



Blue Ridge Land & Auction Co., Inc

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 – Miranda Waddell

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Friday, October 6th, 2023 at 3 PM

*** Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

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 –

Legally described as:

1. Tax ID 122-11-1; Consisting of +/- 2.31 ac and improvements; LOT 1 LOONEY ESTATES
2. Tax ID 122-11-2; Consisting of +/- 1.19 ac and improvements; LOT 2 LOONEY ESTATES
3. Tax ID 122-11-3; Consisting of +/- 1.04 ac and improvements; LOT 3 LOONEY ESTATES

More Commonly Known As: TBD Wyndale Rd., Abingdon, VA 24210

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, October 6th, 2023 at 3 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 **Kaitlyn Harman** at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com. 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) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. 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 \$5,000 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 **Monday, November 20, 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 2 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 off 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

Aerial



**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour



**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Topo



**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

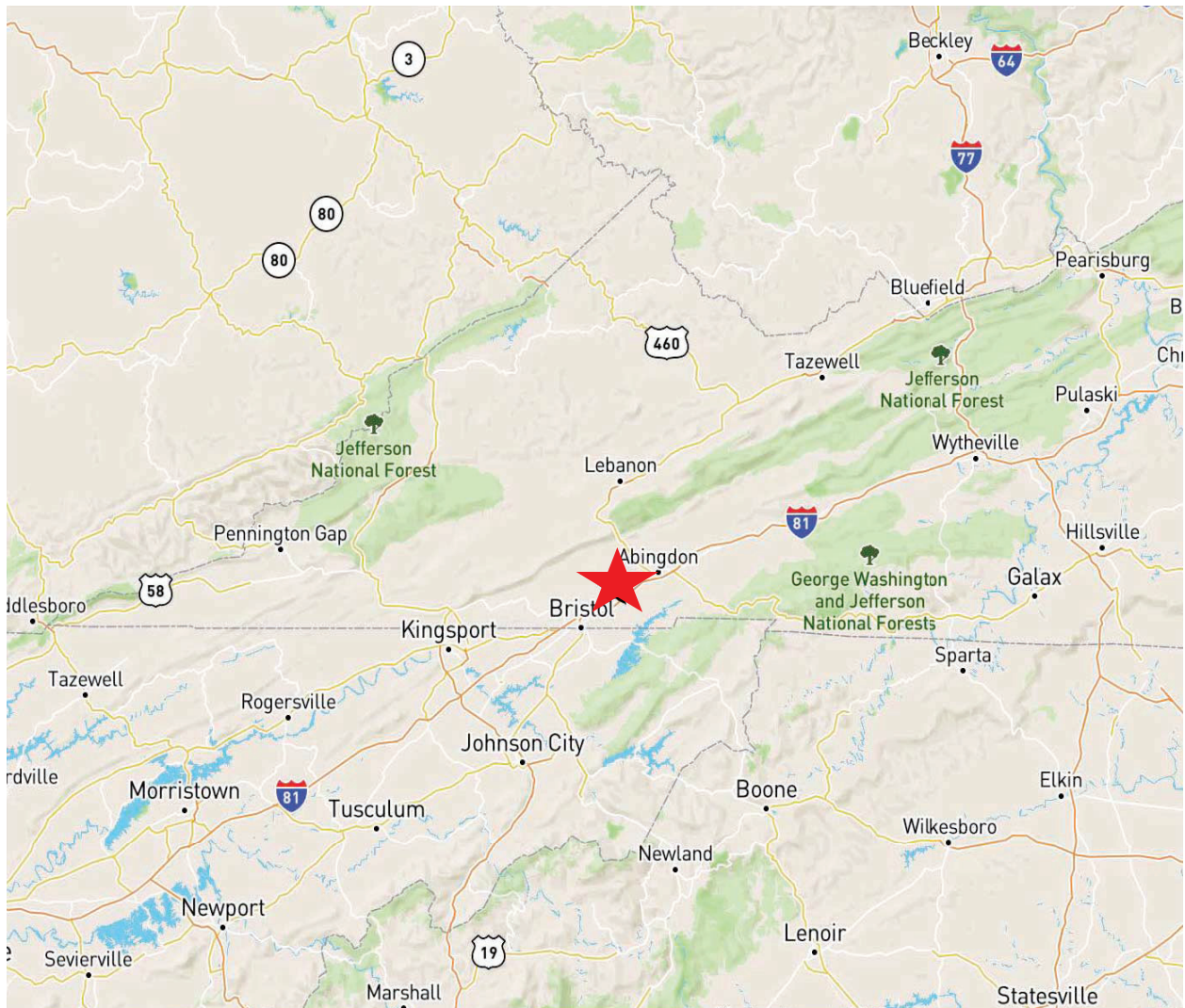
TBD Wyndale Rd.,
Abingdon, VA 24210





Location

TBD Wyndale Rd.,
Abingdon, VA 24210



OWNERS STATEMENT

THE ABOVE AND FOREGOING SUBDIVISION OF REAL ESTATE AS IT APPEARS ON THIS PLAT IS THE FREE WILL AND CONSENT OF THE UNDERSIGNED OWNERS IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS.

Kimberly M. Stanley

NOTARY STATEMENT

STATE OF VIRGINIA
COUNTY OF WASHINGTON
I, *Robert W. Anstey*, a Notary Public in and for the County of Washington, State of Virginia, do hereby certify that

WHOSE NAME IS SIGNED TO THE FOREGOING STATEMENT APPEARED PERSONALLY BEFORE ME IN MY STATE AND COUNTY AND ACKNOWLEDGED THE SAME.
MY COMMISSION EXPIRES *11-20-08*
GIVEN UNDER MY HAND AND SEAL THIS *23* DAY OF *October*, 2006.

Robert W. Anstey
NOTARY PUBLIC

SURVEYORS CERTIFICATE

I, *John S. Rasnick*, a Licensed Professional Engineer in the State of Virginia, do hereby certify that I have personally examined the above and foregoing plat and the same conforms with the minimum procedures and standards established by the Virginia Board of Professional Engineers, Land Surveyors and Landscape Architects.

SOURCE OF TITLE: 050005946

PLACE OF RECORD OF LAST INSTRUMENT IN THE CHAIN OF TITLE: WASHINGTON COUNTY CLERK'S OFFICE

THE PROPERTY AS SHOWN ON THIS PLAT LIES IN FLOOD ZONE: N/A

REFERENCE: N/A

COMMUNITY PANEL ID: N/A

DATE OF SURVEY: *10/23/06*

SURVEYOR: *John S. Rasnick*



CERTIFICATE OF APPROVAL

THIS SUBDIVISION KNOWN AS LOONEY ESTATES, WITH ITS LOTS AND BLOCKS, HAS BEEN APPROVED BY THE BOARD OF HEALTH OF THE COUNTY OF WASHINGTON, VIRGINIA (2002) AND MAY BE COMMITTED TO RECORD.

Highway Engineer: *Steven B. Buehler*, 10 Sep 05

DATE OF EXECUTION: *9-19-2005*

HEALTH OFFICER: *John S. Rasnick*, 16 Sep 05

DATE OF EXECUTION: *9-19-2005*

UTILITY COORDINATOR: *John S. Rasnick*, 16 Sep 05

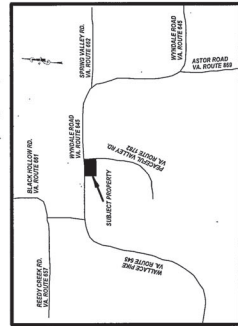
DATE OF EXECUTION: *9-19-2005*

COUNTY SUBDIVISION AGENT: *John S. Rasnick*, 16 Sep 05

DATE OF EXECUTION: *9-19-2005*

THIS PLAT IS NOT APPROVED AND INVALID IF RECORDED WITHOUT SIGNATURE OF SUBDIVISION AGENT.

LOCATION MAP



THIS SUBDIVISION IS APPROVED FOR INDIVIDUAL ONSITE SEWAGE SYSTEMS IN ACCORDANCE WITH THE REGULATIONS OF THE BOARD OF HEALTH OF THE COUNTY OF WASHINGTON, VIRGINIA (2002) AND MAY BE COMMITTED TO RECORD.

THE BOARD OF HEALTH HAS LIMITED THE USE OF THIS SUBDIVISION TO RESIDENTIAL PURPOSES ONLY. THE BOARD OF HEALTH HAS LIMITED THE USE OF THIS SUBDIVISION TO RESIDENTIAL PURPOSES ONLY. THE BOARD OF HEALTH HAS LIMITED THE USE OF THIS SUBDIVISION TO RESIDENTIAL PURPOSES ONLY.



PLAT

SHOWING A DIVISION OF

THE PROPERTY OF

JERRY STANLEY

AND

KIMBERLY M. STANLEY

HEREAFTER KNOWN AS

LOONEY ESTATES

BEING A DIVISION OF TRACT NO. 1 IN

BLOCK C OF THE KIRBY SMITH LAND

AS SHOWN ON A PLAT OF SURVEY

RECORDED IN THE COUNTY OF WASHINGTON

AS SURVEYED BY JOHN S. RASNICK, L.S.

ON JULY 04, 2005

REVISED AUGUST 26, 2005

IPF=IRON PIN FOUND

IPS=IRON PIN SET

= OVERHEAD UTILITY LINES

= UTILITY POLE

THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS, CONVEYANCES,

RESTRICTIONS, EASEMENTS, AND OTHER INTERESTS THAT MAY BE

DISCLOSED BY A FILL AND ACCURATE TITLE SEARCH.

THIS PLAT REPRESENTS A CURRENT FIELD SURVEY

NO NEW ROADS ARE PLANNED OR CONSTRUCTED TO

10.00'. SPECIFICATIONS FOR THE CREATION OF THIS SUBDIVISION

VIRGINIA: In the Circuit Court of Washington County, on this *23* day of *October*, 2006, this instrument was admitted to record.
TESTE: *Kathy Macgill*, Deputy Clerk

Last Updated: 01/01/2021

Washington County, VA

Land Card Created by NetGIS on 8/22/2023

Map # 122 11 1
 Acreage 2.31
 Record # 45196 Card 1
 Sale Price 55000
 Grantor HESS JASON ALLEN & KELLI L
 Prop. Desc. LOT 1 LOONEY ESTATES PROP OF JERRY & KIMBERLY M STANLEY ACR 2.31

Owner WADDELL TURNMIRE MIRANDA HOPE
 911 Adr 0 WYNDALE RD
 GPS pin
 Sale Date 07/31/2018 Ratio .574
 Magisterial District WILSON



Occupancy VACANT LAND	Interior Walls	Stories 0.00	
RightofWay PUBLIC		Year Built 0	Age 0
Pavement PAVED	Flooring	Public Gas N	Electric N
Terrain ON GRADE	Total Rooms 0	Foundation	
Charact. ROLLING/SLOPING	Bed Rooms 0	Ext. Walls	
WA Source NONE	Bath Rooms 0 F/H 0	Roof Type	
Sewer NONE	Heat	Roofing	
Zoning 0	Fuel		
Use Class 2 -SINGLE FAMILY SUBURB	Air Cond. No		

Land Description	Unit Size	Unit Value	Unit Method	Unit Adj	Unit Total
HomeSite	1.00	25,000	H	0.00	25,000
Other	1.31	5,000		0.00	6,550

Unit Improvement	Unit Length	Unit Width	Unit Cond	Unit Rate	Unit Deprec	Unit Rate
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Building Desc.	Story	Size	Class	Factor	Rate	Deprec.	Value
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Structural Element

% Area	Area SF	Rate SF
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Building	0.0 @	0.00	0
Basement	@		0
Fin. Bsmnt.	0 @	0.00	0

Bath Rooms 0 F/H 0	Plumbing Value	0
Air Cond. No	Heating Value	0
FP 0 Stack 0 NV	A/C Value	0
-Gas Logs	Fireplace Value	0
Flu 0 Stack 0 Metal 0	Flu Value	0
Garage	Built In Garage	0
No Cars 0	Interior Improvements	0
	Total S/W/Landscape	
	Extra Kitchen Value	
	Total Structural Additions	0

Sub Total	0
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Class	Factor .00	0
Adj. Factor 0.00	Phys. Depr. 0.00	0
Condition	Func. Depr. .00	0
Year Built	Econ. Depr. .00	0
Age 0	Fair Value	N/A

Value Summary	Total Main Structure	0
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Date of Value 1/1/2021

NbrHood Adj	0.00	0
Perc. Comp.	0.00	0
L/S Adj	N/A	0
Total Other Imp.		0

% Chg	Previous Values	Current Values
100.00	Imp. 0	Total Imp. Value 0
0.00	Land 31,600	Total Land Value 31,600
	31,600	Total Prop. Value 31,600

Value History

Year	Land Imprv.	Total	Reason
2021	31,600 0	31,600	REVALUED-GENERAL REASS.
2018	31,600 0	31,600	GENERAL REASSESSMENT
2011	32,900 0	32,900	GENERAL REASSESSMENT

Inst. Number
D 2018-3727

Deed Book
-0

User Codes

Date Inspected
7242020

At Home
N

Initials
AGCW

Remarks NICE FLAT LAND

Other Desc.



Washington County, VA

Overflow Page

Map # 122 11 1
Acreage 2.31
Record # 45196 Card# 1
Sale Price 55000
Grantor HESS JASON ALLEN & KELLI L

Owner WADDELL TURNMIRE MIRANDA HOPE
911 Adr 0 WYNDALE RD
GPS pin
Sale Date 07/31/2018 Ratio .574

Land

<u>Land Description</u>	<u>Unit Size</u>	<u>Unit Value</u>	<u>Unit Method</u>	<u>Unit Adj</u>	<u>Unit Total</u>
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Improvements

<u>Unit Improvement</u>	<u>Unit Length</u>	<u>Unit Width</u>	<u>Unit Cond</u>	<u>Unit Rate</u>	<u>Unit Deprc</u>	<u>Unit Rate</u>
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Building

<u>Building Desc.</u>	<u>Story</u>	<u>Size</u>	<u>Class</u>	<u>Factor</u>	<u>Rate</u>	<u>Deprec.</u>	<u>Value</u>
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Permits

<u>Year</u>	<u>Permit#</u>	<u>Type</u>	<u>Job Value</u>	<u>Remarks</u>
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Sales History

<u>Name</u>	<u>Sales Price</u>	<u>Year Sold</u>
STANLEY JERRY & KIMBERLY M		7202005
HESS JASON ALLEN & KELLI L	48,000	5232007

Last Updated: 01/01/2021

Washington County, VA

Land Card Created by NetGIS on 8/22/2023

Map # 122 11 2
 Acreage 1.19
 Record # 45197 Card 1
 Sale Price 26100
 Grantor PHILLIPS DEREK D
 Prop. Desc. LOT 2 LOONEY ESTATES PROP OF JERRY & KIMBERLY M STANLEY ACR 1.19

Owner WADDELL MIRANDA
 911 Adr 0 WYNDALD RD
 GPS pin
 Sale Date 06/04/2012 Ratio .996
 Magisterial District WILSON



Occupancy VACANT LAND	Interior Walls	Stories 0.00	
RightofWay PUBLIC		Year Built 0	Age 0
Pavement PAVED	Flooring	Public Gas N	Electric N
Terrain ON GRADE	Total Rooms 0	Foundation	
Charact. ROLLING/SLOPING	Bed Rooms 0	Ext. Walls	
WA Source NONE	Bath Rooms 0 F/H 0	Roof Type	
Sewer NONE	Heat	Roofing	
Zoning 0	Fuel		
Use Class 2 -SINGLE FAMILY SUBURB	Air Cond. No		

Land Description	Unit Size	Unit Value	Unit Method	Unit Adj	Unit Total
HomeSite	1.00	25,000	H	0.00	25,000
Other	.19	5,000		0.00	950

Unit Improvement	Unit Length	Unit Width	Unit Cond	Unit Rate	Unit Deprec	Unit Rate
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Building Desc.	Story	Size	Class	Factor	Rate	Deprec.	Value
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Structural Element

% Area	Area SF	Rate SF
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Building	0.0 @	0.00	0
Basement	@		0
Fin. Bsmnt.	0 @	0.00	0

Bath Rooms 0 F/H 0	Plumbing Value	0
Air Cond. No	Heating Value	0
	A/C Value	0
FP 0 Stack 0 NV	Fireplace Value	0
-Gas Logs	Flu Value	0
Flu 0 Stack 0 Metal 0	Built In Garage	0
	Interior Improvements	0
Garage	Total S/W/Landscape	
No Cars 0	Extra Kitchen Value	
	Total Structural Additions	0

Sub Total	0
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Class	Factor .00	0
Adj. Factor 0.00	Phys. Depr. 0.00	0
Condition	Func. Depr. .00	0
Year Built	Econ. Depr. .00	0
Age 0	Fair Value	N/A

Value Summary	Total Main Structure	0
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Date of Value 1/1/2021

NbrHood Adj	0.00	0
Perc. Comp.	0.00	0
L/S Adj	N/A	0
Total Other Imp.		0

% Chg	Previous Values	Current Values
100.00	Imp. 0	Total Imp. Value 0
0.00	Land 26,000	Total Land Value 26,000
	26,000	Total Prop. Value 26,000

Value History

Year	Land Imprv.	Total	Reason
2021	26,000 0	26,000	REVALUED-GENERAL REASS.
2016	26,000 0	26,000	GENERAL REASSESSMENT
2011	26,100 0	26,100	GENERAL REASSESSMENT

Inst. Number
D 2012-3067

Deed Book
-0

User Codes

Date Inspected
7242020

At Home
N

Initials
AGCW

Remarks NICE FLAT LAND

Other Desc.



Washington County, VA

Overflow Page

Map # 122 11 2
Acreage 1.19
Record # 45197 Card# 1
Sale Price 26100
Grantor PHILLIPS DEREK D

Owner WADDELL MIRANDA
911 Adr 0 WYNDALE RD
GPS pin
Sale Date 06/04/2012

Ratio .996

Land

<u>Land Description</u>	<u>Unit Size</u>	<u>Unit Value</u>	<u>Unit Method</u>	<u>Unit Adj</u>	<u>Unit Total</u>
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Improvements

<u>Unit Improvement</u>	<u>Unit Length</u>	<u>Unit Width</u>	<u>Unit Cond</u>	<u>Unit Rate</u>	<u>Unit Deprc</u>	<u>Unit Rate</u>
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Building

<u>Building Desc.</u>	<u>Story</u>	<u>Size</u>	<u>Class</u>	<u>Factor</u>	<u>Rate</u>	<u>Deprec.</u>	<u>Value</u>
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Permits

<u>Year</u>	<u>Permit#</u>	<u>Type</u>	<u>Job Value</u>	<u>Remarks</u>
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Sales History

<u>Name</u>	<u>Sales Price</u>	<u>Year Sold</u>
STANLEY JERRY & KIMBERLY M		7202005
PHILLIPS DEREK D	17,000	11122009

Last Updated: 01/01/2021

Washington County, VA

Land Card Created by NetGIS on 8/22/2023

Map # 122 11 3
 Acreage 1.04
 Record # 45198 Card 1
 Sale Price 19000
 Grantor DENTON CLARENCE W & SHIRLEY A
 Prop. Desc. LOT 3 LOONEY ESTATES PROP OF JERRY & KIMBERLY M STANLEY ACR 1.04

Owner WADDELL MIRANDA
 911 Adr 0 WYNDALE RD
 GPS pin
 Sale Date 06/21/2011 Ratio 1.326
 Magisterial District WILSON



Occupancy VACANT LAND	Interior Walls	Stories 0.00	
RightofWay PUBLIC		Year Built 0	Age 0
Pavement PAVED	Flooring	Public Gas N	Electric N
Terrain ON GRADE	Total Rooms 0	Foundation	
Charact. ROLLING/SLOPING	Bed Rooms 0	Ext. Walls	
WA Source NONE	Bath Rooms 0 F/H 0	Roof Type	
Sewer NONE	Heat	Roofing	
Zoning 0	Fuel		
Use Class 2 -SINGLE FAMILY SUBURB	Air Cond. No		

Land Description	Unit Size	Unit Value	Unit Method	Unit Adj	Unit Total
HomeSite	1.00	25,000	H	0.00	25,000
Other	.04	5,000		0.00	200

Unit Improvement	Unit Length	Unit Width	Unit Cond	Unit Rate	Unit Deprec	Unit Rate
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Building Desc.	Story	Size	Class	Factor	Rate	Deprec.	Value
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Structural Element

% Area	Area SF	Rate SF	
Building	0.0 @	0.00	0
Basement	@		0
Fin. Bsmnt.	0 @	0.00	0

Bath Rooms 0 F/H 0	Plumbing Value	0
Air Cond. No	Heating Value	0
FP 0 Stack 0 NV	A/C Value	0
-Gas Logs	Fireplace Value	0
Flu 0 Stack 0 Metal 0	Flu Value	0
Garage	Built In Garage	0
No Cars 0	Interior Improvements	0
	Total S/W/Landscape	
	Extra Kitchen Value	
	Total Structural Additions	0

Sub Total	0
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Class	Factor .00	0
Adj. Factor 0.00	Phys. Depr. 0.00	0
Condition	Func. Depr. .00	0
Year Built	Econ. Depr. .00	0
Age 0	Fair Value	N/A

Value Summary	Total Main Structure	0
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Date of Value 1/1/2021

NbrHood Adj	0.00	0
Perc. Comp.	0.00	0
L/S Adj	N/A	0
Total Other Imp.		0

% Chg	Previous Values	Current Values
100.00	Imp. 0	Total Imp. Value 0
0.00	Land 25,200	Total Land Value 25,200
	25,200	Total Prop. Value 25,200

Value History

Year	Land Imprv.	Total	Reason
2021	25,200 0	25,200	REVALUED-GENERAL REASS.
2016	25,200 0	25,200	GENERAL REASSESSMENT
2011	25,200 0	25,200	GENERAL REASSESSMENT

Inst. Number

D 2011-3133

Deed Book

-0

User Codes

Date Inspected

7242020

At Home

N

Initials

AGCW

Remarks NICE FLAT LAND

Other Desc.



Washington County, VA

Overflow Page

Map # 122 11 3

Acreage 1.04

Record # 45198

Sale Price 19000

Grantor DENTON CLARENCE W & SHIRLEY A

Card# 1

Owner WADDELL MIRANDA

911 Adr 0 WYNDALE RD

GPS pin

Sale Date 06/21/2011

Ratio 1.326

Land

<u>Land Description</u>	<u>Unit Size</u>	<u>Unit Value</u>	<u>Unit Method</u>	<u>Unit Adj</u>	<u>Unit Total</u>
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Improvements

<u>Unit Improvement</u>	<u>Unit Length</u>	<u>Unit Width</u>	<u>Unit Cond</u>	<u>Unit Rate</u>	<u>Unit Deprc</u>	<u>Unit Rate</u>
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Building

<u>Building Desc.</u>	<u>Story</u>	<u>Size</u>	<u>Class</u>	<u>Factor</u>	<u>Rate</u>	<u>Deprec.</u>	<u>Value</u>
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Permits

<u>Year</u>	<u>Permit#</u>	<u>Type</u>	<u>Job Value</u>	<u>Remarks</u>
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Sales History

<u>Name</u>	<u>Sales Price</u>	<u>Year Sold</u>
STANLEY JERRY & KIMBERLY M		7202005
DENTON CLARENCE W & SHIRLEY A	46,000	11132009

Deed Prepared Without Benefit of a Title Search by:

ELY LAW GROUP, P.C.
 Brian M. Ely, VSB#37370
 597 East Main Street
 Abingdon, Virginia 24210

Title Insurance Underwriter: None

Tax Map No. 122-11-1

Consideration: \$55,000.00

Tax-assessed Value: \$31,600.00

THIS DEED, made this the 26th day of July, 2018, by and between
 JASON ALLEN HESS and KELLI L. HESS, husband and wife, hereinafter "Grantors",
 and MIRANDA HOPE WADDELL-TURNMIRE, who is the same person formerly known
 as MIRANDA HOPE WADDELL, hereinafter "Grantee".

WITNESSETH:

THAT FOR and in consideration of the sum of Fifty-Five Thousand Dollars (\$55,000.00), the receipt of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey unto the Grantee, with covenants of **GENERAL WARRANTY** and **ENGLISH COVENANTS OF TITLE**, the following property:

All that tract or parcel of land, together with all appurtenances thereunto belonging, situate, lying and being the Wilson Magisterial District of Washington County, Virginia, and being more particularly described, as Tract 1 of Looney Estates, containing 2.31 acres, more or less, as shown on the survey partially titled "PLAT SHOWING A DIVISION OF THE PROPERTY OF JERRY STANLEY AND KIMBERLY M. STANLEY HEREINAFTER KNOWN AS LOONEY ESTATES", of record in Plat Book 50, page 79, in the Office of the Circuit Court Clerk of Washington County, Virginia, to which plat reference is hereby made for a more particular description of the property herein conveyed.

BEING the same property as that conveyed to Grantors by deed dated May 23, 2007, of record in Instrument Number 070004089, in the aforesaid Clerk's office.

This conveyance is made subject to all existing easements, conditions, rights of way and restrictions of record as may affect the title to said property, and to matters visible upon

inspection. Specifically, this conveyance is made subject to the covenants for Looney Estates, as set forth in Instrument Number 070000493.

By this conveyance, the terms of the Agreement dated June 29, 2011, of record in Instrument Number 110003329, are completed and the First Option to Purchase is now extinguished. Grantee signs this Deed to confirm that she has exercised the option to purchase and the above-reference Agreement is now moot.

IN WITNESS WHEREOF, by signature and seal.

Jason Hess (SEAL)
JASON ALLEN HESS

Kelli L. Hess (SEAL)
KELLI L. HESS

STATE OF VIRGINIA
COUNTY OF WASHINGTON, to-wit:

I, the undersigned, a Notary Public in and for the state and county aforesaid, do hereby certify that Jason Allen Hess and Kelli L. Hess, whose names are signed to the foregoing writing, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 26th day of July, 2018.



Rebecca Dickenson
Notary Public. Registration #: 7534878
My Commission Expires: 3-31-21

Miranda Hope Waddell-Turnmire (SEAL)
MIRANDA HOPE WADDELL-TURNMIRE

STATE OF VIRGINIA
COUNTY OF WASHINGTON, to-wit:

I, the undersigned, a Notary Public in and for the state and county aforesaid, do hereby certify that **MIRANDA HOPE WADDELL-TURNMIRE**, whose name is signed to the foregoing writing, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 26th day of July, 2018.



Rebecca Dickenson

Notary Public. Registration #: 7534878

My Commission Expires: 3-31-21

Waddell-Turnmire's mailing address:

19076 Rich Valley Rd.
Abingdon, VA 24210

INSTRUMENT 180003727
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY CIRCUIT ON
July 31, 2018 AT 02:59 PM
\$55.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$27.50 LOCAL: \$27.50
PATRICIA S. MOORE, CLERK
RECORDED BY: JEW

Assessment Value \$26,100.00
Consideration \$19,000.00

TITLE INSURER: FIRST AMERICAN TITLE INSURANCE COMPANY

THIS *DEED* made and entered into this the 1st day of June, 2012, by and between *DEREK D. PHILLIPS*, unmarried hereinafter referred to as Grantor, and *MIRANDA HOPE WADDELL*, unmarried hereinafter referred to as Grantee;

WITNESSETH:

That for and in consideration of the sum of **Nineteen Thousand and 00/100 DOLLARS (\$19,000.00)**, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor has bargained and sold, and does hereby grant, transfer and convey unto the Grantee, her heirs and assigns, with fee simple interest forever, with general warranty and English covenants of title, that certain lot or parcel of land lying and being situate in the Wilson Magisterial District of Washington County, Virginia, more particularly bounded and described as follows:

Tax Map No. 122-11-2

BEING Lot No. Two (2) as shown on plat entitled "PLAT SHOWING A DIVISION OF THE PROPERTY OF JERRY STANLEY AND KIMBERLY M. STANLEY HEREAFTER KNOWN AS LOONEY

Prepared By: Thomson Lipscomb, Attorney-at-Law, P O Drawer 310, Boydton, VA 23917

ESTATES," prepared by John S. Rasnick, L. S. 002003 of Boundary Hunter Land Surveying, dated August 29, 2005, of record in the Washington County Circuit Court Clerk's Office in Plat Book 50, at Page 79 and to which reference is made for a more accurate description of the property herein conveyed.

AND BEING the identical property in all respects as was conveyed to Derek D. Phillips from Jerry Stanley and Kimberly M. Stanley, husband and wife, by Deed dated October 29, 2009, which Deed is of record in the Circuit Court Clerk's Office for Washington County, Virginia as Instrument Number 090007408, Page 97.

This conveyance is made subject to all conditions, restrictions, easements, zoning ordinances and rights of way of record in the aforesaid Clerk's Office as they pertain to said property and in particular the Restrictive Covenants, Conditions and Restrictions Looney Estates, of record as Instrument Number 070000493, Page 214.

TO HAVE AND TO HOLD said property, together with all improvements thereon and appurtenances thereunto in any wise belonging, unto said Grantee, her heirs and assigns with fee simple interest forever.

This conveyance is made subject to any and all covenants and restrictions with reference to said property, and all visible or recorded easements and more particularly to those restrictions recorded as Instrument Number 070000493, Page 214.

Taxes for the year 2012 have been prorated and are hereby expressly assumed by the Grantee.

WITNESS the following signature and seal.


DEREK D. PHILLIPS (SEAL)

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The foregoing instrument was acknowledged before me this 1st day of June, 2012, by DEREK D. PHILLIPS.




Notary Public

My commission expires the 19th day of May 2015.

Notary Registration No. None

NAME AND ADDRESS OF PROPERTY OWNER(S):

MIRANDA HOPE WADDELL

19076 Rich Valley Rd.

Abingdon, VA 24210

**NAME AND ADDRESS OF THE PERSON OR ENTITY RESPONSIBLE
FOR THE PAYMENT OF THE REAL PROPERTY TAX:**

EASTMAN CREDIT UNION

2021 Meadowview Lane

Kingsport, TN 37660

The undersigned does hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is ~~\$10,000.00~~ which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Miranda Maddell
Affiant

Sworn to and subscribed before me this 1st day of June, 2012.



Jane T. Fletcher
Notary Public
My commission expires the 19th day of May, 2015
Notary Registration No. None

INSTRUMENT #120003067
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
JUNE 4, 2012 AT 12:20PM
\$26.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$13.25 LOCAL: \$13.25

PATRICIA S. MOORE, CLERK
RECORDED BY: RHR

Assessed Value \$25,200.00
Purchase Price \$19,000.00

THIS DEED made and entered into this 13th day of June, 2011 by and between **Clarence W. Denton** and wife, **Shirley A. Denton**, hereinafter known as the Parties of the First Part, and **Miranda Waddell (unmarried)**, hereinafter known as the Party of the Second Part.

WITNESSETH:

That for and in consideration of the sum of **Nineteen Thousand and 00/100 (\$19,000.00) Dollars**, cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Parties of the First Part have this day bargained and sold and by these presents do/does hereby grant, transfer, and convey unto the Party of the Second Part, her heirs and assigns, with covenants of general warranty and English covenants of title, the following described property, located in the Wilson Magisterial District of Washington County, Virginia, to-wit:

BEING Lot 3, Looney Estates, as shown on plat of record in the Office of the Circuit Court Clerk for Washington County, Virginia in Plat book 50, page 79.

AND BEING part of the property conveyed to Clarence W. Denton and wife, Shirley A. Denton by Deed dated October 29, 2009 from Jerry Stanley and wife, Kimberly M. Stanley, of record in the said Clerk's Office as Instrument No. 090007439.

Tax Map: 122 11 3

TO HAVE AND TO HOLD unto the Party of the Second Part, her heirs and assigns, in fee simple forever.

The Parties of the First Part covenant with the Party of the Second Part, her heirs and assigns, that they are lawfully seized and possessed of said property; that they have a good and lawful right to convey the same as herein conveyed and that they will forever warrant and defend the title to said property against the lawful claims of all persons whomsoever.

This instrument was prepared by:
McKinnis & Scott Attorneys
135 West Main Street
Suite 200
Kingsport, Tennessee 37660

This conveyance is made expressly subject to all covenants, conditions, restrictions and reservations contained in former deeds and other instruments of record applicable to said property insofar as same are presently binding thereon and to any easements apparent from an inspection of said property.

Taxes for the year 2011 shall be prorated between the parties hereto.

WITNESS the signatures of the Parties of the First Part this day and date first written above.



Clarence W. Denton


Shirley A. Denton

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

I, Glenda T. Verable, a notary public in and for the state and county aforesaid, do certify that Clarence W. Denton and wife, Shirley A. Denton, whose names are signed to the writing above, bearing date on the 13th day of June, 2011, have acknowledged the same before me in my county aforesaid as their free act and deed.

Given under my hand this the 13th day of June, 2011.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

4/2/2012



STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

The undersigned affiant, being first duly sworn, makes oath that the actual consideration for the foregoing transfer or the value of the property transferred, whichever is greater, is \$19,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Miranda Waddell

SWORN TO AND SUBSCRIBED before me, this the 13th day of June, 2011.

Glenda T. Venable
NOTARY PUBLIC

MY COMMISSION EXPIRES:

1/2/2012



PROPERTY OWNERS:

Miranda Waddell
19076 Rich Valley Road
Abingdon, VA 24210

PERSON OR AGENCY RESPONSIBLE FOR PAYMENT OF
REAL ESTATE TAXES:

SAME AS ABOVE

File No. 1000-T-2885 GTV

[Deeds2011Waddell, Miranda VA Property]

INSTRUMENT #110003133
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
JUNE 21, 2011 AT 01:46PM
\$25.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-202 OF THE VA. CODE
STATE: \$12.75 LOCAL: \$12.75

PATRICIA S. MOORE, CLERK
RECORDED BY: KKM

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 6th 2023, between Miranda Waddell owner 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 Carroll, Virginia, and described as:

1. Tax ID 122-11-1; Consisting of +/- 2.31 ac and improvements; LOT 1
LOONEY ESTATES
2. Tax ID 122-11-2; Consisting of +/- 1.19 ac and improvements; LOT 2
LOONEY ESTATES
3. Tax ID 122-11-3; Consisting of +/- 1.04 ac and improvements; LOT 3
LOONEY ESTATES

Address: TBD Wyndale Rd., Abingdon, VA 24210

2. 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.

3. Deposit. Purchaser has made a deposit with the 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.

4. Settlement Agent and Possession. Settlement shall be made at _____ on or before November 20th 2023 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Seller's Initials _____

Purchaser's Initials _____

5. 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 not attached because property is vacant land and exempt.

(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.

Seller's Initials _____

Purchaser's Initials _____

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

(e) **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.

(f) **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.

6. 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

Seller's Initials _____

Purchaser's Initials _____

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 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

Seller's Initials _____

Purchaser's Initials _____

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.

Miranda Waddell

10/06/2023

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

10/06/2023

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

10/06/2023

Seller's Initials _____

Purchaser's Initials _____