#### NOTICE OF PUBLIC AUCTION SPECIAL COMMISSIONER'S SALE OF REAL ESTATE CITY OF BRISTOL, VIRGINIA

Pursuant to the terms of those certain Decrees of Sale entered in the Circuit Court of City of Bristol, the undersigned Special Commissioner will offer for sale at a live public auction the following described real estate at the City of Bristol Circuit Courthouse, located at 497 Cumberland Street, Bristol, Virginia 24201, on August 1, 2024at 10:00am.

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 Bart Long & Associates Realty and Auction, LLC ("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.	Account No.	TACS No.	Property Description
J1	Elsie L. Boyd	19-1-52	165263	592189	1315 Massachusetts Ave
J2	Gary Wood, Jr.	18-6-2	354015	803447	1148 Massachusetts Ave; Lot 2; John R. Dickey's Second Addition
Ј3	Fellas, LLC	38-3-45 & 38-3-46	150614	592183	Near Second Taylor St; Lots 45 & 46; Hobson Addition
J4	James E. Ratliff, et al.	19-1-55	2461	149616	140 Texas Ave
J5	Lillie Marie Rutledge	26-611-13B	155268	803461	139 Midland Cir; Lot No. 13B; 0.09 AC +/-
J6	A. C. Tetzlaff, et al.	28-115-18	159867	391988	664 Moore St
J7	Terry B. Diffenderfer, et al.	30-219-9	188913	803456	180 Madison St; Lot No. 9; BLK 19; Twin City Land & Improvement Company's Addition
Ј8	Richard Paul Carrier, et al.	18-6-39	57967	803477	540 Madison St; Lot 39; John R. Dickey's Addition
<b>J</b> 9	Rita Baines	423-2-A	31569	803453	140 Tracy St; 0.212 AC +/-

**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 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, at the conclusion of the auction. **There will be no buyer's premium added to the winning bids**. 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 (\$20,000.00) 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 of confirmation of the sale by the Court.

All payments must be made in the form of personal check, cashier's check or money order. **No** cash will be accepted.

**GENERAL TERMS**: To qualify as a purchaser at this auction, you may not owe delinquent taxes to the City of Bristol and you may not be a Defendant in any pending delinquent tax matter. Questions concerning the property subject to sale should be directed to TACS online at <a href="https://www.taxva.com">www.taxva.com</a>, by email to <a href="mailto:taxsales@taxva.com">taxsales@taxva.com</a>, by phone to 804-548-4418, or by writing to the address below.

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

### \*SAMPLE\*

#### PURCHASER'S ACKNOWLEDGEMENT AND <u>CONTRACT OF SALE</u>

At that certain real estate tax sale which closed on Thursday, August 1, 2024, the

undersigned was the \$	•	eal estate described below, for	a bid price of
Case Name: City of	Bristol v.	(Case No	)
Tax Map Number:			
Account Number: _			
TACS Number:			
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 City of Bristol, 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 (August 1, 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	
<u>CERTIF</u>	<u>FICATION</u>	
	Taxing Authority Consulting Services, PC	

#### Property J1\* - Elsie L. Boyd

Tax Map Number: 19-1-52 Account Number: 165263

Property Address: 1315 Massachusetts Ave

Land Value: \$10,000 Improvement Value: \$7,100 Total Value: \$17,100

Department: RE2024 Ticket No: 19240002 Frequency: Supplement No: 2 Name: BOYD ELSIE L Account No: 165263 Map ID: 19 1 52 Name 2: N/A Address: 1315 MASSACHUSETTS AVE **BRISTOL VA** 24201 Description: 75' 1315 MASSACHUSETTS AVE District: 01 Bill Date: 04/15/2024 Due Date: 12/05/2024 \$10,000 Land Value: Improvement \$7,100

#### Property J2\* - Gary Wood, Jr.

Tax Map Number: 18-6-2 Account Number: 354015

Property Description: Lot 2, John R. Dickey's Second Addition

Property Address: 1148 Massachusetts Ave

Land Value: \$10,000 Improvement Value: \$16,000 Total Value: \$26,000

RE2024 Department: Ticket No: 101970002 Frequency: Supplement No: 2 0 WOOD GARY JR 354015 Name: Account No: Name 2: N/A Map ID: 1862 Address: 1172 BROOK CT FRONT ROYAL VA 22630 Description: DICKEY ADD. LOT 2 1148 MASSACHUSETTS AVE District: 01 Bill Date: 04/15/2024 Due Date: 12/05/2024 Land Value: \$10,000 Improvement \$16,000

#### Property J3\* - Fella, LLC

Tax Map Number: 38-3-45 & 38-3-46

Account Number: 150614

Property Description: Near Second Taylor St,

Lots 45 & 46, Hobson Addition

Land Value: \$7,500 Improvement Value: \$0 Total Value: \$7,500

Department: RE2024 Ticket No: 36880002

Frequency: 2 Supplement No: 0

 Name:
 FELLAS LLC
 Account No:
 150614

 Name 2:
 N/A
 Map ID:
 38 3 45 46

Address: 139 DOUGLAS LN

BRISTOL TN

37620

Description: BARKERS REP. OF HOBSON

LOT 45 & 46

0 SECOND TAYLOR ST

District: 01

Bill Date: 04/15/2024 Due Date: 12/05/2024



#### Property J4\* - James E. Ratliff, et al.

Tax Map Number: 19-1-55 Account Number: 2461

Property Address: 140 Texas Avenue

Land Value: \$10,000 Improvement Value: \$20,100 Total Value: \$30,100



#### **Property J5\* - Lillie Marie Rutledge**

Tax Map Number: 26-611-13B Account Number: 155268

Acres: 0.09 +/-

Property Description: Lot No. 13B Property Address: 139 Midland Circle

Land Value: \$10,000 Improvement Value: \$19,600 Total Value: \$29,600

26 611 13B

Map ID:

 Department:
 RE2024
 Ticket No:
 80800002

 Frequency:
 2
 Supplement No:
 0

 Name:
 RUTLEDGE LILLIE MARIE
 Account No:
 155268

Name 2: N/A
Address: 139 MIDLAND (

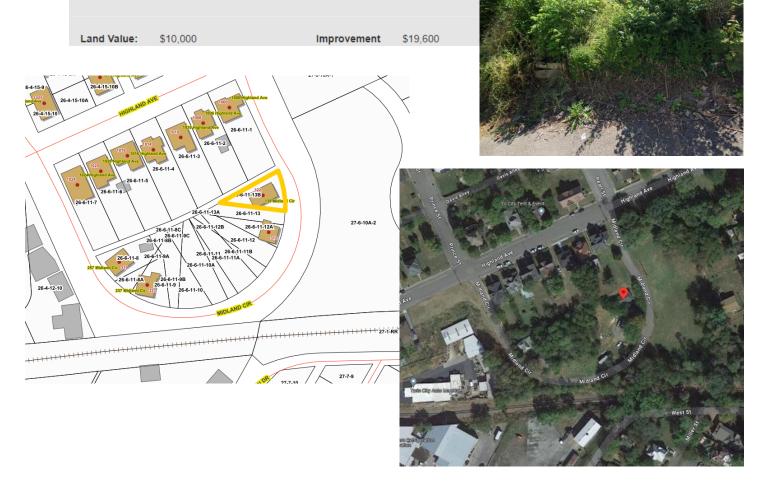
139 MIDLAND CIR BRISTOL VA

24201

Description: B.L. CO. LOT PT. 5

BLK 11

139 MIDLAND CIR



#### Property J6\* - A. C. Tetzlaff, et al.

Tax Map Number: 28-115-18 Account Number: 159867

Property Address: 664 Moore Street

Land Value: \$10,000 Improvement Value: \$26,900 Total Value: \$36,900



# Property J7\* - Terry B. Diffenderfer, et al.

Tax Map Number: 30-219-9 Account Number: 188913

Property Description: Lot No. 9, Block 19, Twin City Land

& Improvement Company's Addition Property Address: 180 Madison Street

Land Value: \$10,000 Improvement Value: \$3,600 Total Value: \$13,600



# Property J8\* - Richard Paul Carrier, et al.

Tax Map Number: 18-6-39 Account Number: 57967

Property Description: Lot 39, John R. Dickey's Addition

Property Address: 540 Madison Street

Land Value: \$10,000 Improvement Value: \$20,100 Total Value: \$30,100



#### **Property J9\* - Rita Baines**

Tax Map Number: 423-2-A Account Number: 31569 Acres: 0.212 +/-

Property Address: 140 Tracy Street

Land Value: \$17,500 Improvement Value: \$85,600 Total Value: \$130,100



# NOTES

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