

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

Pursuant to the terms of those certain Decrees of Sale entered in the Circuit Court of Grayson County, 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 **1117 East Stuart Drive, Galax VA 24333**, on **July 2, 2024 at 1:00 PM. Conference Room of Crossroads Institute**

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, Inc. (“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
J1	Clayton Daniel Beeman	47-2-2B	591512	2207 Flat Ridge, Troutdale
J2	George A. Kutz	53A-1-132	591428	Along Point Lookout Ln
J3	Louis Horton REMOVED	58-3-4 REMOVED	591545 REMOVED	45 Sandpiper Ln, Galax REMOVED
J4	Randall Akers	78-A-148	591381	Fairlane Lane
J5	Randall Akers	78-A-149B	591381	
J6	Shirley Temple Stamper	63-A-30	591442	14062 Higlands Pkwy, Whitetop
J7	Tony C. Funk	24-A-255F	436696	744 Taylors Chapel, Fries
J8	Tony C. Funk	71-A-89C-1	436696	33 Deer Ridge Dr., Independence
J9	Wilbur E Privett	30-A-45A	591406	481 Laurel Creek Rd., Troutdale

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://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 contact For Sale At Auction, Inc., at (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 July 9, 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 Grayson County 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 Grayson 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

Grayson County Judicial Properties Auction Booklet
July 2, 2024 at 1:00 PM

online at <https://www.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 804-548-4429, or by writing to the address below.

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

SAMPLE “Online bidders ONLY”
PURCHASER’S ACKNOWLEDGEMENT AND
CONTRACT OF SALE

PURCHASER’S ACKNOWLEDGEMENT AND CONTRACT OF SALE At that certain real estate tax sale which closed on _____, the undersigned was the highest bidder on the real estate described below, for a bid price of \$_____.

Case Name _____	Buyer’s Premium: \$ _____
Tax Map No. _____	Bid Deposit: \$ _____
Account No. _____	Credit Card Hold: \$(_____)
TACS No. _____	Total Due Now: \$ _____

I understand that the above-referenced “Total Due Now” is required to be **received** by TACS **no later than** _____ and that the balance and the deed recordation cost will be due within fifteen days after confirmation of this sale by the Circuit Court of the _____, Virginia.

Certified funds shall be made payable to _____ and forwarded to TACS at the address below. Wire transfer instructions will be provided on request. All payments must reference the Tax Map No. of the parcel. I understand that cash and personal checks will not be accepted. I understand that in the event my payment is returned, improperly tendered, or is otherwise not made, I may be liable for damages, the contract of sale may be voided, 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 auction closing date. I 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. 5

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 my electronic signature shall be considered true and accurate for the purposes of this transaction.

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.

High Bidder Electronic Signature

Date: _____

Bidder Name: _____

Street Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

Title will be taken in the name of:

Type of Interest: Tenants in Common Tenants by Entirety with ROS Joint Tenants with ROS N/A

If **purchaser** contact information is different from **bidder** contact information, please provide it below.

CERTIFICATION

It is hereby certified that TACS has received this Purchaser's Acknowledgment and Contract of Sale, signed and dated by the above-referenced bidder, on _____.

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

SAMPLE “In-person bidders ONLY”
PURCHASER’S ACKNOWLEDGEMENT AND
CONTRACT OF SALE

At that certain real estate tax sale which closed on Tuesday, July 2, 2024, the undersigned was the highest bidder on the real estate described below, for a bid price of \$_____.

Case Name: County of Grayson 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 Grayson, 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 (July 2, 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 2nd day of July, 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 J1

Tax Map No. 47-2-2B

Assessment: \$133,000

Clayton Daniel Beeman

TACS No. 591512

Property Description:

2207 Flat Ridge, Troutdale



Legal Disclaimer: Non-confidential real estate assessment records are public information under Virginia law, and internet display of non-confidential property information is specifically authorized by Virginia Code 58.1-3122.2. While Grayson County has worked to ensure that the assessment data contained herein is accurate, the County assumes no liability for any errors, omissions, or inaccuracies in the information provided for any reliance on any maps or data provided herein. Please consult the County records for official information.

Property J2

George A. Kutz

Tax Map No. 53A-1-132

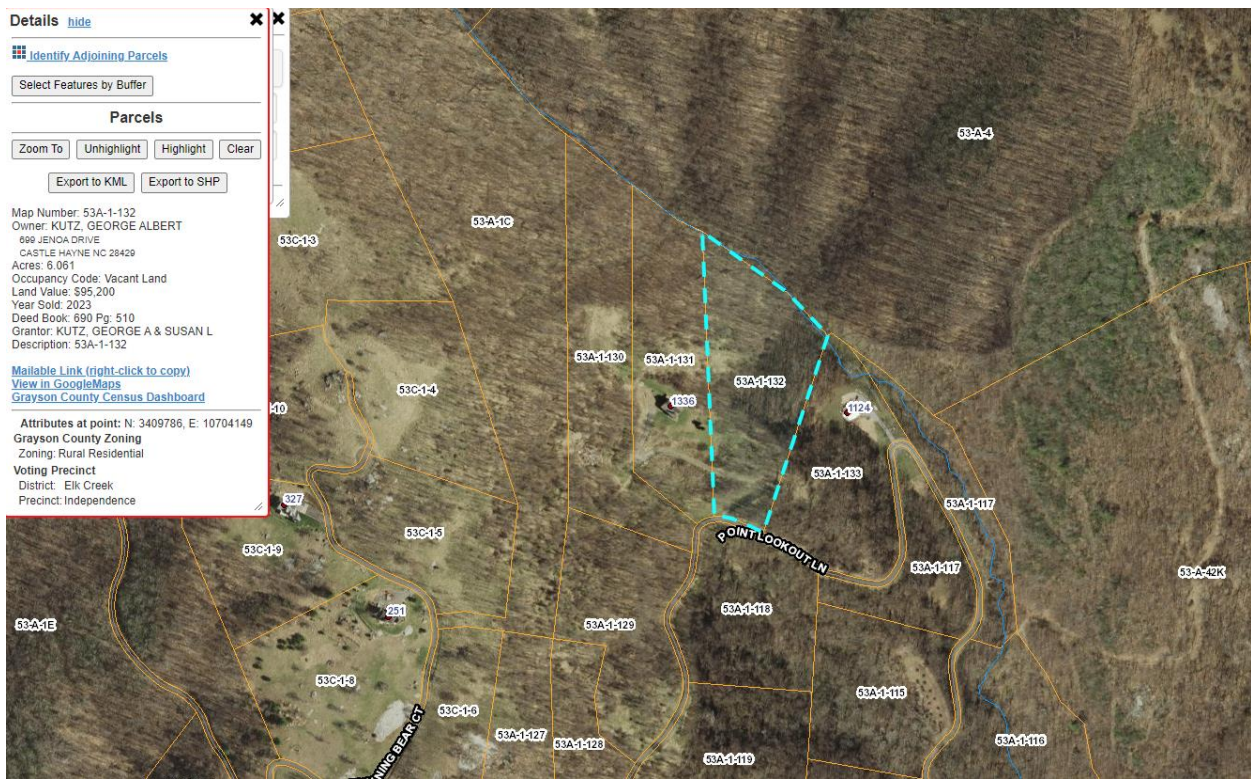
TACS No. 591428

Assessment: \$95,200

Property Description:

Along Point Lookout Ln

6.061+/- vacant lot



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Property J3

Louis Horton

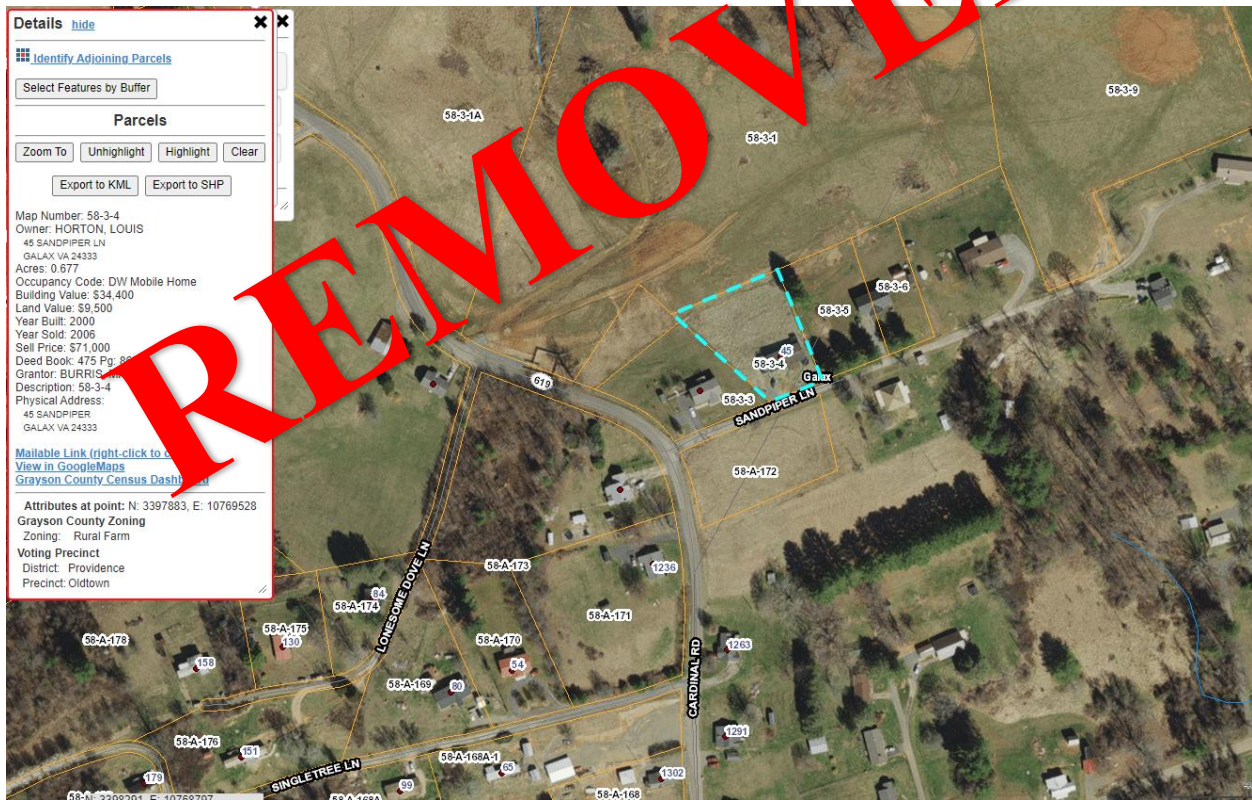
Tax Map No. 58-3-4

TACS No. 591545

Assessment: \$43,900

Property Description:

45 Sandpiper Ln, Galax
Double Wide mobile home



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Property J4

Tax Map No. 78-A-148

Assessment: \$108,200

Randall Akers

TACS No. 591381

Property Description:

Fairlane, Lane

4.0 +/- acres Mobile Home(s) assessed with parcel



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Property J4 con't

Randal Akers

Tax Map No. 78-A-149B

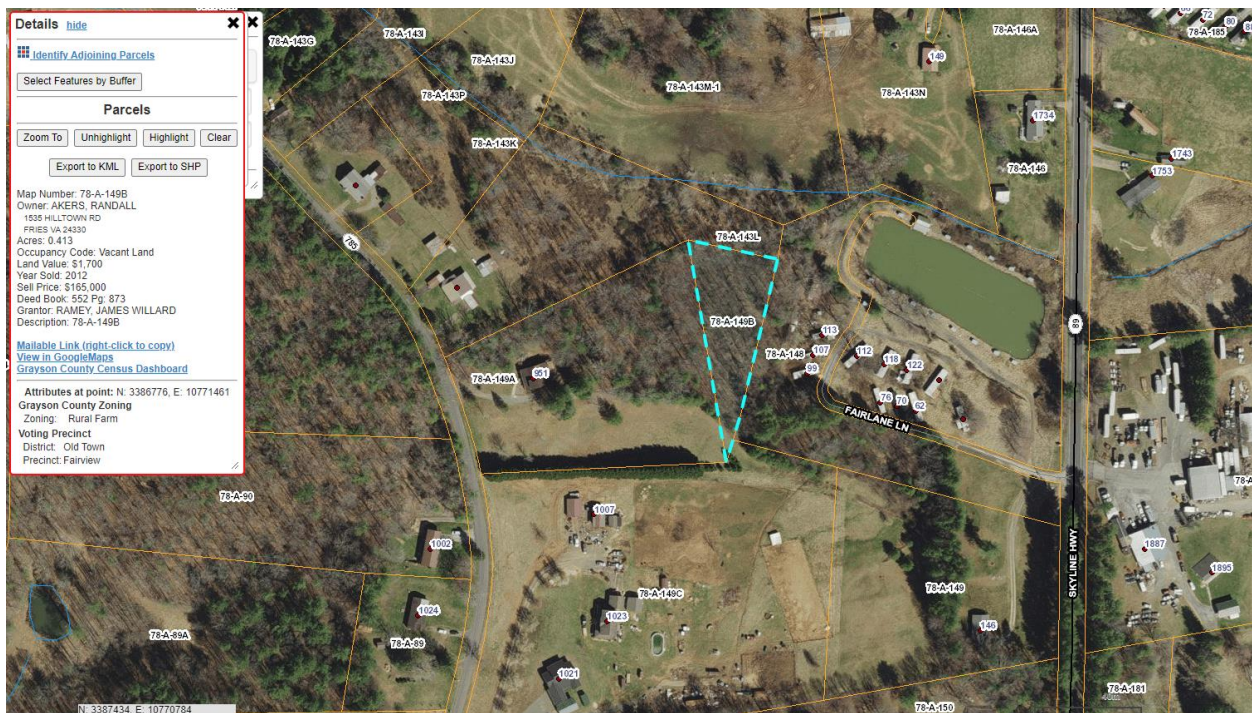
TACS No. 591381

Assessment: \$1,700

Property Description:

Adjoins 78-A-148

0.413 +/- vacant land



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Property J5

Shirley Temple Stamper

Tax Map No. 63-A-30

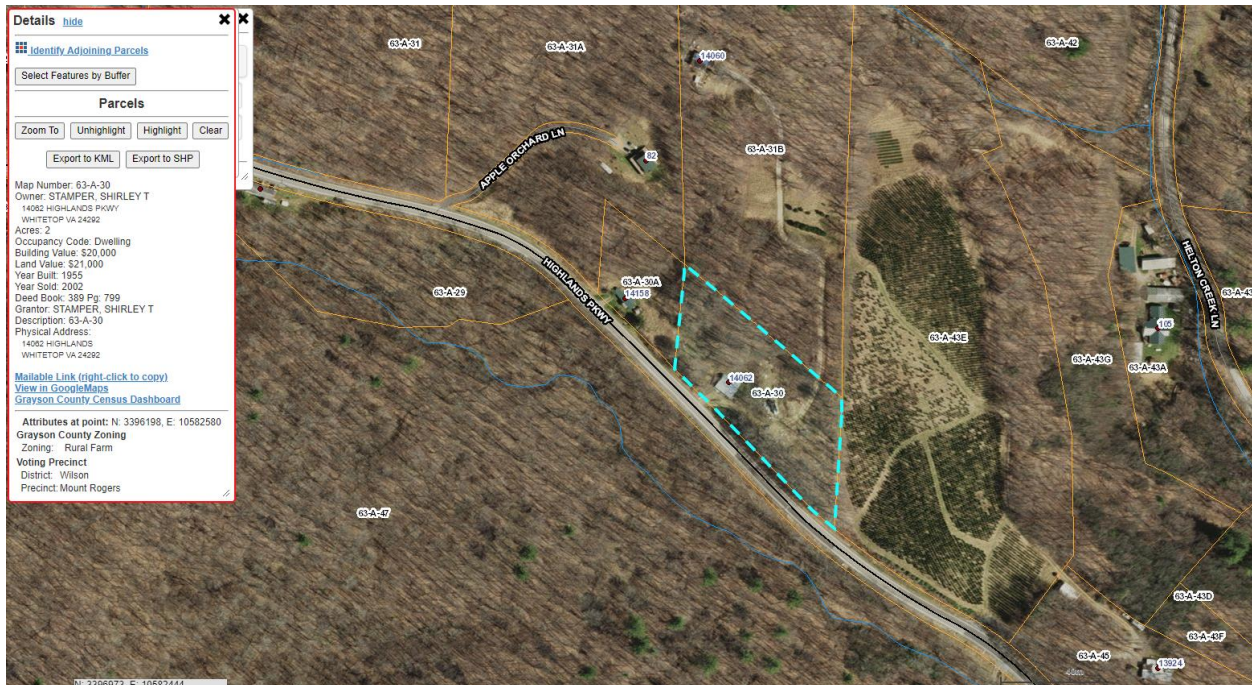
TACS No. 591442

Assessment: \$41,000

Property Description:

14062 Highlands Pkwy, Whitetop

2.0 +/- acres with dwelling



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Property J6

Tony C. Funk

Tax Map No. 24-A-255F

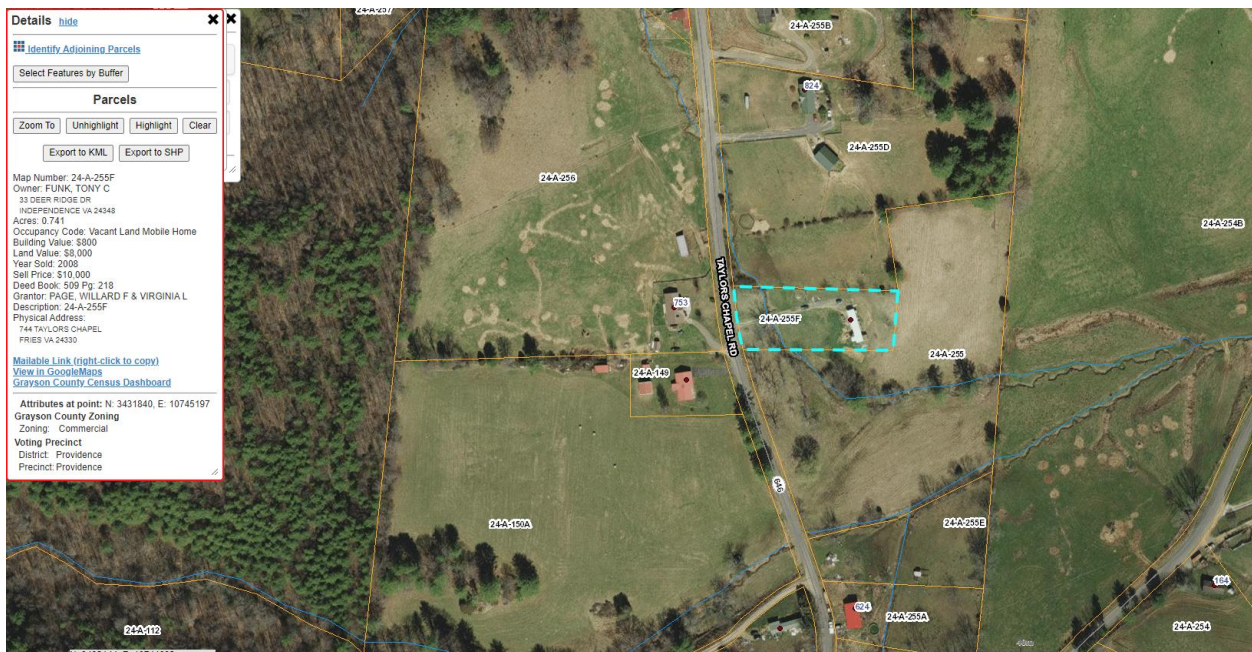
TACS No. 436696

Assessment: \$8,800

Property Description:

744 Taylors Chapel, Fries

0.741 +/- vacant lot with mobile home



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Property J7

Tony C. Funk

Tax Map No. 71-A-89C-1

TACS No. 436696

Assessment: \$186,500

Property Description:

33 Deer Ridge Dr. Independence



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Property J8

Tax Map No. **30-A-45A**

Assessment: **\$13,500**

Wilbur E. Privett

TACS No. **591406**

Property Description:

481 Laurel Creek Rd., Troutdale

3.0 +/- acres

Not mapped on GIS system

Map #:	30-A-45A	Tax Account Id:	447644
Property Location:	481 LAUREL CREEK	Zoning Code:	
Owner Name/Address:	PRIVETT, WILBUR E	Land Value:	13,500
	899 LAUREL CREEK RD	Improvement Value:	0
	TROUTDALE, VA 24378	Exempt Value:	0
		Total Assessed Value:	13,500
		Deductions:	None

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