

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

Pursuant to the terms of those certain Decrees of Sale entered in the Circuit Court of County of Buchanan, 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 **Buchanan Co. Board of Supervisors Meeting Room; 4447 Slate Creek Road, Grundy Virginia 24614**, on **February 20, 2024 at 11AM**.

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.

J1	ROGER WAYNE COLEMAN, ET AL	2HH185186 ENLG D	760439	Big Prater Crk Trace FK Lot #13; South Grundy District
J2	ROGER WAYNE COLEMAN, ET AL	2HH185214	760439	Big Prater Crk; South Grundy District
J3	CHRISTINA LYNN BLAKEN, ET AL	2HH086025	760264	Knox Crk Turnpike Hollow AC 100; Knox District
J4	HENRY CECIL HAWKINS, ET AL	2HH209031	760761	1238 Hurley Runyon Road, Vansant; Little Fox Creek AC 1; Prater 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. 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 \$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 <https://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 February 27, 2024).** 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 Buchanan 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 Buchanan 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://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.

At that certain real estate tax sale which closed on Tuesday, February 20, 2024, the undersigned was the highest bidder on the real estate described below, for a bid price of \$_____.

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

Tax Map Number:

Account Number:

Sample contract

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 Buchanan, 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 (February 20, 2024). 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 20th day of February, 2024, 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

J1	ROGER WAYNE COLEMAN, ET AL	2HH185186 ENLG D	760439	Big Prater Crk Trace FK Lot #13; South Grundy District
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Legal Description: BIG PRATER CRK TRACE FK LOT#13

AC LOT COLEMAN, AUTY & EVA

Plat Book/Page: 2 / 282

Deed Book/Page: 0195 / 244

Instrument: 00 00

Occupancy: DWELLING

Dwelling Type: 1 STYFRAME

Use/Class: COMMERCIAL & INDUSTRIAL

Acreage: 0.000

Year Assessed: 2021

Year Built:

Land Use:

Zoning:

Year Remodeled:

Total Mineral: \$0

District: 07 SOUTH GRUNDY

Year Effective:

Total Land: \$10,900

MH/Type:

On Site Date: 09/01/2020

Total Improvements: \$0

Condition: POOR

Review Date:

Total Value: \$10,900

Improvement Description		Site
Exterior	Interior	
CONSTRUCTION-WOOD		STREET-PAVED
EXTERIOR-FRAME		TOPOGRAPHY-LEVEL
ROOFING-METAL		UTILITIES-PUB WATE
		UTILITIES-SEPTIC

Dwelling Valuation			
Item	Size	Rate	Value
DWELLING	1584	53.70	
PORCH	60	16.00	
PORCH	300	16.00	
Total Bldg. Value -- Fair Valued			

Land Valuation							
M Cls	Desc	G	Size	Dpth	Rate	FV/Pct	Value
S	1	HOMESITE	S	3631		3.00	10893
Total Land Value							10900
Total Property Value							10900

+---20---	+---10---	+---20---	
:	6POR 6	:	:
9	+---10---	:	:
:	:	:	:
+	---	+	30:
:	:	:	:
+	---	+	---
:	:	:	:
9	:	:	:
:	:DWL	:	:
+	---	+	50---
6	:	:	POR6:
+	---	+	50---



Parking lot between 2559 Lovers Gap Road and 2571 Lovers Gap Road

The information in this booklet is provided for general reference only and is not intended to be a true and accurate representation of the shape of the property. This is no substitute for a survey of the property and is intended to be informational in nature. Interested bidders should exercise their due diligence to determine the size, shape, location, percability, zoning, road frontage, and any other matters of interest related to this property.

J2	ROGER WAYNE COLEMAN, ET AL	2HH185214	760439	Big Prater Crk; South Grundy District
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Legal Description: BIG PRATER CRK 0 0

AC 6 COLEMAN, EVA & AUTY

Plat Book/Page: 0000 / No Page

Deed Book/Page: 0131 / 345

Instrument: 00 00

Occupancy: LAND

Dwelling Type: VACANT

Use/Class: SINGLE FAMILY COUNTY

Acreage: 6.000

Year Assessed: 2021

Year Built:

Land Use:

Zoning:

Year Remodeled:

Total Mineral: \$0

District: 07 SOUTH GRUNDY

Year Effective:

Total Land: \$11,000

MH/Type:

On Site Date: 05/01/2020

Total Improvements: \$0

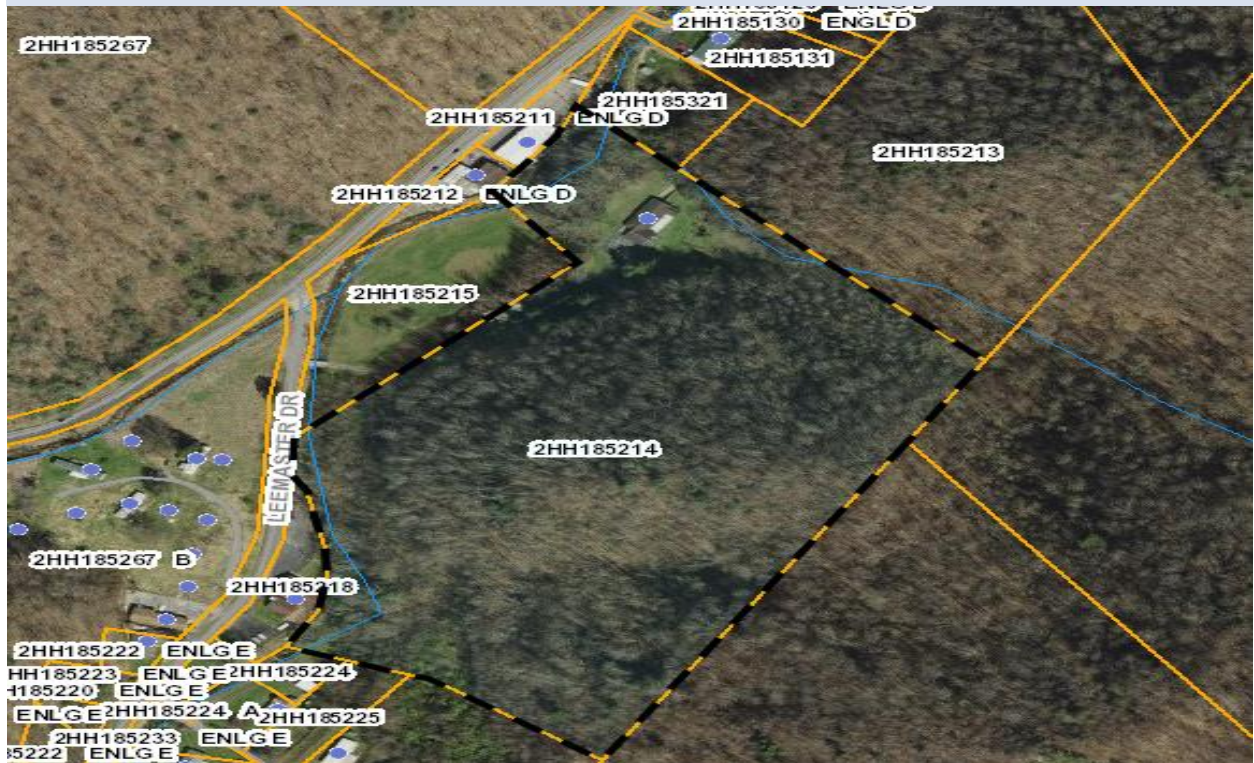
Condition:

Revised Date:

Total Value: \$11,000

Improvement Description		
Exterior	Interior	Site
		STREET-PAVED
		UTILITIES-PUB WATE

Land Valuation							
M Cls	Desc	G	Size	Dpth	Rate	FV/Pct	Value
A	1 HOMESITE	C	1.00		8000.00		8000
A	50 RESIDUAL	B	5.00		1200.00	.50-	3000
Total Land Value							11000
Total Property Value							11000



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J3	CHRISTINA LYNN BLAKEN, ET AL	2HH086025	760264	Knox Crk Turnpike Hollow AC 100; Knox District
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Legal Description: KNOX CRK TURNPIKE HOLLOW 0 0

AC 100 WILLIAMS, EMMA

Plat Book/Page: 0000 / No Page

Deed Book/Page: 414 / 689

Instrument: 00 00

Occupancy: LAND

Dwelling Type: VACANT

Use/Class: AGRICULTURE 100+ ACRES

Acreage: 100.000

Year Assessed: 2021

Year Built:

Land Use:

Zoning:

Year Remodeled:

Total Mineral: \$0

District: 03 KNOX

Year Effective:

Total Land: \$50,000

MH/Type:

On Site Date: 09/23/2020 **Total Improvements:** \$0

Condition:

Review Date:

Total Value: \$50,000

Improvement Description		
Exterior	Interior	Site
		STREET-PAVED
		UTILITIES-SEPTIC
		UTILITIES-WELL

Land Valuation							
M Cls	Desc	G	Size	Dpth	Rate	FV/Pct	Value
A	51 MOUNTAIN L E		100.00		500.00		50000
			Total Land Value	100.000			50000
Total Property Value							50000



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J4	HENRY CECIL HAWKINS, ET AL	2HH209031	760761	1238 Hurley Runyon Road, Vansant; Little Fox Creek AC 1; Prater District
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Legal Description: LITTLE FOX CREEK 0 0

AC 1 1\$2 HAWKINS, CECIL HENRY

Plat Book/Page: 0000 / No Page

Deed Book/Page: 0542 / 480

Instrument: 00 00

Occupancy: DWELLING

Dwelling Type: FRAME

Use/Class: SINGLE FAMILY COUNTY

Acreage: 1.500

Year Assessed: 2021

Year Built: 1978

Land Use:

Zoning:

Year Remodeled:

Total Mineral: \$0

District: 05 PRATER

Year Effective: 1950

Total Land: \$6,500

MH/Type:

On Site Date: 10/08/2020 **Total Improvements:** \$9,800

Condition: POOR

Review Date:

Total Value: \$16,300



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