

Halifax County, VA - Judicial & Non-Judicial Sales of Tax Delinquent Real Estate

Timed Public Auction!* *Online Bidding Only!

Auction Closes: June 11, 2020 @ 11:00 A.M.

GENERAL TERMS OVERVIEW: This real estate is being sold subject to the Terms and Conditions stated herein and in the Purchase Contract, and is being conducted utilizing a “Timed, Online-Only Public Auction” bidding process which will begin on, or about, Friday, May 8, 2020, and will close on, or about, Thursday, June 11, 2020 at 11:00 A.M. All interested bidders must register and be approved by the Auction Firm. Registration and bidding is done through the Auction Firm website (www.ForSaleAtAuction.Biz).

All properties are sold As-Is, Where-Is, and If-Is, without any guarantees or warranties, expressed or implied, whatsoever. All sales are subject to approval of the Circuit Court &/or attorney for the County Treasurer’s Office. A 10% Buyer’s Premium (or minimum of \$100, whichever is greater) will be added to the highest final bid and will become a part of the Total Sales Price. A non-refundable deposit of 20% of the total sales price or \$1,000, whichever is more, is required within 24 hours following the auction close. The high bidders will receive their Purchase Contracts via email following the close of the auction for immediate execution via “DocuSign”. The signed contracts should be immediately returned to the Auction Firm for subsequent delivery to the Special Commissioner. Payment must be made directly to the Special Commissioner’s office either by bank wire transfer (successful high bidder will be provided with bank routing information upon completion of the auction) or by major credit card (understanding the credit card charge is not disputable by the account holder under any circumstances). The balance of the purchase price is due, in full, upon confirmation of the sale by the court (Judicial Sale properties), or the attorney for the County Treasurer’s Office (Non-Judicial Sale properties). Upon bid approval, the Buyer shall immediately proceed with closing as directed by the Special Commissioner’s office.

The Special Commissioner will transfer the property by Special Warranty Deed. The sale is not contingent upon the purchaser obtaining financing or any other matters. Obtaining financing, if needed, is the sole responsibility of the Purchaser. By bidding, all bidders hereby waive their rights to any post sale rights of rescission periods & understand their bid is immediately binding & irrevocable. No loan points payments, closing cost assistance, or any other purchase incentive is being offered. While all information regarding this property has been derived from sources deemed reliable and believed correct; neither the Special Commissioner, Auction Firm, Treasurer’s Office, their employees or representatives, make any guarantees or warranties, expressed or implied whatsoever regarding any property including, without limitation: zoning, ability to subdivide, accessibility, fitness for a particular use or purpose, topography, soil type or content (including percolation rate of the soil for septic purposes), functionality of any systems, availability of public utilities, or merchantability of all or any part of the property. Bidders shall

rely solely upon information obtained through their own due diligence. Any reliance upon the information provided shall be solely at the Bidder's risk. These terms, as well as all additional and elaborated Terms below, and those stated in the Purchase Contract (**a sample of which is posted in the "Documents" section of the online auction**), become an inclusive part of the Purchase Contract.

Online Bidding Information, Further Terms, and Explanations

Thank you for your interest in this Timed Online-Only Auction of tax delinquent real estate being conducted by For Sale At Auction at the request of the Special Commissioner and attorney for the Halifax County, Virginia Treasurer's Office. This auction and conveyance of these properties shall be governed by, and your online registration indicates each bidder's agreement with the terms and conditions stated herein, in the "NOTICE OF SALE OF REAL PROPERTY", and in the Purchase Contract (a sample of which is posted in the "Documents" section of the online auction), all of which are collectively referred to herein as the "Terms of Sale."

In order to bid online for this auction, all bidders must be registered with For Sale At Auction through our Bidding Application (Available at the Apple App Store and Google Play - Just search "For Sale At Auction"), or through our website: www.ForSaleAtAuction.Biz. There is no fee to create your account. Once we receive your registration request, you will be contacted by an Auction Firm representative. He/She will then email you a form to provide proof of address, I.D., etc. for completion prior to being approved as a bidder for this auction. The Auction Firm must manually approve your bidder status prior to you having the ability to place your bids. By bidding, you are representing to the Special Commissioner and Auction Firm that you have read, and agree to be bound by, all Terms and Conditions for this sale as stated herein. **DO NOT BID unless you have read, and agree to be bound by, ALL of these non-negotiable Terms of Sale.**

FUNCTIONALITY OF THE AUCTION BIDDING APP: The online auction is controlled by "WaveBid" (our auction program software). The Auction Firm is not responsible for software functionality or lack thereof, internet malfunctions or connectivity issues, &/or bidding application or systems errors which could cause a bid to fail to be recognized, or fail to successfully register an interested bidder, or recognize their bid. In the event of any bidding platform errors &/or related issues, the property could sell to the previous high bidder of record. There is no recourse, or remedy, implied or offered, to any online Bidders in the event of any of the aforementioned issues.

THE AUCTION: Bidding is open to the general public (any who are registered and approved by the Auction Firm). The Auction Firm shall control all bid increments and retains the right to modify them at any time during the auction. Bidding will begin on, or about, May 8, 2020, and will begin closing on, or about, Thursday, June 8, 2020 @ 11:00 A.M. The Special Commissioner retains the right to remove any property from the auction process at any time, & for any reason. Any and all decisions made by the Special Commissioner shall be final and absolute, without further liability to any party.

A Brief Explanation of the Bidding Process Interested Bidders can bid online any time during the timed auction bidding period. This “Timed” method is similar to how eBay operates where Bidders can enter their maximum bid amounts and walk away (with the software handling your bid increases automatically thereafter), or you can proactively enter each bid individually... as you desire. You will receive a “push notification” whenever you are outbid by another Bidder. Any bid made in the closing seconds of the auction will extend the bidding time on that property for 2 minutes to allow the previous high bidder to be notified and have the opportunity to increase their bid. Please contact the Auction Firm with any questions or assistance with bidding.

BUYER’S PREMIUM, DOWN PAYMENT & CLOSING: A Buyer’s Premium of 10% of the high bid amount will be added to the final bid to determine the total sales price (For example: a high bid in the amount of \$10,000.00 will have a 10% Buyer’s Premium (\$1,000.00) added to the high bid for a total sales price of \$11,000.00. There is a minimum Buyer’s Premium of \$100. Please consider this Premium when placing all bids. The Buyer’s Premium is non-negotiable. A non-refundable deposit of 20% of the high bid amount or \$1,000, whichever is more, is required to be deposited with the Special Commissioner within 24 hours following the auction. Payment must be made by bank wire transfer, or by major credit card (Buyer understands the credit card charge is NOT disputable). The Buyer is responsible for real estate taxes from the date of the auction forward.

CONTRACT/DOCUMENT PROCESS: Following the close of the auction, the Purchase Contracts will be sent to the high bidders via email, for immediate execution, via “DocuSign”. The signed contracts shall be immediately returned to the Auction Firm.

CONTRACTUAL DEFAULT/NON-PERFORMANCE: If the Buyer fails to complete the transaction for ANY reason, their deposit will be forfeited and they will be held responsible for any deficiency in price upon resale and the costs of resale, among any other remedies allowed by law. BE ADVISED... State law allows the Special Commissioner the right to pursue legal action against Bidders/Purchasers who refuse to complete their contractual obligations. This may include, but is not limited to, suit to compel completion of the sale and/or criminal charges of fraud or other intentional act, as well as any other remedies available in law or in equity, including damages for any insufficiency between the original sales price and the price realized upon resale, as well as original expenses of sale and the expense of resale. In addition, any high bidder who fails to fulfill their contractual obligations will be banned from bidding at ALL future auctions conducted by this Auction Firm.

AS IS - WHERE IS SALE: This property is being sold strictly "AS IS, WHERE IS, IF IS" with no financing, inspections, or other contingencies of sale. The sale is immediately binding and irrevocable. Bidders must conduct their own due diligence and investigation of the property to determine suitability prior to placing any bids. Bidders must rely solely upon their own investigation and not on information provided by the Special Commissioner, County Treasurer's Office, Auction Firm, or any of their employees or representatives. Failure of a bidder to be fully informed on a property will not constitute grounds for claims or to cancel the sale. All information provided regarding this property was obtained from official public records &/or other sources deemed reliable and believed correct, but is not warranted or guaranteed whatsoever. Please, **DO NOT BID** if you have not completed your Due Diligence.

NOTICE By Bidding, you are entering into a legally binding contract. An online, public auction bid, is legal and binding. There will be no refunds or bid cancellations. The registered bidder is personally, financially, and legally responsible for their bids and actions, whether representing themselves, or acting as an Agent for another.