

**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
J3	REMOVED	REMOVED	REMOVED	REMOVED
	Dave Daugherty	120L-1347	157914	Moccasin Ridge; 12.99 +/- AC; unimproved; Moccasin Magisterial District
	Dave Daugherty	120L-1348	157914	Moccasin Ridge; 6.84 +/- AC; unimproved; Moccasin Magisterial District
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 suitability 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 received 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 www.taxva.com, by email to taxsales@taxva.com, 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

At that certain real estate tax sale which closed on Monday, June 9, 2025, the undersigned was the highest bidder on the real estate described below, for a bid price of \$_____.

Case Name: County of Russell v. _____ (**Case No.** _____)

Tax Map Number:

Account Number:

TACS Number:

Buyer's Premium: \$_____

Bid Deposit: \$_____

Credit Card Hold: \$(_____)

Total Due Now: \$_____

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

SAMPLE CONTRACT

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

Street Address

Name (please print)

City, State, Zip

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

J1	BJG LLC.	Tax Map Number 104R-971C	73 Regional Park Rd Town of Lebanon
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Legal Description GRAY HEIGHTS

Deed Book 0817

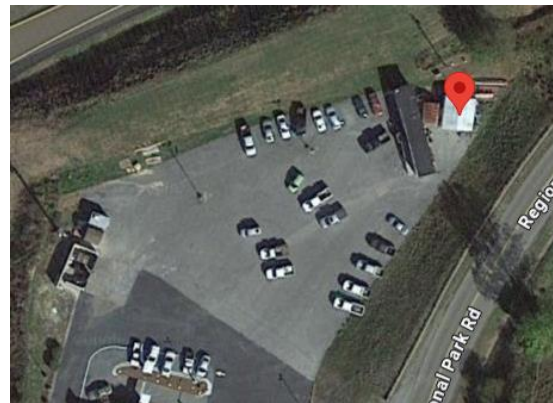
Deed Page 807

Acres 0

Improvement Value \$30,900

Land Value \$218,200

Exterior	Interior	Site
Construction:	No. Rooms: 0	Street:
Exterior Walls:	No. Bedrooms: 0	Street:
Foundation:	No. Baths: 0 F / 0 H	Utilities:
Roofing:	Floors:	Utilities:
	Floors:	Acreage: 0.000
	Interior:	Year Built: 0
		Stories: 0.00
		Air Condition:



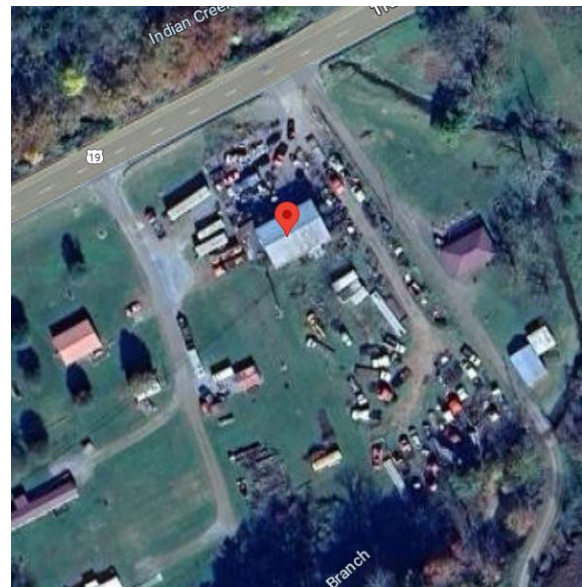
PARKING LOT ONLY

DISCLAIMER: The information on this page is NOT to be used as a LEGAL DOCUMENT. The map information displayed is believed to be accurate, but accuracy is not guaranteed.

J2	Cedar Ridge Truck Parts, Inc.	Tax Map Number 37R-194B	24018 US Highway 19
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Legal Description	TRACT #3
Deed Book	0758
Deed Page	348
Acres	1.31
Improvement Value	\$93,000
Land Value	\$30,000

Exterior	Interior	Site
Construction: STEEL FRAME	No. Rooms: 0	Street: PAVED
Exterior Walls: METAL	No. Bedrooms: 0	Street:
Foundation: CONCRETE	No. Baths: 1 F / 0 H	Utilities: SEPTIC
Roofing: METAL	Floors: HARDWOOD	Utilities: WELL
	Floors:	Acreage: 1.310
	Interior: SHEET ROCK	Year Built: 1980
		Stories: 2.00
		Air Condition: N



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J3	Dave Daugherty	Tax Map Number 120L-1346 Tax Map Number 120L-1347 Tax Map Number 120L-1348	29857 US Highway 58; one improved parcel and two unimproved parcels; adjoining – IMPROVED PARCEL REMOVED
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Tax Map Number 120L-1346

Legal Description	MOCCASIN CREEK
Deed Book	0000
Deed Page	16
Acres	2.9
Improvement Value	\$25,000
Land Value	\$13,800

Exterior	Interior	Site
Construction: WOOD FRAME	No. Rooms: 4	Street: PAVED
Exterior Walls: FRAME	No. Bedrooms: 2	Street: PUBLIC
Foundation: CINDER	No. Baths: 1 F / 0 H	Utilities: SEPTIC
Roofing: ASPHALT	Floors: HARDWOOD	Utilities: WELL
GABLE	Floors:	Acreage: 2.900
	Interior: PLASTER	Year Built: 1940
		Stories: 1.00
		Air Condition:



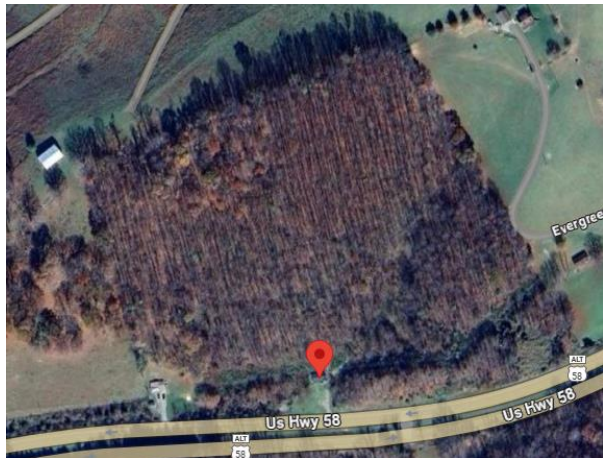
GOOGLE IMAGE



J3 continued Tax Map Number 120L-1347

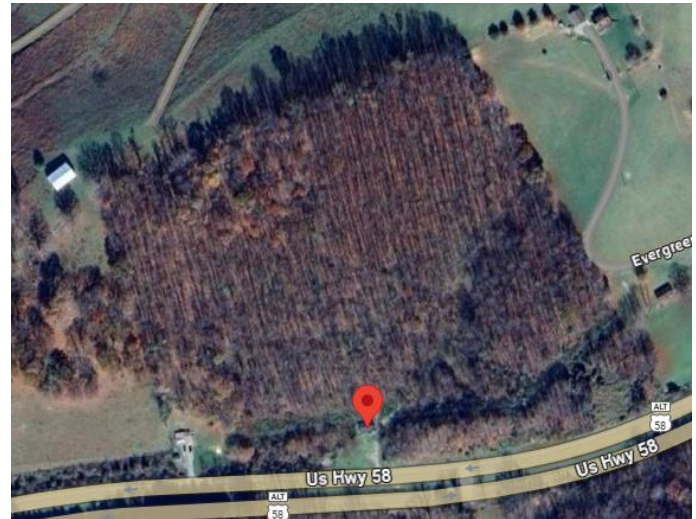
Legal Description	MOCCASIN RIDGE
Deed Book	0000
Deed Page	17
Acres	12.99
Improvement Value	\$0
Land Value	\$23,400

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 Number 120L-1348

Legal Description		MOCCASIN RIDGE
Deed Book		0000
Deed Page		18
Acres		6.84
Improvement Value		\$0
Land Value		\$13,000
Exterior		Interior
Construction:	No. Rooms:	0
Exterior Walls:	No. Bedrooms:	0
Foundation:	No. Baths:	0F / 0H
Roofing:	Floors:	
	Floors:	
	Interior:	
		Site
		Street:
		Street:
		Utilities:
		Utilities:
		Acreage: 6.840
		Year Built: 0
		Stories: 0.00
		Air Condition:



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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

Description: WHITE BROTHERS SUBV

CEDAR BLUFF VA 24609

5 LOTS

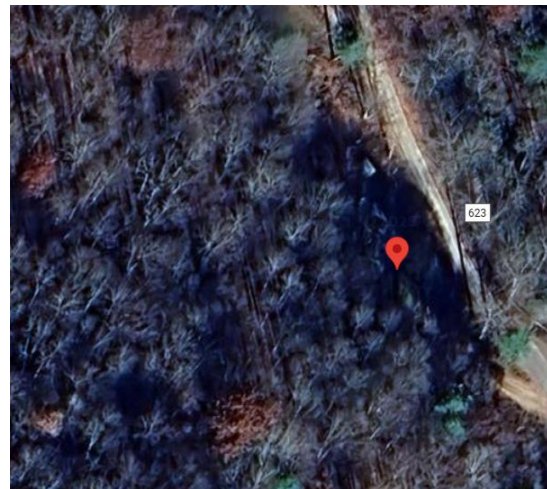
Land Value: \$13,000

Improvement Value: \$52,500

J5	Dallas W. Miller	Tax Map Number 68L-1798	365 Bostic Hollow
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Legal Description	HOLLOW POPLAR RIDGE LOT
Deed Book	252
Deed Page	758
Acres	0
Improvement Value	\$7,000
Land Value	\$6,000

Exterior	Interior	Site
Construction:	No. Rooms: 0	Street: PAVED
Exterior Walls:	No. Bedrooms: 0	Street:
Foundation:	No. Baths: 0 F / 0 H	Utilities: PUB WATER
Roofing:	Floors:	Utilities: SEPTIC
	Floors:	Acreage: 0.000
	Interior:	Year Built: 0
		Stories: 0.00
		Air Condition:



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J6	Pamela D Sanders	Tax Map Number 155L-IC-1990	3656 High Point Rd
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REDEEMED

Legal Description TRACT 5 ESTATE OF EMMETT MEADE

Deed Book 460

Deed Page 757

Acres 4.588

Improvement Value \$49,000

Land Value \$15,400

Exterior	Interior	Site
Construction: WOOD FRAME	No. Rooms: 6	Street: GRAVEL
Exterior Walls: VINYL SIDE	No. Bedrooms: 3	Street: RIGHT OF
Foundation: CINDER	No. Baths: 1 F / 1 H	Utilities: SEPTIC
Roofing:	Floors: CARPET	Utilities: WELL
	Floors:	Acreage: 4.588
	Interior: SHEET ROCK	Year Built: 1981
		Stories: 1.00
		Air Condition: Y



Google Image

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Russell County
VIRGINIA

"The Heart of Far Southwest Virginia"

tacs

TAXING AUTHORITY
Consulting Services, PC