

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

Pursuant to the terms of those certain Decrees of Sale entered in the Circuit Court of County of Northumberland, 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 **Northumberland County Courthouse, 220 Judicial Place, Heathsville, Virginia 22473, on November 8, 2023 at 2:00pm.**

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 For Sale At Auction (“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)	Tax Map	TACS No.	Property Description
J1	Laura Elizabeth Dawson	43-(1)-102-B	839791	523 Mila Road, Heathsville, 0.81 acre +/- near Wicomico Church
J2	Clarissa Waddy	42-(1)-30	806033	15 acres +/- on Waddy Town Road, Wicomico District

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, 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 **www.forsaleatauction.biz**. 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 call (540) 899-1776 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 November 15, 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 Northumberland County 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 Northumberland 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 forsaleatauction.biz, by email to inquiry@forsaleatauction.biz, or by phone to (540) 899-1776. 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) 893-5176, or by writing to the address below.

Re: County of Northumberland 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 real estate tax sale which closed on Wednesday, November 8, 2023, the undersigned was the highest bidder on the real estate described below, for a bid price of \$_____.

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

Tax Map Number:

Account Number:

TACS Number:

Buyer's Premium: \$ _____

Bid Deposit: \$ _____

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 Northumberland, 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 (November 8, 2023). 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

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 8th day of November, 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

J1: Laura Elizabeth Dawson

Parcel Record Number: 19028001

District: WICOMICO DISTRICT

E911 Address: 523 MILA RD

Map Number: 43-(1)-102-B

Total Acres: 0.81

Legal Desc: NEAR WICOMICO CHRUCH
SINGLE FAMILY RESIDENCE (SUBURBAN)

Current Value (2023)

Land \$12,000

Main Structures \$47,300

TOTALS \$59,300



J2: Clarissa Waddy

Parcel Record Number: 22230001

District: WICOMICO DISTRICT

E911 Address: 0 WADDY TOWN ROAD

Map Number: 42-(1)-30

Total Acres 15.0

Legal Desc: FOREST LAND

SINGLE FAMILY RESIDENCE (SUBURBAN)

Current Value (2023)

Land \$42,500

Main Structures \$0

Other Structures \$0

TOTALS \$42,500

