

LIVE AUCTION

10 TAX FORECLOSURE
RESALE PROPERTIES



City of Dallas

WEDNESDAY, OCTOBER 2ND @ 11:00 A.M.

Sale Site: J. ERIK JONSSON CENTRAL LIBRARY
COMMUNITY SHOWCASE (1ST FLOOR)
1515 YOUNG STREET, DALLAS, TEXAS 75201



**HUDSON &
MARSHALL**
AUCTION
MARKETING

Hudson and Marshall is pleased to offer 10 properties on behalf of The City of Dallas via a live public outcry auction on Wednesday, October 2nd at 11:00 a.m. Please inspect these properties and thoroughly review all the terms and conditions. The sale will be held at the J Erik Jonsson Central Library, Community Showcase (1st Floor), 1515 Young Street, Dallas, Texas, 75201 and you must attend the auction in order to purchase these properties. Should you have questions about the auction process or the terms and conditions please contact us at 800-841-9400. Hudson and Marshall



HELPFUL HINTS:

1. This is a LIVE auction only. You MUST be present to bid.
2. Registration begins at 10:00 A.M.
3. A "WRITTEN STATEMENT REGARDING DELINQUENT TAXES" IS REQUIRED TO REGISTER TO BID. **YOU MUST PERSONALLY APPEAR AT THE DALLAS COUNTY TAX OFFICE LOCATED AT 500 ELM STREET, STE 1200 TO OBTAIN THIS FORM.** It must be dated no more than 90 days from the date of Tax Resale Foreclosure Auction and prior to the expiration date on the form. The name on this form will also be the name you MUST register at the auction under and it will be the name that appears on your quit claim deed. The purpose of this form is to verify you or your entity, as a potential bidder, does not have any outstanding or delinquent property taxes. (Fees apply. Cash Only) **YOU MUST HAVE THIS FORM TO BID AT THE AUCTION!**
4. Dallas County Tax Office is open from 7:30 a.m. until 4:30 p.m. **The office is closed on Tuesdays.**
5. Bidder is responsible for post judgment taxes, penalties and interest due, if any.
6. There is a 5% Buyer's Premium on each property.
7. The winning bidder must remit a cashier's check or money order payable to the City of Dallas for the bid price, including the \$75.00 deed processing recording fee, plus a separate cashier's check or money order payable to Hudson & Marshall for the 5% Buyer's Premium **BEFORE 3:00 P.M. THE DAY OF THE AUCTION.** No extensions will be granted.
8. Research possible outstanding fees, zoning, easements, etc
9. Quit Claim Deed will be issued for the property. *The high bidder understands the City of Dallas, as trustee, is owner of the property until a quitclaim deed has been recorded. The City reserves the right to void any transaction prior to conveyance and all funds received will be returned.*
10. **PLEASE ALL READ TERMS & CONDITIONS**

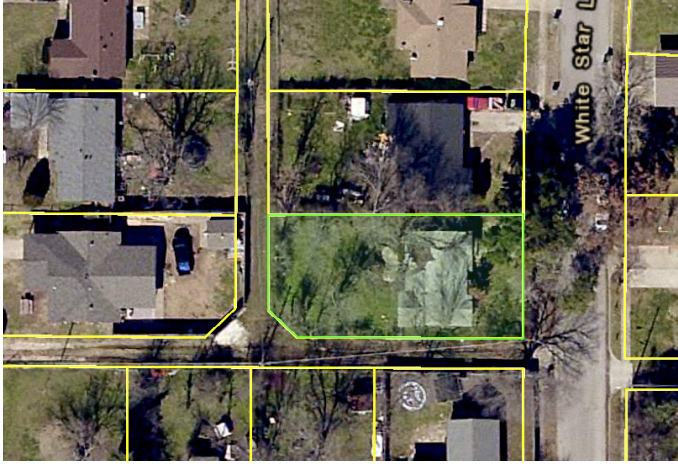
CALL HUDSON & MARSHALL AT 800-841-9400 IF YOU HAVE ANY QUESTIONS

If you have any interest in bidding on any of these properties, following are a few sources of information that may be helpful in your investigation and research:

1. Dallas Central Appraisal District - (214) 631-0910 www.dallascad.org Gives details of property by Owner, Account or Address under "Search Appraisals".
2. Dallas County: www.dallascounty.org
 - a. Dallas County Clerk, ROAM Official Public Records Search - (214) 653-7099
 - b. Dallas County Tax Office - (214) 653-7811 (To access property tax information - taxes due and post judgment taxes)

Information regarding the tax case files which contain documents associated with the foreclosure of a property, i.e., the Judgment, Order of Sale, Citations, etc., can be found in the District Clerk's Office, Records Department at the George L. Allen Sr. Courthouse, located at 600 Commerce Street, Dallas, Texas, 75202 (Telephone No. 214-653-6011). Advance notification may be required and fees may be charged to view or purchase documentation.

Property 101
317 WHITESTAR LANE
Parcel ID: 00000557122000000
Legal Description: GLENCREST PARK, BLK G/6265 LT 9
Judgement Years 1996 - 2017



Property 102
2400 DYSON STREET
Parcel ID: 00000222118000000
Legal Description: LINCOLN MANOR, BLK 15/2557 LTS 1 & 2
Judgement Years: 1992 - 2012



Property 103
1444 FIREBIRD DRIVE
Parcel ID: 00000645434500000
Legal Description: SINGING HILLS BLK 15/6898 LT 17
Judgement Years: 2011 - 2021



Property 104
11001 HARVEST ROAD
Parcel ID: 00000769708000000
Legal Description: HARVEST ACRES, BLK E/7777 LT 5
Judgement Years: 1992 - 2018



Property 105
8611 HONEYSUCKLE LANE
Parcel ID: 00000757222000000
Legal Description :BLK 7618, PT LOT 23 50X200
Judgement Years: 1978 - 1982, 1984 - 1996, 1998 - 2018



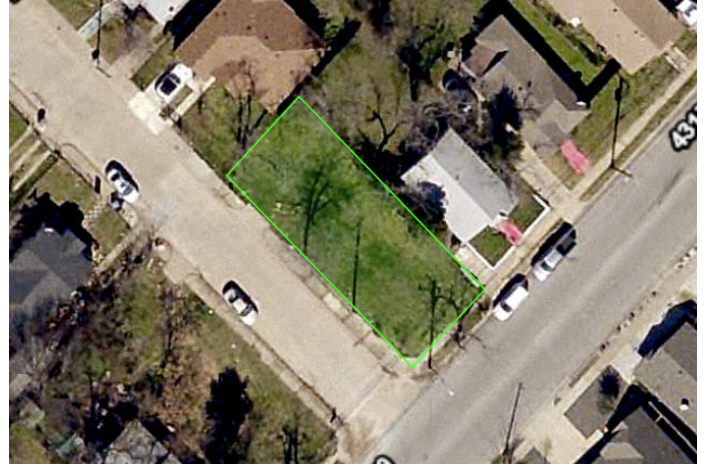
Property 106
REMOVED FROM AUCTION



Property 107
3607 SIDNEY STREET
Parcel ID: 00000323959000000
Legal Description: PT BLK 4458 LT14 & 65.2 FR BLK 4459
Judgement Years: 2003 - 2022



Property 108
4301 SPRING AVENUE
Parcel ID: 00000181114000000
Legal Description: SPRINGOW, BLK 29/1854 LT 32
Judgement Years: 2009 - 2022



Property 109
4107 SPRING AVENUE
Parcel ID: 00000179836000000
Legal Description: LA SPRING, BLK A/1841 LOT 1
Judgement Years: 2015 - 2021



Property 110
5115 WYNELL STREET
Parcel ID: 00000635092000000
Legal Description: GOLDMINE, BLK C/6854 LOT 8
Judgement Years: 1999 - 2019



For More Information Call
800-841-9400 or
Visit www.Auction-Dallas.com



TERMS AND CONDITIONS

SALE SITE: The live auction will be held Wednesday, October 2, 2024 @ 11:00 A.M. at the J Erik Jonsson Central Library, Community Showcase (1st Floor), 1515 Young Street, Dallas, Texas, 75201.

PRE-AUCTION REGISTRATION: A "WRITTEN STATEMENT REGARDING DELINQUENT TAXES" IS REQUIRED TO REGISTER TO BID. **YOU MUST PERSONALLY APPEAR AT THE DALLAS COUNTY TAX OFFICE LOCATED AT 500 ELM STREET, STE 1200 TO OBTAIN THIS FORM.** It must be dated no more than 90 days from the date of Tax Resale Foreclosure Auction. The name on this form will also be the name you MUST register at the auction under and it will be the name that appears on your quit claim deed. The purpose of this form is to verify you or your entity, as a potential bidder, does not have any outstanding or delinquent property taxes.(Fees apply.) **YOU MUST HAVE THIS FORM TO BID AT THE AUCTION!** Tax Office is open from 7:30 a.m. until 4:30 p.m. The office is closed on Tuesdays.

AUCTION DAY REGISTRATION: Auction registration begins at 10:00 A.M. In order to receive a bidder card you must present the original Written Statement Regarding Delinquent Taxes as detailed in the above paragraph. You will be required to complete a "No Conflict of Interest Statement" and "Form 1295 - Notice to Bidder Form" at the auction. You can view these forms at www.HudsonMarshall.com. If you have any questions please call 800-841-9400.

PLEASE NOTE: The name or entity that you use on your "Written Statement Regarding Delinquent Taxes" form will be used by the City of Dallas to issue your Quit Claim Deed. If you are buying property in an entity other than your individual name, such as, a LLC, LLLC, LLP, Corporation etc. the entity must be properly registered with the State you are authorized to do business in and must be in good standing as an active and compliant legal entity. The seller will verify all entities and those not properly registered will be rejected.

BUYER'S PREMIUM FEE: A buyer's premium fee of 5% (five percent) will be added to the high bid amount, and due on auction day.

PAYMENT REQUIREMENTS: The winning bidder must remit a cashier's check or money order payable to the City of Dallas for the bid price, including the \$75.00 deed processing recording fee, plus a separate cashier's check or money order payable to Hudson & Marshall for the 5% Buyer's Premium **BEFORE 3:00 P.M. THE DAY OF THE AUCTION.** No extensions will be granted.

NOTE: THE SALE OF ALL CITY OF DALLAS PROPERTY IS SUBJECT TO ALL EASEMENTS AND PUBLIC UTILITIES; ANY COVENANTS, CONDITIONS, AND RESTRICTIONS AS REFLECTED IN THE SUBJECT PROPERTY PLAT AND/OR DEED RESTRICTIONS THAT APPLY TO THE PROPERTY AND/OR THE CREATION OF ANY NEW RESTRICTION(S) AS DEEMED NECESSARY BY THE CITY OF DALLAS.

AUCTIONEER DISCLOSURE: THE AUCTIONEER AND ALL LICENSEES EMPLOYED BY OR ASSOCIATED WITH THE AUCTIONEER REPRESENT THE SELLER IN THE SALE OF THE PROPERTIES INCLUDED IN THE AUCTION.

- 1) The land and any improvements described shall be herein referred to as the "Property".
- 2) The term 'Bidder' shall include the individuals or entities submitting bid(s), their spouses, and any individual, their spouse or entity with a shared controlling interest.
- 3) The Bidder understands and agrees that the City of Dallas acquired the Property by a tax foreclosure resale. The Property is purchased "AS IS, WHERE IS, AND WITH ALL FAULTS."
- 4) It is the Bidders responsibility to check for outstanding or pending code enforcement actions, including, but not limited to repair or demolition orders.
- 5) It is the Bidders responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired.
- 6) The quitclaim of the Property to the maximum extent allowed by law is made on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and is subject to all visible and apparent taxes, penalties, interests, easements, and any other instruments that are of public record.
- 7) The Bidder represents they have read and fully understand sections 33.52 and 34.01 of the Texas Property Tax Code in its entirety, including all other applicable sections of the Texas Property Tax Code that relate to this transaction. The Bidder further understands and agrees to pay the post judgment taxes and the pro-rata (current year) Property taxes from the date of closing through all future years so long as said Bidder owns the Property. Post judgment taxes are taxes, penalties and interest that accrue after a judgment has been issued by a court up to the date Sheriff's Deed is recorded.
- 8) The Bidder understands and agrees that the City of Dallas acquired the Property by a tax foreclosure resale and said Bidder is familiar with the legal issues involved in such transactions and sale, including the subsequent resale to bidder(s) and/or purchaser(s), and the risks and limitations of such sales. Said Bidder represents that they are equally knowledgeable as the City of Dallas in these matters and transactions.
- 9) The Bidder agrees to accept a Quitclaim Deed to the Property. Said Bidder understands that there are no warranties or guaranties associated with a Quitclaim Deed and that such deed conveys only whatever interest the City of Dallas acquired in the Property, if any. The Bidder understands and agrees that the Quitclaim Deed is subject to the prior owner's right of redemption, if any. A sample copy of the Quitclaim Deed is can be found on our website.
- 10) The Bidder further understands and agrees that the City of Dallas shall have no responsibility or liability arising from the accuracy of any matter, fact, or thing relating to said Property. Further, the City of Dallas is not obligated and will not provide or pay for a survey, plat, any environmental review, study, or other related reviews, or documents. However, the Bidder may do so at their sole cost and expense.
- 11) There will not be any requests accepted for extension of payment, no exceptions. The City of Dallas reserves the right to reject any and all bids.
- 12) Properties are sold subject to the acceptance of the high offer by the Seller.
- 13) The Bidder understands that the City of Dallas will not provide a title policy for the Property.

14) In the event the winning bidder defaults on any portion of the Auction Terms and Conditions, the City of Dallas and Hudson & Marshall reserve the right to sell the property to the back-up bidder at their previous bid price. In this case, the back-up bidder will have until 3:00 PM the next business day to deliver full payment to the City of Dallas office at 320 E. Jefferson Blvd, Room 203, Dallas, TX 75203.

15) The City of Dallas is not responsible for any misrepresentations, failure of disclosures, errors, or any negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction. The City of Dallas, its officers, agents, and employees are released from any and all claims and cause of actions in conjunction with the bidding, terms, conditions, tax foreclosure, and sale of the Property.

16) To the maximum extent allowed by law, the City of Dallas expressly disclaims, and the Bidder expressly waives any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose.

17) Upon the Bidders death or mental incapacity, the Proposal submitted shall become null, void and unenforceable, and the City of Dallas shall have no further obligation to estate or guardian. On behalf of heirs or estate, the Bidder hereby waives any rights the Bidder may have to an award or conveyance of the Property in the event of the Bidders death or mental incapacity.

18) Bidder represents and states that they are not purchasing this property on behalf of the immediate and previous owner. Bidder represents that for any and all properties located within the City of Dallas that are owned by Bidder, including the individuals or entities submitting the proposal to purchase the property, their spouses and any individual, their spouse or entity with a shared controlling interest, that there are:

- 1) no outstanding City of Dallas judgments;
- 2) no tax delinquencies;
- 3) no unpaid liens or outstanding, open City Code violations;
- 4) no defaults on Municipal Court or District Court orders;
- 5) no assessments or fees owed to the City of Dallas;
- 6) no more than 1 citation per property within the last six (6) months for City Code violations;
- 7) no more than 2 citations per property within the last twelve (12) months for City Code violations;
- 8) no more than 1 mow/clean, securing or demolition lien on each property within the last twelve (12) months.

City Code violations are defined herein as high weeds, litter, illegal storage, junk motor vehicle violations, securing and zoning or structure violations; excluding parking on unimproved surfaces, bulky trash (put out too early for pickup) and signs. A citation that has been dismissed or the defendant found not guilty shall not be included in the determination of the number of citations issued.

19) The Bidder hereby waives and releases any rights the Bidder may have, either now or in the future, to undertake any legal or equitable action against the City of Dallas, itself and/or as Trustee, for any failure of the City of Dallas to properly advertise or notice the sale of the Property, or to properly conduct the sale of this Property, and hereby covenants not to sue the City of Dallas, itself and/or as Trustee, in connection with the advertisement, notice of the sale, or the sale of this Property.

20) All bidders buying property in an entity name will be required to complete and submit Form 1295 within two (2) business days following the auction. Information on this form can be found at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php#Q5 and filled out at www.ethics.state.tx.us/file.

21) The high bidder understands the City of Dallas, as trustee, is owner of the property until a quitclaim deed has been recorded. The City reserves the right to void any transaction prior to conveyance and all funds received will be returned.

Texas Licensing Information B. G. Hudson, Jr 6012; Robert Stephens Slocumb, Jr, Auctioneer 17129; Brad Pace, Broker 550615; Auctioneer 17359. Auctioneers are licensed and regulated by the Texas Department of Licensing & Regulation. Licensure with the Department does not imply approval or endorsement by the State of Texas. If you have an unresolved complaint or a compliment, please direct to the Texas Dept. of Licensing & Regulation, P. O. Box 12157, Austin, TX 78711. 512.463.6599 or 800.803.9202.

For More Information Call 800-841-9400 or
Visit www.Auction-Dallas.com