#### NOTICE OF DELINQUENT TAXES AND SALE OF REAL PROPERTY PRINCE EDWARD COUNTY, VIRGINIA

Pursuant to Virginia Code §58.1-3975, the following real property will be auctioned for sale to the highest bidder at a simulcast (with online and in person bidding) public auction to be held at Prince Edward County Courthouse, 3rd Floor in Court Room "A" 124 N. Main Street Farmville, Virginia 23901, on October 25, 2022 at 12:00 PM.

The sale of such property is subject to the terms and conditions below, and any terms or conditions which may be posted or announced by Dudley Resources ("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
N1	Ruby V. Lewis	019 A 11	747817	Prospect Magisterial District Along Railroad Avenue 0.400 acres +/-
N2	Anna M. Scott	034 A 12	768908	Prospect Magisterial District 5.0 acres +/-

**GENERAL TERMS OF SALE:** The Treasurer has the right to reject any bids determined to be unreasonable in relation to 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 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 pay the high bid in full, along with the buyer's premium and deed recording costs, following the close of the auction. There will be a 10% buyer's premium, subject to a minimum of \$150.00, added to the winning bid.

Credit Card information or other proof of funds will be collected as part of the registration process for deposit purposes. If using a credit card, immediately upon conclusion of the Sale, the highest bidder's registered credit card will be charged an initial deposit amount of \$1,000, or the full bid price, if less than the initial deposit amount.

<u>Terms applicable to In-Person Bidders ONLY</u>: The highest bidder shall make payment in full on the day of the auction. The balance due will reflect the deposited funds received via credit card upon the close of the auction. All payments must be made in the form of personal check, traveler's check, cashier's check, or money order. <u>No cash will be accepted.</u>

<u>Terms applicable to Online Bidders ONLY</u>: 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 <u>www.dudleyresources.auction</u>. 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 Dudley Resources, at 804-709-1954 for assistance.

The highest bidder will receive their purchase contract and balance due via email following the close of the auction. The balance due will reflect the deposited funds received via credit card upon the close of the auction. The contract shall immediately be executed and returned to TACS. The full balance due must be received within seven (7) days following the auction closing (no later than November 1, 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 Prince Edward County and forwarded to TACS, at the address shown below. 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 Prince Edward County. Questions concerning the registration and bidding process should be directed to the Auctioneer online at <a href="www.dudleyresources.auction">www.dudleyresources.auction</a>, by email to <a href="mailto:info@dudleyresources.com">info@dudleyresources.com</a> or by phone to 804-709-1954. Questions concerning the property subject to sale should be directed to TACS online at <a href="www.taxva.com">www.taxva.com</a>, by email to <a href="taxsales@taxva.com">taxsales@taxva.com</a>, by phone to 804-548-4429, or by writing to the address below.

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

# SAMPLE "Online bidders ONLY" PURCHASER'S ACKNOWLEDGEMENT AND CONTRACT OF SALE

At that certain real estate tax sale which closed on, the
undersigned was the highest bidder on the real estate described below, for a bid price of
\$
Case Name
Tax Map No.
Account No.
TACS No
I understand that this contract of sale must be immediately executed and returned to Taxing Authority Consulting Services, PC ("TACS"). I understand that payment in full for my bid, stated above, a buyer's premium in the amount of \$
Cashier's checks and money orders shall be made out to and forwarded to TACS at the address shown below. Wire transfer instructions will be provided upon request. All payments must reference the Tax Map No. of the real estate. I understand that cash and personal checks will not be accepted. I understand that in the event my payment is returned, improperly tendered, or is otherwise not made, the contract of sale may be voided and the next highest bidder will be contacted to purchase the property.
I understand that this property is being sold without the benefit of a title search and is 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 these limitations. 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 a Special Warranty Deed, will be prepared after payment clearance and that the same will be forwarded to the Circuit Court Clerk's Office for recordation. I understand that I will receive the recorded Deed as soon as the same is made available and that I have no right of entry upon the property until such time as the deed is recorded as anticipated herein
I understand that I will be responsible for any real estate taxes on this parcel from the

auction closing date. I further understand that in the event I owe delinquent taxes to or am named as a Defendant in any delinquent tax suit by the above-named locality, that this contract shall

become 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 by bidding I 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 if I fail to comply with this Purchaser's Acknowledgment and Contract of Sale, that any funds paid hereunder will be forfeited, and that I will be responsible for any deficiency or damages upon resale, including any expenses that may be incurred. I also understand that my electronic signature shall be considered true and accurate for the purposes of this transaction.

	High Bidder Electronic Sign	ature
	Date:	
	Bidder Name:	
	Street Address:	
	City, State, ZIP:	
	Phone:	
	Email:	
Title will be taken	in the name of:	
Type of Interest:	☐ Tenants in Common ☐ Tenants by Entirety with ROS ☐ Joint Tenants with ROS ☐ N/A	
If <u>purchaser</u> cont below.	act information is different from <u>bidder</u> contact information, please provid	le it
	CERTIFICATION  y certified that TACS has received this Purchaser's Acknowledgment and signed and dated by the above-referenced bidder, on	
	Taxing Authority Consulting Services	
	Attn: Litigation Department (	
	P.O. Box 3	
	Henrico, Virginia 23294-	-1800

# SAMPLE "In-person bidders ONLY" PURCHASER'S ACKNOWLEDGEMENT AND CONTRACT OF SALE

At that certain real estate tax sale held on W was the highest bidder on the real estate described by	•
Property Owner: Tax Map Number: _ Account Number:	

I understand that payment in full for my bid, stated above, a 10% buyer's premium in the amount of \$\_\_\_\_\_\_ (10% or \$150.00, whichever is greater), and recordation costs in the amount of \$\_\_\_\_\_ are to be paid today. I understand that in the event my payment is returned or is otherwise not made within twenty (20) days, the contract of sale may be voided and the next highest bidder will be contacted to purchase the property.

I understand that this property is being sold without specific guarantee of covenants of title and is 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 these limitations. 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 a Special Commissioner's Deed will be prepared within fifteen (15) days of payment clearance and that the same will be forwarded to the Prince Edward Circuit Court Clerk's Office for recordation. I understand that I will receive the entered Deed as soon as the same is made available and that I have no right of entry upon the property until such time as the deed is recorded as anticipated herein.

I understand that I will be responsible for any real estate taxes on this parcel from the date of sale (October 25, 2022). I further understand that in the event I owe delinquent taxes to Prince Edward County, including being named as a Defendant in any delinquent tax suit filed by Prince Edward County, that this contract will 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.

I understand that if I fail to comply with this Purchaser's Acknowledgment and Contract of Sale, that the bid amount and buyer's premium paid hereunder will be forfeited, and that I will be responsible for any deficiency upon resale, including any expenses that may be incurred.

	Name (please print)
	Signature
	Address
	City, State, Zip
	Telephone
	F 11.1
Title will be taken in the name of:	Email Address
Type of Interest: ☐ Tenants in Common ☐ Tenants by I	Entirety with ROS
<u>CERTIFICA</u>	ATION
It is hereby certified that the above-reference 2022, acknowledged and executed the foregoing Pur Sale. I further certify that the contact information as aforementioned purchaser and are true and correct to	nd signature shown above belong to the
	Taxing Authority Consulting Services, PC

### **Property No. N1**

Tax Map No. 019 A 11 Owner: Ruby V. Lewis

**Property Address** Owner Name/Address 0 RAILROAD AVENUE LEWIS RUBY V

C/O VIRGINIA LEWIS FARR 3400 HADDON HALL DR

Map ID: 019A A 11 BUFORD GA 30519-4067

Acct No: 14991-1

Legal Description: N & W RWY LOT 0.4 AC

Instrument: 00 00 Occupancy: VACANT Dwelling Type:

Use/Class: SINGLE FAMILY: 0-19.99 AC Acreage: 0.400

Year Assessed: 2021
Year Built:
Land Use: 0
Zoning:
Year Remodeled:
Total Mineral:

District: 06 PROSPECT
Year Effective:
Total Land: 1200
MH/Type: N
On Site Date: 11/22/2019 Total Improvements:
Condition:
Review Date:
Total Value: \$1,200

|----- Improvement Description ------ Site
Exterior Interior SITE-FUBLIC

Legal Disclaimer: Nonconfidential real estate assessment records are public information under Virginia law, and internet display of nonconfidential property information is specifically authorized by Virginia Code 58.1-3122.2. While the County of Prince Edward has worked to ensure that the assessment data contained herein is accurate, the County assumes no liability for any errors, omissions, or inaccuracies in the information provided for any reliance on any maps or data provided herein. Please consult County records for official information.



Туре

Average Price Per Acre

Cur. Value

1200

1200

Total Square Feet

Improvements

Land

Total

Description Area

Prev. Value %Inc.

1200

1200

3000

## **Property No. N2**

Tax Map No. 034 A 12 Owner: Anna M. Scott

roperty Address	SCOTT ANNA M C/O ANNIE BATEMAN 676 WRIGHT SHOP ROAD Map ID: 034 A 12 MADISON HEIGHTS VA 23608 Acct No: 16701-1			Square Feet		Description	
•			Land Impro Total	Cur. Valu		Prev. Value 10000	
Instrument: 00 00	)						
Occupancy: VACAN Owelling Type: ASSEM Use/Class: SINGLE	BLAGE	.C Acreage:	5.000				
Year Assessed: 2021		Year Built:		Land Use:	0		
Zoning:		Year Remodeled:		Total Mineral:			
District: 06 PROSPECT		Year Effective:		Total Land: 10000			
MH/Type: N		On Site Date:	01/02/2020 Tot	al Improvements			
Condition:		Review Date:		Total Value	\$10,000		
Im Exterior	mprovement Descript Interior	ionSite SITE-GRAVEL SITE-PUBLIC	1				
M Cls Desc G A 18 RESIDUAL P Total Land Value	Size Dpth F 5.000 2	ate FV/Pct Val 000.00 10					
ASSEMBLAGE. P/O 18	ACRES.						
1			1				

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### **NOTES**