



Blue Ridge Land & Auction Co., Inc

TERMS OF AUCTION

AUCTION FOR – Vicky W. Via

AUCTION LOCATION – Online at <http://www.VAAuctionPro.com>

AUCTION DATE – September 2nd, 2021 at 4 PM

AUCTIONEER – 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 – 759 Haycock Rd., Floyd, VA 24091

1. Tax ID # 56-148; Deed Book 13-0001002; +/- 17.92 acres; PC2-119B
2. Tax ID #56-148F; Deed Book 99-0003096; +/- 25 acres and improvements: PC2-227
3. Tax ID#56-148K; Deed Book 06-0001785; +/- 8.54 acres; PC3-297A

General Terms and Conditions

10% Buyer’s Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, place an Earnest Money Deposit, and close within 45 days. Sold “Subject to Seller Confirmation”. Earnest Money Deposit is \$5,000.

BIDDER REGISTRATION – **Registration begins online** prior to auction at <http://www.VAAuctionPro.com>.

By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

AGENCY DISCLOSURE – Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

COPYRIGHT FOR AUCTION – The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

DUE DILIGENCE – Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning,

surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

DISCLAIMERS – Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "**AS IS, WHERE IS, WITH ALL FAULTS.**" To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

DISCLOSURES - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

SALE CONTRACT – Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. **This sale is not contingent upon any matter, including buyer obtaining financing.** Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. **The sale must close within 45 days following the Auction.**

EARNEST MONEY DEPOSIT – Purchaser will be required to make a **\$5,000 Earnest Money Deposit on September 2nd, 2021.** The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

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.

DISPUTE RESOLUTION – There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue – Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of Virginia, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Floyd in the State of Virginia.

MISCELLANEOUS – The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

Bidder Acknowledgement – By signing below you hereby agree to the **Terms of Auction**

Name _____

Signature _____

Address _____

Phone _____

Email _____

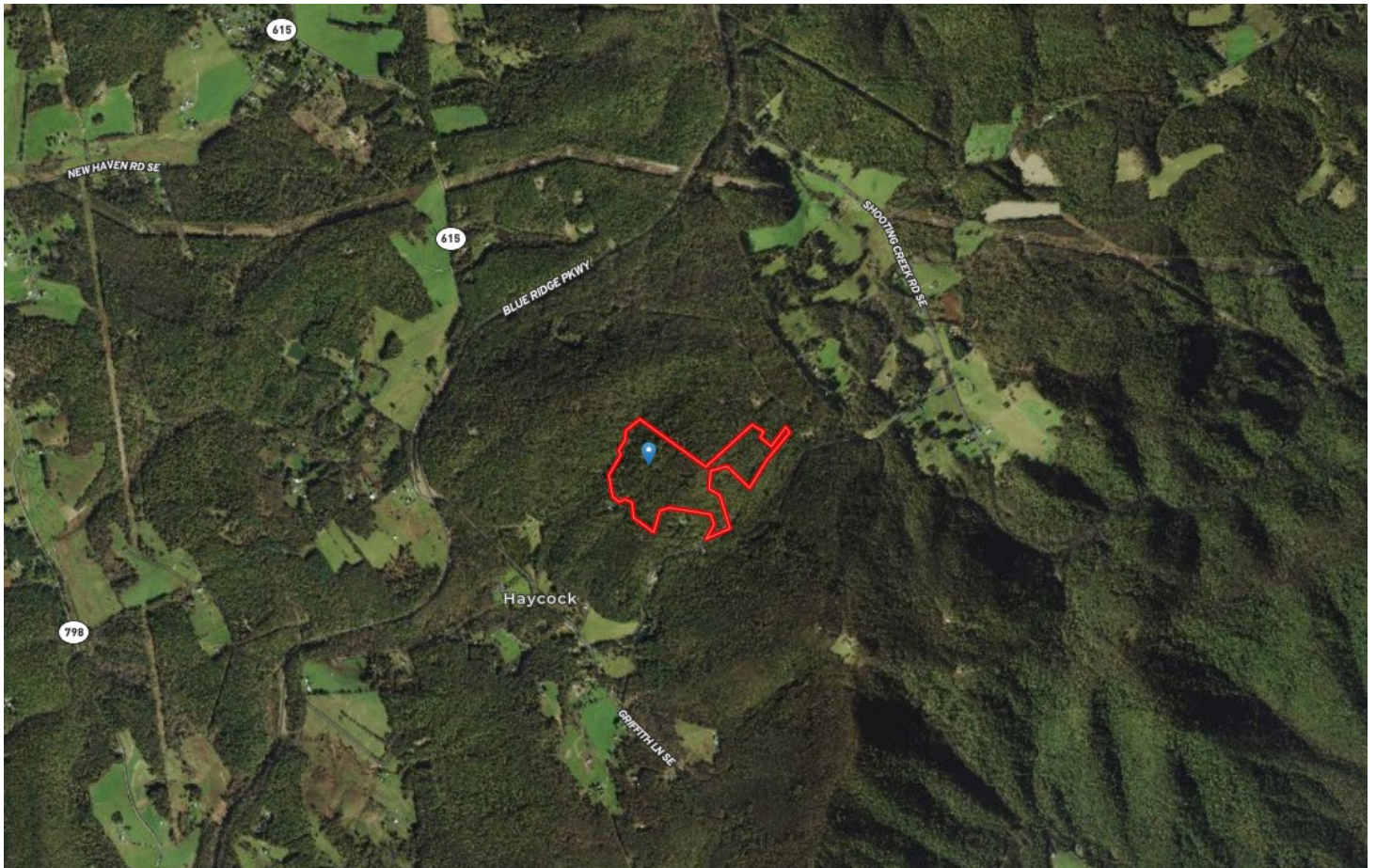


Aerial



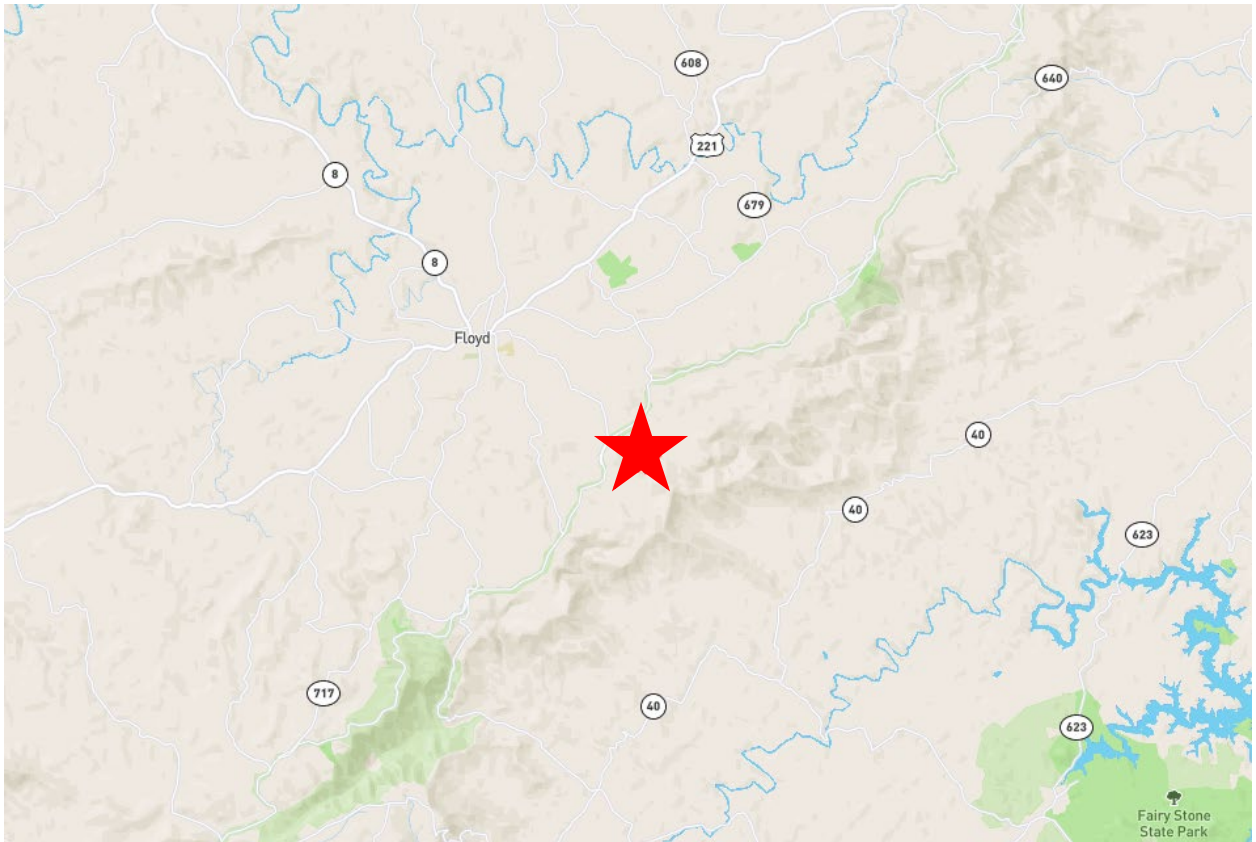


Neighborhood

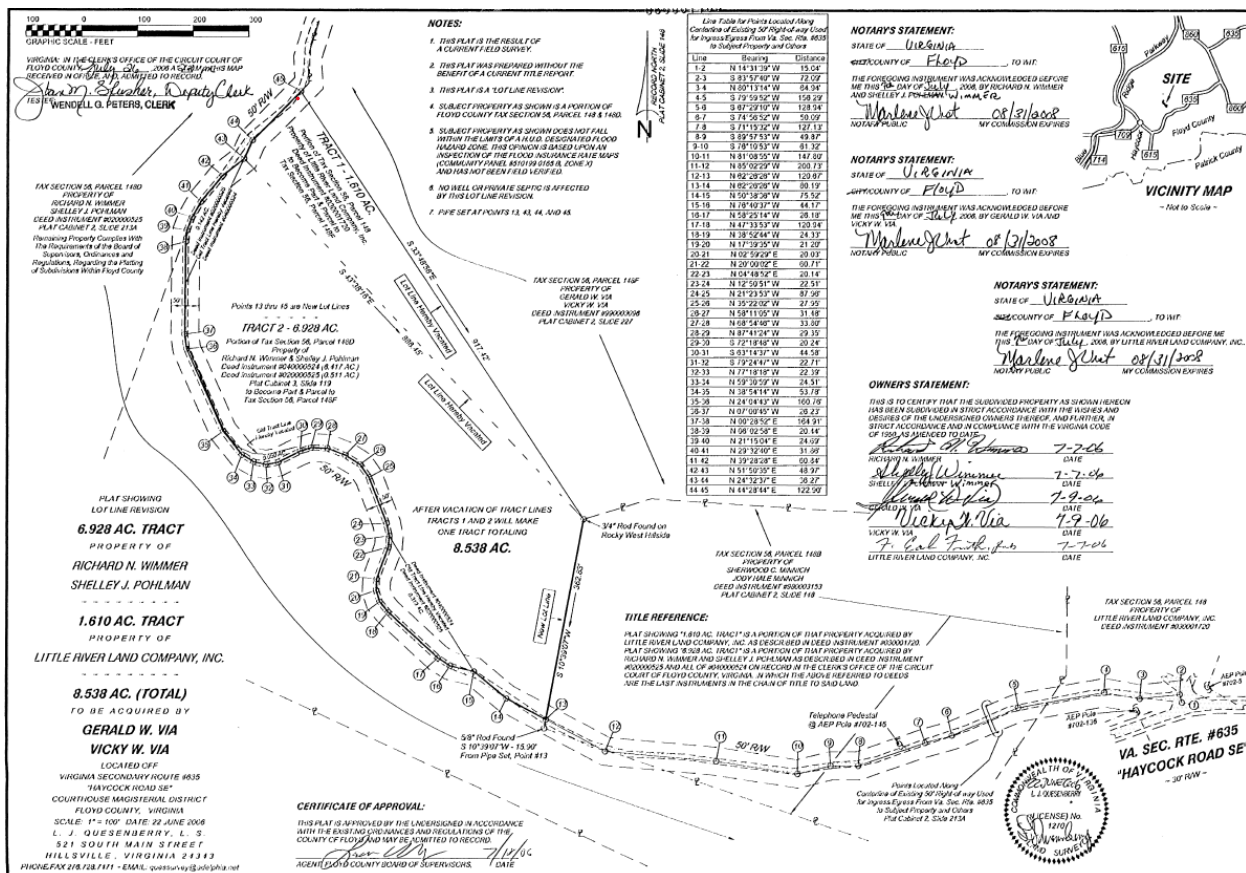




Location

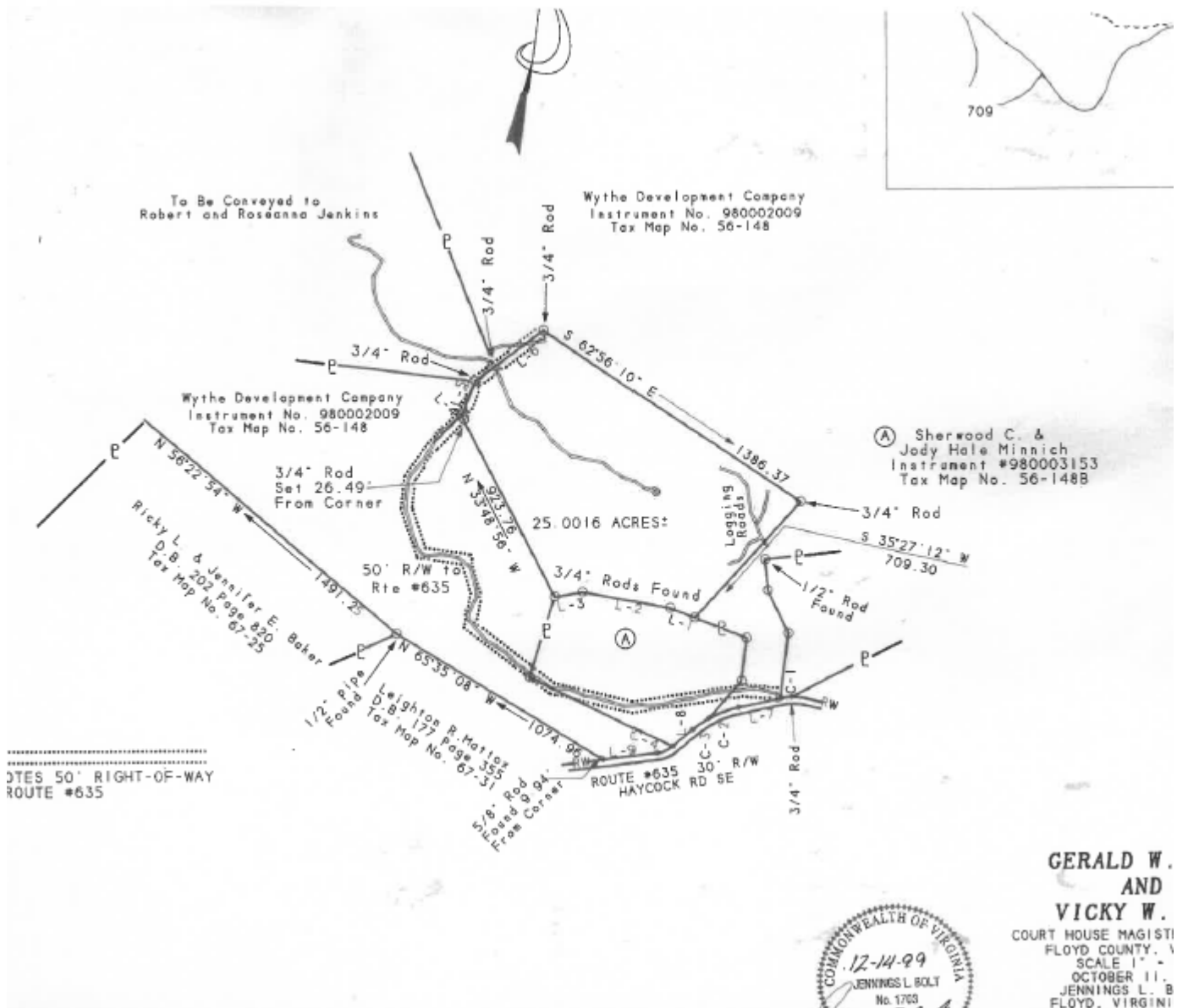


Auction Services





Survey – 25 acres



PROPERTY

Parcel Information

Parcel Record Number (PRN) **16855** Town/District **COURT HOUSE**

Account Name **VIA GERALD W OR VICKY W**

Account Name 2

Care Of

Address1 **4917 GRAPE TREE LANE**

Address2

City, State Zip **ROANOKE, VA 24018**

Business Name

Location Address(es) **OFF HAYCOCK RD** VA

Map Number

Map Insert Double Circle Block Parcel Number
056 148K

Total Acres **8.54**

Deed **DBS-06-0001785**

Will **NONE**

Plat **NONE**

Route

Legal Desc 1 HAYCOCK PC3-297A

Legal Desc 2

Zoning

State Class SFR SUBURBAN

Topology

Utilities NONE

Assessed Values

Type	Current Value (2021)	Previous Value (2020)
Land	\$21,400	\$21,400
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$21,400	\$21,400

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
		DEED BARGAIN SALE-06-0001785	1	07/26/2006

Land Segments

Seg	Description	Size	AdjRate	Value
1	RURAL LAND	8.54	\$2,500	\$21,400

Main Structures

No data to display

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
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No data to display

PROPERTY

Parcel Information

Parcel Record Number (PRN) **7072** Town/District **COURT HOUSE**

Account Name **VIA GERALD W OR VICKY W**

Account Name 2

Care Of

Address1 **4917 GRAPE TREE LANE**

Address2

City, State Zip **ROANOKE, VA 24018**

Business Name

Location Address(es) **PARKWAY** **VA**

Map Number

Map Insert Double Circle Block Parcel Number
056 148

Total Acres **17.92**

Deed **DBS-13-0001002**

Will **NONE**

Plat **NONE**

Route

Legal Desc 1 W F OF L R HAYCOCK PC2-119B

Legal Desc 2

Zoning

State Class SFR SUBURBAN

Topology

Utilities NONE

Assessed Values

Type	Current Value (2021)	Previous Value (2020)
Land	\$44,800	\$44,800
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$44,800	\$44,800

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
FRITH F EARL	\$25,000	DEED BARGAIN SALE-13-0001002	1	06/07/2013
LITTLE RIVER LAND CO INC		DEED OF GIFT-13-0000260	1	02/12/2013
		OFF CONVEYANCE-06-0001785	1	07/26/2006
		OFF CONVEYANCE-06-0001444	1	06/16/2006
WYTHE DEVELOPMENT COMPANY ET AL	\$0	DEED OF PARTITION-03-0001720	1	06/11/2003
	\$0	UNKNOWN--	1	08/04/1998

Land Segments

Land Segments

Seg	Description	Size	AdjRate	Value
1	RURAL LAND	17.92	\$2,500	\$44,800

Main Structures

No data to display

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
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No data to display

PROPERTY

Parcel Information

Parcel Record Number (PRN) **13897** Town/District **COURT HOUSE**

Account Name **VIA GERALD W OR VICKY W**

Account Name 2

Care Of

Address1 **4917 GRAPE TREE LANE**

Address2

City, State Zip **ROANOKE, VA 24018**

Business Name

Location Address(es) **759 HAYCOCK RD** VA

Map Number

Map Insert **056** Double Circle Block Parcel Number **148F**

Total Acres **25.0**

Deed **UNK-99-0003096**

Will **NONE**

Plat **NONE**

Route

Legal Desc 1 HAYCOCK PC2-227

Legal Desc 2

Zoning

State Class AG / UNDEVELOPED 20-99 ACRES

Topology

Utilities NONE

Assessed Values

Type	Current Value (2021)	Previous Value (2020)
Land	\$75,000	\$75,000
Main Structures	\$0	\$0
Other Structures	\$8,000	\$8,000
TOTALS	\$83,000	\$83,000

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
	\$37,500	UNKNOWN-99-0003096	1	12/21/1999

Land Segments

Seg	Description	Size	AdjRate	Value
1	HOMESITE WD	1.00	\$15,000	\$15,000
2	MTN LAND	24.00	\$2,500	\$60,000

Main Structures

Main Structures

Main Structure 1	Rooms	0	Deprec Schedule	DEPR BY ADJUSTMENT
	Bedrooms	0	Heated Sq Ft	192
	Cost/Heated SqFt	\$0.00	Constr Style	-

Main Structure Photo	Main Structure Sketch																		
<div>No Image Available</div>	<table><tr><td>WDR</td><td>160.0 sf</td><td>10'</td></tr><tr><td colspan="3">16'</td></tr><tr><td>SSA</td><td>192.0 sf</td><td>12'</td></tr><tr><td colspan="3">16'</td></tr><tr><td>OPP</td><td>128.0 sf</td><td>8'</td></tr><tr><td colspan="3">16'</td></tr></table>	WDR	160.0 sf	10'	16'			SSA	192.0 sf	12'	16'			OPP	128.0 sf	8'	16'		
WDR	160.0 sf	10'																	
16'																			
SSA	192.0 sf	12'																	
16'																			
OPP	128.0 sf	8'																	
16'																			

Main Structure Attributes

Type	Code	# Of	Base Rate	Value
BUILDING TYPE	OTHER	1	\$0	\$0

Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
1-0	100	OPP	OPEN PORCH (POOR QUALITY)	FACTOR	128	1.00	0.00	\$0	0	0	\$0
2-0	100	SSA	SIDING/SHINGLE ONE STORY	FACTOR	192	1.00	0.00	\$0	0	0	\$0
3-0	100	WDR	WOODEN DECK W/RAILING	FACTOR	160	1.00	0.00	\$0	0	0	\$0

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlit	Value
1	CABIN	CABIN	SOUND VALUE	192	\$0.00	MANUAL	1.00	2001	\$8,000

060001785

LITTLE RIVER LAND COMPANY, INC., et al

TO: DEED

GERALD W. VIA, et ux

THIS DEED, made and entered into this the 25th day of July, 2006, by and between LITTLE RIVER LAND COMPANY, INC., RICHARD N. WIMMER and SHELLEY J. WIMMER (formerly Shelley J. Pohlman), husband and wife, Grantors; and GERALD W. VIA and VICKY W. VIA, husband and wife, or the survivor, Grantees;

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS, cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantors do hereby BARGAIN, SELL, GRANT and CONVEY with General Warranty and English Covenants of Title unto the said Grantees, GERALD W. VIA and VICKY W. VIA, husband and wife, as tenants by the entirety with the right of survivorship as at common law, the following described real estate, to-wit:

All that certain tract of real estate, together with the improvements thereon and appurtenances thereunto belonging, situate in the Courthouse Magisterial District of Floyd County, Virginia, containing 8.538 acres, more or less, as shown on a plat of survey prepared by L. J. Quesenberry, L.S., dated June 22, 2006, being Job No. 3931, a copy of which plat is of record in the office of the Clerk of the Circuit Court of Floyd County, Virginia, in Plat Cabinet 3, numbered 297A, and

Being the same real estate which was conveyed to Richard N. Wimmer and Shelley J. Pohlman by deed recorded in the aforesaid Clerk's Office as Instrument No. 040000524 and a portion of that real estate conveyed to them in Instrument No. 020000525, and a portion of that real estate conveyed to Little River Land Company, Inc. in Instrument No. 030001720.

And, for the consideration aforesaid, Grantors GRANT and CONVEY unto the Grantees, their heirs and assigns, a 50 foot wide non-exclusive easement for

TAX MAP NO.: 56-148 (portion) and 56-148D (portion)

PG 0030 278

7-27-06 Mailed
Gerald Via
4917 Grape Tree Lane
Roanoke, VA 24018

PG0131, p 278

ingress and egress to and from the herein conveyed real estate to and from Virginia Sec. Rte. #635 "Haycock Road SE" as shown on the aforesaid plat of survey.

Grantees covenant and agree not to erect any structure within 250 feet of the Wimmer homesite.

Without reimposing the same, this conveyance is made subject to all valid covenants, conditions and easements of record.

This deed was prepared without the benefit of a title examination.

WITNESS the following signature(s) and seal(s):

LITTLE RIVER LAND COMPANY, INC.

By: F. Earl Frith (SEAL)
F. EARL FRITH, President

Richard N. Wimmer (SEAL)
RICHARD N. WIMMER

Shelley J. Wimmer (SEAL)
SHELLEY J. WIMMER

Gerald W. Via (SEAL)
GERALD W. VIA

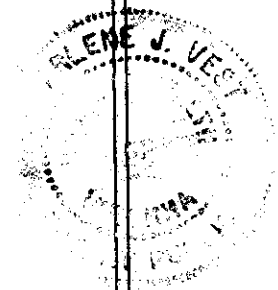
Vicky W. Via (SEAL)
VICKY W. VIA

STATE OF VIRGINIA)
) TO-WIT:
COUNTY OF FLOYD)

The foregoing instrument was acknowledged before me this 16th day of July, 2006, by F. EARL FRITH, President of LITTLE RIVER LAND COMPANY, INC.

My Commission Expires: August 31, 2008

Marlene J. Vest
NOTARY PUBLIC



PG0092 75 273

STATE OF VIRGINIA)
) TO-WIT:
COUNTY OF FLOYD)

The foregoing instrument was acknowledged before me this 16th day of July, 2006, by RICHARD N. WIMMER and SHELLEY J. WIMMER, husband and wife.

My Commission Expires: August 31, 2008
Marlene West
NOTARY PUBLIC

STATE OF VIRGINIA)
) TO-WIT:
COUNTY OF FLOYD)

The foregoing instrument was acknowledged before me this 25th day of July, 2006, by GERALD W. VIA and VICKY W. VIA, husband and wife.

My Commission Expires: August 31, 2008
Marlene West
NOTARY PUBLIC

Prepared by Robert C. Boswell,
Attorney At Law, P. O. Box 132,
Floyd, Virginia 24091

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County
July 26, 20 06, at 2:22 P M
This instrument received in office, and, with certificate thereto attached
admitted to record. The tax imposed by Section 58.1-802 of the code in
the amount of \$ 26.00 has been paid.

Teste: WENDELL G. PETERS, Clerk
James M. Blucher D.C.

130001002

Prepared by James W. Shortt, Attorney (VSB #29187)

Title Insurance: Unknown to Preparer
Grantees Address: 4917 Grape Tree Lane, Roanoke, Virginia 24018
Consideration: \$25,000.00
Assessed Value: \$44,800.00

Tax Map No. 56-148

F. EARL FRITH

TO: DEED OF BARGAIN AND SALE

GERALD W. VIA, et ux.

DEED OF BARGAIN AND SALE

THIS DEED OF BARGAIN AND SALE, made this 5th day of June, 2013, by and between **F. EARL FRITH**, hereinafter styled Grantor, and **GERALD W. VIA** and **VICKY W. VIA**, husband and wife, hereinafter styled Grantees;

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantees, as TENANTS BY THE ENTIRETY with the right of survivorship as at common law, in fee simple and with GENERAL WARRANTY and ENGLISH COVENANTS of Title, the following described property, being and lying in Courthouse Magisterial District of Floyd County, Virginia, to wit:

ALL that certain tract or parcel of real estate, together with the improvements thereon and appurtenances, easements and rights of way thereunto belonging, lying and being in the Courthouse Magisterial District of Floyd County, Virginia, containing 17.9165 acres, more or less; and

TOGETHER WITH a perpetual non-exclusive easement for ingress and egress over and across a private road designated as Broad Hollow Road, SE running from Route 635 to the herein conveyed property.

PG0003 JUN-8 2

James W. Shortt & Associates, P.C.
Attorneys and Counsellors at Law
108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091
Tel (540) 745-3131 • Fax (540) 745-2999
Delivered 6-10-13

James W. Shortt & Associates, P.C.
Attorneys and Counsellors at Law
108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091
Tel (540) 745-3131 • Fax (540) 745-2999

PG0004 JUN-82

BEING the same real estate conveyed to F. Earl Frith, by Deed dated February 4, 2013, from Little River Land Company, Inc. said deed of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia as Instrument No. 130000260.

This conveyance is made expressly subject to all covenants, conditions, restrictions, easements and rights of way of record.

WITNESS the following signature and seal:

F. Earl Frith (SEAL)
F. Earl Frith

State of Virginia,
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 6th day of June, 2013, by F. Earl Frith.

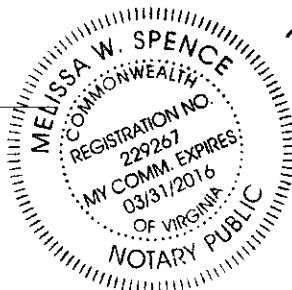
My commission expires:

3/31/16

Notary ID:

229267

Melissa W. Spence
Notary Public



June 7, 2013 9:59 AM
In the Clerk's Office of the Circuit Court of Floyd County
This instrument was acknowledged in office, and, with particular reference
being made to record. The fee required by Section 22.1-001 of the Code in
the amount of \$ 45.00 has been paid.
Teste: Wendell G. Peters, Clerk
Jan Ourshee D.C.

990003096

This DEED, made and entered into this 10th day of November, 1999, by and between WYTHE DEVELOPMENT COMPANY, a Virginia General Partnership consisting of Grain Development, Inc., a West Virginia Corporation, and Little River Land Company, Inc., a Virginia Corporation, Grantor; and GERALD W. VIA and VICKY W. VIA, husband and wife, as tenants by the entirety with the express right of survivorship as at common law, Grantees, 4917 Grape Tree Lane, Roanoke, VA 24018.

-- W I T N E S S E T H --

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid unto Grantor by Grantees and other just and valuable considerations, receipt of all of which is hereby acknowledged, said Grantor does hereby GRANT and CONVEY, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto said Grantees, husband and wife, as tenants by the entirety with the express right of survivorship as at common law, the following described property:

(1) All that certain parcel of land with all improvements thereon, rights and appurtenances thereunto appertaining, containing 25.0016 acres, more or less, lying on the northerly side of Route 635 (Haycock Road) in COURT HOUSE MAGISTERIAL DISTRICT, Floyd County, Virginia, being designated as "25.0016 Acres ±" on a plat made by Jennings L. Bolt, L.S., dated October 11, 1999, recorded in Plat

Mailed 12-20-99 Gerald W. Via
4917 Grape Tree Lane
Roanoke, VA 24018

WILLIAM B. McCLUNG
& ASSOCIATES, P.C.
ATTORNEYS AT LAW
P.O. BOX 1157
LEXINGTON, VIRGINIA 24450

Cabinet _____, Slot _____, in the Clerk's Office of the Circuit Court of Floyd County, Virginia.

(2) A perpetual non-exclusive easement over and across a private road leading from Road 635 to and along the above conveyed parcel for ingress and egress to and from said property. Said easement is shown as "50' R/W to Rte #635" on the aforesaid plat. Maintenance of said road shall be shared among the users thereof in proportion to such usage.

Grantor specifically reserves for the benefit of its remaining property a perpetual non-exclusive easement over and across that portion of the aforesaid "50' R/W to Rte #635" to provide ingress and egress from said public road to Grantor's remaining property.


The above conveyance is made subject to restrictions and easements of record and the reservation by Grantor of all timber exceeding 14 inches at stump height. Grantor shall have one year from the date hereof to cut and remove said timber from the above conveyed property.

The above property is a portion of that property acquired by Grantor by deed dated July 29, 1998, from D. L. Phillips Investment Builders, Inc., et al, and recorded as aforesaid as Deed No. 98002009.

WITNESS the following signatures and seals:

WYTHE DEVELOPMENT COMPANY

By: GRAIN DEVELOPMENT, INC.

BY: 
Byrd E. White, III, Vice President

By: LITTLE RIVER LAND COMPANY, INC.

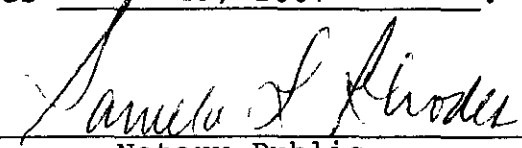
By: 
F. Earl Frith, President

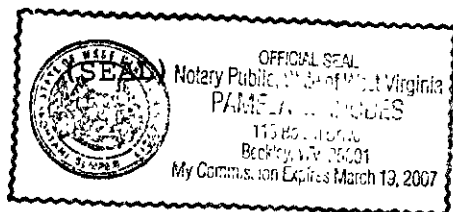
STATE OF WEST VIRGINIA

CITY/COUNTY OF Raleigh, to-wit:

The foregoing instrument was acknowledged before me this
12th day of Nov, 1999, by BYRD E. WHITE, III, Vice
President of GRAIN DEVELOPMENT, INC., a West Virginia
Corporation.

My commission expires March 19, 2007.


Notary Public



STATE OF VIRGINIA

CITY/COUNTY OF FLOYD, to-wit:

The foregoing instrument was acknowledged before me this NOVEMBER 15, 1999, by F. EARL FRITH, President of LITTLE RIVER LAND COMPANY, INC., a Virginia Corporation.

My commission expires AUGUST 31, 2000.

Marlene West
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County
Dec 17, 1999, at 2:40, P M
This instrument received in office, and with certificate thereto attached
admitted to record. The tax imposed by Section 58-1-302 of the code in
the amount of \$ 37.50 has been paid.

Teste: WENDELL G. PETERS, Clerk

Wendell Peters D.C.

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of September 2nd, 2021, between Vicky W. Via, owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and

(hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced 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 Floyd, Virginia, and described as:

2. Legal Description –

1. +/- 17.92 acres; Tax ID# 56-148; Deed Book # 13-0001002; PC2-119B
2. +/- 25 acres and improvements; Tax ID# 56-148F; Deed Book # 99-1113096; PC2-227
3. +/- 8.54 acres; Tax ID# 56-148K; Deed Book # 06-0001785; PC3-297A

More Commonly Known As – 759 Haycock Rd., Floyd, VA 24097

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 Auction Company, of \$5,000

(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.

Seller's Initials _____

Purchaser's Initials _____

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before **October 18, 2021** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

6. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not 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.

Seller's Initials _____

Purchaser's Initials _____

(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 the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is attached.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not 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. (See Standard Provision J on Exhibit A.)

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

Seller's Initials _____

Purchaser's Initials _____

(e) **Notice of Principal Residence.** Purchaser does _____ or does not ____ intend to occupy the Property 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 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 1974 and lead base paint disclosure is required.

(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.

Seller's Initials _____

Purchaser's Initials _____

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.

(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

Seller's Initials _____

Purchaser's Initials _____

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.

(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 _____

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

Vicky W Via (Seller) 09/02/2021

Purchaser Name

Address

Phone # Email

(Purchaser signature) 09/02/2021

Purchaser Name

Address

Phone # Email

(Purchaser signature) 09/02/2021

Seller's Initials _____

Purchaser's Initials _____