

**NOTICE OF DELINQUENT TAXES
AND SALE OF REAL PROPERTY
COUNTY OF RUSSELL, VIRGINIA**

Pursuant to Virginia Code §58.1-3975, the following real property will be auctioned for sale to the highest bidder at a simulcast (with online and in person bidding) public auction to be held at **139 Highland Drive, Lebanon, Virginia 24266**, on **May 20, 2024** at **10:00am**.

The sale of such property is subject to the terms and conditions below, and any terms or conditions which may be posted or announced 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.

	<u>Property Owner(s)</u>	<u>Tax Map No.</u>	<u>TACS No.</u>	<u>Property Description</u>
N1	Barbara Mickles Owens	67R-2260	158849	Garden Road Lot; Unimproved parcel; New Garden Magisterial District
N2	Timothy and Rendy Hale	159R-IB- 2189	678113	192 Lower Bear Wallow; Lot 97, Unimproved parcel; Subv. B; Castlewood Magisterial District
N3	Genesis Enterprises, LLC	64L-IE-77	158754	McFarlane Lane; Lot 77, Dale Subv.; Unimproved parcel; Lebanon Magisterial District
N4	Robert Hale, II	66R-43	468018	Cedar Cliff Road, Kents Ridge Gardner; New Garden Magisterial District
N5	Shirley O. Christian	138R-2304	157998	US Highway 58; Copper Creek; Unimproved parcel; Lebanon Magisterial District
N6	Frederick Allen Hafley	37R-374B	158696	Mountain Road; Indian Creek; Unimproved parcel; Lebanon Magisterial District

GENERAL TERMS OF SALE: The Treasurer 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 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 pay the high bid in full, along with the buyer's premium and deed recording costs, following the close of the auction. **There will be a 10% buyer's premium, subject to a minimum of \$150, added to the winning bid.**

Terms applicable to In-Person Bidders ONLY: The highest bidder shall make payment in full on the day of the auction. All payments must be made in the form of personal check, traveler's 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 full balance due must be received within seven (7) days following the auction closing (no later than May 28, 2024).** All payments must be made in the form of certified funds, cashier's check, money order or wire transfer. Cashier's checks and money orders shall be made payable to County of Russell and forwarded to TACS, at the address shown below. Cash and personal checks will not be accepted. 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. 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

**PURCHASER'S ACKNOWLEDGEMENT AND
CONTRACT OF SALE**

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

Property Owner:

Tax Map Number:

Account Number:

TACS Number:

Bid Amount: \$_____

Buyer's Premium: \$_____

Deed Recordation Fee: \$_____

Credit Card Hold: \$(_____)

Total Due: \$_____

I understand that the above-referenced "Total Due" is required to be paid today. 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, unknown liens, 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 these limitations. 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 a Special Warranty Deed will be prepared after payment clearance and that the same will be forwarded to the County of Russell Circuit Court Clerk's Office for recordation. I understand that I will receive the entered Deed as soon as the same is made available and that I have no right of entry upon the property until such time as the deed is recorded as anticipated herein.

I understand that I will be responsible for any real estate taxes on this parcel from the date of sale (May 20, 2024). I further understand that in the event I owe delinquent taxes to the above-named locality, that this contract shall become 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 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 also understand that if I fail to comply with this Purchaser's Acknowledgment and Contract of Sale, I agree to forfeit all amounts paid and pay any charges incurred in collecting on the delinquent amount, that this real estate may be resold, and that I will be responsible for any deficiency upon resale.

_____ 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 May, 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

Property No. 1
Barbara Mickles Owens
TACS# 158849 Tax Map # 67R-2260

Parcel ID	67R2260
Tax ID	2260
Owner Name	OWENS BARBARA JOYCE MICKLES ET ALS
Owner Address 1	PO BOX 83
Owner Address 2	SWORDS CREEK VA 24649 83
Legal Description	GARDEN ROAD LOT
Deed Book	363
Deed Page	314
Acres	0
Improvement Value	\$0
Land Value	\$5,900



DISCLAIMER: The information on this page is NOT to be used as a LEGAL DOCUMENT. The map information displayed is believed to be accurate, but accuracy is not guaranteed.

Property No. 2
Timothy and Rendy Hale
TACS# 678113 Tax Map # 159-IB-2189

Parcel ID	159RIB2189
Tax ID	2189
Owner Name	HALE TIMOTHY OR RENDY
Owner Address 1	192 LOWER BEAR WALLOW
Owner Address 2	DANTE VA 24237 0
Legal Description	LOT 97 SUBV. B
Deed Book	0798
Deed Page	763
Acres	0
Improvement Value	\$5,000
Land Value	\$4,000



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Property No. 3
Genesis Enterprises, LLC
TACS# 158754 Tax Map # 64L-IE-77

Parcel ID	64LIE77
Tax ID	
Owner Name	GENESIS ENTERPRISES LLC C/O JOEY COLEMAN
Owner Address 1	321 ARCH BARRETT DR
Owner Address 2	ROSDALE VA 24280 0
Legal Description	DALE SUBV LOT 77
Deed Book	611
Deed Page	932
Acres	1.084
Improvement Value	\$0
Land Value	\$4,300



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Property No. 4
Robert Hale, II
TACS# 468018 Tax Map # 66R-43

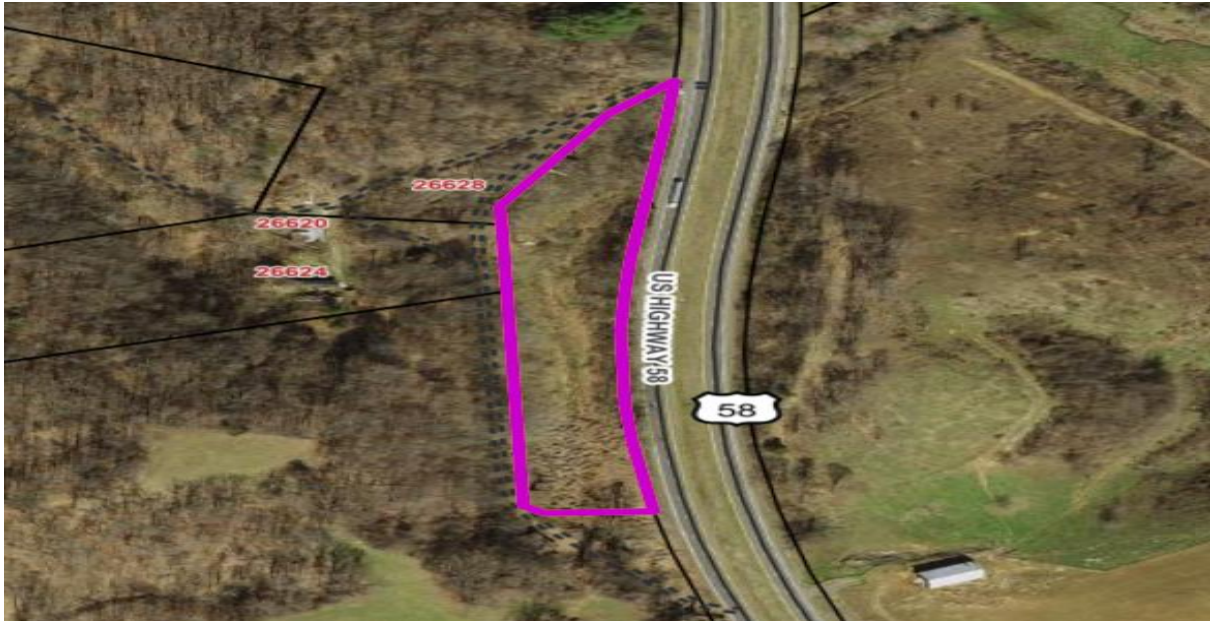
Parcel ID	66R43
Tax ID	43
Owner Name	HALE ROBERT II
Owner Address 1	4693 CEDAR CLIFF RD
Owner Address 2	HONAKER VA 24260 0
Legal Description	KENTS RIDGE GARDNER
Deed Book	0652
Deed Page	948
Acres	3.02
Improvement Value	\$0
Land Value	\$6,000



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Property No. 5
Shirley O. Christian
TACS# 157998 Tax Map # 138R-2304

Parcel ID	138R2304
Tax ID	2304
Owner Name	CHRISTIAN SHIRLEY D
Owner Address 1	1321 HOLYOKE ST
Owner Address 2	KINGSPORT TN 37664 2420
Legal Description	COPPER CREEK
Deed Book	364
Deed Page	423
Acres	2
Improvement Value	\$0
Land Value	\$9,500



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Property No. 6
Frederick Allen Hafley
TACS# 158696 Tax Map # 37R-374B

Parcel ID	37R374B
Tax ID	374B
Owner Name	HAFLEY FREDRICK ALLEN
Owner Address 1	29199 POOR VALLEY RD
Owner Address 2	SALTVILLE VA 24370 0
Legal Description	INDIAN CREEK
Deed Book	0520
Deed Page	847
Acres	1.36
Improvement Value	\$0
Land Value	\$5,400



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Russell County
VIRGINIA

"The Heart of Far Southwest Virginia"

tacs

TAXING AUTHORITY
Consulting Services, PC