

**NOTICE OF PUBLIC AUCTION
SPECIAL COMMISSIONER’S SALE OF REAL ESTATE
RUSSELL COUNTY, VIRGINIA**

Pursuant to the terms of those certain Decrees of Sale entered in the Circuit Court of Russell County, the undersigned Special Commissioner will offer for sale at a Timed-to-Live Simulcast (with online and in person bidding) public auction the following described real estate at **Russell County Government Center Auditorium, 139 Highland Drive, Lebanon, Virginia 24266 on August 16, 2022 at 10:00am** or as soon thereafter as may be affected. The sale of such property is subject to the terms and conditions below, any conditions which may be subsequently posted by Mitchell Auction Firm (“Auctioneer”) and Taxing Authority Consulting Services, PC (“TACS”), and any such terms and conditions which may be announced on the day of the auction. Announcements made on the day of the auction take precedence over any prior written or verbal terms of sale.

	Property Owner(s)	Tax Map No.	TACS No.	Property Description
1	Terry R. Ramsey	158R-SC-2073	158382	Unimproved parcel fronting on Hamlin Creek; Castlewood Magisterial District
2	Terry R. Ramsey	158R-SC-2073A	158382	Unimproved parcel fronting on Hamlin Creek; Castlewood Magisterial District
3	Terry R. Ramsey	158R-SC-2069	158382	2.4 acres +/-; fronts on Dante Road; Castlewood Magisterial District
4	Terry R. Ramsey	158R-SC-2070	158382	Fronts on Hamlin Creek Road; Castlewood Magisterial District
5	Charlie Gose Dickenson, et al	158R-2096A	159950	Mineral Assessment Only; UNMAPPED 216 acres +/-
6	James A Woods	138L-SA-2219	157987	57 Culberson Lane, Castlewood; Fugate Land Lots 39 thru 42, Inc; Castlewood Magisterial District
7	James A Woods	138L-SA-2220	157987	39 Culberson Lane, Castlewood; Seymour Fugate Lots 43, 44; Castlewood Magisterial District
8	Michael Dale Tester, Jason Gullet, et al	160R-II-2557	158520	47 Rocky Hollow Road, Dante; Subv J Lot 464; Cleveland Magisterial District

[Remainder of page intentionally left blank]

9	Louis and Janice Pitt	80L-IB-3620A	159192	Cedar Creek Lot; Lebanon Magisterial District- unmapped in GIS system
10	Louis and Janice Pitt	80L-IB-3620B	159192	Improved Cedar Creek Lot; Lebanon Magisterial District- unmapped in GIS system
11	Beth Butcher and Letha Hill	37L-IA-380A	158673	37, 39, and 41 Mockingbird Drive, Cedar Bluff; White Brothers Subv Tract A; Lebanon Magisterial District

GENERAL TERMS OF SALE: All sales are subject to confirmation by the County of Russell Circuit Court. The Special Commissioner of Sale 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 the GIS system, nor is the information contained therein a legal representation of any of the features of the property which it depicts.

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 buyer's premium of \$100, added to the final bid on the day of the auction.** Bids which are less than One Thousand Dollars (\$1,000.00) shall be paid in full at the time of the auction. The deposit and buyer's premium together determine the "Final Contract Price". 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 shall be deposited by the highest bidder with the Special Commissioner within fifteen (15) days of confirmation of the sale by the Court. Recording costs for deed recordation will be the responsibility of the successful bidder and will be due with the balance of the purchase price within fifteen (15) days of confirmation of sale by the Court.

Terms applicable to In-Person Bidders ONLY: 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 <https://www.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 Mark Mitchell at 276-608-0619 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 (no later than August 23, 2022).** All payments must be made in the form of certified funds, cashier's check, money order or wire transfer. Cash and personal checks **will not** be accepted. Checks and money orders shall be made payable to Russell County and forwarded to TACS, at the address shown below. Wire transfer instructions will be provided to the highest bidder upon request.

Please be advised that in order to qualify as a bidder at this auction, you may not owe delinquent taxes to Russell County 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 <https://www.mitchellauctionfirm.com/>, by email to Mark@Mitchellauctionfirm.com or by phone to Mark Mitchell at 276-608-0619. 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 804-506-3102, or by writing to the address below.

Re: Russell County Judicial Sale Auction
Taxing Authority Consulting Services, PC
P.O. Box 31800
Henrico, Virginia 23294-1800

**PURCHASER'S ACKNOWLEDGEMENT AND
CONTRACT OF SALE**

At that certain Special Commissioner's sale held on Tuesday, August 16, 2022 in the cause styled County of Russell v. _____ (Case No. _____), the undersigned was the highest bidder on the real estate described below, for a bid price of \$ _____, and a buyer's premium of \$ _____.

Tax Map No. _____

Account No. _____

I understand that a deposit of \$ _____ (25% of the purchase price or \$1,000.00, whichever is more, or the entire purchase price if less than \$1,000.00, or \$20,000.00 if purchase price is more than \$80,000.00) is required to be deposited today with the Special Commissioner and that the balance will be due within fifteen (15) days after confirmation of this sale by the Circuit Court of the County of Russell, Virginia. Further, I understand that a buyer's premium is required in this auction and have agreed to pay \$ _____ as a buyer's premium.

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 Court intends 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 (auction date). I further understand that in the event I owe delinquent taxes to the County of Russell or if I am named as a Defendant in any delinquent tax suit filed by the County of Russell, Virginia, that this contract may be made null and void 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.

If the balance of the purchase price is not paid in full within fifteen (15) days of confirmation, I agree to forfeit the deposit and pay any charges incurred by the Special Commissioner or the Court in collecting on the delinquent amount. I further understand that if I fail to comply with this Purchaser's Acknowledgement and Contract of Sale, that this real estate may be resold and that I will be responsible for any deficiency upon resale, including any expenses that may be incurred.

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

Print Name:

Address:

Phone:

Email:

Title will be taken in the name of:

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

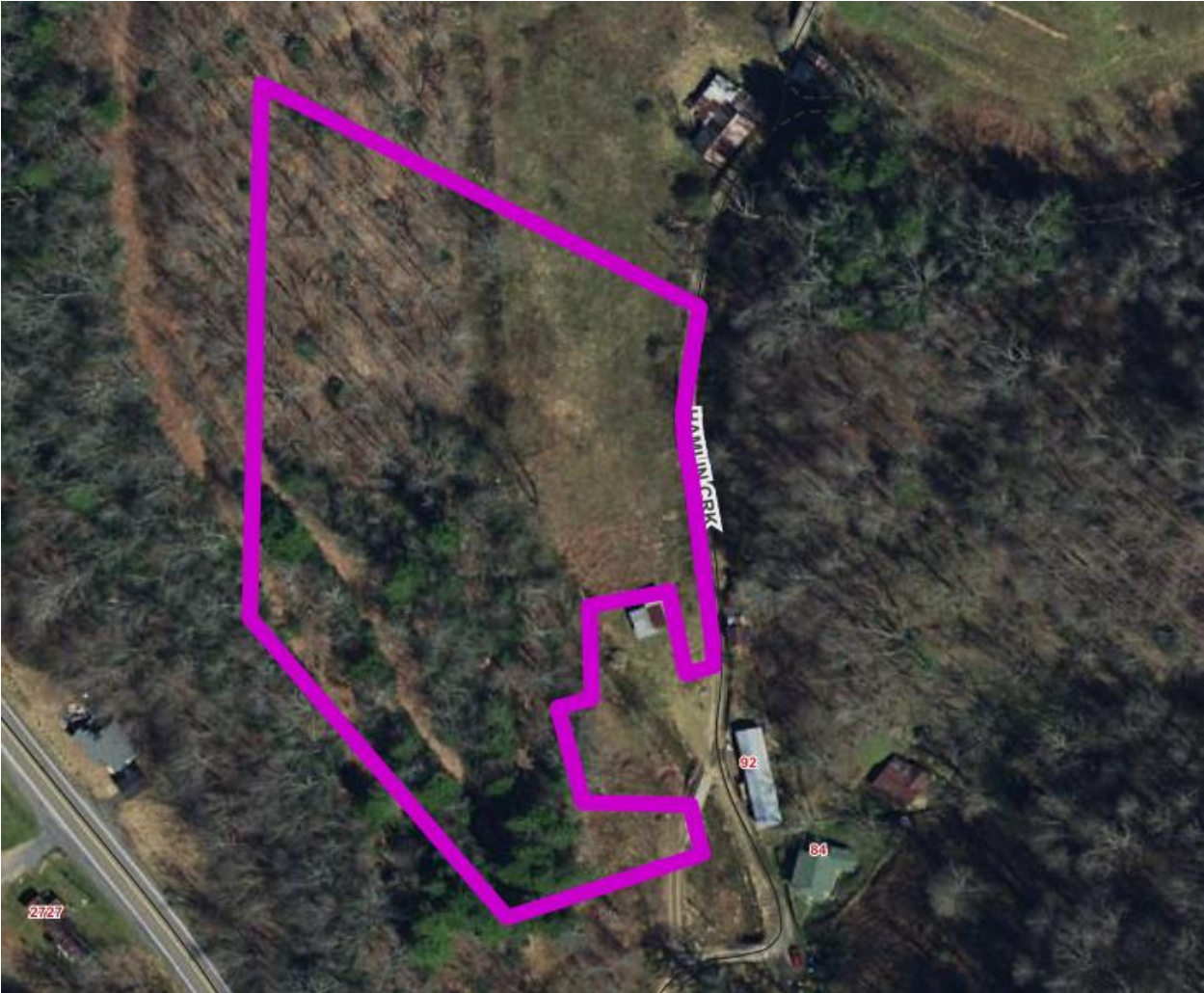
CERTIFICATION

It is hereby certified that the above-referenced purchaser has, on this 16th day of August, 2022, 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

1	Terry R. Ramsey	158R-SC-2073	158382	Unimproved parcel fronting on Hamlin Creek; Castlewood Magisterial District
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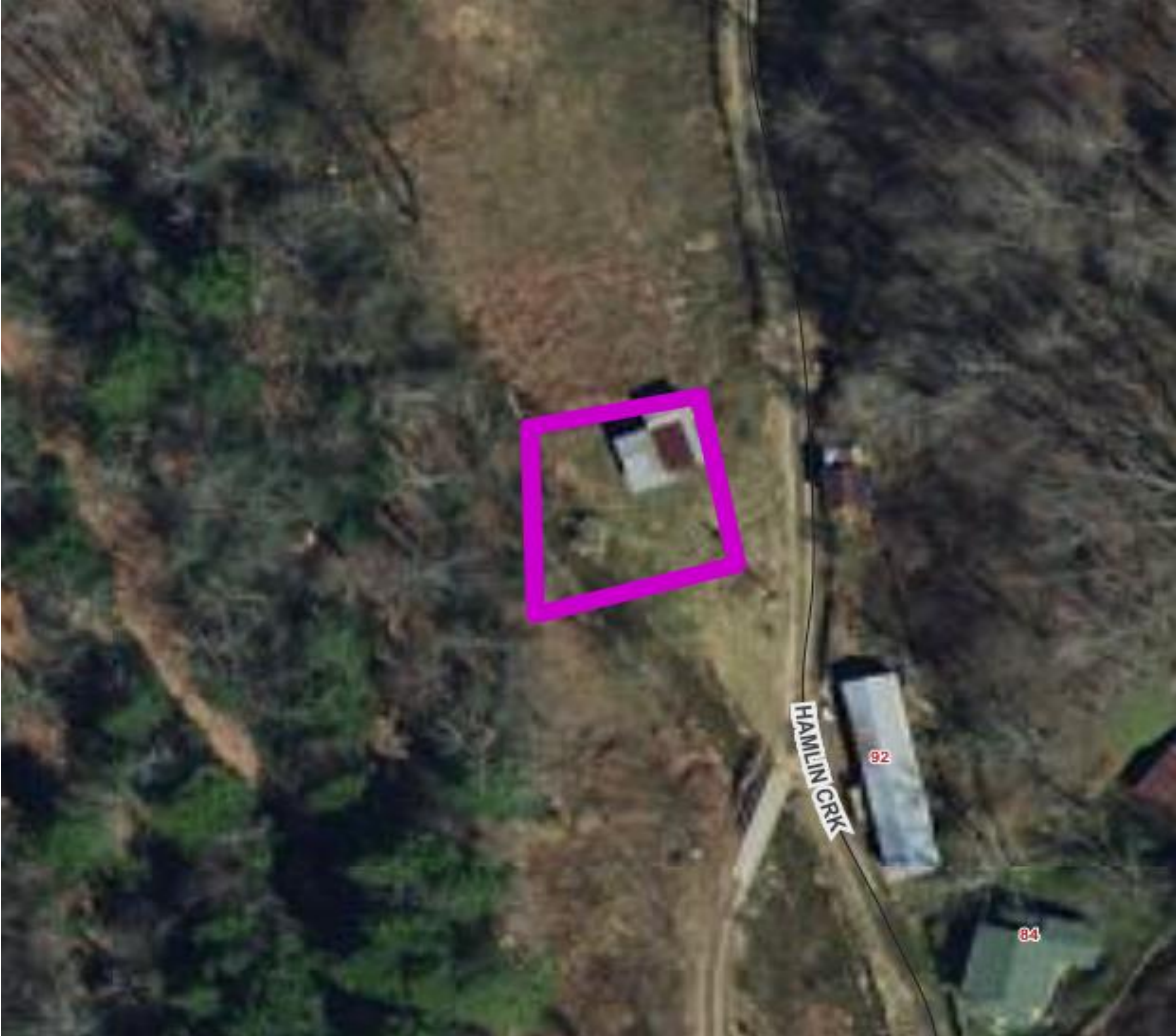
Legal Description 1	HAMLIN
Legal Description 2	
Legal Description 3	
Deed Book	323
Deed Page	32
Acres	0
Improvement Value	\$0
Land Value	\$1,200



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.

2	Terry R. Ramsey	158R-SC-2073A	158382	Unimproved parcel fronting on Hamlin Creek; Castlewood Magisterial District
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Legal Description 1	HAMLIN
Legal Description 2	
Legal Description 3	
Deed Book	383
Deed Page	32
Acres	0
Improvement Value	\$0
Land Value	\$3,500



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3	Terry R. Ramsey	158R-SC-2069	158382	2.4 acres +/-; fronts on Dante Road; Castlewood Magisterial District
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Legal Description 1	HAMBLIN
Legal Description 2	
Legal Description 3	
Deed Book	
Deed Page	0
Acres	2.4
Improvement Value	\$0
Land Value	\$3,600



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4	Terry R. Ramsey	158R-SC-2070	158382	Fronts on Hamlin Creek Road; Castlewood Magisterial District
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Legal Description 1	HAMLIN
Legal Description 2	
Legal Description 3	
Deed Book	427
Deed Page	685
Acres	0
Improvement Value	\$0
Land Value	\$5,000



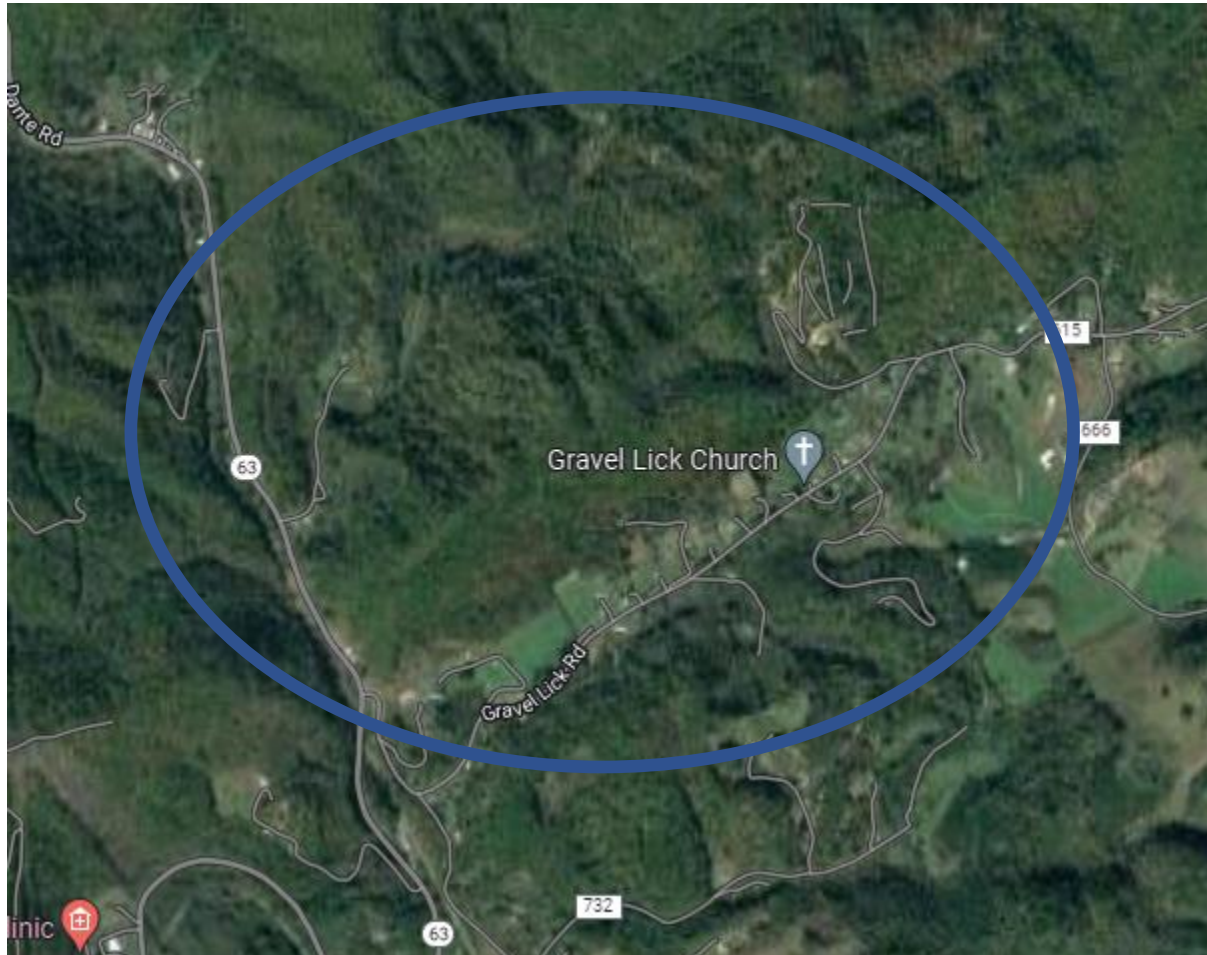
DISCLAIMER: The information on this page is NOT to be used as a LEGAL DOCUMENT. The map information displayed is believed to be accurate, but accuracy is not guaranteed.

5	Charlie Gose Dickenson, et al	158R-2096A	159950	<u>Mineral Assessment Only;</u> UNMAPPED 216 acres +/-
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Map No: 158R 2096A

District: 02

Mineral Value: \$237,600



PROPERTY IS NOT MAPPED IN THE RUSSELL COUNTY GIS SYSTEM. THE ABOVE MAP IS AN APPROXIMATE LOCATION.

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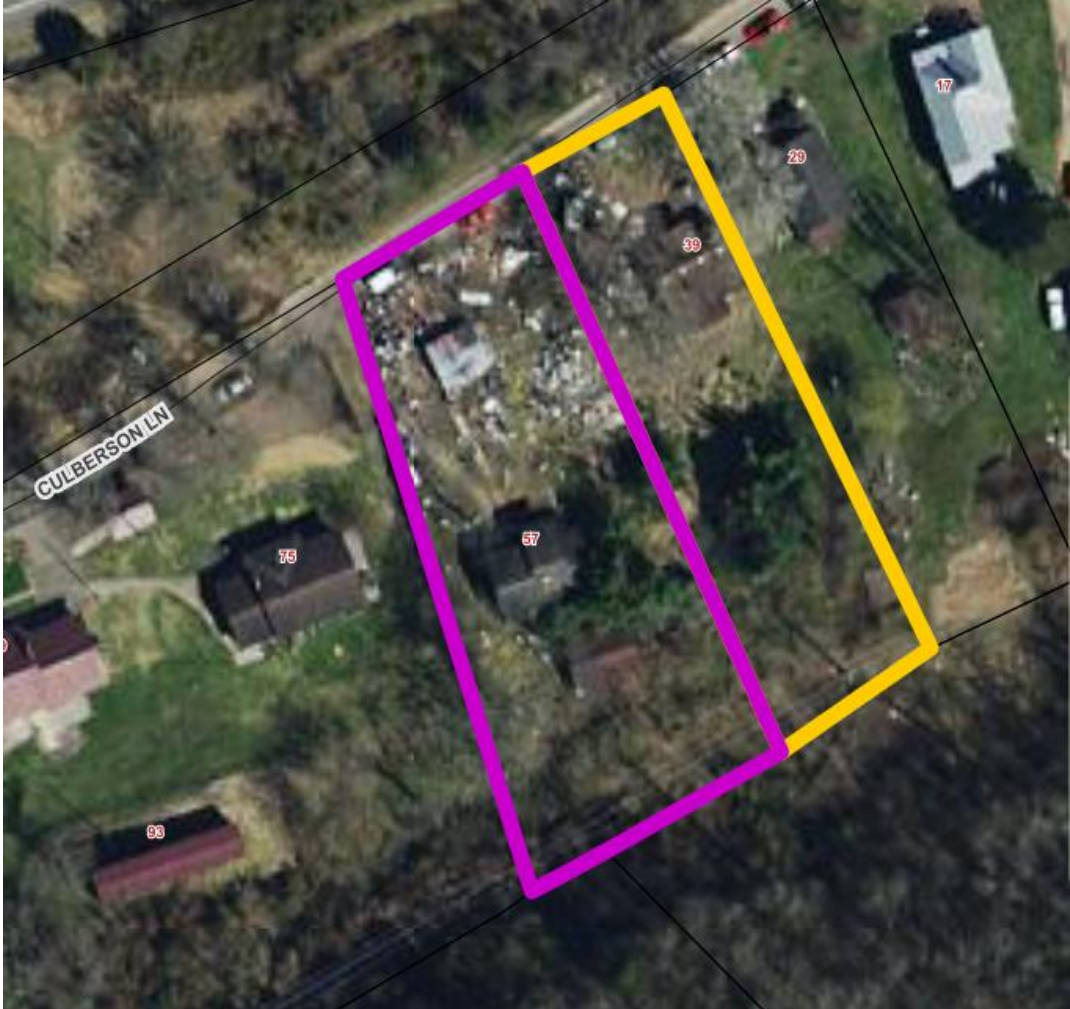
6	James A Woods	138L-SA-2219	157987	57 Culberson Lane, Castlewood; Fugate Land Lots 39 thru 42, Inc; Castlewood Magisterial District
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Legal Description 1	FUGATE LAND
Legal Description 2	LOTS 39 THRU 42, INC.
Legal Description 3	
Deed Book	445
Deed Page	158
Acres	0
Improvement Value	\$48,000
Land Value	\$8,000

7	James A Woods	138L-SA-2220	157987	39 Culberson Lane, Castlewood; Seymour Fugate Lots 43, 44; Castlewood Magisterial District
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Legal Description 1	SEYMOUR FUGATE
Legal Description 2	LOTS 43,44
Legal Description 3	
Deed Book	0677
Deed Page	571
Acres	0
Improvement Value	\$9,500
Land Value	\$8,000

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8	Michael Dale Tester, Jason Gullet, et al	160R-II-2557	158520	47 Rocky Hollow Road, Dante; Subv J Lot 464; Cleveland Magisterial District
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Legal Description 1	SUBV. J
Legal Description 2	LOT 464
Legal Description 3	
Deed Book	0848
Deed Page	200
Acres	0
Improvement Value	\$25,300
Land Value	\$4,000



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9	Louis and Janice Pitt	80L-IB-3620A	159192	Cedar Creek Lot; Lebanon Magisterial District- unmapped in GIS system
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Map No: 80L IB 3620A

District: 01

**Description: CEDAR CREEK
LOT**

Land Value: \$500

10	Louis and Janice Pitt	80L-IB-3620B	159192	Improved Cedar Creek Lot; Lebanon Magisterial District- unmapped in GIS system
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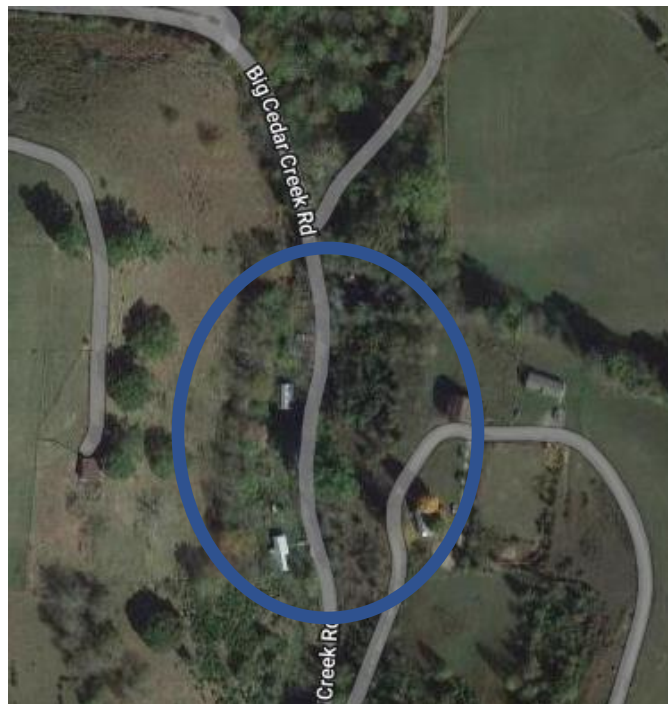
Map No: 80L IB 3620B

District: 01

**Description: CEDAR CREEK
LOT**

Land Value: \$8,000

Improvement Value: \$5,100

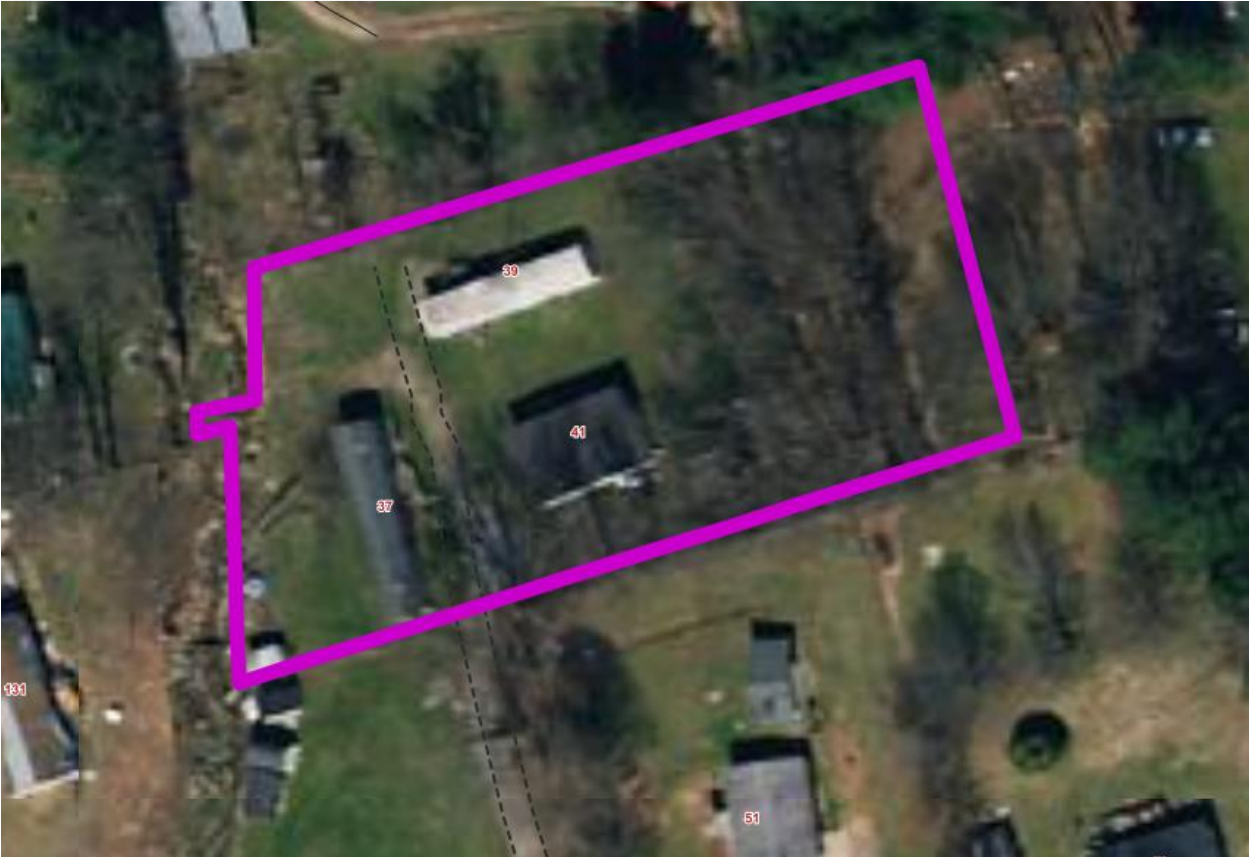


Approximate location of subject property

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11	Beth Butcher and Letha Hill	37L-IA-380A	158673	37, 39, and 41 Mockingbird Drive, Cedar Bluff; White Brothers Subv Tract A; Lebanon Magisterial District
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Legal Description 1	WHITE BROTHERS SUBV
Legal Description 2	TRACT A
Legal Description 3	
Deed Book	0337
Deed Page	738
Acres	0.89
Improvement Value	\$47,600
Land Value	\$10,300



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