



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 – Big Spring Mill, Inc., William Robert Long, II (President) and Amy Long Ebel

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

AUCTION DATE – Thursday, March 13th, 2025 at 4 PM

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

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

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, in cooperation with Darin Greear (540-320-5859) of Long & Foster Real Estate.

OFFERING –

Legally described as:

Parcel ID 059-A 54; Consisting of +/- 1.8 Acres and Improvements; DB: 248 PG: 324

Address:

1931 Big Spring Dr., Elliston, VA 24087

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, March 13th, 2025 at 4 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 or REALTOR Darin Greear at (540) 320-5859.
- 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 **\$20,000** 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, April 28th, 2025**. 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, Long & Foster Real Estate, 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 17) **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.
- 18) **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).

- 19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.

- 20) **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 Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson 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
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

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

Darin Greear, Realtor – Long & Foster Real Estate

3601 Holiday Lane

Blacksburg, VA 24060

540-320-5859

Darin@RinerVA.com

Individual State License #'s

Virginia Real Estate Broker License #	0225086131
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Auction Services

Aerial



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. ****

Contour



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. ****

Floodplain

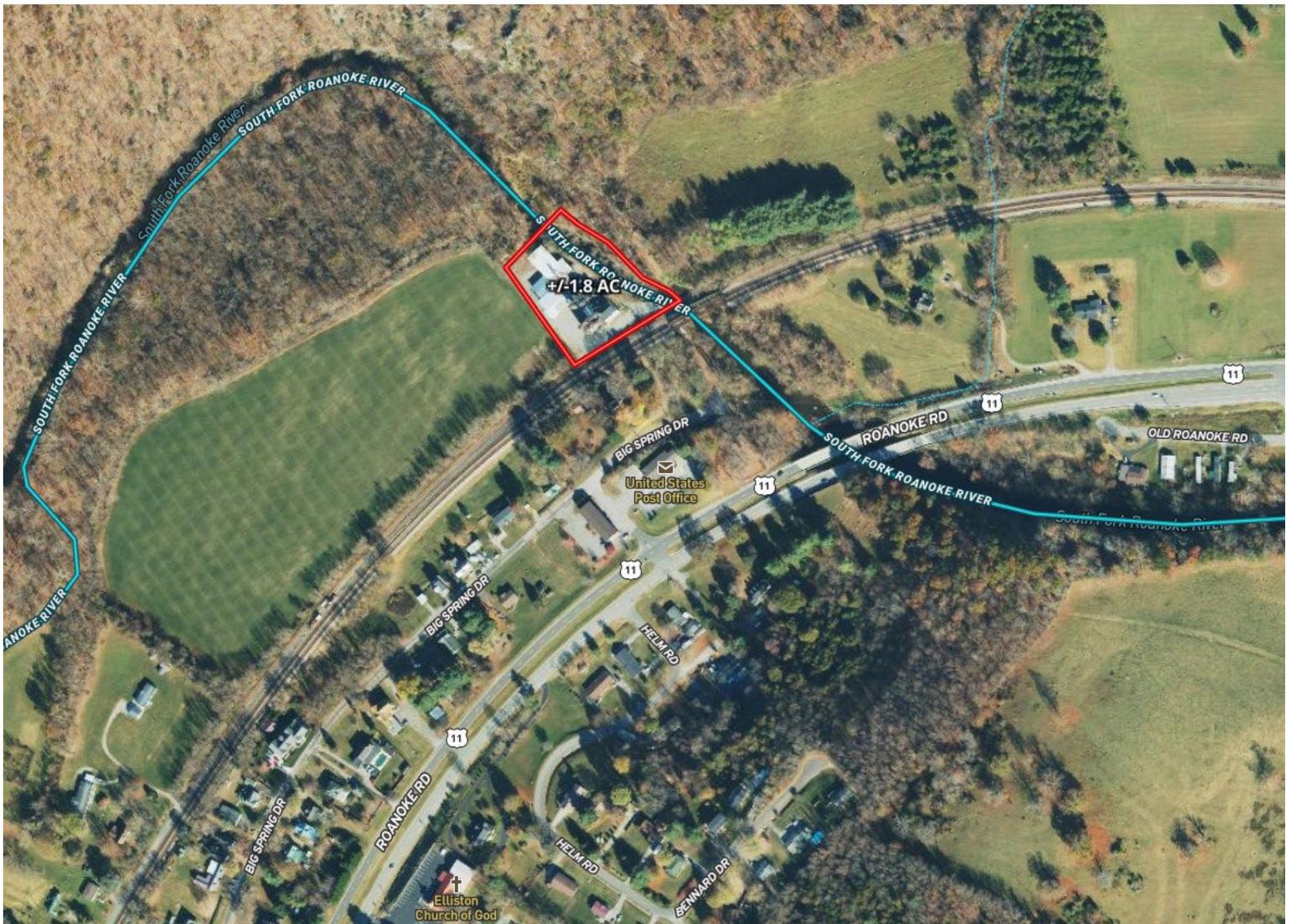
Property is in a floodplain





Neighborhood

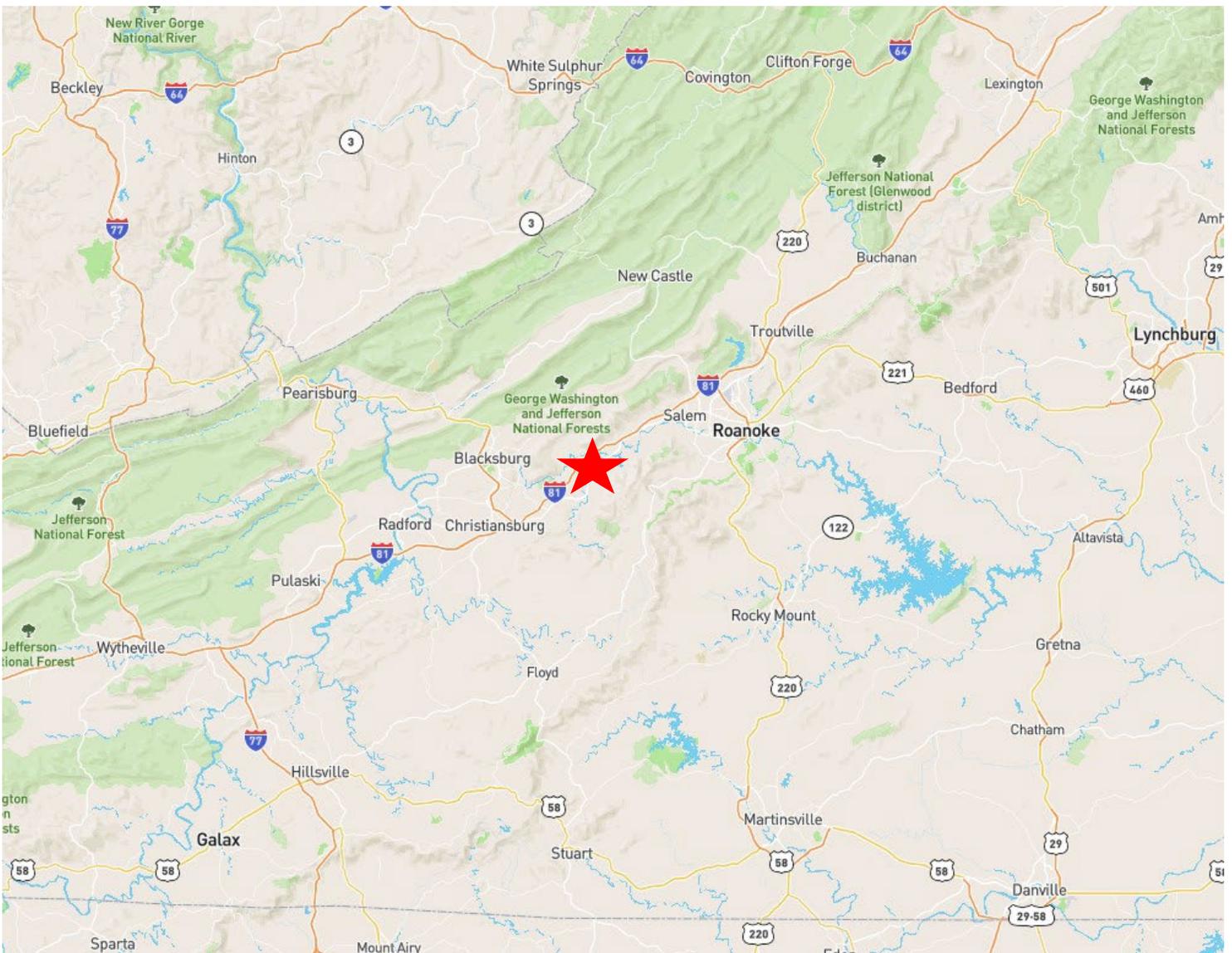
1931 Big Spring Dr.
Elliston, VA 24087





Location

1931 Big Spring Dr.,
Elliston, VA 24087



Parcel ID: 001620

BIG SPRING MILL INC
1931 BIG SPRING DR

TAX CARD

Owners

Owner1 BIG SPRING MILL INC
 Owner2
 Mailing Address P O BOX 305
 Mailing Address2
 City, State, Zip ELLISTON VA 24087

Parcel

Tax Map Number 059- A 54
 Property Address 1931 BIG SPRING DR
 City, State, Zip ELLISTON VA 24087
 Neighborhood Code MR348000
 Class Code/Description 4000/Commercial/Industrial
 Use Code/Description 499/OTHER COMMERCIAL STRUCTURES
 Primary Zoning Code/Desc A1/AGRICULTURAL
 Restriction Code/Description 1 /
 Restriction Code/Description 2 /
 Restriction Code/Description 3 /
 Land Use Program NO
 Notes: 0248-0324
 Notes: BLDG IN FLOODZONE -25%
 Notes:
 Notes:
 Notes:
 Notes: 3
 Notes: 4

Legal Description

Legal Description 1 ELLISTON
 Legal Description 2
 Tax District Code/Description MS/SHAWSVILLE
 Deeded Acres 1.8
 Deed Book 0248
 Page 0324

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
01-JAN-1964		BIG SPRING MILL INC		0248	0324

Sale Details

Sale Date 01-JAN-1964
 Sale Key 936
 Sale Price
 Grantee BIG SPRING MILL INC
 Grantor
 Book 0248
 Page 0324
 Sale Type
 Sale Source D-DEED BARGIN SALE
 Sale Validity 8-NOT VALIDATED

Commerical Info Building Description

Card 1
 Stories 16
 Year Built 1955
 Effective Year Built 1955
 Units
 Structure Code/Description 803/803
 Grade/Grade Factor 29/.85
 Improvement Name BIG SPRING MILL
 Percent Complete 100%
 Square Footage 14472
 Note1
 Note2

Commercial Other Features

Card	Int/Ext Line	Structure Code/Description	Square Footage	Value
1	1	803/LIGHT MANUFACTURING	1260	12000
1	2	803/LIGHT MANUFACTURING	1700	12500

1	3	803/LIGHT MANUFACTURING	576	4200
1	4	803/LIGHT MANUFACTURING	7840	64000
1	5	803/LIGHT MANUFACTURING	1260	10300
1	6	803/LIGHT MANUFACTURING	1260	10300
1	7	803/LIGHT MANUFACTURING	576	4700

Outbuildings

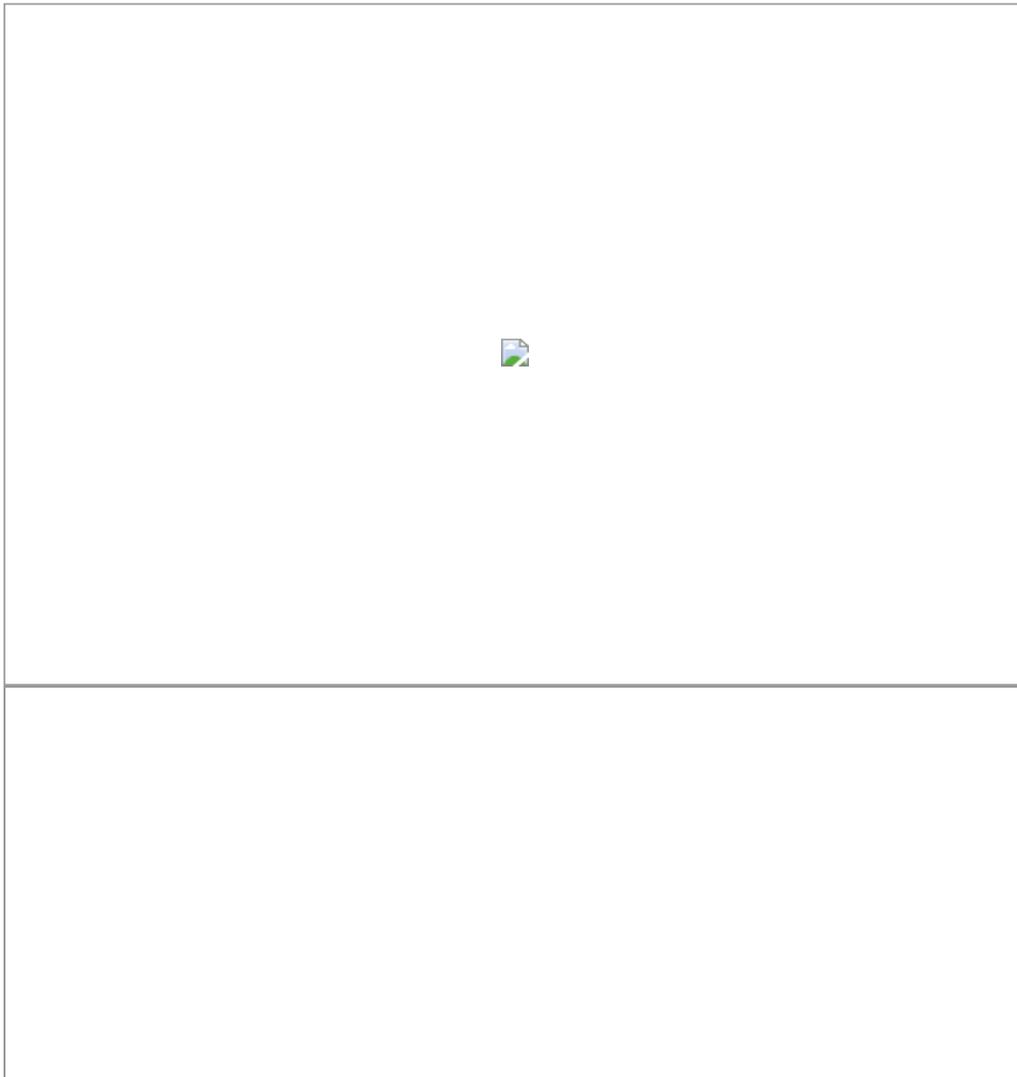
Card	Code/Desc	Year Built	Grade	Width	Length	Area	Value
1	C16 / CYC.FENCE-6'HT	1960	D			500	1000
1	BIN / COMMERCIAL GRAIN BIN	1970	C			28000	16800
1	BIN / COMMERCIAL GRAIN BIN	1970	C			2500	1500

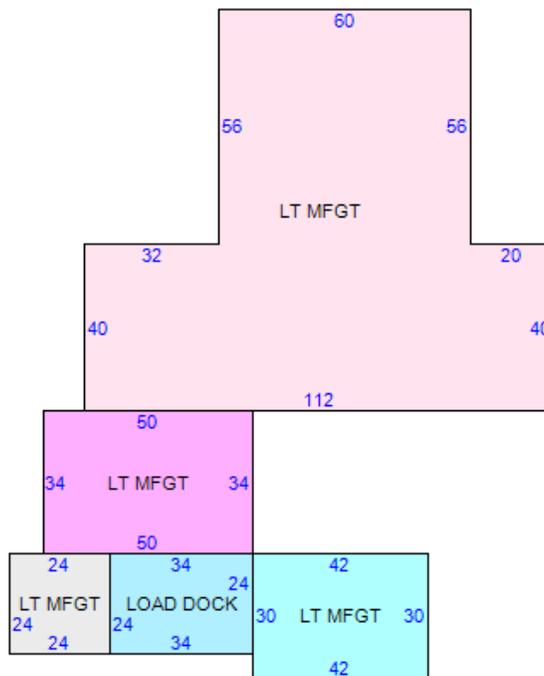
Assessed Values

Assessed Land	\$26,100
Assessed Buildings	\$130,400
Total Assessed Value	\$156,500
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026
 Values are subject to change due to additions or subtractions that occur to a parcel

Tax Rate for 2024 is 75 cents per \$100.





Item	Area
LT MFGT - 803:LIGHT MANUFACTURING	1260
LT MFGT - 803:LIGHT MANUFACTURING	1700
LOAD DOCK - LD1:LOAD DOCK,ST OR CONC	816
6'CYCFENC - C16:CYC.FENCE-6'HT	500
LT MFGT - 803:LIGHT MANUFACTURING	576
LT MFGT - 803:LIGHT MANUFACTURING	7840
LT MFGT - 803:LIGHT MANUFACTURING	1260
GRAINBIN - BIN:COMMERCIAL GRAIN BIN	28000
LT MFGT - 803:LIGHT MANUFACTURING	1260
GRAINBIN - BIN:COMMERCIAL GRAIN BIN	2500
LT MFGT - 803:LIGHT MANUFACTURING	576

DEED

C. H. F. AGEE (SEAL)
C. H. F. Agee

FLOSSIE M. AGEE (SEAL)
Flossie M. Agee

STATE OF VIRGINIA,
COUNTY OF MONTGOMERY, to-wit:

I, George Greer, a Notary Public in and for the County and State aforesaid, do hereby certify that Pearl Christine Agee Price and Avener R. Price, her husband, whose names are signed to the foregoing writing bearing date of the 4th day of March, 1964, have personally appeared before me in my County and State aforesaid and acknowledged the same.

Given under my hand this 5th day of March, 1964.

My Commission Expires: April 9, 1967.

GEORGE GREER
Notary Public

(Notarial Seal)

STATE OF VIRGINIA,
COUNTY OF MONTGOMERY, to-wit:

I, George Greer, a Notary Public in and for the County and State aforesaid, do hereby certify that C. H. F. Agee and Flossie M. Agee, his wife, whose names are signed to the foregoing writing bearing date of the 4th day of March, 1964, have personally appeared before me in my County and State aforesaid and acknowledged the same.

Given under my hand this 5th day of March, 1964.

My Commission Expires: April 9, 1967.

GEORGE GREER
Notary Public

(Notarial Seal)

\$6.05 U. S. Rev.

VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County 5th day of March, 1964.

The foregoing deed was this day presented in said Office and with certificate annexed admitted to record at 3:35 o'clock P. M.

Teste:

A. B. CORRELL, Clerk

By *Renee A. Curman*, D. C.

*tot. & mailed \$:
Big Spring Mill, Inc.
Colliston, Va
3/19/64*

C. FLEETWOOD LONG ET AL

TO DEED

C. FLEETWOOD LONG ET AL T/A

THIS DEED, made and entered into on this 21st day of February, 1964, by and between C. Fleetwood Long and Josie A. Long, his wife; William Woodrow Long and Lena G. Long, his wife, parties of the first part, and C. Fleetwood Long and William Woodrow Long, trading as Big Spring Mill, Ltd., parties of the second part, and Big Spring Mill, Inc., party of the third part;

W I T N E S S E T H:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the party of the third part to C.

Fleetwood Long, and TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the party of the third part to William Woodrow Long, the parties of the first part and the parties of the second part, grant, sell and convey, with General Warranty of Title, unto Big Spring Mill, Inc., party of the third part, all that certain parcel of land, with the improvements thereon, lying in the Alleghany Magisterial District of Montgomery County, Virginia, near the Village of Elliston, on which is located the "Big Spring Mill, Ltd."; mill house and other buildings, bounded and described as follows:

"BEGINNING at a point in the center of the South Fork of Roanoke River, opposite the N. & W. Railway bridge and in a line of the right of way of said Railway and running thence with the right of way line S 65 W about 70 feet more or less to the northwestern corner of the concrete abutment of the Railway bridge on the West side of the Mill Road; thence with the right of way line S 65 W 101 feet to a stake in the center of the old road (which crossed over the Railway track) leading from the mill to the old McAdamized road; thence continuing with the right of way line S 59½ W 142½ feet to a fence post in the right of way line; thence running new lines leaving the right of way line and with a wire fence N 36 W 285 feet to a post at the end of the wire fence, and near the coal house, thence N 46 E 132 feet (crossing the center of the Mill race at 79 feet) to a willow tree on the west bank of the river; thence N 46 E 30 feet more or less to the center of the river; thence down and with the center of the river, 370 feet more or less to the point of BEGINNING, containing 1½ acres, also the present Mill Dam, race and fixtures, the land necessary for the use and enjoyment thereof;"

Together with all rights, privileges and appurtenances unto the said land belonging or in anywise appertaining, including in particular the following:

1. The right of ingress and egress along said race and dam for the purpose of building, repairing and maintaining the same, and the right to use sand and rock out of the river.
2. The right of ingress and egress through and over the present road which is described in the hereinafter mentioned deed of Ange Barger Boykin to C. Fleetwood Long, reference to which is here made, also over the old original mill road.
3. The right of way over the lands of Ange Barger Boykin for the purpose of ingress and egress to said land, conveyed and described in an agreement between Ange Barger Boykin, and the parties of the second part, dated September 18, 1962, recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 239, page 87, reference to which agreement is here made.

By a deed dated July 24, 1937, recorded in said Clerk's Office in Deed Book 107, page 74, Ange Barger Boykin, a widow, conveyed to C. Fleetwood Long, an undivided one-half (1/2) interest in and to the hereinabove described parcel of land and other property, together with the rights, privileges and appurtenances mentioned hereinabove, with the exception of a part of the right of way described in the agreement referred to in sub-paragraph 3, hereinabove. The said agreement enlarged "the present road" granted in the deed of July 24, 1937. By a deed dated February 1, 1946, recorded in said Clerk's Office in Deed Book 140, page 114, Ange Barger Boykin, a widow, conveyed to William Woodrow Long, an undivided one-half (1/2) interest in and to the hereinabove described parcel of land and other property, together with the rights, privileges and appurtenances mentioned hereinabove, with the exception

of a part of the right of way described in the agreement referred to in sub-paragraph 3, hereinabove. The said agreement enlarged "the present road" granted in the deed of February 1, 1946.

This conveyance is subject to the reservations for the right of ingress and egress retained by Ange Barger Boykin in said deed of July 24, 1937 and February 1, 1946, and to the covenants of the grantee in said deed of February 1, 1946.

WITNESS the following signatures and seals, the day and year first above written:

C. FLEETWOOD LONG (SEAL)
C. Fleetwood Long

JOSIE A. LONG (SEAL)
Josie A. Long

WILLIAM WOODROW LONG (SEAL)
William Woodrow Long

LENA G. LONG (SEAL)
Lena G. Long

C. FLEETWOOD LONG (SEAL)
C. Fleetwood Long

and
WILLIAM WOODROW LONG (SEAL)
William Woodrow Long

trading as Big Spring Mill, Ltd.

STATE OF VIRGINIA,
COUNTY OF MONTGOMERY, to-wit:

I, A. M. Weikel, a Notary Public in and for the county aforesaid, in the State of Virginia, do certify that C. Fleetwood Long and Josie A. Long, his wife; William Woodrow Long and Lena G. Long, his wife, and C. Fleetwood Long and William Woodrow Long, trading as Big Spring Mill, Ltd., whose names are signed to the foregoing and hereto annexed writing, dated February 21, 1964, this day personally appeared before me and acknowledged the same before me, in my county and state aforesaid.

My commission expires: October 19, 1964.

Given under my hand on this 3rd day of March, 1964.

A. M. WEIKEL
Notary Public

\$33.00 U. S. Rev.

VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County 5th day of March, 1964.

The foregoing deed was this day presented in said Office and with certificate annexed admitted to record at 4:10 o'clock P. M.

Teste:

A. B. CORRELL, Clerk
By *[Signature]*, D. C.

*Hand mailed to
C. B. Long
Collection,
3/19/64*

BIG SPRING MILL, INC.
TO DEED OF TRUST
ALLEN SOWDER, TR.

THIS DEED, made and entered into on this 28th day of February, 1964, by and between Big Spring Mill, Inc., party of the first part, and Allen Sowder, Trustee, of Montgomery County, Virginia, party of the second part;

W I T N E S S E T H:

That for and in consideration of \$1.00 cash in hand paid, receipt whereof is hereby acknowledged, and the further consideration to secure the debt hereinafter described and secured, the party of the first part grants and conveys, with General Warranty of Title, unto the said Trustee, all that certain parcel of land, with the improvements thereon, lying in the Alleghany Magisterial District of Montgomery County, Virginia, near the Village of Elliston, on which is located a mill house and other buildings, bounded and described as follows:

"BEGINNING at a point in the center of the South Fork of Roanoke River, opposite the N. & W. Railway bridge and in a line of the right of way of said Railway and running thence with the right of way line S 65 W about 70 feet more or less to the northwestern corner of the concrete abutment of the Railway bridge on the West side of the Mill Road; thence with the right of way line S. 65 W 101 feet to a stake in the center of the old road (which crossed over the Railway track) leading from the mill to the old McAdamized road; thence continuing with the right of way line S 59 1/2 W 142 1/2 feet to a fence post in the right of way line; thence running new lines leaving the right of way line and with a wire fence N 36 W 285 feet to a post at the end of the wire fence, and near the coal house, thence N 46 E 132 feet (crossing the center of the Mill race at 79 feet) to a willow tree on the west bank of the river; thence N 46 E 30 feet more or less to the center of the river; thence down and with the center of the river, 370 feet more or less to the point of BEGINNING, containing 1 1/2 acres, also the present Mill Dam, race and fixtures, the land necessary for the use and enjoyment thereof;"

Together with all rights, privileges, and appurtenances unto the said land belonging or in anywise appertaining, including in particular the following:

1. The right of ingress and egress along said race and dam for the purpose of building, repairing and maintaining the same, and the right to use sand and rock out of the river.
2. The right of ingress and egress through and over the present road which is described in a deed dated July 24, 1937, from Ange Barger Boykin to C. Fleetwood Long, recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 107, page 74, reference to which is here made, also over the old original mill road.
3. The right of way over the lands of Ange Barger Boykin for the purpose of ingress and egress to said land, conveyed and described in an agreement between Ange Barger Boykin and C. Fleetwood Long, et al, dated September 18, 1962, recorded in the Clerk's Office of said county, in Deed Book 239, page 87, reference to which agreement is here made.

And being all the same parcel of land, with rights, privileges and appurtenances thereto, that was conveyed to the party of the first part by C. Fleetwood Long, et als, by deed dated February 21, 1964, and to be forthwith recorded in said Clerk's Office.

This deed is made IN TRUST to secure C. Fleetwood Long, the payment of the sum of Thirty Thousand Dollars (\$30,000.00), evidenced by a non-interest bearing bond, dated February 1, 1964, in the principal sum of \$30,000.00, made by Big Spring Mill, Inc., and payable to C. Fleetwood Long, or order, in six (6) consecutive annual installments of \$4,286.00 each, beginning February 1, 1965, after date, and a final

The lien of this deed is hereby released, the same having been fully paid, and the notes evidencing the same, duly cancelled, were this day produced before the clerk of this court as provided by law.

Witness this 27 day of September 1964
C. Fleetwood Long
John B. Payne Clerk
James H. ...

payment of \$4,284.00 on the 1st day of February, 1971. Right of anticipation is reserved.

Insurance required: \$20,000.00.

Exemptions waived. Subject to all upon default.

This deed of trust is made under the provisions of Article 2, Chapter 4, Title 55 of the Code of Virginia, 1950, except so far as herein otherwise provided. Advertisement required: publication of time, place and terms of sale once a week for two successive weeks in a newspaper published in the county where the property is located, and the last insertion may be in the same week in which the property is sold, and/or advertisement may be by printed handbills posted at five or more places in the county where the property is located and is to be for not less than twenty days.

IN WITNESS WHEREOF, Big Spring Mill, Inc., has caused this deed to be made and entered into, in its name and on its behalf, by W. W. Long, its President, and under its corporate seal, duly attested by W. R. Long, its Secretary, on the day and year first above written:

BIG SPRING MILL, INC.

By W. W. LONG
President

(Corporate Seal)

Attest:

W. R. LONG
Secretary

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

I, A. M. Weikel, a Notary Public in and for the county aforesaid, in the State of Virginia, do certify that W. W. Long and W. R. Long, President and Secretary, respectively, of Big Spring Mill, Inc., whose names are signed to the foregoing and hereto annexed writing, dated February 28, 1964, this day personally appeared before me and acknowledged the same before me, in my county and state aforesaid.

My commission expires: October 19, 1964.

Given under my hand on this 3rd day of March, 1964.

A. M. WEIKEL
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County 5th day of March, 1964.

The foregoing deed was this day presented in said Office and with certificate annexed admitted to record at 4:12 o'clock P. M.

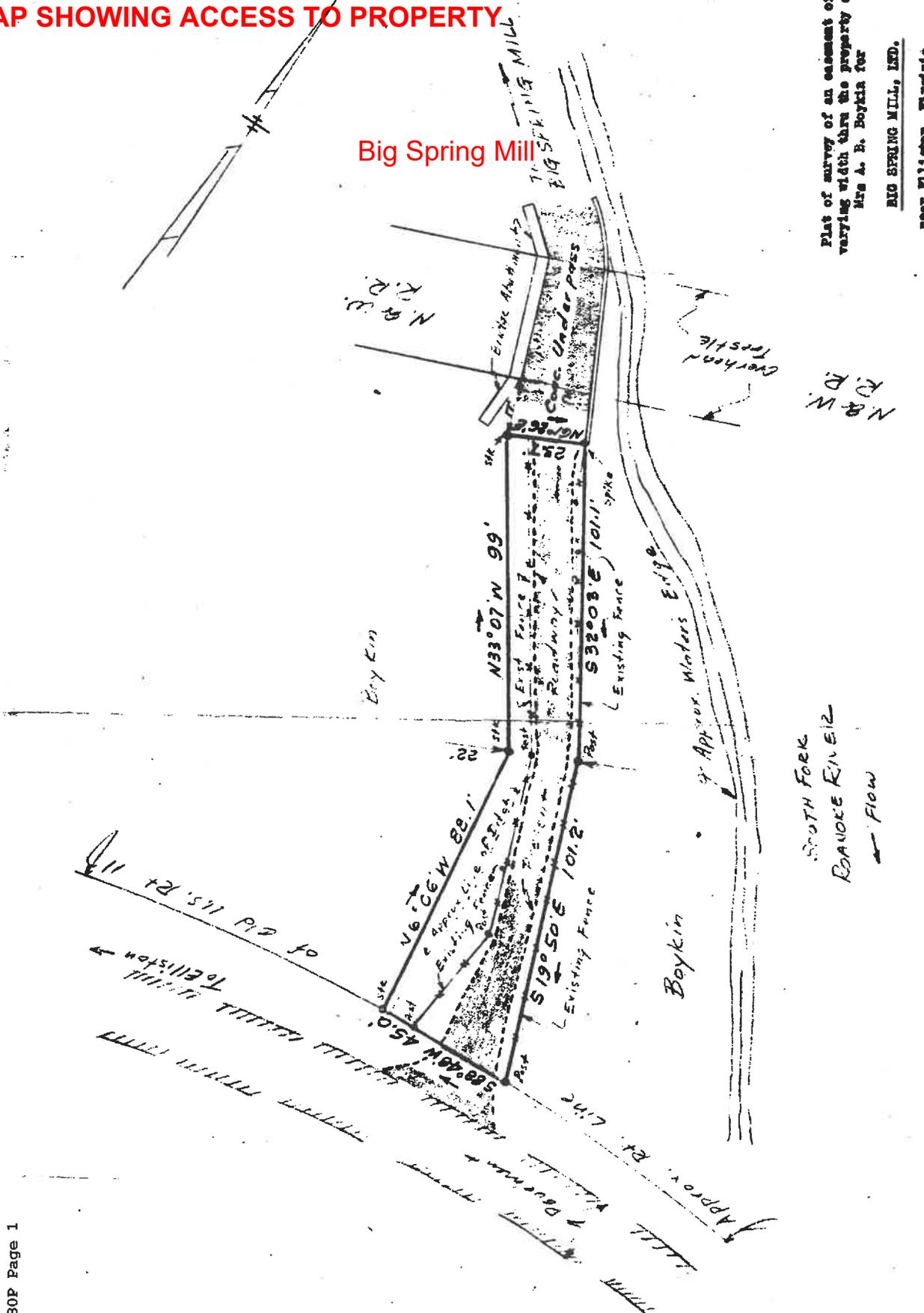
Teste:

A. B. CORRELL, Clerk

By *Renee J. Jurnan*, D. C.

MAP SHOWING ACCESS TO PROPERTY

Big Spring Mill



Plat of survey of an easement of varying width thru the property of Mrs A. B. Boykin for

BIG SPRING MILL, IED.
near Millston, Virginia.

Scale: 1"=50'. 4 Sept. 1962. M.

Dulles, Va. 239, Pg. 87.

12/13/62

RIGHT OF WAY

give notice of the time, place and terms of sale by advertisement in a newspaper published in said county, if any exists, by printed handbills, and such other advertisement as he, or they, in their discretion deem fit.

In all other respects this deed is made under the provisions of Section 55-59, 55-60. of the Code of Virginia of 1950, as amended, and shall be construed to impose and confer upon the parties hereto and the beneficiary hereunder all of the duties, rights and obligations therein provided.

Witness the following signatures and seals.

EVERETTE W. EANES (SEAL)
Everette W. Eanes

IVY K. EANES (SEAL)
Ivy K. Eanes

STATE OF VIRGINIA

COUNTY OF MONTGOMERY, TO-WIT:

I, Joyce T. Sowers, a notary public in and for the County of Montgomery, State of Virginia, hereby certify that Everette W. Eanes and Ivy K. Eanes, his wife, whose names are signed to the foregoing writing dated December 13, 1962, personally appeared before me in my County and State aforesaid and acknowledged the same.

My commission expires April 30, 1966.

Given under my hand on this December 13, 1962.

JOYCE T. SOWERS
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County 13th day of December, 1962.

The foregoing deed was this day presented in said Office and with certificate annexed admitted to record at 2:47 o'clock P. M.

Teste:

A. B. CORRELL, Clerk

By *Reneida Surman*, D. C.

ANGE BARGER BOYKIN

TO AGREEMENT

C. FLEETWOOD LONG ET AL T/A

THIS AGREEMENT, made and entered into this 18th day of September, 1962, by and between ANGE BARGER BOYKIN, widow, party of the first part and C. FLEETWOOD LONG and WILLIAM WOODROW LONG, trading as Big Spring Mill, Ltd., parties of the second part.

W I T N E S S E T H:

WHEREAS, the said party of the first part conveyed to C. Fleetwood Long, one of the parties of the second part, a one-half undivided interest in a certain tract of land situated in the Alleghany Magisterial District of Montgomery County, Virginia, on which is located the Big Spring Mill, Ltd., mills house and other buildings, and more particularly described in the deed therefor which is recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 107, Page 74; and

WHEREAS, said deed also conveyed to the said C. Fleetwood Long as appurtenant to the land therein described a right-of-way for the purpose of ingress and egress

*File & mailed to
C. Fleetwood Long
Elliston, Va.
12/21/62*

over a road designated in said deed as "the present road" and described in said deed as follows:

"Beginning at a point in the center of the present Mill road on the west side of the river and is in southern right of way line of the N. & W. Railroad, and is about 20 feet east of the western concrete abutment to the bridge and running thence with the center of the present Mill road S. 33 $\frac{1}{2}$ E. 100 feet; thence S. 20 E. 80 feet more or less to the line of the Lee Highway at a point where the present Mill road intersects with the said Highway."

WHEREAS, the said party of the first part conveyed to William Woodrow Long, the other party of the second part, the remaining one-half undivided interest in and to the aforesaid tract of land lying in the Alleghany Magisterial District of Montgomery County on which is located the Big Spring Mill, Ltd., consisting of the mill house, a dwelling and other mill buildings, and containing one and one-half acres and more particularly described in the deed therefor, which is recorded in the aforesaid Clerk's Office in Book 140, at Page 114; and

WHEREAS, said deed also conveyed to the said William Woodrow Long the "right of ingress and egress on and over the present mill road"; and

WHEREAS, the parties hereto desire to have described by metes and bounds the location and width of the right-of-way to be used by the parties of the second part for ingress and egress to the above described property on which is located the Big Spring Mill, Ltd.

NOW, THEREFORE, the said party of the first part in consideration of the premises above set forth and in the further consideration of Six Hundred Dollars (\$600.00) to her cash in hand paid by the parties of the second part, the receipt of which is hereby expressly acknowledged, doth grant and convey unto the parties of the second part, their heirs, successors or assigns, a right-of-way over the lands of the party of the first part for the purpose of ingress and egress to the Big Spring Mill, Ltd. property, which right-of-way is designated and described as follows, to-wit:

Beginning at a point at the southeast corner of a concrete underpass under the N. & W. Railway; which point is located to the west bank of the south fork of the Roanoke River; thence S. 32° 03' minutes east a distance of 101.1 feet to a post; thence S. 19° 50' minutes east a distance of 101.2 feet, more or less, to the approximate right-of-way/line of old U. S. Route 11; thence along the said right-of-way line S. 88° 48' minutes west a distance of 45.0 feet to a stake; thence leaving said right-of-way line N. 6° 06' minutes west a distance of 88.1 feet to a stake; thence N. 33° 07' minutes west a distance of 99 feet to a stake to the line of the N. & W. near the bridge abutment; thence along the N. & W. property line N. 61° 26' minutes east a distance of 23.7 feet to the point of beginning, according to the plat entitled "Plat of survey of an easement of varying width thru the property of Mrs. A. B. Boykin" dated 4 Sept. 1962, which plat is made a part of this agreement and is to be recorded along therewith.

It is distinctly understood by the parties hereto that the granting of this right-of-way by the party of the first part to the parties of the second part shall in no way effect the right-of-way that the parties of the second part now have over the old original mill road, and shall not effect in any way the right-of-way that the party of the first part shall have over the property of the parties of the

*map
Recorded in
Plat Book 2, Page 210*

second part for the purpose of ingress and egress by the present road way to her other property.

WITNESS the signature and seal of the party of the first part on the date first above written.

ANGE BARGER BOYKIN (SEAL)
Ange Barger Boykin

STATE OF NEW YORK
COUNTY OF NEW YORK, to-wit:

I, Matthew Fitzsimmons, a Notary Public in and for the state and county aforesaid do hereby certify tht Ange Barger Boykin whose name is signed to the foregoing writing bearing date of September 18, 1962, personally appeared before me in my state and county aforesaid and acknowledged the same.

Given under my hand this 3rd day of December, 1962.

My commission expires: _____.

MATTHEW FITZSIMMONS
Notary Public

Matthew Fitzsimmons
Notary Public, State of New York
No. 03-1243050
Qualified in Bronx County
Cert. filed with New York Co. Clerk
Term expires March 30, 1963

(Notarial Seal)

VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County 13th day of December, 1962.

The foregoing deed was this day presented in said Office and with certificate annexed admitted to record at 3:17 o'clock P. M.

Teste:

A. B. CORRELL, Clerk
By *Annella Surman*, D. C.

CHARLES L. PRICE
TO DEED
LEONARD B. McNIEL ET AL

THIS DEED, made and entered into this 16th day of August, 1962, by and between Charles L. Price, widower, party of the first part and Leonard B. McNiel and Lelia Mae McNiel, his wife, as tenants by the entirety in fee simple with right of survivorship as at common law, parties of the second part:

W I T N E S S E T H:

That for and in consideration of the sum of Three Thousand Dollars (\$3,000.00) cash in hand paid to the party of the first part by the parties of the second part at the time of the execution and delivery of this deed, the receipt of all of which is hereby expressly acknowledged, the said party of the first part doth hereby bargain, sell, grant and convey unto the said Leonard B. McNiel and Lelia Mae McNiel, his wife, as tenants by the entirety in fee simple with right of survivorship as at common law, all that certain lot or parcel of land situate, lying and being in the Town of Blacksburg, Montgomery County, Virginia, and being all of Lot Number Eighteen (18) as shown and designated on a map entitled "Chas. Price Addition" Phase Number One (1), dated April, 1962, made by H. P. C. Vandenberg,

*Exd. + mailed to
Leonard B. McNiel
103 Wilson Ave.
Blacksburg, Va.
12/21/62*

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of March 13th, 2025, between Big Spring Mill Inc. By and Through William Robert Long, II (President) and Amy Long Ebel, 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 Montgomery, Virginia, and described as:

2. Legal Description –

Parcel ID 059-A 54; Consisting of +/- 1.8 Acres and Improvements; DB:248 PG:324

More Commonly Known As – 1931 Big Spring Dr., Elliston, VA 24087

3. Purchase Price. The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

4. Deposit. Purchaser has made a deposit with the Auction Company, of \$20,000 (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.

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before April 28th, 2025 ("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.

Seller's Initials _____

Purchaser's Initials _____

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

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

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

(b) **Virginia 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

Seller's Initials _____

Purchaser's Initials _____

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.

(c) **Mechanics' and Materialmen's Liens.**

NOTICE

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

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

(d) **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.

(e) **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 1955 and lead base paint disclosures apply.

(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

Seller's Initials _____

Purchaser's Initials _____

transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

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

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

7. Standard Provisions.

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

(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

Seller's Initials _____

Purchaser's Initials _____

purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

(f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

(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.

William Robert Long, II (President) (Seller) Date
Big Spring Mill, Inc.

Amy Long Ebel (Seller) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____