



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 – Foreclosure Sale For: Harris Land and Timber Company, LLC by and through Luke Harris as Beneficiary Under the Assignment of Note and Deed of Trust Instrument #240000727 Dated April 30th, 2024

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

AUCTION DATE – Friday, November 21st, 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:

+/- 175.168 Acres; Map #: 2HH041027; KNOX CREEK 0 0; Deed Inst. #: 240000434;
Plat Inst. #: 230000454

Address: TBD Fox Farm Rd., Hurley, VA 24620

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, November 21st, 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 \$5,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, December 22nd, 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 special 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.
- 20) **Other:** The current property owner being foreclosed upon, has been on the property with an RV. Lender does not know if current owner has vacated or remains on the property. Notice of foreclosure has been delivered to current owner.

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

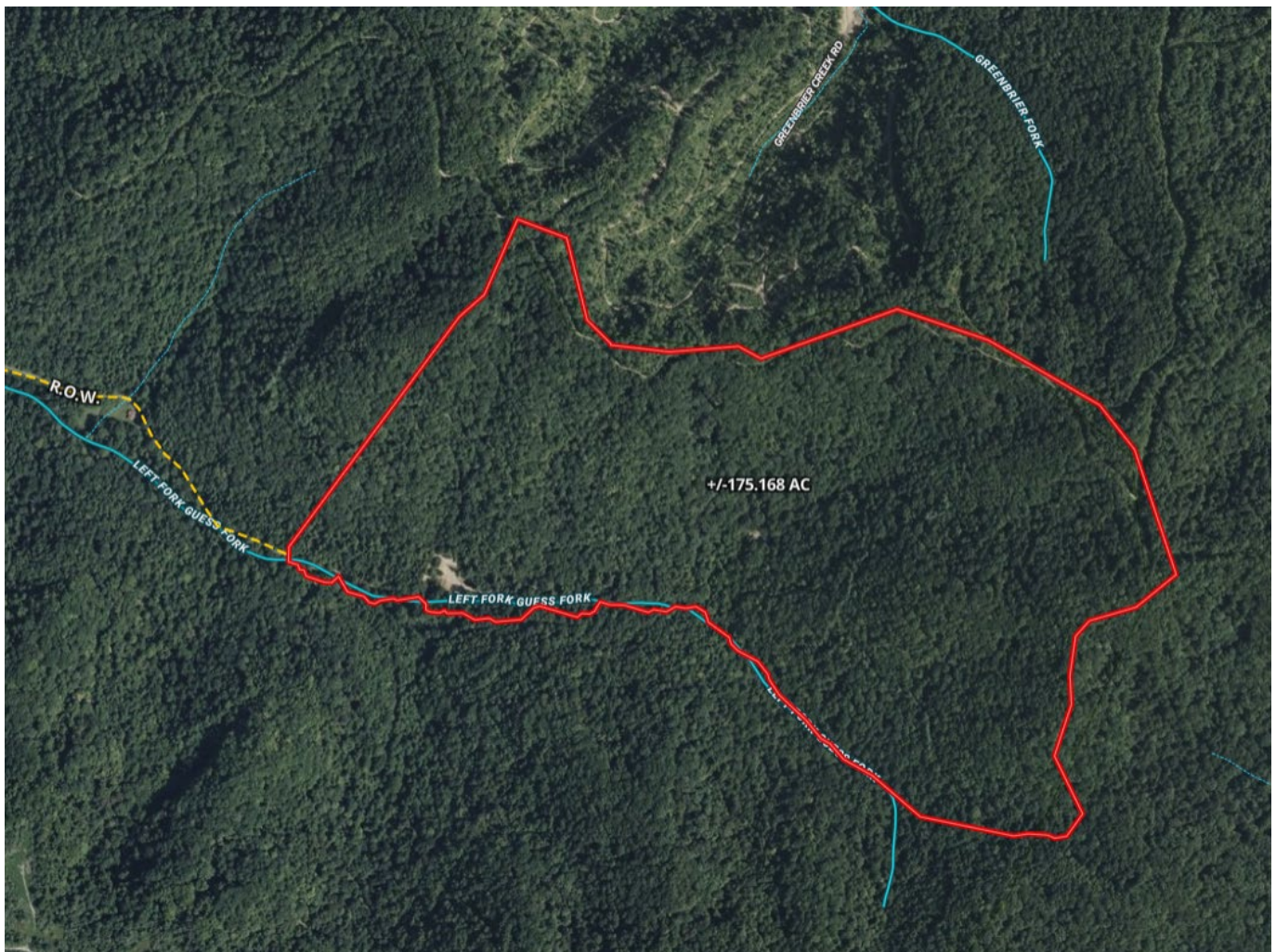
Individual State License #'s

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

Aerial



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

Contour

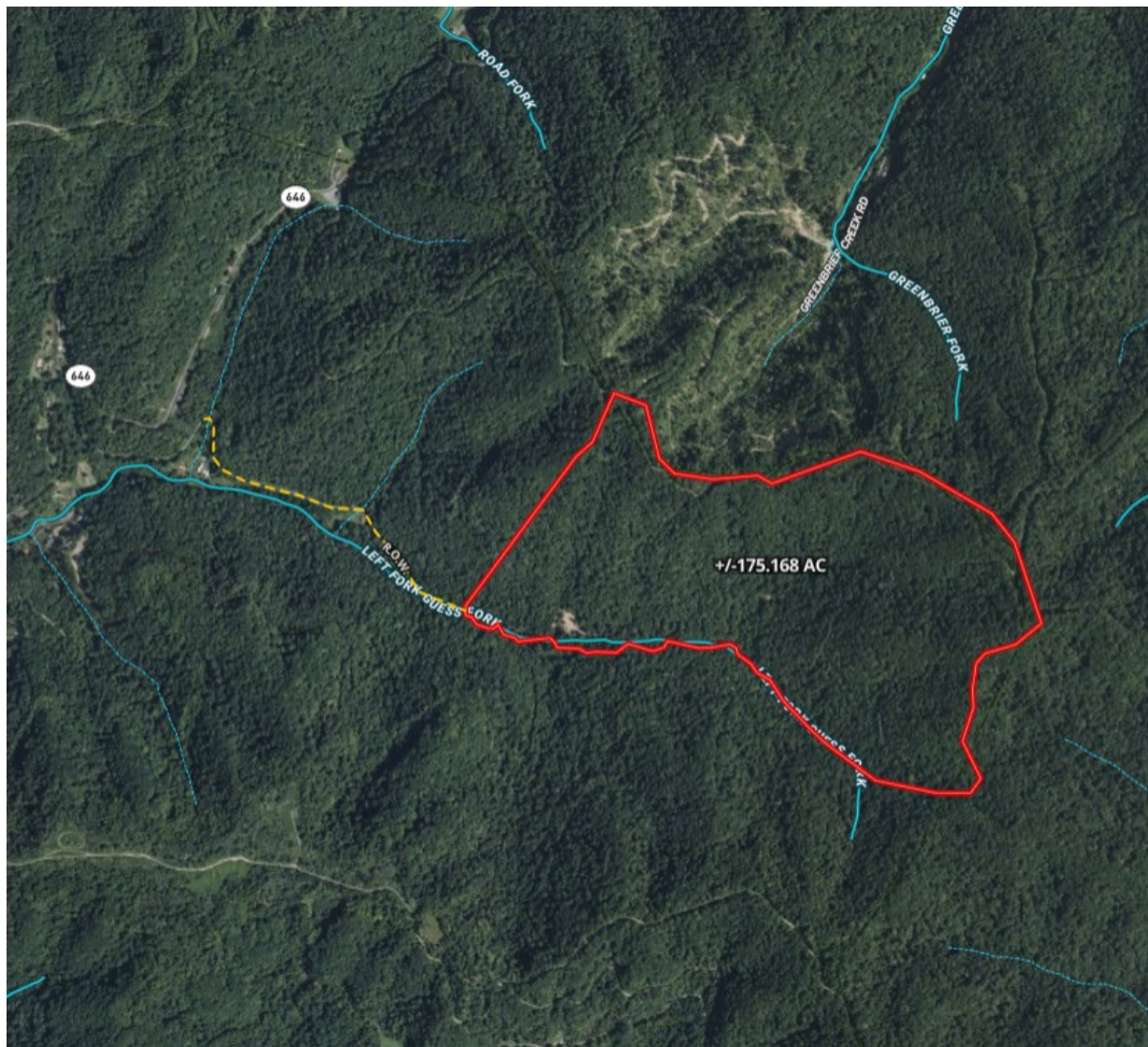


**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries******



Neighborhood

TBD Fox Farm Rd.
Hurley, VA 24620



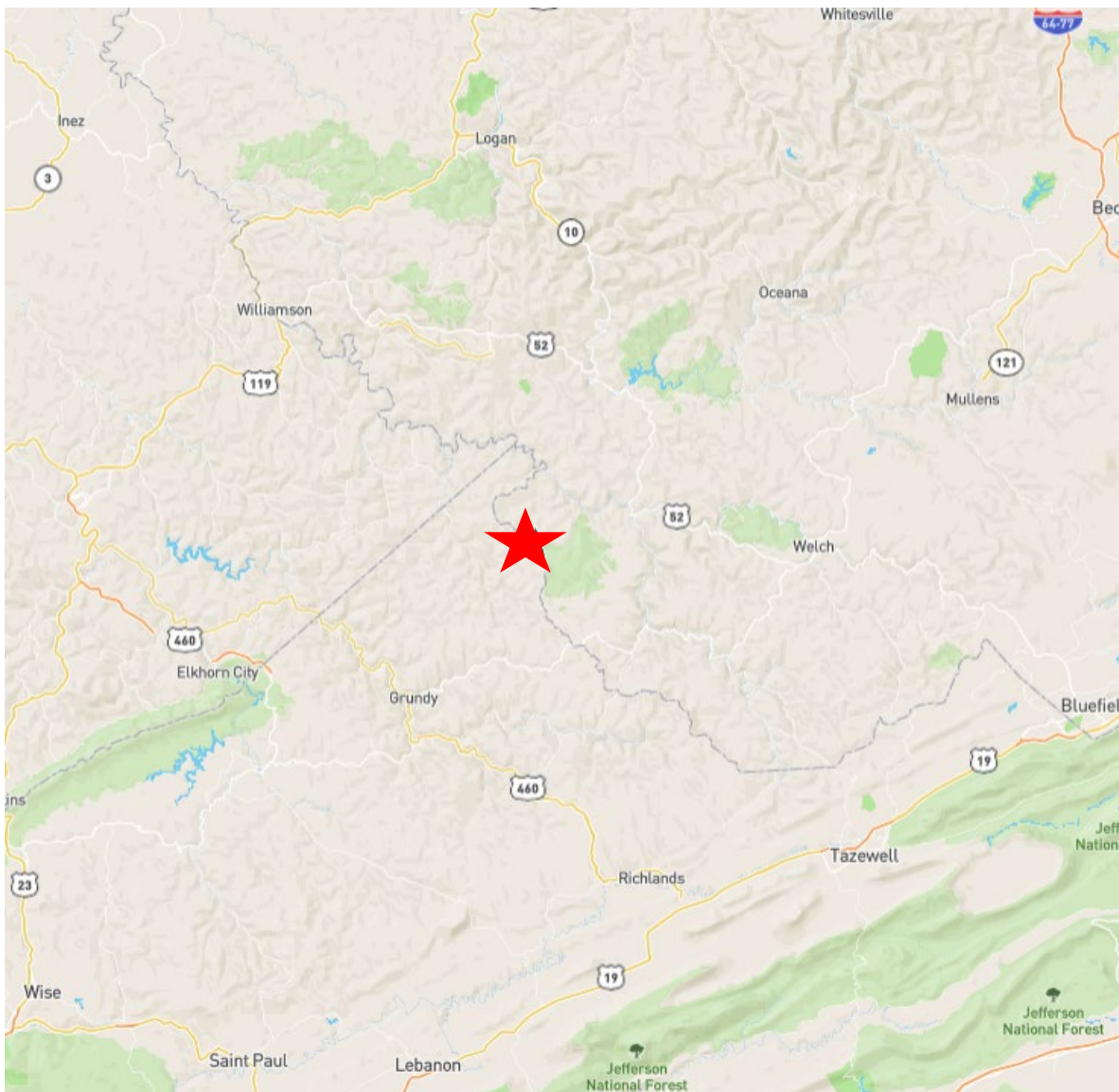


Auction Services

Location

TBD Fox Farm Rd.

Hurley, VA 24620



Property Identification Card

Property Address**Owner Name/Address**

MARRON, PAUL MARTIN & KAREN NANCY
C/O PAUL MARRON AND TIMBER CO
2850 CITRUS LAKE DR 204

Map ID: 2HH041027 NAPLES, FL 34109

Acct No: 4952-1

Legal Description: KNOX CREEK 0 0

AC 175.168 HARRIS LAND

Plat Book/Page: 0000 / No Page

Deed Book/Page: 0352 / 805

Instrument: 24 434 00

Occupancy: LAND

Dwelling Type: VACANT

Use/Class: AGRICULTURE 100+ ACRES

Acreage: 175.160

Year Assessed: 2021

Year Built:

Land Use:

Zoning:

Year Remodeled:

Total Mineral: \$0

District: 03 KNOX

Year Effective:

Total Land: \$87,600

MH/Type:

On Site Date: 08/17/2020 **Total Improvements:** \$0

Condition:

Review Date:

Total Value: \$87,600

Improvement Description		
Exterior	Interior	Site
		STREET-GRAVEL
		STREET-PAVED

Land Valuation							
M Cls	Desc	G	Size	Dpth	Rate	FV/Pct	Value
A	51 MOUNTAIN L E		175.16		500.00		87580
Total Land Value			175.160				87600

Total Property Value							87600
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Sec	Type	Str	Description	Area
Total Square Feet				
		Cur. Value	Prev. Value	%Inc.
Land		87600	82500	
Improvements				
Total		87600	82500	
Average Price Per Acre			500	
Sale Date/Amount		5/06/2024	139900	



(2HH-041-026)

ST. RTE. 646

COUNTY RD 2544

END COUNTY RD

SOIL RD
(SEE NOTE 10)

INSET
OVERVIEW OF R/W

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BAILEY ENGINEERING & LAND SURVEYING, INC., P.C.

 EXCELLENCE IN ENGINEERING & SURVEYING
 P.O. BOX 155
 ROSELAND, VIRGINIA 24089
 TELEPHONING: (276) 880-5667 FAX: (276) 880-2728

(276) 880-0411

PARCEL LOCATED ON THE HEADWATERS OF
 LEFT FORK OF GLESSIES FORK IN THE
 KNOX MAGISTERIAL DISTRICT OF
 BUCHANAN COUNTY, VIRGINIA





(2HH-041-026)

DEED

Title Underwriter: First American Title Insurance Company

240000434

This document prepared by (and after recording return to):

Frank D. Thompson, II, Esq., VSB # 88183

BELL & LISS, LLC

702 King Farm Blvd., Suite 155

Rockville, MD 20850

File No.: 80407VAF-HQ

Parcel Identification Number: 2HH041027

Consideration: \$139,900.00

Assessed value: \$87,600.00

GENERAL WARRANTY DEED

THIS DEED, made this 30th day of April, 2024, between HARRIS LAND AND TIMBER COMPANY, DBA COUNTRY LAND BUYERS, A VIRGINIA LIMITED LIABILITY COMPANY, as party or parties of the first part, whose address is: PO BOX 217, FLOYD, VA 24091 (hereinafter referred to as "Grantor"), and PAUL MARTIN MARRON AND KAREN NANCY MARRON, a married couple, as party or parties of the second part, whose address is: 2850 CITRUS LAKE DRIVE 204, NAPLES, FL 34109 (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include singular, plural, their respective heirs, legal representatives, successors, and assigns where the context requires or permits);

WITNESSETH:

THAT Grantor for and in consideration of the sum of **ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$139,900.00)**, cash in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, assign, remise, release, convey and confirm with **GENERAL** Warranty and English covenants of title, unto the Grantee, as **TENANTS BY THE ENTIRETY** at common law, all that certain land, the following described property, located in **BUCHANAN COUNTY**, Commonwealth of Virginia (the "Property"):

**SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" AND
INCORPORATED HEREIN BY REFERENCE.**

Property Address:

TO HAVE AND TO HOLD the said tract or parcel of land, together with all improvements thereupon and the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of said Grantee forever in **FEE SIMPLE**.

This conveyance is made subject to the easements, conditions and restrictions of record insofar as they may lawfully affect the Property.

[SIGNATURE PAGE TO FOLLOW]

1

240000434

WITNESS the following signatures and seal:

**HARRIS LAND AND TIMBER COMPANY
LLC DBA COUNTRY LAND BUYERS**



**BY: LUKE HARRIS, SOLE MANAGING
MEMBER**

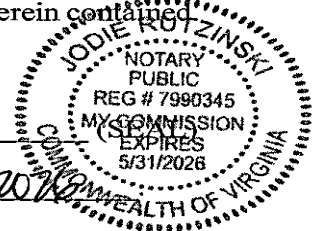
STATE / COMMONWEALTH OF Virginia
CITY / COUNTY OF Floyd, to-wit:

I, a Notary Public of the aforesaid jurisdiction, do hereby certify that **LUKE HARRIS, SOLE MANAGING MEMBER OF HARRIS LAND AND TIMBER COMPANY, DBA COUNTRY LAND BUYERS, A VIRGINIA LIMITED LIABILITY COMPANY**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and did acknowledge the foregoing Deed to be his act and deed for the purposes therein contained.

Given under my hand this 30th day of April, 2024.


NOTARY PUBLIC

My Commission Expires: 5/31/2026



Send Subsequent Tax Bills to:
**PAUL MARTIN MARRON AND KAREN NANCY MARRON
2850 CITRUS LAKE DRIVE 204
NAPLES, FL 34109**

2

EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE
BUCHANAN COUNTY, STATE OF VIRGINIA, TO WIT:

ALL IMPROVEMENTS AND APPURTENANCES THEREUNTO BELONGING,
IN AND TO THAT CERTAIN TRACT OR PARCEL OF LAND, CONTAINING
175.168 ACRES, MORE OR LESS, SITUATE ON THE HEAD OF GUESSES FORK
OF KNOX CREEK IN BUCHANAN COUNTY, VIRGINIA BEING REFERRED TO
AND KNOWN AS TRACT NO. 3 AND BEING IN ALL RESPECTS ONE OF THE
THREE TRACTS OR PARCELS OF LAND ACQUIRED BY CHARLES JUSTUS
FROM BILLY RAY JUSTUS AND SHIRLEY JUSTUS BY DEED DATED
MARCH, 2017, AND RECORDED MARCH 30, 2017, IN THE OFFICE OF THE
CIRCUIT COURT CLERK'S OFFICE IN BUCHANAN COUNTY, VIRGINIA AS
INSTRUMENT NUMBER 170000603, SAID TRACT BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN WITH CAP SET AT SOUTH BASE OF 8"
TREE (WIT 8" WHITE OAK S 36 DEGREES 21'14" W 3.42' FR. IPS) (WHITE OAK
ON E. SIDE OF GUESSES FORK, REF. 130' FR. MOUTH OF DAVIS BRANCH,
CALLED FOR, GONE), BEING A COMMON CORNER BETWEEN TWO OTHER
PARCELS OF CHARLES JUSTUS (D.B. 448, PG. 629 & INST. NO. 170000603
(TR. 2 IN INST. NO. 140001577)); THENCE LEAVING ONE OF SAID JUSTUS
PARCELS (D.B. 448, PG. 629) AND WITH THE OTHER (INST. NO. 170000603) S
04 DEGREES 10'13" W 82.965' PASSING AN IRON PIN WITH CAP SET ONLINE
AT 61.926' TO A POINT IN THE CENTERLINE OF LEFT FORK GUESSES FORK,
BEING A CORNER TO ANOTHER PARCEL OF CHARLES JUSTUS (D.B. 294,
PG. 156); THENCE LEAVING ONE PARCEL OF SAID JUSTUS AND WITH THE
OTHER (D.B. 294, PG. 156) AND UP AND WITH THE MEANDERS OF THE
CENTERLINE OF SAID LEFT FORK THE FOLLOWING EIGHTY ONE (81)
CALLS: S 70 DEGREES 02'21" E 53.658'; THENCE S 13 DEGREES 22'05" E
25.598'; THENCE S 80 DEGREES 01'00" E 24.645'; THENCE S 17 DEGREES
31'55" E 31.674'; THENCE S 69 DEGREES 08'43" E 102.036'; THENCE S 85
DEGREES 36'41" E 38.399'; THENCE N 44 DEGREES 29'25" E 18.458'; THENCE
N 29 DEGREES 25'57" E 15.147'; THENCE N 74 DEGREES 03'32" E 16.215';
THENCE S 43 DEGREES 03'16" E 11.916'; THENCE S 26 DEGREES 22'05" E
81.790'; THENCE S 51 DEGREES 09'04" E 19.415'; THENCE S 83 DEGREES
32'01" E 21.241'; THENCE S 74 DEGREES 54'16" E 51.749'; THENCE S 39
DEGREES 04'35" E 39.646'; THENCE S 72 DEGREES 56'23" E 30.004'; THENCE N
63 DEGREES 43'43" E 34.975'; THENCE S 89 DEGREES 46'13" E 34.342';
THENCE N 76 DEGREES 29'23" E 36.782'; THENCE S 56 DEGREES 45'18" E
18.717'; THENCE N 68 DEGREES 13'18" E 26.580'; THENCE S 76 DEGREES
20'35" E 26.519'; THENCE N 73 DEGREES 29'46" E 24.499'; THENCE N 85
DEGREES 19'11" E 41.312'; THENCE S 57 DEGREES 32'18" E 22.587'; THENCE S
34 DEGREES 53'15" E 32.144'; THENCE S 02 DEGREES 43'42" W 31.984';

THENCE S 63 DEGREES 26'00" E 21.631'; THENCE S 81 DEGREES 27'01" E
 53.456'; THENCE N 64 DEGREES 29'23" E 27.876'; THENCE S 38 DEGREES
 48'49" E 19.467'; THENCE S 88 DEGREES 46'21" E 82.643'; THENCE S 69
 DEGREES 17'55" E 30.792'; THENCE S 45 DEGREES 47'43" E 34.245'; THENCE S
 70 DEGREES 44'39" E 10.904'; THENCE N 84 DEGREES 46'00" E 72.974';
 THENCE S 59 DEGREES 01'16" E 40.095'; THENCE N 86 DEGREES 52'20" E
 135.128'; THENCE N 44 DEGREES 33'10" E 40.523'; THENCE N 63 DEGREES
 20'13" E 40.981'; THENCE N 12 DEGREES 16'39" E 10.650'; THENCE N 73
 DEGREES 25'26" E 32.735'; THENCE S 73 DEGREES 26'46" E 38.587'; THENCE S
 61 DEGREES 52'05" E 42.199'; THENCE S 73 DEGREES 58'02" E 126.998';
 THENCE N 49 DEGREES 51'45" E 29.471'; THENCE S 84 DEGREES 40'14" E
 43.427'; THENCE N 63 DEGREES 30'30" E 28.765'; THENCE N 32 DEGREES
 36'20" E 57.433'; THENCE S 70 DEGREES 45'15" E 49.396'; THENCE S 89
 DEGREES 39'06" E 38.743'; THENCE S 81 DEGREES 30'54" E 43.261'; THENCE S
 67 DEGREES 58'11" E 96.784'; THENCE S 81 DEGREES 33'27" E 33.508';
 THENCE N 65 DEGREES 04'03" E 30.897'; THENCE S 78 DEGREES 33'35" E
 68.152'; THENCE N 63 DEGREES 10'18" E 56.245'; THENCE S 78 DEGREES
 23'31" E 50.827'; THENCE N 84 DEGREES 25'54" E 57.624'; THENCE S 56
 DEGREES 58'02" E 55.481'; THENCE S 15 DEGREES 39'24" E 55.764'; THENCE S
 51 DEGREES 58'41" E 133.611'; THENCE S 14 DEGREES 45'54" E 35.561';
 THENCE S 42 DEGREES 24'45" E 48.844'; THENCE S 59 DEGREES 40'33" E
 120.581'; THENCE S 36 DEGREES 07'14" E 85.748'; THENCE S 11 DEGREES
 40'25" E 28.531'; THENCE S 37 DEGREES 52'10" E 44.534'; THENCE S 25
 DEGREES 42'23" E 51.523'; THENCE S 42 DEGREES 00'55" E 111.440'; THENCE
 S 48 DEGREES 31'53" E 79.932'; THENCE S 37 DEGREES 22'50" E 128.023';
 THENCE S 59 DEGREES 34'30" E 52.371'; THENCE S 38 DEGREES 22'49" E
 106.762'; THENCE S 58 DEGREES 40'43" E 176.437'; THENCE S 47 DEGREES
 19'02" E 329.163'; THENCE S 76 DEGREES 19'09" E 500.450'; THENCE N 83
 DEGREES 31'57" E 77.108'; THENCE S 84 DEGREES 13'32" E 101.118'; THENCE
 S 65 DEGREES 08'47" E 42.347'; THENCE N 82 DEGREES 53'04" E 63.465' TO AN
 IRON PIN WITH CAP SET, BEING A CORNER OF SAID JUSTUS AND IN THE
 ORIGINAL OUTSIDE LINE OF THE 330 ACRE TRACT (D.B. "U", PG. 459);
 THENCE LEAVING SAID JUSTUS' OTHER PARCEL AND WITH SAID
 ORIGINAL LINE (330AC) N 37 DEGREES 43'53" E 143.571' TO A 38" HICK
 FOUND WITH THREE (3) HACKS & BLUE PAINT (B.P.) (HELD), (STATION
 BETWEEN TWO PAINTED HICKORIES CALLED FOR), BEING A CORNER OF
 A GEORGIA PACIFIC SURVEY (NOW DEPT. OF NATURAL RESOURCES,
 W.V); THENCE CONTINUING WITH SAID ORIGINAL LINE N 24 DEGREES
 03'20" W 336.749' TO AN IRON PIN WITH CAP SET (WITS. 18" WHITE OAK S
 58 DEGREES 29'22" W 10.33' FR. IPS) (SML. HICKORY & WHITE OAK CALLED
 FOR, GONE); THENCE N 21 DEGREES 39'56" E 291.831' TO A 40" RED OAK
 FOUND WITH HACKS & B.P. NEAR TOP OF KNOB, (SMALL RED OAK NEAR
 TOP OF KNOB CALLED FOR); THENCE N 00 DEGREES 52'00" W 152.742' TO A
 33" RED OAK FOUND WITH B.P., 3-1-LACKS PLACED (SMALL RED OAK
 CALLED FOR); THENCE LEAVING THE SAID ORIGINAL 330 ACRE LINE
 AND RUNNING WITH A LINE COMMON TO THE SAID GEORGIA PACIFIC

SURVEY (NOW DEPT. OF NATURAL RESOURCES) (TO MORE ACCURATELY FOLLOW THE TOP OF THE RIDGE) N 10 DEGREES 22'49" E 206.051' TO A 30" BLACK OAK FOUND WITH HACKS (RE-HACKED) (15" OAK CALLED FOR IN G-P SURVEY); THENCE LEAVING SAID G-P SURVEY N 41 DEGREES 33'22" E 114.005' TO AN IRON PIN WITH CAP SET ON NORTH EDGE OF TRAIL (WITS 8" HICKORY S 02 DEGREES 15'54" W 7.05' FROM IPS) (SML. CROOKED CH.NUTS OAK BY 2 LG. CH.NUTS CALLED FOR, GONE) BEING A CORNER OF THE SAID ORIGINAL 330 ACRE TRACT; THENCE CONTINUING WITH SAID ORIGINAL TRACT N 76 DEGREES 01'57" E 255.288' TO AN IRON PIN WITH CAP SET (WITS 12" MAPLE N 23 DEGREES 34'57" 133.81' FR IPS) (SML. CH.NUT & 4 SML. HICKORIES CALLED FOR, GONE); THENCE N 53 DEGREES 28'03" E 273.602' TO AN IRON PIN WITH CAP SET (WITS. 24" BLK OAK S 53 DEGREES 57'09" W 6.00' FR IPS) (CH.NUT SPROUT @ SPUR BETWEEN TRACE & TRAP FORKS OF PANTHER CALLED FOR, GONE); THENCE N 16 DEGREES 25'48" W 688.864' TO A 40" CH.NUT OAK FOUND (HELD) NEAR TOP OF KNOB, 3-HACKS PLACED (CH.NUT OAK ON HIGH KNOB BETWEEN GUESSES FORK & TRAP AND GREENBRIER CALLED FOR); THENCE N 36 DEGREES 16'07" W 296.200' TO AN IRON PIN WITH CAP SET IN ROAD (SML. SASSAFRAS BY CH.NUT STUMP CALLED FOR, GONE); THENCE N 57 DEGREES 46'07" W 673.900' TO A RAIL ROAD SPIKE WITH PUNCH HOLE SET IN GAS WELL ROAD (SOURWOOD & MAPLE BUSH, WITS. CH.NUT OAK W/ 3 HACKS 15' TO RIGHT IN STATE LINE CALLED FOR, GONE); THENCE N 69 DEGREES 16'07" W 505.000' TO AN IRON PIN WITH CAP SET (WITS. 4" RED OAK N 46 DEGREES 34'43" E 1.90' FR. IPS) (CH.NUT IN ED. OF TOP OF KNOB CALLED FOR, GONE); THENCE S 72 DEGREES 13'53" W 762.300' TO AN IRON PIN WITH CAP SET (WITS. 4" OAK S 58 DEGREES 56'08" E 5.08' FR. IPS) (RED OAK CALLED FOR, GONE); THENCE N 59 DEGREES 31'07" W 140.000' TO AN IRON PIN WITH CAP SET (WITS. 16" WHITE OAK N 42 DEGREES 24'47" E 11.30' FR. IPS) (RED OAK CALLED FOR, GONE); THENCE S 86 DEGREES 53'53" W 366.200' TO AN IRON PIN WITH CAP SET (WITS. 26" BLACK OAK S 40 DEGREES 48'58" W 6.33' FR. IPS) (CH.NUT ON KNOB CALLED FOR, GONE); THENCE N 81 DEGREES 16'07" W 312.000' TO AN IRON PIN WITH CAP SET IN GAP (WITS. 12" DBL. MAPLE N 09 DEGREES 51'56" E 8.12') (2 CH.NUTS IN GAP CALLED FOR, GONE); THENCE N 43 DEGREES 16'07" W 178.296' TO AN IRON PIN WITH CAP SET (WITS. 8" TWIN MAPLES (NORTH MAPLE) S 29 DEGREES 35'18" E 7.66' FR. IPS) (WATER OAK CALLED FOR, GONE.); THENCE N 11 DEGREES 46'07" W 450.700' TO AN IRON PIN WITH CAP SET (WITS. 10" HICKORY S 05 DEGREES 51'38" W 5.22' FR IPS) (SML. CH.NUT CALLED FOR, GONE; DEED CALLS FOR LEAVING STATE LINE); THENCE N 67 DEGREES 16'07" W 276.023' TO AN IRON PIN WITH CAP SET TOP NORTH BANK OF ROAD (2 CH.-NUT SPROUTS, ONE DEAD, CALLED FOR, GONE) BEING IN LINE OF SAID OTHER PARCEL OF CHARLES JUSTUS (D.B. 448, PG. 629); THENCE WITH SAID JUSTUS' OTHER PARCEL THE FOLLOWING THREE (3) CALLS, S 25 DEGREES 58'13" W 430.900' TO AN IRON PIN WITH CAP SET ON CENTERLINE OF SPUR (3 SML. CH.NUTS, ONE DEAD, ON SPUR CALLED FOR, GONE); THENCE S 50 DEGREES 58'13" W 173.000' TO AN IRON

240000434

PIN WITH CAP SET (WITS. 32" OAK W/ KNOT NEAR BOTTOM N 13 DEGREES 13'56" W 9.23' FR IPS) (4 CH.NUT SPROUTS NEAR TOP OF KNOB CALLED FOR (4 SML. CH.NUTS ON N. SIDE & 50' FR. TOP OF KNOB CALLED FOR IN D.B. 47, PG. 475); THENCE S 38 DEGREES 28'13" W 1505.000' TO THE POINT OF BEGINNING, CONTAINING 175.168 ACRES MORE OR LESS; AND BEING THE SAME TRACT AS SHOWN ON THAT CERTAIN PLAT PREPARED BY BAILEY ENGINEERING & LAND SURVEYING, PROJECT NO. BELS22121-P106, DATED 12-10-2022 ENTITLED FOR MORE DETAILED PROPERTY INFORMATION "PLAT OF SURVEY OF TRACT 3 (INST. NO. 1400001577) CONTAINING 175.168 MORE OR LESS ACRES STANDING IN THE NAME OF CHARLES JUSTUS AS PER INSTRUMENT NO. 170000603, AND LISTED AS TAX PARCEL 21-1H-041-027", SAID PLAT TO BE RECORDED HERewith AND COPY OF WHICH IS ATTACHED HERETO AS "EXHIBIT A".

TOGETHER WITH THE PERPETUAL EASEMENT FOR INGRESS AND EGRESS ACROSS AN EXISTING FIFTEEN (15) FOOT WIDE ROAD OVER THOSE TRACTS BEING REFERRED TO AS TRACT NOS. 1 (TAX MAP NO. 2HH-041-025) AND 2 (TAX MAP NO. 2HH-041-026), SAID PERPETUAL EASEMENT TO RUN WITH THE LAND, AS SET FORTH IN DEED FROM CHARLES JUSTUS AND LYDIA JUSTUS, HIS WIFE, DATED 4-10-2023, RECORDED 4-17-2023, AS INSTRUMENT NO. 230000454.

SUBJECT TO COVENANTS, PROVISIONS, AND CONDITIONS PERTAINING TO SAID PERPETUAL EASEMENT, AS SET FORTH IN DEED FROM CHARLES JUSTUS AND LYDIA JUSTUS, HIS WIFE, DATED 4-10-2023, RECORDED 4-17-2023, AS INSTRUMENT NO. 230000454, NAMELY:

1. THE ROAD CONTAINS AN EXISTING GATE THAT REMAINS LOCKED. GRANTEE AND ITS SUCCESSORS OR ASSIGNS SHALL LEAVE THE CURRENT OR SIMILAR GATE GRANTORS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS, MAY INSTALL ON THE ROAD FOR AS LONG AS GRANTORS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS CHOOSE TO LEAVE A GATE AND IT SHALL REMAIN LOCKED AT ALL TIMES. GRANTORS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS SHALL SUPPLY GRANTEE AND HEIRS, SUCCESSORS OR ASSIGNS WITH A KEY FOR ACCESS THROUGH THE GATE.

6
INSTRUMENT 240000434
RECORDED IN THE CLERK'S OFFICE OF
BUCHANAN COUNTY CIRCUIT COURT ON
MAY 6, 2024 AT 01:28 PM
\$140.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$70.00 LOCAL: \$70.00
BEVERLY S. TILLER, CLERK
RECORDED BY: GBB

ASSIGNMENT OF NOTE AND DEED OF TRUST

240000727

Tax Map Number: 2HH041027

Prepared by: W. Harrison Schroeder (VSB#45843), licensed to practice in Virginia

File Number: 24-0422

Return original to: The Schroeder Law Firm, P.C., P.O. Box 156, Floyd, VA 24091

THIS ASSIGNMENT OF NOTE AND DEED OF TRUST, made and entered into this 30th day of April, 2024, by and between PRIVATE LENDING, LLC, a Virginia limited liability company, hereinafter referred to as the "Grantor", and HARRIS LAND AND TIMBER COMPANY, LLC, a Virginia limited liability company, whose address is P.O. Box 217, Floyd, VA 24091, its successors and assigns, hereinafter referred to as the "Grantee". That for and in consideration of the sum of \$124,000, the Grantor does hereby convey, grant, assign, transfer, and set over unto the Grantee the following described Note and Deed of Trust, together with the obligations therein described and all rights accrued or to accrue under the same, subject only to the terms and conditions therein contained: Deed of Trust dated April 30, 2024, made by PAUL MARTIN MARRON and KAREN NANCY MARRON, Borrowers (Grantors for recordation purposes), to FIRST AMERICAN TR SERVICES OF VIRGINIA, LLC, TRUSTEE, for the benefit of PRIVATE LENDING, LLC, a Virginia limited liability company, as Beneficiary, to secure a Note of even date therewith in the original principal amount of \$124,000, said Deed of Trust being recorded in the Clerk's Office of the Circuit Court of Buchanan County, Virginia, as Instrument Number 240000435.

WITNESS THE FOLLOWING SIGNATURE AND SEAL:

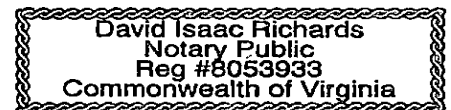
PRIVATE LENDING, LLC

By: John Paul Houston (SEAL)
John Paul Houston, Sole Member

COMMONWEALTH OF VIRGINIA,
COUNTY OF FLOYD, to-wit:

The foregoing instrument was acknowledged before me this 24th day of May, 2024, by John Paul Houston, Sole Member of and on behalf of Private Lending, LLC, a Virginia limited liability company.

David Isaac Richards (SEAL)
Notary Public



My Commission Expires: July 31, 2027

My Registration Number: 8053933

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of November 21st 2025, between Harris Land and Timber Company, LLC by and through Luke Harris as Beneficiary Under the Assignment of Note and Deed of Trust Instrument #240000727 Dated April 30th, 2024 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 Buchanan, Virginia, and described as:

+/- 175.168 Acres; Map #: 2HH041027; KNOX CREEK 0 0; Deed Inst. #: 240000434; Plat Inst. #: 230000454

Address: TBD Fox Farm Rd., Hurley, VA 24620

2. **Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____

(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.
3. **Deposit.** Purchaser has made a deposit with the Auction Company, of \$ 5,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.
4. **Settlement Agent and Possession.** Settlement shall be made at _____ on or before December 22nd, 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 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

Seller's Initials _____

Purchaser's Initials _____

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.

(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

Seller's Initials _____

Purchaser's Initials _____

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, 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

Seller's Initials _____

Purchaser's Initials _____

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 Special 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.

Seller's Initials _____

Purchaser's Initials _____

(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.

(i) **Other.** The current property owner being foreclosed upon, has been on the property with an RV. Lender does not know if current owner has vacated or remains on the property. Notice of foreclosure has been delivered to current owner.

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.

(Seller) Harris Land and Timber Company, LLC
by and through Luke Harris as Beneficiary
Under the Assignment of Note and Deed of Trust
Instrument #240000727 Dated April 30th, 2024

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Seller's Initials _____

Purchaser's Initials _____

TIMBER REPORT



JOHN J. WEST • *Consulting Forester*

Professional Forestry Services • Timber Sales & Appraisals • Forest Management

July 26, 2023

Country Land Group
Luke Harris
P.O. Box 217
Floyd, Va. 24091

Forestry Report

Timber Cruise and appraisal and property evaluation on the Country Land Group property on Left Fork of Guess Fork in Buchanan County, Va.

Location and Property Description:

The property is located on the head of the left fork of Guess Fork bordering the State line ridge with West Virginia. The property has been recently surveyed. I noticed where a few of the corners were flagged along the main ridge. The property boundary runs along the main ridge and along the main creek. I did not find any boundary evidence on the west side where it borders private property.

In general, this property is steep mountain land. The topo map shows where an old field was once cleared. This old field area is not flat bottom land.

An old strip mine bench runs the entire length of the property on the 1,700-foot elevation. The access road to this mine bench starts on the adjoining property.

There is a distinct rock cliff that runs the length of the property just above this mine bench. There is a smaller rock cliff just below the mine bench.

The property has experienced forest fires in past years.

The property has a resident wild life population. I observed some deer, bear, turkey sign and a few squirrels. The property does not have a great deal of habitat to retain large numbers of wildlife. I also observed a large rattle snake.

Access:

This property does not border a public road. From the county road, the access road runs with the existing road, called Fox Farm Road, through other parcels of Charles Justice. The road turns into a trail when it meets Country Land Group tract. There is also a gas well access road that runs along the main ridge of this property and bordering the State line ridge. It appears four wheelers regularly use this gas well road.

Part of the Fox farm access road was recently paved with new asphalt last week.

I am concerned with the access for logging opportunities. There are a few residences that use Fox Farm Road. This tract is only accessible with small logging trucks. That new asphalt did not help matters. A road bond may be required because I don't think this new asphalt will support loaded log trucks. Several loads of gravel and permanent drain pipes will be required to fix the existing road to the property. The existing access road is very close to the main creek. The Va.

Forestry Dept. could cause problems. A log landing will have to be built up on the hill to get far enough away from the main creek.

The remote location of this property, really hurts the stumpage value of the mature sawtimber timber. There are no major timber markets near this property. May Brothers have a small sawmill at Kemper Ky. and Gilbert Lumber has a sawmill at Gilbert WV. The closest timber markets to this property are located in Ohio and Moorehead Kentucky. Small Log trucks will have to short haul the logs and then reloaded onto tractor trailers. All the county roads into this area are narrow and curvy and they cross several mountains to get to a state road. I am worried the locals will not be happy with log trucks using the Fox Farm Road.

Topography:

This property is moderately steep mountain land. There is very little usable bottom land. This property has a south facing aspect. Most of the drains are small, there one larger drain. The heads of these drains have good growing sites. The south facing ridges are rocky and have poor growing sites.

Timber Stand Analysis:

I observed evidence that some logging took place on this property, approximately 25 years ago. It appears they cut some Yellow Poplar, low down in the main hollows and cut a few pockets of Red Oak. Red Oak logs were in high demand at that time. It does not appear they cut any White Oak, Chestnut Oak or Walnut.

This tract has a some mature sawtimber, located, generally above the old mine bench to the top of the mountain. There are some good quality trees in the cove sites. The south facing ridges have lower quality Scarlet and Black Oak. I am concerned there is fire damage in some of the larger trees. I would be concerned if I was a timber buyer. This tract does have some nice quality White Oak and Chestnut Oak. I also observed some decent Black Walnut trees. One was really good. I also observed one of the best Butternut trees I have ever seen. It is challenging to accurately evaluate timber this time of year with the dense vegetation. Chestnut Oak is the dominant species at 30%. White Oak, Black Oak and Scarlet Oak are also well represented. The Yellow Poplar is found in smaller pockets in the drains because of past logging.

Timber Volume Estimate and Appraisal:

I spent four days taking 84 cruise points throughout the property. I feel I did a through cruise of the property. The volume per acre is somewhat less at lower elevations, probably because of old farming practices. The old field, the mine bench, the gas well road, the rock cliffs and the SMZ take some acreage out of timber production. I also made deductions for defects from fire damage. My cruise data indicates the property is averaging 5,230 board feet per acre. On 130 merchantable acres. I feel my numbers are representative. I prepared my cruise volume estimates and appraisal based on trees measuring 14 and some high values species at 12 inches and greater, at DBH, diameter at breast height. My data indicates, the property contains approximately 680,000 board feet of merchantable sawtimber. There are no pulpwood markets in this area.

Now for an appraisal. At the present time, lumber markets are experiencing a decline. The price of lumber is falling each week. White Oak is the exception. Prices were at historic highs early in 2022. Fuel and transportation cost have also increased dramatically. Interest rates are rising and new homes sales have declined and the Chinese demand for lumber is not great. It is difficult to make an accurate appraisal in a declining market. And due to the location, logging and hauling from this tract, is going to be extremely high. This tract has some good Chestnut Oak and White Oak, which are in high demand but most of this timber will not bring a premium price, at this time. Due to its location and logging cost. My appraisal value came out to be \$99,775.00.

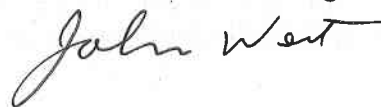
Timber Sale Prospects:

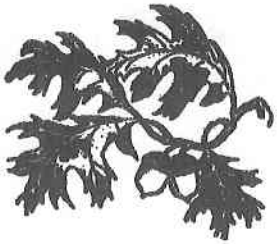
Like I indicated, lumber prices are falling at the present time. Logging and transportation cost are at an all-time high. Due to present market conditions, it is my recommendation, a timber sale be delayed until there is better demand for lumber. The demand for lumber will eventually recover. You may want to have the Division of Forestry look at the access road just to make sure they have no issues. They can be unreasonable sometimes. I would also recommend you develop a relationship with Mr. Justice and the people living on Fox Farm Road and keep them informed on your plans for the property.

I hope this report has been informative. Please find enclosed my timber volume estimate and appraisal by species. I have also included my total volume estimates without prices. I have also included topo maps. I am not sure when you acquired the property but if you need a separate appraisal for tax purposes, I can adjust my values in your favor.

Feel free to let me know if you have any questions or require additional information. Or if you need further assistance.

Respectfully Submitted,
John West, Consulting Forester

A handwritten signature in cursive script that reads "John West". The signature is written in dark ink and is positioned below the typed name and title.



JOHN J. WEST • Consulting Forester

Professional Forestry Services • Timber Sales & Appraisals • Forest Management

July 26, 2023

Country Land Group
Luke Harris
P.O. Box 217
Floyd, Va. 24091

TIMBER VOLUME ESTIMATE

Tract Name: Head of Left Fork of Guess Fork

Location: The area is located in the head of the dividing Left Fork of Guess Fork near Hurley Virginia in Buchanan County.

Total Acreage: 175 acres

Cruise Acreage: 130 acres

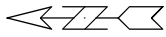
Cruising Methods: 84 Prism Points; Sawtimber measured to **12-14 inches DBH**, Doyle Rule

SPECIES	Board Foot Volume	Appraisal Value	Value
Red Oak	35,000	\$200/m	\$7,000.00
Red Oak Ties	12,000	\$35/m	\$420.00
Black Oak	48,000	\$200/m	\$9,600.00
Black Oak Ties	23,000	\$35/m	\$805.00
White Oak	63,000	\$350/m	\$22,050.00
White Oak Ties	11,000	\$35/m	\$385.00
Chestnut Oak	135,000	\$200/m	\$27,000.00
Chestnut Oak Ties	70,000	\$35/m	\$2,450.00
Yellow Poplar	116,000	\$140/m	\$16,240.00
Basswood	7,000	\$50/m	\$350.00
Hard Maple	3,000	\$200/m	\$600.00
Soft Maple	13,000	\$75/m	\$975.00
Hickory	20,000	\$100/m	\$2,000.00
Hickory Ties	30,000	\$35/m	\$1,050.00
Scarlet Oak	27,000	\$125/m	\$3,375.00
Scarlet Oak Ties	27,000	\$35/m	\$945.00
Walnut	9,000	\$400/m	\$3,600.00
Misc. (W. Pine, Gum, Syc.)	31,000	\$30/m	\$930.00

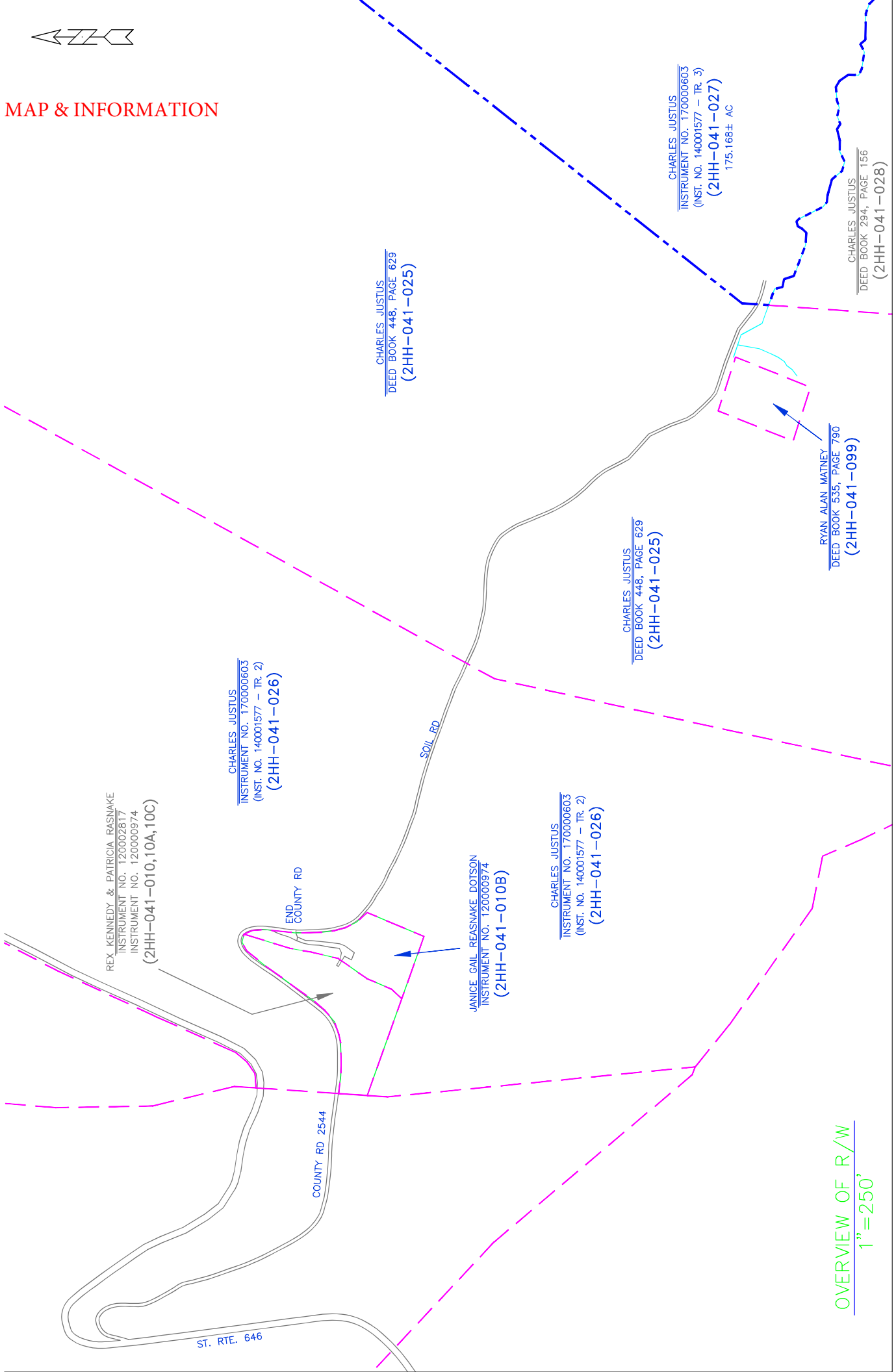
Totals 680,000 Board feet **\$99,775.00**

5,230 Bd. Ft. Per acre Ave. \$147/m

Note: The above volumes are based on a cruise and cannot be guaranteed, but may be considered just for a current appraisal. Figures have been rounded.



ROW MAP & INFORMATION



January 11, 2023

Report of Findings
For
Right of way Access from County road 2544 to Parcel 2HH-041-027

This report was prepared to map the parcels shown on the Buchanan County GIS mapping system that could potentially impact an easement From the Subject Parcel, standing in the name of Charles Justus as per Instrument No. 17000063 and listed as Tax Parcel 2HH-041-027, to County Road # 2544. This report was prepared based on Deeds of record that were listed on Buchanan Counties GIS website for the parcels that are mapped or are in contact with the existing road that is going to be used as the ingress/egress right of way. This report and accompanying map were prepared by mapping the deeds of record only and no field survey verification was performed. No Title Report was provided, and this report would be subject to any findings that an accurate title search may reveal.

Charles Justus is the owner of Parcels 2HH-041-027, 2HH-041-025, 2HH-041-026, 2HH-041-028, & 2HH-041-024. Based on our recent survey work prepared for Parcel 2HH-041-027, we were able to accurately map (by deed plots only) parcels 2HH-041-025 & 2HH-041-026. These parcels cover the land that the existing road crosses to access County Road # 2544. As per Buchanan County GIS mapping Parcels 2HH-041-010, 2HH-041-010A (and unmapped parcels but which having current tax parcel numbers: 2HH-041-010B & 2HH-041-010C) & 2HH-041-009 are shown to cross or adjoin the said existing road at or near the end of the county road.

Upon chaining the deeds for Parcels 009, 010, 010A, 010B, & 010C, it was found that Parcel 010A (D.B. 222, Pg. 353) was incorrectly mapped. The actual location of Parcel 010A is located about 2.25 miles up the Right-hand fork of Guesses Fork from the forks of said Guesses fork, which lies far to the South of the subject area. Parcels 009, 010, 010B, & 010C are mapped closely to their correct locations. These four parcels all trace back to a common parent tract of 4 acres (D.B. 214, PG. 194). The 4 acre parcel's description provided enough information to map accurately. Once mapped it was found that said parcel lies between the Left Fork Guesses Fork and the "lower edge" of the existing road and does not cross the road at any point. A portion of this tract ($\pm 230'$ in length along the road), which is currently listed as Parcel 2HH-041-010B and standing in the name of Janice Gail Reasnake Dotson as per Instrument NO. 120000974, would be adjoining the existing road, past the end of the county road, onto the Justus Parcel 2HH-041-026. The "lower edge" is not an accurate enough call to determine the actual width, from centerline, of said road/easement. An on the ground field survey would need to be performed to determine this information (finding a called for monument of the 4 acres would be the only true confirmation of the position of the "lower edge"). With that said, we feel that an ingress/egress right of way could be given without involving the owner of Parcel 2HH-041-010B, however, stating a width for said easement/right of way would require field survey verification to determine the "lower edge" to see if said parcel would be impacted.

There is also a 2 acre parcel (2HH-041-025A) that was conveyed, out of Parcel 2HH-041-025, currently standing in the Name of Richard David Justus as per Deed Book 434, Page 138 that also calls for the lower edge of the "mining road", which is the same road in question. As stated in the above paragraph, this parcel does not cross the road and an ingress/egress right of way could be given without involving the owner of Parcel 2HH-041-025A, however, stating a width for said easement/right of way would require field survey verification to determine the "lower edge". Richard Justus is the son of Charles Justus and there should not be an issue acquiring a right of way over this parcel if needed.

Another 1 acre parcel (2HH-041-099, which is currently not shown on the GIS mapping, but has a current Tax ID number) was found to be conveyed out of parcel 2HH-041-025. However, this parcel lies entirely to the South of the Left Fork Guesses Fork and there appears to be about $\pm 20'$ of separation between the Fork and centerline of the road at this area. Field survey verification would be needed to confirm this.

See the accompanying map for locations of all parcels stated and location of the road and end of county road.

Andrew Crawford
Bailey Engineering & Land Surveying, Inc.

(1 of 2)

230000454

TAX MAP NO.: 2HH041027
Real Estate Account: 4952
Consideration: \$42,000.00
Assessed Value: \$82,500.00

RETURN TO:
CLOSELINE LLC
702 KING FARM BLVD
SUITE 155
ROCKVILLE, MD 20850

75847 VAF-HQ

THIS DEED, made and entered into on this 10th day of April, 2023, by and between, **CHARLES JUSTUS** and **LYDIA JUSTUS**, his wife, parties of the first part, hereinafter referred to as "Grantors", and **HARRIS LAND AND TIMBER COMPAY, DBA COUNTRY LAND BUYERS, A VIRGINIA LIMITED LIABILITY COMPANY**, party of the second part, hereinafter referred to as "Grantee", whose address is P.O. Box 217; Floyd, Virginia 24091.

WITNESSETH:

NOW THEREFORE, for and in consideration of the sum of FORTY-TWO THOUSAND DOLLARS (\$42,000.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties of the first part do hereby grant and convey unto the party of the second part, WITH GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE, all their right, title and interest, including all improvements and appurtenances thereunto belonging, in and to that certain tract or parcel of land, containing 175.168 acres, more or less, situate on the head of Guesses Fork of Knox Creek in Buchanan County, Virginia being referred to and known as Tract No. 3 and being in all respects one of the three tracts or parcels of land

1

acquired by Charles Justus from Billy Ray Justus and Shirley Justus by deed dated March, 2017, and recorded March 30, 2017, in the Office of the Circuit Court Clerk's Office in Buchanan County, Virginia as Instrument Number 170000603, said tract being more particularly described as follows:

BEGINNING AT A 5/8" IRON PIN WITH CAP SET AT SOUTH BASE OF 8" TREE (WIT 8" WHITE OAK S 36°21'14" W 3.42' FR. IPS) (WHITE OAK ON E. SIDE OF GUESSES FORK, REF. 130' FR. MOUTH OF DAVIS BRANCH, CALLED FOR, GONE), BEING A COMMON CORNER BETWEEN TWO OTHER PARCELS OF CHARLES JUSTUS (D.B. 448, PG. 629 & INST. NO. 170000603 (TR. 2 IN INST. NO. 140001577)); THENCE LEAVING ONE OF SAID JUSTUS' PARCELS (D.B. 448, PG. 629) AND WITH THE OTHER (INST. NO. 170000603) S 04°10'13" W 82.965' PASSING AN IRON PIN WITH CAP SET ONLINE AT 61.926' TO A POINT IN THE CENTERLINE OF LEFT FORK GUESSES FORK, BEING A CORNER TO ANOTHER PARCEL OF CHARLES JUSTUS (D.B. 294, PG. 156); THENCE LEAVING ONE PARCEL OF SAID JUSTUS AND WITH THE OTHER (D.B. 294, PG. 156) AND UP AND WITH THE MEANDERS OF THE CENTERLINE OF SAID LEFT FORK THE FOLLOWING EIGHTY ONE (81) CALLS: S 70°02'21" E 53.658';
 THENCE S 13°22'05" E 25.598';
 THENCE S 80°01'00" E 24.645';
 THENCE S 17°31'55" E 31.674';
 THENCE S 69°08'43" E 102.036';
 THENCE S 85°36'41" E 38.399';
 THENCE N 44°29'25" E 18.458';
 THENCE N 29°25'57" E 15.147';
 THENCE N 74°03'32" E 16.215';
 THENCE S 43°03'16" E 11.916';
 THENCE S 26°22'05" E 81.790';
 THENCE S 51°09'04" E 19.415';
 THENCE S 83°32'01" E 21.241';
 THENCE S 74°54'16" E 51.749';
 THENCE S 39°04'35" E 39.646';
 THENCE S 72°56'23" E 30.004';
 THENCE N 63°43'43" E 34.975';
 THENCE S 89°46'13" E 34.342';
 THENCE N 76°29'23" E 36.782';
 THENCE S 56°45'18" E 18.717';
 THENCE N 68°13'18" E 26.580';
 THENCE S 76°20'35" E 26.519';
 THENCE N 73°29'46" E 24.499';
 THENCE N 85°19'11" E 41.312';

THENCE S 57°32'18" E 22.587';
THENCE S 34°53'15" E 32.144';
THENCE S 02°43'42" W 31.984';
THENCE S 63°26'00" E 21.631';
THENCE S 81°27'01" E 53.456';
THENCE N 64°29'23" E 27.876';
THENCE S 38°48'49" E 19.467';
THENCE S 88°46'21" E 82.643';
THENCE S 69°17'55" E 30.792';
THENCE S 45°47'43" E 34.245';
THENCE S 70°44'39" E 10.904';
THENCE N 84°46'00" E 72.974';
THENCE S 59°01'16" E 40.095';
THENCE N 86°52'20" E 135.128';
THENCE N 44°33'10" E 40.523';
THENCE N 63°20'13" E 40.981';
THENCE N 12°16'39" E 10.650';
THENCE N 73°25'26" E 32.735';
THENCE S 73°26'46" E 38.587';
THENCE S 61°52'05" E 42.199';
THENCE S 73°58'02" E 126.998';
THENCE N 49°51'45" E 29.471';
THENCE S 84°40'14" E 43.427';
THENCE N 63°30'30" E 28.765';
THENCE N 32°36'20" E 57.433';
THENCE S 70°45'15" E 49.396';
THENCE S 89°39'06" E 38.743';
THENCE S 81°30'54" E 43.261';
THENCE S 67°58'11" E 96.784';
THENCE S 81°33'27" E 33.508';
THENCE N 65°04'03" E 30.897';
THENCE S 78°33'35" E 68.152';
THENCE N 63°10'18" E 56.245';
THENCE S 78°23'31" E 50.827';
THENCE N 84°25'54" E 57.624';
THENCE S 56°58'02" E 55.481';
THENCE S 15°39'24" E 55.764';
THENCE S 51°58'41" E 133.611';
THENCE S 14°45'54" E 35.561';
THENCE S 42°24'45" E 48.844';
THENCE S 59°40'33" E 120.581';
THENCE S 36°07'14" E 85.748';
THENCE S 11°40'25" E 28.531';
THENCE S 37°52'10" E 44.534';
THENCE S 25°42'23" E 51.523';

THENCE S 42°00'55" E 111.440';
 THENCE S 48°31'53" E 79.932';
 THENCE S 37°22'50" E 128.023';
 THENCE S 59°34'30" E 52.371';
 THENCE S 38°22'49" E 106.762';
 THENCE S 58°40'43" E 176.437';
 THENCE S 47°19'02" E 329.163';
 THENCE S 76°19'09" E 500.450';
 THENCE N 83°31'57" E 77.108';
 THENCE S 84°13'32" E 101.118';
 THENCE S 65°08'47" E 42.347'; THENCE N 82°53'04" E 63.465' TO AN IRON PIN
 WITH CAP SET, BEING A CORNER OF SAID JUSTUS AND IN THE ORIGINAL
 OUTSIDE LINE OF THE 330 ACRE TRACT (D.B. "U", PG. 459); THENCE LEAVING
 SAID JUSTUS' OTHER PARCEL AND WITH SAID ORIGINAL LINE (330AC) N
 37°43'53" E 143.571' TO A 38" HICK FOUND WITH THREE (3) HACKS & BLUE
 PAINT (B.P.) (HELD), (STATION BETWEEN TWO PAINTED HICKORIES CALLED
 FOR), BEING A CORNER OF A GEORGIA PACIFIC SURVEY (NOW DEPT. OF
 NATURAL RESOURCES, W.V); THENCE CONTINUING WITH SAID ORIGINAL
 LINE N 24°03'20" W 336.749' TO AN IRON PIN WITH CAP SET (WITS. 18" WHITE
 OAK S 58°29'22" W 10.33' FR. IPS) (SML. HICKORY & WHITE OAK CALLED FOR,
 GONE); THENCE N 21°39'56" E 291.831' TO A 40" RED OAK FOUND WITH HACKS
 & B.P. NEAR TOP OF KNOB, (SMALL RED OAK NEAR TOP OF KNOB CALLED
 FOR); THENCE N 00°52'00" W 152.742' TO A 33" RED OAK FOUND WITH B.P., 3-
 HACKS PLACED (SMALL RED OAK CALLED FOR); THENCE LEAVING THE
 SAID ORIGINAL 330 ACRE LINE AND RUNNING WITH A LINE COMMON TO
 THE SAID GEORGIA PACIFIC SURVEY (NOW DEPT. OF NATURAL RESOURCES)
 (TO MORE ACCURATELY FOLLOW THE TOP OF THE RIDGE) N 10°22'49" E
 206.051' TO A 30" BLACK OAK FOUND WITH HACKS (RE-HACKED) (15" OAK
 CALLED FOR IN G-P SURVEY); THENCE LEAVING SAID G-P SURVEY N
 41°33'22" E 114.005' TO AN IRON PIN WITH CAP SET ON NORTH EDGE OF TRAIL
 (WITS 8" HICKORY S 02°15'54" W 7.05' FROM IPS) (SML. CROOKED CH.NUT OAK
 BY 2 LG. CH.NUTS CALLED FOR, GONE) BEING A CORNER OF THE SAID
 ORIGINAL 330 ACRE TRACT; THENCE CONTINUING WITH SAID ORIGINAL
 TRACT N 76°01'57" E 255.288' TO AN IRON PIN WITH CAP SET (WITS 12" MAPLE
 N 23°34'57" E 3.81' FR IPS) (SML. CH.NUT & 4 SML. HICKORIES CALLED FOR,
 GONE); THENCE N 53°28'03" E 273.602' TO AN IRON PIN WITH CAP SET (WITS.
 24" BLK OAK S 53°57'09" W 6.00' FR IPS) (CH.NUT SPROUT @ SPUR BETWEEN
 TRACE & TRAP FORKS OF PANTHER CALLED FOR, GONE); THENCE N 16°25'48"
 W 688.864' TO A 40" CH.NUT OAK FOUND (HELD) NEAR TOP OF KNOB, 3-
 HACKS PLACED (CH.NUT OAK ON HIGH KNOB BETWEEN GUESSES FORK &
 TRAP AND GREENBRIER CALLED FOR); THENCE N 36°16'07" W 296.200' TO AN
 IRON PIN WITH CAP SET IN ROAD (SML. SASSAFRAS BY CH.NUT STUMP
 CALLED FOR, GONE); THENCE N 57°46'07" W 673.900' TO A RAIL ROAD SPIKE
 WITH PUNCH HOLE SET IN GAS WELL ROAD (SOURWOOD & MAPLE BUSH,
 WITS. CH.NUT OAK W/ 3 HACKS 15' TO RIGHT IN STATE LINE CALLED FOR,

GONE); THENCE N 69°16'07" W 505.000' TO AN IRON PIN WITH CAP SET (WITS. 4" RED OAK N 46°34'43" E 1.90' FR. IPS) (CH.NUT IN ED. OF TOP OF KNOB CALLED FOR, GONE); THENCE S 72°13'53" W 762.300' TO AN IRON PIN WITH CAP SET (WITS. 4" OAK S 58°56'08" E 5.08' FR. IPS) (RED OAK CALLED FOR, GONE); THENCE N 59°31'07" W 140.000' TO AN IRON PIN WITH CAP SET (WITS. 16" WHITE OAK N 42°24'47" E 11.30' FR. IPS) (RED OAK CALLED FOR, GONE); THENCE S 86°53'53" W 366.200' TO AN IRON PIN WITH CAP SET (WITS. 26" BLACK OAK S 40°48'58" W 6.33' FR. IPS) (CH.NUT ON KNOB CALLED FOR, GONE); THENCE N 81°16'07" W 312.000' TO AN IRON PIN WITH CAP SET IN GAP (WITS. 12" DBL. MAPLE N 09°51'56" E 8.12') (2 CH.NUTS IN GAP CALLED FOR, GONE); THENCE N 43°16'07" W 178.296' TO AN IRON PIN WITH CAP SET (WITS. 8" TWIN MAPLES (NORTH MAPLE) S 29°35'18" E 7.66' FR. IPS) (WATER OAK CALLED FOR, GONE); THENCE N 11°46'07" W 450.700' TO AN IRON PIN WITH CAP SET (WITS. 10" HICKORY S 05°51'38" W 5.22' FR IPS) (SML. CH.NUT CALLED FOR, GONE; DEED CALLS FOR LEAVING STATE LINE); THENCE N 67°16'07" W 276.023' TO AN IRON PIN WITH CAP SET TOP NORTH BANK OF ROAD (2 CH.NUT SPROUTS, ONE DEAD, CALLED FOR, GONE) BEING IN LINE OF SAID OTHER PARCEL OF CHARLES JUSTUS (D.B. 448, PG. 629); THENCE WITH SAID JUSTUS' OTHER PARCEL THE FOLLOWING THREE (3) CALLS, S 25°58'13" W 430.900' TO AN IRON PIN WITH CAP SET ON CENTERLINE OF SPUR (3 SML. CH.NUTS, ONE DEAD, ON SPUR CALLED FOR, GONE); THENCE S 50°58'13" W 173.000' TO AN IRON PIN WITH CAP SET (WITS. 32" OAK W/ KNOT NEAR BOTTOM N 13°13'56" W 9.23' FR IPS) (4 CH.NUT SPROUTS NEAR TOP OF KNOB CALLED FOR (4 SML. CH.NUTS ON N. SIDE & 50' FR. TOP OF KNOB CALLED FOR IN D.B. 47, PG. 475); THENCE S 38°28'13" W 1505.000' TO THE POINT OF BEGINNING, CONTAINING 175.168 ACRES MORE OR LESS; AND BEING THE SAME TRACT AS SHOWN ON THAT CERTAIN PLAT PREPARED BY BAILEY ENGINEERING & LAND SURVEYING, PROJECT NO. BELS22121-P106, DATED 12-10-2022 ENTITLED FOR MORE DETAILED PROPERTY INFORMATION "PLAT OF SURVEY OF TRACT 3 (INST. NO. 1400001577) CONTAINING 175.168± ACRES STANDING IN THE NAME OF CHARLES JUSTUS AS PER INSTRUMENT NO. 170000603, AND LISTED AS TAX PARCEL 2HH-041-027", said Plat to be recorded herewith and copy of which is attached hereto as "Exhibit A".

Reference to said deed and plat being here made for a more particular description of the property conveyed herein.

Grantors are owners of the following two tracts situate on Guesses Fork of Knox Creek in Buchanan County, Virginia:

Tract No. 1: All that certain tract or parcel of land situate on the Left Fork of Guesses Fork of Knox Creek in Buchanan County, Virginia, conveyed to Charles and Lydia Justus as tenants by the entirety with rights of survivorship from Billy Ray and Shirley Ann Justus, by deed dated September 15, 1995 and recorded May 8, 1996 in the aforesaid Clerk's Office in Deed Book 448, page 629. (Tax Map No. 2HH-041-025).

Tract No. 2: All that tract or parcel of land situate on the head of Guesses Fork of Knox Creek in Buchanan County, Virginia, being part of the property conveyed to Charles Justus by deed recorded in the aforesaid Clerk's Office as Instrument No. 170000603 (Tax Map No. 2HH-041-026).

Grantors further grant and convey to the Grantee, its heirs, successors and assigns, a perpetual easement across and over those tracts being referred to as Tracts Nos. 1 and 2 as described above for ingress and egress to Tract No. 3 conveyed herein. Said easement to be across the existing road, fifteen (15) feet in width and as shown more particularly on the above-referenced Plat and shall run with the land. Said easement is subject to the following conditions:

1. The road contains an existing gate that remains locked. Grantee and its successors or assigns shall leave the current or similar gate Grantors or their heirs, successors or assigns, may install on the road for as long as Grantors or their heirs, successors or assigns choose to leave a gate and it shall remain locked at all times. Grantors (heirs, successors and assigns) shall supply Grantee and heirs, successors or assigns with a key for access through the gate.

2. Grantee, its heirs, successors or assigns shall restore the road to its original or better condition, should any damage occur to the road as a result of easement use by Grantee, its heirs, successors or assigns.

Lydia Justus, non-owning spouse of the Grantor, joins in this deed for the sole purpose of consenting to this conveyance and easement and to waive any and all rights and claims the non-owning spouse may have to include the herein described property in any augmented estate pursuant to § 64.2-308.1 *et seq.*, of the Code of Virginia, 1950, as amended. Lydia Justus further joins in this deed as an owner of parcel identified by Tax Map 2HH-041-025 regarding the easement over said parcel.

Grantee expressly acknowledges acceptance of the conditions of the easement and hereby agrees to be bound as evidenced by signature on this deed. At the time any sale, transfer or conveyance occurs which results in any kind of change in ownership of any parcel or any portion thereof, any grantee, transferee, successor or assignee of an Owner shall take such ownership interest together with and subject to and shall be bound by the covenants, provisions, conditions and easements contained in this Easement Agreement

There is excepted and reserved from this conveyance all prior exceptions, restrictions, easements, and reservations contained in any document which constitutes a muniment of title to the property conveyed herein and such matters as would be visible on inspection.

WITNESS the following signatures and seals:

Charles Justus (SEAL)

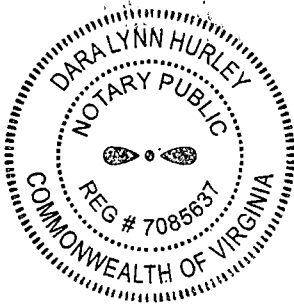
CHARLES JUSTUS

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

The foregoing Deed was this day signed, sworn and acknowledged before me
by Charles Justus

Given under my hand this 12th day of ~~March~~^{April}, 2023.

My commission expires: 12/31/2024.



Daralynn Hurley
NOTARY PUBLIC
Daralynn Hurley

Lydia Justus (SEAL)
LYDIA JUSTUS



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

The foregoing Deed was this day signed, sworn and acknowledged before me
by Lydia Justus

Given under my hand this 12 day of April, 2023.

My commission expires: November 30, 2025.

Crystal McCoy
NOTARY PUBLIC
Crystal McCoy

230000454

HARRIS LAND AND TIMEBER COMPANY, DBA
COUNTRY LAND BUYERS, A VIRIGNIA LIMITED
LIABILITY COMPANY

By: [Signature] (SEAL _____)

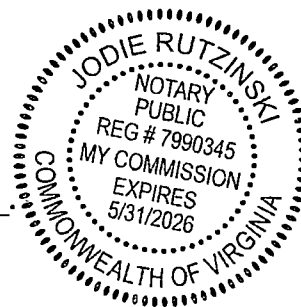
LUKE HARRIS, MANAGER/MEMBER

STATE OF Virginia
COUNTY OF Floyd, to-wit:

The foregoing was this day signed, sworn and acknowledged before me by
Luke Harris, on behalf of Harris Land and Timber Company, DBA Country Land
Buyers, a Virginia Limited Liability Company, as its Manager/Member.

Given under my hand this 10th day of April, 2023.

My commission expires: 5/31/2026



[Signature]
NOTARY PUBLIC
Jodie Rutzinski

DEED OF TRUST

This document prepared by:
George E. Chamberlain, Esq.
VA Bar No. 98718
8940 Main Street
Clarence, NY 14031
866-333-3081

240000435

AFTER RECORDING RETURN TO:
Closeline Settlements
702 King Farm Boulevard
Rockville, MD 20850
File No. 80407VAF-HQ

_____[Space Above This Line For Recording Data]_____

DEED OF TRUST

The following information, as further defined below, is provided in accordance with Virginia law:

This Deed of Trust is given by **PAUL MARTIN MARRON and KAREN NANCY MARRON, husband and wife**, as Borrower (trustor), to **First American TR Services of Virginia, LLC**, as Trustee, for the benefit of **Private Lending, LLC**, as beneficiary.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) “**Borrower**” is **PAUL MARTIN MARRON and KAREN NANCY MARRON, husband and wife**, currently residing at 2850 Citrus Lake Drive, Unit 204, Naples, FL 34109. Borrower is the trustor under this Security Instrument.

(B) “**Lender**” is **Private Lending, LLC**. Lender is a limited liability company organized and existing under the laws of Virginia. Lender’s address is 647 Woods Gap Road SE, Floyd, VA 24091. Lender is the beneficiary under this Security Instrument. The term “Lender” includes any successors and assigns of Lender.

(C) “**Trustee**” is **First American TR Services of Virginia, LLC**. Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-organized corporation or other permissible entity. Trustee’s address is 14308 Sommerville Court, Midlothian, VA 23113. The term “Trustee” includes any substitute/successor Trustee.

Documents

(D) **"Note"** means the promissory note dated April 30, 2024, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender One Hundred Twenty-Four Thousand and 00/100 Dollars (U.S. \$124,000.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than June 1, 2029 ~~2029~~ 2030 ~~2030~~ 2031.

(E) **"Riders"** means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Other(s) [specify] _____ |
| ☐ 1-4 Family Rider | ☐ Planned Unit Development Rider | |
| ☐ Second Home Rider | | |

(F) **"Security Instrument"** means this document, which is dated April 30, 2024, together with all Riders to this document.

Additional Definitions

(G) **"Applicable Law"** means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(H) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.

(I) **"Default"** means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(J) **"Electronic Fund Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(K) **"Electronic Signature"** means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) **"E-SIGN"** means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) **"Escrow Items"** means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

(N) **"Loan"** means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(O) **"Loan Servicer"** means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(P) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(Q) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(R) **"Partial Payment"** means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(S) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.

(T) **"Property"** means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(U) **"Rents"** means all amounts received by or due Borrower in connection with the lease, use and/or occupancy of the Property by a party other than Borrower.

(V) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(W) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(X) **"UETA"** means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

240000435

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Buchanan:
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE BUCHANAN COUNTY, STATE OF VIRGINIA, TO WIT:

ALL IMPROVEMENTS AND APPURTENANCES THEREUNTO BELONGING, IN AND TO THAT CERTAIN TRACT OR PARCEL OF LAND, CONTAINING 175.168 ACRES, MORE OR LESS, SITUATE ON THE HEAD OF GUESSES FORK OF KNOX CREEK IN BUCHANAN COUNTY, VIRGINIA BEING REFERRED TO AND KNOWN AS TRACT NO. 3 AND BEING IN ALL RESPECTS ONE OF THE THREE TRACTS OR PARCELS OF LAND ACQUIRED BY CHARLES JUSTUS FROM BILLY RAY JUSTUS AND SHIRLEY JUSTUS BY DEED DATED MARCH, 2017, AND RECORDED MARCH 30, 2017, IN THE OFFICE OF THE CIRCUIT COURT CLERK'S OFFICE IN BUCHANAN COUNTY, VIRGINIA AS INSTRUMENT NUMBER 170000603, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN WITH CAP SET AT SOUTH BASE OF 8" TREE (WIT 8" WHITE OAK S 36 DEGREES 21'14" W 3.42' FR. IPS) (WHITE OAK ON E. SIDE OF GUESSES FORK, REF. 130' FR. MOUTH OF DAVIS BRANCH, CALLED FOR, GONE), BEING A COMMON CORNER BETWEEN TWO OTHER PARCELS OF CHARLES JUSTUS (D.B. 448, PG. 629 & INST. NO. 170000603 (TR. 2 IN INST. NO. 140001577)); THENCE LEAVING ONE OF SAID JUSTUS PARCELS (D.B. 448, PG. 629) AND WITH THE OTHER (INST. NO. 170000603) S 04 DEGREES 10'13" W 82.965' PASSING AN IRON PIN WITH CAP SET ONLINE AT 61.926' TO A POINT IN THE CENTERLINE OF LEFT FORK GUESSES FORK, BEING A CORNER TO ANOTHER PARCEL OF CHARLES JUSTUS (D.B. 294, PG. 156); THENCE LEAVING ONE PARCEL OF SAID JUSTUS AND WITH THE OTHER (D.B. 294, PG. 156) AND UP AND

WITH THE MEANDERS OF THE CENTERLINE OF SAID LEFT FORK THE
FOLLOWING EIGHTY ONE (81) CALLS: S 70 DEGREES 02'21" E 53.658';

THENCE S 13 DEGREES 22'05" E 25.598';
 THENCE S 80 DEGREES 01'00" E 24.645';
 THENCE S 17 DEGREES 31'55" E 31.674';
 THENCE S 69 DEGREES 08'43" E 102.036';
 THENCE S 85 DEGREES 36'41" E 38.399';
 THENCE N 44 DEGREES 29'25" E 18.458';
 THENCE N 29 DEGREES 25'57" E 15.147';
 THENCE N 74 DEGREES 03'32" E 16.215';
 THENCE S 43 DEGREES 03'16" E 11.916';
 THENCE S 26 DEGREES 22'05" E 81.790';
 THENCE S 51 DEGREES 09'04" E 19.415';
 THENCE S 83 DEGREES 32'01" E 21.241';
 THENCE S 74 DEGREES 54'16" E 51.749';
 THENCE S 39 DEGREES 04'35" E 39.646';
 THENCE S 72 DEGREES 56'23" E 30.004';
 THENCE N 63 DEGREES 43'43" E 34.975';
 THENCE S 89 DEGREES 46'13" E 34.342';
 THENCE N 76 DEGREES 29'23" E 36.782';
 THENCE S 56 DEGREES 45'18" E 18.717';
 THENCE N 68 DEGREES 13'18" E 26.580';
 THENCE S 76 DEGREES 20'35" E 26.519';
 THENCE N 73 DEGREES 29'46" E 24.499';
 THENCE N 85 DEGREES 19'11" E 41.312';
 THENCE S 57 DEGREES 32'18" E 22.587';
 THENCE S 34 DEGREES 53'15" E 32.144';
 THENCE S 02 DEGREES 43'42" W 31.984';
 THENCE S 63 DEGREES 26'00" E 21.631';
 THENCE S 81 DEGREES 27'01" E 53.456';
 THENCE N 64 DEGREES 29'23" E 27.876';
 THENCE S 38 DEGREES 48'49" E 19.467';
 THENCE S 88 DEGREES 46'21" E 82.643';
 THENCE S 69 DEGREES 17'55" E 30.792';
 THENCE S 45 DEGREES 47'43" E 34.245';
 THENCE S 70 DEGREES 44'39" E 10.904';
 THENCE N 84 DEGREES 46'00" E 72.974';
 THENCE S 59 DEGREES 01'16" E 40.095';
 THENCE N 86 DEGREES 52'20" E 135.128';
 THENCE N 44 DEGREES 33'10" E 40.523';
 THENCE N 63 DEGREES 20'13" E 40.981';
 THENCE N 12 DEGREES 16'39" E 10.650';
 THENCE N 73 DEGREES 25'26" E 32.735';
 THENCE S 73 DEGREES 26'46" E 38.587';
 THENCE S 61 DEGREES 52'05" E 42.199';

THENCE S 73 DEGREES 58'02" E 126.998';
 THENCE N 49 DEGREES 51'45" E 29.471';
 THENCE S 84 DEGREES 40'14" E 43.427';
 THENCE N 63 DEGREES 30'30" E 28.765';
 THENCE N 32 DEGREES 36'20" E 57.433';
 THENCE S 70 DEGREES 45'15" E 49.396';
 THENCE S 89 DEGREES 39'06" E 38.743';
 THENCE S 81 DEGREES 30'54" E 43.261';
 THENCE S 67 DEGREES 58'11" E 96.784';
 THENCE S 81 DEGREES 33'27" E 33.508';
 THENCE N 65 DEGREES 04'03" E 30.897';
 THENCE S 78 DEGREES 33'35" E 68.152';
 THENCE N 63 DEGREES 10'18" E 56.245';
 THENCE S 78 DEGREES 23'31" E 50.827';
 THENCE N 84 DEGREES 25'54" E 57.624';
 THENCE S 56 DEGREES 58'02" E 55.481';
 THENCE S 15 DEGREES 39'24" E 55.764';
 THENCE S 51 DEGREES 58'41" E 133.611';
 THENCE S 14 DEGREES 45'54" E 35.561';
 THENCE S 42 DEGREES 24'45" E 48.844';
 THENCE S 59 DEGREES 40'33" E 120.581';
 THENCE S 36 DEGREES 07'14" E 85.748';
 THENCE S 11 DEGREES 40'25" E 28.531';
 THENCE S 37 DEGREES 52'10" E 44.534';
 THENCE S 25 DEGREES 42'23" E 51.523';
 THENCE S 42 DEGREES 00'55" E 111.440';
 THENCE S 48 DEGREES 31'53" E 79.932';
 THENCE S 37 DEGREES 22'50" E 128.023';
 THENCE S 59 DEGREES 34'30" E 52.371';
 THENCE S 38 DEGREES 22'49" E 106.762';
 THENCE S 58 DEGREES 40'43" E 176.437';
 THENCE S 47 DEGREES 19'02" E 329.163';
 THENCE S 76 DEGREES 19'09" E 500.450';
 THENCE N 83 DEGREES 31'57" E 77.108';
 THENCE S 84 DEGREES 13'32" E 101.118';
 THENCE S 65 DEGREES 08'47" E 42.347'; THENCE N 82 DEGREES 53'04" E 63.465'
 TO AN IRON PIN WITH CAP SET, BEING A CORNER OF SAID JUSTUS AND IN THE
 ORIGINAL OUTSIDE LINE OF THE 330 ACRE TRACT (D.B. "U", PG. 459); THENCE
 LEAVING SAID JUSTUS' OTHER PARCEL AND WITH SAID ORIGINAL LINE
 (330AC) N 37 DEGREES 43'53" E 143.571' TO A 38" HICK FOUND WITH THREE (3)
 HACKS & BLUE PAINT (B.P.) (HELD), (STATION BETWEEN TWO PAINTED
 HICKORIES CALLED FOR), BEING A CORNER OF A GEORGIA PACIFIC SURVEY
 (NOW DEPT. OF NATURAL RESOURCES, W.V); THENCE CONTINUING WITH
 SAID ORIGINAL LINE N 24 DEGREES 03'20" W 336.749' TO AN IRON PIN WITH
 CAP SET (WITS. 18" WHITE OAK S 58 DEGREES 29'22" W 10.33' FR. IPS) (SML.

HICKORY & WHITE OAK CALLED FOR, GONE); THENCE N 21 DEGREES 39'56" E 291.831' TO A 40" RED OAK FOUND WITH HACKS & B.P. NEAR TOP OF KNOB, (SMALL RED OAK NEAR TOP OF KNOB CALLED FOR); THENCE N 00 DEGREES 52'00" W 152.742' TO A 33" RED OAK FOUND WITH B.P., 3-1-LACKS PLACED (SMALL RED OAK CALLED FOR); THENCE LEAVING THE SAID ORIGINAL 330 ACRE LINE AND RUNNING WITH A LINE COMMON TO THE SAID GEORGIA PACIFIC SURVEY (NOW DEPT. OF NATURAL RESOURCES) (TO MORE ACCURATELY FOLLOW THE TOP OF THE RIDGE) N 10 DEGREES 22'49" E 206.051' TO A 30" BLACK OAK FOUND WITH HACKS (RE-HACKED) (15" OAK CALLED FOR IN G-P SURVEY); THENCE LEAVING SAID G-P SURVEY N 41 DEGREES 33'22" E 114.005' TO AN IRON PIN WITH CAP SET ON NORTH EDGE OF TRAIL (WITS 8" HICKORY S 02 DEGREES 15'54" W 7.05' FROM IPS) (SML. CROOKED CH.NUTS OAK BY 2 LG. CH.NUTS CALLED FOR, GONE) BEING A CORNER OF THE SAID ORIGINAL 330 ACRE TRACT; THENCE CONTINUING WITH SAID ORIGINAL TRACT N 76 DEGREES 01'57" E 255.288' TO AN IRON PIN WITH CAP SET (WITS 12" MAPLE N 23 DEGREES 34'57" 133.81' FR IPS) (SML. CH.NUT & 4 SML. HICKORIES CALLED FOR, GONE); THENCE N 53 DEGREES 28'03" E 273.602' TO AN IRON PIN WITH CAP SET (WITS. 24" BLK OAK S 53 DEGREES 57'09" W 6.00' FR IPS) (CH.NUT SPROUT @ SPUR BETWEEN TRACE & TRAP FORKS OF PANTHER CALLED FOR, GONE); THENCE N 16 DEGREES 25'48" W 688.864' TO A 40" CH.NUT OAK FOUND (HELD) NEAR TOP OF KNOB, 3-HACKS PLACED (CH.NUT OAK ON HIGH KNOB BETWEEN GUESSES FORK & TRAP AND GREENBRIER CALLED FOR); THENCE N 36 DEGREES 16'07" W 296.200' TO AN IRON PIN WITH CAP SET IN ROAD (SML. SASSAFRAS BY CH.NUT STUMP CALLED FOR, GONE); THENCE N 57 DEGREES 46'07" W 673.900' TO A RAIL ROAD SPIKE WITH PUNCH HOLE SET IN GAS WELL ROAD (SOURWOOD & MAPLE BUSH, WITS. CH.NUT OAK W/ 3 HACKS 15' TO RIGHT IN STATE LINE CALLED FOR, GONE); THENCE N 69 DEGREES 16'07" W 505.000' TO AN IRON PIN WITH CAP SET (WITS. 4" RED OAK N 46 DEGREES 34'43" E 1.90' FR. IPS) (CH.NUT IN ED. OF TOP OF KNOB CALLED FOR, GONE); THENCE S 72 DEGREES 13'53" W 762.300' TO AN IRON PIN WITH CAP SET (WITS. 4" OAK S 58 DEGREES 56'08" E 5.08' FR. IPS) (RED OAK CALLED FOR, GONE); THENCE N 59 DEGREES 31'07" W 140.000' TO AN IRON PIN WITH CAP SET (WITS. 16" WHITE OAK N 42 DEGREES 24'47" E 11.30' FR. IPS) (RED OAK CALLED FOR, GONE); THENCE S 86 DEGREES 53'53" W 366.200' TO AN IRON PIN WITH CAP SET (WITS. 26" BLACK OAK S 40 DEGREES 48'58" W 6.33' FR. IPS) (CH.NUT ON KNOB CALLED FOR, GONE); THENCE N 81 DEGREES 16'07" W 312.000' TO AN IRON PIN WITH CAP SET IN GAP (WITS. 12" DBL. MAPLE N 09 DEGREES 51'56" E 8.12') (2 CH.NUTS IN GAP CALLED FOR, GONE); THENCE N 43 DEGREES 16'07" W 178.296' TO AN IRON PIN WITH CAP SET (WITS. 8" TWIN MAPLES (NORTH MAPLE) S 29 DEGREES 35'18" E 7.66' FR. IPS) (WATER OAK CALLED FOR, GONE.); THENCE N 11 DEGREES 46'07" W 450.700' TO AN IRON PIN WITH CAP SET (WITS. 10" HICKORY S 05 DEGREES 51'38" W 5.22' FR IPS) (SML. CH.NUT CALLED FOR, GONE; DEED CALLS FOR LEAVING STATE LINE); THENCE N 67 DEGREES 16'07" W 276.023' TO AN IRON PIN WITH CAP SET TOP NORTH BANK OF ROAD (2 CH.-NUT SPROUTS, ONE DEAD, CALLED FOR, GONE) BEING IN LINE OF SAID OTHER

PARCEL OF CHARLES JUSTUS (D.B. 448, PG. 629); THENCE WITH SAID JUSTUS' OTHER PARCEL THE FOLLOWING THREE (3) CALLS, S 25 DEGREES 58'13" W 430.900' TO AN IRON PIN WITH CAP SET ON CENTERLINE OF SPUR (3 SML. CH.NUTS, ONE DEAD, ON SPUR CALLED FOR, GONE); THENCE S 50 DEGREES 58'13" W 173.000' TO AN IRON PIN WITH CAP SET (WITS. 32" OAK W/ KNOT NEAR BOTTOM N 13 DEGREES 13'56" W 9.23' FR IPS) (4 CH.NUT SPROUTS NEAR TOP OF KNOB CALLED FOR (4 SML. CH.NUTS ON N. SIDE & 50' FR. TOP OF KNOB CALLED FOR IN D.B. 47, PG. 475); THENCE S 38 DEGREES 28'13" W 1505.000' TO THE POINT OF BEGINNING, CONTAINING 175.168 ACRES MORE OR LESS; AND BEING THE SAME TRACT AS SHOWN ON THAT CERTAIN PLAT PREPARED BY BAILEY ENGINEERING & LAND SURVEYING, PROJECT NO. BELS22121-P106, DATED 12-10-2022 ENTITLED FOR MORE DETAILED PROPERTY INFORMATION "PLAT OF SURVEY OF TRACT 3 (INST. NO. 1400001577) CONTAINING 175.168 MORE OR LESS ACRES STANDING IN THE NAME OF CHARLES JUSTUS AS PER INSTRUMENT NO. 170000603, AND LISTED AS TAX PARCEL 21-1H-041-027", SAID PLAT TO BE RECORDED HERewith AND COPY OF WHICH IS ATTACHED HERETO AS "EXHIBIT A".

TOGETHER WITH THE PERPETUAL EASEMENT FOR INGRESS AND EGRESS ACROSS AN EXISTING FIFTEEN (15) FOOT WIDE ROAD OVER THOSE TRACTS BEING REFERRED TO AS TRACT NOS. 1 (TAX MAP NO. 2HH-041-025) AND 2 (TAX MAP NO. 2HH-041-026), SAID PERPETUAL EASEMENT TO RUN WITH THE LAND, AS SET FORTH IN DEED FROM CHARLES JUSTUS AND LYDIA JUSTUS, HIS WIFE, DATED 4-10-2023, RECORDED 4-17-2023, AS INSTRUMENT NO. 230000454.

SUBJECT TO COVENANTS, PROVISIONS, AND CONDITIONS PERTAINING TO SAID PERPETUAL EASEMENT, AS SET FORTH IN DEED FROM CHARLES JUSTUS AND LYDIA JUSTUS, HIS WIFE, DATED 4-10-2023, RECORDED 4-17-2023, AS INSTRUMENT NO. 230000454, NAMELY:

1. THE ROAD CONTAINS AN EXISTING GATE THAT REMAINS LOCKED. GRANTEE AND ITS SUCCESSORS OR ASSIGNS SHALL LEAVE THE CURRENT OR SIMILAR GATE GRANTORS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS, MAY INSTALL ON THE ROAD FOR AS LONG AS GRANTORS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS CHOOSE TO LEAVE A GATE AND IT SHALL REMAIN LOCKED AT ALL TIMES. GRANTORS OR THEIR HEIRS, SUCCESSORS OR ASSIGNS SHALL SUPPLY GRANTEE AND HEIRS, SUCCESSORS OR ASSIGNS WITH A KEY FOR ACCESS THROUGH THE GATE.

2. GRANTEE, ITS HEIRS, SUCCESSORS OR ASSIGNS SHALL RESTORE THE ROAD TO ITS ORIGINAL OR BETTER CONDITION, SHOULD ANY DAMAGE OCCUR TO THE ROAD AS A RESULT OF EASEMENT USE BY GRANTEE, ITS HEIRS, SUCCESSORS OR ASSIGNS.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish

to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien

in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from

pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

(c) Additional Amounts Secured. Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable

Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

(d) Settlement of Claims. Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

(d) Savings Clause. If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Virginia. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender or Trustee will give to Borrower, the owner of the Property, and all other persons, notice of sale, as required by Applicable Law. Trustee will give public notice of sale by advertising, in accordance with Applicable Law, once a week for two successive weeks in a newspaper having general circulation in the county or city in which any part of the Property is located, and by such additional or any different form of advertisement the Trustee deems advisable. Trustee may sell the Property on the eighth day after the first advertisement or any day thereafter, but not later than 30 days following the last advertisement. Trustee, without further demand on Borrower, will sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by advertising in accordance with Applicable Law. Lender or its designee may purchase the Property at any sale.

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a Trustee's deed conveying the Property with special warranty of title. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to discharge the expenses of executing the trust, including a reasonable commission to Trustee; (ii) to discharge all taxes, levies, and assessment, with costs and interest if these costs have priority over the lien of this Security Instrument, including the pro rata amount thereof due for the current year; (iii) to discharge in the order of their priority, if any, the remaining debts and obligations secured by this Security Instrument, and any liens of record inferior to this Security Instrument under which sale is made, with lawful interest; and; (iv) the residue of the proceeds will be paid to Borrower or Borrower's assigns. Trustee will not be required to take possession of the Property prior to the sale or to deliver possession of the Property to the purchaser at the sale.

27. Release. Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to release this Security Instrument and will surrender the Note evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will release this Security Instrument. Borrower will pay any recordation costs associated with such release. Lender may charge Borrower a fee for releasing this Security Instrument only if the fee is paid to a third party for services rendered and is permitted under Applicable Law.

28. Substitute Trustee. Lender may, from time to time, by itself or through the Loan Servicer, remove Trustee and appoint a successor trustee to any Trustee appointed under this Security Instrument. Without conveyance of the Property, the successor trustee will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

240000435

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.

Witnesses:

Paul Martin Marron (Seal)
PAUL MARTIN MARRON - Borrower

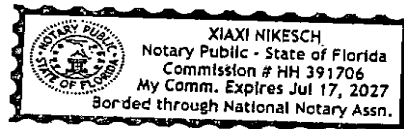
Karen Nancy Marron (Seal)
KAREN NANCY MARRON - Borrower

_____ [Space Below This Line For Acknowledgment] _____

STATE OF Florida
COUNTY/CITY OF Collier

The foregoing instrument was acknowledged before me this 30 day of April,
2024, by PAUL MARTIN MARRON and KAREN NANCY MARRON.
They produced FL Driver's License as ID

XiaXi Nikesch
Notary Public XiaXi Nikesch
Notary Registration #: _____
My commission expires: 07/17/2027



By means of ☒ physical presence
or ☐ online notarization

INSTRUMENT 240000435
RECORDED IN THE CLERK'S OFFICE OF
BUCHANAN COUNTY CIRCUIT COURT ON
MAY 6, 2024 AT 01:33 PM
BEVERLY S. TILLER, CLERK
RECORDED BY: GGB