## NOTICE OF PUBLIC AUCTION SPECIAL COMMISSIONER'S SALE OF REAL ESTATE COUNTY OF RUSSELL, VIRGINIA

Pursuant to the terms of those certain Decrees of Sale entered in the Circuit Court of County of Russell, the undersigned Special Commissioner will offer for sale at a simulcast (with online and in person bidding) public auction the following described real estate at 136 Highland Drive, Lebanon, Virginia 24266, on June 9, 2025 at 1:00pm.

The sale of such property is subject to the terms and conditions below, and any term or conditions which may be subsequently posted or announced by Mitch-Ell Auction Firm ("Auctioneer") and Taxing Authority Consulting Services, PC ("TACS"). Subsequent announcements take precedence over any prior written or verbal terms of sale.

	Property Owner(s)	Tax Map No.	TACS No.	Property Description
J1	REMOVED	REMOVED	REMOVED	REMOVED
J2	REMOVED	REMOVED	REMOVED	REMOVED
	REDEEMED	REDEEMED	REDEEMED	REDEEMED
J3	REDEEMED	REDEEMED	REDEEMED	REDEEMED
	REDEEMED	REDEEMED	REDEEMED	REDEEMED
J4	Sandra Griffith	37L-IA-392	677851	59 Mockingbird Dr; White Brothers Subv, Lots 81-85; improved; Lebanon Magisterial District (not mapped on GIS)
J5	Dallas W Miller	68L-1798	158885	365 Bostic Hollow; Hollow Poplar Ridge Lot; improved; New Garden Magisterial District

J6	REDEEMED	REDEEMED	REDEEMED	REDEEMED
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**GENERAL TERMS OF SALE:** All sales are subject to confirmation by the Circuit Court. The Special Commissioner has the right to reject any bids determined to be unreasonable in relation to the estimated value of the Property. Any unsold property will be offered for sale again at the next auction, whenever that may be.

Properties are conveyed by Special Warranty Deed, subject to any easements, covenants, agreements, restrictions, reservations, and any and all rights of record which may affect the property. Properties are offered for sale as-is, where-is, and if-is, with all faults and without any warranty, either expressed or implied. Persons are encouraged to make a visual inspection of the property within the limits of the law and to obtain an independent title search, at their own expense, prior to bidding on any of the properties to determine the suitableness of the property for their purposes. It is not guaranteed that the property has a right-of-way or that it is not landlocked. Property is sold in gross and not by the acre. There is no warranty as to the accuracy of any information contained in the GIS system, nor is the information contained therein a legal representation of any of the features of the property which it depicts. We do not provide and do not assist with obtaining title insurance or title to personal property.

**The sale of property to the highest bidder is not contingent upon obtaining financing.** Financing, if needed, is the sole responsibility of the high bidder. By bidding, parties are entering into a legally binding contract, waive all rescission rights, and understand that their bid is immediately binding, irrevocable, and enforceable. Additionally, by bidding, parties are representing that they have read, and agree to be bound by, all terms and conditions for this sale. Failure to complete the property purchase will result in forfeiture of any funds paid and may subject the highest bidder to additional damages, which may include expenses and any deficit upon resale.

**PAYMENT TERMS:** The highest bidder shall make a deposit in the amount of twenty-five percent (25%) or One Thousand Dollars (\$1,000.00), whichever is higher, **along with a 10% buyer's premium, subject to a minimum of \$150, added to the final bid**. Bids which are less than One Thousand Dollars (\$1,000.00) shall be paid in full at the time of the auction. Deposits shall not exceed Twenty Thousand Dollars (\$20,000) per parcel. Such sum shall be held by the Special Commissioner and credited towards the purchase price following confirmation of the sale. Subsequent taxes will be prorated from the auction date, and the highest bidder will be responsible for taxes from that date forward.

The balance of the purchase price and recording costs for deed recordation shall be deposited by the highest bidder with the Special Commissioner within fifteen (15) days of confirmation of the sale by the Court.

**Terms applicable to In-Person Bidders ONLY**: The deposit and buyer's premium are due on the day of the auction. All payments must be made in the form of personal check, cashier's check or money order. **No cash will be accepted.** 

**Terms applicable to Online Bidders ONLY**: All interested parties must register and be approved by the Auctioneer. Registration and bidding are free of charge and are done through the Auctioneer's website **mitchellauctionfirm.com**. If any interested bidders are unable to attend for in-person bidding and wish to bid on property, but do not have access to the internet, please contact Mitch-Ell Auction Firm, at (276) 608-4786 for assistance.

The highest bidder will receive their purchase contract and balance due via email following the close of the auction. The contract shall immediately be executed and returned to TACS. The **deposit and buyer's premium must be** <u>received</u> in full within seven (7) days following the auction closing. All payments must be made in the form of certified funds, cashier's check, money order or wire transfer. Cashier's checks and money orders shall be made payable to County of Russell and forwarded to TACS, at the address shown below. Cash and personal checks will not be accepted. Wire transfer instructions will be provided to the highest bidder upon request.

**GENERAL TERMS**: To qualify as a purchaser at this auction, you may not owe delinquent taxes to County of Russell and you may not be a Defendant in any pending delinquent tax matter. Questions concerning the registration and bidding process should be directed to the Auctioneer online at mitchellauctionfirm.com, by email to mark@mitchellauctionfirm.com or by phone to Mark Mitchell, at (276) 608-4786. Questions concerning the property subject to sale should be directed to TACS online at <u>www.taxva.com</u>, by email to <u>taxsales@taxva.com</u>, by phone to 804-548-4424, or by writing to the address below.

Taxing Authority Consulting Services, PC Attn: Tax Sales P.O. Box 31800 Henrico, Virginia 23294-1800

	the real estate described be	on Monday, June 9, 2025, the elow, for a bid price of	undersigned was
Case Name: County	of Russell v	(Case No	)
Tax Map Number:			
Account Number:	SAN	IPLE CON	NTRACT
TACS Number:			
Buyer's Premium:	\$		
Bid Deposit:	\$		
Credit Card Hold:	\$(	)	
Total Due Now:	<u>\$</u>		

I understand that the above-referenced "Total Due Now" is required to be deposited today with the Special Commissioner and that the balance of the high bid and the deed recordation cost will be due within fifteen (15) days after confirmation of this sale by the Circuit Court of the County of Russell, Virginia. I understand that in the event my payment is returned or otherwise does not clear within twenty (20) days, this contract of sale may be voided, I may be responsible for damages or costs of resale, and the next highest bidder may be contacted to purchase the property.

I understand that this property is being sold subject to any covenants, easements, agreements, restrictions, reservations, conditions of record, and any claims of persons in possession. I understand that this property may not have a right-of-way to a public road, and I hereby accept this limitation. I understand that I will be notified at the address below of the date the Special Commissioner intends to ask the Court to confirm this sale, and that this Court hearing will be my last opportunity to raise any questions concerning this sale. I understand that this property is offered for sale as-is, with all faults and without any warranty, either expressed or implied, and I confirm that I have satisfied myself as to the property's existence and location prior to the execution of this contract.

I understand that I will be responsible for any real estate taxes on this parcel from the date of sale (June 9, 2025). I further understand that in the event I owe delinquent taxes to or am named as a Defendant in any delinquent tax suit filed by the above-named locality, that this contract shall be voidable and I agree to forfeit any right, title or interest that I may have in the real estate to the next highest bidder as listed in the auction documents.

I understand that if I fail to comply with this Purchaser's Acknowledgement and Contract of Sale, or if the balance of the purchase price is not paid in full within fifteen (15) days of

confirmation, I agree to forfeit all amounts paid and pay any charges incurred by the Special Commissioner or the Court in collecting on the delinquent amount, that this real estate may be resold, and that I will be responsible for any deficiency upon resale.

I understand that by bidding, I have entered into a legally binding contract and that I waive all rescission rights. I understand that my bid was immediately binding, irrevocable, and enforceable.

I understand that the former owner(s) of this property may for good cause shown, within ninety (90) days from the entry of the Decree of Confirmation in this matter, petition the Court to have the matter reheard. I understand that title to the property described herein will be taken in the name(s) indicated below and I represent that I have the authority to purchase and title the property in the name(s) shown below.

Signature

Name (please print)

City, State, Zip

Street Address

Telephone

Email Address

Title will be taken in the name of:

Type of Interest: 
Tenants in Common
Tenants by Entirety with ROS
Joint Tenants
None

## **CERTIFICATION**

It is hereby certified that the above-referenced purchaser has, on this 9th day of June, 2024, acknowledged and executed the foregoing Purchaser's Acknowledgment and Contract of Sale. I further certify that the contact information and signature shown above belong to the aforementioned purchaser and are true and correct to the best of my knowledge.

Taxing Authority Consulting Services, PC

	IED.		
J1 BJG LLC.	EMOVIAx Map Number 104R-971C	er	73 Regional Park Rd
	104R-971C		Town of Lebanon
•			
Legal Description	G	RAY HE	IGHTS
Deed Book	08	317	
Deed Page	8	)7	
Acres	0		
Improvement Value	\$3	30,900	
Land Value	\$2	218,200	
Exterior	Interior		Site
Construction:	No. Rooms: 0		Street:
Exterior Walls:	No. Bedrooms: 0		Street:
Foundation:	No. Baths: 0F/	0 <b>H</b> 0	Utilities:
Roofing:	Floors:		Utilities:
	Floors:		Acreage: 0.000
	Interior:		Year Built: 0
			Stories: 0.00
			Air Condition:



<sup>\*</sup>PARKING LOT ONLY\*

			NED			
J2	Cedar Ri Parts, Inc	dge Truck EN	Tax Ma 37R	p Number -194B	24018 L	JS Highway 19
Leg	al Descrij	otion		TRACT #	3	
Dee	ed Book			0758		
Dee	ed Page			348		
Acr	es			1.31		
Imp	provemer	nt Value		\$93,000		
Lan	d Value			\$30,000		
	Ext	terior	Inte	rior		Site
Con	struction:	STEEL FRAME	No. Rooms:	0	Street:	PAVED
Exte	rior Walls	:METAL	No. Bedrooms:	0	Street:	
Fou	ndation:	CONCRETE	No. Baths:	1 <b>F/</b> 0 <b>H</b>	Utilities:	SEPTIC
Roo	fing:	METAL	Floors:	HARDWOOD	Utilities:	WELL
			Floors:		Acreage:	1.310
			Interior:	SHEET ROCK	Year Built:	1980
					Stories:	2.00
					Air Cor	ndition: N



		05	
		Nax Map Number 120L-1346	29857 US Highway 58; one improved
JЗ	Dave Daugherty	Tax Map Number 120L-1347	parcel and two unimproved parcels;
	REL	Tax Map Number 120L-1348	adjoining
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## Tax Map Number 120L-1346

Legal Descri	ption		MOCCAS	IN CREEK	
Deed Book			0000		
Deed Page					
Acres		REDEF	M-2.9		
Improveme	nt Value	EDE	\$25,000		
Land Value		REF	\$13,800		
Ex	terior	Inter	rior		Site
Construction:	WOOD FRAME	No. Rooms:	4	Street:	PAVED
Exterior Walls	FRAME	No. Bedrooms:	2	Street:	PUBLIC
Foundation:	CINDER	No. Baths:	1 <b>F/</b> 0 <b>H</b>	Utilities:	SEPTIC
Roofing:	ASPHALT	Floors:	HARDWOOD	Utilities:	WELL
	GABLE	Floors:		Acreage:	2.900
		Interior:	PLASTER	Year Built:	1940
				Stories: 1	.00
				Air Cone	dition:



GOOGLE IMAGE



## J3 continued Tax Map Number 10L-1347

Legal Description	MOCCASIN RIDGE
Deed Book	0000
Deed Page	17
Acres	12.99
Improvement Value	\$0
Land Value	\$23,400

Exterior	Interior	Site
Construction:	No. Rooms: 0	Street:
Exterior Walls:	No. Bedrooms: 0	Street:
Foundation:	No. Baths: 0F/0H	Utilities:
Roofing:	Floors:	Utilities:
	Floors:	Acreage: 12.990
	Interior:	Year Built: 0
		Stories: 0.00
		Air Condition:



J3 continued Tax Map N	umber 120L-1348	EMED	
Legal Description	REDE	MOCCAS	IN RIDGE
Deed Book		0000	
Deed Page		18	
Acres		6.84	
Improvement Value		\$0	
Land Value		\$13,000	
Exterior	Interior		Site
Construction:	No. Rooms: 0		Street:
Exterior Walls:	No. Bedrooms: 0		Street:
Foundation:	No. Baths: 0	F/ 0H	Utilities:
Roofing:	Floors:		Utilities:
	Floors:		Acreage: 6.840
	Interior:		Year Built: 0
			Stories: 0.00
			Air Condition:



	J4	Sandra Griffith	Tax Map Number 37L-IA-392	59 Mockingbird Dr; Unmapped on GIS	
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Name: GRIFFITH SANDRA	Account No:	943
Name 2:	Map No:	37L IA 392
Address: 59 MOCKINGBIRD DR	District:	01
	<b>Description:</b>	WHITE BROTHERS SUBV
CEDAR BLUFF VA 24609	)	5 LOTS
Land Value: \$13,000	Improve	ment Value: \$52,500

J5	Dallas W. Miller	Tax Map Number 68L-1798	365 Bostic Hollow			
Legal Description		HOLLOW POPLAR RIDGE LOT				
Deed Book		252				
De	ed Page	758				
Ac	res	0				
Im	provement Value	\$7,000				
La	nd Value	\$6,000				
_	Exterior	Interior	Site			
Co	nstruction:	No. Rooms: 0	Street: PAVED			
Exterior Walls:		No. Bedrooms: 0	Street:			
Fo	undation:	No. Baths: 0F/	0H Utilities: PUB WATER			
Ro	ofing:	Floors:	Utilities: SEPTIC			
		Floors:	Acreage: 0.000			
		Interior:	Year Built: 0			
			Stories: 0.00			

Air Condition:



			MED					
J6	Pamela D	SandersED	Tax Map Number 155L-IC-1990		3656 High Point Rd			
Legal Description			TRACT 5 ESTATE OF EMMETT MEADE					
Deed Book			460					
Deed Page			757					
Acr	es		4.588					
Improvement Value			\$49,000					
Land Value			\$15,400					
Exterior			Interior				Site	
Co	instruction:	WOOD FRAME	No. Rooms:	6		Street:	GRAVEL	
Ex	terior Walls:	VINYL SIDE	No. Bedrooms:	3		Street:	RIGHT OF	
Fo	undation:	CINDER	No. Baths:	1 <b>F/</b>	1 <b>H</b>	Utilities:	SEPTIC	
Ro	ofing:		Floors:	CARPET		Utilities:	WELL	
			Floors:			Acreage:	4.588	
			Interior:	SHEET R	ОСК	Year Built:	1981	
						Stories: 1	1.00	
						Air Con	Air Condition: Y	





Google Image





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