

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

Pursuant to the terms of those certain Decrees of Sale entered in the Circuit Court of County of Russell, 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 **139 Highland Drive, Lebanon, Virginia 24266**, on **October 2, 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 Mitch-Ell Auction Firm ("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
1	Krystal F. Ferguson & Michael W. Ferguson	105L-IB-12	467784	278 Burns Drive, Cleveland; Meadowoods Tract 12; Lebanon Magisterial District
2	Jessica Michelle Johnson	104R-ICC-955	157624	112 Dodge Street, Lebanon; Gray Heights ENLG 1; Town of Lebanon
3	Belinda Whitt	108R-772D	157730	Big A Mtn; Port of Harmon Henry Honaker Lands; Cleveland Magisterial District
4	Beulah Miller	67R-IE-2222 & 67R-IE- 2222A	158864	55J Wilson Road, Swords Creek; T. W. Davis Dubv. Lots 15, 19, 20, 21, and 22; and TW Davis Subv. Lots 22, 24 and 25; New Garden Magisterial District
5	Amanda Reynolds	76R-181	467810	20 Highland Circle, Honaker; Thompson Addition Lot; New Garden Magisterial District
6	Marvin Peck	33L-2589	467693	2061 and 2021 Mill Creek Road, Raven; Mill Creek; Cleveland Magisterial District
7	Eveline Ray and Cletus Gent	76R-254A	159082	Tunnel Lot; Honaker Magisterial District
8	Christopher Surret	159R-IB-2194	158415	254 and 242 Lower Bear Wallow, Dante; Castlewood Magisterial District
9	Gladys Hicks White	104R-431	157586	Slab Town Enlg 5; Town of Lebanon
10	Fred L. Mays	157R-1737	158317	1952 River Road, Castlewood; Castlewood Magisterial Districts

11	Goldie Ward Phillips	160R-II-2514	158501	125 Timber Scent, Dante; Castlewood Magisterial District
12	Calvin W. Elmore	159R-IB-2201	158418	529 Roanoke Hill Road; Lot 83 Subv. B; Castlewood Magisterial District
13	David Lane	157R-1667 & 157R-1667A	158313	224 Clinch Drive, Saint Paul; Boody Lot; Castlewood Magisterial District
14	Bobby Bailey	115L-IA-63	157807	10 Burns Street, Cleveland; Town of Cleveland

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. We do not provide, and do not assist, with obtaining title insurance or title to personal property.

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 of \$100, 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.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 Mitch-Ell Auction Firm, at (276) 608-4786 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 October 9, 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 County of Russell 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 County of Russell 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 www.mitchellauctionfirm.com, by email to mark@mitchellauctionfirm.com or by phone to Mark Mitchell, at (276) 608-4786. 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.

Taxing Authority Consulting Services, PC
Attn: Tax Sales
P.O. Box 31800
Henrico, Virginia 23294-1800

SAMPLE AUCTION CONTRACT

At that certain real estate tax sale which closed on Monday, October 2, 2023, the undersigned was the highest bidder on the real estate described below, for a bid price of \$ _____.

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

Tax Map Number:

Account Number:

TACS Number:

Buyer's Premium: \$ _____

Bid Deposit: \$ _____

Credit Card Hold: \$(_____)

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 Russell, 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 (October 2, 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 2nd day of October, 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

No. 1- Krystal F. Ferguson and Michael W. Ferguson
TACS # 467784 Tax Map Number 105L-IB-12

Legal Description 1 MEADOWOODS

Legal Description 2 TRACT 12

Legal Description 3

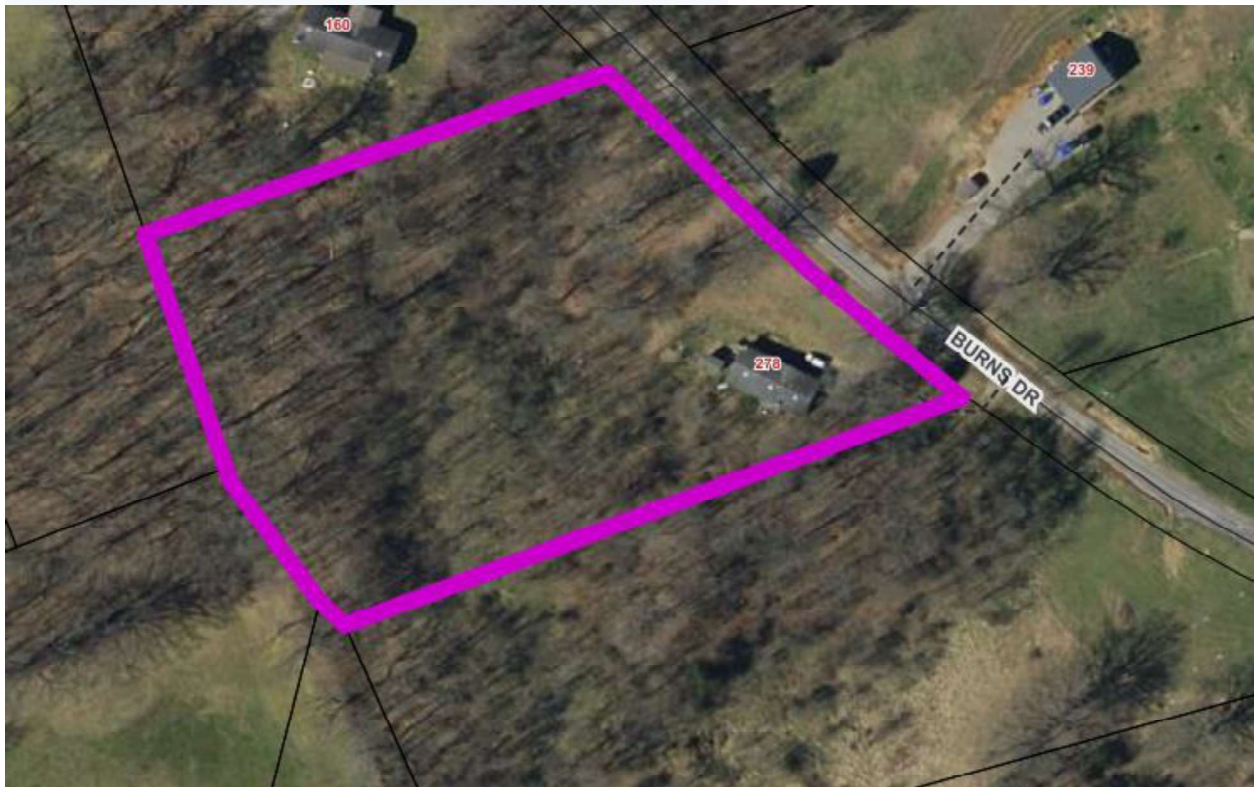
Deed Book 0583

Deed Page 229

Acres 2.84

Improvement
Value \$44,600

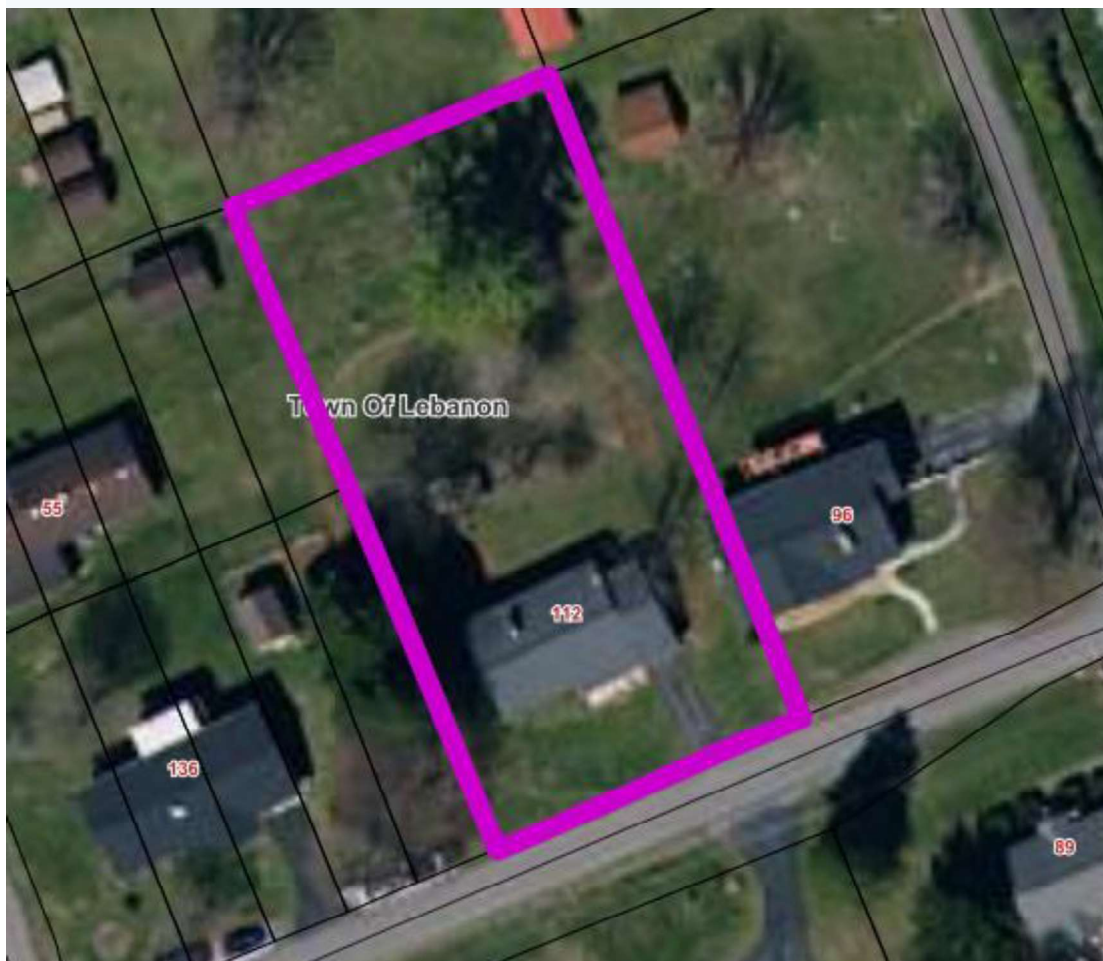
Land Value \$15,700



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No. 2- Jessica Michelle Johnson
TACS# 157624 Tax Map Number 104R-ICC-955

Legal Description 1	GRAY HEIGHTS
Legal Description 2	ENLG 1
Legal Description 3	
Deed Book	0000
Deed Page	15
Acres	0
Improvement Value	\$80,500
Land Value	\$23,000



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No. 3- Belinda Whitt, et al
TACS # 157730 Tax Map number 108R-772D

Legal Description 1	BIG A MTN
Legal Description 2	PORT OF HARMON HENRY
Legal Description 3	HONAKER LANDS
Deed Book	0714
Deed Page	534
Acres	2.2
Improvement Value	\$28,700
Land Value	\$11,200



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No. 4- Beulah Miller, et al
TACS# 158864 Tax Map Numbers 67R-IE-2222 and 67R-IE-2222A

Tax Map Number 67R-IE-2222

Legal Description 1	T.W. DAVIS SUBV
Legal Description 2	LOTS 15,19,20,21,22
Legal Description 3	
Deed Book	0000
Deed Page	8
Acres	0
Improvement Value	\$38,600
Land Value	\$9,000

Tax Map Number 67R-IE-2222A

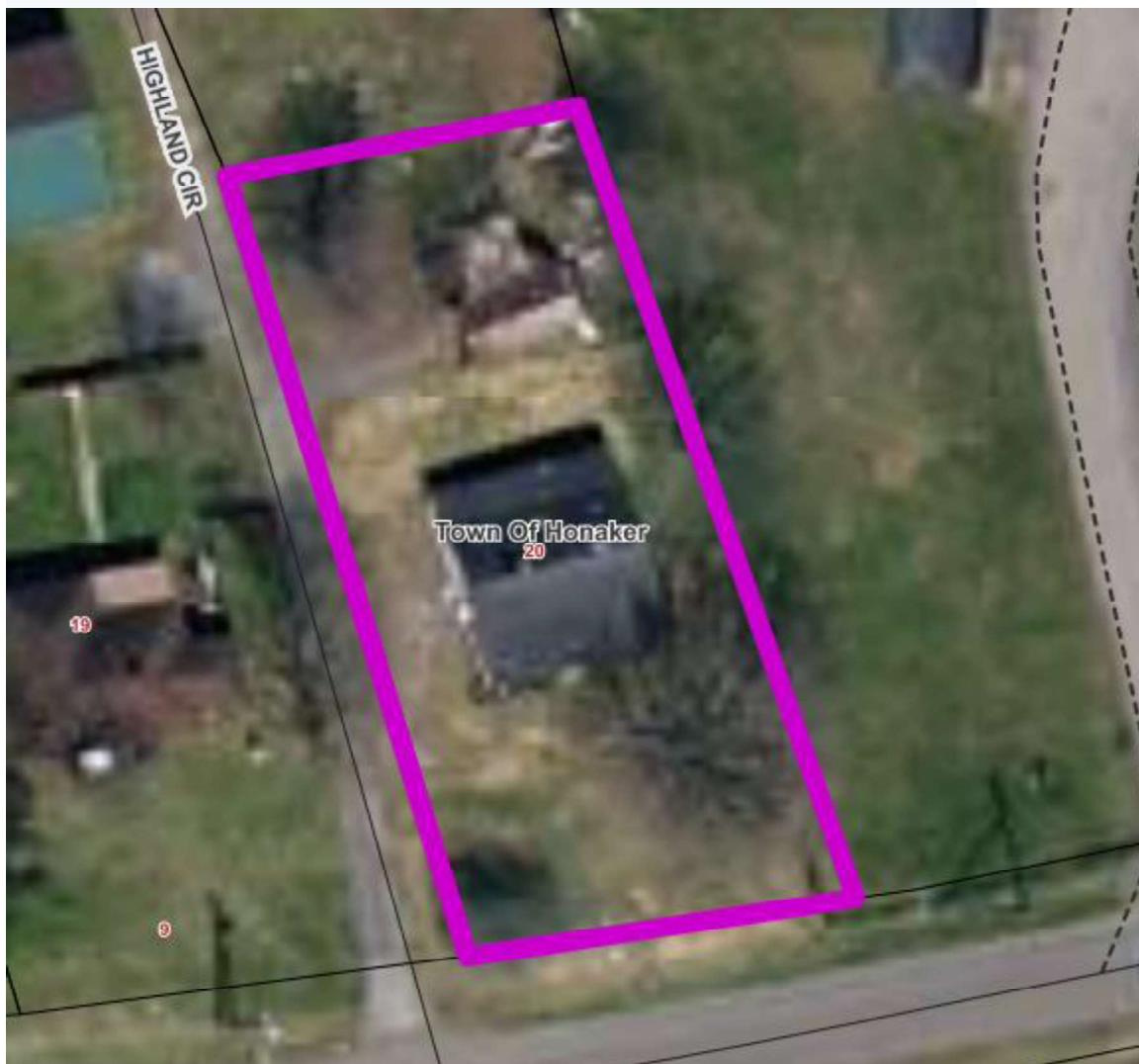
Legal Description 1	T.W. DAVIS SUBV.
Legal Description 2	LOTS 23,24,25
Legal Description 3	
Deed Book	0000
Deed Page	9
Acres	0
Improvement Value	\$9,300
Land Value	\$6,000



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No. 5- Amanda Reynolds, et al
TACS # 467810 Tax Map Number 76R-181

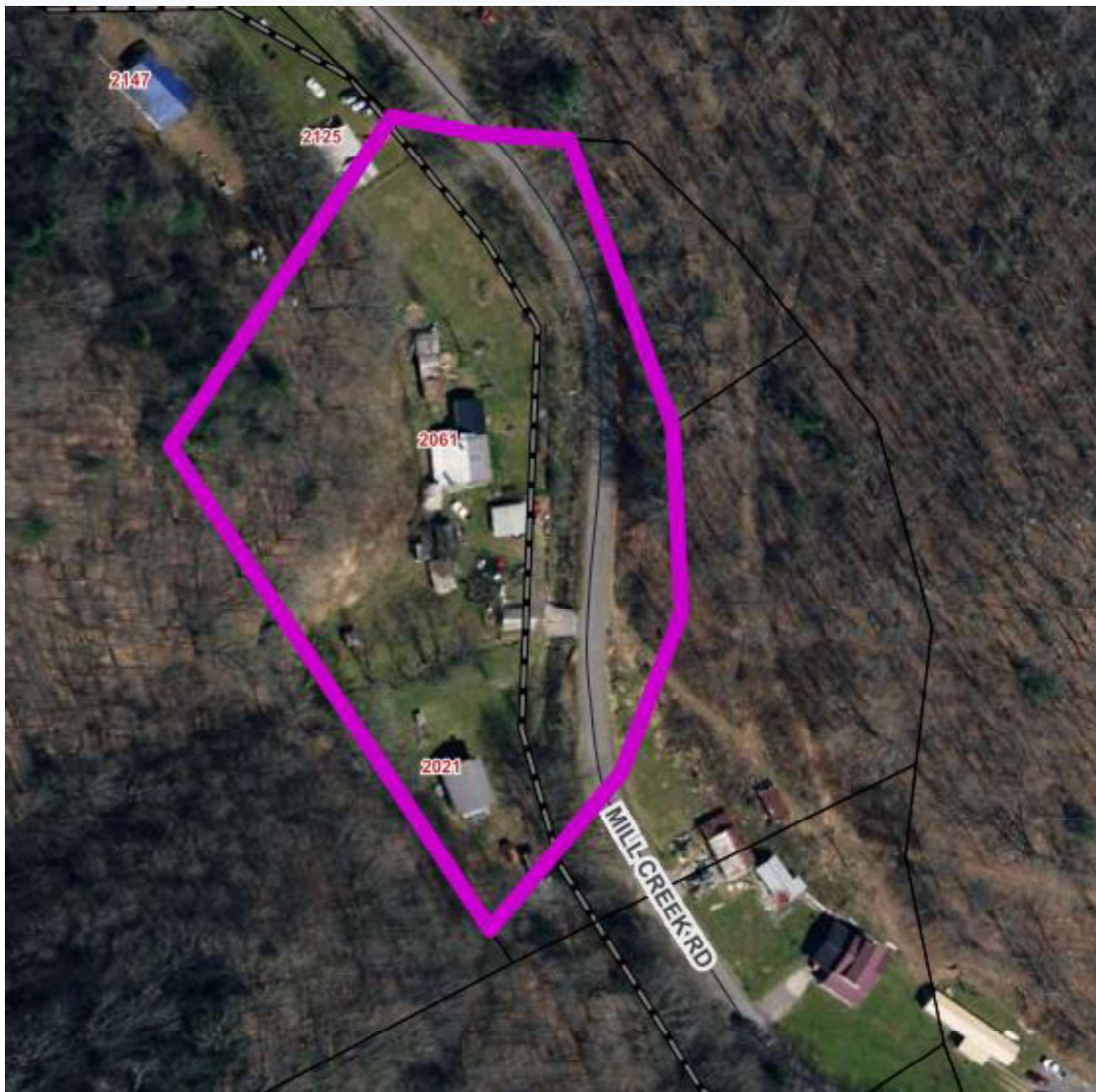
Legal Description 1	THOMPSON ADDITION
Legal Description 2	LOT
Legal Description 3	
Deed Book	0746
Deed Page	933
Acres	0
Improvement Value	\$30,400
Land Value	\$13,000



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No. 6- Marvin Peck, et al
TACS # 467693 Tax Map Number 33L-2589

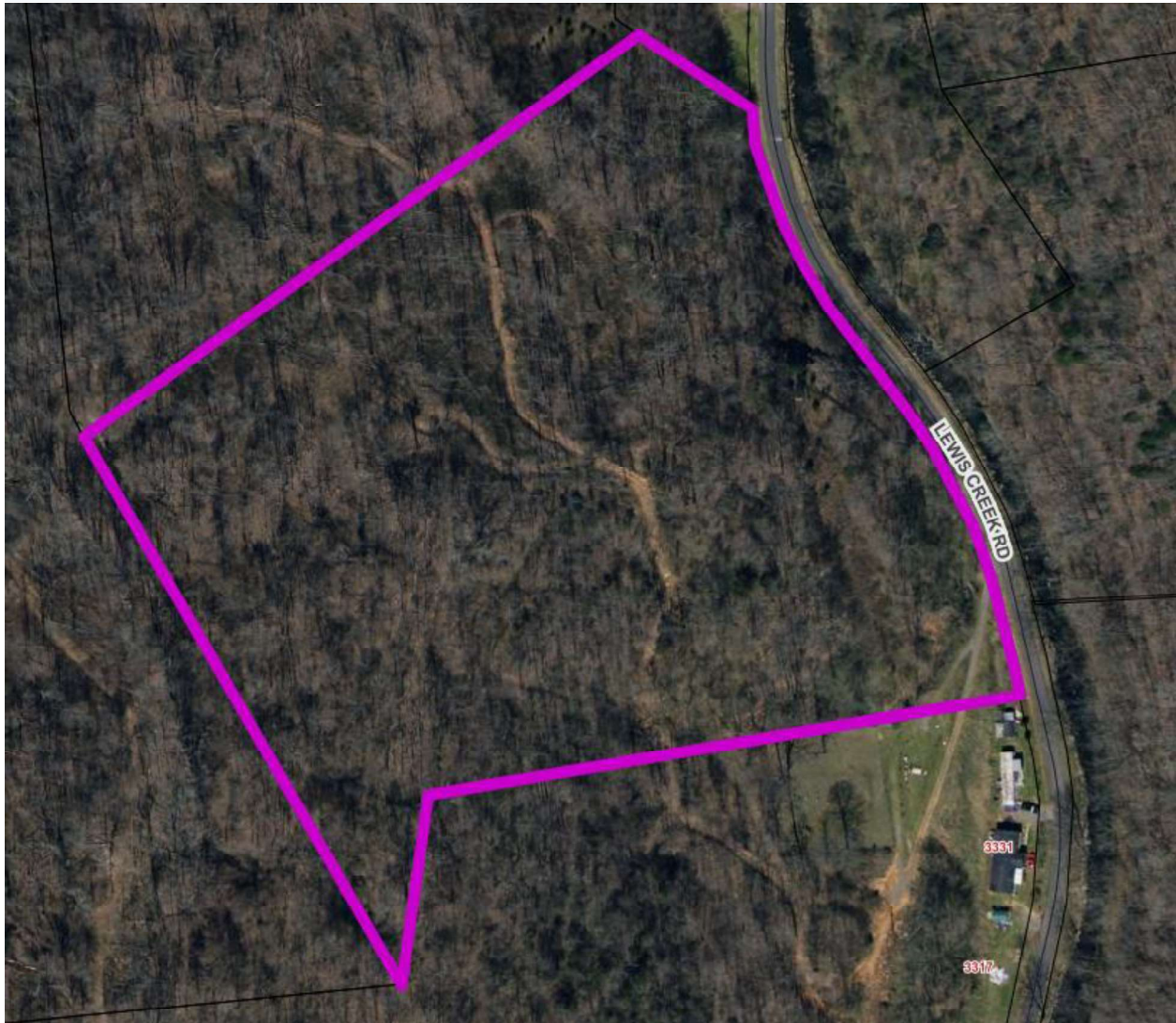
Legal Description 1	MILL CREEK
Legal Description 2	
Legal Description 3	
Deed Book	679
Deed Page	107
Acres	2
Improvement Value	\$16,700
Land Value	\$9,200



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No. 7- Eveline Ray and Cletus Gent
TACS # 159082 Tax Map Number 76R-254A

Legal Description 1	TUNNEL
Legal Description 2	LOT
Legal Description 3	
Deed Book	0000
Deed Page	7
Acres	0
Improvement Value	\$4,000
Land Value	\$10,000



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No. 8- Christopher Surrett
TACS # 158415 Tax Map Number 159R-IB-2194

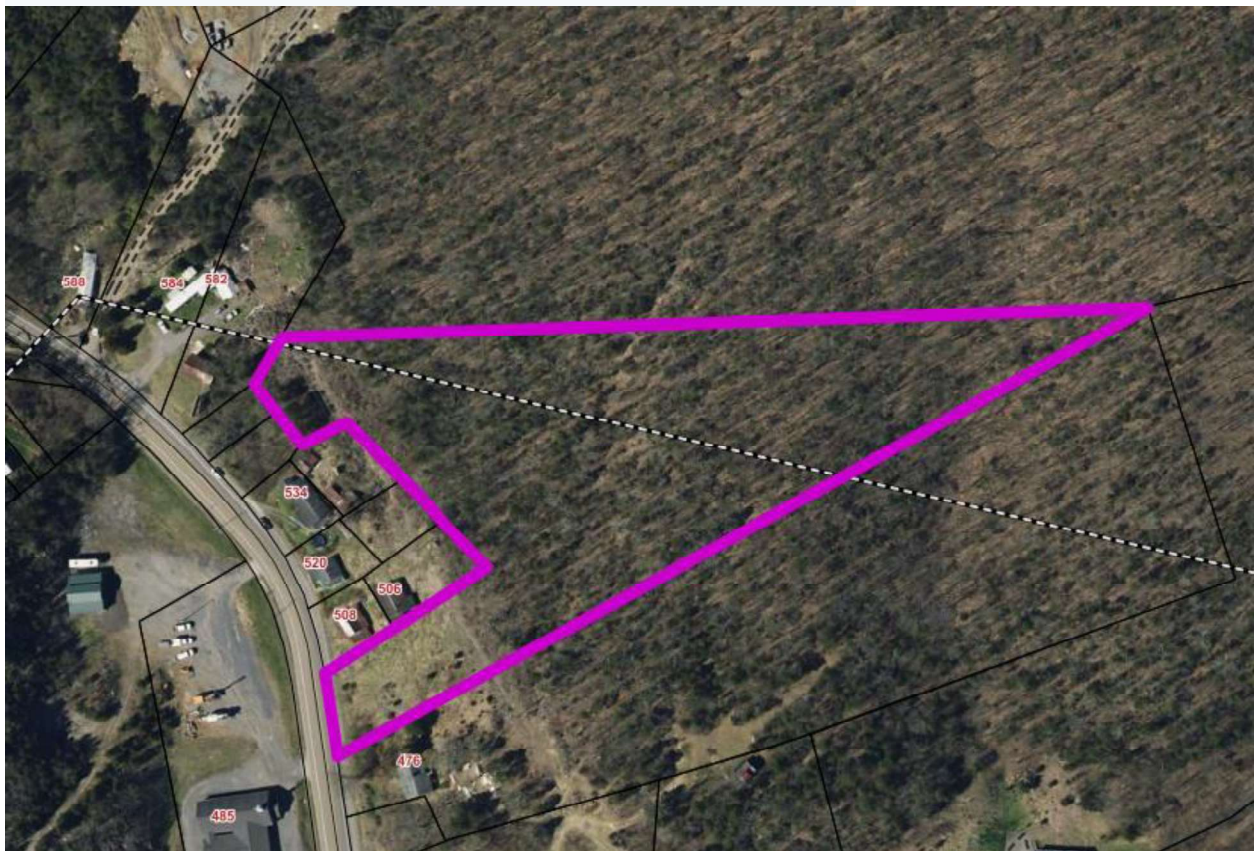
Legal Description 1	LOT 102
Legal Description 2	SUBV. B
Legal Description 3	
Deed Book	383
Deed Page	554
Acres	0
Improvement Value	\$20,300
Land Value	\$4,000



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No. 9- Gladys Hicks White, et al
TACS # 157586 Tax Map Number 104R-431

Legal Description 1	SLAB TOWN
Legal Description 2	ENLG 5
Legal Description 3	
Deed Book	0000
Deed Page	2
Acres	3.5
Improvement Value	\$0
Land Value	\$21,000



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No. 10- Fred Mays, et al
TACS # 158317 Tax Map Number 157R-1737

Legal Description 1	CASTLEWOOD
Legal Description 2	
Legal Description 3	
Deed Book	
Deed Page	0
Acres	0
Improvement Value	\$5,200
Land Value	\$11,000



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No. 11- Goldie Ward Phillips, et al
TACS # 158501 Tax Map Number 160R-II-2514

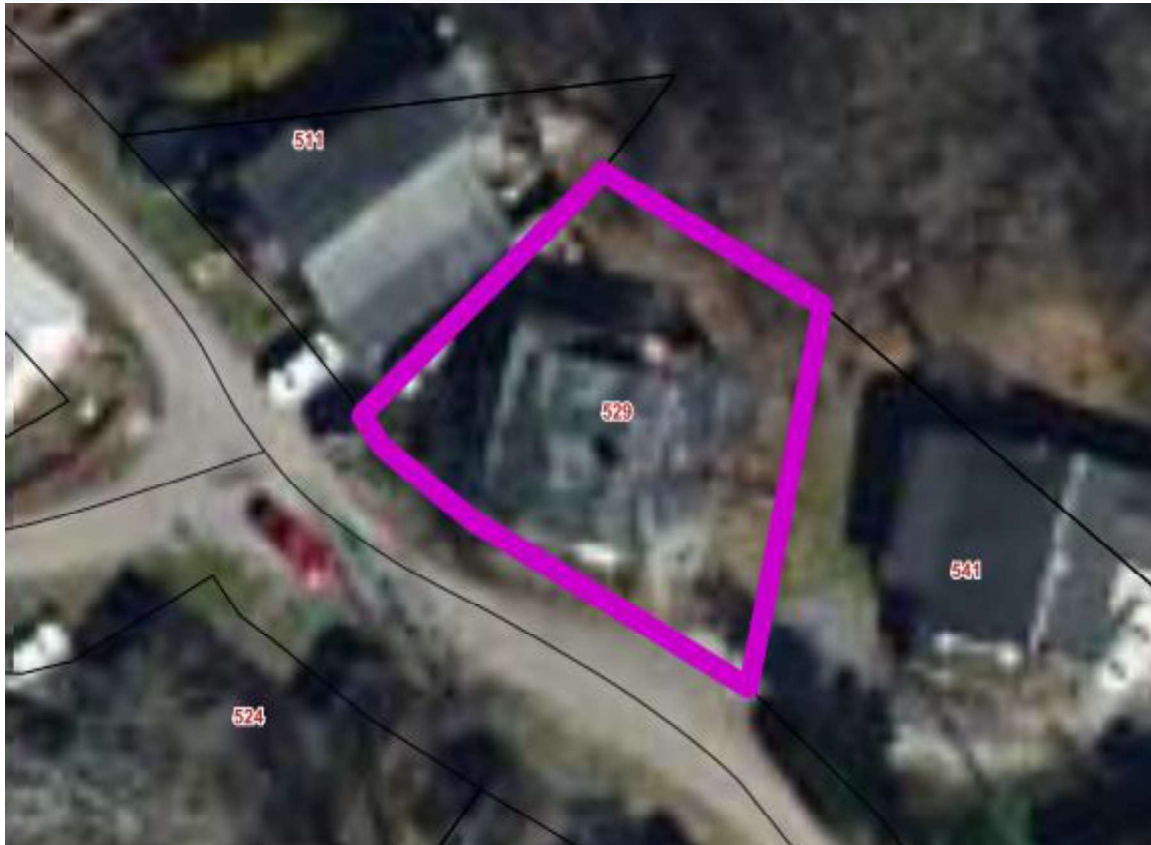
Legal Description 1	LOT 444
Legal Description 2	SUBV J
Legal Description 3	
Deed Book	0562
Deed Page	364
Acres	0
Improvement Value	\$12,000
Land Value	\$4,000



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No. 12- Calvin W. Elmore, et al
TACS # 158418 Tax Map Number 159R-IB-2201

Legal Description 1	LOT 83 SUBV. B
Legal Description 2	
Legal Description 3	
Deed Book	0516
Deed Page	235
Acres	0
Improvement Value	\$12,200
Land Value	\$4,000



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No. 13- David Lane, et al

TACS # 158313 Tax Map Numbers 157R-1667 and 157R-1667A

Tax Map Number 157R-1667

Tax Map Number 157R-1667A

Legal Description 1	BOODY
Legal Description 2	LOT
Legal Description 3	
Deed Book	0541
Deed Page	894
Acres	0
Improvement Value	\$8,000
Land Value	\$8,100

Legal Description 1	BOODY
Legal Description 2	
Legal Description 3	
Deed Book	0000
Deed Page	0
Acres	0.38
Improvement Value	\$4,100
Land Value	\$800



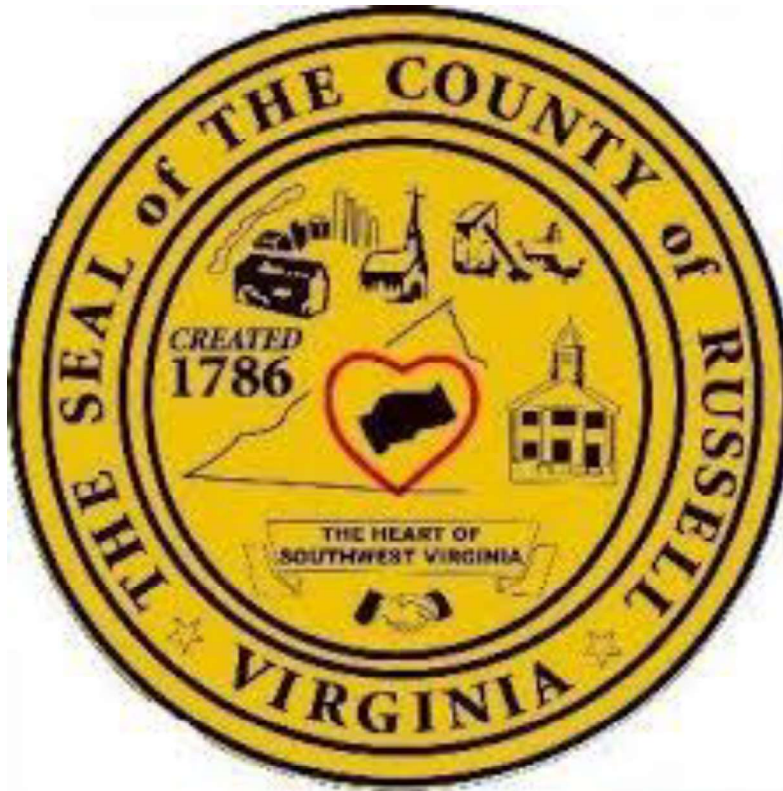
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No. 14- Bobby Bailey, et al
TACS # 157807 Tax Map Number 115L-IA-63

Legal Description 1	CLEVELAND
Legal Description 2	
Legal Description 3	
Deed Book	0559
Deed Page	853
Acres	0
Improvement Value	\$8,300
Land Value	\$5,500



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Russell County
VIRGINIA
"The Heart of Far Southwest Virginia"

tacs

TAXING AUTHORITY
Consulting Services, PC