



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 – Lisa Lougee, Tracey Hellas, Alan Strock, Robert Stuart, and Sharon Gordon

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

AUCTION DATE – Friday, May 30th, 2025 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 Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

+/- 173 acres; Portion of Parcel ID: 83-A-25; WALKERS BIG MT 195 BYRNES CHAPEL RD 7-216 133

Address: TBD Byrnes Chapel Rd, Bland, VA, 24315

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, May 30th, 2025 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 **\$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, July 14th, 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, 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) **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.
- 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 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



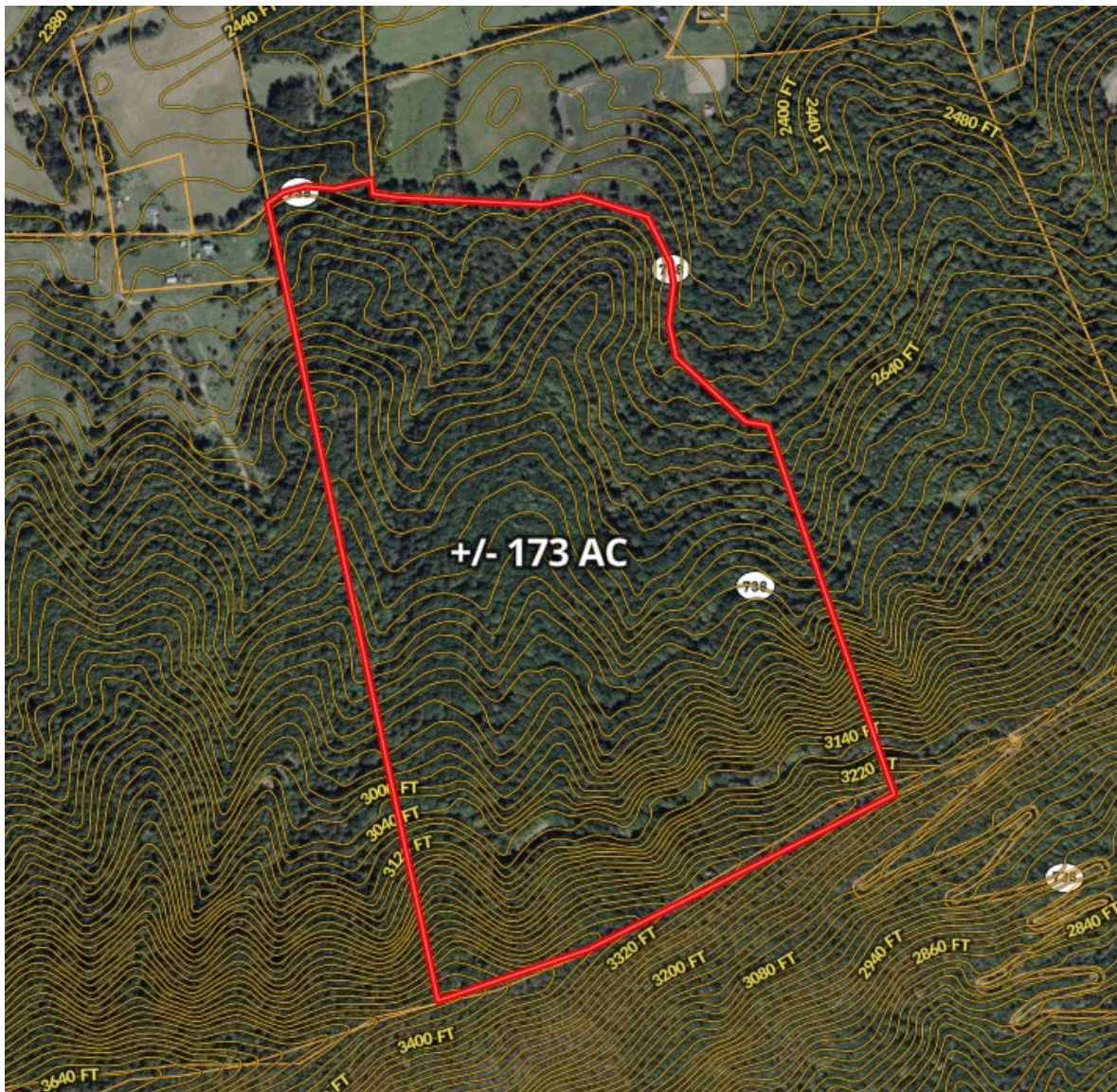
Aerial

Auction Services



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

Contour



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

Topo

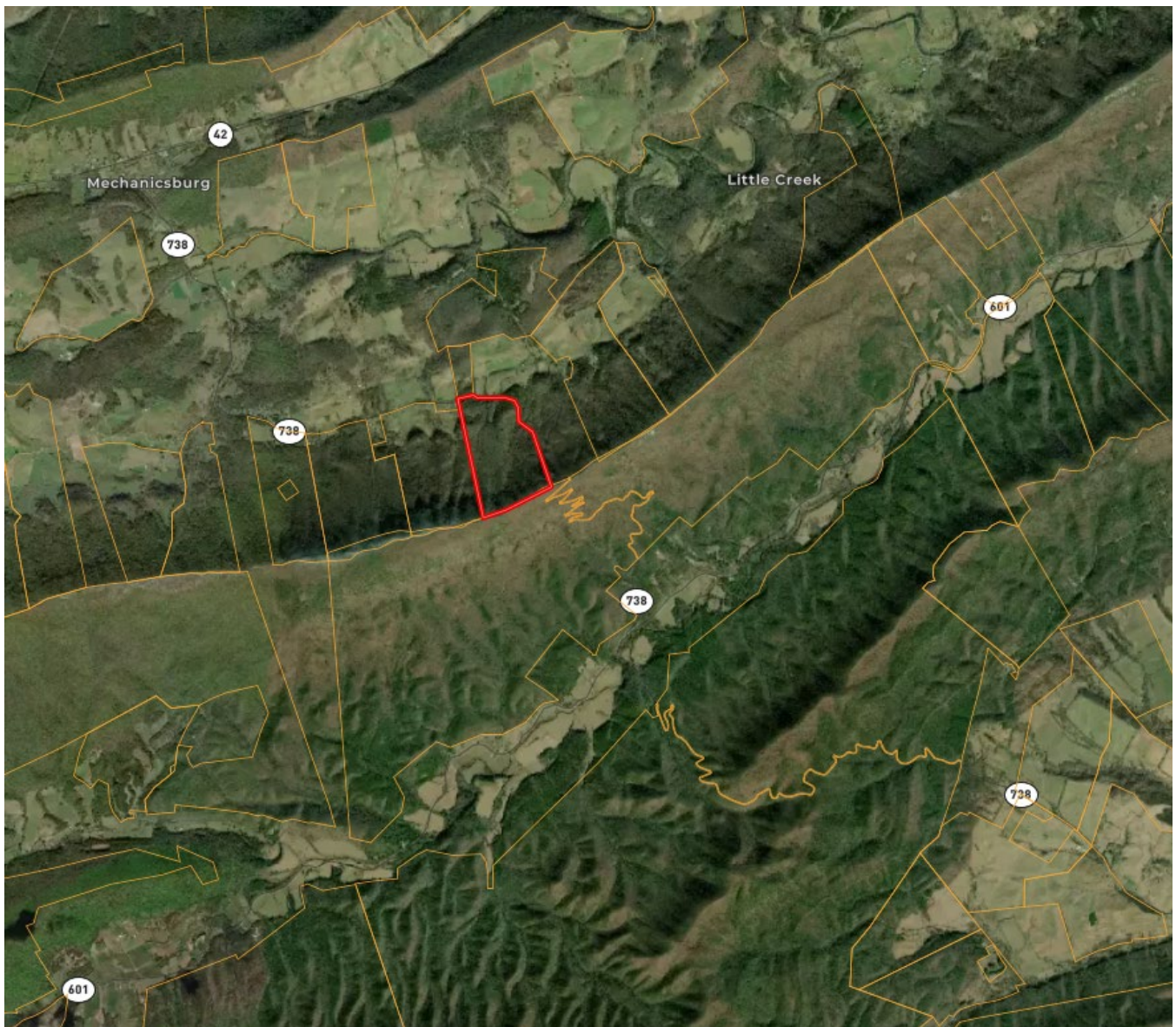


**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

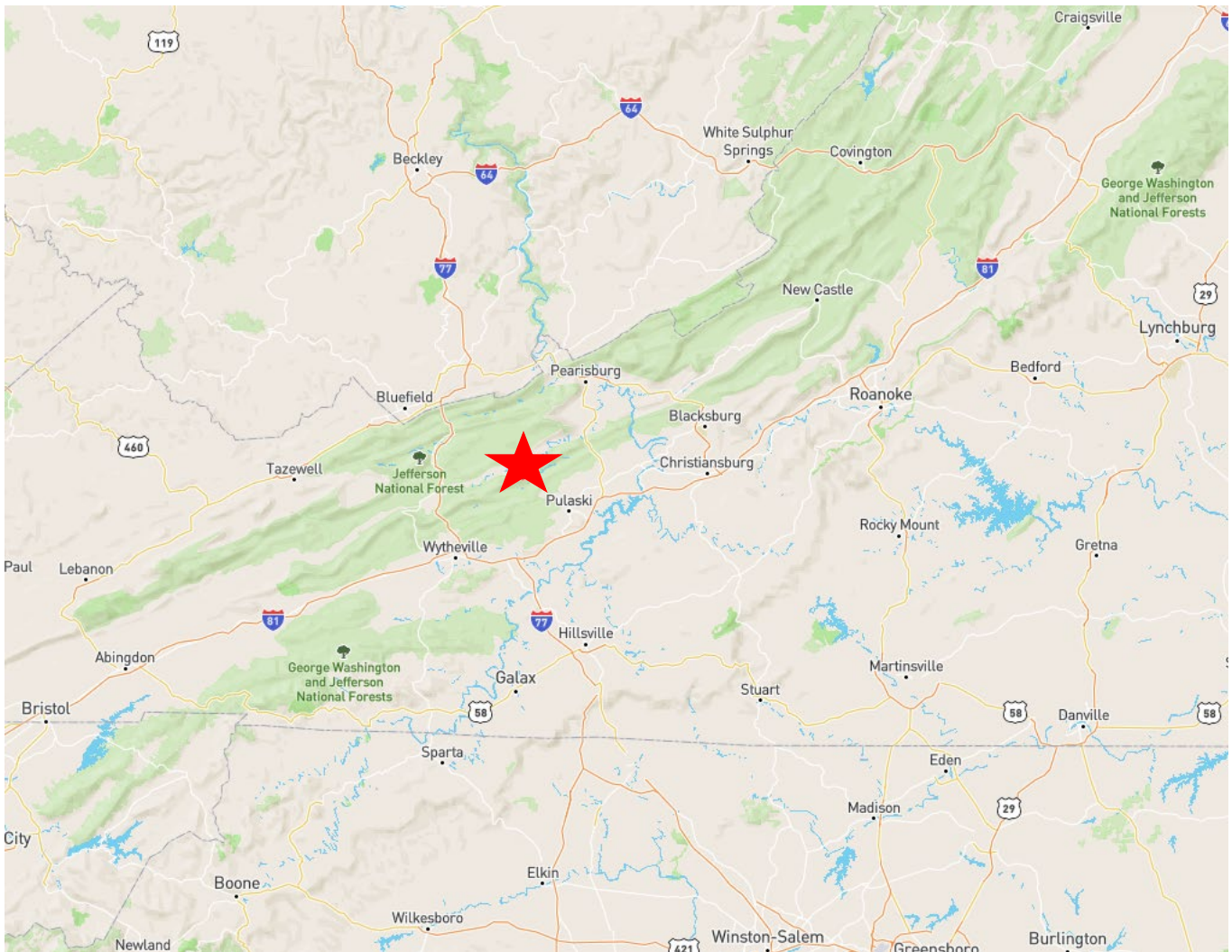
TBD Byrnes Chapel Rd.,
Bland, VA 24315





Location

TBD Byrnes Chapel Rd.,
Bland, VA 24315





Details

Parcel Details

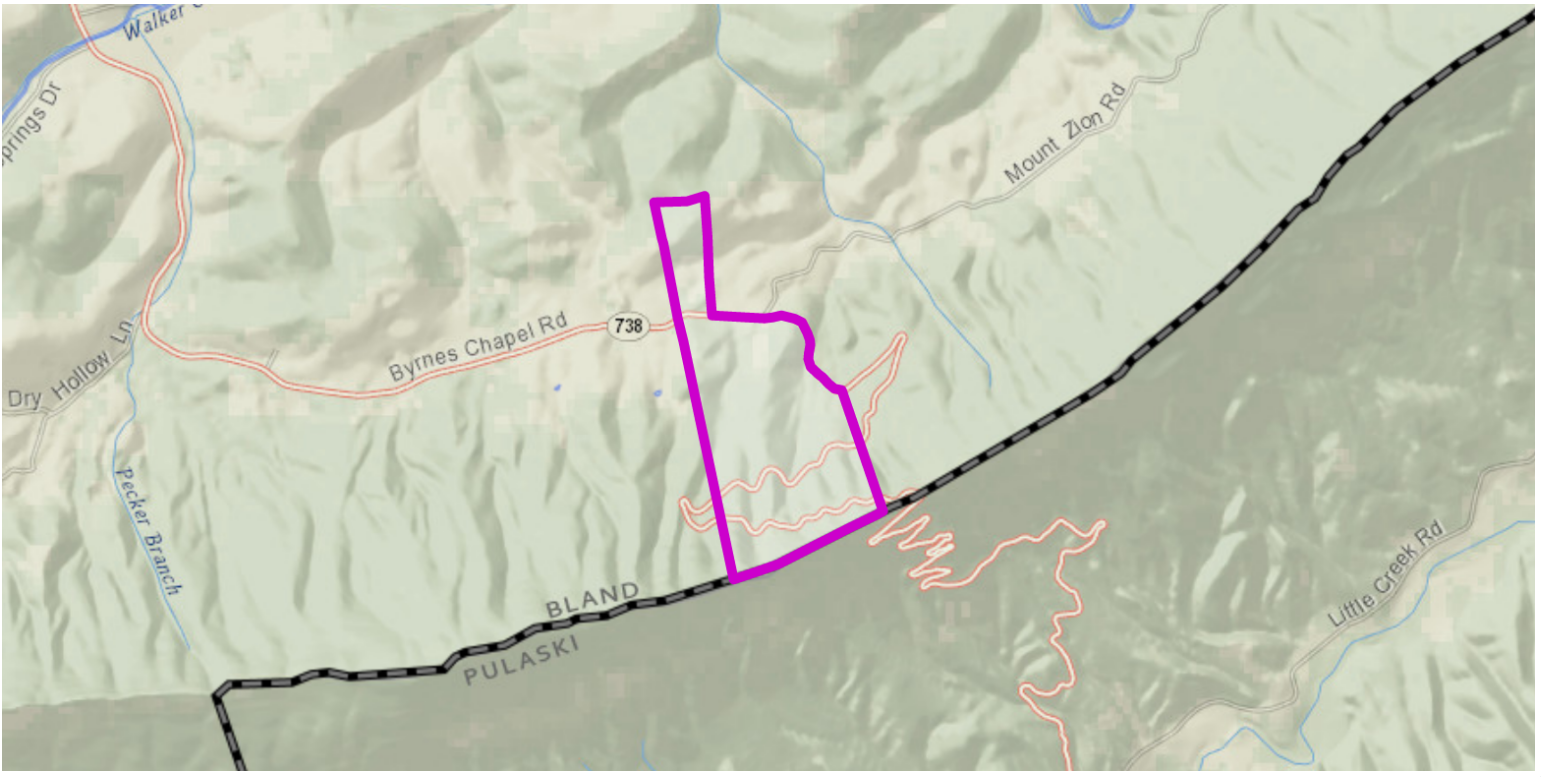
Parcel ID	83-A-25
Owner Name	LOUGEE LISA W & HELLAS TRACEY LYNN STROCK ALAN, STUART TAMMY &GORDON S
Owner Address	40 WHITCOMB HILL RD BETHLEHEM, NH 3574

Land

Acres	195.000
Zoning	A1
Legal Description	WALKERS BIG MT 195 BYRNES CHAPEL RD 7-216 133
Deed Book Ref	
Deed Page Ref	
Consideration	\$0

Values

Improvement Value	\$0
Land Value	\$322,500
Total Value	\$322,500



Don Honaker et al
D.B.102, Pg. 185

Instrument No. 240000420

Received and Filed: Time 1:01 Date 8-29-24
Bland County Circuit Court
Testa: [Signature]

COMPILED PLAT

prepared to show a current survey of Parcel No. 1 21.974 Ac.
and

A Compiled Plat of Parcel No. 2 173.725 Ac. not a current survey,
with the Area taken from current Bland County Real Estate Tax Records
prepared for

Aian P. Ströck, Tammy S. Stuart, Sharon S. Gordon
and The Lisa W. Lougee Revocable Trust of 2017
located in the Community of Mechanicsburg
Mechanicsburg Gap Magisterial District

Bland County, Virginia

Scale: 1"=300'

Date: 20 August 2022

NOTES:

- 1.) Parcel No. 1, 21.974 Ac. is the result of a current survey.
Parcel No. 2, 173.725 Ac. is not the result of a current survey. And
is compiled from deeds and plats of record.
- 2.) Owner of Record in the Referenced Deeds:
Aian P. Ströck, Tammy S. Stuart, Sharon S. Gordon
and The Lisa W. Lougee Revocable Trust of 2017
- 3.) Reference: Deed Inst: 100000311 & 170000222.
- 4.) Tax Parcel No. 83-A-23. Deed Inst. 170000222 makes reference to Tax Parcel 69-A-41.
- 5.) LEGEND: RS=Iron Rod Set; RF=Iron Rod Found; PF=Iron Pipe Found.
- 6.) This plat was prepared without the benefit of a lawyers title
report and is subject to all rights, right-of-way, and easements
- 7.) The information for the names and reference of the adjoining
property owners was taken from the Commissioner of the Revenue
tax identification maps.
- 8.) D.B. 24, Pg. 270 has the correct N 76 1/4 E Bearing
See Deed of Trust Book 5, Pg. 133 & Book 4, Pg. 219
- 9.) Survey and Plat By: N. Keith Niday, Land Surveyor
42 Dominion Circle, P.O. Box 128
Bland, Virginia 24315
Telephone 276-722-2510
E-mail: nkniday57@comcast.net

North
Deed Inst: 170000222

Dana H. Zimmerman et al
Inst: 220000084

Parcel No. 1
±21.974 Ac.

Parcel No. 2

Total Area from Inst: 170000222 & 100000311 is 195.7 Ac.
Minus Survey of Parcel No. 1 21.974 Ac.
Parcel No. 2 +173.725 Ac.

Dana H. Zimmerman et al
Inst: 220000084

THIS DIVISION OF PROPERTY
IS NOT DEFINED AS A
SUBDIVISION UNDER THE
CURRENT SUBDIVISION ORDINANCE
FOR BLAND COUNTY
8/29/22 AGENT - BLAND CO. PLANNING
COMMISSION

Top of Big Walker Mountain
Dead-Hickory & Water Oak

PULASKI COUNTY, VIRGINIA
USA Jefferson National Forest
D.B.91 Pg. 186 Pulaski County Registry



Plan No. P - 5751

Plan No. P - 5751

Robert & Tameia Stuart
Inst: 020000759
Plat Book 2, Pg. 249
(Plat Slide A-40)

Inst: 200000269 & 150000470
Plat in D.B.66, Pg.111

Sharon S. Gordon
Inst: 100000309

Don Honaker
Inst: 090000627

Dana H. Zimmerman et al
Inst: 220000084

72" White Oak described
in BOT Bk.5 Pg.133

A small Chestnut Oak called for
22" Chestnut Oak found at a Fence Corner

Terry & Sharon Gordon
D.B.98, Pg. 75

N 74°54'21" E 181.59'
N 63°07'38" E 116.51'
S 68°49'52" E 405.87'

3 Jack marked 30" Black Oak at an angle of the Fence
Iron Pipe Found at an angle of the Fence
Iron Stake found in a Black Oak stump

Deed=N 10°00'00" W 3662.20'

Route 738 is 50' wide fee right of way
Western property line to the intersection of Rt. 670
Reference to Comm. of Va. D.B.19, Pg.502

Approximate location of Route 738-Byrnes Chapel Road
Route 738 is 30' wide fee right of way
Route 670 to the Top of Big Walker Mountain
Reference to Comm. of Va. D.B.19, Pg.366

Approximate location of Route 738-Byrnes Chapel Road
Route 738 is 30' wide fee right of way
Route 670 to the Top of Big Walker Mountain
Reference to Comm. of Va. D.B.19, Pg.366

Top of Big Walker Mountain

Dead-Hickory & Dead Black Oak

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Tax Map Reference Number: 83-A-25 (One-half Interest)

THIS DEED OF GIFT, made and entered into this 11 day of ^{Dec}~~November~~, 2006,
by and between **HARRY P. STROCK and MARGARET D. STROCK**, husband and
wife, Grantors, and **ALAN P. STROCK, TAMMY S. STUART and SHARON S.**
GORDON, Grantees, whose address is 1229 Byrnes Chapel Rd.
Bland, Va. 24315

WITNESSETH:

That for and in consideration of the sum of One Dollar cash in hand paid, the receipt of which is acknowledged by the Grantors, and in further consideration of the natural love and affection the Grantors bear for their children, the Grantors hereby give, grant, and convey with covenants of GENERAL WARRANTY OF TITLE, unto the said Alan P. Strock, Tammy S. Stuart and Sharon S. Gordon, as tenants in common, their undivided one-half interest, in and to all of that certain tract or parcel of land, together with the improvements thereon and appurtenances thereunto belonging, situate, lying and being on the north side of Walker's Big Mountain adjoining the lands formerly owned by T. H. Mustard and others in Mechanicsburg Magisterial District, Bland County, Virginia, and which is more particularly bounded and described as follows, to-wit:

"BEGINNING at a black oak, the northeast corner of the T. H. Mustard land, and running thence S. 86 1/2° E. 389 feet to a large white oak and black oak; thence N. 72° E. 130 feet to a large white oak stump; thence N. 76 1/4° E. 192 feet to a small chestnut oak; thence S. 4° E. 1675 feet to the middle of the Pulaski Road, on the east side of a culvert; thence with the middle of said Road S. 85° E. 690 feet; N. 84° E. 307 feet; S. 67° E. 275 feet; S. 21 3/4° E. 284 feet; S. 5° W. 329 feet; S. 44° E. 269 feet; thence leaving the Road N. 84° E. 376 feet to a locust; thence S. 29° E. 110 feet to a large hickory on the north bank of said Road; thence crossing road S. 37° W. 236 feet to a small locust; thence up the hollow and Walker's Big Mountain, S. 26° E. crossing the said road twice 1860 feet to a hickory and water oak on the top of said Mountain; thence with the top of the Mountain S. 72 1/2° W. 288 feet to a stake; thence S 66° W. 337 feet to a planted stone; thence S. 52° W. 250 feet to a hickory; thence S. 70° W. 316 feet to a black oak; thence S. 65° W. 113 feet to a planted stone; thence S. 50° W. 181 feet to a double hickory; thence S. 68 1/2° W. 300 feet to a stake; thence S. 62 1/2° W. 200 feet to a stake; thence S. 48° W. 194 feet to a hickory and dead black oak; thence S. 81° W. 237 feet to a hickory; thence N. 80° W. 220 feet to a black oak; thence S. 54° W. 156 feet to a stake between a white oak and a black oak, Mustard's corner, and thence with Mustard's line, N. 10° W. 5525 feet to the point of BEGINNING, and containing 195.7 acres, more or less, and being the same tract of land which was conveyed to the female grantor herein by the other heirs at law of W. H. Sifford, deceased, and that portion of said land acquired by the female grantor herein by inheritance from her father W. H. Stafford, deceased, who died intestate."

And being the same one-half interest acquired by Harry P. Strock and Margaret D. Strock from Hazel S. Bane and R. A. Bane, by deed dated June 18, 1968, of record in the Office of the Clerk of the Circuit Court of Bland County, Virginia in Deed Book 51, at page 268.

This conveyance is made subject to all rights, privileges, easements, reservations and restrictions of record.

The Grantors herein declare that there is no consideration paid for the property hereby conveyed, as it is a gift.

Witness the following signatures and seals:

 (SEAL)
Harry P. Strock

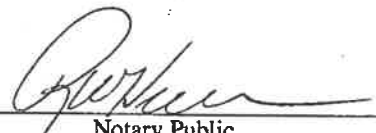
 (SEAL)
Margaret D. Strock

STATE OF VIRGINIA,

COUNTY OF Bland, TO-WIT:

The foregoing instrument was acknowledged before me by Harry P. Strock on this 11th day of December, 2006.

My commission expires 6/30/2010.


Notary Public

STATE OF VIRGINIA,

COUNTY OF Bland, TO-WIT:

The foregoing instrument was acknowledged before me by Margaret D. Strock on this 11th day of December, 2006.

My commission expires 6/30/2010.



Notary Public

This instrument prepared by:
Galumbeck, Dennis & Kegley
CSK/dbi
Wytheville, VA 24382
Strock/#060630

**THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAM
BY THE LAW FIRM OF GALUMBECK, DENNIS & KEGLEY**

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

INSTRUMENT #060001154
RECORDED IN THE CLERK'S OFFICE OF
BLAND ON
DECEMBER 12, 2006 AT 10:16AM
REBECCA I. JOHNSON, CLERK

RECORDED BY: LAH

Lisa A. Hall, Dep

Tax Map Reference No.: a portion of 83-A-25

Title Insurance Underwriter: Unknown

Consideration: \$60,000.00

Tax Assessed Value: \$63,000.00

Property Address: TBD Byrnes Chapel Road, Bland, VA 24315

Prepared by: Scot S. Farthing (VSB#44045), Farthing Legal, PC, 490 W. Monroe Street, Wytheville, VA 24382

THIS DEED, made and entered into this the 15th day of August, 2024, by and between LISA W. LOUGEE, TRACY LYNN HELLAS and DONALD M. HELLAS, her husband; ALAN P. STROCK and IRIS B. STROCK, his wife; TAMMY S. STUART and ROBERT E. STUART, her husband; and SHARON S. GORDON and TERRY S. GORDON, her husband, as Grantors, and TERRY S. GORDON and SHARON S. GORDON, husband and wife, 3325 Byrnes Chapel Road, Bland, VA 24315, as Grantees;

WITNESSETH

THAT FOR and in consideration of the sum of Sixty Thousand Dollars and no/cents (\$60,000.00) cash in hand paid, and other good and lawful consideration, the receipt of which is hereby acknowledged by the Grantors, the Grantors do hereby grant, bargain, sell and convey, with covenants of general warranty of title, to the Grantees, as tenants by the entirety with right of survivorship, all of that certain tract or parcel of real estate, together with improvements and appurtenances thereto, situate in the Mechanicsburg Magisterial District, Bland County, Virginia, and more particularly bounded and described as follows, to-wit:

BEGINNING at an iron pipe found in the northern right of way line of Route 738, Byrnes Chapel Road at the southeastern corner of the property of Sharon S. Gordon, thence with said Gordon property and continuing with the property of Terry and Sharon Gordon property N 10° 00' 00" W 1603.66' to an iron spike found in a Black Oak stump in the line of the property of Don Honaker et al; thence three lines with said Honaker property S 88° 49' 52" E 405.87' to a marked Black Oak; thence N 68° 07' 58" E 116.91' to an iron pipe; thence N 74° 54' 21 " E 181.58' to a 22" Chestnut Oak at a corner of the property of Don Honaker; thence with said Honaker property and continuing with the property of Dana H. Zimmerman et al S 04° 11' 46" E 1640.44' to an iron pipe found in the northern right of way of Route 738, Byrnes Chapel Road; thence three lines with said highway N 84° 05' 10" W 340.73' to a point; thence with a curve to the left having a chord of S 74° 12' 14" W 185.80', a radius of 251.09' and an arc length of 190.33'; thence S 52° 28' 58" W 18.97' to the point of BEGINNING and containing 21.974 Ac. more or less.



Being more particularly described on a plat of survey by N. Keith Niday, Land Surveyor, dated August 20, 2022, recorded in the Bland County Clerk's Office as Instrument Number 240000420.

BEING a portion of the same real estate conveyed to Lisa W. Lougee and Tracy Lynn Hellas by Deed dated June 20, 2024, recorded in the Bland County Clerk's Office as Instrument Number 240000308; and to Alan P. Strock, Tammy S. Stuart, and Sharon S. Gordon by Deed dated December 11, 2006, Instrument Number 060001154; and Deed of Correction dated March 22, 2010, Instrument Number 100000311. Margaret D. Strock departed this life June 4, 2015, dissolving the life estate reserved in the aforementioned deed, CWF19-82.

This conveyance is made subject to such conditions, reservations, restrictions, and easements of record to the extent that they may lawfully apply, including, but not limited to, the water right referenced in Deed Book 233, page 465.

Real estate taxes for 2024 on the property herein conveyed will be prorated between the Grantors and Grantees as of the date of delivery of this deed.

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

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

[Intentionally Blank]



FARTHING
LEGAL

WITNESS the following signatures and seals:

Lisa W Lougee (SEAL)
LISA W. LOUGEE

STATE OF NEW HAMPSHIRE,
COUNTY OF Grafton, To Wit:

I, Nan L. Waldo, a Notary Public in and for the State and County
aforesaid, do hereby certify that **Lisa W. Lougee**, whose name is signed to the forgoing deed, has
personally appeared before me in my State and County aforesaid and acknowledged the same.

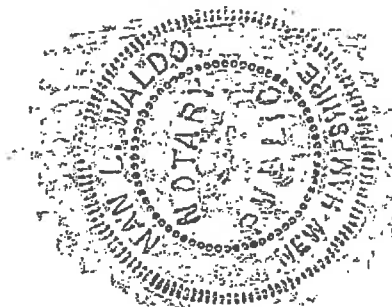
Given under my hand this 19 day of August, 2024.

My Commission Expires: June 24, 2025

Notary I.D.#:

Nan L Waldo
Notary Public

Nan L Waldo
Notary Public, State of New Hampshire
My Commission Expires June 24, 2025



Tracy Lynn Hellas (SEAL)
TRACY LYNN HELLAS

STATE OF VIRGINIA,
COUNTY OF WYTHE, To Wit:

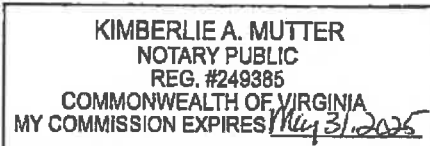
I, Kimberlie A. Mutter, a Notary Public in and for the State and County aforesaid, do hereby certify that **Tracy Lynn Hellas**, whose name is signed to the forgoing deed, has personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this 23rd day of August, 2024.

My Commission Expires: May 31, 2025

Notary I.D.#: 249385

Kimberlie A. Mutter
Notary Public



Donald M. Hellas (SEAL)
DONALD M. HELLAS

STATE OF VIRGINIA,
COUNTY OF WYTHE, To Wit:

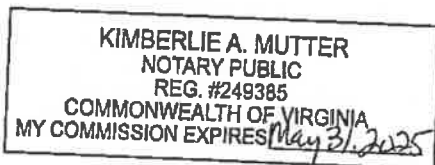
I, Kimberlie A. Mutter, a Notary Public in and for the State and County aforesaid, do hereby certify that **Donald M. Hellas**, whose name is signed to the forgoing deed, has personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this 23rd day of August, 2024.

My Commission Expires: May 31, 2025

Notary I.D.#: 249385

Kimberlie A. Mutter
Notary Public



FARTHING
LEGAL

Alan P. Strock (SEAL)
ALAN P. STROCK

STATE OF VIRGINIA,
COUNTY OF WYTHE, To Wit:

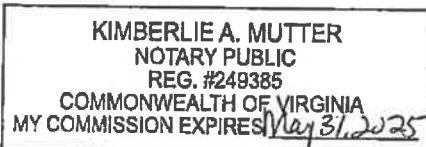
I, Kimberlie A. Mutter, a Notary Public in and for the State and County aforesaid, do hereby certify that **Alan P. Strock**, whose name is signed to the forgoing deed, has personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this 26th day of August, 2024.

My Commission Expires: May 31, 2025

Notary I.D.#: 249385

Kimberlie A. Mutter
Notary Public



Iris B. Strock (SEAL)
IRIS B. STROCK

STATE OF VIRGINIA,
COUNTY OF WYTHE, To Wit:

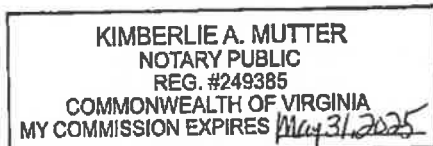
I, Kimberlie A. Mutter, a Notary Public in and for the State and County aforesaid, do hereby certify that **Iris B. Strock**, whose name is signed to the forgoing deed, has personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this 28th day of August, 2024.

My Commission Expires: May 31, 2025

Notary I.D.#: 249385

Kimberlie A. Mutter
Notary Public



FARTHING
LEGAL

Tammy S. Stuart (SEAL)
TAMMY S. STUART

STATE OF VIRGINIA,
COUNTY OF WYTHE, To Wit:

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

Given under my hand this 26th day of August, 2024.

My Commission Expires: May 31, 2025

Notary I.D.#: 249385

Kimberlie A. Mutter
Notary Public

KIMBERLIE A. MUTTER
NOTARY PUBLIC
REG. #249385
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES May 31, 2025

Robert E. Stuart (SEAL)
ROBERT E. STUART

STATE OF VIRGINIA,
COUNTY OF WYTHE, To Wit:

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

Given under my hand this 26th day of August, 2024.

My Commission Expires: May 31, 2025

Notary I.D.#: 249385

Kimberlie A. Mutter
Notary Public

KIMBERLIE A. MUTTER
NOTARY PUBLIC
REG. #249385
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES May 31, 2025



FARTHING
LEGAL

Sharon S. Gordon (SEAL)
SHARON S. GORDON

STATE OF VIRGINIA,
COUNTY OF WYTHE, To Wit:

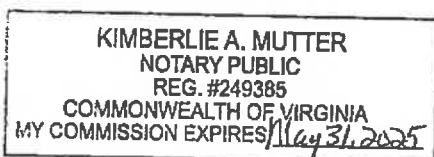
I, Kimberlie A. Mutter, a Notary Public in and for the State and County aforesaid, do hereby certify that **Sharon S. Gordon**, whose name is signed to the forgoing deed, has personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this 15th day of August, 2024.

My Commission Expires: May 31, 2025

Notary I.D.#: 249385

Kimberlie A. Mutter
Notary Public



Terry S. Gordon (SEAL)
TERRY S. GORDON

STATE OF VIRGINIA,
COUNTY OF WYTHE, To Wit:

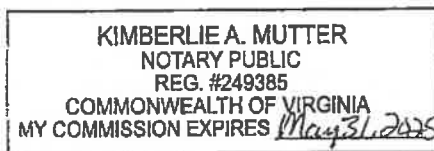
I, Kimberlie A. Mutter, a Notary Public in and for the State and County aforesaid, do hereby certify that **Terry S. Gordon**, whose name is signed to the forgoing deed, has personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this 15th day of August, 2024.

My Commission Expires: May 31, 2025

Notary I.D.#: 249385

Kimberlie A. Mutter
Notary Public



INSTRUMENT 240000421
RECORDED IN THE CLERK'S OFFICE OF
BLAND CIRCUIT COURT ON
AUGUST 29, 2024 AT 12:59 PM
\$63.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$31.50 LOCAL: \$31.50
LISA A. HALL, CLERK
RECORDED BY: LAH

Lisa A. Hall



FARTHING
LEGAL

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of May 30th 2025, between Lisa Lougee, Tracey Hellas, Alan Strock, Robert Stuart, and Sharon Gordon 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 Bland, Virginia, and described as:

Consisting of +/- 173 acres; Portion of Parcel ID: 83-A-25; WALKERS BIG MT 195
BYRNES CHAPEL RD 7-216 133

Address: TBD Byrnes Chapel Rd, Bland, VA, 24315

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 \$10,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

4. **Settlement Agent and Possession.** Settlement shall be made at _____ on or before July 14th 2025 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

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.

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 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

Seller's Initials _____

Purchaser's Initials _____

promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

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

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

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

NOTICE

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

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

(e) **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.

Seller's Initials _____

Purchaser's Initials _____

(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 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,

Seller's Initials _____

Purchaser's Initials _____

survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

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

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

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

(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

Seller's Initials _____

Purchaser's Initials _____

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.

Lise Lougee Date

Tracey Hellas Date

Alan Strock Date

Robert Stuart Date

Sharon Gordon Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____