

**NOTICE OF DELINQUENT TAXES
AND SALE OF REAL PROPERTY
CITY OF HAMPTON, 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 **Ruppert Sargent Building 1 Franklin Street, Hampton, Virginia 23669, in the Hampton Veterans Conference Room, on May 9, 2023 at 10:00 AM.**

The sale of such property is subject to the terms and conditions below, and any terms or conditions which may be posted or announced 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)	RPC NO.	TACS No.	Property Description
N1	Adelaide A. Wolf, et al.	12007249	839957	399 N. Fifth St.
N2	Ahmad Turner	13004392	839948	890 Shell Rd.
N3	Dream Builders in Motion, LLC	8000807	839952	9000 Spring St.
N4	John P. Mugler, Estate REMOVED	12002477 REMOVED	730521 REMOVED	16 E. Virginia Ave B REMOVED
N5	John T. Wallace, III	10000513	839934	15 Oyster Shell Ln
N6	Oswald E. Brown REMOVED	13000323 REMOVED	839935 REMOVED	640 Birch Ave A REMOVED

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 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 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, 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 \$2,500, or the full bid price, if less than the initial deposit amount.

Terms applicable to In-Person Bidders ONLY: The highest bidder shall make payment in full on the day of the auction. All payments must be made in the form of personal check, traveler's 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.dudleyresources.auction/>. 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 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 May 16, 2023).** 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 City of Hampton and forwarded to TACS, at the address shown below. Wire transfer instructions will be provided to the highest bidder upon request.

To qualify as a purchaser at this auction you may not owe delinquent taxes to City of Hampton. Questions concerning the registration and bidding process should be directed to the Auctioneer online at <https://www.dudleyresources.auction/>, by email to info@dudleyresources.com or by phone at (804) 709-1954. 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 804-548-4429, or by writing to the address below.

Re: City of Hampton Non-Judicial Sale Auction
Taxing Authority Consulting Services, PC
P.O. Box 31800
Henrico, Virginia 23294-1800

SAMPLE "Online bidders ONLY"

Your text here

**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 \$_____ (10% of the bid price or \$150.00 whichever is greater), and recordation costs in the amount of \$_____ are to be received by TACS within five (5) business days following the auction closing (no later than _____ at _____ EST). I agree that the total balance due of \$_____ shall be paid via certified funds, cashier's check, money order, or wire transfer. I understand that sale of the property is not contingent upon obtaining financing.

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 Signature

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 **purchaser** contact information is different from **bidder** contact information, please provide it below.

CERTIFICATION

It is hereby certified that TACS has received this Purchaser's Acknowledgment and Contract of Sale, signed and dated by the above-referenced bidder, on _____.

Taxing Authority Consulting Services, PC
Attn: Litigation Department (_____)
P.O. Box 31800
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 Tuesday, May 9, 2023, the undersigned was the highest bidder on the real estate described below, for a bid price of \$_____.

Property Owner: _____
Tax Map Number: _____
RPC 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 City of Hampton 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 (auction date). I further understand that in the event I owe delinquent taxes to City of Hampton, including being named as a Defendant in any delinquent tax suit filed by City of Hampton, Virginia, 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

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 May, 2023, 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

Property N1

RPC No. 12007249

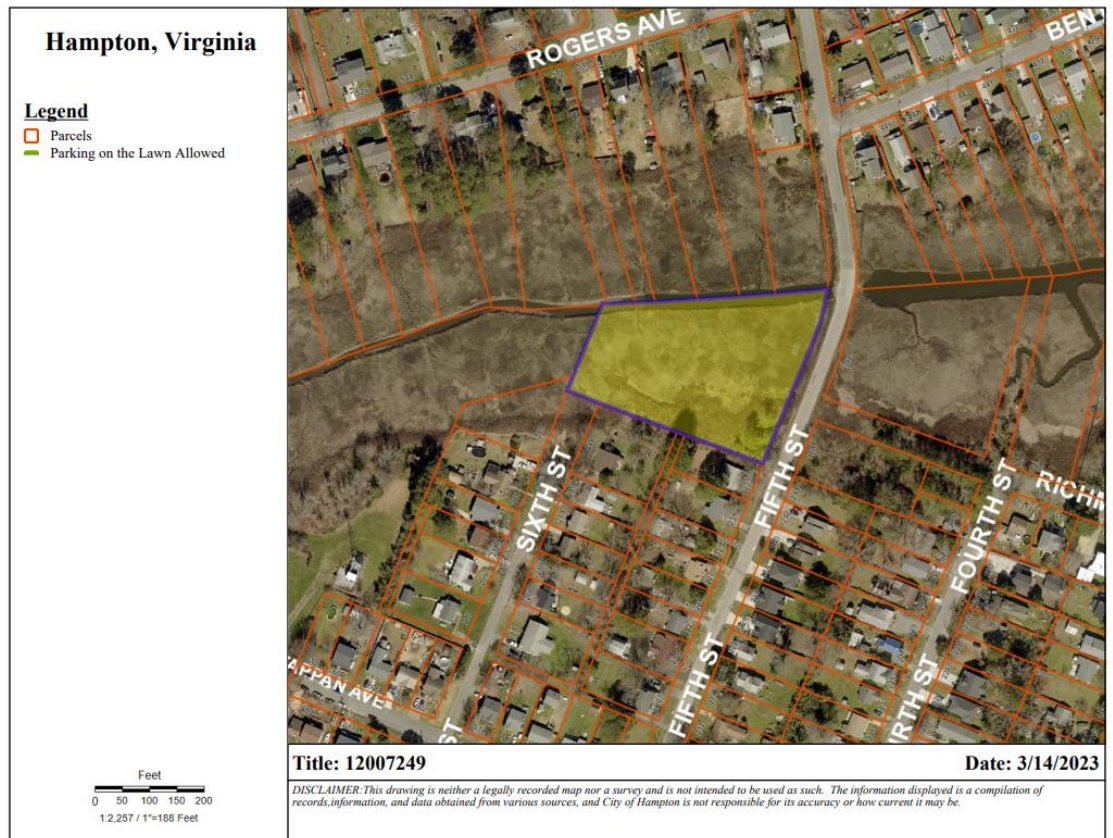
Owner: Adelaide A. Wolf, et al.

Property Address: 399 N FIFTH ST
HAMPTON, VA 23664
Mailing Address: PO BOX 12905
NEWPORT NEWS, VA 23612
PIN/LRSN/RPC : 12007249

General Information

Owner's Name: WOLF ADELAIDE A ET ALS TR
C/O KENNETH ARCH
TRUST CPA
Assessment Neighborhood: 6005
Legal Description: N FIFTH ST 355 X 330. 2.40AC
Subdivision Number: 300000
Deeded Acreage: 2.4
Deeded SqFt: 104544
GIS Acreage: 2.16
Old Map No: 12U005 00 00000

Legal Disclaimer: Non-confidential real estate assessment records are public information under Virginia law, and internet display of non-confidential property information is specifically authorized by Virginia Code 58.1-3122.2. While City of Hampton has worked to ensure that the assessment data contained herein is accurate, the City 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 City records for official information.



Property N2

RPC No. 13004392

Owner: Ahmad Turner

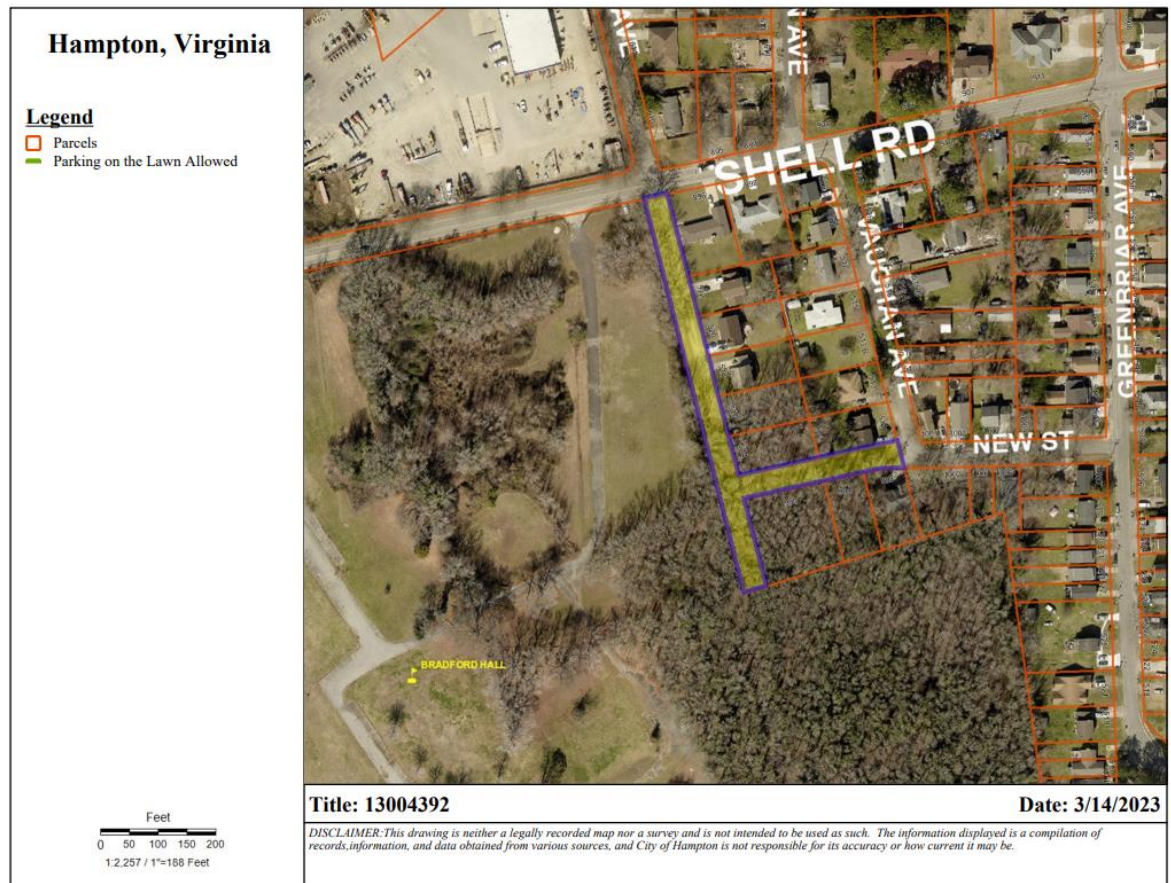
Property Address: 890 SHELL RD
HAMPTON, VA 23661
Mailing Address: 4883 PALM COAST PKWY
PALM COAST, FL 32137
PIN/LRSN/RPC : 13004392

General Information

Owner's Name: TURNER AHMAD
Assessment Neighborhood: 6010
Legal Description: CHILDS AVE & NEW ST RW
.8891 AC
Subdivision Number: 500000
Deeded Acreage: .89
Deeded SqFt: 38730
GIS Acreage: .99
Old Map No: 01R011 00 00000RW

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Property N3

RPC No. 8000807

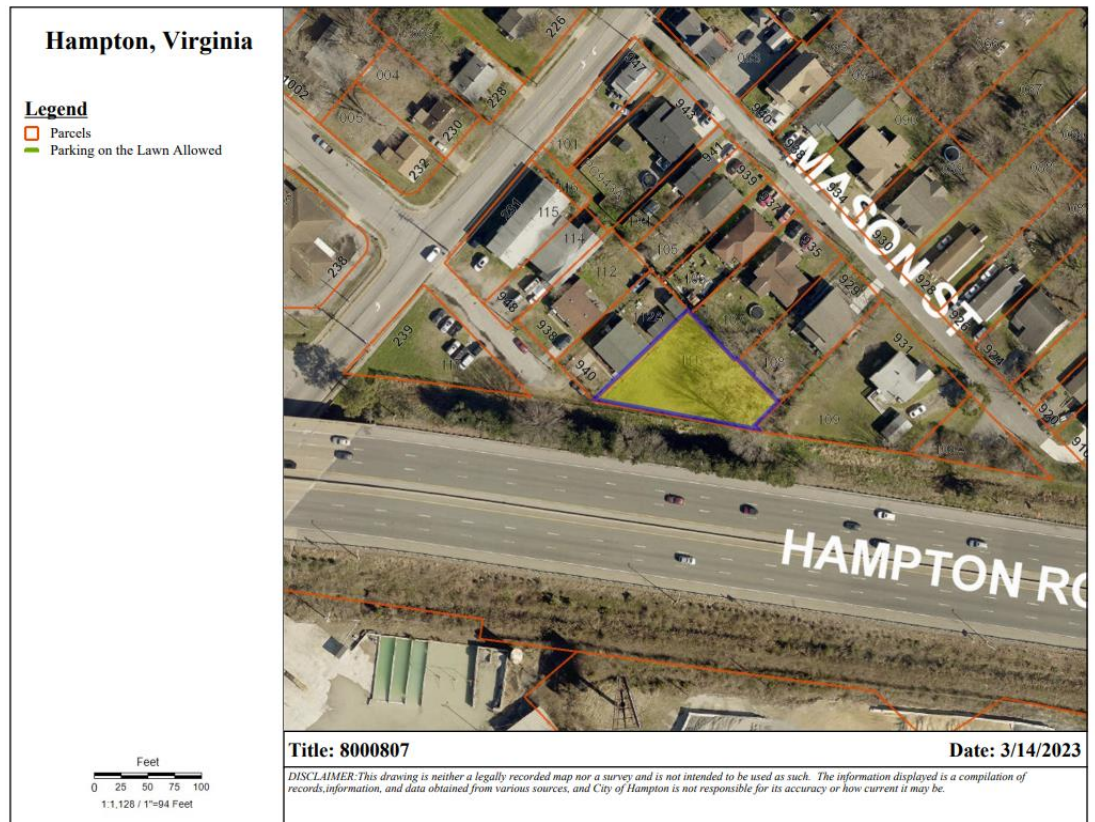
Owner: Dream Builders in Motion, LLC

Property Address: 9000 SPRING ST
HAMPTON, VA 23669
Mailing Address: 22 LYNHAVEN DR
HAMPTON, VA 23666
PIN/LRSN/RPC : 8000807

General Information

Owner's Name: DREAM BUILDERS IN MOTION
LLC
Assessment Neighborhood: 6005
Legal Description: 9000 SPRING ST. .502AC
Subdivision Number: 100000
Deeded Acreage: .5
Deeded SqFt: 21867
GIS Acreage: .21
Old Map No: 08D111 00 00000

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Property N4

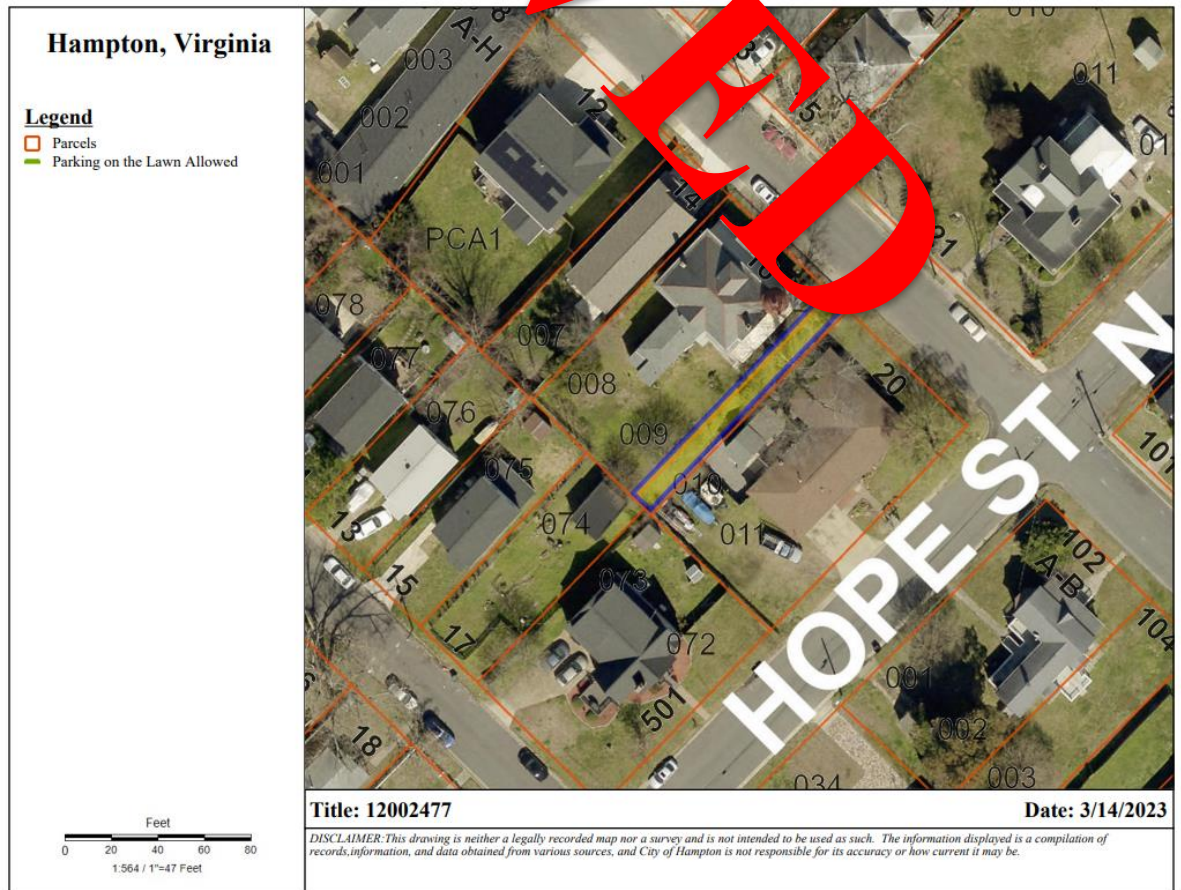
RPC No. 12002477
Owner: John P. Mugler Estate

Property Address: 16 E VIRGINIA AVE B
HAMPTON, VA 23663
Mailing Address: 16 E VIRGINIA AVE
HAMPTON, VA 23669
PIN/LRSN/RPC : 12002477

General Information

Owner's Name: MUGLER JOHN P ESTATE
Assessment Neighborhood: 1260
Legal Description: J CUMMINGS KLONDIKE
LPT10.B7
Division Number: 400011
Deeded Acreage: No Data
Deeded SqFt: 0
GIS Acreage: .03
Object No: 12H002 00 07010

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Property N5

RPC No. 10000513

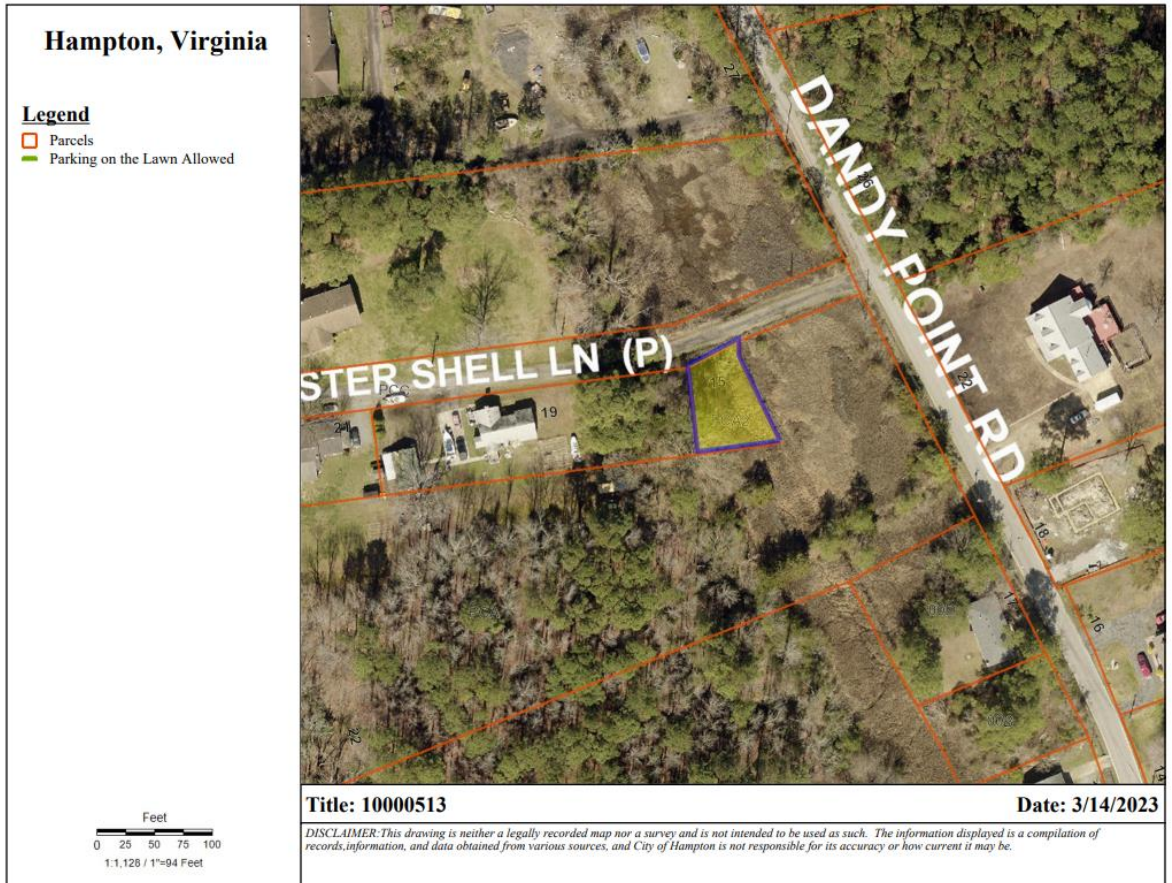
Owner: John T. Wallace, III

Property Address:	15 OYSTER SHELL LN HAMPTON, VA 23664
Mailing Address:	210 BEACH RD HAMPTON, VA 23664
PIN/LRSN/RPC :	10000513

General Information

Owner's Name:	WALLACE JOHN T III & SADLER JULIA ANN &STRODE LINDA M& WALLACE COLLEEN
Assessment Neighborhood:	1670
Legal Description:	ALICE A WALLACE EST. PCA-2.
Subdivision Number:	200001
Deeded Acreage:	.07
Deeded SqFt:	3049
GIS Acreage:	.11
Old Map No:	10C075A00 00000A2

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Property N6

RPC No. 13000323
 Owner: Oswald Brown

Property Address: 640 BIRCH AVE A
 HAMPTON, VA 23661
Mailing Address: 1 BEATRICE ST
 HAMPTON, VA 23666
PIN/LRSN/RPC : 13000323

General Information

Owner's Name: BROWN OSWALD E &
 JENEVER H C/O SHAUNS
 TOWN HOUSE
Assessment Neighborhood: 1124
Legal Description: PARK PLACE LPT2. B3
Subdivision Number: 600077
Deeded Acreage: .04
Deeded SqFt: 1650
GIS Acreage: .04
Old Map No: 01E001 00 03002

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