#### NOTICE OF PUBLIC AUCTION SPECIAL COMMISSIONER'S SALE OF REAL ESTATE COUNTY OF PRINCE GEORGE, VIRGINIA

Pursuant to the terms of those certain Decrees of Sale entered in the Circuit Court of the County of Prince George, the undersigned Special Commissioner will offer for sale at an online only public auction the following described real estate. Pre-bidding is available now at <u>tacssale.com</u>, and bidding will begin to close **on November 3**, 2023 at 11:00 AM EST.

The sale of such property is subject to the terms and conditions below, and any terms or conditions which may be subsequently posted or announced by 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
J1	Walker, Benjamin and Carolina C.	390(0A)00-034-0	513468	Vacant; 6.7 acres +/-; on Lebanon Rd. (Route 611)
J2	Walker, Benjamin and Carolina C.	390(0A)00-034-A	513468	Vacant; 4.3 acres +/-; on Lebanon Rd. (Route 611)
J3	Bain, Virginia S (Life Estate)	380(0A)00-060-0	513712	15 acres +/-; on Winward Rd.; Land and Outbuilding Only
J4	Tucker, Fannie	530(02)00-00C-2	53655	Vacant; 5.2701 acres +/-; on Holdsworth Rd.
J5	Lion Mink Monkey, LLC	430(0A)00-076-0	719928	Vacant; 8 acres +/-; near Gatewood Rd. and Route 301
<b>J</b> 6	PARCEL J6 REMOVED	REMOVED	REMOVED	REMOVED
J7	Wilkins, Frankie W.	140(0A)00-080-0	513462	3700 April Ln.; 2.43 acres +/-; on Deerwood Ln. and April Ln.

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

All interested bidders must register and be approved to bid. Registration and bidding are free of charge and are done at <u>tacssale.com</u>. If any interested bidders do not have access to the internet, please contact TACS at <u>auctions@taxva.com</u> or 804-548-4408 for assistance with creation of an account and placement of bids.

Registered bidders may bid online at any time during which the auction is open. Bidders may enter a maximum bid amount and allow the system to bid in pre-set increments for them, or may manually enter each bid individually, at their preference.

**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 \$150.00, added to the final bid**. Bids which are less than One Thousand Dollars (\$1,000.00) shall be paid in full. Deposits shall not exceed Twenty Thousand Dollars (\$20,000.00) 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 after confirmation of the sale by the Court.

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 <u>received</u> in full no later than November 10, 2023**. All payments must be made in the form of certified funds, cashier's check, money order or wire transfer. Cash and personal checks <u>will not</u> be accepted. Checks and money orders shall be made payable to the County of Prince George and forwarded to TACS. Wire transfer instructions will be provided to the highest bidder upon request.

**GENERAL TERMS: 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.

To qualify as a purchaser at this auction, you may not owe delinquent taxes to the County of Prince George and you may not be a Defendant in any pending delinquent tax matter. Questions should be directed to TACS online at <u>tacssale.com</u>, by email to <u>auction@taxva.com</u>, by phone to 804-548-4408, by fax to 804-545-2378, or by writing to the address below.

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

**\*\***TACS is not responsible for internet connectivity issues, software functionality, bidding application, or system errors which could cause a bid to fail to be recognized. There is no recourse or remedy, implied or offered, to any online bidders in the event of any issues.\*\*

At that certain real estate tax sale which closed on Friday, November 3, 2023, the undersigned was the highest bidder on the real estate described below, for a bid price of \$\_\_\_\_\_.

Case Name: County of	of Prince George v	(Case No)
Tax Map Number:		
Account Number:		
TACS Number:		
Buyer's Premium:	s	
Bid Deposit:	s	
Credit Card Hold:	\$()	
<b>Total Due Now:</b>	\$	

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 Prince George, 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.

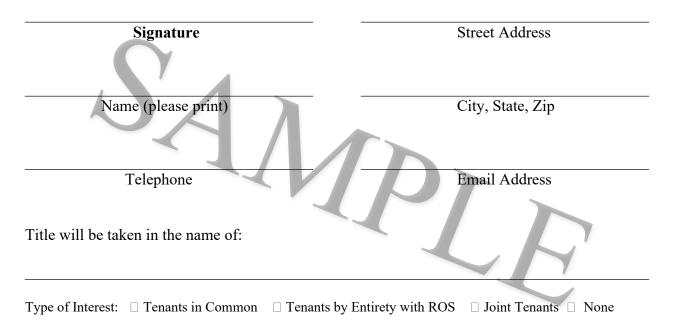
I understand that this property is being sold subject to any covenants, easements, agreements, restrictions, reservations, conditions of record, and any claims of persons in possession. I understand that this property may not have a right-of-way to a public road, and I hereby accept this limitation. 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 3, 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.

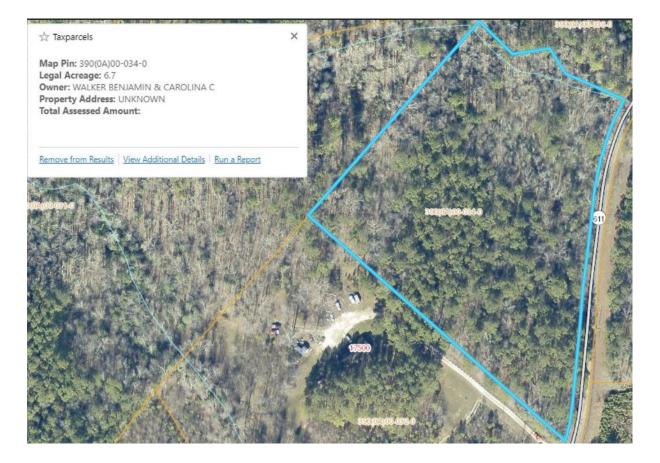
I understand that the former owner(s) of this property may for good cause shown, within ninety (90) days from the entry of the Decree of Confirmation in this matter, petition the Court to have the matter reheard. I understand that title to the property described herein will be taken in the name(s) indicated below and I represent that I have the authority to purchase and title the property in the name(s) shown below.



#### **CERTIFICATION**

It is hereby certified that the above-referenced purchaser has, on this 3rd 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.

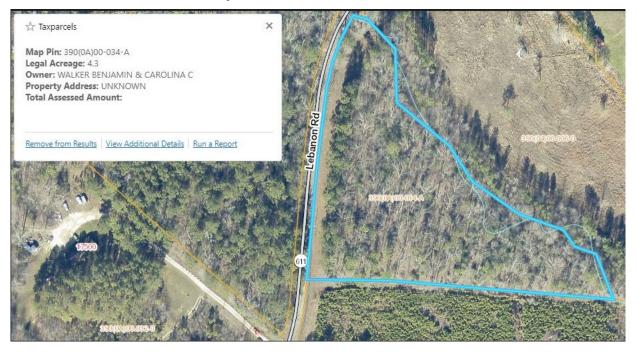
#### **Property 1** Benjamin and Carolina C. Walker



Owner: Benjamin & Carolina C. Walker Tax Map No.: 390(0A)00-034-0 Land Value: \$65,300 Improvement Value: n/a Total Value: \$65,300 Acreage: ± 6.7 acres Property Description: Vacant; 6.7 acres +/-; on Lebanon Rd. (Route 611)

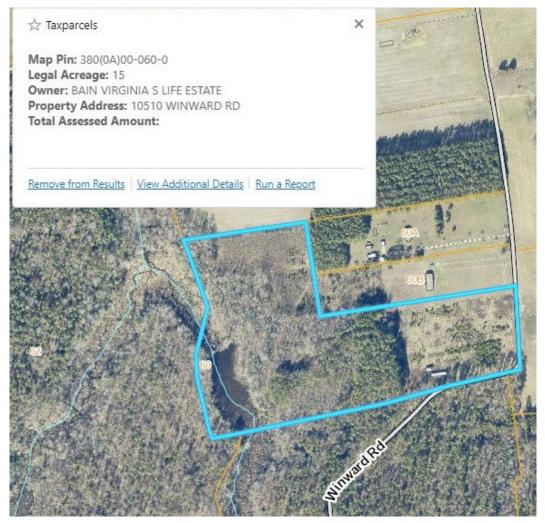
# **Property 2**

#### Benjamin and Carolina C. Walker



Owner: Benjamin & Carolina C. Walker Tax Map No.: 390(0A)00-034-A Land Value: \$49,200 Improvement Value: n/a Total Value: \$49,200 Acreage: ± 4.30 acres Property Description: Vacant; 4.3 acres +/-; on Lebanon Rd. (Route 611)

# **Property 3** Virginia S. Bain, Life Estate



Owner: Virginia S. Bain, Life Estate Tax Map No.: 380(0A)00-060-0 Land Value: \$89,700 Improvement Value: \$400 Total Value: \$90,100 Acreage: ± 15.00 acres

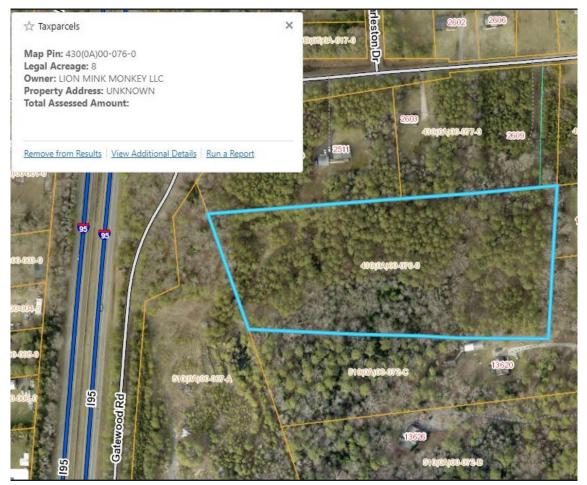
Property Description: 15 acres +/-; on Winward Rd.; Land and Outbuilding Only

## **Property 4** Fannie Tucker



Owner: Fannie Tucker Ackerman Tax Map No.: 530(02)00-00C-2 Land Value: \$56,700 Improvement Value: n/a Total Value: \$56,700 Acreage: ± 5.27 acres Property Description: Vacant; 5.2701 acres +/-; on Holdsworth Rd.

# Property 5 Lion Mink Monkey, LLC



Owner: Lion Mink Monkey, LLC Tax Map No.: 430(0A)00-076-0 Land Value: \$76,200 Improvement Value: n/a Total Value: \$76,200 Acreage: ± 8.00 acres Property Description: Vacant; 8 acres +/-; near Gatewood Rd. and Route 301

#### **Property 6** Gloria D. Mitchell



Owner: Gloria D. Mitchell Tax Map No.: 580(0A)00-001-B Land Value: \$46,800 Improvement Value: n/a Total Value: \$46,800 Acreage: ± 6.80 acres Property Description: Vacant; 6.8 acres +/-; on Shands Rd. (Route 621)

# **Property 7** Frankie W. Wilkins



Owner: Frankie W. Wilkins Tax Map No.: 140(0A)00-080-0 Land Value: \$47,300 Improvement Value: \$9,000 Total Value: \$56,300 Acreage: ± 2.43 acres Property Description: Vacant; 2.43 acres +/-; on Deerwood Ln. and April Ln.