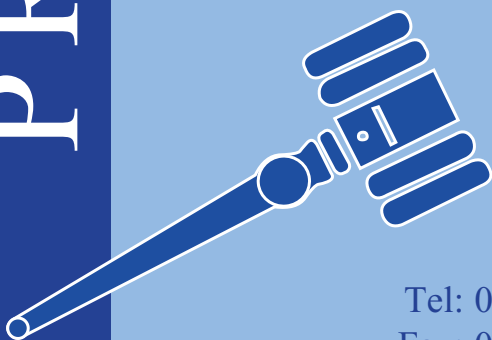


PROPERTY AUCTION

Cottons
Chartered Surveyors

**THURSDAY
20TH MAY 2010
AT 11.00 AM**

**ASTON VILLA
FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE**



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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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. You are advised to instruct your legal adviser to 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. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. 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.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fitments, drains and any other pipework, appliances, heating systems and electrical fitments. Prospective purchasers are advised to undertake their own investigations.
6. 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.
7. Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which the seller might be prepared to sell at the date of the guide price but guide prices may change. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.
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. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.
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 is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable 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 £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT.
15. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquiries relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

FOOTNOTE

If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.

Auction Sale

74 LOTS

Comprising of a range of Residential and Commercial Vacant and Investment properties along with Freehold Land, Building Plots, Agricultural Land, Freehold Ground Rents and a Freehold former Hotel and various properties on behalf of Trustees in Bankruptcy and LPA Receivers.

- 32 Freehold Vacant Residential Properties
- 6 Residential Investment Properties
- 7 Leasehold Vacant Residential Properties
- 7 Freehold Vacant Commercial Properties
- 3 Freehold Commercial Investment Properties
- 2 Leasehold Residential Investment properties
- 7 Parcels of Freehold Land
- 1 Leasehold Vacant Commercial
- 3 Freehold Building Plots
- 1 Freehold Redevelopment Opportunity
- 1 Freehold Vacant Commercial /Residential
- 1 Freehold Investment Commercial /Residential
- 1 Freehold Former Hotel
- 1 Freehold Agricultural Land
- 1 Freehold Ground Rent

ORDER OF SALE

Lot Property

1.	171 Cole Valley Road, Hall Green,	Freehold Vacant Residential
2.	9 Douglas Road, Dudley,	Freehold Vacant Residential
3.	112 Imperial Road, Bordesley Green,	Freehold Vacant Residential
4.	79 McKean Road, Oldbury,	Freehold Vacant Residential
5.	Flat 8, 127 Kitwell Lane, Bartley Green,	Leasehold Vacant Residential
6.	39 Curtin Drive, Wednesbury	Leasehold Vacant Residential
7.	1 Thunderbolt Way, Off Hurst Lane, Tipton,	Freehold Vacant Residential
8.	470 Harborne Park Road, Birmingham,	Freehold Residential Investment
9.	30 Lofthouse Crescent, Northfield,	Freehold Vacant Residential
10.	Cemetery Lodge, Cemetery Lane, Hartshill,	Freehold Vacant Residential
11.	11 & 11a Stewart Street, Wolverhampton,	Freehold Commercial Investment
12.	Grazing Land, Pinfold Lane, Aldridge	Freehold Land
13.	Paddock Land, Pinfold Lane, Aldridge	Freehold Land
14.	136 Beauchamp Road, Birmingham,	Freehold Vacant Residential
15.	186 Kitwood Avenue, Dordon, Tamworth,	Freehold Vacant Residential
16.	Land 108 & Rock Face At Blue Rock, Rowley Regis	Freehold Land
17.	147 Slade Road, Erdington,	Freehold Vacant Residential
18.	69 Turton Road, Tipton,	Freehold Vacant Residential
19.	22 Lime Road, Wednesbury,	Freehold Vacant Residential
20.	401 Bordesley Green, Bordesley Green,	Freehold Vacant Commercial
21.	424 Moseley Road, Balsall Heath, Birmingham,	Freehold Vacant Commercial
22.	69 Stafford Street, Walsall,	Freehold Commercial Investment
23.	85 Himley Road, Dudley,	Freehold Vacant Residential
24.	69 Lime Avenue, Brierley Hill	Leasehold Vacant Residential
25.	132 Cape Hill, Cape Hill,	Freehold Vacant Commercial
26.	89 Coppice Lane, Brierley Hill,	Freehold Vacant Residential
27.	32, 32a & 32b Leicester Road, Nuneaton,	Freehold Residential Investment
28.	46 & 46a Leicester Road, Nuneaton,	Freehold Residential Investment



29.	25 Charlewood Road, Holbrooks, Coventry,	Freehold Vacant Care Home
30.	23 Bernard Road, Edgbaston,	Freehold Vacant Residential
31.	185 Titford Road, Oldbury,	Freehold Residential Investment
32.	97a Perrott Street, Birmingham,	Freehold Vacant Residential
33.	9 Carpenters Road, Lozells, Birmingham	Freehold Reversionary Investment Opportunity
34.	Former Duke's Head, Duke Street,	Freehold Development Opportunity
35.	27 Cadle Road, Wolverhampton,	Freehold Vacant Residential
36.	Land Adj 1 Shire Close, Edgbaston,	Freehold Land
37.	30 Warwick Crest, Arthur Road, Edgbaston,	Leasehold Vacant Residential
38.	29 Holder Road, Yardley, Birmingham,	Freehold Residential Investment
39.	Building Plot, 6 William Road, Smethwick,	Freehold Building Plot
40.	Building Plot, Adj To 50 Trentham Road, Coventry,	Freehold Building Plot
41.	The Coach House, 1069 Warwick Road, Acocks Green,	Freehold Vacant Hotel
42.	14 Whitgreave Street, West Bromwich,	Freehold Vacant Residential
43.	Flat 1 Hatchford Court, Old Lode Lane, Solihull,	Leasehold Vacant Residential
44.	12 Birch Avenue, Burntwood, Staffordshire,	Freehold Vacant Residential
45.	85 Hawthorn Road, Kingstanding,	Freehold Vacant Commercial
46.	85 Ravenshill Road, Yardley Wood,	Freehold Vacant Commercial
47.	140 Outram Street, Sutton-In-Ashfield,	Leasehold Vacant Residential
48.	Land Rear of Lye Cross Road, Rowley Regis,	Freehold Land
49.	608 Birmingham New Road, Dudley,	Freehold Vacant Residential
50.	30 Russell Street, Dudley,	Freehold Investment/Building Plot
51.	51 Brewery Street, Handsworth,	Freehold Invest/Dev Opportunity
52.	213 Lakey Lane, Birmingham,	Freehold Commercial Investment
53.	215 Lakey Lane, Hall Green,	Freehold Vacant Commercial
54.	Land Off Scott Road, Olton, Solihull,	Freehold Land
55.	Land To Rear Of 63 Gristhorpe Road, Selly Oak,	Freehold Land
56.	Land Between 27 & 29 Park Road, Tividale,	Freehold Land
57.	594 College Road, Great Barr,	Freehold Vacant Commercial
58.	105 Rea Valley Drive, Birmingham,	Freehold Vacant Residential
59.	1 Red Lion Close, Tividale, Oldbury,	Freehold Vacant Commercial
60.	11 Arosa Drive, Harborne, Birmingham,	Leasehold Vacant Residential
61.	53 Sankey Road, Cannock	Freehold Vacant Residential
62.	157 Hednesford Road, Heath Hayes, Cannock	Freehold Mixed Investments
63.	Yard & Workshop R/O 157 Hednesford Rd, Heath Hayes,	Freehold Vacant Commercial
64.	12 Park Avenue, Stafford,	Freehold Vacant Residential
65.	66 Copthall Road, Birmingham,	Freehold Vacant Residential
66.	Apt 4 The Bartleet, 224 Mount Pleasant, Redditch	Leasehold Residential Investment
67.	Apt 5 The Bartleet, 224 Mount Pleasant, Redditch,	Leasehold Residential Investment
68.	66 Walsingham Street, Walsall ,	Freehold Vacant Residential
69.	22 Florence Street, Walsall ,	Freehold Vacant Residential
70.	20 Florence Street, Walsall ,	Freehold Vacant Residential
71.	20 Durham Drive, West Bromwich,	Freehold Vacant Residential
72.	50 Milcote Road, Weoley Castle,	Freehold Vacant Residential
73.	54 Willis Pearson Avenue, Bilston,	Freehold Vacant Residential
74.	27 The Paddock, Coseley, Bilston,	Freehold Vacant Residential

Auctioneers Andrew J. Barden MRICS, FNAVA,
John Day FRICS, FNAVA, Kenneth F. Davis FRICS

Valuers Ian M. Axon, Steve Smith B.Sc. Hons MRICS MNAVA

Auction Manager Alison J. Bosworth

Auction Team Peter C. Longden FRICS, Mark M. Ward AssocRICS
Kevin Hogan, Nada Turton, Jane Moran, Tricia Doyle, Hughie McCourt
and Derek Dolphin.



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/Credit 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** (Please note we only accept Visa and MasterCard)
(credit card payments are subject to a surcharge of 2%) All cards must be Chip & Pin enabled.

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.





171 Cole Valley Road, Hall Green, Birmingham B28 0DG

Property Description

A three bedroom bungalow of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and driveway providing off road parking. The property benefits from having gas fired central heating, however does require modernisation and improvement. Cole Valley Road is located off both Highfield Road and Robin Hood Lane (A4040).

Bathroom having panelled bath, wash basin and WC, and rear Sun Room

Outside

(Front) Lawned foregarden and driveway allowing for off road parking

(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

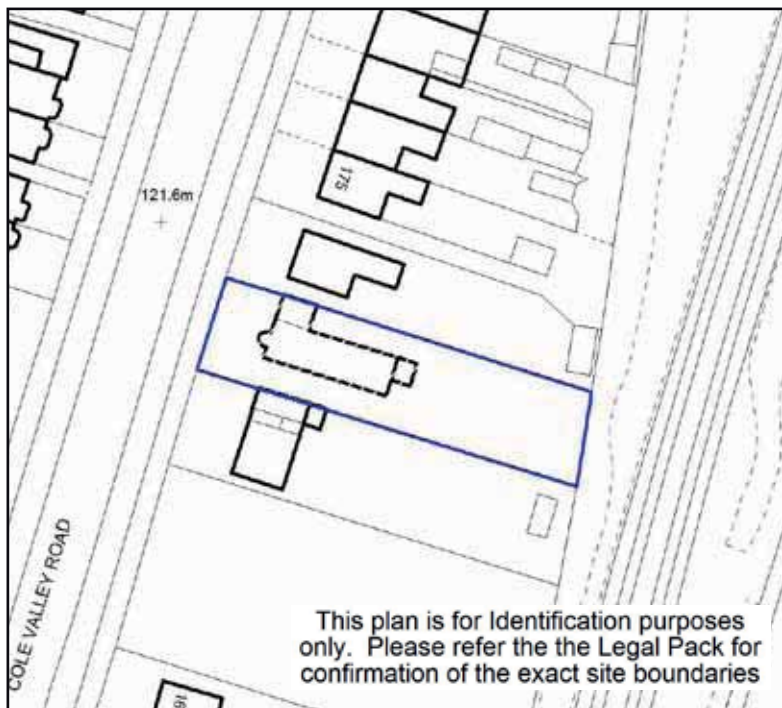
Viewings

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Side Entrance, Entrance Hall, Lounge, Kitchen, Three Bedrooms and



LOT 2

Freehold Vacant Possession

9 Douglass Road, Dudley, West Midlands DY2 8NF

Property Description

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof and set back from the road behind a small foregarden. Douglass Road leads off Dando Road which leads off Blackacre Road and which in turn leads off the Southern Bypass (A461). Dudley Town Centre is located within approximately three quarters of a mile distance.

Accommodation

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

Ground Floor

Entrance Hall with access to Cellar, Two Reception Rooms, Kitchen, Dining Room

First Floor

Three Bedrooms, Bathroom

Important Note

The property is offered sold as seen, based upon external inspection only.



We understand that the property is in a very poor state of repair and there will be no inspection/viewing access available either prior or following the auction sale and all interested parties bid for the property upon this basis.

Legal Documents

Available at www.cottons.co.uk

Viewings

Not Applicable

LOT 3

Freehold Vacant Possession

112 Imperial Road, Bordesley Green, Birmingham B9 5HF

Property Description

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, requiring modernisation throughout. Imperial Road runs directly between Bordesley Green and Green Lane and forms part of an established residential area located within approximately two miles distance to the east of Birmingham City Centre and approximately one mile distance from Birmingham Heartlands Hospital.

Accommodation

Ground Floor

Front Reception Room, Rear Reception Room, Kitchen

First Floor

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

Outside

(Rear) Yard and garden

Legal Documents

Available at www.cottons.co.uk



Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS



79 McKean Road, Oldbury, West Midlands B69 4AQ

Property Description

A four bedroomed end terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazed windows and gas fired central heating. McKean Road is located off both Birmingham Street and Century Road and is within a quarter of a miles distance from McKean Road Railway Station, and within a quarter of a miles distance from the main shopping area in Oldbury.



Accommodation

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen and Bathroom having corner bath, wash basin and WC, stairs to first floor

First Floor

Four Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside

(Front) Small walled foregarden with shared side access to rear garden

(Rear) Patio and lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

--- Legal Documents Online ---



Legal documents for our lots are now or will be available online. Where you see the icon on the website you will be able to download the documents.

Service Provided By The Essential Information Group Ltd
www.eigroup.co.uk 0870 112 30 40

Please note all Legal Packs are available on our website and all parties wishing to inspect a Legal Pack must register their correct details and password with the site. The Legal Packs are updated regularly during our marketing but documents may be added or changed during this period prior to the auction. Whilst we will endeavour to inform all persons registered for Legal Packs of any changes it is the responsibility of all bidders to re-check the Legal Packs for any changes prior to bidding and the Auctioneers/ Vendors accept no liability whatsoever for a bidder not adhering to this advise.





Flat 8, 127 Kitwell Lane, Bartley Green, Birmingham B32 4NP

Property Description

A well laid out purpose built second floor flat forming part of a well maintained three storey development set back from Kitwell Lane behind a communal garden and located close to the junction with Clent Way. The property benefits from UPVC double glazed windows, part electric heating and two bedrooms.

Accommodation

Ground Floor

Communal Entrance with a security door entry system, Stairs and Landing

Second Floor

Reception Hall, Lounge, Kitchen with a range of modern units and built in store cupboard, Two Bedrooms and Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

Outside

Well maintained communal gardens

Leasehold Information

Term: 125 Years from 1 April 1981
Ground Rent: Refer to Legal Pack
Service Charge: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

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 **Thursday 8th July 2010** 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.





39 Curtin Drive, Wednesbury, West Midlands WS10 8RJ

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, three bedrooms and a garage located to the rear. Curtin Drive leads off Maple Drive which leads off Bull Lane and in turn runs between Great Bridge Road (A4098) and Black Country New Road (A41)

Accommodation

Ground Floor

Entrance Hall, Lounge opening to Dining Room, Kitchen, Rear Entrance Hall, Shower Room with shower, wash basin and wc

First Floor

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

Outside

(Front) Lawned foregarden

(Rear) Paved yard/garden with freestanding garage accessed by way of a shared rear driveway

Leasehold Information

Lease Term: The grant of a new 100 year lease from the date of completion

Ground Rent: £250 per annum (escalating every 20 years)

Important Note

An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option must be exercised by 15th July 2010. Please refer to the legal pack for full details.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



1 Thunderbolt Way, Off Hurst Lane, Tipton, West Midlands DY4 9SG

Property Description:

A modern semi detached house of cavity brick construction surmounted by a pitched tile clad roof, located at the junction with Hurst Lane (A4037) and situated at the entrance of a new development containing a range of modern housing. The property provides well laid out accommodation and benefits from UPVC double glazed windows, gas fired central heating, three bedrooms, conservatory and a garage. The property is located approximately one and a quarter of a mile distance to the north of Dudley Town Centre.

Accommodation:

Ground Floor:

Reception Hall, Cloak Room with wc and wash basin, Dining Kitchen with attractive range of modern wooden panelled units with integrated

appliances including built in oven, hob, cooker hood, fridge, dishwasher and washer/dryer, UPVC double glazed conservatory, Lounge

First Floor:

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

Outside:

(Front) Foregarden

(Rear) Gravelled garden with decked patio and gated access to rear garage

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





470 Harborne Park Road, Birmingham B17 0NG

Property Description

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating. The property is set back from the road behind a small foregarden and is situated close to the junction with Metchley Lane. The Queen Elizabeth Hospital is within approximately one quarter of a mile distance and both The University of Birmingham and Harborne Shopping Area located on High Street are within approximately three quarters of a mile distance.

The accommodation is laid out to provide three letting rooms which are currently let to three sharers until the 30th June 2010 on an Assured Shorthold Tenancy at a rental of £812.50 per calendar month (£9,750 per annum)

Accommodation

Ground Floor

Reception Hall, Front Reception Room/Bedroom Three, Lobby, Rear Reception Room, Kitchen, Covered Veranda/Utility Area

First Floor

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

Outside

(Front) Small walled foregarden

(Rear) Paved yard/garden with side pedestrian access

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



30 Lofthouse Crescent, Northfield, Birmingham B31 1QZ

Property Description:

A mid terraced house of part rendered brick construction surmounted by a pitched slate clad roof, benefiting from gas fired central heating, UPVC double glazed windows (except veranda) and off road parking. The property provides well laid out accommodation and whilst offered with two bedrooms, we understand that the original layout comprised of a three bedroom house with ground floor bathroom. Lofthouse Crescent leads directly off Frankley Beeches Road which in turn leads off Bristol Road South and provides access to a wide range of local retail services and amenities.

Accommodation:

Ground Floor:

Porch, Entrance Hall, Lounge, Breakfast Kitchen, Utility Room (previously a bathroom), Veranda

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Shower Room (previously bedroom three) with glazed shower enclosure, pedestal wash basin and wc

Outside:

(Front) Tarmacadamed forecourt providing off road parking

(Rear) Pedestrian shared entry access to predominantly paved garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LEGAL PACKS

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale. It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction. The Legal Pack is available at the Auctioneers offices during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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





Cemetery Lodge, Cemetery Lane, Hartshill, Nuneaton, Warwickshire CV10 0SJ

Property Description

A detached house of rendered brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating and off road parking but requiring modernisation and cosmetic improvement. The property occupies a large plot which extends to an area of approximately 0.15 acres (647 sq.mtrs) and provides ample scope for extension of the existing dwelling house (subject to obtaining planning consent). Cemetery Lane leads off Church Road and the property is situated within approximately half a mile distance from local amenities at Chapel End and within approximately two and a half miles distance from Nuneaton Town Centre.

First Floor

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

Outside

(Front) Lawned foregarden with concrete driveway and lawned side garden

(Rear) Yard with integral store and wc and a large lawned garden

Legal Documents

Available at www.cottons.co.uk

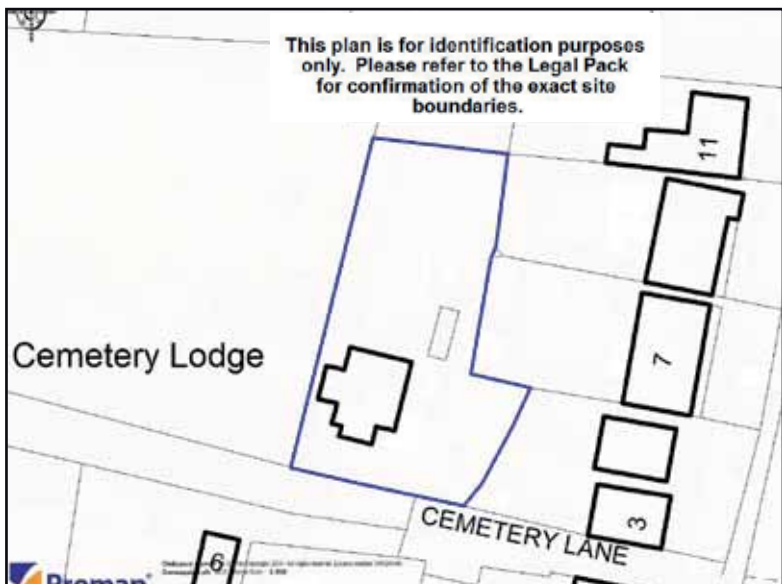
Viewings

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Entrance Porch, Entrance Hall, Lounge, Living Room, Breakfast Kitchen





11 & 11A Stewart Street, Wolverhampton WV2 4JW

Property Description

A freehold investment opportunity comprising of a single storey property directly fronting Stewart Street and containing two lock up takeaway units currently comprising of a Pizza delivery business and a Café. Stewart Street forms part of an industrial area located off Penn Road close to the junction with St John's ring road and the property is within approximately one quarter of a mile distance to the south of Wolverhampton City Centre.

Rental Income

11 Stewart Street

Currently Let, trading as Express Pizza. We are advised that a new Lease for a term of 10 years has been agreed in principle between the parties, although the Lease date has not yet been completed. The rental agreed is £5,200.00 per annum with 3 yearly Rent Reviews

11A Stewart Street

Currently Let, trading as the Greedy Pig Café on a Lease for a term of 5 years which commenced on 7th April

2008, and at a Rental of £2,600.00 per annum, with a Rent Review due on 7th April 2011.

Total Rental Income

£7,800.00 per annum

(A copy of the Lease for each unit is contained in the Legal Pack)

Accommodation

Unit 11: 53.21 sq. mtrs (572 sq. ft) comprising of a takeaway Pizza premises with Serving Area/ Kitchen and Ladies/ Gents Toilets.

Unit 11A: 26sq.mtrs (280sq.ft) comprising of Café Area with UPVC double glazed door having electric roller shutter protection, Counter and Breakfast Bar

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Grazing Land, Pinfold Lane, Aldridge, Walsall, West Midlands WS9

Description

A parcel of freehold agricultural grazing land irregular in shape and extending to an area of approximately 8.7 acres (3.52 hectares), situated in a rural area, partly fronting Pinfold lane and located opposite Beacon Farm. The land is conveniently located within approximately one mile distance from the M6 Motorway (Junction 7) and within approximately two miles distance from Walsall Town Centre.

The land contains evidence of a brick built building to the South Eastern corner however we are unaware of the former use of the aforementioned building. Furthermore we are unaware of any consent for its rebuilding.

All interested parties should make their own enquiries with the local planning department at Walsall MBC in respect of this matter.

Legal Documents

Available at www.cottons.co.uk

Viewings:

External Viewings Only

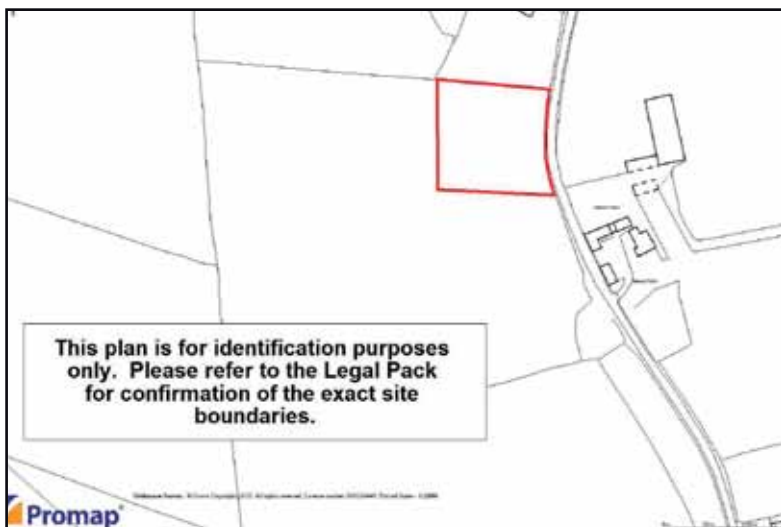


Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk





Paddock, Pinfold Lane, Aldridge, Walsall, West Midlands WS9

Description

A freehold paddock extending to an area of approximately 1.0 acre (0.39 hectares), situated in a rural area, fronting Pinfold Lane and located virtually opposite Beacon Farm. The land is conveniently located within approximately one mile distance from the M6 Motorway (Junction 7) and within approximately two miles distance from Walsall Town Centre.

Legal Documents

Available at www.cottons.co.uk

Viewings

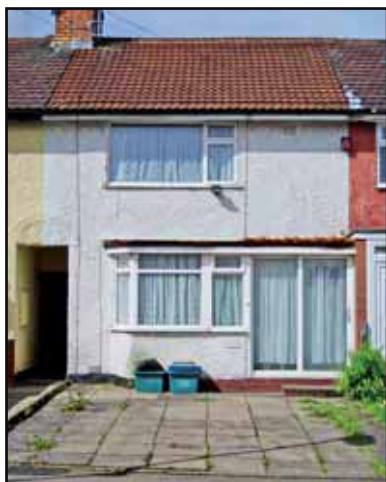
External Viewings Only



136 Beauchamp Road, Billesley, Birmingham B13 0NL

Property Description

A mid terraced property surmounted by a tile clad roof set back from the road behind a block paved driveway allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Beauchamp Road is located off Purefoy Road and Cole Meadow Road and is set in an established residential area.



Accommodation

Ground Floor

Entrance Hallway, Lounge, Kitchen/ Diner, stairs to first floor

First Floor

Two Bedrooms and Bathroom with panelled bath, wash basin, WC and separate shower cubicle

Outside

(Front) Paved foregarden

(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





186 Kitwood Avenue, Dordon, Tamworth, Staffordshire B78 1PE

Property Description

A semi detached house surmounted by a pitched tile clad roof offered for sale in a presentable condition, benefiting from gas fired central heating, UPVC double glazed windows, modern kitchen and bathroom fittings, conservatory and off road parking. The property overlooks open fields to the rear and Kitwood Avenue forms part of a residential estate which leads off Browns Lane and provides access to a range of local shops and amenities. The M42 Motorway (junction 10) is within approximately one and a quarter miles distance.

Accommodation

Ground Floor

UPVC Double Glazed Porch, Reception Hall, Kitchen with a range of modern fitted units, Through Lounge/ Dining Room, UPVC Double Glazed Conservatory

First Floor

Stairs and Landing, Three Bedrooms, Bathroom with modern corner suite comprising panelled bath, vanity wash basin and wc

Outside

(Front) Block paved forecourt providing off road parking, pedestrian side access to rear

(Rear) Paved yard, brick built store/ workshop and cloak room with wc and wash basin and a predominantly lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



General View of Land



Land and Rock Face at Blue Rock (Former Quarry Site), off Portway Hill, Rowley Regis, West Midlands

Description:

A parcel of land extending to approximately 2.71 acres (1.1 hectares). The land forms part of a large area of public open space formerly occupied by a quarry, which has now been filled. At the Northern edge of the site there is an exposed rock face believed to comprise the original quarry face

The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is to the South of Bury Hill Park, approached across open land from Portway Hill, Kennford Close or St Brades Close.

Site boundaries have been surveyed but not marked but can be set out accurately for a nominal charge using GPS survey equipment.

Planning

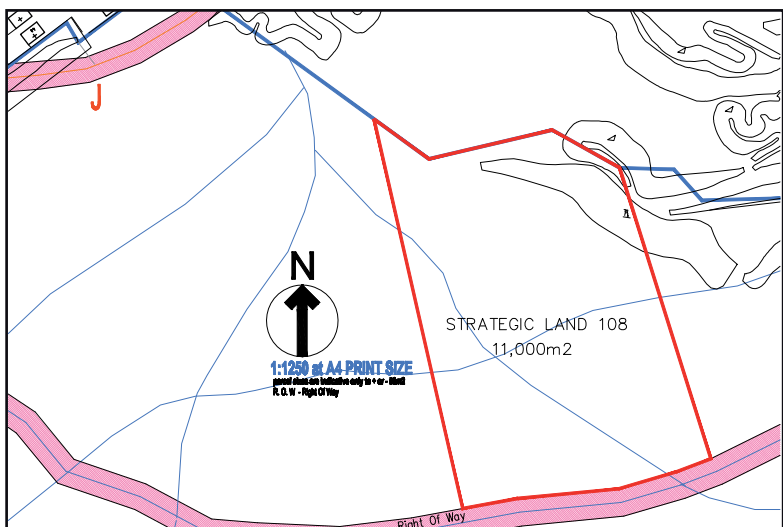
The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

Legal Documents

Available at www.cottons.co.uk

Viewings:

The site is open for viewings





147 Slade Road, Erdington, Birmingham B23 7QU

Property Description

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in presentable condition throughout. The property is located close to the junction with Hilarys Road and is within approximately a quarter of a miles distance from junction 6 of the M6 motorway.

First Floor

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

Outside

(Front) Walled foregarden
(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Lounge, Dining Room, Kitchen,
Lean to, stairs to first floor





69 Turton Road, Tipton, West Midlands DY4 9LN

Property Description

A semi detached house occupying a large corner plot and of brick construction surmounted by a pitched tile clad roof. The property has previously been modernised with an extended kitchen, gas fired central heating and UPVC double glazed windows however has suffered from vandalism and fire damage and now requires repair and improvement throughout. Turton Road runs directly off Batmanshill Road and is located within approximately two and a half miles north of Dudley Town Centre which provides access to a wide range of retail amenities and services.

Extended Kitchen, Dining Room, Shower Room

First Floor

Stairs and Landing, Three Double Bedrooms

Outside

(Front) Lawned foregarden with side driveway providing ample off road parking

(Rear) Large paved rear garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Porch, Reception Hall, Lounge,





22 Lime Road, Wednesbury, West Midlands WS10 9NG

Property Description

A three bedroom semi detached property of brick construction surmounted by a tile clad roof and set back from the road behind a tarmac covered driveway giving access for off road parking and lawned front garden. The property benefits from having UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. Lime Road is located off Hawthorn Road which in turn can be found off Old Park Road.

First Floor

Landing, three Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside

(Front) Tarmac covered driveway and lawned garden

(Rear) Lawned garden and brick built store

Legal Documents

Available at www.cottons.co.uk

Accommodation

Ground Floor

Entrance Hall, Dining/Kitchen and Through Lounge. Stairs to first floor.

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





401 Bordesley Green, Bordesley Green, Birmingham, B9 5RH

Property Description

A former workshop/warehouse premises with accommodation arranged over 2 floors, of traditional brick construction surmounted by a pitched roof and extending to approximately 124.7sq.m. (1,342sq.ft.).

The property itself is located on Bordesley Green (B4128) between Third Avenue and Fourth Avenue.

Accommodation

Ground Floor

Workshop, Stores, Kitchen and WC
Gross Internal Area – 68.9sq.m.
(742sq.ft.)

First Floor

Further Workshop/Stores
Gross Internal Area – 55.7sq.m.
(600sq.ft.)

Total Floor Area – 124.7sq.m. (1,342sq. ft.)

Outside

(Front) Forecourt with Parking

Legal Documents

Available at www.cottons.co.uk

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 **Thursday 8th July 2010** 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.





424 Moseley Road, Balsall Heath, Birmingham B12 9AT

Property Description:

A substantial traditional built property of brick construction surmounted by a pitched slate clad roof, set back from the road behind a forecourt parking area. The property currently comprises of a ground floor retail shop with ancillary accommodation to the rear and sizeable living accommodation to the first and second floors over which includes four/five bedrooms. Both the retail and living accommodation benefit from separate gas fired central heating systems. The property is situated on an established road containing a range of various retail and commercial premises and is located within approximately one mile distance to the north of Moseley Shopping Centre and approximately one and a half miles distance from Birmingham City Centre.

Accommodation:

Ground Floor:

Retail Area: 56.63sq.mtrs (609sq.ft)
Rear Entrance Hall, Cloak Room with wc and wash basin,
Room One: 13.08sq.mtrs (140sq.ft)
Room Two: 12.57sq.mtrs (135sq.ft)
Room Three: 8.72sq.mtrs (93sq.ft)
Shower Room with shower, pedestal wash basin, wc and sauna (not tested)

Gross Internal Area:
91sq.mtrs (979sq.ft)

First Floor:

Stairs and Large Landing Area, Lounge, Kitchen, Dining Room, Bedroom One (double), Bathroom with panelled bath, glazed shower enclosure, pedestal wash basin, bidet and wc

Second Floor

Stairs and Landing, Bedroom Two (single), Bedroom Three (double) with En-suite Shower Room/Store with shower cubicle, wash basin and wc, Bedroom Four (double) with En-suite Shower Room/Store with shower, wash basin and wc, Bedroom Five (single)

Outside:

(Front) Tarmacadamed forecourt providing off road parking

(Rear) Pedestrian shared entry access to an enclosed yard and stairs up to a decked roof terrace

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



69 Stafford Street, Walsall, West Midlands, WS2 8DR

Property Description

A two storey mid terraced commercial property of traditional brick construction and being surmounted by a tile clad roof. The accommodation currently comprises of a lock-up shop, self contained one bedroom flat over and considerable accommodation to the rear and side being in a state of partial refurbishment. There is an internal yard served by a passageway leading to Stafford Street adjacent to the retail shop.

The property is located on Stafford Street, close to the junction with Blue Lane East within close proximity to Walsall Town Centre.

Tenancies

The Retail Shop is currently let on a lease for a term of 1 year from 1 April 2010 at a rental of £100pw (£5,200pa), whilst the flat is currently let on an Assured Shorthold Tenancy at a rental of £90pw (£4,680pa). The rear accommodation has Vacant Possession.
Total Rental Income - £9,880 per annum

Accommodation

Ground Floor Shop

Retail Area; 15.8sq.m. (170sq.ft.)
Store Room; 5.3sq.m. (57sq.ft.)
Kitchen and Separate WC

First Floor Flat

Living Room, Bedroom, Kitchen and Bathroom

Rear Accommodation

Ground Floor and First Floor

Ten Rooms
Gross Internal Area – 109.1sq.m. (1,174sq.ft.)

Outside

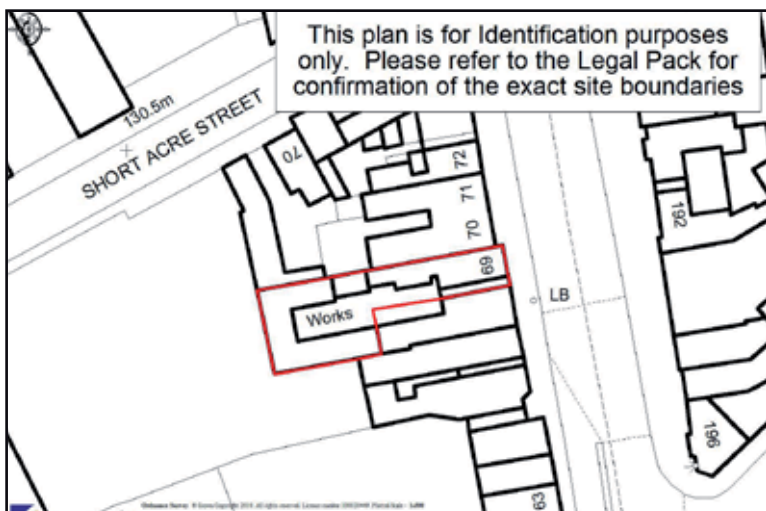
(Front) The property fronts directly onto Stafford Street
(Rear) Internal Courtyard

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



**85 Himley Road, Dudley,
West Midlands DY1 2QF**

Property Description:

A substantial four storey mid terraced house of rendered brick construction surmounted by a pitched tile clad roof. The property provides extensive accommodation and has previously been used as bed sit accommodation but now requires modernisation and repair throughout. The property is situated towards the eastern end of Himley Road (B4176) forming part of a terrace of similar dwellings situated adjacent to Grange Park and close to the junction with Dibdale Street. Dudley Town Centre is conveniently within approximately half a mile distance.

Accommodation

Basement

Storeroom

Basement Flat: Reception Hall, Bed/Living Room, Shower Room with wash basin and wc, Separate WC and Kitchen

Ground Floor

Entrance Hall, Reception Hall with basement access, Shower Room, Front Reception Room, Dining Kitchen, Rear Reception Room



First Floor

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

Second Floor

Stairs and Landing, Two Further Bedrooms

Outside

(Front) Foregarden

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

COTTONS

‘THE LETTING AGENTS’

Are you a Residential Landlord?

If you are, you need a professionally qualified Letting Agent to look after the letting & management of your property

- Free Valuation & Letting advice
- No Let – No Fee
- Let Only or Full Management Service
- Fully vetted Tenants
- Rent guarantee available
- Regular Property Inspections
- Internet and Local Press Advertising

**For a Free Rental Assessment
of your property call
our Lettings Department**

0121 247 2299

**361 Hagley Road, Birmingham,
B17 8DL**

www.cottons.co.uk





69 Limes Avenue, Brierley Hill, West Midlands DY5 1PG

Property Description

A semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from gas fired central heating and having off road parking and a garage located to the rear. Limes Avenue leads off Wallows Road which in turn leads off Dudley Road (A461) and the property is conveniently within approximately three quarters of a mile distance from Merry Hill Shopping Centre and approximately two miles distance from Dudley Town Centre.

Accommodation

Ground Floor

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

First Floor

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

Outside

(Front) Lawned foregarden

(Rear) Pedestrian side access to paved patio, partly paved/partly lawned garden, freestanding garage and off road parking area accessed off Fens Crescent

Leasehold Information

Lease Term: The grant of a new 100 year lease from the date of completion
Ground Rent: £250 per annum (escalating every 20 years)

Important Note:

An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option must be exercised by 15th July 2010. Please refer to the legal pack for full details.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





132 Cape Hill, Smethwick, West Midlands B66 4SH

Property Description

A three storey mid terraced commercial premises of a traditional brick construction surmounted by a tile clad roof and being located on busy Cape Hill (A4092). The property itself is located approximately 2¼ miles to the West of Birmingham City Centre

Accommodation

Ground Floor

Retail Shop extending to approximately 30.8sq.mtrs (332 sq.ft)

Kitchen / Staff Room extending to approximately 15.3 sq.mtrs (165 sq.ft)

First Floor

Stairs and Landing, L-shaped Room extending to approximately 37.1 sq.mtrs (292 sq.ft), separate W.C and Kitchen

Second Floor

Stairs and Landing, L-shaped Room extending to approximately 26.4 sq.mtrs (284 sq.ft).

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk





89 Coppice Lane, Brierley Hill, West Midlands DY5 1AU

Property Description

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a driveway. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. The property is located on Coppice Lane close to the junction with Birch Avenue. Coppice Lane can be found off Merry Hill (A4036) and the property is within approximately one quarter of a mile from the Merry Hill Shopping Centre.

First Floor

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

Outside

(Front) Lawned foregarden with driveway

(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, stairs to first floor.

IMPORTANT NOTICE

Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit card

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

Personal/Company Cheque

*(all cheques are subject to a valid form of identification
eg. passport or driving licence)*

If you have any questions regarding Deposit payment then please contact our Auction Department prior to the Sale day.





32, 32A & 32B Leicester Road, Nuneaton, Warwickshire CV11 6AD

Property Description

A substantial two storey semi detached house of rendered brick construction, surmounted by a pitched slate clad roof and containing three self contained flats. The property is set back from the road behind a foregarden and has a full length driveway leading to a rear workshop/garage. The property is situated on the Eastern section of Leicester Road conveniently within approximately one third of a mile distance from both Nuneaton Railway Station and Town Centre which provides access to a wide range of retail amenities and services. Whilst the property has not been inspected by the auctioneers, we understand that it benefits from electric storage heating and ample off road parking and is currently let on Assured Shorthold Tenancies as follows:

32A Leicester Road Rental £89 per week (£4,628 per annum)

32B Leicester Road Rental £95 per week (£4,940 per annum)

32 Leicester Road Rental £110 per week (£5,720 per annum)

Garage/Workshop (Informally let) Rental £40 per calendar month (£480 per annum)

Total Rental Income

£15,768 per annum

Accommodation

Whilst the property has not been internally inspected by the Auctioneers, we understand that the accommodation briefly comprises of the following:

Ground Floor

32A Leicester Road

Private Entrance, Kitchen, Shower Room, Study, Lounge and Bedroom

32B Leicester Road

Private Entrance, Shower Room with Separate WC, Bedroom, Kitchen, Lounge

First Floor

32 Leicester Road

Private Entrance, Hallway, Two Bedrooms, Lounge, Kitchen, Bathroom with shower over bath

Outside

Foregarden, full length drive, garage/workshop and garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





46 & 46A Leicester Road, Nuneaton, Warwickshire CV11 6AD

Property Description

A substantial residential dwelling house of traditional brick construction surmounted by a pitched slate clad roof, having been converted to provide two self contained flats. The property is prominently situated at the junction with Old Hinckley Road and is located to the Eastern Section of Leicester Road conveniently within approximately one third of a mile distance from both Nuneaton Railway Station and Town Centre which provides access to a wide range of retail amenities and services. Whilst the property has not been inspected by the Auctioneers, we understand that it benefits from double glazed windows and central heating and is currently let on Assured Shorthold Tenancy Agreements as follows:

46A Leicester Road: Vacant

46 Leicester Road: Rental £115.38 per week (£6,000 per annum)

Current Rental Income

£5,668 per annum

Potential Rental Income

£11,500 Approx. (when fully Let)

Accommodation

Whilst the property has not been internally inspected by the Auctioneers, we understand that the accommodation briefly comprises of the following:

Ground Floor

46A Leicester Road

Two Bedrooms , Lounge, Dining Room, Kitchen, Cloak Room and Bathroom

First Floor

46 Leicester Road

Four Bedrooms, Lounge, Kitchen, Bathroom

Outside

Walled foregarden, enclosed side garden

(Rear) Yard/Garden with vehicular gated access providing off road parking

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries



25 Charlewood Road, Holbrooks, Coventry CV6 4EQ

Property Description

A freehold Care Home comprising a substantial residential property set back behind a lawned foregarden and surmounted by a pitched tile clad roof. The property provides extensive and flexible accommodation which has potential for 10 bedrooms along with ancillary accommodation and benefits from gas fired central heating and UPVC framed windows with double glazed sealed units (not fitted), a mains fitted fire detection system and emergency lighting. Charlewood Road forms part of a predominantly residential area and is located off Beake Avenue which in turn leads off Radford Road (B4098) and provides access to Coventry City Centre being within approximately two miles distance to the south.

Planning

Records contained on the website for Coventry City Council Planning Department state that the property was used as a Children's Home prior to consent being granted on 29 March 1988 (Ref: S/1988/0112) for change of use from a Children's Home to Bed Sitting Rooms for disabled persons (Ground Floor) and able bodied carers (First Floor). The property may be suitable for a variety of alternate uses and all interested parties should contact the Planning Department at Coventry City Council prior to bidding to discuss the viability of any proposals.

Accommodation

Ground Floor

Reception Hall with Store Cupboard and Cloak Room with wc and wash basin, Bedroom One (double) with En-suite Shower Room having wc and wash basin, Bedroom Two (double) with En-suite Shower Room having wc and wash basin,

Bedroom Three/Lounge, Large Kitchen with extensive range of modern laminate units, Secondary Reception Hall, Bedroom Four (double) with En-suite Shower Room having wc and wash basin

First Floor

Twin Stairs and Landing, Bedroom Five (large double), Bathroom One with panelled bath, pedestal wash basin and wc, Bedroom Six (double) with En-suite Bathroom having panelled bath, pedestal wash basin and wc, Bedroom Seven (double), Bedroom Eight (double), Bedroom Nine (double), Bedroom Ten/ Office (single), Kitchen, Bathroom Two with panelled bath and 2 x wash basins, Bathroom Three with panelled bath, wash basin and wc

Outside

(Front) Lawned foregarden and driveway leading to integral garage
(Rear) Pedestrian side gated access to full width garden and patio

Gross Internal Area

Ground Floor: 161sq.mtrs (1,734sq.ft)
First Floor: 144sq.mtrs (1,550sq.ft)
Total: 305sq.mtrs (3,284sq.ft)

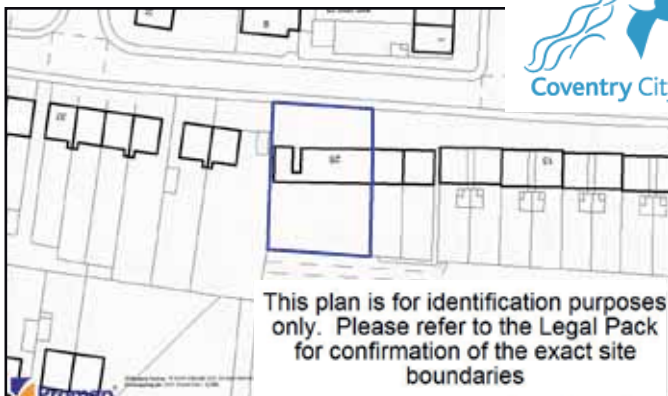
Note: Whilst the property benefits from UPVC double glazed windows, the glazing has been replaced by wooden security panels whilst the property remains vacant. The glazing appears to be stored on site and the buyer will be responsible to reinstall this following completion

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





23 Bernard Road, Edgbaston, Birmingham B17 8LP

Property Description:

A traditional detached house of rendered brick construction surmounted by a hipped replacement tile clad roof and having been extended to provide well laid out family accommodation benefiting from five good sized bedrooms along with UPVC double glazed windows and external doors, gas fired central heating, modern kitchen and bathroom fittings and garage. Bernard Road leads directly off City Road and forms part of an established residential area.

Accommodation:

Ground Floor:

Reception Hall, Cloak Room with wc and wash basin, Front Reception Room, Rear Reception Room, Large Dining Kitchen with extensive range of modern fitted units, Utility Room

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (large single), Bedroom Four (double), Bedroom Five (double), Bathroom with modern suite comprising panelled bath having electric shower over, pedestal wash basin and wc

Outside:

(Front) Foregarden with concrete driveway to integral garage
(Rear) Large paved patio and lawned garden overlooking playing fields

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



185 Titford Road, Olddbury, West Midlands B69 4QE

Property Description

An end terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having gas fired central heating and UPVC double glazed windows. Titford Road is located off the Wolverhampton Road (A4123) which gives easy access to Birmingham City Centre. The property is also approximately within a quarter of a miles distance from junction 2 of the M5 motorway. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £350 per calendar month (£4,200 per annum).

Accommodation

Ground Floor

Lounge, Dining Room, Kitchen and Bathroom having panelled bath, wash basin and WC, stairs to first floor

First Floor

Bedroom 1, Bedroom 2
intercommunicating with Bedroom 3



Outside

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

97a Perrott Street, Winson Green, Birmingham B18 4LZ

Property Description

An end terraced property of rendered brick construction surmounted by a tile clad roof set back from the road behind a paved foregarden. The property has been converted to provide two self contained one bedroom flats situated on the ground and first floor. Perrott Street is located off Foundry Road which in turn is found off Winson Green Road (A4040).

Accommodation

Ground Floor Flat

Lounge, Bedroom, Kitchen and Bathroom having panelled bath, wash basin and WC

First Floor

Side entrance having stairs to Hallway, Lounge, Bedroom, Kitchen and Bathroom having panelled bath, wash basin and WC

Outside

(Front) Paved foregarden



Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



9 Carpenters Road, Lozells, Birmingham B19 2BA

Description

A freehold reversionary investment opportunity secured upon land and a residential dwelling house erected thereon. The property comprises of a traditional mid terraced of brick construction surmounted by a pitched roof and Carpenters Road forms part of an established residential area and runs directly between Lozells Road and Gerard Street.

The property is subject to a long leasehold interest for a term of 75 years which commenced on 26th June 1976 at an initial rent of £30 per annum to be reviewed on 24th of June 2001 and again on 24th June 2026 for the remainder of the term. The rent review due in 2001 remains outstanding.

Under the terms of the lease, the rent shall be reviewed to such annual rent (being not less than the rent firstly herein before received) as shown to be ascertained by reference to current open market rent levels.

A copy of the lease is available for inspection with the legal documents

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

ADMINISTRATION FEE

An Administration Fee of £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + 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. 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.





Former Duke's Head Public House, Duke Street, Wolverhampton, WV1 3LN

Property Description

A substantial detached former public house which has more recently been used as warehouse/workshop accommodation, being located on the corner of Duke Street and Walsall Street. The existing property benefits from substantial accommodation over two/three storeys and comprises of the former three storey Public House accommodation with a more modern two storey loading bay/warehouse to the side, which is intercommunicating. The site has Planning Consent for the demolition of the existing building and development of 7 No. Two Bedroom apartments

Gross Internal Area – 78.8sq.m.
(848sq.ft.)

Total Floor Area –
535.2sq.m. (5,761sq.ft.)

Planning

The site has Full Planning Consent for the 'Demolition of existing Public House and erection of 7 No. 2 Bedroom apartments', granted by Wolverhampton City Council on 20 May 2009 (Ref – 09/00143/FUL)

Please Note – VAT is payable on the purchase price

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Three Rooms, WCs, Kitchen, Loading Bay/Storage Unit

Gross Internal Area – 237.6sq.m.
(2,557sq.ft.)

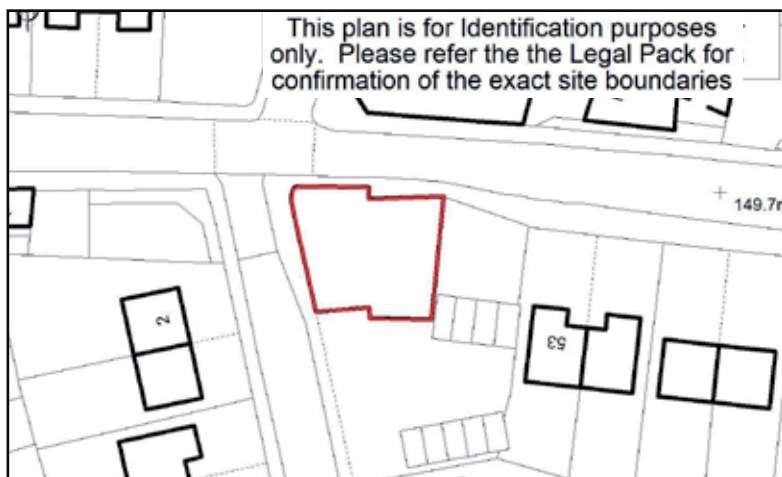
First Floor

Seven Rooms, WCs

Gross Internal Area – 209sq.m.
(2,249sq.ft.)

Second Floor

Four Rooms





27 Cadle Road, Wolverhampton, West Midlands WV10 9SJ

Property Description

A three bedroom semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a tarmacadamed covered foregarden allowing for off road parking. The property benefits from having well laid out accommodation, gas fired central heating and UPVC Double Glazing. Cadle Road is located off Hawksford Crescent which in turn is found off Fifth Avenue. The property is set in an established residential area and is within approximately two miles distance from Wolverhampton City Centre.

Accommodation

Ground Floor

Entrance Hallway, Lounge, Kitchen/ Diner, WC.

First Floor

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

Outside

(Front) – Tarmacadam covered foregarden
(Rear) - Lawned garden

Vendors Solicitors

Refer To Auctioneer

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 **Thursday 8th July 2010** 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.





Land Adjacent to 1 Shire Close, Edgbaston, Birmingham

Land Description:

A parcel of freehold land enclosed by a high boundary wall situated adjacent to Number 1 Shire Close. Shire Close comprises of a cul-de-sac located off Osler Street which runs between Reservoir Road and Icknield Port Road (B4126) forming part of a predominantly residential area, and is further located within approximately 250m from Edgbaston Reservoir. The land itself may be suitable for storage or various other uses and all interested parties should endeavour to inspect the land personally and discuss any plans with Birmingham City Council Planning Department prior to bidding.

Site Dimensions:

6.7 mtrs. (22 ft) x 5.2 mtrs. (17 ft)

Total Site Area:

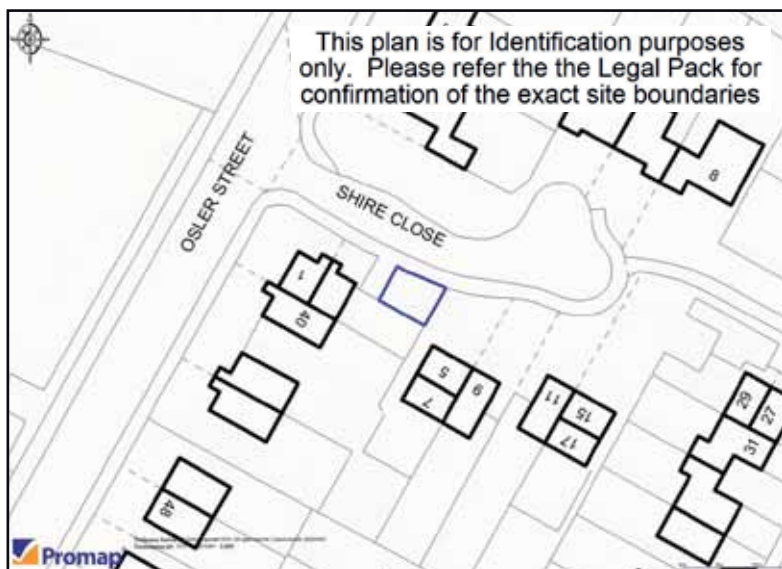
34.84 sq. mtrs. (375 sq ft)

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Flat 30 Warwick Crest, Arthur Road, Edgbaston, Birmingham B15 1LH

Property Description

A two bedroom flat situated on the seventh floor of a substantial purpose built block. The flat benefits from having UPVC double glazed windows, electric storage heating and is offered for sale in presentable condition, and further benefits from having an allocated garage providing off road parking. Warwick Crest is set in an established residential area and is located off Arthur Road which in turn can be found off either Church Road (B4217) or Carpenter Road. The property is within approximately a mile distance from Birmingham City Centre.

Accommodation

Ground Floor

Communal Entrance Hall with security door entrance system giving access to lifts.

Seventh Floor

Entrance Hallway, Lounge giving access to balcony area x 2, Kitchen, two Bedrooms and Bathroom, having panelled bath with electric shower above, wash basin and W.C.



Outside

Communal lawns, gardens and allocated garage providing secure off road parking.

Leasehold Information

Term: 8 July 2005 to 14 March 2149

Ground rent: Refer to legal pack

Service charge: Refer to legal pack

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

29 Holder Road, Yardley, Birmingham B25 8AP

Property Description

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a small walled garden. The property benefits from having well laid out accommodation, gas fired central heating and part UPVC double glazed windows. Holder Road is located off Hob Moor Road and Coventry Road (A45) which provides direct access to both Birmingham International Airport and Birmingham City Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500 per calendar month (£6,000 per annum).

Accommodation

Ground Floor

Lounge, Dining Room, Kitchen

First Floor

Two Bedrooms and Bathroom having panelled bath, wash basin and WC



Outside

(Front) Walled foregarden

(Rear) Lawned Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





Residential Building Plot, 6 William Road, Smethwick, West Midlands B67 6LW

Description

A parcel of freehold building land rectangular in shape and benefiting from planning consent for the erection of a three storey, four bedroom detached dwelling house. William Road forms part of a popular and established residential area and leads off Thimblemill Road (B4182) and the property is conveniently within less than one mile distance from Bearwood Road Shopping Centre and approximately half a mile distance from Warley Park.

Planning

The plot benefits from planning consent granted by Sandwell Metropolitan Borough Council (Ref: DC/09/51512 and dated 23rd December 2009) for the erection of a proposed new dwelling. The Architect's Drawings approved with the planning consent detailed a three storey detached dwelling house containing the following accommodation:

Proposed Accommodation

Ground Floor

Porch, Reception Hall, Cloak Room with wc, Dining Kitchen and a Lounge/ Dining Room

First Floor

Stairs and Landing, Bedroom One with En-suite Bathroom, Bedroom Two, Bedroom Three and Family Bathroom

Second Floor

Stairs to Bedroom Four with En-suite Bathroom

Outside

(Front) Forecourt parking area
(Rear) Garden

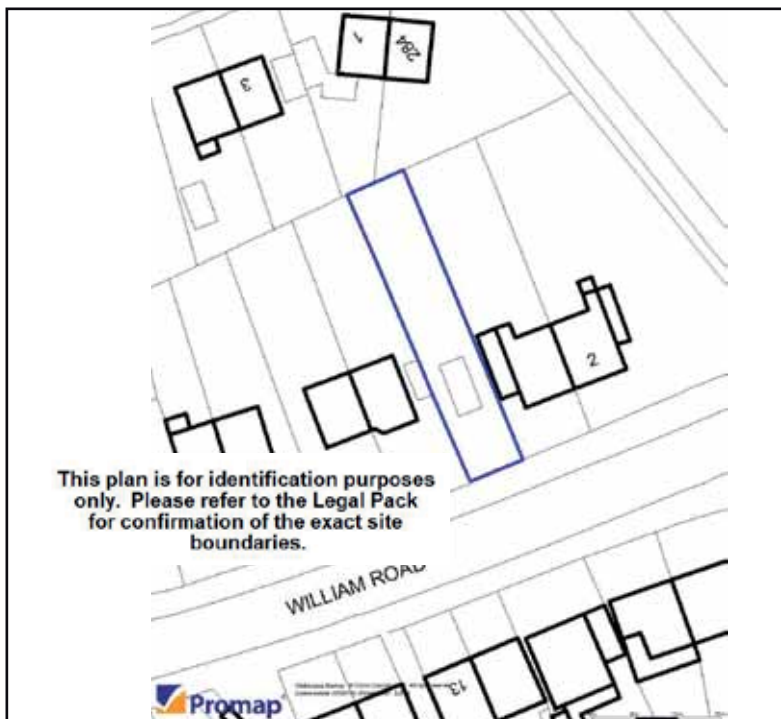
A copy of the planning consent and Architect's drawings are available for inspection at the auctioneers' offices

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – External Only





Residential Building Plot Adjacent to 50 Trentham Road, Coventry CV1 5BD

Property Description

A parcel of freehold building land, rectangular in shape and located adjacent to 50 Trentham Road. The plot benefits from planning consent for the erection of a two storey dwelling house and is situated in an established residential area predominantly containing a range of traditional terraced housing. Trentham Road is situated off Harnall Lane East and is situated approximately three quarters of a mile distance to the North East of Coventry City Centre.

Planning

The plot benefits from planning consent granted by Coventry City Council (Ref: 54476 and dated on 29th April 2008 for the erection of a two storey dwelling house and reserved matters relating to the consent were approved on the 16th July 2009.

The plans approved with the consent detailed the following accommodation

Ground Floor

Lounge/Dining Room, Cloak Room with wc and wash basin, Kitchen

First Floor

Stairs and Landing, Two Bedrooms and Shower Room

Outside

Rear garden

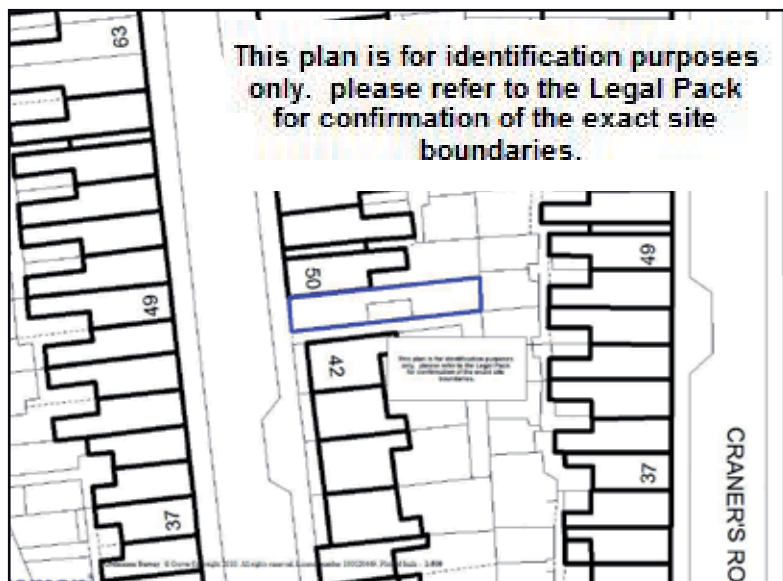
A copy of the planning consent is available from the Auctioneers.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – External Only





The Coach House, 1069 Warwick Road, Acocks Green, Birmingham B27 6QT

Property Description:

A detached period built hotel prominently situated fronting Warwick Road and having been substantially extended to the side and rear, offering very presentable and well maintained accommodation benefiting from ten lettable bedrooms, staff accommodation, ample off road parking to front and rear, gas fired central heating, mostly UPVC double glazed windows, licensed bar and a recently installed CCTV system. The property is set back from the road behind a tarmacadamed forecourt, occupying a site extending to approximately 0.22 acres (0.09Ha) and is located within less than a quarter of a mile distance from Acocks Green Shopping Centre and lies within approximately three miles distance to the south east of Birmingham City Centre and within five miles distance from Birmingham Airport, The National Exhibition Centre and The M42 Motorway (junction 6)

Planning

The property may be suitable for a wide range of alternate uses, subject to obtaining appropriate planning consent and all interested parties are deemed to have made their enquiries prior to bidding

Accommodation:

Basement/Staff Accommodation

Stairs and Hallway, Beer Cellar, Double Bedroom with Separate Fire Escape, Bathroom with panelled bath, pedestal wash basin and wc

Ground Floor

Porch, Reception Hall, Dry Lounge, Disabled Toilet, Gents Toilet, Dining Room, Ladies Toilets, Commercial Kitchen which includes stainless steel sink, dish washer, range cooker, extraction hood, fryer, hot cupboard along with a preparation areas and cupboards, Lobby, Staff Toilet/Laundry Room, Lounge/Licensed Bar, Private

Side Entrance to Staff Bedroom/ Bedroom Ten with En-suite Bathroom

First Floor:

Stairs and Landing, Bedroom One (Double) with En-suite Shower Room, Bedroom Two (Twin) with wash basin, Guest Bathroom with panelled bath, pedestal wash basin and wc, Bedroom Three (Twin) with wash basin, Guest Shower Room with wc and wash basin, Bedroom Four (Single) with wash basin, Bedroom Five (Twin) with En-suite Shower Room, Bedroom Six (Double) with En-suite Shower Room, Bedroom Seven (Twin) with En-suite Shower Room, Bedroom Eight (Twin) with En-suite Shower Room, Bedroom Nine (Family Room) with Ensuite Shower Room

Second Floor

Stairs to Private Staff Bedroom (Double)

Outside:

(Front) Tarmacadamed forecourt providing off road parking, iron gated vehicular access through to rear

(Rear) Tarmacadamed car park, patio area, brick store and lawned garden

Note: The sale of the property will include the majority of fixtures and fittings currently present, however the Dining Room furniture is Not included in the sale and all interested parties are advised to consult the Legal pack for clarification of the contents included in the sale.

Vendors Solicitors:

Refer to Auctioneers

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





14 Whitgreave Street, West Bromwich, West Midlands B70 9BA

Property Description

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned and paved foregarden. The property benefits from having UPVC double glazed windows and a conservatory/extension to the rear. The property has undergone some refurbishment works, however is currently unfinished and will require various works to bring it up to a habitable standard. Whitgreave Street is located off Whitehall Road (B4166) and is within approximately a miles distance from the main centre located in West Bromwich.

First Floor

Three Bedrooms and a Shower Room (no fitments)

Outside

(Front) Garden

(Rear) Garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

Front Reception Room, Open Plan Rear Reception Room / Kitchen (no fitments) and Conservatory, stairs to first floor

ADMINISTRATION FEE

An Administration Fee of £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + 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. 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.





Flat 1 Hatchford Court, Old Lode Lane, Solihull B92 8NG

Property Description

A one bedroom flat situated on the ground floor of a purpose built block of brick construction. The property benefits from having UPVC double glazed windows, electric heating and is offered for sale in presentable condition. Hatchford Court is located off Old Lode Lane close to the junction with Tanhouse Farm Road.

Accommodation

Communal Entrance Hallway, Entrance Hallway, Lounge, Kitchen, Bedroom

and Bathroom having panelled bath, wash basin and WC

Outside

Communal gardens and parking

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



ID

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

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

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.





12 Birch Avenue, Burntwood, Staffordshire, WS7 8TH

Property Description

A well presented semi-detached property of brick construction surmounted by a pitched tile clad roof and benefitting from upvc Double Glazing, gas fired Central Heating and modern kitchen and bathroom fittings.

Birch Avenue itself is located close to Queen Street and High Street (B5011) and is located in an established residential area close to Burntwood Town Centre.

Accommodation

Ground Floor

Reception Hall, Living Room, Dining Room, modern Kitchen

First Floor

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

Outside

(Front) Lawned Foregarden
(Rear) Gardens with vehicular access



Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk





85 Hawthorn Road, Kingstanding, Birmingham, West Midlands, B44 8QT

Property Description

An end terraced commercial property of brick construction, surmounted by a pitched tile clad roof and being located within a busy local shopping district with a range of similar units. The property comprises of a Ground Floor Retail Shop together with a self contained flat over and a separate storage unit to the rear of the property. The flat benefits from gas fired central heating and upvc double glazing.

Hawthorn Road is located between College Road (A453) and Kingstanding Road (B4138).

Accommodation

Ground Floor

Retail Area; 30.0sq.m. (323sq.ft.)
Store Room; 15.0sq.m. (161sq.ft.)
Separate WC and Kitchen

First Floor Flat

(Entrance off front of building)

Stairs and Landing, Living Room, Bedroom, Kitchen and Bathroom

Rear Accommodation

Storage Unit

Gross Internal Area – 73.4sq.m. (790sq.ft.)

Outside

(Front) Set back off the road behind a tarmacadam forecourt

(Rear) Driveway with access to rear Unit

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



**85 Ravenshill Road,
Yardley Wood,
Birmingham, B14 4HG**

Property Description

A freehold end terraced retail property, of traditional brick construction surmounted by a pitched roof and requiring modernisation and improvement. There is further accommodation to the first floor which at present cannot be accessed.

The property is located in a parade of similar units opposite Daleview Road, approximately 5 miles to the South of Birmingham City Centre.

Accommodation

Ground Floor

Retail Shop; 45.6sq.m. (491sq.ft.)

First Floor – No access and not internally inspected by the Auctioneer

Two Rooms, Kitchen (no fitments), Bathroom (no fitments)



Outside

(Rear) Yard area with former brick built WC and coal store

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

**PLANNING
PERMISSION**

**BUILDING
PLANS**

**BUILDING
SURVEYS**

Make the
most of your
money



We specialize in these types of work whether a single extension, housing or commercial development.

Contact us now for a free quotation

0121 777 1 333
info@tyler-parkes.co.uk

thetylerparkespartnership

architecture

town planning

design

ONE OF OUR PLANNERS WILL BE AVAILABLE TO GIVE
ADVICE AT THE AUCTION BETWEEN 11.30AM AND 1.30PM





**140 Outram Street, Sutton-In-Ashfield,
Nottinghamshire NG17 4FT**

Property Description

A ground floor one bedroomed flat forming part of a converted two storey property of traditional brick construction with a slate clad roof , situated in a mixed commercial/ residential area and conveniently located within approximately one quarter of a mile distance from Sutton in Ashfield town centre which provides access to a wide range of retail amenities and services. The property benefits from UPVC double glazed windows.

Outside

Shared rear yard

Leasehold Information

Term:
150 Years from 1st January 2007
Ground Rent: One Peppercorn

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Accommodation

Ground Floor

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

**HOME INFORMATION
PACKS
&
ENERGY PERFORMANCES
CERTIFICATES**

**We can provide
Residential HIP's
Or EPC's at
Competitive rates**

**Please call for a
Quote
Cottons
0121 247 2233**



General View of Land

**Land rear of Lye Cross Road,
Rowley Regis, West Midlands**
Description

The land comprises of a regular shaped site which is part of a larger area of public open space and extends to 0.34 acres (0.14 hectares)

The site is located approximately 1.5 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is approached across open land from Falcon Place or Lye Cross Road.

Site boundaries have been surveyed but not marked but can be set out accurately for a nominal charge using GPS survey equipment.

Planning

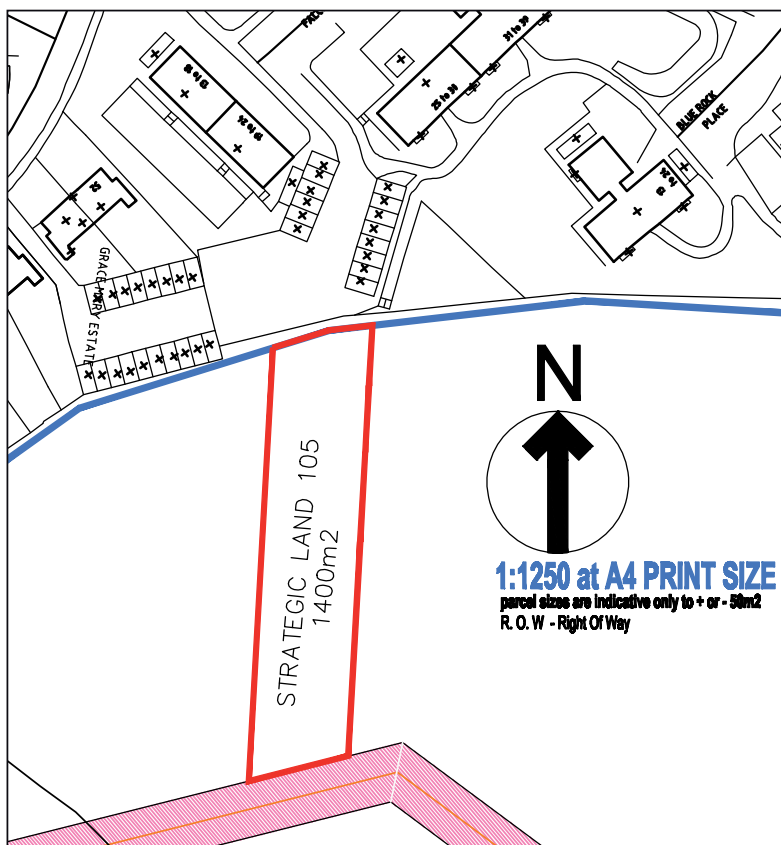
The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

Legal Documents

Available at www.cottons.co.uk

Viewings

The site is open for viewings





608 Birmingham New Road, Dudley, West Midlands DY1 4PD

Property Description

A semi detached property of brick construction surmounted by a hipped interlocking tile clad roof set back from the road behind a block paved foregarden allowing for off road parking and access to garage. The property benefits from having UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in a presentable condition throughout. The property stands back from the Birmingham New Road behind a slip road and is located close to Sedgely Road West (A457).

Accommodation

Ground Floor

Entrance Hallway, Through Lounge, Kitchen, Conservatory, stairs to first floor

First Floor

Three Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside

(Front) Block paved foregarden allowing for off road parking and access to garage
(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

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 £395 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £150 + 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



Freehold Residential Investment with Building Plot To The Rear



30 Russell Street, Dudley, West Midlands DY1 2AS

Property Description

A substantial three storey semi detached house of brick construction surmounted by a pitched tile clad roof and occupying a sizeable corner plot at the junction with Nelson Road. The property is a licensed HMO (No. LN/000000078) which comprises of seven bed-sitting rooms with shared bathroom and kitchen facilities and benefits from emergency lighting and mains fitted smoke alarms and gas fired central heating. The property further benefits from a large rear garden that has the benefit of planning permission for a three storey, two bedroomed detached property, with full detailed building regulations and drawings ready to be submitted. Russell Street forms part of a traditional and established predominantly residential area and leads off Wellington Road and is conveniently located within walking distance to Dudley Leisure Centre and within approximately half a mile distance from Dudley Town Centre, providing a wide range of amenities and services.

Tenancy Information

The property is currently let as follows:-
 Bedsit 1 - £212 per month
 Bedsit 2 - £212 per month
 Bedsit 3 - Vacant
 Bedsit 4 - £212 per month
 Bedsit 5 - Vacant
 Bedsit 6 - £212 per month
 Bedsit 7 - £212 per month
 Current Rental Income - £1060 per week (£12,720 per annum).
 Potential Rental Income (when fully let) - £1484 per week (£17,808 per annum).

A copy of the Schedule of Tenancy Information is available for inspection at the Auctioneer's office.

Accommodation

Ground Floor

Reception Hall with Cellar access, Dining Kitchen, Laundry Room, Rear Entrance Hall with store and wc, Bed-sitting Rooms One and Two

First Floor

Stairs and Landing, Bathroom with panelled bath, glazed shower enclosure, pedestal wash basin and wc, Bed-sitting Rooms Three, Four and Five

Second Floor

Stairs and Landing with wc, Bed-sitting Rooms Six and Seven

Outside

(Front) Paved foregarden with pedestrian side access

(Rear) Yard and garden with gated vehicular access off Nelson Road to car parking area and garage, further garden area

Planning

Planning consent was granted by Dudley Metropolitan Borough Council (Ref : P08/1468 and dated 25th November 2008) for the erection of 1 No split level dwelling
 A copy of the planning consent is available for inspection from the auctioneers office

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





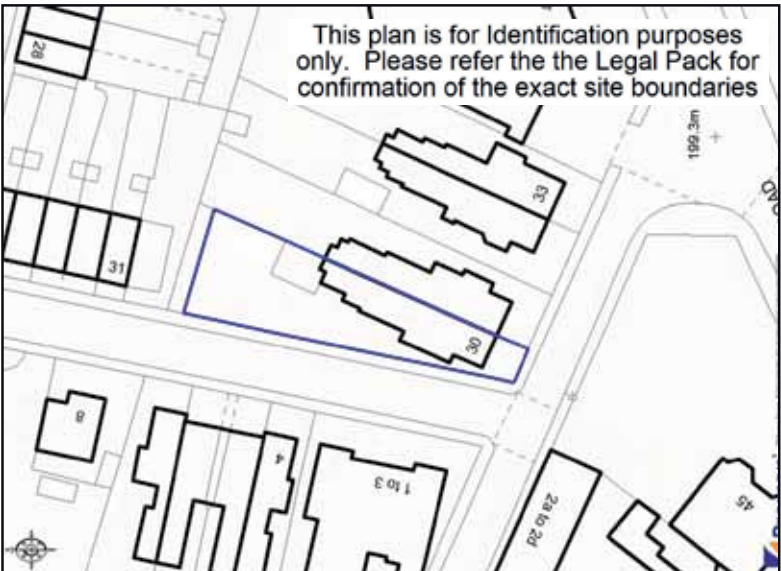
Proposed Elevations



Proposed Site Plan



Existing Site Plan





51 Brewery Street, Handsworth, Birmingham, B21 0JL

Property Description

An extended end of terrace property which benefits from gas fired central heating and UPVC double glazing together with a substantial yard area with Planning Permission for the erection of 7 flats, to include the demolition of No 51 Brewery Street. The property is offered for sale in presentable condition and is currently let on an Assured Shorthold Tenancy at a rental of £125 per week (£6,500pa). Brewery Street is itself located directly off Booth Street approximately 2.5 miles to the North West of Birmingham City Centre.

Accommodation

Ground Floor

Reception Hall, Kitchen, Front Reception Room, Rear Reception Room, Bathroom with panelled bath, wash hand basin and W.C.

First Floor

Four Bedrooms and Separate W.C

Outside

(Front) Walled foregarden
(Rear) The property benefits from a substantial yard area with vehicular access directly off Brewery Street.

Planning

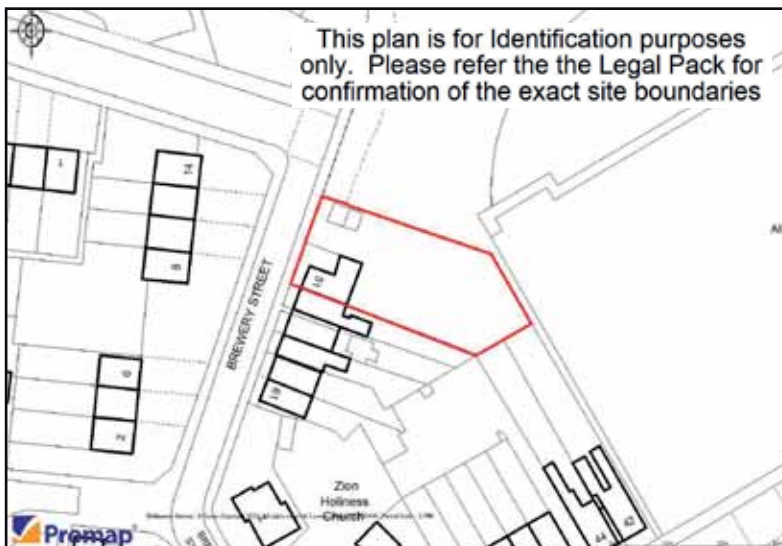
Planning Consent was granted by Birmingham City Council on 17 November 2008 for "Demolition of No. 51 Brewery Street and the erection of a three storey high building containing 7 flats with parking and private amenity area to rear." (Ref – 2007/00504/PA)

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 52

213 Lakey Lane, Hall Green, Birmingham, B28 8QT

Property Description

A mid terrace Retail Unit with self contained Flat above being of traditional construction surmounted by a tile clad roof. The property is currently let to a Fish and Chip shop on a lease for a term of 6 and a half years which commenced October 2009 at a rental of £11,000 pa. The property itself is located in a parade of similar units in the suburb of Hall Green.

Accommodation

Ground Floor

Serving Area, Storage room, Kitchen area x2.

First Floor (separate access)

Living Room, Kitchen, Bedroom, Shower room and Separate w/c

Tenancies

The property is currently let by way of a 6 and a half year lease which

Freehold Investment



commenced October 2009 at a current rental of £11,000 per annum.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

LOT 53

Freehold Vacant Possession

215 Lakey Lane, Hall Green, Birmingham, B28 8QT

Property Description:

A mid terrace Retail Unit with self contained Flat above being of traditional construction surmounted by a tile clad roof. The property itself is located in a parade of similar units in the suburb of Hall Green.

Accommodation:

Ground Floor:

Retail Area extending to 63.8sq.m (687sq.ft), Rear Stores, Kitchenette and Separate WC

The Retail Area benefits from Aluminium Framed Shop Front, Fluorescent Strip Lighting and Suspended Ceiling to the Rear

First Floor:

Living Room, Kitchen, Two Bedrooms, Bathroom and Separate w/c



The Flat benefits from gas fired central heating and UPVC double glazing.

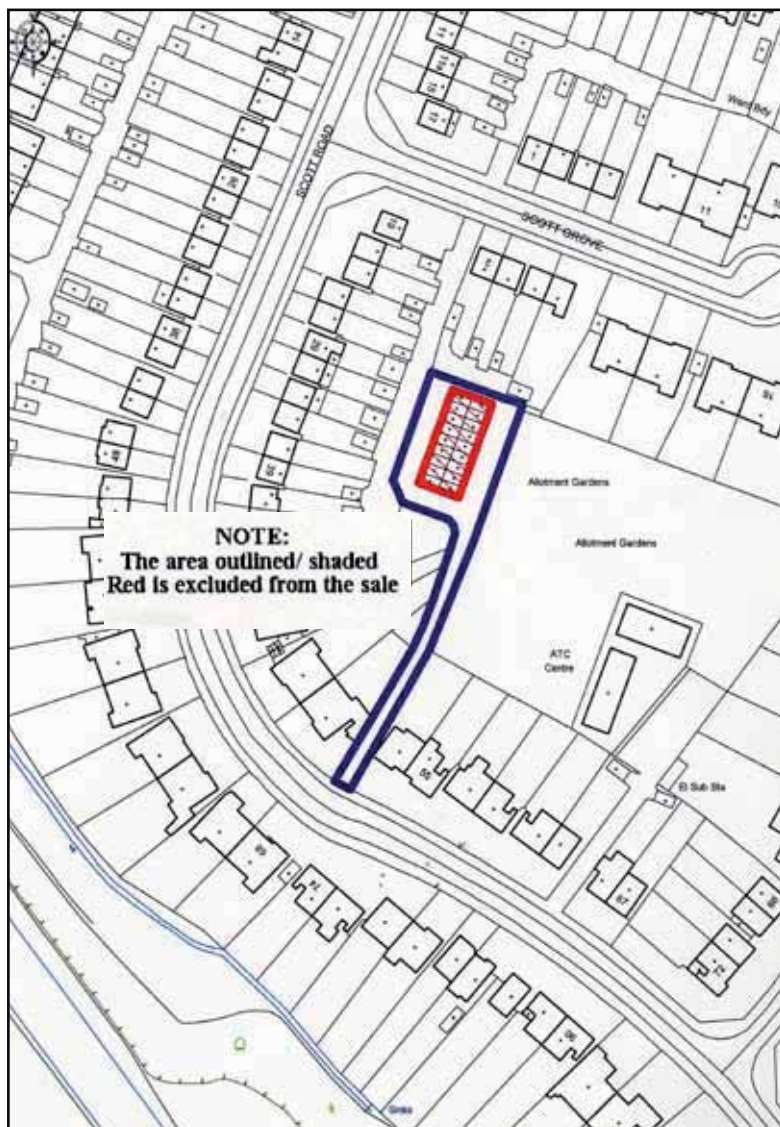
Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





Land Off Scott Road, Olton, Solihull, West Midlands, B92 7LQ

Land Description

A parcel of freehold land comprising of an access/driveway which is located between Numbers 51 and 53 Scott Road and leading to a parcel of land to the rear of Numbers 28 to 39 Scott Road and adjacent to allotment gardens. The site contains 18 derelict garages and whilst appearing abandoned and unused are owned by local residents, and the land is thus subject to rights of access in favour of the garage owners/tenants.

The site which includes the access way but excludes the garages extends to an area of approximately 700 sq m (0.17 acres).

The site may be suitable for redevelopment at some future time, subject to obtaining planning consent for an appropriate scheme, along with the acquisition of each individual garage.

Scott Road forms part of a popular and established residential area and leads off Pearce Avenue which in turn leads off Richmond Road and provides access to Warwick Road (A41).

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Land to Rear of 63 Gristhorpe Road, Selly Oak, Birmingham B29 7TD

Property Description

A freehold parcel of former garden land rectangular in shape and extending to an area of approximately 247sq.mtrs (2,665sq.ft) and containing a lock up garage which extends to an area of 36.6sq.mtrs (393sq.ft). The land is securely gated and is accessed by way of a shared rear driveway which leads off Gristhorpe Road adjacent to Smallbone Garage and further benefits from a pedestrian access located off a walkway adjacent to number 63.

The land may be suitable for storage purposes along with a variety of uses and all interested parties should contact the local planning department

at Birmingham City Council prior to bidding to discuss their proposed use.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





Land between 27 and 29 Park Road, Tividale, Oldbury, West Midlands B69 1LP

Property Description:

A parcel of freehold land located off Park Road which is set between numbers 27 and 29. The site itself extends to approximately 174 sq metres (0.04 acres). Park Road is set in an established residential area and is located off City Road which in turn is found off the New Birmingham Road (A4123) which provides direct

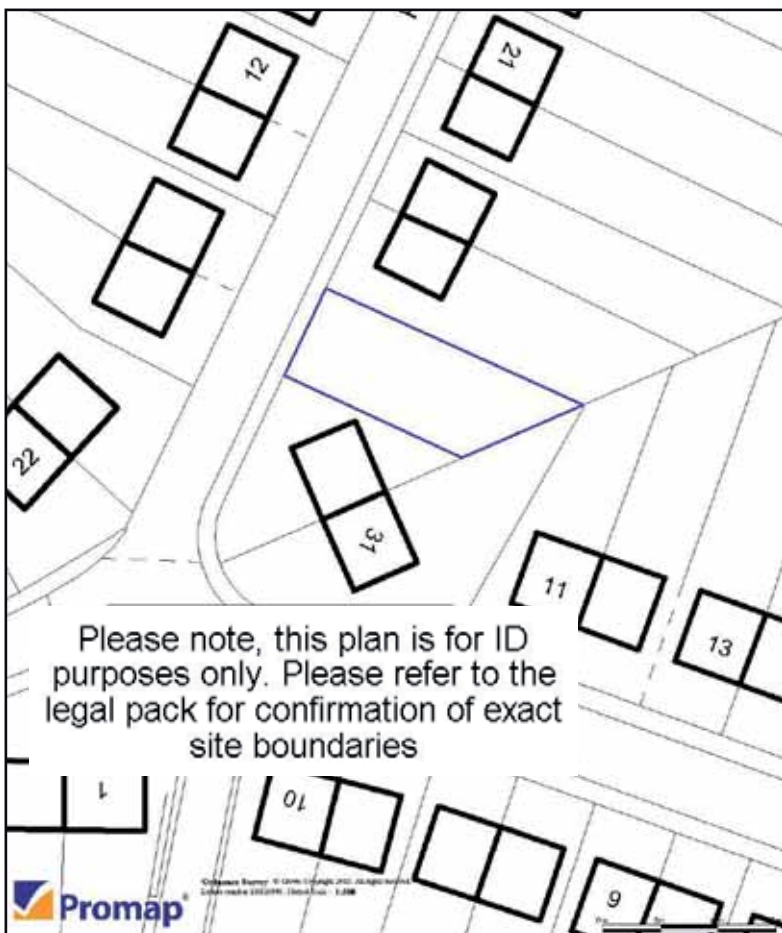
access to both Wolverhampton and Birmingham City Centres.

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





594 College Road, Kingstanding, Birmingham, B44 0HU

Property Description

A well presented, two storey end terraced commercial property of traditional brick construction and being surmounted by a pitched roof. The Accommodation currently comprises of a Ground Floor Retail Shop, a self contained flat over and a separate unit to the rear of the property. The property is offered For Sale in presentable condition.

The property is located on College Road (A453) close to the junction with Brackenbury Road.

Accommodation

Ground Floor Shop

Retail Area; 46.3sq.m (499sq.ft.)
Rear Area; 24.3sq.m (262sq.ft.)
Kitchen and Stock Room; 8.5sq.m. (92sq.ft.)

All internal Ground Floor walls are timber stud partitions.

First Floor Flat

Stairs and Landing, Lounge, Kitchen, Two Bedrooms, Shower Room and Separate WC

Rear Accommodation

Former Studio

44.4sq.m. (479sq.ft.)
Roller shutter access to rear right of way

Outside

(Front) The property fronts directly onto College Road

(Rear) Access to Rear Former Studio

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





105 Rea Valley Drive, Northfield, Birmingham B31 3XN

Property Description:

A detached property of brick construction surmounted by a interlocking tile clad roof set back from the road behind a block paved driveway allowing for off road parking and access to garage. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating, as well as modern kitchen and bathroom fitments. The property is offered for sale in presentable condition throughout. Rea Valley Drive is located off Staple Lodge Road and is set in an established residential area.

First Floor:

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

Outside:

(Front) Block paved foregarden and garage

(Rear) Lawned Garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining/ Kitchen, Utility Room, Conservatory, stairs to first floor





1 Red Lion Close, Tividale, West Midlands, B69 1TP

Property Description

A two storey property comprising of a Ground Floor retail shop together with residential accommodation. The property forms part of a neighbourhood shopping centre with a mixture of A1/A2/A5 units.

Red Lion Close itself runs directly off Regent Road close to New Birmingham Road (A4123).

Accommodation

Ground Floor

Main Salon extending to approximately 21.6sq.m. (233sq.ft.)

Rear Lobby with separate entrance to forecourt

Lounge, Kitchen

First Floor

Stairs and Landing, Three Bedrooms and Bathroom

Outside

(Front) Forecourt

(Rear) Lawned Garden with brick built WC

Legal Documents

Available at www.cottons.co.uk

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 **Thursday 8th July 2010** 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.





11 Arosa Drive, Harborne, Birmingham B17 0SB

Property Description:

A well laid out purpose built first floor flat forming part of a three storey development which is located off Elford Road, which leads off Quinton Road and which in turn runs between Harborne Lane and Northfield Road. The property is conveniently located within less than one mile distance from Harborne High Street, the Queen Elizabeth Hospital and the University of Birmingham.

Accommodation:

Ground Floor:

Communal Entrance Hall with security door entry system

First Floor:

Reception Hall, Kitchen, Bathroom with panelled bath having electric shower

over, pedestal wash basin and wc, Two Double Bedrooms, Lounge

Outside:

Communal gardens and garage located in an adjacent block

Leasehold Information

Term:

999 years from 24 March 1965

Ground Rent:

One Peppercorn

Service Charge:

Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Bridging Finance

that won't cost you the shirt off your back!

Residential and commercial

- £25,001 - £3m
- Up to 85% LTV (even for bridges)
- Highly competitive rates
- Solutions to all scenarios

Talk to Geoff Philpot on **01249 65 29 39** all enquiries welcomed...from the straightforward to the more unusual or complex



DMI FINANCE

Firm Foundations for Property Finance

DMI Finance, PO Box 3257,
Chippenham, SN15 9DH
Tel: **01249 65 29 39**
Fax: **01249 65 57 88**
www.dmifinance.com





53 Sankey Road, Cannock, Staffordshire WS11 2DT

Property Description

A semi detached house of Wimpy No-Fines construction surmounted by a pitched tile clad roof and benefiting from gas fired central heating and three bedrooms. Sankey Road runs between Cannock Road and Heath Gap Road and the property is located within approximately three quarters of a mile distance to the north east of Cannock Town Centre which provides access to a wide range of retail amenities and services.

Accommodation

Ground Floor

Entrance Hall, Through Lounge/Dining Room, Breakfast Kitchen with pantry, Utility Room/Rear Entrance Hall

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bathroom with panelled bath, wash basin and Separate WC

Outside

(Front) Lawned foregarden
(Rear) Pedestrian side access to a predominantly lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Notice Completion Dates

PLEASE BE SURE TO CHECK THE LEGAL PACKS FOR THE EXACT COMPLETION DATE OF ANY PROPERTY WHICH YOU INTEND TO PURCHASE AS THESE DATES ARE CONTRACTUALLY BINDING.

IN RESPONSE TO THE CURRENT MARKET CONDITIONS SOME VENDORS HAVE AGREED TO OFFER THEIR PROPERTIES WITH EXTENDED COMPLETION PERIODS TO ASSIST BUYERS WITH THEIR PURCHASE, AND WHERE POSSIBLE, THESE ARE INCLUDED IN THE CATALOGUE DETAILS FOR EACH LOT (WHERE APPLICABLE). IF YOU REQUIRE CONFIRMATION OF THE COMPLETION DATES FOR ANY PROPERTY INCLUDED IN THIS AUCTION SALE THEN PLEASE CONTACT THE AUCTION TEAM PRIOR TO PURCHASING.





157 Hednesford Road, Heath Hayes, Cannock WS12 5HN

Property Description

A freehold mixed investment property comprising of a long established ground floor bakery shop along with three well laid out and self contained flats to the rear and first floor over. The property prominently fronts Hednesford Road opposite the junction with Stafford Street and situated amongst a range of local shops and amenities serving the surrounding residential catchment area. Cannock Town Centre lies within approximately two miles distance to the west. All units have the benefit of separate electricity and gas metres (where fitted) and the property benefits from part UPVC double glazed windows and electric storage heating to flat 1 and separate gas fired central heating systems to flats 2 and 3. The property is currently let as follows:

Retail Shop

Let as 'Tennants Bakery' holding over following the expiry of a five year lease and on internal repairing and insuring terms

Rental: £3,980 per annum

Note We understand that this tenant has been in occupation for in excess of 20 years

Flat 1 Let on an Assured Shorthold Tenancy

Rental: £3,850 per annum

Flat 2 Currently Vacant

Flat 3 Currently Vacant

Current Total Rental Income

£7,830 per annum

Potential Total Rental Income

(when fully let) £15,230 per annum approx



Accommodation

Ground Floor

Bakery Shop

Retail Area: 28.19sq.mtrs (303sq. ft) having a traditional shop front and seating area with twelve covers, Preparation Area, Rear Entrance Hall/Store and Kitchen 14.79sq.mtrs (159sq. ft), Cloak Room with wc and wash basin 1.63sq.mtrs (17sq.ft)

Gross Internal Area: 44.61sq.mtrs (480sq.ft)

Flat 1

Reception Hall, Bedroom, Lounge, L-shaped Kitchen, Shower Room with glazed shower enclosure, pedestal wash basin and wc.

Shared Side Entrance to

First Floor

Stairs and Landing

Flat 2

Reception Hall, Bedroom, Lounge, Breakfast Kitchen, Shower Room with shower, pedestal wash basin and wc

Flat 3

Lounge, Bedroom, Kitchen, Lobby, Shower Room with shower, pedestal wash basin and wc

Outside

Side driveway and rear yard

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





Yard & Workshop to Rear of 157 Hednesford Road, Heath Hayes, Cannock WS12 5HN

Property Description

A single storey brick built workshop set back behind a yard/car parking area and accessed by way of a vehicular right of way situated adjacent to 157 Hednesford Road.

The workshop is currently in a state of disrepair however, we understand that it benefits from a pedestrian side access off Chapel Street and has a separate electricity service and wc connection to the main sewer although the buyer will be responsible for the cost in separating the water supply which is currently served from number 157 Hednesford Road.

Accommodation

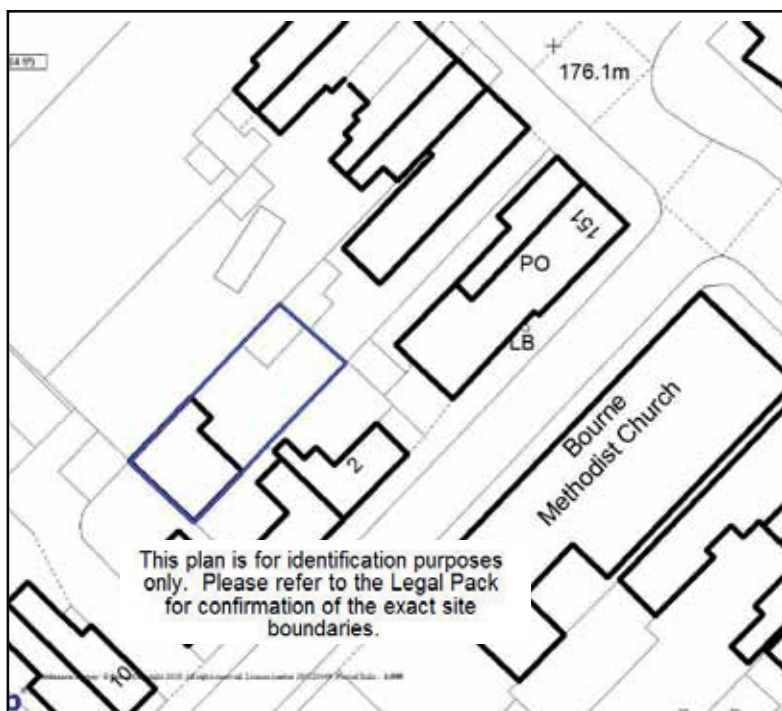
Workshop: 53.95sq.mtrs (580sq.ft) approximately.

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – External Only





12 Park Avenue, Stafford ST17 9RB

Property Description:

A substantial semi detached house of rendered brick construction surmounted by a pitched tile clad roof, occupying a large plot and benefiting from mostly UPVC double glazed windows but requiring complete repair and improvement. Park Avenue forms part of an established residential area located off Rising Brook (A449) and the property is located approximately one mile distance to the south of Stafford Town Centre and two miles distance to the north of the M6 Motorway (junction 13)

Accommodation:

Ground Floor:

Vestibule Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Large L-shaped conservatory opening to Breakfast Kitchen

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Large Bathroom (no fittings except bath), Store Room

Second Floor

Stairs to Attic Room

Outside:

(Front) Gravelled forecourt providing off road parking, side vehicular gated access to rear

(Rear) Decked patio area and a large predominantly lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





66 Copthall Road, Handsworth, Birmingham B21 8JJ

Property Description:

A semi detached property of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a block paved foregarden allowing for off road parking. The property benefits from having UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fitments and is offered for sale in presentable condition throughout. Copthall Road is located off Landgate Road and Camp Lane, and forms part of an established residential area on the Handsworth/ Handsworth Wood borders. The property is conveniently within approximately half a miles distance from Soho Road which provides access to a wide range of retail shops and amenities.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, stairs to first floor

First Floor:

Three Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside:

(Front) Block paved foregarden allowing for off road parking

(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Apartment 4 The Bartleet, 224 Mount Pleasant, Redditch, Worcestershire B97 4JL

Property Description:

A one bedroom apartment situated on the first floor of a modern purpose built block of brick construction and surmounted by a tile clad roof set back from the road behind a walled foregarden. The flat benefits from having well laid out accommodation, electric heating and modern kitchen and bathroom fittings, as well as further benefiting from communal off road parking to the rear. Mount Pleasant is a continuation of Ipsley Street, and the property is within approximately a quarter of a miles distance from Redditch Town Centre. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £495 per calendar month (£5,940 per annum).

Accommodation:

Ground Floor:

Communal Entrance Hall and Stairs to first floor

First Floor:

Entrance Hallway, Lounge, Kitchen, Bedroom and Bathroom having panelled bath with electric shower above, wash basin and WC

Outside:

(Front) Walled foregarden

(Rear) Communal gardens and parking area

Leasehold Information

Term: The grant of a new 125 year

lease from the date of completion

Service Charge: Refer to Legal Pack

Ground Rent: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





Apartment 5 The Bartleet, 224 Mount Pleasant, Redditch, Worcestershire B97 4JL

Property Description:

A one bedroom apartment situated on the first floor of a modern purpose built block of brick construction and surmounted by a tile clad roof set back from the road behind a walled foregarden. The flat benefits from having well laid out accommodation, electric heating and modern kitchen and bathroom fitments, as well as further benefiting from communal off road parking to the rear. Mount Pleasant is a continuation of Ipsley Street, and the property is within approximately a quarter of a miles distance from Redditch Town Centre. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £450 per calendar month (£5,400 per annum).

Accommodation:

Ground Floor:

Communal Entrance Hall and Stairs to first floor

First Floor:

Entrance Hallway, Lounge, Kitchen, Bedroom and Bathroom having panelled bath with electric shower above, wash basin and WC

Outside:

(Front) Walled foregarden

(Rear) Communal gardens and parking area

Leasehold Information

Term: The grant of a new 125 year

lease from the date of completion

Service Charge: Refer to Legal Pack

Ground Rent: Refer to Legal Pack

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Freehold Vacant Possession By Instruction of the Trustees in Bankruptcy

**66 Walsingham Street,
Walsall WS1 2JY**

Property Description

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from gas fired central heating, part replacement UPVC windows and three bedrooms. Walsingham Street forms part of an established residential area and is situated off Chuckery Road and located approximately one third of a mile distance to the east of Walsall Town Centre.

Accommodation

Ground Floor

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



First Floor

Stairs and Landing, Three Bedrooms

Outside

(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Freehold Vacant Possession By Instruction of the Trustees in Bankruptcy

**22 Florence Street,
Walsall,
West Midlands
WS1 2LG**

Property Description

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof and benefiting from part UPVC double glazed windows, gas fired central heating and three bedrooms. Florence Street forms part of an established residential area and is situated off Chuckery Road and located within approximately one third of a mile distance to the east of Walsall Town Centre.

Accommodation

Ground Floor

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

First Floor

Stairs and Landing, Three Bedrooms



Outside

(Rear) Yard and garden

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



**20 Florence Street,
Walsall, West Midlands
WS1 2LG**

Property Description

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof and benefiting from three bedrooms and gas fired central heating. Florence Street forms part of an established residential area and is situated off Chuckery Road and located within approximately one third of a mile distance to the east of Walsall Town Centre.

Accommodation

Ground Floor

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

First Floor

Stairs and Landing, Three Bedrooms

Outside

(Rear) Yard and garden



Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Auction Finance

that won't cost you an arm and a leg!

Residential and Commercial

- Developments
- Refurb and Conversions
- Buy to lets

- Buy to occupy
- Remortgage to capital raise
- Auction or open market purchase

Talk to Geoff Philpot on **01249 65 29 39** all enquiries welcomed...from the straightforward to the more unusual or complex

DMI
FINANCE

Firm Foundations for Property Finance

DMI Finance, PO Box 3257, Chippenham, SN15 9DH

Tel: 01249 65 29 39

Fax: 01249 65 57 88

www.dmifinance.com



20 Durham Drive, West Bromwich, West Midlands B71 1HT

Property Description

A semi detached property surmounted by a tile clad roof set back from the road behind a lawned foregarden.

The property benefits from having UPVC double glazed windows, gas fired central heating and separate tarmacadam covered parking space adjacent to the property. Durham Drive is located off Essex Avenue and the property is within approximately two miles distance from West Bromwich Town Centre.

First Floor

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

Outside

(Front) Lawned garden and tarmacadam covered parking space adjacent

(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

Accommodation

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Rear Lobby with WC, stairs to first floor

Viewings

Via Cottons – 0121 247 2233

PROXY & TELEPHONE BIDDING

**We can arrange to set up Telephone or
Proxy Bids if you are unable to attend the Auction**

Please contact the Auction Team on

0121 247 2233

For further details and Terms & Conditions





50 Milcote Road, Weoley Castle, Birmingham B29 5NJ

Property Description

A mid terraced house of predominantly brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows, modern kitchen fitments and off road parking. Milcote Road is located off Quarry Road and the property is conveniently within approximately one quarter of a mile distance from a range of local shops and amenities located in Castle Square.

Bathroom with panelled bath having shower over, pedestal wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside

(Front) Lawned foregarden with gravelled driveway providing off road parking

(Rear) Paved patio and lawned garden

Accommodation

Ground Floor

Porch, Entrance Hall, Lounge, Dining Room opening to Open Plan Kitchen with a range of modern fitted units,

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233





54 Willis Pearson Avenue, Bilston, West Midlands WV14 8DA

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a forecourt parking area and benefiting from UPVC double glazed windows, gas fired central heating and modern kitchen and bathroom fittings. Willis Pearson Avenue leads off Wallace Road which leads off Bradley Lane and in turn leads off Great Bridge Road (A4098) and the property is located within approximately half a mile distance from Bilston High Street.

Accommodation:

Ground Floor:

Entrance Hall, Through Lounge/Dining Room, Kitchen with a range of modern fitted units

First Floor:

Stairs and Landing, Three Good Sized Bedrooms, Shower Room with glazed shower, wash basin and wc

Outside:

(Front) Paved forecourt providing off road parking

(Rear) Paved patio and lawned garden

Legal Documents

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233





27 The Paddock, Coseley, West Midlands WV14 8XZ

Property Description

A double fronted three bedroom semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden and driveway allowing for off road parking. The property benefits from having well laid out accommodation and gas fired central heating, however does require some modernisation and improvement. The Paddock is located off Church Road which in turn can be found off Gough Road (B4483).

Accommodation

Ground Floor

Entrance Hallway, Lounge, Dining Room and Kitchen, stairs to first floor

First Floor

Three Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside

(Front) Walled foregarden and driveway giving access to garage.

(Rear) Lawned garden

Legal Documents

Available at www.cottons.co.uk

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 **Thursday 8th July 2010 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.



Fast funding for property professionals

MEET US
AT THIS
AUCTION

Finance ready to go...



***Substantial
Funding Available***

***High Quality
Client Care***

***Established
Lender***

***24hr Funding
Available***



0844 873 4228

www.auctionfinance.co.uk

working in
association with



**auction
finance**



CLARKE
ROXBURGH

As recommended by

Cottons
CHARTERED SURVEYORS

1. Attend auction...



2. Buy dream property...



3. Arrange insurance with...



CLARKE
ROXBURGH

When insuring your property,
it's always best to **be sure**,
with Clarke Roxburgh you can.

- **Competitive Insurance Premiums**
- **Specialist Let Property Insurance**
- **Market leading policy cover**
- **Fast Track Claims Service**
- **Minimal Paperwork**
- **Advice and Personal Service
from our Property Experts**

Call us today for a free quotation

Tel: **01684 571 836**

Fax: **01684 569 419**

www.clarkeroxburgh.co.uk

Clarke Roxburgh Insurance Brokers Ltd, Malvern Heights, Chequers
Close, Enigma Business Park, Malvern, Worcestershire, WR14 1GP
authorised and regulated by the Financial Services Authority 310320

be sure

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 Auction of Real Estate in England & Wales

(Edition 3 August 2009) Reproduced with the consent of the RICS

No responsibility for loss occasioned to any person acting or refraining.

From auction as a result of the material included in this publication can be accepted by the author or publisher. © Royal Institution of Chartered Surveyors August 2009

A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disappplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

A2 Our role

A2.1 As agents for each **seller** we have authority to:

- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- (b) offer each **lot** for sale;
- (c) sell each **lot**;
- (d) receive and hold deposits;
- (e) sign each **sale memorandum**; and
- (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

A2.2 **Our** decision on the conduct of the **auction** is final.

A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.

A2.4 **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.

A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.

A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.

A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.

A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.

A3.5 Where there is a reserve price 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. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the **seller** may fix the final reserve price just before bidding commences.

A4 The particulars and other information

A4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.

A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.

A5 The contract

A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.

A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price you** bid plus **VAT** (if applicable).

A5.3 **You** must before leaving the **auction**:

- (a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by **us**);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

A5.4 If **you** do not **we** may either:

- (a) 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
- (b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:

- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

A5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

A5.7 If the **buyer** does not comply with its obligations under the **contract** then:

- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
- (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**. **Words in bold blue type have special meanings, which are defined in the Glossary**. The **general conditions** (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

G1. The lot

G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.

G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.

G1.4 The **lot** is also sold subject 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; and
- (i) anything the **seller** does not and could not reasonably know about.

G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

G1.6 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.

G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.

G1.8 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.

G1.9 The **buyer** buys with full knowledge of:

- (a) the **documents**, whether or not the **buyer** has read them; and
- (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.

G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

G2. Deposit

G2.1 The amount of the deposit is the greater of:

- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- (b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

G3. Between contract and completion

G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:

- (a) produce to the **buyer** on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

G4. Title and identity

G4.1 Unless **condition** G4.2 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 that occurs after the **contract date**.

G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:

- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) 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, where noted on the register, of all documents subject to which the **lot** is being sold.

(c) 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 fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.

(d) If title is in the course of registration, title is to consist of certified copies of:

- (i) the application for registration of title made to the land registry;
- (ii) the **documents** accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) 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**.

(e) 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**.

G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

G4.5 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**.

G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

G5. Transfer

G5.1 Unless a form of **transfer** is prescribed by 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** G5.2 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**.

G5.2 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.

G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

G6. Completion

G6.1 **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.

G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.

G6.3 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.

G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

G6.5 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**.

G6.6 Where applicable the **contract** remains in force following **completion**.

G7. Notice to complete

G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be **ready to complete**.

G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:

- (a) terminate 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**.

G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:

- (a) terminate the **contract**; and
- (b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.

G8. If the contract is brought to an end

If the **contract** is lawfully 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**; and

(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 **condition** G7.3.

G9. Landlord's licence

G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.

G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.

G9.4 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.

G9.5 The **buyer** must:

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

G9.6 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** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.

G10. Interest and apportionments

G10.1 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**.

G10.2 Subject to **condition** G11 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.

G10.3 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 by the **buyer**;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

G10.4 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 some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate 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.

G11 Arrears

Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.

G11.3 Parts 2 and 3 of this **condition** G11 do not apply to **arrears** of current rent.

Part 2 Buyer to pay for arrears

G11.4 Part 2 of this **condition** G11 applies where the **special conditions** give details of **arrears**.

G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.

G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.

Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this **condition** G11 applies where the **special conditions**:

- (a) so state; or
- (b) give no details of any **arrears**.

G11.8 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 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 without the consent of the **seller** 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 part 3 of this **condition** G11.

G11.9 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**.

G12. Management

G12.1 This **condition** G12 applies where the **lot** is sold subject to **tenancies**.

G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; 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**.

G13. Rent deposits

G13.1 This **condition** G13 applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition** G13 “rent deposit deed” means the deed or other document under which the rent deposit is held.

G13.2 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.

G13.3 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.

G14. VAT

G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.

G14.2 Where the **special conditions** state that no **VAT option** 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**.

G15. Transfer as a going concern

G15.1 Where the **special conditions** so state:

- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this **condition** G15 applies.

G15.2 The **seller** confirms that the **seller**

- (a) is registered for **VAT**, either in the **seller’s** name or as a member of the same **VAT** group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

G15.3 The **buyer** confirms that:

- (a) it is registered for **VAT**, either in the **buyer’s** name or as a member of a **VAT** group;
- (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the **lot** as a nominee for another person.

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:

- (a) of the **buyer’s VAT** registration;
- (b) that the **buyer** has made a **VAT option**; and
- (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.

G15.5 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

G15.6 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**;
- (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** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

G16. Capital allowances

G16.1 This **condition** G16 applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.

G16.2 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.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.

G16.4 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** G16; 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.

G17. Maintenance agreements

G17.1 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**.

G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

G18. Landlord and Tenant Act 1987

G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 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.

G19. Sale by practitioner

G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.

G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller’s** obligations. The **transfer** is to include a declaration excluding that personal liability.

G19.4 The **lot** is sold:

- (a) in its condition at **completion**;
 - (b) for such title as the **seller** may have; and
 - (c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.
- G19.5 Where relevant:
- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment 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.
- G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

G20. TUPE

G20.1 If the **special conditions** state “There are no employees to which **TUPE** applies”, this is a warranty by the **seller** to this effect.

G20.2 If the **special conditions** do not state “There are no employees to which **TUPE** applies” the following paragraphs apply:

- (a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the “Transferring Employees”). This notification must be given to the **buyer** not less than 14 days before **completion**.
- (b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
- (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
- (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. Environmental

G21.1 This **condition** G21 only applies where the **special conditions** so provide.

G21.2 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**.

G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

G22. Service Charge

G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

G22.2 No apportionment is to be made at **completion** in respect of service charges.

G22.3 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.

G22.4 In respect of each **tenancy**, if the service charge account shows that:

- (a) payments on account (whether received or are 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; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.

G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure 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**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

- (a) the **seller** must pay 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.

G23. Rent reviews

G23.1 This **condition** G23 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.

G23.2 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.

G23.3 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.

G23.4 The **seller** must promptly:

- (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.

G23.5 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.

G23.6 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.

G23.7 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**.

G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

G24. Tenancy renewals

G24.1 This **condition** G24 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.

G24.2 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.

G24.3 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.

G24.4 Following **completion** the **buyer** must:

- (a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (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.

G24.5 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.

G25. Warranties

G25.1 Available warranties are listed in the **special conditions**.

G25.2 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; and
- (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.

G25.3 If a warranty is not assignable the **seller** must after **completion**:

- (a) hold the warranty on trust for the **buyer**; and
- (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.

G26. 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**.

G27. Registration at the Land Registry

G27.1 This condition G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:

- (a) procure that it becomes registered at Land Registry as proprietor of the **lot**;
- (b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
- (c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

- (a) apply for registration of the **transfer**;
- (b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
- (c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28. Notices and other communications

G28.1 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.

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received:

- (a) when delivered, if delivered by hand; or
- (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

G29. Contracts (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the **contract** pursuant to the Contract (Rights of Third Parties) Act 1999.

A full copy of the Common Auction Conditions including the Glossary can be found at:
www.rics.org/commonauctionconditions

Cottons

IMPORTANT NOTICE

We are currently updating our mailing list so if you require a catalogue for our next Auction on Thursday 8th July 2010 at Aston Villa Football Club, Birmingham, please complete the slip below and either hand it to us at the auction or post it to us at the address below. If we do not receive this then your details will be erased from our Mailing List. Alternatively, you may wish to subscribe to our annual Mailing List at cost of £25.00 including VAT which should be enclosed when you return this form to receive Catalogues for the next 12 months from the date of subscription.

Name

Address

Telephone No's

Date

Signature

‘The Auctioneers’

Cottons have been successfully disposing of property by Auction for well in excess of 50 years and are well established as one of the leading Auctioneers outside of London.

Our major auctions are held regularly at The Aston Villa Football Club and typically comprise of an extensive range of residential and commercial property, land and ground rent investments.

Whilst our catalogue will normally comprise of property within the Midlands Region, we have a proven track record for selling lots further afield and extending across the U.K.

IF YOU HAVE A PROPERTY TO INCLUDE IN A FUTURE AUCTION CONTACT THE AUCTION TEAM NOW ON 0121 247 2233

In addition, our extensive knowledge and expertise developed over the years enables us to provide our clients with a comprehensive range of quality services comprising;

‘The Estate Agents’

We now offer an unrivalled Estate Agency service from our offices at 361 Hagley Road, Edgbaston. For a list of properties currently available or for a free market appraisal please telephone 0121 247 4747.

‘The Letting Agents’

We provide a specialised letting service for both Landlords and Tenants.

‘The Property Managers’

We currently manage an extensive range of residential, commercial and industrial property throughout the UK for both private and corporate clients.

‘The Estate Managers’

We specialise in managing estate property of all types whether it be a block of flats/apartments, an office development, an industrial estate or a ground rent portfolio.

‘The Surveyors’

Our survey and valuation department is experienced in the valuation of all types of residential and commercial property.

‘The Property Insurance Specialists’

In conjunction with our brokers we can offer an extensive range of Insurance services for all types of property including buildings and contents cover and landlord's rental guarantee.

If you are looking for an Agent to provide unrivalled advice and service then please contact us.

Location



Cottons

Chartered Surveyors

Auction Department
361 Hagley Road
Edgbaston
Birmingham
B17 8DL

Tel: 0121 247 2233

Fax: 0121 247 1233

E-mail: auctions@cottons.co.uk

www.cottons.co.uk

