

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Dewayne P. Nygaard and Evelyn M. Nygaard

<u>AUCTION LOCATION</u> – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Tuesday, February 14th, 2023 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the "SOFT CLOSE".

<u>AUCTIONEER</u> – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with "Seller" to offer to sell at public auction certain real property.

OFFERING -

Legally described as:

- 1. Tax ID 70-37; Consisting of +/- 2.383 acres; Deed Book 481495
- 2. Tax ID 70-38; Consisting of +/- .5 acres; Deed Book 481495
- 3. Tax ID 70-38A; Consisting of +/- .5 acres; Deed Book 481495
- 4. Tax ID 70-39; Consisting of +/- 9.369 acres; Deed Book 481495
- 5. Tax ID 70-40; Consisting of +/- 7.25 acres; Deed Book 210000996
- 6. Tax ID 70-43; Consisting of +/- 1.349 acres; Deed Book 190000751
- 7. Tax ID 70-40A; Consisting of \pm 3.0 acres

More Commonly Known As: 166 Dahoon Dr., Wytheville, VA 24382

- Online Bidding Open NOW
- Online Bidding <u>Closes</u> on Tuesday, February 14th, 2023, at 4:00 PM (EST)

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) Bidding Registration: Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact Heather Gallimore at (540) 745-2005 or by email at brlanda@swva.net. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) Property Preview Dates: It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) Cash Offer/No Financing Contingency: By participating in this auction, bidders hereby agree that their bid shall <u>NOT</u> be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) Purchase Contract: Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by United Country | Blue Ridge Land and Auction no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for

- review online prior to placing any bids in the auction.
- 8) **Earnest Money Deposit:** A **\$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Wednesday, March 29**th, **2023**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) Online Auction Technology (Disclaimer): Under no circumstances shall Bidder have any kind of claim against United Country Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (pause) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the

end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction Owner, Real Estate Broker, Auctioneer, MBA 102 South Locust Street; PO Box 234 Floyd, VA 24091 540-239-2585 Gallimore.matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

DISCLAIMER:

Property being sold consists of 7 tax map parcels, which are as follows:

Tax ID 70-37; Consisting of +/- 2.383 acres Tax ID 70-38; Consisting of +/- .5 acres Tax ID 70-38A; Consisting of +/- .5 acres Tax ID 70-39; Consisting of +/- 9.369 acres Tax ID 70-40; Consisting of +/- 7.25 acres Tax ID 70-43; Consisting of +/- 1.349 acres Tax ID 70-40A; Consisting of +/- 3.0 acres

GIS mapping does not appear accurate when compared to the surveys. Auction Company used advanced mapping software and best efforts to accurately display boundary on the maps provided. Bidders are expected to do their own due diligence and surveys are considered to be the most dependable source when determining boundary and acreage. Surveys are also included in this bidder pack. Aerial and topographical maps used for illustration and marketing purposes only. They are believed to be accurate but not guaranteed.

Please note, the acreage is taken from the county tax cards.



Auction Services

+/- 24.35 acres

** Approximate Boundary. Refer to Survey. **

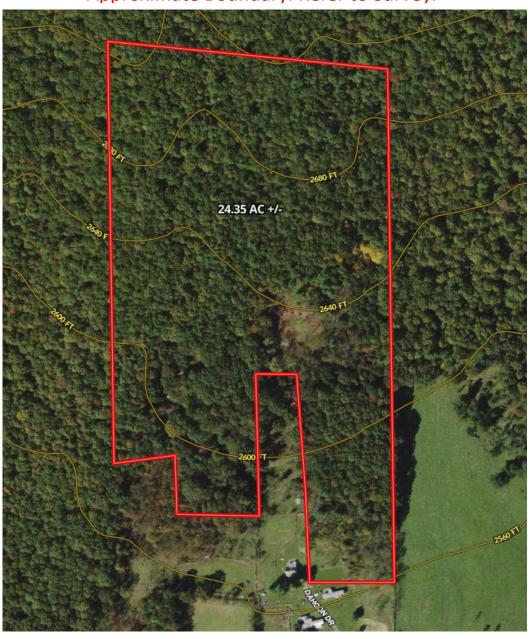




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+/- 24.35 acres

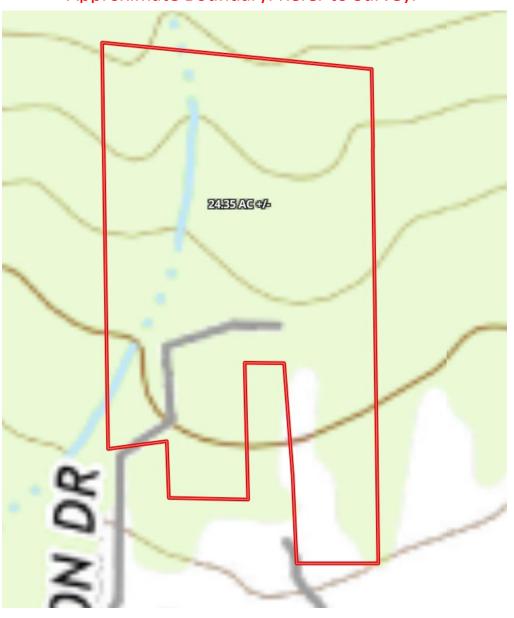
** Approximate Boundary. Refer to Survey.**





Topo

** Approximate Boundary. Refer to Survey. **





Neighborhood

166 Dahoon Dr., Wytheville, VA 24382

** Approximate Boundary. Refer to Survey. **



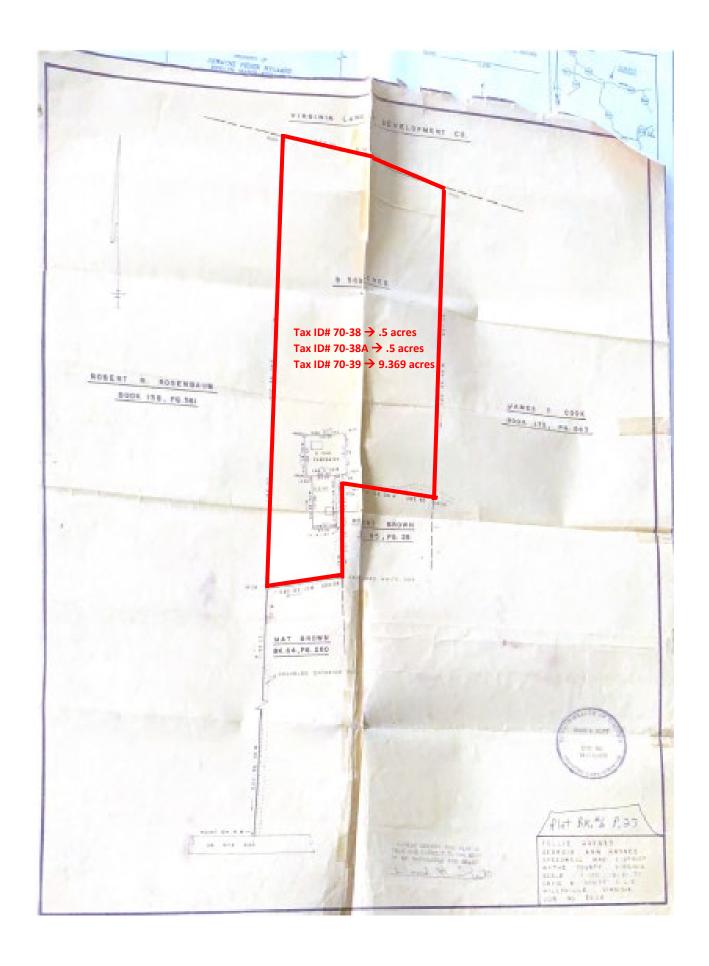


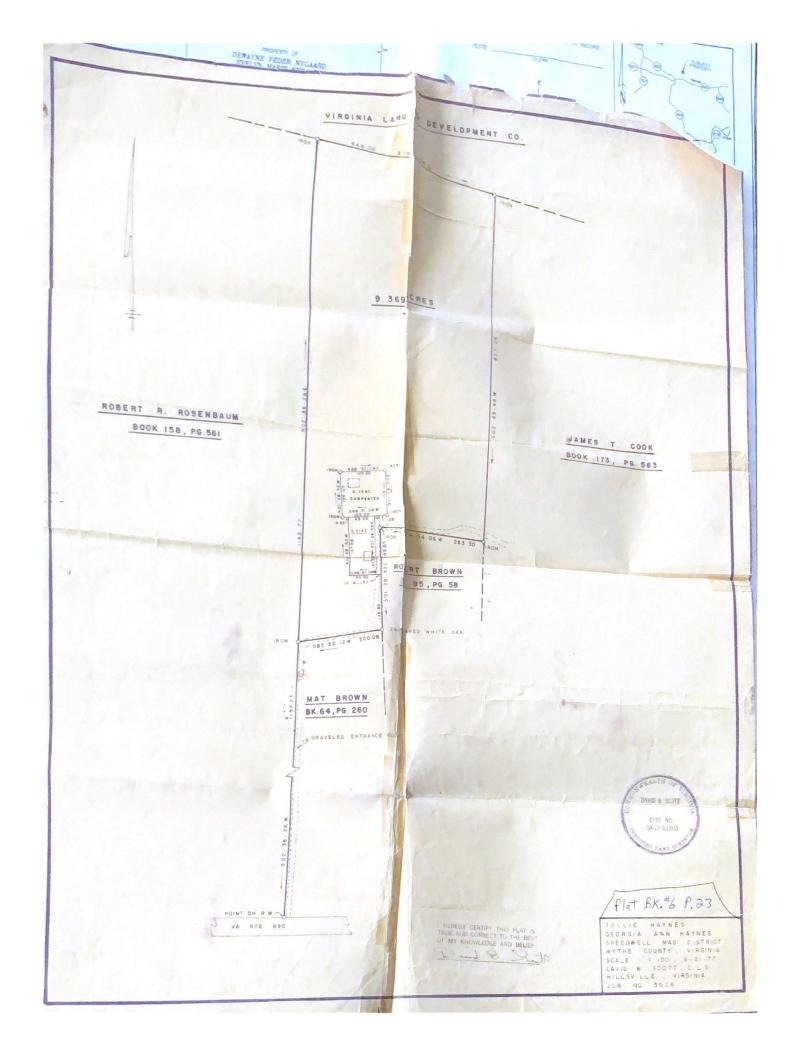
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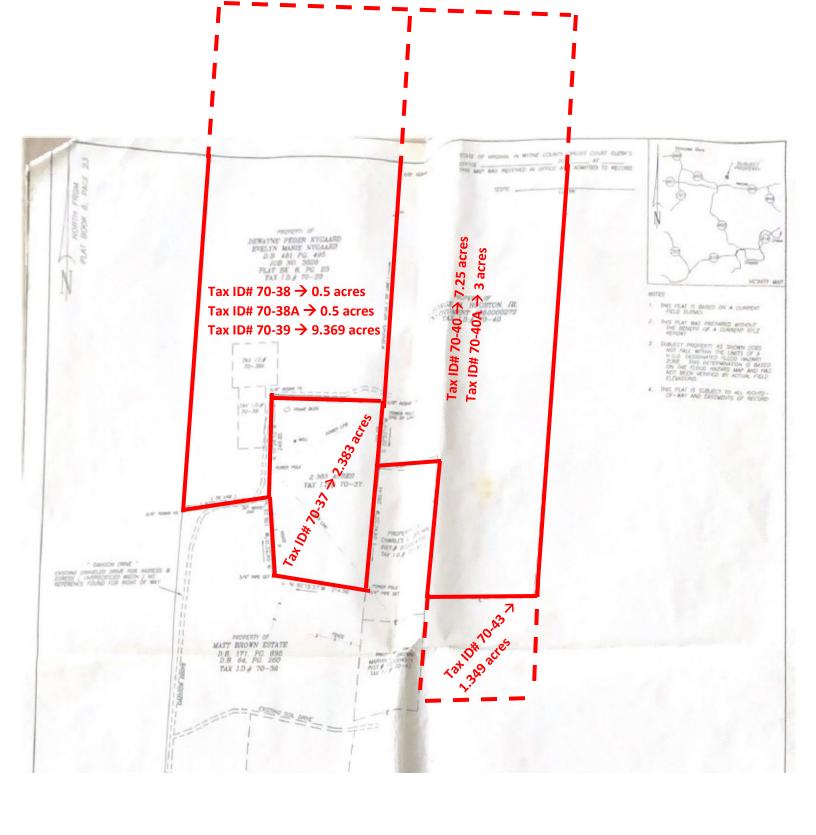
Auction Services

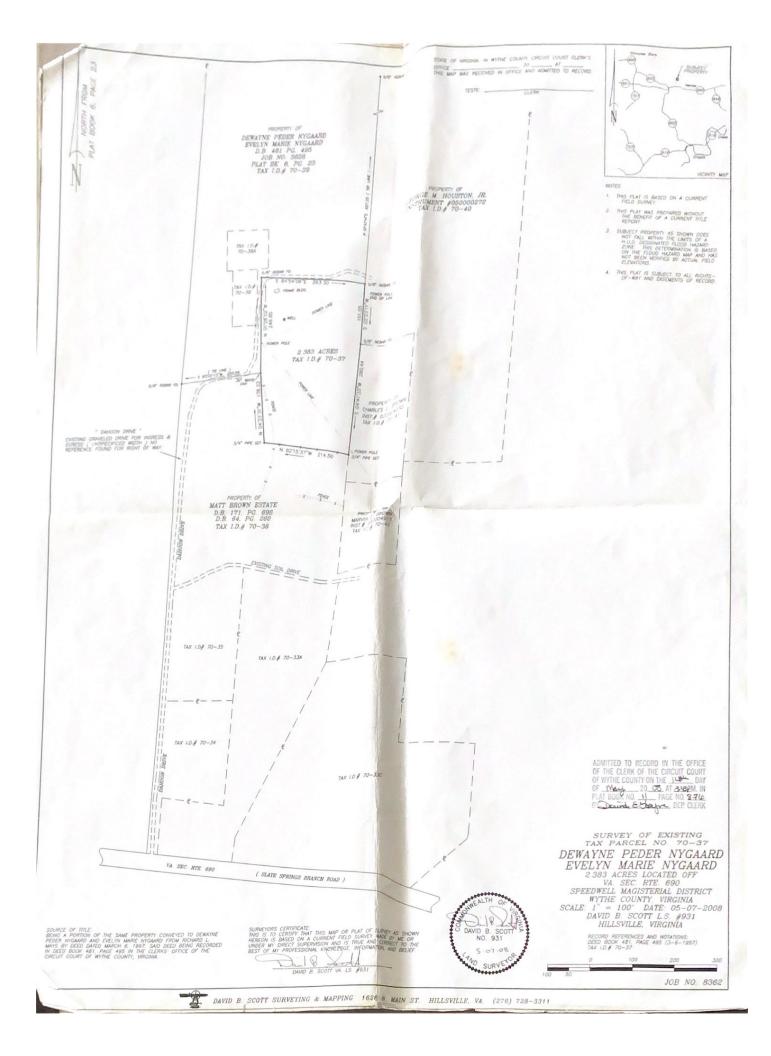
166 Dahoon Dr., Wytheville, VA 24382



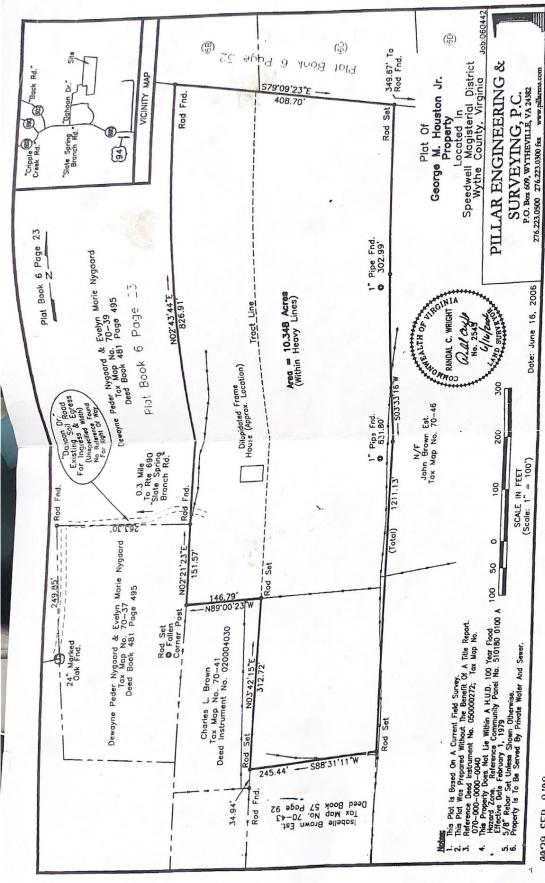




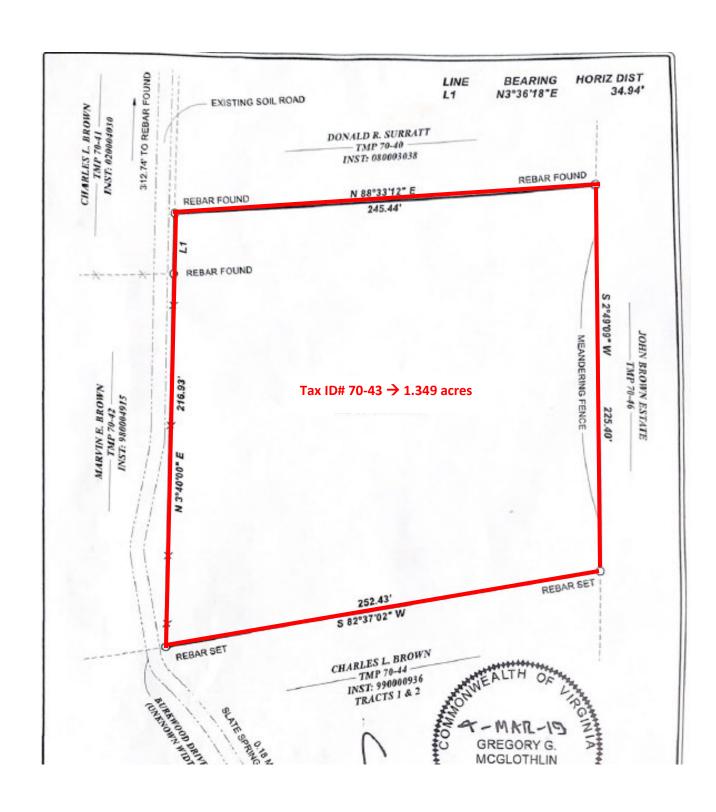


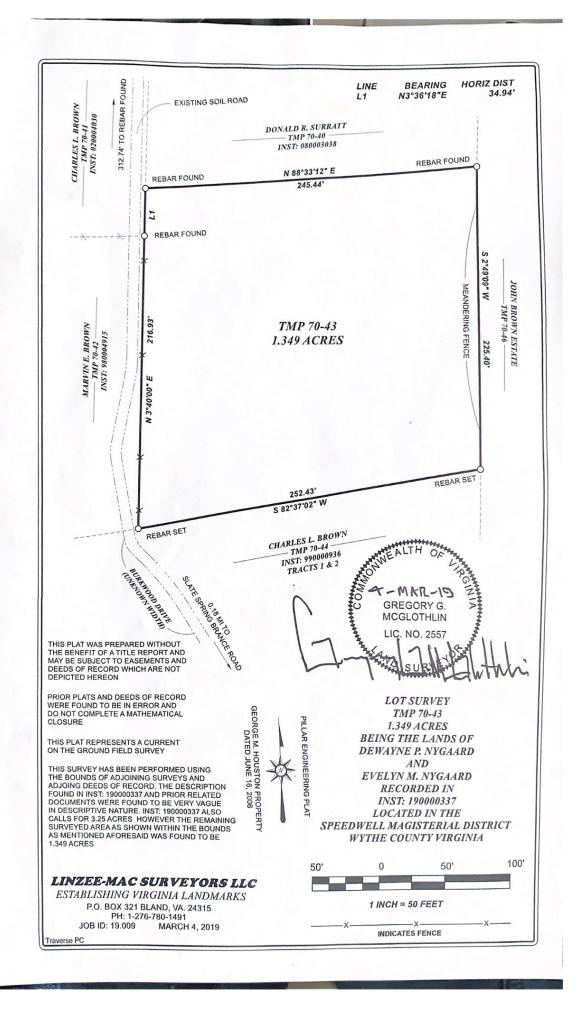


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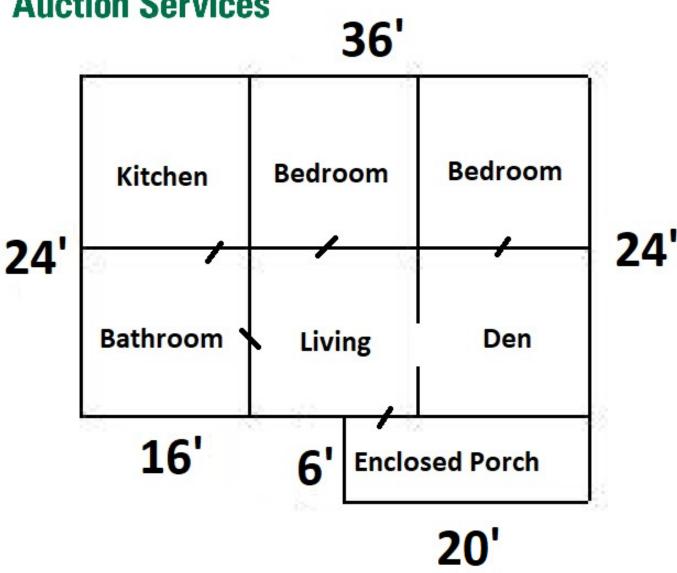






General Floorplan 864 Square Feet

Auction Services



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CONSTRUCTION DETAIL Cd Desc	ON DETAIL Description	CONSTRUCTION DETAIL Element Cd	ION DETAIL Cd	(CONTINUED) Description			
	Vacant Vacant Land	Total Area Basement Fin Bsmt Area	3				
# Units Roof Type Roof Cover Exterior Wall 1 Exterior Wall 2 Frame Type		i c					
Heat System Heat Fuel AC Type		Building Value New	alue New	10 A 110N			
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Interior Floor 3 Interior Floor 4 Total Room(s) Bedroom(s)		Year Remodeled Year Remodeled Depreciation % Functional Obsol					
Full Bath(s) Half Bath(s) Extra Fixture(s) Extra Kitchen(s)		Trend Factor Special Condition Condition % Percent Good		1.000			
Fireplace(s) Gas FPL(s) Extra Opening(RCNLD Dep % Ovr Dep Ovr Comment		0			
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count #	Map ID 70/ / 39/ 3974		OFF RT 690 Sec # 1 of 1	District: 04 Speedwell Card # 1 of 1	State Use SFD - Suburban - Vac Print Date 4/27/2022 2:17:15 PM
CONSTRUCTION DETAIL Element Cd Description	CONSTRUCTION DETAIL Element Cd	AIL (CONTINUED) Description			
00 Vacant 99 Vacant L	ga				
# Units # Coor Type Roof Cover Exterior Wall 1 Exterior Wall 2					
Frame Type Heat System	COST / MARKET VAL	. VALUATION			
Heat Fuel AC Type Interior Wall 1	Building Value New	0			
Interior Wall 2 Interior Wall 3 Interior Floor 1 Interior Floor 2	Year Built Effective Year Built Condition Code Remodel Rating	0		No Sketch	
Interior Floot 3 Interior Floor 4 Bedroom(s) Full Bath(s)	Year Remodeled Depreciation % Functional Obsol External Obsol	6			
Half Bath(s) Extra Fixture(s) Extra Kitchen(s) Fireplace(s)	Special Condition Condition % Percent Good RCNI D	0			
Gas FPL(s) Extra Opening(Chimney(s) Foundation Basement	Dep % Ovr Dep Ovr Comment Misc Imp Ovr Misc Imp Ovr Cost to Cure Ovr Cost to Cure Ovr				
OB - OUTBUIL DING & YARD ITEMS(L) Description L/B Units Unit Price Year	S(L) / XF - BUILDING EXTRA FEATUR ear Cond. Cd Percent Grade Grade	rTURES(B) Srade Adj. Appr. Value			
BUILDING SUB-ARFA	SHIMMARY SECTION				
Description Living Area	Floor Area Eff Area	Unit Cost Undeprec Value			
Ttl Gross Liv / Lease Area	0 0 0	0			

UTILITIES STRT/ROAD LOCATION
SUPPLEMENTAL DATA
070 -000-0000-0040 Associated P
U VII SALEP
04-07-2021 0 V 34,000 09-08-2008 U V 34,000 01-21-2005 U V 12,300 01-01-1900 U V
OTHER ASSESSMENTS Number Amount
SSESSING NEIGHBORHOOD Street Index Name Property Use
15
NOTES
Private 11/01/19-3 acres split from this tract and moved to 70-40A for 2020-ktv
INCLUDES TAXABLE PARCELS
I AND I INE VALUATION SECTION
Unit Price Size Adj Site Index Cond.
2,000 1.00000 0 1.00
7 Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z

count #	Map ID 70/ / / 40/ 1846	1	OFFRT 690 Sec # 1 of 1	District: 04 Speedwell Card # 1 of 1	State Use SFD - Suburban - Vac Print Date 4/27/2022 8:06:59 AM
CONSTRUCTION DETAIL Cd Description	CONSTRUCTION DETAIL Element Cd	AIL (CONTINUED) Description			
Vacant L Vacant L	g				
# Units Roof Type Roof Cover Exterior Wall 1 Exterior Wall 2					
Frame Type Heat System	COST/MARKET VAL	VALUATION			
Heat Fuel ACT Type	Building Value New	0			
Interior Wall 2 Interior Wall 3 Interior Floor 1 Interior Floor 2	Year Built Effective Year Built Condition Code Remodel Rating	0		No Sketch	
Interior Floor 4 Total Room(s) Bedroom(s) Half Bath(s)	Year Remodeled Depreciation % Functional Obsol External Obsol Trend Factor	1.000			
Fair Estativ(s) Extra Fixture(s) Extra Kitchen(s) Fireplace(s) Gas FPL(s)	Special Condition Condition % Percent Good RCNLD Dep % Ovr	0			
Extra Opening(Chimney(s) Foundation Total Area Basement					
OB - OUTBUIL DING & YARD ITEMS(L) Description L/B Units Unit Price Year	(L) / XF - BUILDING EXTRA FEATUR ar Cond. Cd Percent Grade Grade	TURES(B) srade Adj. Appr. Value			
BUILDING SUB-AREA	EA SUMMARY SECTION				
Description Living Area	Floor Area Eff Area	Unit Cost Undeprec Value			
Ttl Gross Liv / Lease Area	0 0	0			

Property Location UNA\$ Vision ID 19827 CONSTRU	tion UNASSIGNED Account # 21639 CONSTRUCTION DETAIL	Aap ID 70/ / / 40A CONSTRUCTIC	Road Frontage Bldg # 1	Sec# 1 of 1	District: 04 Speedwell Card # 1 of 1	State Use SFD - Suburban - Vac Print Date 1/5/2023 3:30:21 PM
ment	Vacant Land	Element Cd Total Area Basement Fin Bsmt Area	Description			
# Units Roof Type Roof Cover Exterior Wall 1		_				
Frame Type Heat System Heat Fuel AC Type		COST / MARKET VA. Building Value New	ALUATION 0			
Interior Wall 1 Interior Wall 2 Interior Wall 3 Interior Floor 1 Interior Floor 2 Interior Floor 3 Interior Floor 4 Total Room(s) Bedroom(s)		Year Built Effective Year Built Condition Code Remodel Rating Year Remodeled Depreciation % Functional Obsol External Obsol Trend Factor	0 1.000		No Sketch	
Half Bath(s) Extra Fixture(s) Extra Kitchen(s) Fireplace(s) Gas FPL(s) Extra Opening(Chimney(s) Foundation Total Area		Special Condition Condition % Percent Good RCNLD Dep % Ovr Dep Ovr Comment Misc Imp Ovr Misc Imp Ovr Cost to Cure Ovr	0			
je	OB - OUTBUILDING & YARD ITEMS(L) / Scription L/B Units Unit Price Year (Cost to Cure Ovr Comment XF - BUILDING EXTRA FEATURES/E Cond. Cd Percent Grade Grade Adj.	URES(B) ade Adj. Appr. Value			
Code Descr	Description Living Area Floor Area	SUMMARY SECTION Floor Area Eff Area Unit Cost	ost Undeprec Value			
C			c			
Ttl Gross	Ttl Gross Liv / Lease Area 0	0	0			

1.0000
Location Adjustmen Adj Unit P
Total Appraised Parcel Value
Total Appraised Parcel Value
Appraised Land Value (Bldg)
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(abid) 0.15/7 (0) 3/ booleans A
Appraised Bldg. Value (Card)
APPRAISED VALUE SUMMARY
This signature acknowledges a visit by a Data Collector or Assessor
4,000
4,000 AENTS (HISTORY) Assessed V Year
4 000
USE VALUE 4,000
Speedweil State Use SFD - Subulibari - Vac of 1 Print Date 4/27/2022 3:27:20 AM SIMENT
0.4

SUCTION DE	6711	ION DETAIL	(CONTINUED)	- + 33		11111 Date 4/21/2022 3.21.21 AN
Cd Description 00 Vacant 99 Vacant Land	Element Total Area Basement Fin Bsmt Area	8	Description			
	FOCO	SOCT UNABLET VAN	NO.			
	Building Value New		0			
	Year Built Effective Year Built Condition Code Remodel Rating Year Remodeled	-	0		No Sketch	
	Depreciation % Functional Obsol External Obsol Trend Factor Special Condition		1.000			
Extra Mitchen(s) Fireplace(s) Gas PL(s) Extra Opening(Condition % Percent Good RCNLD Dep % Oxygod	-	0			
		nent omment				
OB - OUTBUIL DING & YARD ITEMS(L) Description L/B Units Unit Price Year	<u> </u>	TRA FEATUR Grade Grade	(ES(B)			
BUILDING SUB-AREA	AREA SUMMARY SECTION					
Description Living	Floor Area	a Unit Cost	Undeprec Value			
Ttl Gross Liv / Lease Area	0 0	0		0		

Tax Map Reference No.: 070-000-0000-0043

Title Insurance Underwriter: None

Consideration: \$0.00 Tax Value: \$9,800.00 19000075#

This deed is exempt from recordation taxes pursuant to Section 58.1-811D of the Code of Virginia, 1950, as amended.

THIS DEED OF GIFT, made and entered into this the 21st day of March, 2019, by and between DEWAYNE P. NYGAARD and EVELYN M. NYGAARD, husband and wife, as Grantors, and DEWAYNE P. NYGAARD and EVELYN M. NYGAARD, husband and wife, 166 Dahoon Drive, Wytheville, VA 24382, as Grantees;

WITNESSETH

THAT for and in consideration of love and affection, and other good and valuable consideration between the parties, the Grantors, do hereby grant and convey with general warranty of title unto Grantees, as tenants by the entirety with right of survivorship, all that tract or parcel of real estate together Speedwell Magisterial District, Wythe County, Virginia, and more particularly bounded and described as follows, to-wit:

Beginning at a point in the most northern corner marked with a rebar found; thence S 2° 49' 09" W 225.40' to a rebar set; thence S 82° 37' 02" W 252.43' to a point with a rebar set; thence N 3° 40' 00" E 216.93' to a rebar found; thence N 3° 36' 18" E 34.94' to a point marked with a rebar found; thence N 88° 33' 12" E 245.44' to the point of beginning, containing 1.349 acres, more or less, and being more particularly shown on a plat of survey by Gregory G. McGlothlin, Land Surveyor, dated March 4, 2019, said plat is attached to this deed.

Being the same property conveyed by Donald Roger Surratt for DeWayne NyGaard to DeWayne P. NyGaard and Evelyn M. NyGaard, husband and wife, by Deed dated February 12, 2019, and recorded in the Wythe County Circuit Court Clerk's Office as Instrument Number 190000337.

This Instrument Prepared by:

Scot S. Farthing VSB#44045 Attorney at Law, PC P.O. Bux 1315 Wytheville, VA 24382

Dewayne P. Nygaard 104 Dahpan Drive Wytheville, Wh 1850 Jahrah Gudless. Stock By Way of Explanation: Special Commissioner's Deed dated December 14, 2010, Instrument Number 100003525, and Deed dated February 12, 2019, Instrument Number 190000337, contained descriptions that were found to be very vague in nature, and did not complete a mathematical closure. A lot survey was completed and the acreage of said property contains 1.349 acres, more or less. The purpose of this deed is to provide an accurate description of the land Grantees own.

This conveyance is made subject to such conditions, reservations, restrictions, and easements of record to the extent that they may lawfully apply.

Possession of the premises shall be delivered by the Grantors to the Grantees with the delivery of this deed.

Grantors covenant that they will warrant generally the title to the property conveyed; that they have the right to convey the same in fee simple; that they have done no act to encumber the same; that they will execute such further assurances of title as may be requisite, and that the Grantees shall have the quiet possession thereof.

No title examination was performed by the office of Scot S. Farthing, Attorney at Law, P.C.

This Instrument Prepared by:

Scot S. Farthing VSB#44045 Attorney at Law, PC P.O. Box 1315 Wytheville, VA 24382 WITNESS the following signatures and seals:

V J (SEAI

STATE OF VIRGINIA, COUNTY OF WYTHE, To Wit:

I. Kimberlie A. Mutter, a Notary Public in and for the State and County aforesaid, do hereby certify that **DeWayne P. NyGaard**, whose name is signed to the forgoing deed, has personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this 21st day of March, 2019.

My Commission Expires: 5/31/2021

Notary I.D.#: 249385

Notary Public

KIMBERLIE A. MUTTER

NOTARY PUBLIC

REG. #249385

COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 531:20:

Trului M. Nuggard. (SEAL)

STATE OF VIRGINIA, COUNTY OF WYTHE, To Wit:

I, Kimberlie A. Mutter, a Notary Public in and for the State and County aforesaid, do hereby certify that **Evelyn M. NyGaard**, whose name is signed to the forgoing deed, has personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this 21st day of March, 2019.

My Commission Expires: 5/31/2021

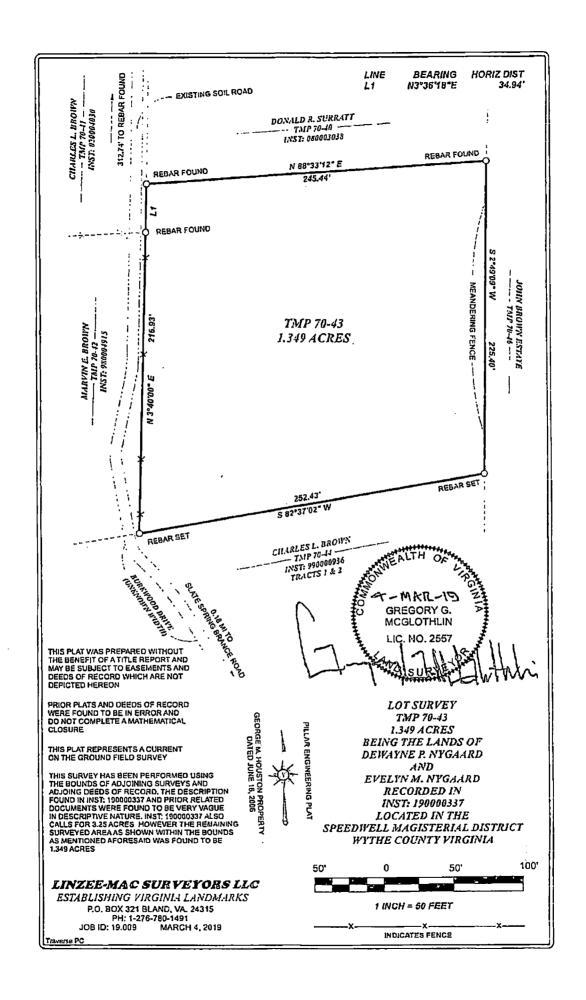
Notary I.D.#: 249385

KIMBERLIE A. MUTTER
NOTARY PUBLIC
REG. #249385
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 5 31 201

Notary Public

This Instrument Prepared by:

Scot S. Farthing VSB#44045 Attorney at Law, PC P.O. Box 1315 Wytheville, VA 24382



Tax Map Reference No.: 070-000-0000-0040

Title Insurance Underwriter: None

Consideration: \$30,800.00 Tax Value: \$14,500.00

THIS DEED, made and entered into this the 7th day of April, 2021, by and between DONALD ROGER SURRATT, as Grantor, and DEWAYNE P. NYGAARD and EVELYN M. NYGAARD, husband and wife, 166 Dahoon Drive, Wytheville, VA 24382, as Grantees;

WITNESSETH

THAT FOR and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and lawful consideration, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, sell and convey, with covenants of general warranty of title, to the Grantees, as tenants by the entirety with right of survivorship, all that tract or parcel of real estate together Speedwell Magisterial District, Wythe County, Virginia, and more particularly bounded and described as follows, to-wit:

"One lot and parcel of land lying on the waters of Cripple Creek, containing 7 ¾ acres, more or less, bounded as follows, to wit: beginning at a stake two chestnuts posterns on with Bill Lindsey's line 75 ½ poles to a stake on Big Survey line; thence with said line 16 ¾ poles to a stake on said line; thence with Amanda Woods' line 75 ½ poles to a stake by Red Oak posterns; thence J.W. Brown's and Bill Brown's line north 87 ½ poles to the beginning."

"Together with that certain easement as described in the Deed of Easement and Road Maintenance Agreement dated August 15, 2008 between Dwayne Peder Nygaard and Evelyn Marie Nygaard, Grantors and Grantees, parties of the first part, and George M. Houston, Jr., Grantor and Grantee, party of the second part, to be recorded in the Wythe County Circuit Court Clerk's Office [as Instrument Number 080003037.]"

Being a portion of the same property conveyed from George M. Houston, Jr. to Donald Roger Surratt by deed dated August 20, 2008, and recorded in the Wythe County Circuit Court Clerk's Office as Instrument Number 080003038.

This Instrument Propared by:

Scot S. Farthing VSB#44045 Attorney at Law, PC P.O. Box 1315 Wytheville, VA 24382 This conveyance is made subject to such conditions, reservations, restrictions, and easements of record to the extent that they may lawfully apply.

Real estate taxes for the year 2021 on the property herein conveyed will be prorated between Grantor and Grantees as of the date of delivery of this deed.

Possession of the premises shall be delivered by the Grantor to the Grantees with the delivery of this deed.

Grantor covenants that he will warrant generally the title to the property conveyed; that he has the right to convey the same in fee simple; that he has done no act to encumber the same; that he will execute such further assurances of title as may be requisite, and that the Grantees shall have the quiet possession thereof.

No title examination was performed by the office of Scot S. Farthing, Attorney at Law, P.C.

WITNESS the following signatures and seals:

| DONALD ROCER SUPPATTI

STATE OF Virginia
COUNTY OF Carroll, To Wit:

I, Broklynn Owens, a Notary Public in and for the State and County aforesaid, do hereby certify that Donald Roger Surratt, whose name is signed to the forgoing deed, has personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this 7th day of April, 2021. My Commission Expires: May 31,2021

Notary I.D.#: 7744189

Notary Public

This Instrument Prepared by:

Scot S. Farthing VSB#44045 Attorney at Law, PC P.O. Box 1315 Wytheville, VA 24382 Brooklynn Jade Owens
Notary Public
Commonwealth of Virginia
Reg #7744189
My Commission Expires May 31,2021

BK 0481 - 00495

THIS DEED, made this 6th day of March, 1997, by and between RICHARD L. MAYS and, party of the first part, and DEWAYNE PEDER NYGAARD and EVELYN MARIE NYGAARD, parties of the second part.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid by the parties of the second part to the party of the first part, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said party of the first part does hereby bargain, sell, grant and convey with GENERAL WARRANTY and ENGLISH COVENANTS of Title unto DEWAYNE PEDER NYGAARD and EVELYN MARIE NYGAARD, husband and wife, as tenants by the entirety with the right of survivorship as at common law, the following described property, to-wit:

All of those certain tracts or parcels of land, together with their improvements and appurtenances, situate, lying and being in the Speedwell Magisterial District, Wythe County, Virginia and more particularly described in Deed dated October 12, 1993 and recorded in the Office of the Clerk of Wythe County in Deed Book 0419 at Page 00398 to which reference is hereby made.

And being the same piece or parcels of land conveyed to Richard L. Mays, widower, by David L. Clark, et. al. by Deed dated October 3, 1995 and recorded in the Office of the Clerk of Wythe County in Deed Book 0452 at Page 00659.

Delbura F. Mygaardetu. PD Box 76 Crockett UA Tesse KFN Ret to Evelyn M. Mygaard

This conveyance is made expressly subject to all Restrictions, Covenants and Easements now of record on said property as the same may lawfully apply.

WITNESS the following signature and seal:

Pechard & maya (SEAL)

STATE OF VIRGINIA:

COUNTY OF RUSSELL, to-wit:

I, the undersigned, a Notary Public for the State of Virginia, County of Russell, hereby certify that RICHARD L. MAYS whose name is signed to the foregoing Deed bearing the date of the ____ day of March, 1997, duly signed and acknowledged the same before me in my State and County aforesaid.

Given under my hand and seal this $6^{\frac{44}{12}}$ day of March, 1997 My Commission Expires: Septentes 30, 1997

Tax Map Reference No.: a portion of 070-000-0000-0040

Title Insurance Underwriter: None Consideration: 6,000

Tax Value: \$6,000.00

THIS DEED, made and entered into this the ______ day of April, 2019, by and between DONALD ROGER SURRATT, as Grantor, and DEWAYNE P. NYGAARD and EVELYN M. NYGAARD, husband and wife, 166 Dahoon Drive, Wytheville, VA 24382, as Grantees;

WITNESSETH

THAT FOR and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and lawful consideration, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, sell and convey, with covenants of general warranty of title, to the Grantees, as tenants by the entirety with right of survivorship, all that tract or parcel of real estate together Speedwell Magisterial District, Wythe County, Virginia, and more particularly bounded and described as follows, to-wit:

"All that certain parcel of land situated and lying in the County of Wythe on the waters of Cripple Creek on the south side of Lick Mountain, and bounded as follows, to wit: beginning at a stake in George Brown's land; thence running northwardly along said Brown's land; thence running northwardly along Sid Brown's land 60 poles to a stake in the Big Survey line; thence westwardly along Big Survey line 8 poles to a stake, a corner of Parthena Johnson; thence southwardly along said Johnson's land 60 poles to a stake; thence westwardly along Bell Brown's land 8 poles to the beginning and containing 3 acres, more or less.

"Together with that certain easement as described in the Deed of Easement and Road Maintenance Agreement dated August 15, 2008 between Dwayne Peder NyGaard and Evelyn Marie NyGaard, Grantors and Grantees, parties of the first part, and George M. Houston, Jr., Grantor and Grantee, party of the second part, to be recorded in the Wythe County Circuit Court Clerk's Office [as Instrument Number 080003037.]"

This Instrument Prepared by:

Scot S. Farthing VSB#44045 Attorney at Law, PC P.O. Box 1315 Wytheville, VA 24382

1

Being a portion of the same property conveyed from George M. Houston, Jr., Grantor, to Donald Roger Surratt, Grantee, by deed dated August 20, 2008, and recorded in the Wythe County Circuit Court Clerk's Office as Instrument Number 080003038.

This conveyance is made subject to such conditions, reservations, restrictions, and easements of record to the extent that they may lawfully apply.

Real estate taxes for the year 2019 on the property herein conveyed will be prorated between Grantor and Grantees as of the date of delivery of this deed.

Possession of the premises shall be delivered by the Grantor to the Grantees with the delivery of this deed.

Grantor covenants that he will warrant generally the title to the property conveyed; that he has the right to convey the same in fee simple; that he has done no act to encumber the same; that he will execute such further assurances of title as may be requisite, and that the Grantees shall have the quiet possession thereof.

No title examination was performed by the office of Scot S. Farthing, Attorney at Law, P.C.

WITNESS the following signature and seal:

____, a Notary Public in and for the State and County

This Instrument Prepared by:

COUNTY OF (

I, Brooklynn Uwens

Scot S. Farthing VSB#44045 Attorney at Law, PC P.O. Box 1315 Wytheville, VA 24382

aforesaid, do hereby certify that Donald Roger Surratt, whose name is signed to the forgoing deed, has personally appeared before me in my State and County aforesaid and acknowledged the same. Given under my hand this 9th day of April, 2019. My Commission Expires: May 31,2021 Notary I.D.#: 7744189 Brooklynn Jade Owens **Notary Public** Commonwealth of Virginia Reg #7744]89 mmission Expires May

CONTRACT OF PURCHASE

be	HIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of <u>February 14th, 2023</u> , tween Dewayne P. Nygaard and Evelyn M. Nygaard, owner of record of the Property sold herein ereinafter referred to as the "Seller"), and
bio	ereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful dder at a public auction of the Property held on this date and this Contract restates the terms of sale nounced prior to the auction sale.
1.	Real Property. Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Wythe, Virginia, and described as:
2.	Legal Description –
	1.Tax ID 70-37; Consisting of +/- 2.383 acres; Deed Book 481495 2. Tax ID 70-38; Consisting of +/5 acres; Deed Book 481495 3. Tax ID 70-38A; Consisting of +/5 acres; Deed Book 481495 4. Tax ID 70-39; Consisting of +/- 9.369 acres; Deed Book 481495 5. Tax ID 70-40; Consisting of +/- 7.25 acres; Deed Book 210000996 6. Tax ID 70-43; Consisting of +/- 1.349 acres; Deed Book 190000751 7. Tax ID 70-40A; Consisting of +/- 3.0 acres
	More Commonly Known As – 166 Dahoon Dr., Wytheville, VA 24382
3.	Purchase Price. The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.
4.	Deposit. Purchaser has made a deposit with the Auction Company, of \$10,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.
	Settlement Agent and Possession. Settlement shall be made at on or before March 29th, 2023 ("Settlement Date"). Time is of the sence. Possession shall be given at Settlement.
	Seller's Initials Purchaser's Initials

6. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is <u>not</u> located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) Virginia Residential Property Disclosure Act. The Virginia Residential Property
Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential
real property, whenever the property is to be sold or leased with an option to buy, to furnish to th
purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner make
certain representations as to the real property. Said form is attached.

Seller's Initials	Purchaser's Initials

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is <u>not</u> a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) Mechanics' and Materialmen's Liens.

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(e)	Notice of Principal Residence. Purchaser does	or does not	_ intend to occupy
the Pro	operty as Purchaser's principal residence.		

(f) Title Insurance Notification. Purchaser may wish at Purchaser's expense to purchase
owner's title insurance. Depending on the particular circumstances of the transaction, such insurance
could include affirmative coverage against possible mechanics' and materialmen's liens for labor and
materials performed prior to Settlement and which, though not recorded at the time of recordation of
Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the

Seller's Initials Purchaser's Initials
--

Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

- (g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 1952 and lead base paint disclosures apply.
- (h) Choice of Settlement Agent. Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

7. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

Seller's Initials	Purchaser's Initials

- (b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.
- (c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.
- (d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.
- (e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.
- (f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

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- (g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.
- (h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.
- (i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

Seller's Initials	Purchaser's Initials

7 | SAMPLE

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

		02/14/2023
Dewayne P. Nygaard (Seller)		
Evelyn M. Nygaard (Seller)		02/14/2023
Purchaser Name		
Address		
Phone #	Email	<u> </u>
(Purchaser s	ignature)	02/14/2023
Purchaser Name		
Address		
Phone #	Email	
(Purchaser s	ignature)	02/14/2023
Seller's Initials	_	Purchaser's Initials