



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 – _HCNT Properties LLC

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

AUCTION DATE – Wednesday, October 26th, 2022 @ 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension. See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

1. Portion of Tax ID #55A2-1-S-9; Portion of Parcel ID #5869; Consisting of +/- 0.376 acres and improvements; Deed Book 2017, Page 187

More Commonly Known As: –811 E. Main St., Floyd, VA 24091

2. Portion of Tax ID #55A2-1-S-9; Portion of Parcel ID #5869; Consisting of +/- 0.374 acres and improvements; Deed Book 2017, Page 187

More Commonly Known As: –TBD Willis Ave, Floyd, VA 24091

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, October 26th, 2022, at 4:00 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 **Heather Gallimore at (540) 745-2005 or by email at brlanda@swva.net**. 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) **Cash Offer/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. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$10,000** non-refundable deposit, **PER OFFERING** 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 12th, 2022**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208



Auction Services

Aerial





Neighborhood





Location



NOTES:

1. THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
3. SUBJECT PROPERTY AS SHOWN IS ALL OF FLOYD COUNTY TAX SECTION 5542-1-S, PARCEL 8.
4. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A FLOOD DESIGNATED FLOOD HAZARD ZONE. THE FLOOD INSURANCE RATE MAP FOR THE FLOOD INSURANCE RATE ZONE X DATED 4-16-2009 AND HAS NOT BEEN FIELD VERIFIED.
5. SUBJECT PROPERTY AS SHOWN HAS ACCESS TO PUBLIC WATER AND SEWER.
6. 35' MINIMUM BUILDING SETBACK FROM RIGHT-OF-WAY OF U. S. ROUTE #221 AND WILLIS AVENUE SE.

CERTIFICATE OF APPROVAL:

THIS PLAT IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH THE EXISTING ORDINANCES AND REGULATIONS OF THE COUNTY OF FLOYD AND MAY BE ADMITTED TO RECORD.

AGENT, FLOYD COUNTY BOARD OF SUPERVISORS,	DATE
FLOYD COUNTY PUBLIC SERVICE AUTHORITY,	DATE
FLOYD COUNTY E-911 COORDINATOR,	DATE
VIRGINIA, IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY,	2022 AT _____ M. THIS MAP RECEIVED IN OFFICE AND ADMITTED TO RECORD.
TESTEE:	

VDOT STATEMENT:

THE STREETS IN THIS SUBDIVISION DO NOT MEET THE DESIGN STANDARDS AND/OR INCLUSIONS OF THE SYSTEM OF STATE HIGHWAYS AND/OR LOCAL ROADS MAINTAINED BY THE DEPARTMENT OF TRANSPORTATION OR THE COUNTY. APPROVING THE SUBDIVISION AND ARE NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CONFORMED TO ALL APPLICABLE ORDINANCES AND REGULATIONS, REGARDING THE PLATTING OF SUBDIVISIONS, WITHIN THE COUNTY OF FLOYD, VIRGINIA.

GIVEN UNDER MY HAND THIS _____ DAY OF _____ 2022

L.J. QUESENBERRY, L.S. #1270

NOTARY'S STATEMENT:

STATE OF _____ TO WIT:

A NOTARY PUBLIC OF AND FOR THE FOREGOING DOCUMENT BY EXECUTING THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER'S STATEMENT:

THIS IS TO CERTIFY THAT THE SUBDIVIDED PROPERTY AS SHOWN HEREON HAS BEEN SUBDIVIDED IN STRICT ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS THEREOF, AND PARTIES IN INTEREST, IN COMPLIANCE WITH THE VIRGINIA CODE OF 1980, AS AMENDED TO DATE.

HUNT PROPERTIES, LLC,

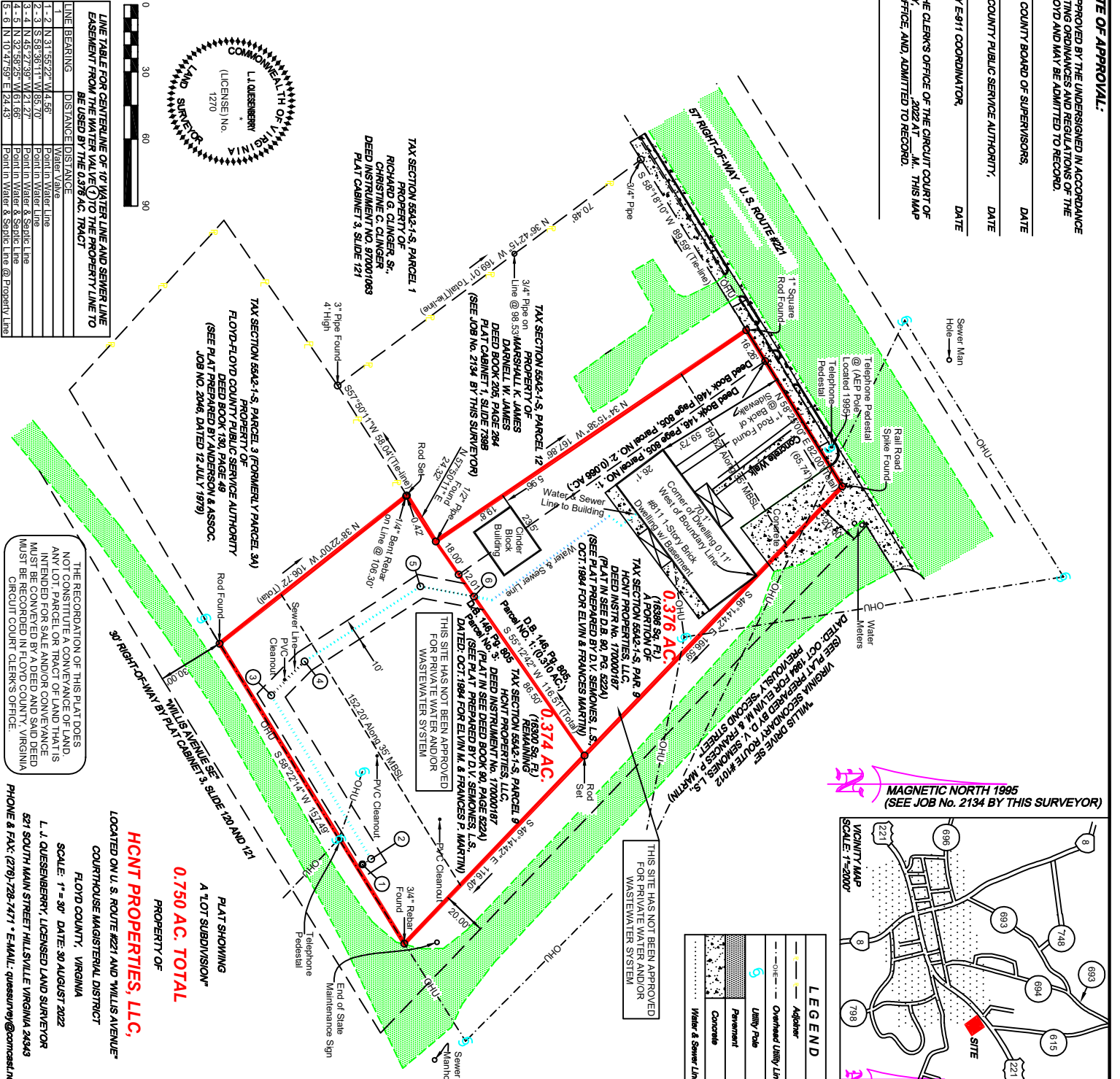
DATE

SOURCE OF TITLE:

PLAT SHOWING 0.750 AC. TOTAL, IS ALL OF THAT PROPERTY ACQUIRED BY HUNT PROPERTIES, LLC, AS DESCRIBED IN DEED INSTRUMENT NO. 17000187 ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO DEED IS THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND.

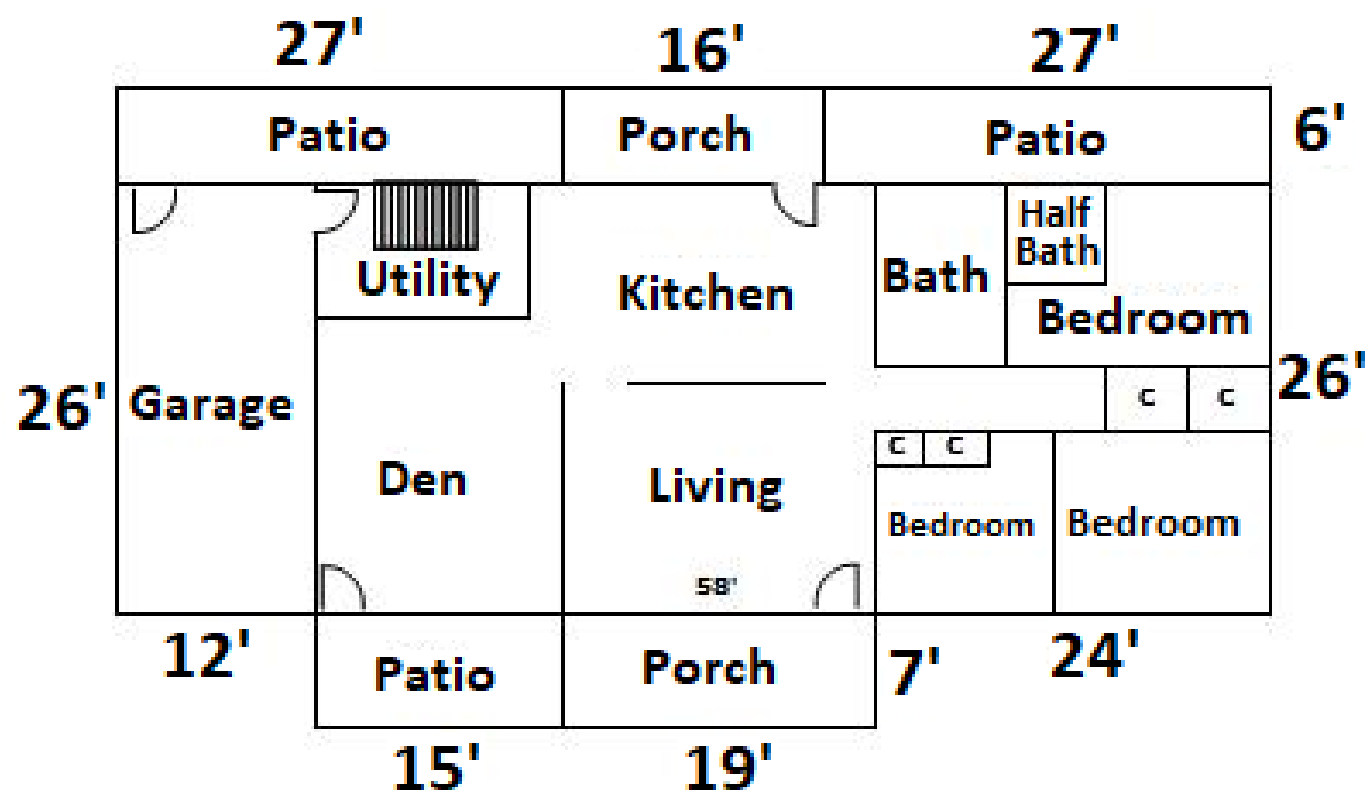
L.J. QUESENBERRY, L.S. #1270

DATE





General Floorplan 811 East Main St. Floyd VA 24091



Ground Level = 1,508 Sq. Ft.

3 Bedroom, 1 Bath, 1 Half Bath

Full Unfinished Basement w/ Bath

PROPERTY

Parcel Information

Parcel Record Number (PRN)**5869**Town/District**COURT HOUSE**

Account Name**HCNT PROPERTIES LLC**

Account Name 2

Care Of

Address1**P O BOX 184**

Address2

City, State Zip**FLOYD, VA 24091**

Business Name

Location Address(es)

811 E MAIN ST

VA

OFF RT 221

VA

Map Number

Map InsertDouble CircleBlockParcel Number

055A21S9

Total Acres**0.75**

Deed**DBS-17-0000187**

Will**WILL-14-0000008**

Plat**NONE**

Route221

Legal Desc 1NEAR TOWN OF FLOYD LOTS 9,10,11 COMBINED

Legal Desc 2

Zoning

State ClassSFR SUBURBAN

Topology

UtilitiesNONE

Assessed Values

Type	Current Value (2023)	Previous Value (2022)
Land	\$80,000	\$80,000
Main Structures	\$90,600	\$90,600
Other Structures	\$3,000	\$3,000
TOTALS	\$173,600	\$173,600

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
MARTIN FRANCES P ESTATE	\$176,000	DEED BARGAIN SALE-17-0000187	1	01/30/2017
MARTIN FRANCES P		WILL-14-0000008	1	01/15/2014
MARTIN ELVIN M OR FRANCES P		AFFIDAVIT-10-0000044	1	04/01/2010

Land Segments

Seg	Description	Size	AdjRate	Value
1	SITE VAL ND	.38	\$0	\$40,000
2	HOMESITE WD	.37	\$0	\$40,000

Main Structures

Main Structure 1	Rooms	6	Deprec Schedule	DEPR BY ADJUSTMENT
	Bedrooms	3	Heated Sq Ft	1,508
	Cost/Heated SqFt	\$17.75	Constr Style	RANCH
Main Structure Photo			Main Structure Sketch	
No Image Available			PCW 182.0 sf 27.0' 6.0' OPR 96.0 sf 16.0' PCW 182.0 sf 27.0' 6.0' GBA 312.0 sf 26.0' 12.0' BVA 1508.0 sf 26.0' PBR 106.0 sf 15.0' 7.0' OPR 133.0 sf 19.0' 7.0' 24.0' 58.0' 27.0'	

Main Structure Attributes

Type	Code	# Of	Base Rate	Value
AIR COND	NO AIRCOND	1,508	\$0	\$0
ARCH STYLE	RANCH	1,508	\$0	\$0
BATHROOMS	FULL BATHS	2	\$3,300	\$6,600
BATHROOMS	HALF BATHS	1	\$2,200	\$2,200
BUILDING TYPE	SFR	1,508	\$0	\$0
CONDITION	FAIR	1,508	\$0	\$0
EXT FINISH	BRICK	1,508	\$4	\$6,131
EXT FINISH 2	-	1,508	\$0	\$0
FIREPLACES	2ND FP BR	1	\$1,100	\$1,100
FIREPLACES	FP INOP	1	\$1,650	\$1,650
FOUNDATION	CINDER BLK	1,508	\$0	\$0
FRAME	WOOD	1,508	\$0	\$0
HEAT	CENTRAL	1,508	\$0	\$0
ROOF MATERIAL	COMP SHG	1,508	\$0	\$0
STORIES	STORIES	1	\$0	\$0
SWL	SWL PUBLIC	1	\$11,000	\$11,000

Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
1-0	100	BVA	BRICK VENEER ONE STORY	C+10	1,508	1.00	0.00	\$127,711	1958	1958	\$51,084
2-0	100	GBA	GARAGE, BRICK SINGLE CAR	C+10	312	1.00	0.00	\$10,982	1958	1958	\$4,393
3-0	100	BUG	BASEMENT UNDERGROUND	C+10	1,118	1.00	0.00	\$15,987	1958	1958	\$6,395
4-0	100	BFA	BASEMENT FINISH (AVERAGE	C+10	1,508	1.00	0.00	\$33,176	1958	1958	\$13,270
5-0	100	OPR	OPEN PORCH (RAISED)	C+10	133	1.00	0.00	\$3,219	1958	1958	\$1,287
6-0	100	PBR	PATIO (BRICK OR STONE)	C+10	105	1.00	0.00	\$1,155	1958	1958	\$462
7-0	100	PCW	PATIO CONC-- WALLED OR RAI	C+10	162	1.00	0.00	\$1,604	1958	1958	\$642
8-0	100	PCW	PATIO CONC-- WALLED OR RAI	C+10	162	1.00	0.00	\$1,604	1958	1958	\$642
9-0	100	OPR	OPEN PORCH (RAISED)	C+10	96	1.00	0.00	\$2,323	1958	1958	\$929

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	CB GARAGE	CB GARAGE	SOUND VALUE	480	\$0.00	MANUAL	1.00	0	\$0
2	MH SWL	MH SWL	NO GRADE	3	\$1,000.00	MANUAL	1.00	2000	\$3,000

170000187

Consideration: \$176,000.00

Current Tax Assessed Value: \$215,500.00

Tax Map Reference Number: 55A2-1-S-9

Title Insurance:

Prepared by: Dale Profitt (VSB#16254), an attorney licensed to practice in Virginia

Grantees' Address: HCNT Properties, LLC

2964 Floyd Highway, S, Floyd, VA 24091

FRANCES NORMA JEAN M. CONNER

CYNTHIA M. WEAVER

PAUL J. MARTIN

GLENWOOD J. MARTIN

TO: DEED

HCNT PROPERTIES, LLC

a Virginia limited liability company

THIS DEED made and entered into this 9th day of January, 2017, by and

between FRANCES NORMA JEAN M. CONNER, CYNTHIA M. WEAVER, PAUL J.

MARTIN, and GLENWOOD J. MARTIN, parties of the first part hereinafter styled Grantors,

and HCNT PROPERTIES, LLC, a Virginia limited liability company, party of the second part hereinafter styled Grantee;

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid by the said Grantee to the said Grantors, the receipt for all of which is hereby acknowledged, said Grantors do hereby bargain, sell, grant, and convey unto the said Grantee, with GENERAL WARRANTY and with ENGLISH Covenants of Title, the following described real estate:

ALL THAT certain tract or parcel of real estate with all improvements thereon and appurtenances and rights of way

PG 0008 JAN 30 17

DALE PROFFIT, ATTORNEY, P.C.
815 E. MAIN STREET, P.O. BOX 436
FLOYD, VIRGINIA 24091
(540) 250-2494

Delivered to:
James W. Shortt
1-31-17

DALE PROFFITT, ATTORNEY, P.C.
815 E. MAIN STREET, P.O. BOX 436
FLOYD, VIRGINIA 24091
(540) 250-2494

PG0009 JAN 30 12

thereunto belonging, situate and being near the town of Floyd in the Courthouse Magisterial District of Floyd County, Virginia, fronting on U.S. Route 221 (E. Main Street) containing in the aggregate 0.7507 acres, more or less; and

BEING the same property that was conveyed to Elvin M. Martin and Frances P. Martin, husband and wife as tenants by the entirety with the right of survivorship, by the following deeds:

Deed of Correction dated October 29, 1984 from Bonnie S. Moore, widow, said deed being of record in the Office of the Clerk of the Circuit Court of Floyd County, Virginia in Deed Book 147 at page 104. A copy of the plat for this property is of record in said Clerk's Office.

Deed dated October 15, 1984 from Paulus W. Moore, Sr., attorney-in-fact for Bonnie S. Moore, said deed being of record in said Clerk's Office in Deed Book 146 at page 805.

NOTE BENE: Elvin M. Martin departed this life intestate on October 19, 2005 as shown by that real estate affidavit which is of record in said Clerk's Office in CWF10-44.

NOTE BENE: Frances P. Martin departed this life testate on January 8, 2014 and in her Will she devised the hereinabove described real estate to her children, to wit: Paul J. Martin, Glenwood J. Martin, Frances Norma Jean M. Conner, and Frank Elvin Martin.

NOTE BENE: Frank Elvin Martin departed this life intestate March 18, 2014, as shown his List of Heirs which is of record in said Clerk's Office in CWF14-31, leaving as his sole heir, his daughter, Cynthia M. Weaver.

This conveyance is made expressly SUBJECT TO the restrictions, conditions, rights-of-way, and easements, if any, contained in the instruments constituting the chain of title to the property conveyed herein, that have not expired by a time limitation contained therein or that have not otherwise become ineffective, and to matters visible upon inspection.

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE

PG0010 JAN 30 2017
DALE PROFFIT, ATTORNEY, P.C.
815 E. MAIN STREET, P.O. BOX 436
FLOYD, VIRGINIA 24091
(540) 250-2494

EXAMINATION. THEREFORE, THE ATTORNEY PREPARING THIS DOCUMENT
MAKES NO REPRESENTATION AS TO THE STATUS OR CHAIN OF TITLE THERETO.

WITNESS the following signatures and seals:

Frances Norma Jean Martin Conner (SEAL)
Frances Norma Jean Martin Conner

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

Acknowledged, subscribed, and sworn to before me this 26th day of January
2017, by Frances Norma Jean Martin Conner.

[SEAL]

Melissa W. Spence
Notary Public



My Commission Expires: 3/31/20
My Registration Number: 229267

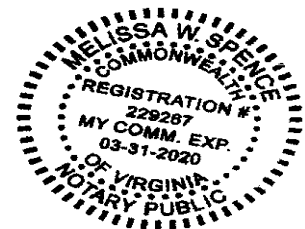
Cynthia M. Weaver (SEAL)
Cynthia M. Weaver

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

Acknowledged, subscribed, and sworn to before me this 26th day of January
2017, by Cynthia M. Weaver.

[SEBAL]

Melissa W. Spence
Notary Public



My Commission Expires: 3/31/20
My Registration Number: 229267

Paul J. Martin (SEAL)
Paul J. Martin

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

Acknowledged, subscribed, and sworn to before me this 30th day of January
2017, by Paul J. Martin.

[SEAL]

Melissa W. Spence
Notary Public

My Commission Expires: 3/31/20
My Registration Number: 229267



Glenwood J. Martin (SEAL)
Glenwood J. Martin

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

Acknowledged, subscribed, and sworn to before me this 26th day of January
2017, by Glenwood J. Martin.

[SEAL]

Melissa W. Spence
Notary Public

My Commission Expires: 3/31/20
My Registration Number: 229267



VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County
January 30, 2017, at 11:54 A. M
This instrument received in office, and with certificate thereto attached
submitted to record. The tax imposed by Section 58.1-602 of the code in
the amount of \$ 215.50 has been paid.

Teste: RHONDA T. VAUGHN, CLERK

Deborah J. Howell D.C.

PG0011 JAN 30 2017
DALE PROFFIT, ATTORNEY, P.C.
815 E. MAIN STREET, P.O. BOX 436
FLOYD, VIRGINIA 24091
(540) 250-2494

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **October 26th, 2022**, between HCNT Properties LLC, 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 Floyd, Virginia, and described as:

2. Legal Description –

1. Portion of Tax ID #55A2-1-S-9; Portion of Parcel ID #5869; Consisting of +/- 0.376 acres and improvements; Deed Book 2017, Page 187

More Commonly Known As – 811 E. Main Street, Floyd VA 24091

2. Portion of Tax ID #55A2-1-S-9; Portion of Parcel ID #5869; Consisting of +/- 0.374 acres and improvements; Deed Book 2017, Page 187

More Commonly Known As – TBD Willis Ave, Floyd VA 24091

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

4. Deposit. Purchaser has made a deposit with the Auction Company, of **\$10,000 PER OFFERING** (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before **December 12th, 2022** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Seller's Initials _____

Purchaser's Initials _____

6. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

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

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

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

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is attached.

Seller's Initials _____

Purchaser's Initials _____

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

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

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

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

NOTICE

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

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

(e) **Notice of Principal Residence.** Purchaser does ____ or does not ____ intend to occupy the Property as Purchaser's principal residence.

(f) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the

Seller's Initials _____

Purchaser's Initials _____

Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 1995 and lead base paint disclosure does not apply.

(h) **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

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

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

7. **Standard Provisions.**

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

Seller's Initials _____

Purchaser's Initials _____

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

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

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

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with 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.

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.

HCNT Properties LLC (Seller) 10/26/2022

Purchaser Name

Address

Phone # Email

(Purchaser signature) 10/26/2022

Purchaser Name

Address

Phone # Email

(Purchaser signature) 10/26/2022

Seller's Initials _____

Purchaser's Initials _____