

**NOTICE OF PUBLIC AUCTION
SPECIAL COMMISSIONER’S SALE OF REAL ESTATE
CITY OF HAMPTON, VIRGINIA**

Pursuant to the terms of those certain Decrees of Sale entered in the Circuit Court of City of Hampton, 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 the **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 term or conditions which may be subsequently posted or announced by Dudley Resources (“Auctioneer”) and Taxing Authority Consulting Services, PC (“TACS”). Subsequent announcements made on the day of the auction take precedence over any prior written or verbal terms of sale.

	Property Owner(s)	RPC NO.	TACS No.	Property Description
1	Cleo Bowler Massie	7001227	730476	181 Pine Chapel Rd.
2	David Alexander	1005755	730493	418 Melville Rd.
3	Doris Holton Barnes	1003542 and 1003541	730511	2510 Laguard Dr. And 2506 Laguard Dr.
4	James L. Powell	1001419	730489	627 Downing St.
5	John Albert Bright, Jr.	4001549	730536	122 Patrician Dr.
6	Keith Barnes	1002226	730509	626 Celey St.
7	Lorenzo S. McNeil, Jr.	8001045	730470	108 Cherry Acres Dr.
8	Luther L. Horton REDEEMED	1004118 REDEEMED	730471 REDEEMED	355 Merrimac Ave REDEEMED
9	Wallace Spivey III	12008707	730508	2412 Andrews Blvd

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.

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: On the day of the auction, 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 \$150.00, 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.

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 \$2,500.00, or the minimum deposit amount outlined in the terms above, if less than \$2,500.00.

Terms applicable to In-Person Bidders ONLY: The deposit and buyer's premium are due 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, 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 deposit and buyer's premium must be received in full 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 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.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 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

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 a buyer’s premium in the amount \$_____, and a deposit in the amount 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 received by TACS within five (5) business days following the auction closing (no later than _____ at _____ EST) and that the balance will be due within fifteen (15) days after confirmation of this sale by the Circuit Court of the _____, Virginia.

Cashier’s checks and money orders shall be made out to _____ and forwarded to TACS at the address below. Wire transfer instructions will be provided on request. All payments must reference the Tax Map No. of the parcel. 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 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 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 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

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. 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 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 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.

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.

_____ 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 Special Commissioner’s sale held on Tuesday, May 9, 2023 in the cause styled City of Hampton 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 City of Hampton, 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 City of Hampton or if I am named as a Defendant in any delinquent tax suit filed by the City of Hampton, 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 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 No. 1

RPC No. 7001227

Owner: Cleo Bowler Massie

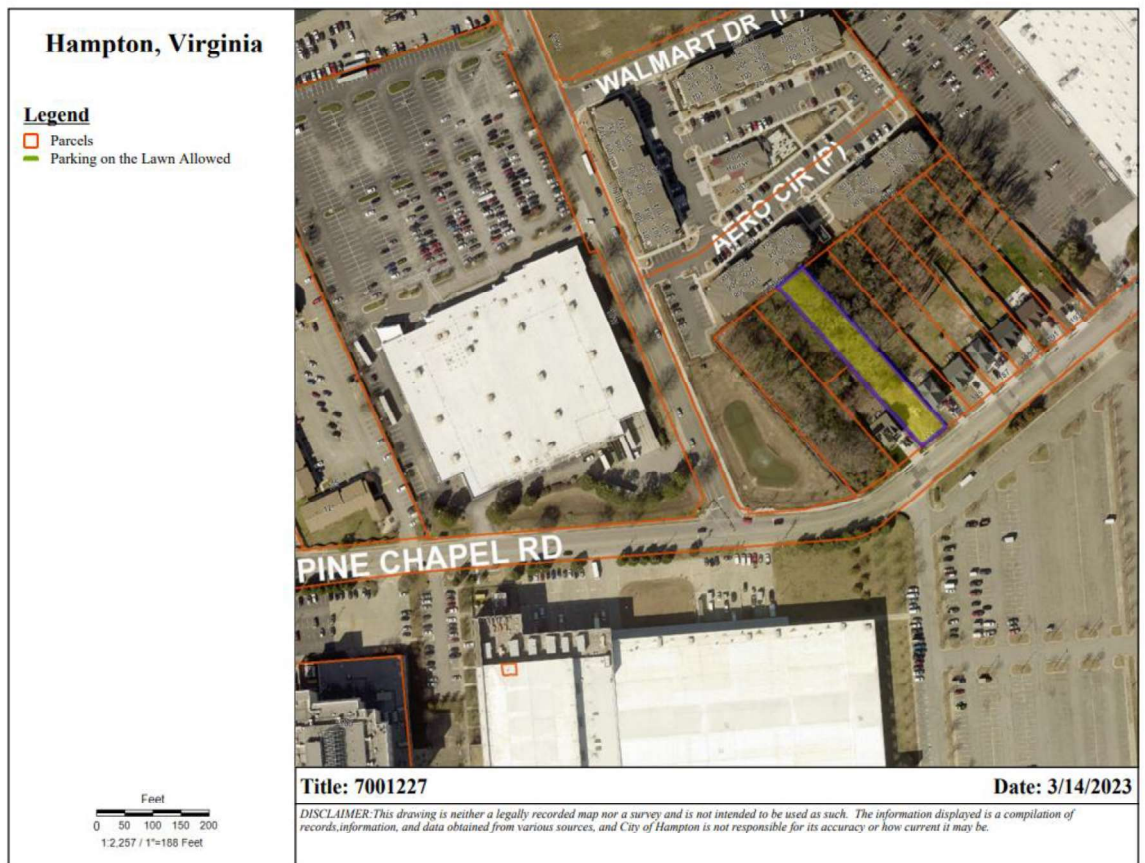
Property Address: 181 PINE CHAPEL RD
HAMPTON, VA 23666
Mailing Address: 4462 BIG ISLAND HWY
BEDFORD, VA 24523
PIN/LRSN/RPC : 7001227

General Information

Owner's Name: MASSIE CLEO BOWLER ET AL
Assessment Neighborhood: 1298
Legal Description: SPEEGLE VILLAGE PC3 L8.
Subdivision Number: 800048
Deeded Acreage: .3
Deeded SqFt: 13095
GIS Acreage: .47
Old Map No: 07E042 03 00008

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 No. 2

RPC No. 1005755
Owner: David Alexander

Property Address: 418 MELVILLE RD
HAMPTON, VA 23661
Mailing Address: 418 MELVILLE RD
HAMPTON, VA 23661
PIN/LRSN/RPC : 1005755

General Information

Owner's Name: ALEXANDER DAVID & IDA E
Assessment Neighborhood: 1276
Legal Description: WESTOVER PLACE L58.
Subdivision Number: 500153
Deeded Acreage: *No Data*
Deeded SqFt: 0
GIS Acreage: .14
Old Map No: 01W004 00 00058

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Property No. 3

RPC No. 1003542

Owner: Doris Holton Barnes

Property Address: 2510 LAGUARD DR
HAMPTON, VA 23661
Mailing Address: 2510 LAGUARD DR
HAMPTON, VA 23661
PIN/LRSN/RPC : 1003542

General Information

Owner's Name: BARNES DORIS HOLT
Assessment Neighborhood: 1154
Legal Description: NEWPORT TERRACE L17.18. BC
Subdivision Number: 500104
Deeded Acreage: *No Data*
Deeded SqFt: 0
GIS Acreage: .13
Old Map No: 01N011 00 C 017

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Property No. 3 (continued)

RPC No. 1003541

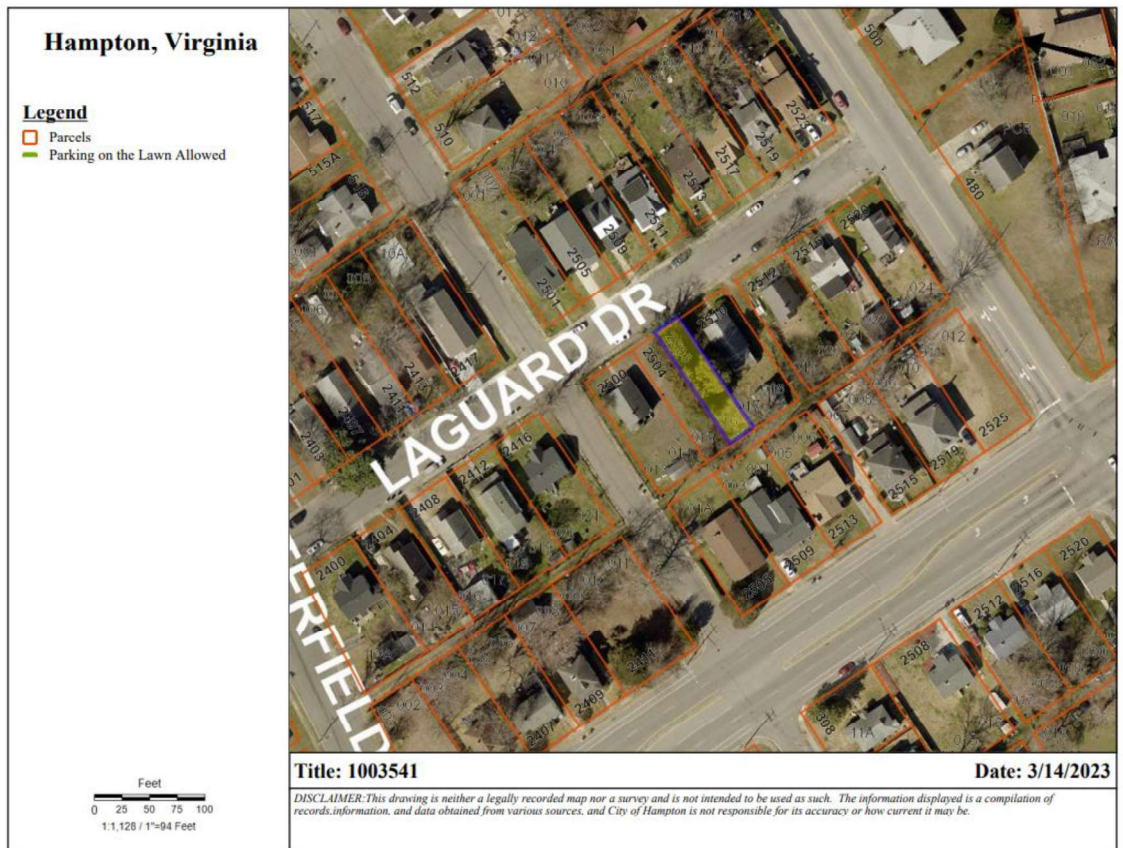
Owner: Doris Holton Barnes

Property Address:	2506 LAGUARD DR HAMPTON, VA 23661
Mailing Address:	2510 LAGUARD DR HAMPTON, VA 23661
PIN/LRSN/RPC :	1003541

General Information

Owner's Name:	BARNES DORIS HOLT
Assessment Neighborhood:	1154
Legal Description:	NEWPORT TERRACE L16. BC
Subdivision Number:	500104
Deeded Acreage:	No Data
Deeded SqFt:	0
GIS Acreage:	.07
Old Map No:	01N011 00 C 016

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Property No. 4

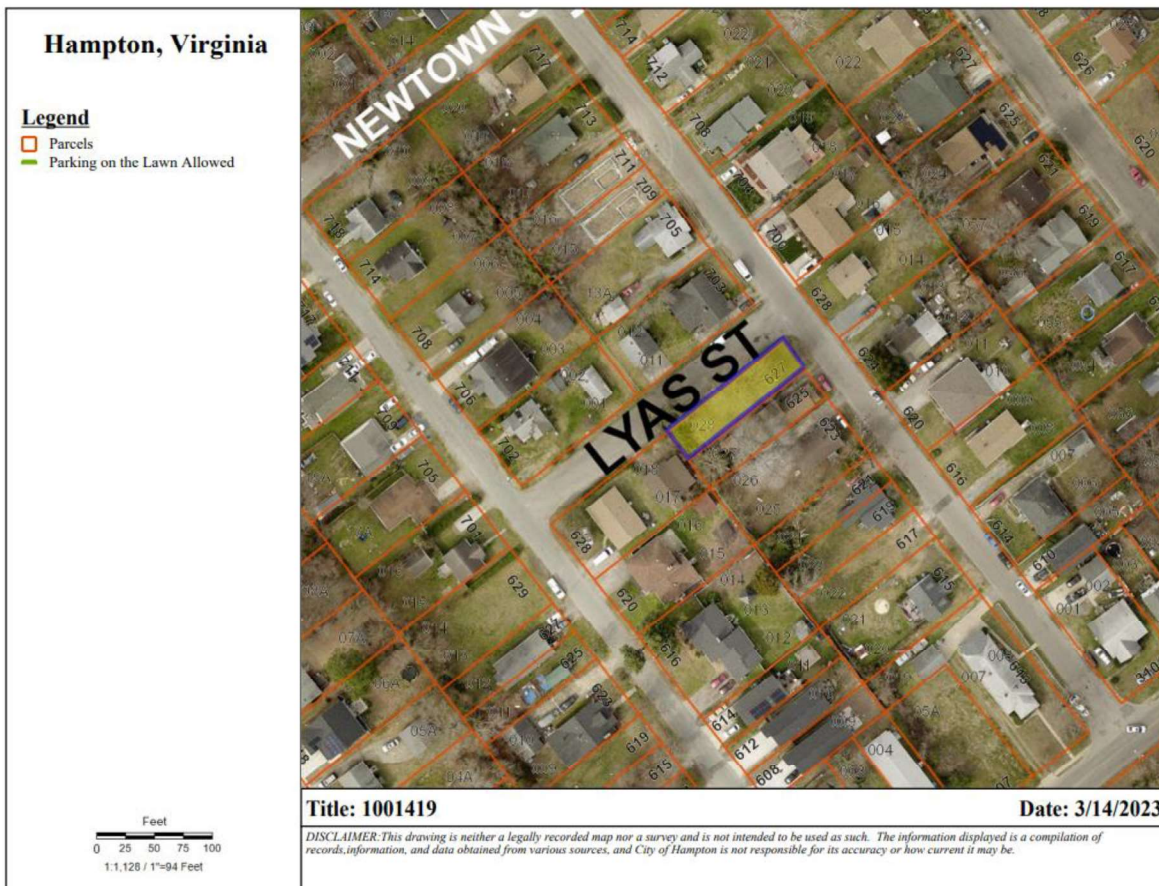
RPC No. 1001419

Owner: James L. Powell

Property Address: 627 DOWNING ST
HAMPTON, VA 23661
Mailing Address: 369 E DEPUTY LN UNIT E
NEWPORT NEWS, VA 23608
PIN/LRSN/RPC : 1001419

General Information

Owner's Name: POWELL JAMES L
Assessment Neighborhood: 1178
Legal Description: BICKFORDS NEWTWN L28.PT
ALY B2
Subdivision Number: 500013
Deeded Acreage: No Data
Deeded SqFt: 0
GIS Acreage: .09
Old Map No: 01K001 00 02028



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Property No. 5

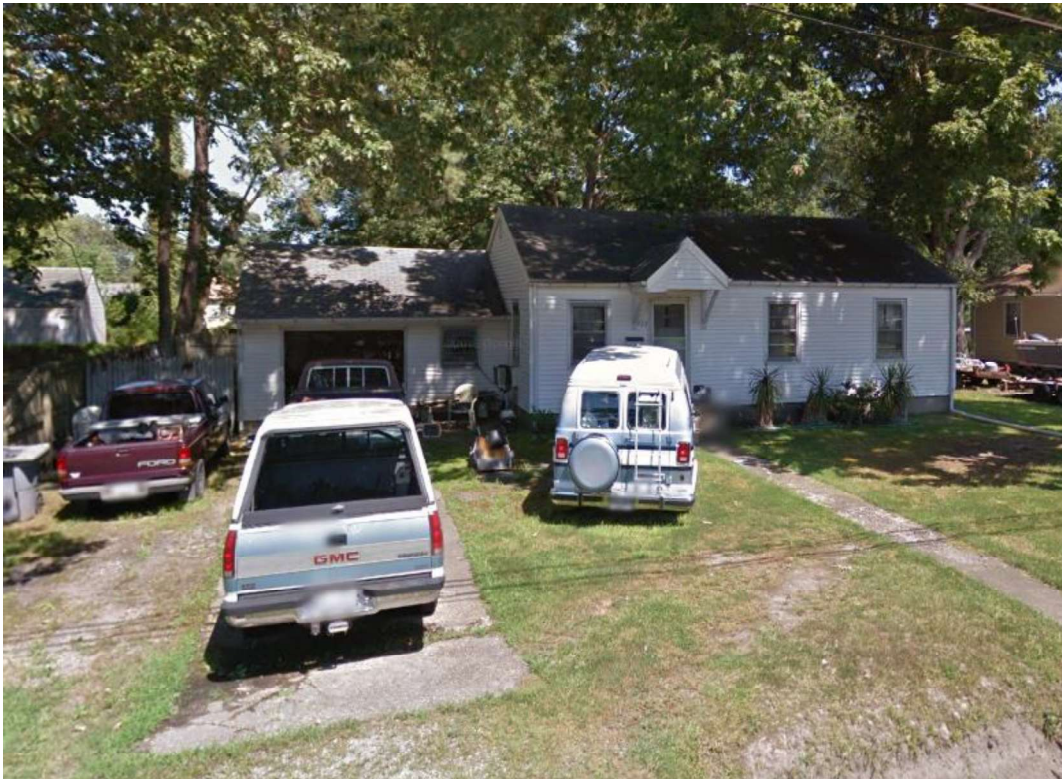
RPC No. 4001549

Owner: John Albert Bright, Jr.

Property Address:	122 PATRICIAN DR HAMPTON, VA 23666
Mailing Address:	122 PATRICIAN DR HAMPTON, VA 23666
PIN/LRSN/RPC :	4001549

General Information

Owner's Name:	BRIGHT JOHN ALBERT JR ET UX
Assessment Neighborhood:	1434
Legal Description:	PATRICIAN MANOR 2 L24. BD
Subdivision Number:	700081
Deeded Acreage:	<i>No Data</i>
Deeded SqFt:	0
GIS Acreage:	.31
Old Map No:	04D002 02 D 024



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Property No. 6

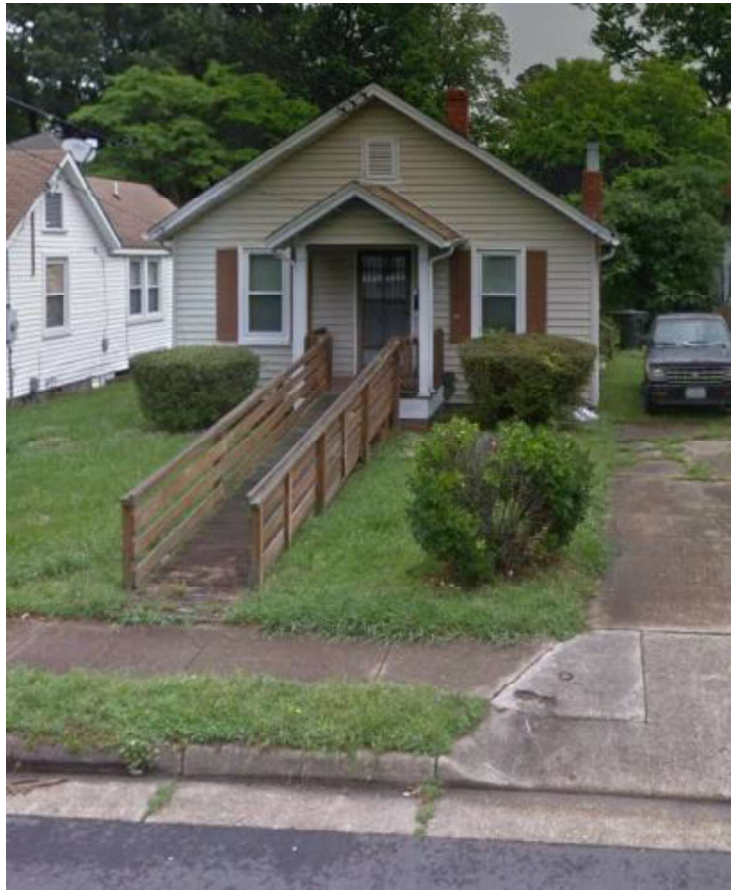
RPC No. 1002226
Owner: Keith Barnes

Property Address: 626 CELEY ST
HAMPTON, VA 23661
Mailing Address: 1422 ANTOINETTE CT
HAMPTON, VA 23663
PIN/LRSN/RPC : 1002226

General Information

Owner's Name: BARNES KEITH & CONGO
NICOLE L & GATLING
LARHONDA L
Assessment Neighborhood: 1130
Legal Description: MIDDLEBORO C L27B.
Subdivision Number: 500095
Deeded Acreage: *No Data*
Deeded SqFt: 0
GIS Acreage: .19
Old Map No: 01L002 00C00027B

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Property No. 7

RPC No. 8001045

Owner: Lorenzo S. McNeil, Jr.

Property Address:	108 CHERRY ACRES DR HAMPTON, VA 23669
Mailing Address:	108 CHERRY ACRES DR HAMPTON, VA 23669
PIN/LRSN/RPC :	8001045

General Information

Owner's Name:	MCNEIL LORENZO S JR & POPE JESSICA J MCFARLIN LATRICE
Assessment Neighborhood:	1238
Legal Description:	CHERRY ACRES 3 LPT92. BH
Subdivision Number:	100016
Deeded Acreage:	<i>No Data</i>
Deeded SqFt:	0
GIS Acreage:	.44
Old Map No:	08E003 03 H 092



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Property No. 8

RPC No. 1004118

Owner: Luther L. Horton

Property Address: 355 MERRIMAC AVE
HAMPTON, VA 23661
Mailing Address: 355 MERRIMAC AVE
HAMPTON, VA 23661
PIN/LRSN/RPC : 1004118

General Information

Owner's Name: HORTON LUTHER L & CARRIE L
Assessment Neighborhood: 1234
Legal Description: J B LAKES EST LNPT5.6.7.8. B3
Subdivision Number: 500088
Deeded Acreage: No Data
Deeded SqFt: 0
GIS Acreage: .11
Old Map No: 01R012 000 5000N

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Property No. 9

RPC No. 12008707

Owner: Wallace Spivey, III

Property Address: 2412 ANDREWS BLVD
HAMPTON, VA 23663
Mailing Address: 2412 ANDREWS BLVD
HAMPTON, VA 23663
PIN/LRSN/RPC : 12008707

General Information

Owner's Name: SPIVEY WALLACE III &
SPIVEY WARREN ELLIS &
REID DAINA MARIE
Assessment Neighborhood: 1358
Legal Description: BOYKIN LN SUBDIVISION L2
Subdivision Number: 200018
Deeded Acreage: .17
Deeded SqFt: 7598
GIS Acreage: .15
Old Map No: 12W030 00 00002

Legal

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