

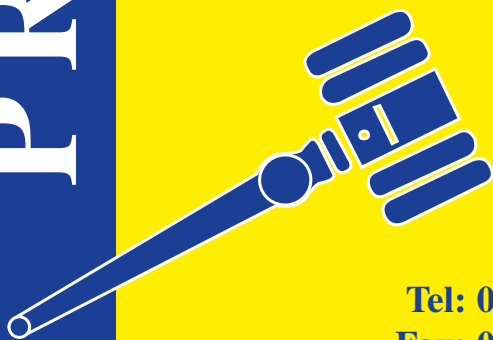
PROPERTY AUCTION

Cottons

Chartered Surveyors

**THURSDAY
3RD APRIL 2008
AT 11.00 AM**

**THE CLARENDON SUITES
2 STIRLING ROAD
EDGBASTON
BIRMINGHAM
B16 9SB**



Tel: 0121 247 2233

Fax: 0121 247 1233

E-mail: auctions@cottons.co.uk

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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

74 LOTS

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

- 36 Freehold Vacant Residential Properties
- 10 Leasehold Vacant Residential Properties
- 6 Leasehold Investment Properties
- 10 Freehold Residential Investment Properties
- 2 Commercial Investment Properties
- 4 Residential Development Sites, Building Plots and Redevelopment Opportunities
- 2 Freehold Garages
- 4 Vacant Commercial Properties

ORDER OF SALE

Lot Property

1	20 Regina Avenue, Great Barr, Birmingham, B44 8TH	Freehold Vacant Residential
2	15 Cooksey Lane, Kingstanding, Birmingham, B44 9QL	Freehold Vacant Residential
3	141 Great Bridge Road, Bilston, West Midlands WV14 8NG	Freehold Vacant Residential
4	53 Plascom Road, Wolverhampton, WV1 2DQ	Freehold Vacant Residential
5	54 Crowther Street, Wolverhampton, WV10 9AG	Freehold Vacant Residential
6	15 Louis Court, South Road, Smethwick, West Midlands B67 7BT	Leasehold Vacant Residential
7	28 Law Street, West Bromwich, West Midlands B71 1DZ	Freehold Vacant Residential
8	7 Charles Foster Street, Wednesbury, West Midlands WS10 8TS	Freehold Vacant Residential
9	23 Marshall Grove, Great Barr, Birmingham, B44 8HP	Leasehold Residential Investment
10	109 Mayfield Road, Acocks Green, Birmingham, B27 7TT	Freehold Vacant Residential
11	6 Verney Avenue, Sheldon, Birmingham, B33 0QE	Freehold Vacant Residential
12	120 Coombes Lane, West Heath, Birmingham, B31 4QT	Freehold Vacant Residential
13	88 Gayhurst Drive, Yardley, Birmingham, B25 8YN	Leasehold Vacant Residential
14	40 Bridgewater Crescent, Dudley, West Midlands DY2 7LU	Freehold Vacant Residential
15	65 Gleave Road, Selly Oak, Birmingham, B29 6JW	Freehold Vacant Residential
16	6 Hadlow Croft, Sheldon, Birmingham, B33 0PT	Leasehold Vacant Residential
17	192 Merridale Street West, Wolverhampton, WV3 0RP	Freehold Vacant Commercial
18	47 Severn Road, Blakenhall, Walsall, WS3 1NU	Freehold Vacant Residential
19	136, 138, 140 Hunters Road, Lozells, Birmingham, B19 1EB	Freehold Residential Investment
20	1-3 Cyril Road, Small Heath, Birmingham, B10 0SS	Freehold Vacant Commercial
21	249/251 Finchley Road, Kingstanding, Birmingham, B44 0JX	Freehold Commercial Investment
22	45 Avery Road, Sutton Coldfield, West Midlands B73 6QB	Leasehold Commercial Investment
23	Paddock 1, Portway Hill, Rowley Regis, West Midlands B65	Freehold Land
24	53 Kingsbury Road, Erdington, Birmingham, B24 8QG	Freehold Vacant Residential
25	28 Heydon Road, Pensnett, West Midlands, DY5 4LP	Freehold Vacant Residential
26	28 Bournville Lane, Bournville, Birmingham, B30 2LN	Freehold Residential Investment
27	56 Redhall Road, Dudley, West Midlands DY3 2NL	Freehold Vacant Residential
28	109 Wychwood Crescent, Sheldon, Birmingham, B26 1LX	Freehold Residential Investment
29	38 Camberley, Beacon View Road, West Bromwich, West Midlands B71 3PE	Leasehold Residential Investment
30	25 Briarley, Beacon View Road, West Bromwich, West Midlands B71 3PG	Leasehold Residential Investment
31	39 Briarley, Beacon View Road, West Bromwich, West Midlands B71 3PG	Leasehold Residential Investment
32	117/21 Warstone Lane, Birmingham, B18 6HP	Leasehold Vacant Commercial
33	149 James Turner Street, Birmingham, B18 4NF	Freehold Residential Investment
34	15 Thorneycroft Road, Bilston, West Midlands WV14 8LT	Freehold Vacant Residential
35	Building Plot 502 Gospel Lane, Solihull, West Midlands B27 7AP	Freehold Building Plot
36	Building Plot Adj 17 Regent Street, Bilston, West Midlands WV14 6AP	Freehold Building Plot
37	187 Dyas Avenue, Great Barr, Birmingham, B44 8SU	Freehold Vacant Residential
38	Garage Yard/Redevelopment Opportunity- Brookend, Tamworth	Freehold Development Land
39	201 Beeches Road, Great Barr, Birmingham, B42 2QE	Leasehold Vacant Residential
40	Garage Site At Church Walk, Dawley, Telford, Shropshire TF4 3EX	Freehold Garage Site
41	Garages 139, 141, 150, 151 & 152 Sunnybank Avenue, Coventry, CV3 4DR	Freehold Garages



42	60 Arden Grove, Ladywood, Birmingham, B16 8HQ	Leasehold Vacant Residential
43	135 Poplar Avenue, Edgbaston, Birmingham, B17 8EH	Freehold Pt Vacant/ Pt Investment
44	134 Church Road, Erdington, Birmingham, B24 9BD	Freehold Residential Investment
45	24 Waterfield Close, Tipton, West Midlands DY4 8BB	Freehold Vacant Residential
46	4 Kenilworth Court, Dudley, West Midlands DY1 2DT	Leasehold Residential Investment
47	Land Adj 34 Antrobus Road, Handsworth Birmingham, B21 9NZ	Freehold Building Plot
48	The Old Smithy Public House, 141 Winson Green Road, Birmingham, B18 4AW	Freehold Vacant Commercial
49	260c Gospel Lane, Acocks Green, Birmingham, B27 7AH	Freehold Vacant Commercial
50	374 Lichfield Road, Wolverhampton, WV11 3EJ	Freehold Vacant Residential
51	44 Vicarage Road, Wolverhampton, WV2 1DT	Freehold Vacant Residential
52	33 Grange Road, Halesowen, West Midlands B63 3EF	Freehold Vacant Residential
53	377 Brownfields Road, Shard End, Birmingham, B34 6SE	Leasehold Vacant Residential
54	7 Bradburn Road, Wolverhampton, WV11 1JW	Freehold Vacant Residential
55	15 Hewitt Street, Wednesbury, West Midlands WS10 8PY	Freehold Residential Investment
56	10 Albert Road, Stechford, Birmingham, B33 9BD	Freehold Vacant Residential
57	14 Cromane Square, Great Barr, Birmingham, B43 5QS	Freehold Residential Investment
58	93 Douglas Road, Handsworth, Birmingham, B21 9HG	Freehold Vacant Residential
59	69 Viceroy Close, Edgbaston, Birmingham, B5 7UU	Leasehold Vacant Residential
60	22 Moorland Court, 42 Melville Road, Birmingham, B16 9JR	Leasehold Vacant Residential
61	66 Warwards Lane, Selly Park, Birmingham, B29 7RD	Freehold Residential Investment
62	67 Hilton Road, Lanesfield, Wolverhampton, WV4 6DT	Freehold Vacant Residential
63	180 Cliff Rock Road, Rednal, Birmingham, B45 8QQ	Leasehold Vacant Residential
64	74 Hagley Road West, Warley, West Midlands B67 5EZ	Freehold Vacant Residential
65	15 Pine Street, Walsall, West Midlands WS3 3AG	Freehold Residential Investment
66	68 Vicarage Road, Wolverhampton, WV2 1DS	Freehold Vacant Residential
67	143 Windmill Lane, Smethwick, West Midlands B66 3ET	Leasehold Residential Investment
68	15 Lloyd Street, Dudley, West Midlands DY2 8NQ	Freehold Residential Investment
69	3 Wiley Avenue, Wednesbury, West Midlands WS10 8QD	Freehold Vacant Residential
70	28 Edinburgh Road, Nuneaton, Warwickshire CV10 9HF	Freehold Vacant Residential
71	144 Oxford Street, Wednesbury, West Midlands WS10 0QN	Freehold Vacant Residential
72	Flat 8, Sycamore House, Rectory Road, Northfield, Birmingham, B31 2NA	Leasehold Vacant Residential
73	43 Eastfield Road, Wolverhampton, WV1 2RE	Freehold Vacant Residential
74	98 Pelham Road, Ward End, Birmingham, B8 2PB	Freehold Vacant Residential

Auctioneers Andrew J. Barden MRICS,
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Auction Team Peter C. Longden FRICS, Mark M. Ward TechRICS
Kevin Hogan, Nada Turton, Jane Moran, Sharon O'Malley,
Tricia Doyle, Hughie McCourt

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)

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



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%)

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.





**20 Regina Avenue,
Great Barr, Birmingham B44 8TH**

Property Description:

A traditional end terraced house of brick construction, surmounted by a hipped tile clad roof, set back from the road behind a lawned foregarden and benefiting from gas fired central heating and UPVC double glazed windows and external doors along with garage/ off road parking located to the rear. The property has been well maintained and whilst it is in a presentable condition, would benefit from some modernisation. Regina Avenue comprises of a cul-de-sac leading off Elliston Avenue which in turn leads off Dyas Road and forms part of an established residential area conveniently located within one mile distance from a range of retail shops and superstore located on Queslett Road (A4041) and two miles distance from the Scott Arms Shopping Centre.

Accommodation:
Ground Floor:

Entrance Hall, Lounge, Dining Room, Extended Kitchen with pantry

First Floor:

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

Outside:

Front: Lawned foregarden set behind a privet hedge

Rear: Paved patio, brick store, lawned garden and two separate garages with parking area accessed by way of a shared rear gated driveway

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

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IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Tuesday 20th May 2008 at Aston Villa Football Club, Aston Villa, Birmingham. 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.



LOT 2

Freehold Vacant Possession

**15 Cooksey Lane,
Kingstanding,
Birmingham B44 9QL**

Property Description:

A mid terraced house of brick construction surmounted by an interlocking tile clad roof, set back from the road behind a lawned foregarden and benefiting from UPVC double glazed windows and gas fired central heating. The property forms part of an established residential area and Cooksey Lane leads off Kingstanding Road (B4138) at the junction with Norbury Road. Kingstanding shopping centre is within approximately a third of a mile distance providing access to a wide range of local retail amenities.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Kitchen with storage recess, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms



Outside:

Front: Lawned foregarden set behind a mature privet hedge

Rear: Pedestrian side entry access to paved yard and a predominantly lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 3

Freehold Vacant Possession

**141 Great Bridge Road,
Bilston, West Midlands
WV14 8NG**

Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof, set well back from the road behind a lawned foregarden and driveway providing ample off road parking. The property benefits from gas fired central heating and part UPVC double glazed windows. Great Bridge Road leads off High Street, Bilston (A41) and the property lies within approximately 3 miles distance to the south east of Wolverhampton city centre.

Accommodation:

Ground Floor:

Hallway, Lounge, Dining Room, Kitchen

First Floor:

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



Outside:

Front: lawned foregarden and driveway providing ample off road parking

Rear: A paved rear garden and a concrete sectional garage

Vendors Solicitors

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Viewings

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53 Plascom Road, Wolverhampton, West Midlands WV1 2DQ

Property Description:

A semi detached property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a lawned foregarden. The property benefits from well laid out accommodation, UPVC double glazed windows and gas fired central heating, however does require some modernisation and improvement. The property is set in an established residential area and is overlooking East Park. Plascom road is located between Parklands Road and Willenhall Road (A454), the latter providing direct access to Wolverhampton City Centre being within approximately a mile and a quarters distance, and provides a wide range of shops and amenities as well as housing the University of Wolverhampton, therefore the property could provide an ideal investment opportunity.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Breakfast Room and Kitchen, Stairs and Landing to

First Floor:

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

Outside:

Front: Lawned garden

Rear: Lawned garden

Vendors Solicitors

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Viewings

Via Cottons – 0121 247 2233

ID & REGISTRATION

Once you have successfully bid for a property you will be required to present the Auctioneers with the following ID:

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)

We now require all bidders to register with ourselves prior to the commencement of the auction and would request where possible that potential purchasers visit our offices along with the necessary ID and pre-register.

Thank you in advance for your co-operation.

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

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk



**54 Crowther Street,
Wolverhampton
WV10 9AG**

Property Description:

A traditional end terraced house of rendered brick construction surmounted by an interlocking tile clad roof. The property has undergone modernisation and improvement works which included UPVC double glazed windows, modern kitchen and bathroom fitments, installation of gas fired central heating and redecoration, however has suffered a break in whereby the central heating system and kitchen sink have been stolen. Crowther Street leads off Prosser Street which in turn leads off Cannock Road (A460) and the property is located approximately one mile distance to the North East of Wolverhampton City Centre.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Bedroom One, Bedroom two

Second Floor:

Stairs to Attic Room



Outside:

Front: Walled Forecourt

Rear: Rear yard and garden, shared pedestrian access

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**15 Louis Court, South Road, Smethwick,
West Midlands B67 7BT**

Property Description:

A two bedroom duplex flat situated on the second and third floors of a purpose built block set back from the road behind a communal lawned garden. The flat benefits from having well laid out accommodation, UPVC double glazed windows and electric storage heating. The property further benefits from being offered for sale in presentable condition. Louis Court is located on South Road which in turn is found off Little More Hill. The property is within approximately a quarter of a miles distance from the main High Street located in Smethwick which provides a wide range of shops and amenities. The property is also within approximately half a miles distance in the opposite direction from Bearwood High Street.

Accommodation:
Ground Floor:

Communal Stairs

Second Floor:

Entrance Hallway, Kitchen and Lounge

Third Floor:

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

Outside
Leasehold Information:

Term: 99 years from 25 December 1961

Ground Rent: £15 and additional rent

Service Charge: Refer to legal pack

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.



LOT 7

Freehold Vacant Possession

**28 Law Street, West
Bromwich,
West Midlands B71 1DZ**

Property Description:

A mid terraced property of part rendered brick construction surmounted by an interlocking 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, however does require some modernisation and improvement. Law Street is located off Ruskin Street and the property itself is opposite the junction of Lilley Street. The property is within approximately a quarter of a mile distance from the main shopping area located in West Bromwich, and also within approximately a mile and a quarter distance to junction 1 of the M5 motorway.

Accommodation:

Ground Floor:

Entrance Hallway, Through Lounge, Kitchen, Inner Lobby

First Floor:

Stairs and Landing, three Bedrooms and Bathroom having panelled bath, pedestal wash hand basin and WC



Outside:

Front: Walled foregarden

Rear: Lawned garden with potential for off road parking accessed via a service road

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 8

Freehold Vacant Possession

**7 Charles Foster
Street, Wednesbury,
WS10 8TS**

Property Description:

A semi detached property of traditional construction surmounted by a tile clad roof, benefiting from part uPVC double glazing and gas fired central heating. The property is offered for sale in a generally presentable condition. Charles Foster Street itself is located directly off Dorsett Street which in turn leads directly off Wolverhampton Street close to the centre of Darlaston.

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Rear Lobby and Separate WC.

First Floor:

Stairs and Landing, Two Bedrooms, Bathroom with panelled bath, wash hand basin and WC.

Outside Front:

Walled foregarden

Outside Rear:

Patio with lawned garden



Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





23 Marshall Grove, Great Barr, Birmingham B44 8HP

Property Description:

A traditional semi detached house of part rendered brick construction surmounted by a hipped interlocking tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and potential for rear vehicular access but requiring some modernisation and cosmetic improvement throughout. Marshall Grove leads off Greenholm Road which in turn leads off Kingstanding Road (B4138) and the property lies approximately one and a half miles distance to the north of Perry Barr which houses the University of Central England and the One Stop Shopping Centre. The property is let on an Assured Shorthold Tenancy which commenced on 14 March 2008 at a rental of £500pcm (£6,000pa). The tenant has paid six months rental in advance and the balance of this will be transferred to the purchaser on completion.

Accommodation:

Ground Floor:

Porch, Reception Hall, Front Reception Room, Rear Reception Room,

Extended Kitchen

First Floor:

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

Outside:

Front: Partly lawned foregarden, covered side entrance to rear

Rear: Lawned/paved garden with potential for a rear parking space accessed by way of a shared vehicular gated driveway

Leasehold Information:

Term: 99 years from 1st May 2000

Ground Rent: Currently £75 per annum (rising during the term)

Vendors Solicitors

Refer to Auctioneers

Viewings

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LOT 10

Freehold Vacant Possession

**109 Mayfield Road,
Acocks Green,
Birmingham B27 7TT**

Property Description:

A traditional mid terraced property of part rendered brick construction surmounted by a replacement tile clad roof and benefitting from UPVC double glazed windows and gas fired central heating but requiring modernisation and improvement throughout. The property is set back from the road behind a small walled foregarden and is located in an established residential area situated directly off Fox Hollies Road and conveniently within a third of a miles distance from Acocks Green shopping centre providing a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Enclosed Porch, Reception Hall, Through Lounge/Dining Room, Dining Kitchen

First Floor:

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

Outside:

Front: Small walled foregarden and shared pedestrian entry access to rear



Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

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LOT 11

Freehold Vacant Possession

**6 Verney Avenue,
Sheldon, Birmingham
B33 0QE**

Property Description:

A mid terraced house of non traditional “wates” type construction surmounted by a pitched tile clad roof and benefiting from gas fired central heating, UPVC double glazed windows and external doors along with two double bedrooms. Verney Avenue forms part of a residential estate located on the edge of Sheldon Country Park and is situated off Willaston Road which leads via Elmstead Avenue off The Radleys. A wide range of local shops and amenities are located within approximately a third of a mile distance.

Accommodation:

Ground Floor:

Reception Hall, Kitchen, Lounge/Dining Room

First Floor:

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



Outside:

Front: Lawned foregarden

Rear: Yard with store and lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





120 Coombes Lane, West Heath, Birmingham B31 4QT

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a foregarden and driveway and benefiting from UPVC double glazed windows, gas fired central heating and off road parking but requiring modernisation and improvement throughout. Coombes Lane is situated off Groveley Lane (B4096) and forms part of an established residential area located close to the Bromsgrove borders. The property is conveniently within a third of a mile distance from Longbridge Railway Station and within one mile distance from Cofton Park.

Accommodation:

Ground Floor:

Entrance Porch, Reception Hall, Through Lounge/Dining Room, Kitchen

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with corner bath having shower over, wash basin and wc

Outside:

Front: Foregarden with off road parking

Rear: Pedestrian side access to garden and shed

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



88 Gayhurst Drive, Yardley, Birmingham B25 8YN

Property Description:

A two bedroom first floor maisonette of brick construction surmounted by a tile clad roof and set back from the road behind a lawned foregarden. The flat benefits from having UPVC double glazed windows, electric heating and separate garden area to the rear. Gayhurst Drive is located off Stoney Lane and is within approximately half a mile distance from Swan Island which joins the A45 and provides easy access to both the City Centre and Birmingham International Airport.

Accommodation:

Ground Floor:

Entrance Hall and Stairs

First Floor:

Lounge, Kitchen, Two Bedrooms and Bathroom having panelled bath, pedestal wash hand basin, and WC

Outside:

Rear: Lawned garden

Leasehold Information:

Ground Rent: £7.50 per annum

Service Charge: Refer to legal pack

Term: 99 years from 29 September 1958

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





**40 Bridgewater Crescent, Dudley,
West Midlands DY2 7LU**

Property Description:

A semi detached house of rendered brick construction surmounted by a hipped tile clad roof and benefiting from gas fired central heating, mostly double glazed windows and doors and providing well laid out accommodation. The property occupies an elevated position, located opposite the junction with Highview Street and forms part of a residential estate known as Kate's Hill and is located approximately one miles distance from Dudley town centre.

Accommodation:

Ground Floor:

Reception Hall, bathroom with panelled bath, pedestal wash basin

and wc, Lounge, Full Width Dining Kitchen

First Floor:

Stairs and Landing, Cloakroom with wc and wash basin, Bedroom One, Bedroom Two, Bedroom Three

Outside:

Front: Gravelled foregarden and pedestrian side access leading to the rear

Rear: Paved yard, patio and predominantly lawned garden

Vendors Solicitors

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LOT 15

Freehold Vacant Possession

**65 Gleave Road,
Selly Oak, Birmingham
B29 6JW**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a paved forecourt and benefiting from gas fired central heating. Gleave Road is situated off Elliott Road which in turn leads off Bristol Road (A38) close to the junction with Harborne Lane and the property is conveniently located within a quarter of mile distance from Selly Oak Hospital, Selly Oak Railway Station and Battery Retail Park. The University of Birmingham is within approximately three quarters of a mile distance.

Accommodation:

Ground Floor:

Entrance Hall, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bathroom with panelled bath having shower over, wash hand basin and wc



Outside:

Front: Enclosed wrought iron gated forecourt

Rear: Paved yard, out-house which has been converted into a utility, gated rear access, patio area, lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 16

Leasehold Vacant Possession



6 Hadlow Croft, Sheldon, Birmingham B33 0PT

Property Description:

A purpose built ground floor flat forming part of a two storey block of brick and tile construction and benefiting from UPVC double glazed windows. The property forms part of an established residential estate located on the borders of Sheldon Country Park and is situated off Willaston Road which leads via Elmstead Avenue off The Radleys. A wide range of local shops and amenities are within approximately a third of mile distance.

Accommodation:

Ground Floor:

Communal Entrance Hall, Entrance Hall, Kitchen with pantry cupboard, Lounge, Bedroom, Bathroom with panelled bath, wash basin and wc

Outside:

Front: Communal garden

Rear: Communal drying area

Leasehold Information:

Term: 125 years from 8th October 1990

Ground Rent: £10.00 per annum

Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

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COTTONS
THE AUCTIONEERS





192 Merridale Street West, Wolverhampton WV3 0RP

Property Description:

An end terraced property of brick construction surmounted by a tile clad roof having been substantially extended to the side. The property benefits from Planning Consent for the conversion of the existing building and side extension into offices. The property itself benefits from UPVC double glazing, gas fired central heating, air conditioning and off road parking for numerous vehicles to the front. The property could suit a small professional practice or alternatively could be converted to provide family accommodation subject to obtaining the appropriate planning consent from Wolverhampton City Council. Merridale Street West is located off Retreat Street which in turn can be found off the Penn Road (A449). The property is within approximately a quarter of a miles distance from Wolverhampton City Centre.

Accommodation:

Ground Floor:

Extending to approximately 60 m sq (646 sq ft) and including Reception Area, Main Office, Accounts Office, Kitchen and WC

First Floor:

Extending to approximately 59 m sq (635 sq ft) including four Offices and two Store Rooms

Outside:

Front: Parking for numerous vehicles

Vendors Solicitors

Refer to Auctioneers

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



47 Severn Road, Blakenhall, Walsall, WS3 1NU

Property Description:

A semi detached property constructed by the British Iron & Steel Federation offered for sale benefiting from central heating and uPVC single glazed windows, but requiring some cosmetic improvement. The property is located on Severn Road close to the junction with Avon Road. Severn Road itself provides nearby access to Goscote Lane approximately two miles to the North of Walsall Town Centre.

Accommodation:

Ground Floor:

Reception Hall, Living Room, Dining Kitchen, Rear Lobby and Separate WC.

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with bath, wash hand basin and WC.

Outside:

Front: concrete yard and garden.

Outside Rear:

Patio and lawned garden.

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136, 138, 140 Hunters Road, Lozells, Birmingham B19 1EB

Property Description:

A substantial block of three Grade II Listed residential dwelling houses prominently situated fronting Hunters Road at the junction with Wills Street and of brick construction surmounted by pitched replacement tile clad roofs. The properties are currently fully let on Company Tenancy Agreements and in brief comprise of a five bedroom dwelling house (136), a nine bedroom dwelling house (138) and a dwelling house subdivided into three self contained flats (140). The properties occupy an L-shaped site extending to an area of approximately 0.35 acres (0.14 hectares) and the rear part of the site is accessed by way of a vehicular driveway located adjacent to number 136. Hunters Road forms part of a traditional and established, predominantly residential area and runs between Hockley Circus and Villa Road.

Current Rental Income:

136 Hunters Road: Let on a Company Lease for a term of five years which commenced on 7th August 2006 at a current rental of £802 per calendar month (£9,624 per annum)

138 Hunters Road: Let on a Company Lease for a term of five years from 26th June 2006 at a rental of £1,184 per calendar month (£14,208 per annum)

140 Hunters Road - Flat 1, 2 and 3:

Let on a Combined Company Lease until 1st April 2011 at a rental of £1,375 per calendar month (£16,500 per annum)

Total Rental Income: £40,332 per annum

Planning:

Architects acting for the vendors have, following discussions with Birmingham City Council Planning Department, drawn up various schemes for redevelopment of the site which include the conversion of the existing properties into apartments and the

construction of a detached dwelling house on the vacant parcel of land adjacent to 1A Wills Street. All schemes include the provision of adequate off road parking. The schemes devised are only proposals for alternative use of the site and no formal applications have been made to the local planning department. A copy of the architects' plans and proposals are available for inspection at the auctioneers' offices and all interested parties are strongly advised to satisfy themselves prior to bidding of the suitability of the site for any redevelopment or alternative use schemes.

Accommodation:

136 Hunters Road

Ground Floor:

Vestibule Entrance, Reception Hall with cellar access, Dining Kitchen, Lounge, Bedroom One (Double), Bathroom with panelled bath, pedestal wash basin and wc, Dining Room.

First Floor

Stairs and Landing, Four further Double Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc. The accommodation benefits from gas fired central heating

138 Hunters Road

Ground Floor

Reception Hall with cellar access, Sitting Room, Shower Room with wash basin and wc, Kitchen, Four Double Bedrooms

First Floor

Stairs and Landing, Bathroom with panelled bath, pedestal wash basin and wc, Kitchenette, Bathroom Two with panelled bath, pedestal wash basin and wc, Five Further Double Bedrooms. The accommodation benefits from gas fired central heating

140 Hunters Road

Ground Floor

Communal Reception Hall



Flat 1:

Reception Hall, Lounge, Two Double Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc, Dining Kitchen

First Floor

Stairs and Landing

Flat 2:

Lounge, Three Double Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc, Dining Kitchen

Flat 3:

Stairs and Landing to

Second Floor

Lounge, Double Bedroom, Kitchen, Shower Room with glazed shower enclosure, pedestal wash basin and wc

Each flat benefits from a shared gas fired central heating system

Outside

Front: Full width tarmacadamed forecourt enclosed by iron railings with two pairs of double gates and having a frontage of 38 metres (124ft)

Rear: Large paved patio, large garden and a driveway leading to concrete hard standing

The site also includes a vacant parcel of land fronting Wills Street with a frontage of 8 metres (26ft)

Note: Some third party rights of way exist over the driveway providing vehicular access to rear garages belonging to numbers 130, 132 and 134 Hunters Road

Vendors Solicitors

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Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





1-3 Cyril Road, Small Heath, Birmingham B10 0SS

Property Description:

A substantial brick and tile built property which has for many years been used as Retail premises, but which may suit a variety of alternative uses subject to obtaining the appropriate planning consent. The building itself is three storey and requires modernisation and improvement. The total net internal area extends to approximately 206.6sq.m (2,223sq.ft) whilst the site extends to approximately 0.05 hectares (0.12 acres). The Ground Floor Retail area benefits from modern metal frame shop front, suspended ceiling, uPVC double glazing to the rear and has a net internal area of 102.3sq.m (1,101sq.ft). The First Floor benefits from part uPVC double glazing and the Attic Rooms benefit from full uPVC double glazing. The property itself is located close to the junction of Cyril Road and Coventry Road (A45), which provides a direct link to Coventry and Birmingham City Centres.

Accommodation:

Ground Floor:

Front Retail area divided into three rooms extending to approximately 58.1sq.m (625sq.ft), Three Rooms to the rear of the building extending to approximately 44.2sq.m (475sq.ft), Kitchen and Bathroom. The net internal area on the Ground Floor is 102.3sq.m (1,101sq.ft).

First Floor:

Five Rooms, Bathroom and separate WC with a net internal area extending to approximately 74.2sq.m (798sq.ft).

Second Floor:

Two Attic Rooms extending to approximately 30.1sq.m (324sq.ft).

Outside:

Front: The property fronts onto Cyril Road.

Rear: Substantial rear gardens.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





249/251 Finchley Road, Kingstanding, Birmingham, B44 0JX

Property Description:

An end terrace retail unit of traditional construction with a self contained flat to the floor above (number 251) together with a detached single storey brick built retail unit with a flat roof (number 249).

Number 251 comprises of a ground floor retail unit which has recently been refurbished and is offered for sale with vacant possession, whilst to the first floor there is a two bedroom flat with a side access which again has recently been refurbished. The flat is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum).

Number 249 is a recently refurbished retail unit recently let as a motorcycle shop on a 2 Year lease at a current rental of £400 per calendar month (£4,800 per annum). The properties themselves are located on the corner of Kingstanding Road and Kings Road (4149).

Accommodation:

Number 249 Kingstanding Road

Retail Area extending to approximately 56.8sq.m (612sq.ft)

Number 251 Kingstanding Road Ground Floor

Retail Area extending to approximately 42.8sq.m (461sq.ft) (average measurements), Stock Room with Kitchenette extending to approximately 14.0sq.m (151sq.ft) separate WC and Private Office.

First Floor

Self contained flat with side access, Reception Hall, Living Room, Kitchen, Two Bedrooms and Bathroom with panelled bath, WC and wash hand basin.

Leases

Number 249

The Retail Unit is currently let on 2 year lease which commenced 1 February 2008 at a current rental of £4,800 per annum.

Number 251

The Ground Floor Retail Area benefits from Vacant Possession.

The First Floor Flat is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum).

Total Rental Income: £10,200 per annum

Vendors Solicitors

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Viewings

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45 Avery Road, Sutton Coldfield, West Midlands, B73 6QB

Property Description:

A mid terraced unit of traditional construction which comprises of a ground floor retail unit which is presently let at a rental of £9,500 per annum. The Retail Area is in presentable condition benefiting from metal frame shop front, suspended ceiling and laminate flooring. In addition the property benefits from planning consent for the erection of a single storey extension to the rear (see planning section). The property itself is located in a terrace of similar units on Avery Road close to the junction with Grendon Drive. Avery Road itself runs directly off Monmouth Drive.

Accommodation:

Ground Floor Retail Unit:

Well presented retail area extending to approximately 52.5sq.m (566 sq.ft), Store Room extending to approximately 17.9sq.m. (193sq.ft.), Kitchen and WC

Lease Information:

The Retail Unit is currently let on a 10 year lease which commenced 23 June 2006 at a rental of £9,500 per annum

Planning:

The property benefits from Planning Consent granted 20 March 2006 (ref N/00418/06/FUL) for the erection of a single storey extension to the rear providing further storage accommodation to the retail unit.

Tenure:

The property is of a Leasehold tenure for a term of 99 years which commenced 23 December 2005.

Vendors Solicitors

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Paddock 1, Portway Hill, Rowley Regis, West Midlands

Description:

A freehold parcel of land extending to an area of approximately 1.0 acres (4,081 sq m) and currently forming part of a large open space, predominantly comprising of grazing land. The paddock is situated off Portway Hill close to the junction with Lye Cross Road and benefits from direct road frontage. Portway Hill leads off Newbury Lane which in turn leads off Wolverhampton Road (A4123).

Vendors Solicitors

Refer to Auctioneers

Viewings

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**53 Kingsbury Road, Erdington,
Birmingham B24 8QG**

Property Description:

A substantial three storey mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a block paved foregarden. The property benefits from having spacious well laid out accommodation, and has been refurbished to include UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in presentable condition. The property further benefits from a garage located to the rear of the property and accessed via a service road. Kingsbury Road can be found off Gravelly Hill (A5127) and the property itself is within approximately half a miles distance from the High Street in Erdington providing a wide range of shops and amenities and half a mile in the opposite direction to junction 6 of the M6 motorway.

Accommodation:
Ground Floor:

Entrance Porch, Entrance Hallway, Front Reception, Rear Reception, Kitchen, Utility Room and WC

First Floor:

Bedroom 1 with ensuite shower room having double shower tray, WC and pedestal wash hand basin, Bedroom 2, Bedroom 3 and Bathroom having panelled bath with electric shower over, low level WC and pedestal wash basin, stairs to

Second Floor:

Bedroom 4

Outside:

Front: Paved foregarden

Rear: Lawned garden and garage accessed via a service road.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 25

Freehold Vacant Possession

**28 Heydon Road,
Pensnett,
West Midlands DY5 4LP**

Property Description:

A mid terraced property of Smiths Style construction with a rendered frontage surmounted by an interlocking hipped tile clad roof and set back from the road behind a paved foregarden and tarmacadam covered driveway allowing for off road parking. The property benefits from having UPVC double glazed windows, gas fired central heating and is offered for sale generally in presentable condition. Heydon Road is located off Tilehouse Lane which is in turn located off Commonsides (B4179). The property is within approximately half a mile distance from Russells Hall Hospital.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Kitchen

First Floor:

Two Bedrooms and Bathroom having panelled bath, pedestal wash hand basin and separate WC having low level WC



Outside:

(Front) Paved garden and driveway

(Rear) Garden with brick built stores

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 26

**28 Bournville Lane,
Bournville, Birmingham
B30 2LN**

Property Description:

A traditional mid terraced, three storey property of brick construction surmounted by an asphalted slate clad roof and originally comprising of a ground floor retail shop along with living accommodation to the rear and first floors over. The property is now used solely as a residential dwelling offering well laid out accommodation ideal for investment purposes and benefiting from gas fired central heating, mains fitted smoke alarms and a brick built garage located to the rear. The property is situated between the junctions of Regent Street and Bond Street and Bournville Lane leads directly off Hazelwell Road (A441). Bournville Railway Station is located within approximately 100 metres distance. The property is currently let on a Company Tenancy Agreement for a term of four years which commenced on 1st February 2007 at a rental of £758.33 per calendar month (£9,100 per annum)

Accommodation:

Ground Floor:

Canopy Entrance, Reception Hall with cellar access, Front Reception Room (Bedroom Five), Lounge, Dining Room, Kitchen



First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

Second Floor:

Stairs and Landing, Bedroom Three, Bedroom Four

Outside:

Rear: Concrete yard/garden with brick built garage accessed by a shared vehicular gated access off Regent Street

Vendors Solicitors

Refer to Auctioneers

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Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





56 Redhall Road, Lower Gornal, Dudley, West Midlands DY3 2NL

Property Description:

A traditional semi detached house of brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows, three bedrooms and ample off road parking but requiring modernisation and improvement throughout. The property is situated in an established residential area known as Lower Gornal and Redhall Road itself runs directly between Himley Road (B4176) and Temple Street. Dudley Town Centre lies within approximately two miles distance to the East.

Accommodation:

Ground Floor:

Vestibule Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

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

Outside:

Front: Foregarden and a full length concrete driveway extending to the rear

Rear: Wooden garage, garden and brick store

Vendors Solicitors

Refer to Auctioneers

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109 Wychwood Crescent, Sheldon, Birmingham B26 1LX

Property Description:

A mid terraced house of non traditional "Smith's" type construction surmounted by a pitched tile clad roof and providing well laid out accommodation, offered for sale in a presentable condition and benefiting from gas fired central heating and UPVC double glazed windows. Wychwood Crescent leads off Wensley Road which in turn leads off Barrows Lane and the property is within approximately one quarter of a mile distance from Coventry Road (A45) which provides access to a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £495 per calendar month (£5,940 per annum)

Accommodation:

Ground Floor:

Reception Hall, Through Lounge/Dining Room, Kitchen with a range of modern units, covered side passageway and brick built store

First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with panelled bath, pedestal wash basin and Separate WC

Outside:

(Front) Lawned foregarden

(Rear) Paved patio, long lawned garden and a brick store

Vendors Solicitors

Refer to Auctioneers

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38 Camberley, Beacon View Road, West Bromwich, West Midlands B71 3PE

Property Description:

A duplex flat situated on the third and fourth floors of a substantial purpose built block and offering well laid out accommodation. The property is in good presentable condition and benefits from UPVC double glazed windows, electric heating and two double bedrooms. In recent years the management of the block has come under control of the residents and the block has thus undergone a range of improvement works, and furthermore the property is situated in an improving area and particularly adjacent to a recent development containing a range of private housing. Beacon View Road is located off the Walsall Road (A4031) and is approximately one and a half miles distance from Junction 9 of the M6 motorway. The property is currently let on an assured shorthold tenancy agreement producing a rental of £325 per month (£3,900 per annum).

Accommodation:

Ground Floor:

Communal Entrance with a security door entry system and access to lifts

Fourth Floor:

Communal Landing Area, Entrance Hall, Lounge, Dining Kitchen

Third Floor:

Stairs down to Hallway, Bathroom having panelled bath, pedestal wash hand basin and WC and two Bedrooms

Outside:

Communal Gardens and Parking

Leasehold Information:

Ground Rent: refer to legal pack

Service Charge: refer to legal pack

Term: 199 years from 29 September 1990

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 30

25 Briarley, Beacon View Road, West Bromwich, West Midlands B71 3PG

Property Description:

A two bedroom flat situated on the seventh floor of a substantial purpose built block benefiting from UPVC double glazed windows and electric heating, communal gardens and parking area, the Flat is also offered for sale in presentable condition. The block is situated in an improving area and in particular is close to a recent development containing a range of private housing. Beacon View Road is located off Walsall Road (A4031) and is approximately one and a half mile distance from junction 9 of the M6 motorway. The Flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £400 per month (£4,800 per annum)

Accommodation:

Ground Floor:

Communal Entrance Hall with security door entry system, stairs and Lifts to

Seventh Floor:

Entrance Hall, Lounge, Kitchen, two Bedrooms and Bathroom

Outside:

Communal gardens and parking area

LOT 31

39 Briarley, Beacon View Road, West Bromwich, West Midlands B71 3PG

Property Description:

A two bedroom flat situated on the Tenth floor of a substantial purpose built block benefiting from UPVC double glazed windows and electric heating, communal gardens and parking area, the Flat is also offered for sale in presentable condition. The block is situated in an improving area and in particular is close to a recent development containing a range of private housing. Beacon View Road is located off Walsall Road (A4031) and is approximately one and a half mile distance from junction 9 of the M6 motorway. The Flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £400 per month (£4,800 per annum)

Accommodation:

Ground Floor:

Communal Entrance Hall with security door entry system, stairs and Lifts to

Tenth Floor:

Entrance Hall, Lounge, Kitchen, two Bedrooms and Bathroom

Outside:

Communal gardens and parking area

Leasehold Investment



Leasehold Information:

Term: 199 years from 25 March 1989

Ground Rent: £50 rising to £400

Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Leasehold Investment



Leasehold Information:

Term: 199 years from 25 March 1989

Ground Rent: £50 rising to £400

Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



Leasehold Vacant Possession By Order of the Mortgagees in Possession



Unit 3 Heritage Court, 17/21 Warstone Lane, Birmingham, B18 6HP

Property Description:

A Long Leasehold modern commercial property forming part of a parade of similar units, in a recently developed complex known as 'Heritage Court'. The property, constructed in 2001, has previously been trading as an internet café and benefits from open plan retail area/café, roller shutter protection to a modern metal framed shop front, suspended ceiling (requiring some repair) and concrete floor. There is a partitioned off rear storage area with ancillary accommodation and WC. Heritage Court is a mixed use development comprising 4 commercial units and 116 apartments, which is located directly opposite Augusta Street, in the popular 'Jewellery Quarter' area of Birmingham. The City Centre is located within approximately half a mile to the South East.

Accommodation:

Ground Floor:

Retail Area extending to approximately 147.2sq.m. (1,584sq.ft.)

Rear Store area containing a cold store and partitioned to provide a Private Office, Disabled WC and Store Room and extending to approximately 34.4sq.m. (371sq.ft.)

Total Gross Internal Area: 181.6sq.m. (1,954sq.ft.)

Tenure:

The property is subject to a Long Leasehold interest for a term of 125 years which commenced 1 September 2001.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



Overview of Heritage Court

149 James Turner Street, Birmingham B18 4NF

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a walled foregarden and benefiting from gas fired central heating, UPVC double glazed windows, interlinked smoke alarms, emergency lighting and fire doors. James Turner Street is situated off Foundry Road which in turn leads off Winson Green Road (A4040) and the property is located within approximately half a mile distance from Soho Road (A41) providing access to a wide range of amenities and services. The property is currently let on a Company Tenancy Agreement for a term of five years which commenced on 19th June 2006 at a rental of £450 per calendar month (£5,400 per annum)

Accommodation:

Ground Floor:

Front Reception Room, Inner Hall, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms

Freehold Investment



Outside:

Front: Walled forecourt

Rear: Yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Tuesday 20th May 2008 at Aston Villa Football Club, Aston Villa, Birmingham. 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.

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)

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





15 Thorneycroft Road, Bilston, West Midlands WV14 8LT

Property Description:

An extended and much improved semi detached house of brick construction, predominantly surmounted by a hipped interlocking tile clad roof. The property is offered for sale in a presentable condition benefiting from a large ground floor extension to rear, UPVC double glazed windows and doors, gas fired central heating, modern kitchen, bathroom and shower room fittings, ample off road parking and a garage. The property is situated at the junction with Thorneycroft Place and is situated off Great Bridge Road which leads off High Street, Bilston (A41) and the property lies within approximately 3 miles distance to the south east of Wolverhampton city centre.

Accommodation:

Ground Floor:

Reception Hall, Lounge, Dining Room, Breakfast Kitchen with an extensive range of attractive modern units, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bedroom Three, Shower Room with glazed shower enclosure, pedestal wash basin and wc

Outside:

Front: Lawned foregarden with concrete driveway providing ample off road parking and leading to garage

Rear: Paved patio and a generous lawned garden

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Residential Building Plot 502 Gospel Lane, Solihull, West Midlands B27 7AP

Description:

A parcel of freehold land, triangular in shape and prominently situated at the junction of Gospel Lane and Langley Hall Road. The property benefits from planning consent for the construction of a two bedroom detached dwelling house. The plot is situated in an established residential area on the outskirts of the Solihull Borough and Gospel Lane leads via Redstone Farm Road off Solihull Lane (B4025). Solihull Town Centre lies within approximately two and a half miles distance to the East.

Planning:

The plot benefits from planning consent (Ref: APP/Q4625/A/06/2031675 and dated 27th March 2007) for the erection of a two bedroom detached dwelling house. The planning consent was granted upon appeal following an attempt to renew an original planning

consent which was granted in 2001 for the same scheme. The architects' plans accompanying the planning application detailed a dwelling with the following accommodation:

Ground Floor:

Entrance Hall, Cloak Room with wc, Lounge, Kitchen, Dining Room

First Floor:

Stairs and Landing, Two Bedrooms and Bathroom

A copy of the planning consent and architect's plans are available for inspection at the auctioneers' offices

Vendors Solicitors

Refer to Auctioneers

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Building Plot Adjacent 17 Regent Street, Bilston, West Midlands WV14 6AP

Description:

A parcel of freehold building land situated in a residential street adjacent to number 17 Regent Street. The plot is rectangular in shape and extends to an area of approximately 331sq.ms (0.08 acres) and has a frontage of 11.4 metres (37ft). The plot benefits from planning consent for the erection of a four bedroom detached dwelling. The property forms part of an established and predominantly residential area located via Elm Avenue off Wellington Road (A41) and conveniently within approximately two miles distance to the South East of Wolverhampton City Centre.

Planning:

The plot benefits from planning consent granted by Wolverhampton City Council (Ref: 04/0201/FP/R and dated 2nd April 2004) for the erection of one four bedroom detached dwelling house. The architect's plans accompanying the application detailed a property with the following accommodation:

Ground Floor:

Porch, Reception Hall with Cloak Room having wc, Study, Breakfast Kitchen, Utility Room, Full Width Lounge/Dining Room and Side Garage

First Floor:

Stairs and Landing, Bedroom One with En-suite Shower Room, Three Further Bedrooms and Family Bathroom

Outside:

Front: Foregarden and driveway

Rear: Patio and garden

A copy of the planning consent and the architect's drawings are available for inspection at the auctioneer's offices

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187 Dyas Avenue, Great Barr, Birmingham, B44 8SU

Property Description:

An end terraced property of brick construction surmounted by a hipped tile clad roof set back from the road in a slightly elevated position behind a lawned foregarden. The property benefits from having a pre-fabricated side extension providing an additional reception room, UPVC double glazing, gas fired central heating and is offered for sale in presentable condition. The property further benefits from having off road parking to the rear accessed off Charnwood Road. Dyas Avenue is located off Old Walsall Road (B4124) and Walsall Road (A34) the latter providing direct access to Birmingham City Centre and Walsall Town Centre. The property is within approximately two miles distance from the University of Central England Perry Barr Campus.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room and Dining Kitchen

First Floor:

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

Outside:

Front: Lawned foregarden

Rear: Lawned garden and paved area allowing for off road parking

Vendors Solicitors

Refer to Auctioneers

Viewings

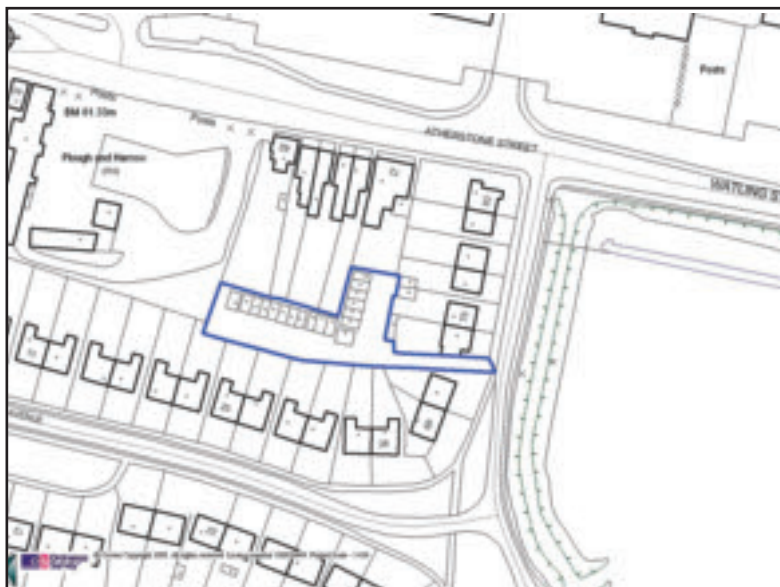
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Garage Yard / Redevelopment Opportunity, Brookend, Fazeley, Tamworth, Staffordshire, B78 3RR

Description:

A parcel of freehold land extending to an area of 0.23 acres (930sq.ms) and situated to the rear of residential properties located at both Brookend and Buxton Avenue. The site currently contains a total of 19 lock-up garages and benefits from planning consent for the demolition of 13 garages to the western part of the site and the erection of two dwelling houses in their place. A row of 6 lock-up garages will be retained to the northern part of the site over which there are some third party rights of way. The site includes an access driveway located between numbers 71 and 73 Brookend. Brookend itself provides a direct access to Atherstone Street (B5404) which joins with Tamworth Road (A4091) to provide access to Tamworth Town Centre being within approximately one and a half miles distance to the north. The yard has been owned by the current vendor for several years and has been well managed providing a reliable investment which produces the following income:

Rental Income:

19 Lock-up Garages: Fully let at a rental of £7.50 per week each
Total Rental Income: £7,410 per annum
Revised Rental Income: (when site has been developed) 6 lock up garages at £7.50 per week each (£2,340 per annum)

Planning:

The site benefits from planning consent granted by Lichfield District Council (Ref: 06/00978/OUT and dated 28th November 2006) for the demolition of part of the existing garages and erection of two dwellings and associated works.

A copy of the planning decision notice is available for inspection at the auctioneers' offices

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ACRES



**201 Beeches Road,
Great Barr, Birmingham
B42 2QE**

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and external doors but requiring modernisation and improvement throughout. The property is situated close to the junction with Wingfield Road and Beeches Road leads directly off Walsall Road (A34) which provides direct access to local services at The Scott Arms being within approximately one and a quarter miles distance along with the M6 Motorway (junction 7) which is approximately two miles distance to the north and Birmingham City Centre which lies approximately four miles distance to the south.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Room, Kitchen

First Floor:

Stairs and Landing, Two Double Bedrooms, Shower Room with glazed shower enclosure, pedestal wash basin and wc



Outside:

Front: Lawned foregarden, pedestrian shared entry access to rear

Rear: Paved yard, brick store and lawned garden

Leasehold Information:

Term: 999 years from 25th December 1960

Ground Rent: £9.00 per annum

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5337





Garage Yard at Church Walk, Dawley, Telford, Shropshire, TF4 3EX

Property Description:

A parcel of Freehold land extending to approximately 0.21 acres (0.11 hectares) situated in the established residential area of Dawley, less than 2 miles from Telford town centre. The land comprises of a mainly tarmacadam site with 9 hard-standings let to tenants at a rental of £50 per annum each (total rental income £450 per annum). The tenants are responsible for the erection of their own garages. The agreements may be terminated by giving four weeks notice from either party.

Any parties interested in the re-development of the site must consult the Legal Pack and the Local Authority (Telford and Wrekin Council) to satisfy themselves in respect to this.

The site itself situated in an established residential area and is located directly off Church Walk via a tarmacadam vehicular driveway and there is a second pedestrian access to the East of the site.

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Garages 150 - 152

Garages 139, 141, 150, 151 & 152 Sunnybank Avenue, Coventry, CV3 4DR

Property Description:

A portfolio of five Freehold single car garages presently producing £1,860 per annum. The garages form part of one of several garage yards in the local vicinity, which form an established residential area containing a variety of flats and terraces and this particular yard can be accessed off both Sunnybank Avenue and Sunbury Road.

Rental Information:

The garages are let on monthly licenses and are fully let on the following terms:

4 Single garages: £30pcm

1 Single garage: £35pcm

Current Total Rental Income:
£155pcm (£1,860per annum)

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60 Arden Grove, Ladywood, Birmingham B16 8HQ

Property Description:

A well laid out second floor flat forming part of a purpose built development located off Francis Road which in turn runs directly off the Hagley Road (A456). The property benefits from having well laid out accommodation, UPVC double glazed windows, Electric Storage heating and is offered for sale in presentable condition. The surrounding area has undergone significant redevelopment in recent years with the erection of the Broadway Plaza Leisure Development. The property is approximately a quarter of a mile from Broad Street providing a wide range of local amenities, bars and restaurants.

Accommodation:

Ground Floor:

Communal Entrance and stairs

First Floor:

Entrance Hallway, Reception Room, Kitchen, two Bedrooms and Shower room having shower cubicle, pedestal wash hand basin and low level WC

Outside:

Communal Gardens and Parking

Leasehold Information:

Ground Rent: £10 per annum

Service Charge: Refer to Legal Pack

Term: 99 years from 1 January 1983

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**135 Poplar Avenue, Edgbaston,
Birmingham B17 8EH**

Property Description:

A substantial three storey mid terraced residence of brick construction surmounted by a pitched replacement tile clad roof and benefiting from mostly UPVC double glazed windows. The property was informally converted several years ago into self contained flats, originally comprising of six separate units, but now reduced to five units and benefiting from separate electricity meters along with mains fitted fire detection system, smoke detectors and emergency lighting. The property is currently vacant with the exception of flat 6 which is let on an Assured Shorthold Tenancy agreement and whilst a number of improvement works have been carried out, the property is still in need of general modernisation and improvement.

Rental Income:

Flat 6: Currently let at a rental of £87.50 per week (£4,550 per annum)

Accommodation:

Ground Floor:

Shared Reception Hall,

Flat 1 & 2 Combined:

Lounge, Bedroom with En-suite Shower, Inner Hall, Dining Room, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc

First Floor:

Stairs and Landing,

Flat 3:

Bed/Living Room with Kitchenette and En-suite Shower with wash basin, Separate WC (located off landing)

Flat 4:

Bed/Living Room with Kitchenette and En-suite Shower Room having shower, wc and wash basin

Flat 5:

Bed/Living Room with Kitchenette and En-suite Shower Room with shower and wc

Second Floor:

Stairs to:

Flat 6: (not inspected)

Bedroom, Lounge, Kitchenette and Shower Room with wash basin and wc

Outside

Front: Paved forecourt with pedestrian side entry access to rear

Rear: Large yard/patio and large overgrown garden

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Viewings

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134 Church Road, Erdington, Birmingham B24 9BD

Property Description:

A semi detached property of brick construction surmounted by a pitched tile clad roof set back from the road behind a walled and paved foregarden and benefiting from UPVC double glazed windows. The property has been informally converted several years ago to provide three separate flats, benefiting from separate electricity metres, shared gas fired central heating, mains fitted smoke alarms, emergency lighting and security door entry system. The property forms part of an established residential area conveniently located directly off Erdington High Street which houses a wide range of retail shops and amenities. Each flat is currently let on an Assured Shorthold Tenancy Agreement producing the following rental income:

Flat 1:

Rental Income: £415 per calendar month

Flat 2:

Rental Income: £315 per calendar month

Flat 3:

Rental Income: £460 per calendar month

Total rental Income: £14,280 per annum

Accommodation:

Ground Floor:

Communal Entrance

Flat 1: Lounge, Kitchen, Bedroom and Shower Room having shower cubicle, WC and pedestal wash basin

Flat 2 (Studio): Shower Room having shower cubicle, WC and pedestal wash basin, Bed/Living Room and Kitchen

First Floor:

Stairs and Landing

Flat 3: Lounge, Kitchen, Two Bedrooms, Bathroom having panelled bath, pedestal wash basin, separate WC

Outside:

Front: Walled foregarden with side access

Rear: Lawned garden

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LOT 45

Freehold Vacant Possession

24 Waterfield Close, Tipton, West Midlands DY4 8BB

Property Description:

A semi detached property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a paved drive way and double gates providing off road parking. The property benefits from having well laid out accommodation, the majority UPVC double glazed windows and is offered for sale in presentable condition. Waterfield Close is a cul-de-sac located in a popular residential area and is found off Foxyard Road which in turn is located off Sedgely Road (A457).

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Kitchen/Diner

First Floor:

Stairs and Landing, two Bedrooms and Bathroom having panelled bath with electric shower above, pedestal wash hand basin and WC



Outside:

Front: Paved driveway and lawned garden

Rear: Lawned garden with storage shed

Vendors Solicitors

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LOT 46

Leasehold Investment



4 Kenilworth Court, Dudley, West Midlands DY1 2DT

Property Description:

A first floor two bedroom maisonette of brick construction, surmounted by a tile clad roof. The property benefits from well laid out accommodation, UPVC double glazed windows and gas-fired central heating and garden area. The property is offered for sale in presentable condition. Kenilworth Court is located off Scotts Road which is off The Roundabout, where the Stourbridge Road (A461) and Kingswinford Road (A4104) meet. The flat is approximately a quarter of a mile distance from Russells Hall Hospital and approximately one mile from the Merry Hill Shopping Centre, providing a wide range of shops and amenities. The property is currently let on an Assured Shorthold Tenancy at a rental of £380 per calendar month (£4,560pa)

Accommodation:

Stairs to:

First Floor:

Reception Room, Kitchen, Two Bedrooms, Bathroom having panelled bath, pedestal wash basin & W.C.

Outside (rear) – Garden area.

Tenure:

Leasehold

Term: 125 years from 13 April 1987

Ground Rent: £10.00 per annum

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Building Plot Adjacent to 34 Antrobus Road, Handsworth, Birmingham B21 9 NZ

Land Description:

A parcel of land extending to approximately 202sq.m (2178.14sq.ft) situated adjacent to 34 Antrobus Road having the benefit of full Planning Permission for the erection of a new three storey five bedroom dwelling house. Antrobus Road is located in an established residential area and can be found off Grove Lane and Rookery Road (A4040). The land is within approximately a quarter of a miles distance from the main shops and amenities located on the Soho Road.

Planning:

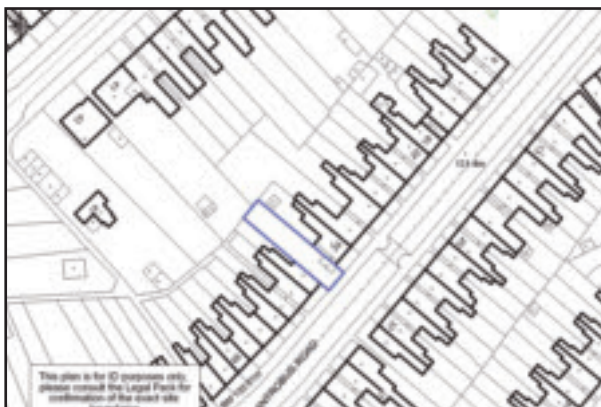
The land benefits from Planning Consent granted by Birmingham City Council reference N/06383/07/FUL dated 13 December 2007 for the construction of a new three storey five bedroom dwelling house.

Vendors Solicitors

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The Old Smithy, Winson Green Road, Winson Green, Birmingham, B18 4AW

Property Description:

A detached former Public House of traditional brick construction surmounted by a slate clad roof, requiring modernisation and improvement throughout. The property comprises of a substantial part three and part two storey building, offering extensive and flexible accommodation and may be suitable for a variety of uses (subject to obtaining planning consent for any intended use). The property occupies a prominent position located at the junction of Winson Green Road (A4040) and Norman Street in the predominantly residential suburb of Winson Green and is conveniently within approximately a third of a mile distance from the Dudley Road Hospital and one mile distance from Soho Road (A41) providing access to a wide range of retail amenities and services.

Accommodation:

Front Section:

Ground Floor:

Main Entrance and Reception Hall, Full Width Public Bar 77.8sq.m. (838sq.ft.), Side Entrance, Lobby with Cellar access, Male WC's.

First Floor:

Stairs and Landing, Full Width Function Room 89.1sq.m. (959sq.ft.)), Male and Female WC's

Rear Section:

Ground Floor:

Lounge, WC's, Hallway and Dining Kitchen

First Floor:

Stairs and Landing, Bathroom with bath and wash basin, Separate WC, Bedroom 1, Lounge

Second Floor:

Bedroom Two with storeroom and Bedroom 3

Outside (rear)

Small enclosed yard

Total Net Internal Area: 279 sq. mtrs (3002 sq ft)

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LOT 49**Freehold Vacant Possession**

**260c Gospel Lane,
Acocks Green,
Birmingham, B27 7AH**

Property Description:

A mid terrace Retail Unit of traditional construction surmounted by a tile clad roof, located in a parade of shops adjacent to William Hill Bookmakers. The Ground Floor Retail area requires modernisation and improvement whilst the First and Second Floor has recently undergone some refurbishment but would benefit from several finishing works. The property itself is located on Gospel Lane close to the junction with Dorsington Road approximately half a mile from the busy Warwick Road (A41).

Accommodation:**Ground Floor:**

Retail Area extending to 40.5sq.m (436sq.ft) and partitioned off Rear Office extending to 9.8sq.m (106sq.ft), Kitchen, and Separate WC.

First Floor:

Access from the rear, comprising two rooms, Kitchen and Bathroom with panelled bath, wash hand basin and WC.

Second Floor:

Attic Room

**Outside:**

Front: Tarmacadam Forecourt providing off road parking.

Rear: Paved yard with parking for several cars and access to flat

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LOT 50**Freehold Vacant Possession**

374 Lichfield Road, Wolverhampton WV11 3EJ

Property Description:

A traditional semi detached house of rendered brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation and benefiting from gas fired central heating, off road parking and a garage but requiring modernisation and improvement throughout. The property forms part of an established residential area known as Wednesfield and is conveniently located within approximately one mile distance from New Cross Hospital and two and a half miles distance from Wolverhampton City Centre.

Accommodation:**Ground Floor:**

Porch, Reception Hall, Through Lounge/Dining Room, Breakfast

Kitchen

First Floor:

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

Outside:

Front: Full width tarmacadamed forecourt and driveway providing ample off road parking, side garage, pedestrian side access to rear

Rear: Concrete yard, paved patio and a predominantly lawned garden

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**44 Vicarage Road,
Wolverhampton
WV2 1DT**

Property Description:

A traditional mid terraced house of brick construction, surmounted by a pitched tile clad roof. We understand that the property has recently undergone refurbishment and modernisation including the provision of Gas fired central heating, UPVC double glazed windows, newly fitted kitchen and bathroom and has been re-plastered and rewired. Vicarage Road leads off All Saints Road which in turn leads off Birmingham Road ((A4123). Wolverhampton city centre is conveniently within approximately a quarter of a miles distance.

The property has not been internally inspected by the auctioneers but we understand from the vendor that it comprises of the following accommodation:

Accommodation:

Ground Floor:

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



First Floor:

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

Outside:

Front: Walled foregarden

Rear: garden and garage/ workshop

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

Personal/Company Cheque

*(all cheques are subject to a valid form of identification
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33 Grange Road, Halesowen, West Midlands B63 3EF

Property Description:

A detached property of brick construction surmounted by a tile clad roof set back behind a walled foregarden and driveway allowing for off road parking and access to garage. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating and modern kitchen and bathroom fitments. The property is offered for sale in presentable condition. Grange Road (A459) can be located off the Halesowen By Pass (A456) and the property itself is within approximately a quarter of a miles distance from the main shopping area in Halesowen. The property is also within approximately one miles distance from junction 3 of the M5 motorway.

Accommodation:

Ground Floor:

Entrance Hallway, Front Reception Room, Rear Reception Room, Kitchen, Utility Room, Stairs and Landing to

First Floor:

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

Outside:

Front: Paved and walled foregarden allowing access to garage

Rear: Large lawned garden and garage

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377 Brownfield Road, Shard End, Birmingham B34 6SE

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a block paved forecourt and benefiting from well laid out accommodation, UPVC double glazed windows, gas fired central heating and modern kitchen fitments. The property is offered for sale generally in a well maintained condition.

Leasehold Information:

Term: 99 years from 1st May 2000

Ground Rent: Currently £75 per annum (rising during the term)

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Accommodation:

Ground Floor:

UPVC Double Glazed Porch, Reception Hall, Through Lounge, Kitchen with a range of modern fitted units incorporating built in oven, hob and cooker hood, a secure Shared Entry leading to a secure Side Entrance Hall having a built in store

First Floor:

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

Outside:

Front: Double gated access to a full width block paved forecourt

Rear: Patio area, brick built store and lawned garden





7 Bradburn Road, Wolverhampton WV11 1JW

Property Description:

A semi detached house of non traditional "Smith's" type construction surmounted by a hipped tile clad roof and offered for sale in a presentable and well maintained condition, benefiting from gas fired central heating, UPVC double glazed windows and doors, modern kitchen and bathroom fitments and ample off road parking. Bradburn Road leads directly off Long Knowle Lane (B4484) and the property is located within one miles distance of New Cross hospital and within approximately two miles distance to the north east of Wolverhampton city centre.

Accommodation:

Ground Floor:

Reception Hall, Through Lounge, Kitchen, Breakfast Area/Side Entrance Hall

First Floor:

Stairs and Landing, Bathroom with panelled bath, glazed shower enclosure, pedestal wash basin and wc, Bedroom One, Bedroom Two, Bedroom Three

Outside:

Front: Walled foregarden with a full length concrete and gravel driveway to side providing parking for 3 to 4 cars

Rear: Pedestrian gated side access to patio/yard, lawned garden and two sheds

Vendors Solicitors

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**15 Hewitt Street, Wednesbury,
West Midlands WS10 8PY**

Property Description:

An end terraced property surmounted by a hipped tile clad roof set back from the road behind a wall and lawned foregarden. The property benefits from having UPVC double glazed windows, gas fired central heating and well laid out accommodation. Hewitt Street is located off Park Street which in turn is found off Wolverhampton Street. The property is within a quarter of a miles distance from the main shops and amenities located in Darlaston. The property is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £90 per week (£4680 per annum).

Accommodation:

Ground Floor:

Lounge, Kitchen

First Floor:

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

Outside:

Front: Walled foregarden

Rear: Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

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**10 Albert Road,
Stechford, Birmingham
B33 9BD**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from three bedrooms but requiring modernisation and improvement throughout. The property is situated at the Northern end of Albert Road close to the junction with Station Road (A4040) and conveniently within less than a quarter of a mile distance from Stechford Retail Park and Stechford Railway Station. Birmingham Heartland Hospital is within approximately one mile distance.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two (intercommunicating), Bedroom Three



Outside:

(Front) Small foregarden

(Rear) Paved yard, shared pedestrian rear access and predominantly lawned garden

Vendors Solicitors

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Viewings

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14 Cromane Square, Great Barr, Birmingham B43 5QS

Property Description:

An end terraced property surmounted by a tile clad roof set back from the road behind a lawned and walled foregarden. The property benefits from having well laid out accommodation which includes UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. Cromane Square is a pedestrian walkway located off Templemore Drive and Woodfort Road, the latter being found off Hamstead Road (B4167). The property is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £540 per calendar month (£6,480 per annum).

Accommodation:

Ground Floor:

Entrance Hallway, Lounge/Dining Room, Kitchen

First Floor:

Three Bedrooms and Bathroom having panelled bath with electric shower over, pedestal wash basin and WC

Outside:

Front: Lawned foregarden

Rear: Lawned garden

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 58**Freehold Vacant Possession**

**93 Douglas Road,
Handsworth,
Birmingham B21 9HG**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a small walled foregarden and benefiting from gas fired central heating. Douglas Road forms part of a traditional and established residential area and is located off Grove Lane which in turn provides access to Soho Road (A41) being within approximately one third of a mile distance and housing a wide range of retail amenities and services.

Accommodation:**Ground Floor:**

Front Reception Room, Dining Kitchen, Rear Entrance Hall, Shower Room with shower enclosure, pedestal wash basin and wc

First Floor:

Stairs and Landing, Two Double Bedrooms

**Outside:**

Front: Walled foregarden

Rear: Paved yard and garden with rear pedestrian access

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 59**Leasehold Vacant Possession**

**69 Viceroy Close, Edgbaston,
Birmingham B5 7UU**

Property Description:

A ground floor two bedroom mansion style apartment located in a purpose built block set back from the road behind large well maintained communal gardens. The property benefits from having well laid out accommodation, however does require some modernisation and improvement. Viceroy Close is an established and highly regarded development conveniently located off the Bristol Road (A38) which provides direct access via public or private transport to Birmingham City Centre being within approximately one miles distance.

Accommodation:**Ground Floor:**

Communal Entrance and Hallway, Entrance Hallway, Lounge/Dining Room, Kitchen, two Bedrooms, Bathroom having panelled bath, pedestal wash basin and WC, separate WC

Outside:

Communal gardens and parking

Leasehold Information:

Term: 56 years from 24 June 1978

Ground Rent: £45 rising to £90

Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





22 Moorland Court, 42 Melville Road, Birmingham B16 9JR

Property Description:

A well laid out purpose built flat located on the third floor forming part of a well managed block in a popular and established development located off Melville Road. The flat is offered for sale in presentable condition and Moorland Court is located between Gillott Road and Littleton Road running adjacent to the Hagley Road which provides direct access via public or private transport to Birmingham City Centre being within approximately one miles distance, and therefore could provide an idea investment opportunity.

Accommodation:

Ground Floor:

Communal Entrance and Stairs

Third Floor:

Entrance Hallway, Reception Room, Bedroom, Kitchen and Bathroom having panelled bath, pedestal wash basin and WC

Outside:

Communal gardens and parking

Leasehold Information:

Term: from 29 July 2005 to 22 March 2127

Service Charge: refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

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LOT 61

66 Warwards Lane, Selly Park, Birmingham B29 7RD

Property Description:

A traditional mid terraced house of brick construction surmounted by pitched interlocking tile clad roof, set back from the road behind a walled foregarden and benefiting from gas fired central heating. The property itself is situated opposite Darris Road. Warwards Lane runs directly between Hazelwell Road (A441) and Raddlebarn Road and both Selly Oak Hospital and Selly Oak Railway Station are within approximately half a mile distance and the University of Birmingham is within approximately one mile distance. The property is currently let on a Company Tenancy Agreement for a term of five years which commenced on 5th July 2006 and at a rental of £641 per calendar month (£7,692 per annum)

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall, Front Reception Room, Lounge, Breakfast Kitchen

First Floor:

Stairs and Landing, Three Bedrooms, Shower Room with glazed shower enclosure, pedestal wash basin and wc

Freehold Investment



Outside:

Front: Walled foregarden

Rear: Paved yard, lawned garden, brick stores and shared rear entry access

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 62

67 Hilton Road, Lanesfield, Wolverhampton WV4 6DT

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, having replacement double glazed windows but requiring modernisation and improvement throughout. Hilton Road is situated via Walton Road off Birmingham New Road (A4123) and the property lies within approximately one and a half miles distance to the south of Wolverhampton City Centre.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Kitchen, Bathroom and Lobby with Separate WC off

First Floor:

Stairs and Landing, Three Bedrooms



Outside:

Front: Foregarden, pedestrian side access to rear

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



Leasehold Vacant Possession By Order of the Mortgagees in Possession



**180 Cliff Rock Road, Rednal,
Birmingham B45 8QQ**

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a gravelled foregarden and benefiting from gas fired central heating and part UPVC double glazed windows. The property requires some modernisation and improvement and forms part of an established residential area located directly off Bristol Road South (A38). Cofton Park and the Lickey Hills are both within approximately half a miles distance.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Extended Dining Room, Extended Kitchen, Rear Lobby

First Floor:

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

Outside:

Front: Gravelled foregarden with tarmacadamed shared side driveway and paved pathway to front door

Rear: Decked patio area, lawned garden and side gated access

Leasehold Information:

Term: 99 years from 24th June 1953

Ground Rent: £6.30 per annum plus insurance rent

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





**74 Hagley Road West, Warley,
West Midlands B67 5EZ**

Property Description:

A traditional mid terraced house of rendered brick construction surmounted by a pitched tile clad roof and benefiting from a rear ground floor extension, gas fired central heating, double glazed windows (mostly UPVC framed) and off road parking. The property is offered for sale generally in a well maintained condition having modern kitchen and bathroom fitments and is conveniently situated fronting Hagley Road West close to the junction with Beechwood Road and conveniently within approximately half a mile distance from Bearwood Shopping Centre providing a wide range of local amenities and services.

Accommodation:
Ground Floor:

Porch, Front Reception Room, Inner Hall, Rear Reception Room, Dining Kitchen with a range of modern fitted units

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two (intercommunicating), Bathroom with modern suite comprising panelled bath having electric shower over, pedestal wash basin and wc

Outside:

Front: Forecourt with block paved driveway providing off road parking

Rear: Quarry tiled yard, shared pedestrian access, patio area and predominantly lawned garden

Vendors Solicitors

Refer to Auctioneers

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**15 Pine Street, Walsall,
West Midlands WS3 3AG**

Property Description:

A traditional semi detached house of rendered brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a lawned foregarden and benefiting from mostly UPVC double glazed windows. Pine Street is situated off Ingram Road which in turn leads off Field Road and which provides access to Lichfield Road (A4124). Local services are available within approximately one third of a mile distance at High Street, Bloxwich (A34) and the property is situated approximately two and a half miles distance to the north of Walsall Town Centre. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £360 per calendar month (£4,320 per annum)

Accommodation:

Whilst the property has not been inspected internally by the auctioneers, we understand from the vendor that it comprises of the following.

Ground Floor:

Porch, Entrance Hall, Lounge, Kitchen

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom

Outside:

Front: Walled and lawned foregarden, side driveway providing off road parking, pedestrian side access to rear

Rear: Yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk



LOT 66

Freehold Vacant Possession

68 Vicarage Road, Wolverhampton WV2 1DS

Property Description:

A traditional mid terraced house of brick construction surmounted by a slate clad roof. The property is situated opposite Granville Street and Vicarage Road leads off All Saints Road which in turn leads off Birmingham Road (A4123). Wolverhampton city centre is conveniently within approximately a quarter of a miles distance.

The property has not been internally inspected by the auctioneers but we understand from the vendor that it has suffered from vandalism and requires modernisation and repair throughout. We are advised that the property comprises of the following accommodation:

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen, Bathroom



First Floor:

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

Outside:

Front: walled foregarden

Rear: garden and garage/workshop

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 67

143 Windmill Lane, Smethwick, West Midlands B66 3ET

Property Description:

A purpose built duplex maisonette occupying the ground and first floors of a four storey property, set back from Windmill Lane behind a lawned area and having the benefit of rear access onto Scribbans Close which comprises of a cul-de-sac and provides off road parking. Further benefits include gas fired central heating and three bedrooms and the property is offered for sale in good internal condition. The property is conveniently situated within close proximity to Windmill Shopping Centre which is located at Cape Hill and contains a variety of multiple retail stores. The property is currently let on a Company Tenancy Agreement for a term of 4 years which commenced on 1st April 2007 at a rental of £550 per calendar month (£6,600 per annum)

Accommodation:

Ground Floor:

Front Entrance Hall, Lounge, Breakfast Kitchen, Cloak Room with wc and wash basin and Rear Entrance Hall

First Floor:

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



Outside:

Front: Lawned garden

Rear: Lawned garden with brick store and allocated parking space

Leasehold Information:

Term: 99 years from 1st April 1989

Ground Rent: Currently £50 per annum (rising during the term)

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 68

15 Lloyd Street, Dudley, West Midlands DY2 8NQ

Property Description:

A traditional mid terraced house of rendered brick construction surmounted by an interlocking tile clad roof, being in a presentable condition and benefiting from gas fired central heating and mostly UPVC double glazed windows. Lloyd Street leads off Dando Road which in turn leads off Blackacre Road and the property is conveniently within a third of a mile distance from Dudley town centre. The property is currently let on a Company Tenancy Agreement which expires on 1st April 2011 at a rental of £425 per calendar month (£5,100 per annum).

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two

Freehold Investment



Outside:

Rear: Yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 69

3 Wiley Avenue, Wednesbury, West Midlands WS10 8QD

Property Description:

A semi detached house of brick construction surmounted by a hipped slate clad roof and benefiting from off road parking, gas fired central heating, UPVC replacement windows and doors, most of which are double glazed, modern kitchen fitments and a conservatory. Wiley Avenue leads off Heathfield Lane West which in turn leads off Black Country New Road and the property is located within approximately three miles distance to the east of Wolverhampton city centre.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Full Width Dining Kitchen, Cloak Room with wc, UPVC double glazed Conservatory

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bathroom with corner bath having shower over, pedestal wash basin and wc

Outside:

Front: Paved driveway and lawned foregarden with pedestrian gated side access to rear

Rear: Predominantly lawned garden

Freehold Vacant Possession



Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 70**Freehold Vacant Possession**

**28 Edinburgh Road,
Nuneaton, Warwickshire
CV10 9HF**

Property Description:

A mid terraced house surmounted by a pitched tile clad roof of non traditional Wimpy 'no fines' construction, set well back behind a lawned foregarden and benefiting from part UPVC double glazed windows but requiring modernisation and improvement throughout. Edinburgh Road forms part of the Camp Hill Estate located approximately two miles distance to the North West of Nuneaton Town Centre.

Accommodation:**Ground Floor:**

Entrance Hall, Lounge/Dining Room, Kitchen, Utility Room/Side Entrance Hall

First Floor:

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

**Outside:**

Front: Foregarden

Rear: Yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 71**Freehold Vacant Possession**

**144 Oxford Street, Wednesbury,
West Midlands WS10 0QN**

Property Description:

A semi detached property surmounted by a tile clad roof and set back from the road behind a fenced and lawned foregarden. The property benefits from having well laid out accommodation and UPVC double glazed windows. Oxford Street is located off Paul Street which in turn runs off Hydes Road. The property is set in an established residential area and is within approximately three quarters of a mile distance from the main shopping area in Wednesbury, and also approximately within a mile and a half distance of junction 9 of the M6 motorway.

Accommodation:**Ground Floor:**

Entrance Hallway, WC, Lounge, Dining Area, Kitchen

First Floor:

Stairs and Landing, three Bedrooms and Bathroom having panelled bath, pedestal wash hand basin and separate WC

Outside:

Front: Walled and lawned foregarden

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Flat 8 Sycamore House, Rectory Road, Northfield B31 2NA

Property Description:

A purpose built first floor flat forming part of a three storey block and prominently situated at the junction of Rectory Road and Bunbury Road. The property provides well laid out accommodation which benefits from a garage in an adjacent block but requires modernisation and improvement throughout. The property is conveniently located for access to Northfield Shopping Centre which is located within one quarter of a mile distance.

Accommodation:
Ground Floor:

Communal Entrance Hall with security door entry system

First Floor:

Reception Hall with store cupboard, Bathroom with panelled bath having

shower over, pedestal wash basin and wc, Lounge/Dining Room, Breakfast Kitchen with two store cupboards, Two Bedrooms

Outside:

Communal surrounding gardens with lock up garage located in an adjacent block

Tenure:

Leasehold

Leasehold Information:

Term: 99 years from 29 September 1966

Ground Rent: £25 per annum (subject to review)

Service Charge: refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



43 Eastfield Road, Wolverhampton WV1 2RE

Property Description:

A semi detached house of brick construction surmounted by an interlocking tile clad roof, set back from the road behind a lawned foregarden and public lay/by which provides parking. The property benefits from UPVC double glazed windows and well laid out accommodation but requires complete modernisation and improvement throughout. Eastfield Road leads directly off Old Heath Road which in turn leads off Willenhall Road (A454) and Wolverhampton city centre is conveniently within approximately three quarters of a mile distance.

Accommodation:
Ground Floor:

Reception Hall, Lounge, Dining Kitchen, Cloakroom with pedestal wash basin and wc

First Floor:

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

Outside:

Front: Lawned foregarden, pedestrian side access to rear

Rear: yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





**98 Pelham Road,
Ward End, Birmingham B8 2PB**

Property Description:

A traditional two storey semi detached house of rendered brick construction surmounted by a pitched slate roof and rendered elevations. The property benefits from partial gas fired central heating and partial double glazing but requires modernisation and improvement throughout. Pelham Road forms part of an established residential area situated between Alum Rock Road and Cotterills Lane.

Accommodation:
Ground Floor:

Porch, Reception Hall, Living Room, Kitchen, Bathroom and Separate WC

First Floor:

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

Outside:

Front: foregarden bordered by a mature privet hedge, pedestrian side access to rear

Rear: garden

Vendors Solicitors

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Viewings

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COTTONS CHARTERED SURVEYORS

TERMS & CONDITIONS

FOR PROXY/TELEPHONE BIDS

The form overleaf is to be completed in full, signed and returned to Cottons Chartered Surveyors, 361 Hagley Road, Edgbaston, Birmingham, B17 8DL Tel:0121 247 2233. No later than 24 hours prior to the Auction date.

The bidder shall be deemed to have read all Conditions Of Sale (inside cover of catalogue) and Terms & Conditions of Proxy/Telephone Bids and undertaken all necessary professional and legal advice relating to the relevant lot.

It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone No. above.

The bidder shall be deemed to have made any enquiries and have knowledge of any amendments of the lot prior to and from the Rostrum on the day of the auction.

The Proxy/Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion.

The auctioneer will not bid on proxy bids beyond the maximum authorised bid. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction.

The maximum bid price on proxy bids must be an exact figure (i.e £50,500, bids of for example £1,000 over the highest offer in the auction room will not be accepted.

Telephone bids – Cottons will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non connection or break down of the telephone link, Cottons accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Cottons make no charge for the Proxy/Telephone bid service and reserve the right not to bid on behalf of any telephone/proxy bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made.

Deposit for lots which do not have a guide price should be negotiated with the auctioneer. **Please contact 0121 247 2233.**

If bid is successful, deposit cheque and details will be given to the relevant solicitor and you will be contacted as soon as possible after the lot has been auctioned.

If bid is unsuccessful your deposit will be returned to you as soon as possible after the auction.

 COTTONS CHARTERED SURVEYORS
PROXY BID FORM/TELEPHONE BID FORM

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue) and Terms and Conditions of Proxy/Telephone Bids on reverse.

Complete, sign and return the attached form along with the deposit payment for 10% of your highest proxy bid or 10% of the higher guide price for a telephone bid. We require deposits to be held in cleared funds 24 hours before the auction. Please contact us to arrange for payment details and also for information relating to the contract and legal packs for your required lots, as you will be required to sign a copy of the contract 24 hours prior to the auction.

TYPE OF BID
(please tick)

☐

☐

TELEPHONE
PROXY

BIDDER INFORMATION

Name

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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Date

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Fax: 0121 247 1233

E-mail: auctions@cottons.co.uk

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

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 conveyancer 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
- Check whether **VAT** registration and election is advisable.

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.

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 and where the following words appear in blue they have the specified meanings:

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

Any day except (a) a Saturday or a Sunday (b) a bank holiday in England and Wales or (c) Good Friday or Christmas Day

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 title 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 or a trustee in bankruptcy

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

Tenancies, leases, licences to occupy and agreements for lease 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 **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 proof of your identity that complies with money laundering regulations)
- sign the completed **sale memorandum** and
- 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; or

- sign the **sale memorandum** on **your** behalf. Deposits must be paid by cheque or by bankers' draft drawn in **our** favour on a UK clearing bank or building society. The **catalogue** states whether **we** also accept 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.

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 all subsisting **tenancies**, 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 financial charges: these the **seller** must discharge 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 from 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) any interest which overrides, within the meaning of the Land Registration Act 2002
- (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** must comply with them and keep the **seller** indemnified.

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 law.

2. Deposit

2.1 The amount of the deposit is the greater of:
(a) any minimum deposit stated in the **catalogue** (or the total **price**, if this is less than that minimum), and
(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 a UK clearing bank or building society (or by such other means of payment as they accept)
(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 a cheque for the deposit is not cleared on first presentation 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** that 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 relevant insurance details
(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due
(c) gives no warranty as to the adequacy of insurance
(d) must, at the request of the **buyer**, use reasonable endeavours to have the **buyer's** interest noted on any insurance policy that does not cover a contracting purchaser
(e) must, unless otherwise agreed, cancel the insurance 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 on **completion** reimburse to the **seller** the cost of insurance (to the extent it is not paid by a tenant or other third party) from and including 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** or
(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**.
4.2 The **buyer** may raise no requisition or objection to any **documents** made available before the **auction** but in relation to any of the **documents** that is not available before the **auction** the following provisions apply:
(a) if the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title 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 conveyancer 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 ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if condition 5.2 applies) 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 **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** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and 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** conveyancer's client 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** conveyancer's client account.
6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default 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.

9. Landlord's licence

9.1 Where the **lot** is leasehold land and licence to assign is required this condition applies.
9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord can lawfully require.
9.3 The **agreed completion date** is to be not earlier than the date five **business days** after the **seller** has given notice to the **buyer** that the licence has been obtained.
9.4 The **seller** must:
(a) use all reasonable endeavours to obtain the licence at the **seller's** expense and
(b) enter into any authorised guarantee agreement properly required.

9.5 The **buyer** must:

- (a) promptly provide references and other relevant information, and
- (b) comply with the landlord's lawful requirements.

9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this condition) by notice to the other rescind the **contract** at any time before licence is obtained. Rescission is without prejudice to the claims of either **seller** or **buyer** for breach of this condition 9.

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 and
- (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
- (d) rent payable in arrear for a period that includes the day of apportionment is to be apportioned for that period as if paid in advance.

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**
- (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** conveyancer may reasonably require
- (d) if reasonably required, allow the **seller's** conveyancer 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; and
- (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, and
- (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.

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 and
- (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** and
- (b) has, where necessary, made in relation to the **lot** a **VAT election** that 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 Revenue and Customs
- (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**, and
- (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 Revenue and Customs

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

(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** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot** and
- (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due and
- (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.

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, and
- (b) to submit the value specified in the **special conditions** to HM Revenue and Customs 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 practitioner

19.1 This condition applies where the sale is by a **practitioner** as agent of the **seller**.

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

19.3 The **practitioner** and the **practitioner's** partners and staff have 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 its condition at **completion**
- (b) whether or not vacant possession is provided
- (c) for such title as the **seller** may have and
- (d) with no title guarantee. 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.

19.5 Where relevant:

- (a) the **documents** must 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, and
- (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** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

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) service charge expenditure attributable to each **tenancy**
- (b) payments on account of service charge received from each tenant
- (c) any amounts due from a tenant that have not been received
- (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

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

- (a) payments on account (whether received or still then due from a tenant) 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 (whether those payments have been received or are still then due), 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 and in respect of payments on account that are still due from a tenant **condition 11 (arrears)** applies.

22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay any incurred in respect of the period before **actual completion date** and the **buyer** must pay any incurred in respect of the period after **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** and
- (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 up to the **actual completion date** 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 or delayed.

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 or delayed.

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, and
- (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 that 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.

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 (as amended) 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 or delay) serve or respond to any notice or begin or continue any proceedings.

24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.

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
- (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**.

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 conveyancers.

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 that is not delivered by hand or otherwise proved to have been received 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**.

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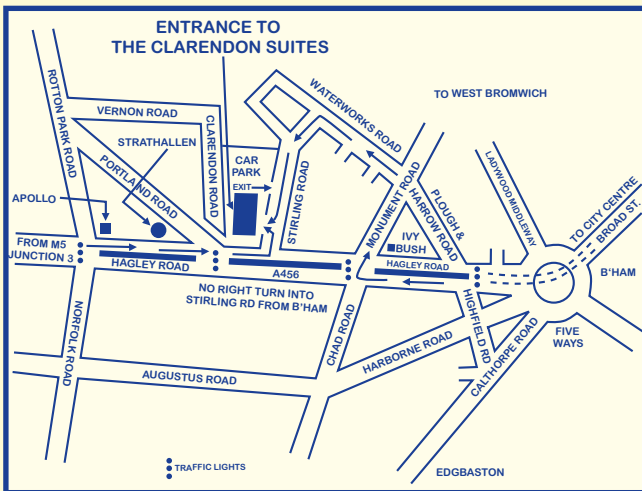
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