

UNITED STATES DISTRICT COURT
DISTRICT OF

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
) Civil No.
 v.)
) Judge
 _____ et al.,)
)
 Defendants.)

ORDER APPOINTING _____
AS RECEIVER FOR REAL PROPERTY AT

The plaintiff, the United States of America, having requested an order appointing _____, as Receiver to take possession of and to arrange for the sale of, certain real property located at _____ (the _____ property”) more particularly described in Exhibit A attached hereto, and good cause having been found,

IT IS THEREFORE ORDERED THAT:

1. _____ of _____ is appointed as a Receiver for the _____ property for the purposes of assisting in the enforcement of the federal tax liens against that property, pursuant to 26 U.S.C. §§ 7402(a), 7403(d). The Receiver is directed to take possession of the _____ property, including all buildings, improvements, fixtures, appurtenances, materials, and equipment thereon, upon the vacation of the property by the current residents, to preserve and protect the value of that property, to put it into saleable condition, and to arrange for the sale of that property, free and clear of any rights, titles, claims, or interests of _____ and of any of the parties to this action.

2. The Receiver shall have the authority to arrange for the sale of the _____ property, subject to confirmation by this Court, in any manner approved by the United States. The terms of any purchase agreement shall include the balance of the purchase price paid in cash at closing, and may include an earnest money deposit, in an amount to be approved by the United States, forfeitable upon the purchaser's failure to perform. The closing shall not occur until after the sale has been confirmed by further order of this Court. At closing, the purchaser or purchasers shall receive a quitclaim deed to the _____ property executed by the Receiver. In the event a closing takes place prior to an order of this Court regarding the distribution of proceeds, the Receiver shall hold all of the proceeds of any sales of the property, net of any closing costs, including any earnest money deposits, in an interest-bearing account until such time as this Court shall make a further order regarding the distribution of those proceeds.

3. The Receiver shall have all of the rights and powers necessary to fulfill its obligations under this order, specifically including, but not necessarily limited to, the power to enter onto the _____ property, to manage the property, to collect rents on the real property, to advertise the sale of the real property, and to take any action reasonably necessary to protect and preserve the value of the real property prior to sale, and to put it into saleable condition, including making expenditures of funds that are first approved by the United States for reasonable and necessary maintenance and improvements, including, but not limited to, the purchase of property and liability insurance.

4. The provisions of Local Rule 66.1(b) shall not apply to this receivership.

5. The Receiver shall be compensated from the proceeds of the sale of _____

property (a) in an amount equal to six (6) percent of the gross sale proceeds, and (b) for its reasonable and necessary expenditures to protect and preserve the value of Union property that were first approved by the United States.

6. The defendants, _____, and all other persons acting in concert with, or on their behalf, are hereby restrained and enjoined from interfering in any way with the _____ property, or with the Receiver, or with the Receiver's efforts to comply with its obligations under this Order, and any violation of this order may result in a fine, or incarceration, or both.

IT IS SO ORDERED.

Done at _____
this ___ day of _____, 2002.

HON. _____
U.S. District Court Judge
District of _____