bedroom, Bathroom with panelled bath, pedestal wash basin and wc

First Floor

Stairs and Landing

Flat Three

Reception Hall, Lounge, Kitchen, Double Bedroom, Bathroom with panelled bath, wash basin and wc

Flat Four

Reception Hall, Lounge, Kitchen, Double Bedroom, Bathroom with panelled bath, wash basin and wc

Second Floor

Stairs and Landing

Flat Five

Reception Hall, Large Lounge, Double Bedroom One, Dining Room, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc, Double Bedroom Two and Box Room/Study

Outside

Tarmacadamed forecourt, side driveway to rear parking area and two garages

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 25

Freehold Vacant Possession

**147 Mill Lane,
Northfield, Birmingham
B31 2RN**

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from a side driveway leading to a rear parking space, UPVC double glazed windows and external doors but requiring complete modernisation and improvement throughout. Mill Lane is situated off Hawkesley Mill Lane which in turn leads off Bristol Road South (A38) and conveniently within approximately three quarters of a mile distance from Northfield Shopping Centre providing a wide range of amenities and services.

Accommodation:

Ground Floor:

Front Reception Room, Inner Hall, Rear Reception Room, Kitchen

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two (intercommunicating), Bathroom with bath, pedestal wash basin and wc



Outside:

(Front) Foregarden bordered by a privet hedge, side driveway (subject to third party rights of way) leading to rear (Rear) Paved yard with brick stores and wc, garden and off road parking space

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 26

Leasehold Vacant Possession

**83 Tedbury Crescent,
Erdington, Birmingham
B23 5NG**

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof providing well laid out accommodation, benefiting from a rear ground floor extension but requiring cosmetic improvement and modernisation throughout. Tedbury Crescent forms part of an established residential area located via Court Farm Road off Short Heath Road and the property is conveniently within approximately one mile distance from both Erdington High Street providing a wide range of retail amenities and services and Erdington Railway Station.

Accommodation:

Ground Floor

Entrance Hall, Living Room, Dining Room opening to Kitchen, Bathroom with modern suite comprising of bath, pedestal wash basin and wc

First Floor

Stairs and Landing, Bedroom One with en-suite cloak room having wc and wash basin, Bedroom Two, Bedroom Three



Outside

(Front) Lawned foregarden with pedestrian entry access to rear (Rear) Yard and garden

Leasehold Information

Term: 99 years from 1st May 1988

Ground Rent: £125 per annum (rising during the term)

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS



**12 Ridgeway,
Edgbaston, Birmingham
B17 8JA**

Property Description:

A three storey mid terraced property of brick construction surmounted by a tile clad roof and set back from the road behind a walled foregarden and path way. The property benefits from having been refurbished to a high standard including UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and a stairwell leading to a loft room.

The Ridgeway is found in an established and popular residential area and is located between Wadhurst Road and Portland Road (B4125), the latter providing easy access to Birmingham City Centre being within approximately one and a half miles. The property is also within a quarter of a mile distance from the main high street in Bearwood which provides a wide range of shops and amenities.

Accommodation:

Ground Floor:
Entrance Hallway, Front Reception Room, Rear Reception Room, Kitchen



First Floor:

Two Bedrooms and Bathroom having double sink unit, free standing bath, low level WC, stairs to

Second Floor:

Loft Room

Outside:

Front: Walled foregarden
Rear: Garden

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Building Plot 60 – 62 Sedgley Road, Woodsetton, Dudley, West Midlands DY1 4NG

Property Description:

A parcel of freehold land, rectangular in shape and extending to an area of approximately 0.1 acres (400sq.m) and benefiting from planning consent for the erection of one pair of semi detached houses with integral garages.

The site has a frontage of approximately 11.4m (37ft) and is situated in a row of residential dwellings between a traditional detached house and a pair of modern semis.

The plot is located close to the junction with Fox Street and Sedgley Road (A457) leads directly off Birmingham New Road (A4123). Both Sedgley and Dudley Town Centres are within approximately one and a half miles distance.

Planning:

The plot benefits from planning consent granted by Dudley Metropolitan Borough Council (Ref: P05/2748 and dated 17th February 2006) for the erection of one pair of semi detached houses with integral garages.

A copy of the planning consent is available for inspection at the auctioneers' offices.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





60 Castle Road, Tipton, West Midlands DY4 8DZ

Property Description:

An extended, detached bungalow surmounted by an interlocking pitched tile clad roof set back from the road behind a walled foregarden and driveway allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating and is offered for sale in presentable condition. Castle Road is located between Shrubbery Avenue and Birmingham New Road (A4123) which gives direct access to both Wolverhampton and Birmingham City Centres. The property is also within approximately one and a half miles of Dudley Centre which provides a wide range of shops and amenities.

Accommodation:

Ground Floor:
Lounge, Bedroom 1, Dining Room, Bedroom 2 intercommunicating with Bathroom having panelled bath, pedestal wash hand basin, low level WC and shower cubicle, Bedroom 3, Kitchen and Sun Room

Outside:

(Front) – Walled foregarden and drive way
(Rear) – Garage providing two rooms and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



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68 And 70 Holyhead Road, Handsworth, Birmingham B21 0LH

Property Description:

A pair of substantial two storey, period residences built in approximately 1854 and occupying a large rectangular site extending to an area of approximately 0.66 acres (0.27 hectares). The properties comprise of a brick built detached house (number 68) surmounted by a slate clad roof and a brick built semi detached house (number 70) surmounted by a replacement tile clad roof. Each property has similar extensive accommodation which is in need of complete modernisation and improvement and both benefit from vehicular access from Holyhead Road to driveway providing ample off road parking and leading to a large traditional built coach house located at the rear. The properties are set back from Holyhead Road (A41) behind a lawned foregarden and driveway and are conveniently located within approximately half a mile distance from Soho Road which provides a wide range of retail amenities and services and approximately one mile distance from the M5 Motorway (junction 1).

Planning:

Both properties are currently used as residential dwellings however may provide scope for a variety of uses subject to obtaining a relevant planning consent. All interested parties are strongly advised to discuss any proposals which they may have with the Local Planning Authority at Birmingham City Council prior to bidding.

Accommodation: 68 Holyhead Road

Ground Floor

Entrance, Reception Hall, Access to Cellar which comprises of a Hallway and Four Separate Rooms, Front Reception Room One, Front Reception Room Two, Rear Reception Room,

Wash/Cloak Room, Dining Kitchen, Utility Room/Office

First Floor

Stairs and Gallery Landing, Separate WC, Bedroom One (double), Bedroom Two (double), Bedroom Three (double), Bathroom with bath and pedestal wash basin, Bedroom Four (double) intercommunicating with Bathroom Two having bath and wash basin along with access to a loft store room and intercommunicating with Bedroom Five (double)

Accommodation: 70 Holyhead Road

Ground Floor

Entrance, Reception Hall, access to Cellar having a hallway and Four Separate Rooms, Front Reception Room One, Front Reception Room Two, Rear Reception Room, Bathroom with bath, pedestal wash basin and wc, Dining Kitchen, Utility Room/Office

First Floor

Stairs and Gallery Landing, Separate WC, Bedroom One (double), Bedroom Two (double), Bedroom Three (double), Bathroom, Bedroom Four (double), Bedroom Five (double) with stairs to Attic Store Room

Outside (68 and 70)

(Front) Full width lawned foregarden with a wide shared driveway providing ample off road parking and leading to the rear

(Rear) Each property has a brick paved yard area, a traditional built coach house and an extensive rear garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 31**Freehold Vacant Possession****18 Shelton Lane,
Halesowen,
West Midlands B63 2XE****Property Description:**

A traditional semi detached house of brick construction surmounted by a pitched tile roof and benefiting from gas fired central heating, UPVC double glazed windows and well laid accommodation. The property also benefits from ample off road parking, garage and three good sized bedrooms. Shelton Lane forms part of an established and predominantly residential area leading off Colman Hill which in turn leads off Drew's Holloway (A458).

Accommodation:

Ground Floor

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen/Breakfast Room

First Floor

Stairs and Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom with roll top bath, wash basin, Separate WC



Outside

(Front) Paved foregarden and tarmacadamed driveway providing ample off road parking leading to integral garage, side drive and yard with scope for extension (subject to planning permission), Integral store

(Rear) Store/utility and lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 32**Freehold Vacant Possession****182 Staveley Road,
Wolverhampton, West
Midlands WV1 4RJ****Property Description:**

A three story semi detached property of part rendered brick construction surmounted by a tile clad roof set back from the road behind a small walled foregarden. The property benefits from having well laid out accommodation, gas fired central heating and is offered for sale in presentable condition. The property would provide an ideal letting opportunity being situated in a popular and established student letting area of Wolverhampton and is within less than a quarter of a mile distance from the University of Wolverhampton. Staveley Road is located between Leicester Street and Waterloo Road, and the property itself is close to the junction with Sherwood Street.

Accommodation:

Ground Floor

Entrance Hallway, Living Room, Dining Room, Kitchen, Inner Lobby, Shower Room having shower cubicle, WC and pedestal wash basin.

First Floor

Three Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC, stairs to



Second Floor:

Two Bedrooms

Outside

Front: Walled foregarden

Rear: Lawned garden and patio area

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 33

Freehold Vacant Possession

12 The Paddock. Coseley, Bilston, West Midlands WV14 8XZ

Property Description:

A detached residential dwelling occupying a triangular shaped plot and currently providing single storey accommodation which is in a dilapidated condition and in need of extensive repair. The property itself is situated close to the junction with Southall Crescent and The Paddock leads off Church Road which in turn leads off Gough Road (B4483). The property currently provides accommodation to the ground floor only, however, there is a staircase leading from the lounge area and all interested parties should contact the local planning department to discuss the possibility of providing first floor accommodation.

Accommodation:

Ground Floor
Reception Hall, Through Lounge,
Dining Kitchen (no fittings), Bedroom



Outside
(Front) Foregarden and driveway
(Rear) Pedestrian side access to garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 34

Freehold Vacant Possession

4 Park Avenue, Norton Canes, Cannock, Staffordshire WS11 9QA

Property Description:

A mid terraced house of brick construction, surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and external doors and offering well laid out accommodation with off road parking and generous rear garden. The property forms part of an established residential area and Park Avenue runs directly between Brownhills Road and Park Road and the property is conveniently within two and a half miles distance from the M6 Toll Motorway providing access to the Midlands Motorway Network.

Accommodation:

Ground Floor
Reception Hall, Cloak Room with wc,
Through Lounge, Breakfast Kitchen
with pantry, Rear Entrance Hall, Dining
Room/ Utility Area

First Floor
Stairs and Landing, Bedroom One,
Bedroom Two, Bedroom Three,
Bathroom with panelled bath, electric
shower over, wash basin and Separate
WC



Outside
(Front) Full width gravelled forecourt
providing ample off road parking,
pedestrian side access
(Rear) Paved patio/yard, good sized
lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





437 Cannock Road, Hednesford, Cannock, WS12 4EA

Property Description:

An excellent opportunity to acquire a substantial freehold mixed commercial/residential investment opportunity. The property comprises of one Ground Floor Retail Unit, one Ground Floor Office Suite and four Self Contained flats. The building sits on a site which extends to approximately 0.11 Hectares (0.27 Acres). The property is currently fully let with the exception of one flat and the retail unit. The premises are located on Cannock Road, close to the junction with Green Heath Road, approximately 1.5 miles to the North East of Cannock Town Centre.

Rental Information:

Ground Floor Retail Unit

Offered For Sale with vacant possession

Ground Floor Office Suite

Currently let on a 3 Year Internal Repairing and Insuring lease which commenced 3/4/06 at a rental of £5,200 per annum

Flat 1

Currently let on an Assured Shorthold Tenancy at a rental of £3,000 per annum

Flat 2

Offered For Sale with Vacant Possession

Flat 3

Currently let on an Assured Shorthold Tenancy at a rental of £2,640 per annum

Flat 4

Currently let on an Assured Shorthold Tenancy at a rental of £3,600 per annum

Current Rental Income - £14,440 per annum (plus one flat and retail unit with Vacant Possession)

Accommodation:

Ground Floor

Retail Unit

Retail Area comprising three rooms, Kitchen, WC facilities

Office Suite

Seven Private Offices, WC Facilities

First Floor

Flat 1

Living Room, Kitchen, Bedroom, Bathroom

Flat 2

Living Room/Kitchen, Bedroom, Bathroom

Flat 3

Living Room/Kitchen, Bedroom, Bathroom (located on the Ground Floor)

Flat 4

Living Room, Two Bedrooms, Bathroom, Kitchen

Outside

(Rear) Substantial rear yard providing Car Parking

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





18 Dean Road, Erdington, Birmingham B23 6QF

Property Description:

A semi detached property of rendered brick construction surmounted by an interlocking tile clad roof set back from the road behind a hedged foregarden. The property benefits from having well laid out accommodation, some UPVC double glazed windows, gas fired central heating, three double bedrooms and is offered for sale generally in presentable condition. Dean Road is located in a popular and established residential area, and is found off Oliver Road which in turn is located off Gravelly Lane (B4142). The property is within walking distance to Erdington Railway Station which provides a direct link to Birmingham City Centre and within a quarter of a mile distance from the shops and amenities located on the High Street.

Accommodation:

Ground Floor:
Entrance Porch, Entrance Hallway, Front Reception Room, Rear Reception Room, Breakfast Room, Kitchen

First Floor:
Three double Bedrooms and Shower Room having shower cubicle, WC and pedestal wash hand basin.

Outside:
(Front) - Hedged foregarden
(Rear) - Overgrown garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



84 Weston Lane, Tyseley, Birmingham B11 3RX

Property Description:

A mid terraced property of brick construction surmounted by a pitched tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, however does require complete modernisation and improvement throughout including the provision of a bathroom. Weston Lane is located off Reddings Lane which runs between Shaftmoor Lane (B4217) and Warwick Road (A41).

Accommodation:

Ground Floor
Lounge, Living Room, Kitchen
First Floor
Stairs and Landing, Three Bedrooms

Outside – (front) Walled foregarden
(rear) lawned garden with brick built stores including WC

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

ID

All purchasers will be required to provide proof of both their Identity and Current Address, and we require that all parties intending to bid for any properties must bring with them the following items:

- Full UK Passport or Driving Licence (For identification)
- Either a Recent Utility Bill, Council Tax Bill or Bank Statement (as proof of your residential address)

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Common Auction Conditions for Auctions of Real Estate in England & Wales

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Introduction

The common auction conditions have three main sections

1. Glossary

This gives special meanings to some words used in the rest of the conditions

2. The conduct of the auction

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction you do so on the basis that you accept them.

3. Conditions of sale

If you buy a lot you will sign a sale memorandum under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General conditions that apply to all lots
- Any extra general conditions in the catalogue or an addendum
- Special conditions that only apply to the lot you are buying (and which may vary the

general conditions)

The conditions are legally binding.

Important notice

A prudent buyer will, before bidding for a lot at an auction

- Take professional advice from a solicitor and, in appropriate cases, a chartered surveyor and an accountant
- Read the conditions
- Inspect the lot
- Carry out usual searches and make usual enquiries
- Check the content of all available leases and other documents relating to the lot
- Check that what is said about the lot in the catalogue is accurate
- Have finance available for the deposit and purchase price

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

Glossary

In the **conditions** wherever it makes sense

- Singular words can be read as plurals, and plurals as singular words
- A 'person' includes a corporate body
- Words of one gender include the other genders
- Where the following words appear highlighted in blue they have specified meanings. These are listed below

Actual completion date

The date when **completion** takes place or is treated as taking place for the purposes of apportionment and calculating interest

Addendum

An amendment or addition to the **conditions** whether contained in a supplement to the **catalogue**, a

written notice from the **auctioneers** or an oral announcement at the **auction**

Agreed completion date

(a) the date specified in the **special conditions**, or

(b) if no date is specified, **20 business days** after the **contract date** but if that date is not a **business day** the first subsequent **business day**

Arrears

Arrears of rent and other sums due under the **tenancies** but unpaid on the **actual completion date**

Auction

The auction advertised in the **catalogue**

Auctioneers

The auctioneers at the **auction**

Business day

A day which is not (a) a bank or public holiday or (b) a Saturday or a Sunday

Buyer

The person who agrees to buy the **lot** or, if applicable, that person's personal representatives: if two or more are jointly the **buyer** all obligations can be enforced against them jointly or against each of them separately

Catalogue

The catalogue to which the **conditions** refer including any supplement to it

Completion

Completion of the sale of the **lot**

Conditions

This glossary, the conditions for the conduct of the **auction**, the **general conditions**, any **extra conditions** and the **special conditions**

Contract

The contract by which the **seller** agrees to sell and the **buyer** agrees to buy the **lot**

Contract date

The date of the **auction** or, if the **lot** is not sold at the **auction**,
 (a) the date of the **sale memorandum** signed by both the **seller** and **buyer** or
 (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

Documents

Documents of title (including, if title is registered, the entries on the register and the filed plan) and other documents listed or referred to in the **special conditions** relating to the **lot**

Extra conditions

Any additions to or variations of the **conditions** that are of general application to all **lots**

General conditions

The conditions so headed

Interest rate

If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc

Lot

Each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy

Old arrears

Arrears due under any of the **tenancies** that are not ‘new tenancies’ as defined by the Landlord and Tenant (Covenants) Act 1995

Particulars

The section of the **catalogue** that contains descriptions of each **lot**

Practitioner

A receiver, administrative receiver or liquidator

Price

The price that the **buyer** agrees to pay for the **lot**

Ready to complete

Ready, willing and able to complete: if **completion** would enable the **seller** to discharge all financial charges secured on the **lot** that have to be discharged by **completion**, then those outstanding financial charges do not prevent the **seller** from being **ready to complete**

Sale memorandum

The form so headed set out in the **catalogue** in which the terms of the **contract** for the sale of the **lot** are recorded

Seller

The person selling the **lot**

Special conditions

The conditions so headed that relate to the **lot**

Tenancies

All tenancies, leases, licences to occupy and agreements for lease subject to which the **lot** is sold, and any documents varying or supplemental to them

Transfer

Includes a conveyance or assignment (and to transfer includes to convey or to assign)

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 1981 as modified or re-enacted from time to time

VAT

Value Added Tax or other tax of a similar nature

VAT election

An election to waive exemption from **VAT** in respect of the **lot**

We (and us and our)

The **auctioneers**

You (and your)

Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**

The Conduct of the Auction

The **catalogue** is issued only on the basis that **you** accept these conditions relating to the conduct of the **auction**. They override all other **conditions** and can only be varied if **we** agree.

Our role

As agents for each **seller** we have authority to

- Prepare the **catalogue** from information supplied by or on behalf of each **seller**
- Offer each **lot** for sale
- Sell each **lot**
- Receive and hold deposits
- Sign each **sale memorandum**
- Treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by the **conditions**

Our decision on the conduct of the **auction** is final.

We may cancel the **auction**, withdraw **lots** from sale, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. **You** acknowledge that to the extent permitted by law **we** owe **you** no duty of care and **you** have no claim against **us** for any loss.

Bidding and reserve prices

We may refuse to accept a bid. **We** do not have to explain why.

If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.

Unless stated otherwise each **lot** is subject to a reserve price. If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**. The **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. Where a guide price is given that price is not to be taken as an indication of the value of the **lot** or of the reserve price.

The particulars and other information

We have taken reasonable care to prepare **particulars** that correctly describe each **lot**. However the **particulars** are based on information supplied by or on behalf of the **seller** and **we** are not responsible for errors.

The **particulars** are for **your** information but **you** must not rely on them. They do not form part of any **contract** between the **seller** and the **buyer**.

If **we** provide any information or a copy of any document **we** do so only on the basis that **we** are not responsible for its accuracy.

The contract

A successful bid is one **we** accept as such.

If **you** make a successful bid for a **lot** **you** are obliged to buy that **lot** on the terms of the **sale memorandum**.

The **price** will be the amount **you** bid plus **VAT** (if applicable). **You** must before leaving the **auction**

- Provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** including appropriate proof of your identity
- Sign the completed **sale memorandum**

- Pay the deposit

and if **you** do not **we** may either

- As agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again:

the **seller** may then have a claim against **you** for breach of contract

- Sign the **sale memorandum** on **your** behalf

Deposits must be paid by cheque or by bankers' draft drawn on an **approved bank** in **our** favour. The **catalogue** states whether **we** also accept cash, or debit or credit cards.

We may retain the **sale memorandum** signed by or on behalf of the **seller** until **we** receive the deposit in cleared funds.

If **you** make a successful bid for a **lot**

- **You** are personally liable to buy it even if **you** are acting as an agent. It is **your** responsibility to obtain an indemnity from the person for whom **you** are the agent

- Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**

- If the **buyer** does not comply with its obligations under the **contract** **you** are personally liable to buy the **lot** and must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **Buyer's** default

General conditions

The **general conditions** apply except to the extent that they are varied by **extra conditions**, the **special conditions** or by an **addendum**.

1. The lot

1.1 The **lot**, including any rights granted and reserved, is described in the **special conditions**.

1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

1.3 The **lot** is sold subject to all matters contained or referred to in the **documents** (except charges that are to be discharged on or before **completion**) and to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or the **documents**:

- (a) matters registered or capable of registration as local land charges
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute
- (c) notices, orders, demands, proposals and requirements of any competent authority
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health
- (e) rights, easements, quasi-easements, and wayleaves
- (f) outgoing and other liabilities
- (g) anything that is an overriding interest within the meaning of section 70 of the Land Registration Act 1925 or would be if the **lot** were registered land
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them
- (i) anything the **seller** does not and could not reasonably know about and where any such matter would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against liability.

1.4 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** is to comply with them and must indemnify the **seller** if it does not.

1.5 The **lot** does not include any tenant's or trade fixtures or fittings.

1.6 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.

1.7 The **buyer** buys with full knowledge of

(a) the **documents** whether or not the **buyer** has read them

(b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

1.8 The **buyer** is not relying on the information contained in the **particulars** or in any replies to preliminary enquiries but on the **buyer's** own verification of that information. If any information is not correct any liability of the **seller** and any remedy of the **buyer** are excluded to the extent permitted by statute.

2. Deposit

2.1 The amount of the deposit is the greater of

(a) the minimum deposit stated in the **catalogue** (or the total **price**, if this is less than that minimum)

(b) 10% of the **price** exclusive of **VAT**.

2.2 The deposit

(a) must be paid to the **auctioneers** by cheque or banker's draft drawn on an **approved bank**

(b) is to be held as stakeholder unless the **special conditions** provide that it is to be held as agent for the **seller**.

2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it and any interest on it to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **conditions**.

2.4 If for any reason the deposit is not received by the **auctioneers** in cleared funds within five **business days** of the **contract date** the **seller** is entitled to treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

2.5 Interest earned on the deposit belongs to the **seller** unless the **conditions** provide otherwise.

3. Transfer of risk and insurance

3.1 From the **contract date** the **seller** is under no obligation to insure the **lot** and the **buyer** bears all risk of loss or damage unless

(a) the **lot** is sold subject to a **tenancy** which requires the **seller** to insure the **lot** or

(b) the **special conditions** require the **seller** to insure the **lot**.

3.2 If the **seller** is to insure the **lot** then the **seller**:

(a) must produce to the **buyer** on request details of the insurance policy

(b) must use reasonable endeavours to maintain insurance equivalent to that policy and pay the premiums when due

(c) gives no warranty as to the adequacy of the insurance

(d) must, at the request of the **buyer**, use reasonable endeavours to have the **buyer's** interest noted on the policy where the policy does not cover a contracting purchaser

(e) must, unless otherwise agreed, cancel the policy at **completion**

(f) is to hold in trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** and the **buyer** must reimburse to the **seller** the cost of insurance (to the extent it is not paid by a tenant or other third party) from the **contract date**.

3.3 If under a **tenancy** the **seller** insures the **lot** then unless otherwise agreed with the **buyer** the **seller** is to pay any refund of premium

(a) to the **buyer**

(b) if the **special conditions** so state, to each tenant in the proportion that the tenant pays premiums under its **tenancy**, first deducting any arrears of premium due from that tenant.

3.4 Section 47 of the Law of Property Act 1925 does not apply.

3.5 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

4. Title

4.1 Unless **general condition** 4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter following the **contract date**.

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4.2 Where no **documents** are available before the **action**:

(a) if the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an office copy of the entries on the register and filed plan and of all documents noted on the register that affect the **lot**

(b) if the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than 15 years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**

(c) the **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**

4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that:

(a) all matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the **buyer** and

(b) any implied covenant as to compliance with tenant's obligations under leases does not extend to the state or condition of the **lot** where the **lot** is leasehold property.

4.4 If title is in the course of registration title is to consist of certified copies of
(a) the **documents** sent to the land registry
(b) the application to the land registry
and a letter under which the **seller** or its solicitors agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
4.5 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
4.6 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

5. Transfer

5.1 Unless a form of **transfer** is set out in the **special conditions**
(a) the **buyer** must supply a draft **transfer** to the **seller** at least 10 **business days** before the **agreed completion date** and the engrossment five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**. and
(b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.
5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.
5.3 The **transfer** is to be executed in duplicate and the **buyer** is to return to the **seller** the duplicate duly stamped and denoted at the **buyer's** cost as soon as practicable after **completion**.
5.4 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

6. Completion

6.1 **Completion** is to take place at the offices of the **seller's** solicitors, or where the **seller** may reasonably require, on a **business day** between the hours of 0930 and 1700.
6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) VAT and interest.
6.3 Payment is to be made in pounds sterling and only by
(a) direct transfer to the **seller's** solicitors' bank account and
(b) the release of any deposit held by a stakeholder.
6.4 Unless the **seller** and the **buyer** otherwise agree **completion** takes place when both have complied with their obligations under the **contract** and the total payment is unconditionally received in the **seller's** solicitors' bank account.
6.5 If **completion** takes place after 1400 hours it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.
6.6 Where applicable the **contract** remains in force following **completion**.

7. Notice to complete

7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within 10 **business days** (excluding the date on which the notice is given) making time of the essence.
7.2 The person giving the notice must be **ready to complete**.
7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has,
(a) rescind the **contract**
(b) claim the deposit and any interest on it if held by a stakeholder
(c) forfeit the deposit and any interest on it
(d) resell the **lot** and
(e) claim damages from the **buyer**.
7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other -remedy the **buyer** has,
(a) rescind the **contract** and
(b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.

8. If the contract is brought to an end

If the **contract** is rescinded or otherwise brought to an end
(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**
(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **general condition** 7.3.

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9. Landlord's licence

9.1 Where the **lot** is leasehold land and licence to assign is required
(a) the **contract** is conditional on it being obtained, by way of formal licence if that is what the landlord or the relevant lease properly requires
(b) the **agreed completion date** is, if necessary, postponed to the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.
9.2 The **seller** must
(a) use all reasonable endeavours to obtain each licence required
(b) enter into any authorised guarantee agreement properly required under the lease.
9.3 The **buyer** must
(a) promptly provide references and other relevant information
(b) if properly required under the terms of the lease execute such licence or other deed of covenant as may be required and provide guarantees, a rent deposit or other security.

9.4 If within 3 months of the **contract date** (or such longer period as the **seller** and **buyer** agree) all required licences have not been obtained the **seller** or the **buyer** may by notice to the other rescind the **contract** at any time before all licences are obtained. Rescission is without prejudice to the claims of either **seller** or **buyer** for breach of this condition nine.

10. Interest and apportionments

10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any **deposit** paid) from the **agreed completion date** up to and including the **actual completion date**.

10.2 The **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.

10.3 Income and outgoings are to be apportioned at **actual completion date** unless

(a) the **buyer** is liable to pay interest

(b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable.

10.4 Apportionments are to be calculated on the basis that

(a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made

(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year and income and expenditure relating to a period of less than a year accrues at an equal daily rate during the period to which it relates

(c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to the best estimate then available and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

11. Arrears

11.1 The **seller** retains the right to receive and recover **old arrears**.

11.2 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

(a) try to collect them in the ordinary course of management but need not take legal proceedings, distrain or forfeit the **tenancy**

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(b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment)

(c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** solicitors may reasonably require

(d) if reasonably required, allow the **seller's** solicitors to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order

(e) not release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due

(f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to this condition 11.

11.3 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

12. Management

12.1 This condition applies where the **lot** is sold subject to **tenancies**.

12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

12.3 Unless set out in the **special conditions** the **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion**, such as an application for licence or a rent review under a **tenancy**, a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**, or a new tenancy or agreement to grant a new tenancy and

(a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability

(b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends

(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

13. Rent deposits

13.1 This condition applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this condition 'rent deposit deed' means the deed or other document under which the rent deposit is held.

13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.

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13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to

- (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach
- (b) give notice of assignment to the tenant
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

14. VAT

14.1 Where the **conditions** require money to be paid the payer must also pay any **VAT** that is chargeable on that money, but only if given a valid **VAT** invoice.

14.2 Where the **special conditions** state that no **vat election** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.

15. Transfer as a going concern

15.1 Where the **special conditions** so state the **seller** and the **buyer** intend the sale to be treated as a transfer of a going concern and this condition applies.

15.2 The **seller** confirms that the **seller** or a company in the same **VAT** group

(a) is registered for **VAT**

(b) has, where necessary, made a **VAT election** in respect of the **lot** which remains valid.

15.3 The **buyer**

(a) is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group

(b) has made, or will make before **completion**, a **VAT election** in relation to the **lot**

(c) is to give to the **seller** as early as possible before the **agreed completion date** evidence of the **VAT** registration and that a **VAT election** has been made and notified in writing to HM Customs and Excise

(d) must not revoke the **VAT election**

and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **general condition** 14.1 applies at **completion**.

15.4 The **buyer** confirms that after **completion** the **buyer** intends to

(a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**

(b) collect the rents payable under the **tenancies** and charge **VAT** on them.

15.5 Unless the **seller** obtains agreement to the contrary from HM Customs and Excise

(a) the **seller** must on or as soon as reasonably practicable after **completion** transfer to the **buyer** all **VAT** records for the **lot**

(b) the **buyer** must keep those records available for inspection by the **seller** at all reasonable times.

15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then

(a) the **seller's** solicitors are to notify the **buyer's** solicitors of that finding and provide a **VAT** invoice in respect of the sale of the **lot**

(b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due

(c) if **VAT** is payable because the **buyer** has not complied with this condition 15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

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16. Capital allowances

16.1 This condition applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.

16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.

16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.

16.4 The **seller** and **buyer** agree

(a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this condition

(b) to submit the value specified in the **special conditions** to the Inland Revenue for the purposes of their respective capital allowance computations.

17. Maintenance agreements

17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

18. Landlord and Tenant Act 1987

18.1 This condition applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

18.2 Unless the **special conditions** state otherwise the **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

19. Sale by receiver etc

19.1 This condition applies where the sale is by a **practitioner**.

19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

19.3 The **practitioner** is the agent of the **seller**. The **practitioner** and the **practitioner's** partners and staff incur no personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding the personal liability of the **practitioner** and of the **practitioner's** partners and staff.

19.4 The **lot** is sold

- (a) in whatever its condition is at **completion**
- (b) whether or not vacant possession is provided
- (c) for such title as the **seller** may have
- (d) with no covenants for title

and the **buyer** has no right to rescind the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

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19.5 Where the **practitioner** is a receiver or administrative receiver

(a) the **documents** include certified copies of the charge under which the **practitioner** is appointed, the document of appointment by the lender and the **practitioner's** acceptance of appointment

(b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

19.6 The **buyer** understands this condition 19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

20. TUPE

20.1 Unless the **special conditions** state that **TUPE** applies then the **seller** warrants that there are no employees whose contracts of employment will transfer to the **buyer** on **completion**.

20.2 If the **special conditions** state that **TUPE** applies then

- (a) the **seller** has informed the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion**
- (b) not less than five **business days** before the **agreed completion date** the **buyer** must confirm to the **seller** that the **buyer** has offered to employ those employees on the same terms as, or better terms than, their existing contracts of employment
- (c) the **buyer** is to keep the **seller** indemnified against all liability for those employees after **completion**.

21. Environmental

21.1 This condition only applies where the **special conditions** so provide.

21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.

21.3 The **buyer** accepts that as a result the **buyer**, not the **seller**, is liable for any pollution on or emanating from the **lot**, including the cost of remediating it if required, and the **buyer** must indemnify the **seller** in respect of all such liability.

22. Service charge

22.1 This condition applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

22.2 No apportionment is to be made at **completion** in respect of service charges.

22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing

- (a) payments on account of service charge received from each tenant
- (b) service charge expenditure attributable to each **tenancy**
- (c) any irrecoverable service charge expenditure.

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22.4 In respect of each **tenancy**, if the service charge account shows that

(a) payments on account exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account

(b) attributable service charge expenditure exceeds payments on account, the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds.

22.5 In respect of irrecoverable service charge expenditure the **seller** must bear any incurred before **completion** (apportioned up to and including the **actual completion date**) and the buyer must bear any incurred after the **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure

- (a) the **seller** must assign it (including any interest earned on it) to the **buyer** on **completion**
- (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

23. Rent reviews

23.1 This condition applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.

23.2 The **seller** may continue negotiations or rent review proceedings but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld.

23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld.

23.4 The **seller** must

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers

(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant which relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.

23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.

23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

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24. Tenancy renewals

24.1 This condition applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954, and references to notices and proceedings are to notices and proceedings under that Act.

24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold) serve or respond to any notice or begin or continue any proceedings.

24.3 The **seller** must notify the **buyer** of any notices served and act as the **buyer** reasonably directs in relation to those notices.

24.4 Following **completion** the **buyer** must

(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable and, in the case of the renewed **tenancy**, for a term which begins on the day after the term of the old **tenancy** expires

(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **Business days** of receipt of cleared funds.

24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

25. Warranties

25.1 Available warranties are listed in the **special conditions**.

25.2 Where a warranty is assignable the **seller** must

(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty

(b) apply for, and the **seller** and the **buyer** must use all reasonable endeavours to obtain, any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **Business days** after the consent has been obtained.

25.3 If a warranty is not assignable the **seller** must on **completion**

(a) hold the warranty on trust for the **buyer**

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

26. No assignment

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

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27. Notices and other communications

27.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their solicitors.

27.2 If a communication is delivered by hand or is otherwise proved to have been received then it is given when delivered or received. If delivered or received after 1700 hours on a **business day** it is to be treated as received on the next **business day**.

27.3 If a communication is to be relied on without proof of its receipt it must be sent by first-class registered or recorded delivery post to the address of the person to whom it is to be given as specified in the **sale memorandum**. Such a communication will be treated as received on the second **business day** after it has been posted.

28. Contracts (Rights of Third Parties) Act 1999

The **contract** is enforceable only by the **seller** and the **buyer** and (if applicable) their successors in title and, to the extent permitted by the **conditions**, by the **auctioneers**.

Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

The **price** (excluding any **VAT**)

Deposit paid

The **seller** agrees to sell and the **buyer** agrees to buy the **lot** for the **price**. This agreement is subject to the **conditions** so far as they apply to the **lot**.

We acknowledge receipt of the deposit. _____

Signed by the **buyer**

Signed by us as agent for the **seller**

The **buyer's** conveyancer is

Name

Address

Contact



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PROXY

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Address

Contact number

Contact number for telephone bid on Auction Day

SOLICITOR INFORMATION

Name

Address

Telephone number

Contact

BID INFORMATION

LOT

Address

Maximum Bid
(proxy only)

Maximum Bid
(words)

DEPOSIT

Deposit

(10% of max bid for proxy bid or 10% of top guide price for telephone bid)

Deposit (words)

I confirm that I have read all Terms & Conditions

Signed

Date

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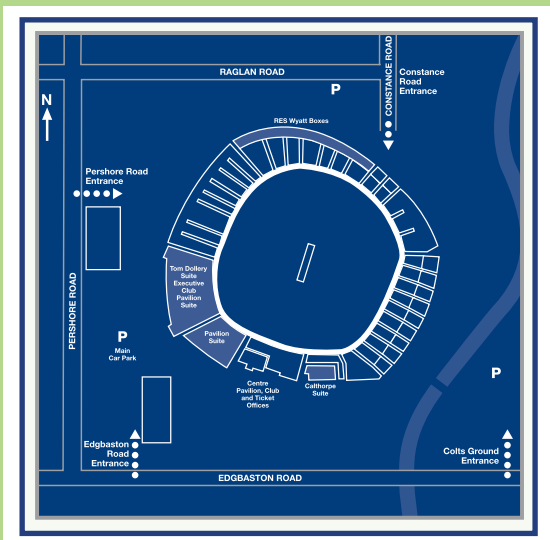
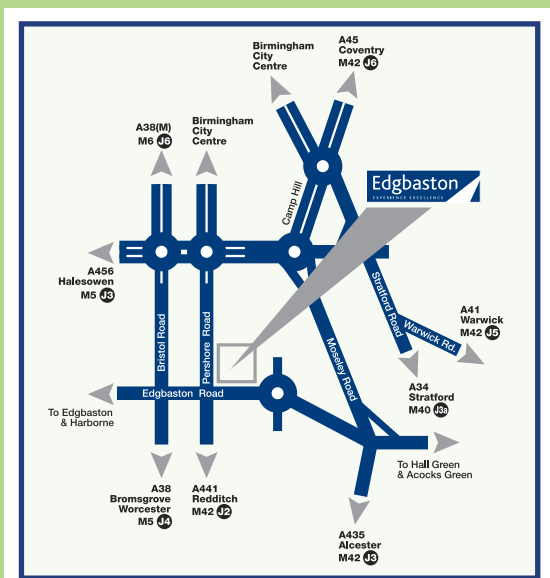
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