### NOTICE OF DELINQUENT TAXES AND SALE OF REAL PROPERTY COUNTY OF SCOTT, 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 the **County Office Building Board Room, 190 Beech Street, Gate City,** on **August 26, 2024** at **12:00 PM**.

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.

	Property Owner(s)	Tax Map No.	Account No.	TACS No.	Property Description
N1	Betty Wolfe	146A2-1-6-13	13993	318928	Vacant; off Elliott Drive, Gate City
N2	Nannie Ison	125-A-147	3381	97061	Vacant; off Reed Hollow Road, Gate City
N3	Teresa Gay Sturgill	165-A-64	4394	319100	Vacant; near Stanley Valley Road, Gate City
N4	William Jon Lane	98-A-38C	19904	318803	Purchase Ridge Road, Duffield
N5	Agnes Lay Kiser	4A-A-12	5989	61176	Vacant; near Osborne Ridge Road, Coeburn
N6	Eugene Hartsell Swartz	120A-1-6-9	3777	59634	Vacant; off US Highway 23 South, Duffield
N7	J. Hop Quillen	143-1-Q3	4300	407821	Vacant; off Daniel Boone Road, Gate City

**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 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.

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 \$150.00, added to the winning bid.

<u>Terms applicable to In-Person Bidders ONLY</u>: 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. <u>No cash will be accepted.</u>

**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 <u>received</u> within seven (7) days following the auction closing (no later than September 2, 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 Scott 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 Scott. 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) 612-0629, 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, August 26, 2024 the undersigned was the highest bidder on the real estate described below, for a bid price of \$\_\_\_\_\_.

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

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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 Scott, 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.

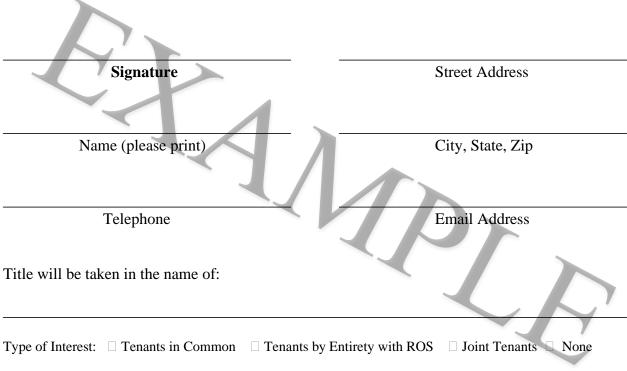
I understand that I will be responsible for any real estate taxes on this parcel from the date of sale (August 26, 2024). I further understand that in the event I owe delinquent taxes to or am named as a Defendant in any delinquent tax suit filed by the above-named locality, that this contract

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.



# **CERTIFICATION**

It is hereby certified that the above-referenced purchaser has, on this 26th day of August 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

#### **Betty Wolfe**



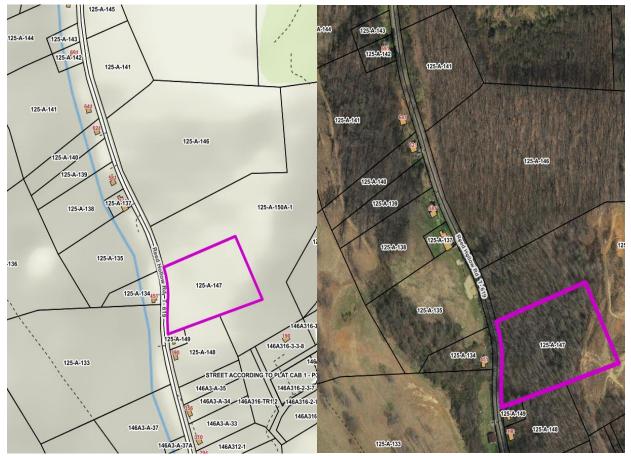
Owner: Betty Wolfe Tax Map No.: 146A2-1-6-13 Account No.: 13993 Land Value: \$6,000 Improvement Value: \$

**Total Value:** \$6,000

Acreage: n/a

Property Description: Vacant; off Elliott Drive, Gate City

#### Nannie Ison



**Owner:** Nannie Ison

**Tax Map No.:** 125-A-147

Account No.: 3381

Land Value: \$5,300

**Improvement Value:** \$

Total Value: \$5,300

Acreage: ±3.50

Property Description: Vacant; off Reed Hollow Road, Gate City

#### **Teresa Gay Sturgill**



**Owner:** Teresa Gay Sturgill

**Tax Map No.:** 165-A-64

Account No.: 4394

Land Value: \$600

**Improvement Value:** \$

Total Value: \$600

Acreage:  $\pm 0.10$ 

Property Description: Vacant; near Stanley Valley Road, Gate City

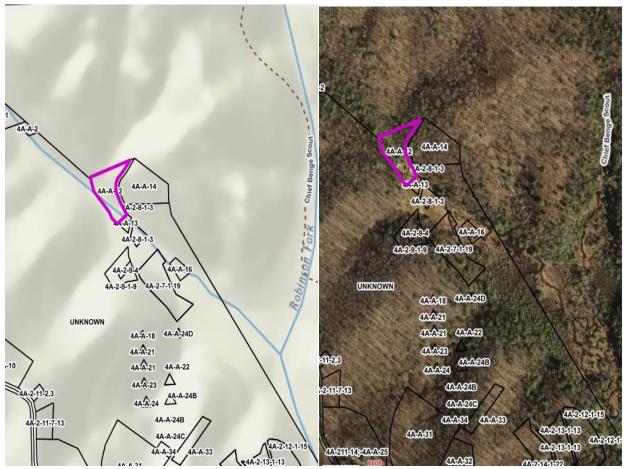
#### William Jon Lane



Owner: William Jon Lane Tax Map No.: 98-A-38C Account No.: 19904 Land Value: \$2,800 Improvement Value: \$ Total Value: \$2,800 Acreage: ±0.99

Property Description: Purchase Ridge Road, Duffield

#### **Agnes Lay Kiser**



**Owner:** Agnes Lay Kiser

Tax Map No.: 120A-1-6-9

Account No.: 3777

Land Value: \$2,000

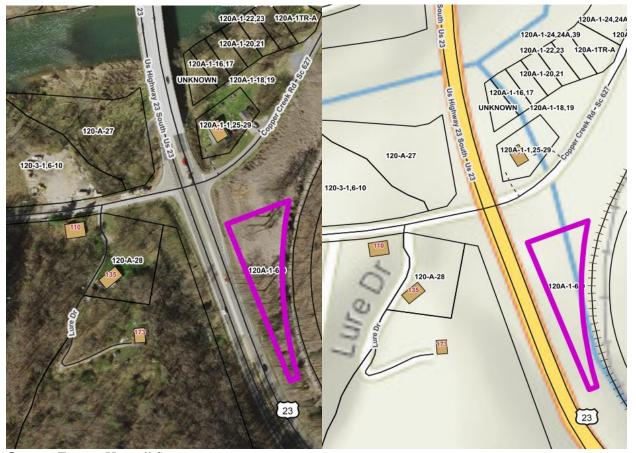
**Improvement Value:** \$

Total Value: \$2,000

Acreage:

Property Description: Vacant; near Osborne Ridge Road, Coeburn

#### **Eugene Hartsell Swartz**



Owner: Eugene Hartsell Swartz Tax Map No.: 4A-A-12 Account No.: 5989 Land Value: \$3,500 Improvement Value: \$ Total Value: \$3,500 Acreage: ±0.63

Property Description: Vacant; off US Highway 23 South, Duffield

# J. Hop Quillen



Owner: J. Hop Quillen

**Tax Map No.:** 143-1-Q3

Account No.: 4300

Land Value: \$7,500

**Improvement Value:** \$

Total Value: \$7,500

Acreage: ±0.12

Property Description: Vacant; off Daniel Boone Road, Gate City