



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 – Danjo LLC

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

AUCTION DATE – Wednesday, February 15th, 2023 at 3 PM

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

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

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

OFFERING –

Legally described as:

1. Tax ID #129-A 66; Parcel ID: 011835 Consisting of +/- 1.0 acre and improvements
2. Tax ID #129-A 67; Parcel ID: 01183; Consisting of +/- 1.0 acre and improvements

More Commonly Known As: 1880 Rustic Ridge Rd., Riner, VA 24149

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, February 15th, 2023, at 3:00 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 \$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 **Friday, March 31st, 2023**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 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

Aerial

+/- 2 acres



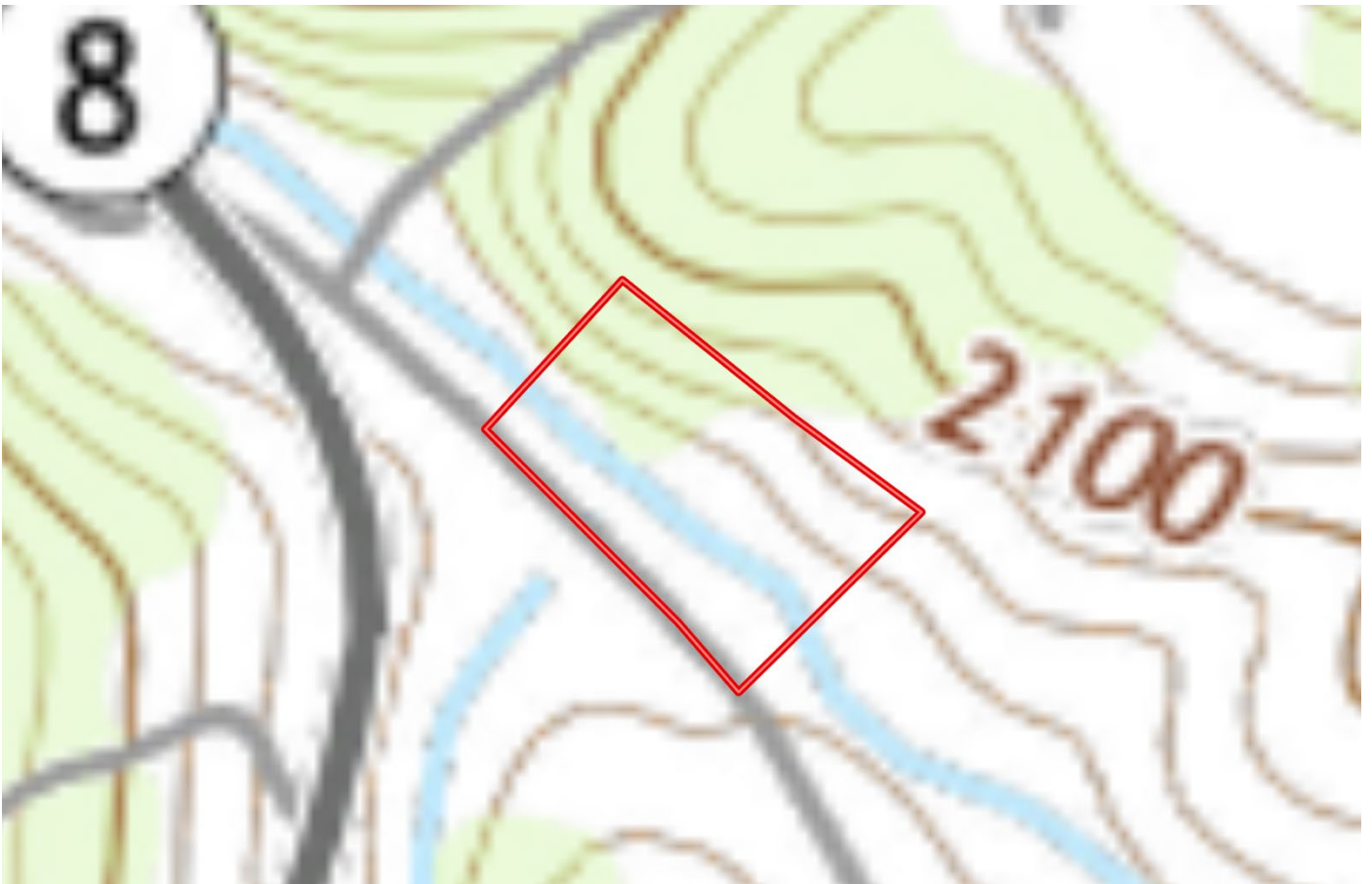
Contour

+/- 2 acres





Topo





Neighborhood

1880 Rustic Ridge Rd.,

Riner, VA 24149

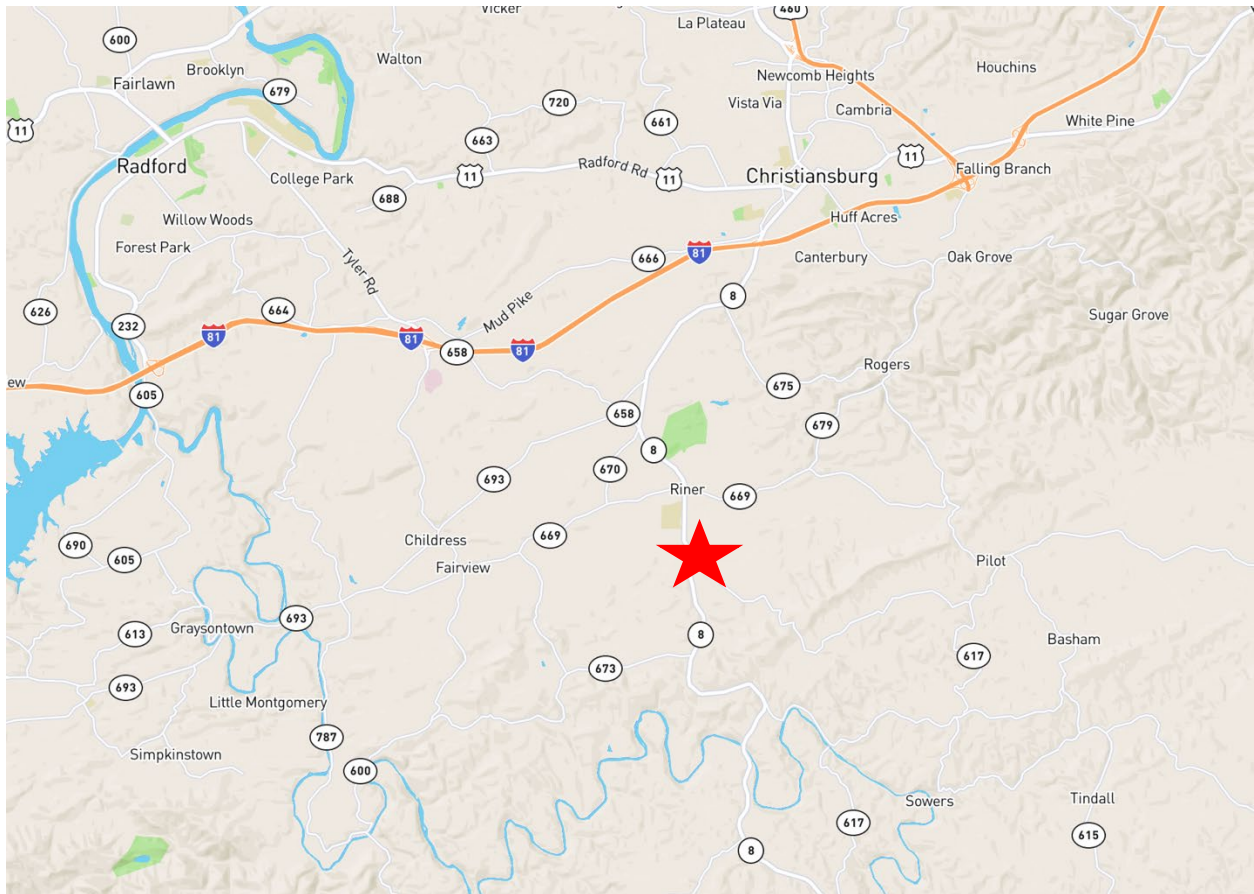




Location

1880 Rustic Ridge Rd.,

Riner, VA 24149



Owners

Owner1	DANJO LLC
Owner2	
Mailing Address	444 CARY RD
Mailing Address2	
City, State, Zip	PILOT VA 24138

Parcel

Tax Map Number	129- A 67
Property Address	RUSTIC RIDGE RD
City, State, Zip	VA
Neighborhood Code	MR336000
Class Code/Description	2000/Single Family Res Suburban
Use Code/Description	501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	/
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	ADJ OWNER
Notes:	
Notes:	
Notes:	
Notes:	
Notes:	

Legal Description

Legal Description 1	SOUTH OF RINER
Legal Description 2	
Tax District Code/Description	MR/RINER
Deeded Acres	1
Deed Book	2022
Page	008863

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
07-NOV-2022	\$60,000	DANJO LLC	MARTIN ADDIE ESTATE	2022	008863
30-SEP-2011		MARTIN ADDIE ESTATE	MARTIN ADDIE	2011	000259
01-JAN-1951		MARTIN ADDIE	MARTIN CECILA	0171	0073

Sale Details

1 of 3

Sale Date	07-NOV-2022
Sale Key	135199
Sale Price	\$60,000.00
Grantee	DANJO LLC
Grantor	MARTIN ADDIE ESTATE
Book	2022
Page	008863
Sale Type	VACANT
Sale Source	D-DEED BARGIN SALE
Sale Validity	22-AUCTION SALES ESTATE SALES

Assessed Values

Assessed Land	\$6,000
Assessed Buildings	\$0
Total Assessed Value	\$6,000
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2019 through Dec 31, 2022.

Tax Rate for 2020 is 89 cents per \$100. Tax rate for 2021 has not been set.



Sorry, no sketch available
for this record

Item	Area

Owners

Owner1	DANJO LLC
Owner2	
Mailing Address	444 CARY RD
Mailing Address2	
City, State, Zip	PILOT VA 24138

Parcel

Tax Map Number	129- A 66
Property Address	1880 RUSTIC RIDGE RD
City, State, Zip	RINER VA 24149
Neighborhood Code	MR336000
Class Code/Description	2000/Single Family Res Suburban
Use Code/Description	501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	/
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	FV1 SAL 8X10
Notes:	2017 OVERGROWN/VACANT
Notes:	
Notes:	
Notes:	
Notes:	

Legal Description

Legal Description 1	SOUTH OF RINER
Legal Description 2	
Tax District Code/Description	MR/RINER
Deeded Acres	1
Deed Book	2022
Page	008863

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
07-NOV-2022	\$60,000	DANJO LLC	MARTIN ADDIE ESTATE	2022	008863
30-SEP-2011		MARTIN ADDIE ESTATE	MARTIN ADDIE	2011	000259
01-JAN-1951		MARTIN ADDIE	MARTIN CECILA	0171	0073

Sale Details

1 of 3

Sale Date	07-NOV-2022
Sale Key	135198
Sale Price	\$60,000.00
Grantee	DANJO LLC
Grantor	MARTIN ADDIE ESTATE
Book	2022
Page	008863
Sale Type	IMPROVED
Sale Source	D-DEED BARGIN SALE
Sale Validity	22-AUCTION SALES ESTATE SALES

Dwelling Description

Card	1
Story Height	1
Construction Code/Desc	6 / ALUMINUM/VINYL
Style Code/Desc	23 / BUNGALO
Year Built	1952
Effective Year Built	1960
Remodeled Year	
Total Rooms	5
Bedrooms	3
Full Baths	1
Half Baths	1
Additional Fixtures	
Total Fixtures	5
Kitchen Remodeled	
Bathroom Remodeled	
Basement Code/Desc	2 / CRAWL

Heating Code/Desc	3 / CENTRAL HEAT
Heating Fuel Type Code/Desc	8 / OIL
Heating System Code/Desc	3 / HOT AIR
Attic Code/Desc	1 / NONE
Physical Condition Code/Desc	A / AVERAGE CONDITION
Square Footage of Living Areas	1,066
Unfinished Area SF/Value	/ \$0
Finished Basement - poor SF/Value	/ \$0
Finished Basement - avg SF/Value	/ \$0
Finished Basement - good SF/Value	/ \$0
Fireplace stacks/openings	/
Pre Fab Fireplace	
Bsmt Garage #Cars	
Misc Code/Desc/Value	// \$0
Misc Code/Desc/Value	// \$0
Notes1	
Notes2	
Grade Factor/Desc	29 / D+5
Additional Exterior Wall	
Roof Structure	GABLE
Roof Cover	COMPOSIT SHINGLE
Interior Wall 1	DRYWALL
Interior Wall 2	
Floor Code 1	CARPET
Floor Code 1	HARDWOOD
Structural Frame	WOOD

Condominium Data

Complex No.
Unit No.
Name
Level
Type
View

SFLA includes finished basement area

Outbuildings

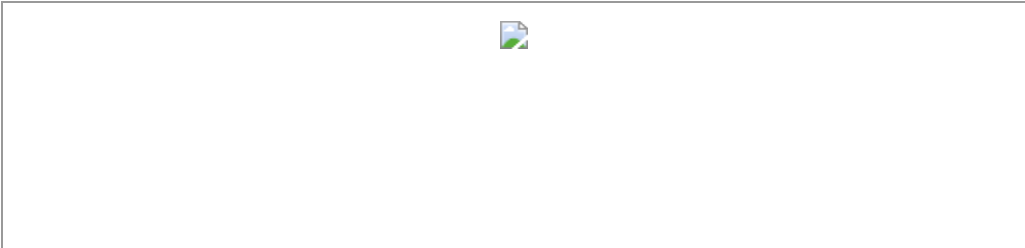
Card	Code/Desc	Year Built	Grade	Width	Length	Area	Value
1	SFR / SHED-DETACHED FRAME	1952	C	23	24	552	1300
1	SFR / SHED-DETACHED FRAME	1952	D	7	20	140	300
1	SFR / SHED-DETACHED FRAME	2000	C	8	8	64	600
1	FV1 / FLAT VALUE-\$100	2000	C	8	10	1	100

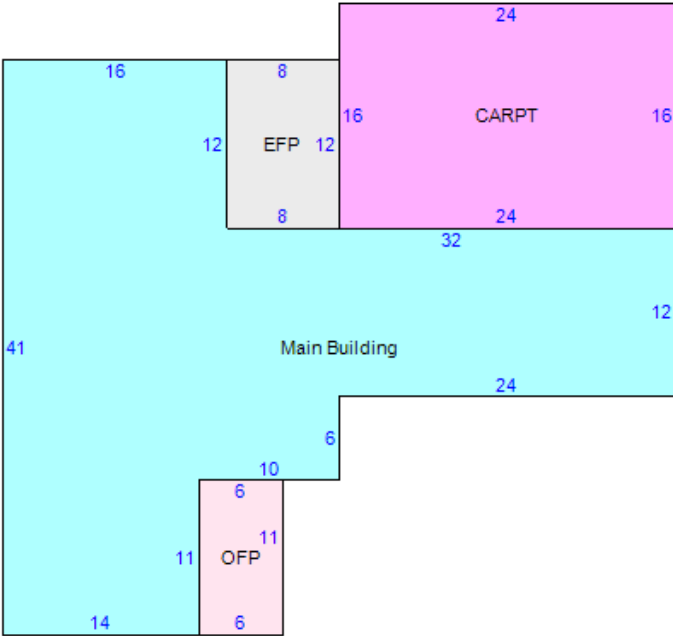
Assessed Values

Assessed Land	\$30,000
Assessed Buildings	\$72,400
Total Assessed Value	\$102,400
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2019 through Dec 31, 2022.

Tax Rate for 2020 is 89 cents per \$100. Tax rate for 2021 has not been set.





Item	Area
Main Building	1066
CARPT - 30:CARPT	384
EFP - 12:EFP	96
OFP - 11:OFP	66
DET.FRSHED - SFR:SHED-DETACHED FRAME	552
DET.FRSHED - SFR:SHED-DETACHED FRAME	140
DET.FRSHED - SFR:SHED-DETACHED FRAME	64
FLAVAL\$100 - FV1:FLAT VALUE-\$100	1

2022008862.001

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM A – COVER SHEET CONTENT

Instrument Date: 11/7/2022

Instrument Type: DSC

Number of Parcels: 1 Number of Pages: 3

[] City [X] County MONTGOMERY COUNTY COURT
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

[X] Grantor: 58.1-802 (A)

[] Grantee:

Business/Name

1 Grantor: WEEKS, KEITH EDWARD

Grantor:

1 X Grantee: DANJO LLC

Grantee:

Grantee Address

Name: DANJO LLC

Address: 444 CARY RD

City: PILOT State: VA Zip Code: 24138

Consideration: \$32,000.00 Existing Debt: \$0.00 Actual Value/Assumed: \$85,700.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: Original Page No.: Original Instrument No.:

Prior Recording At: [] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 004171047-A A 35

Short Property Description:

Current Property Address: 2406 WELLS ST

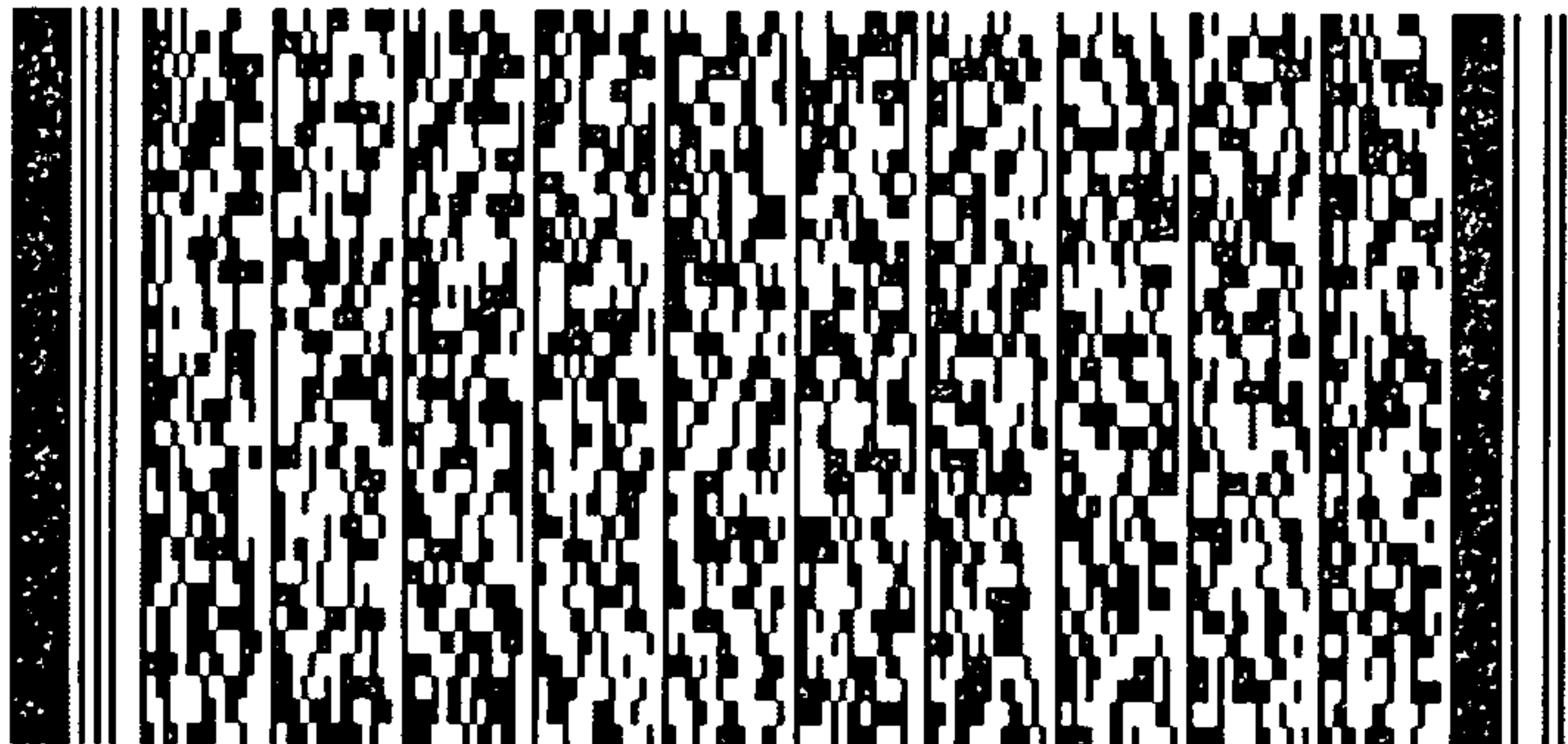
City: ELLISTON State: VA Zip Code: 24087

Instrument Prepared By: TACS, PC Recording Paid By: GRANTEE

Recording Returned To: TACS, PC ATTN: MEG SCHEETZ

Address: P.O. BOX 31800

City: HENRICO State: VA Zip Code: 23294


 RECORDED IN
 MONTGOMERY COUNTY, VA
 ERICA W. CONNER
 CLERK OF CIRCUIT COURT
 FILED Dec 05, 2022
 AT 03:25 pm
 NSTR # 2022008862

JLB

(Area Above Reserved For Deed Stamp Only)

Document Prepared By:
Andrew M. Neville, Esq.
P.O. Box 31800
Henrico, Virginia 23294-1800

Purchase Price: \$32,000.00
Assessed Value/Consideration: \$85,700.00

*This Deed is exempt from Grantor's Tax
pursuant to Virginia Code §58.1-802(A)*

Title Insurance Underwriter:
Unknown

Tax Map No.: 047-A A 35
Description: Shawsville District;
2406 Wells St; Lafayette lot; 1.0 acres
+/-

SPECIAL COMMISSIONER'S DEED

THIS DEED entered into this the 7th day of November, 2022 by and between Andrew M. Neville, Special Commissioner, on behalf of **Keith Edward Weeks**, Grantor(s), and **Danjo, LLC**, a limited liability company, whose mailing address is 444 Cary Rd, Pilot, Virginia 24138, Grantee(s).

WHEREAS, by Decree of Sale and Decree of Confirmation entered in that certain cause styled COUNTY OF MONTGOMERY, VIRGINIA v. KEITH EDWARD WEEKS, ET. AL. (CL21000337-00), now pending in the Circuit Court of the County of Montgomery, Virginia, the sale of the hereinafter described real estate to the Grantee(s) for the sum of \$32,000.00 was approved and confirmed, and John A. Rife, Esq., Jeffrey A. Scharf, Esq., Mark K. Ames, Esq., Andrew M. Neville, Esq., Paul L. LaBarr, Esq., Gregory L. Haynes, Esq., and Seth R. Konopasek, Esq., any of whom may act, were appointed Special Commissioners for the purpose of executing and delivering a Special Warranty Deed conveying, with Special Warranty of Title, said Property to the Grantee(s); and,

WHEREAS, the Grantee(s) have deposited the total sum of \$32,000.00 to the credit of this Court in the above-styled matter.

::WITNESSETH::

NOW, THEREFORE, that in consideration of the sum of \$32,000.00, paid by the Grantee(s) as aforesaid, the Grantor(s) do hereby grant and convey with Special Warranty of Title unto the Grantee(s), the following described real estate, to wit:

Tax Map No. 047-A A 35
Account No. 4171

All of the following lots or parcels of land lying or being in Montgomery County, State of Virginia, and more particularly described as follows, to-wit:

Lots Nos. Fifteen (15) and Sixteen (16) fronting on Street running North and South and is bounded on the North by lots now or formerly owned by J.M. Weaver and on the East by lots now or formerly owned by Wiley Moses and on the South by a street running East and West, and on the West by a street running North and South.

And being the same property conveyed to Keith Edward Weeks from Melissa Dawn Lephew by Deed of Gift dated July 23, 2010 and recorded July 27, 2010 in the Clerk's Office of the Circuit Court of Montgomery County as Instrument Number 10006103.

This description is made subject to all easements, conditions, agreements, restrictions, and reservations of record which affect the property herein described including but not limited to those recorded in Instrument Number 09008756 and Deed Book 490 at Page 539.

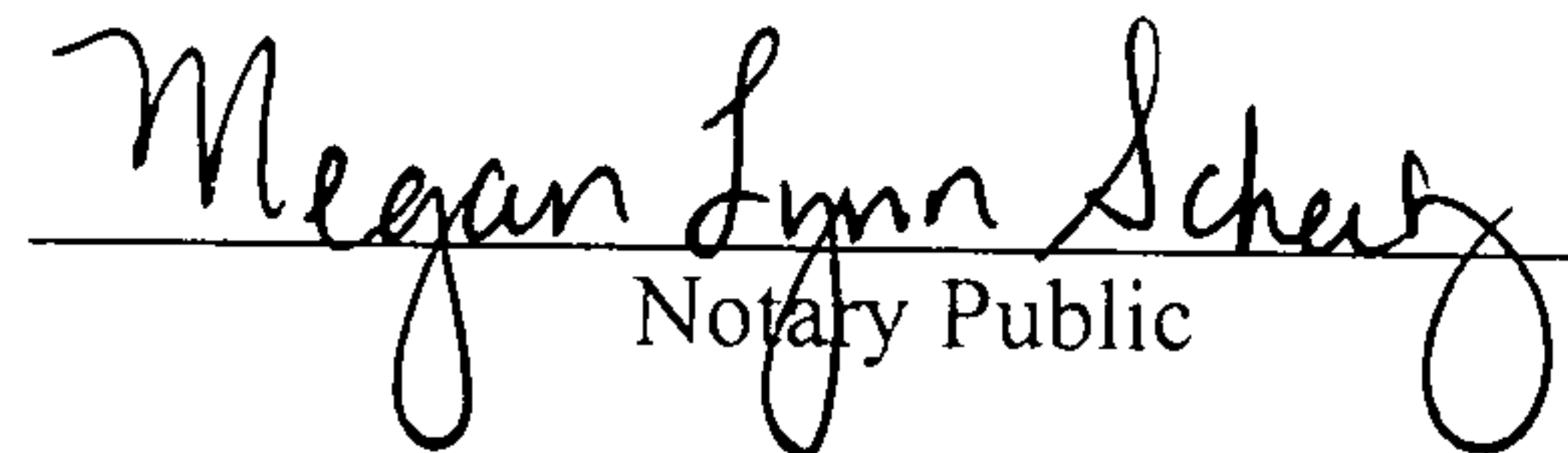
WITNESS the following signature and seal:



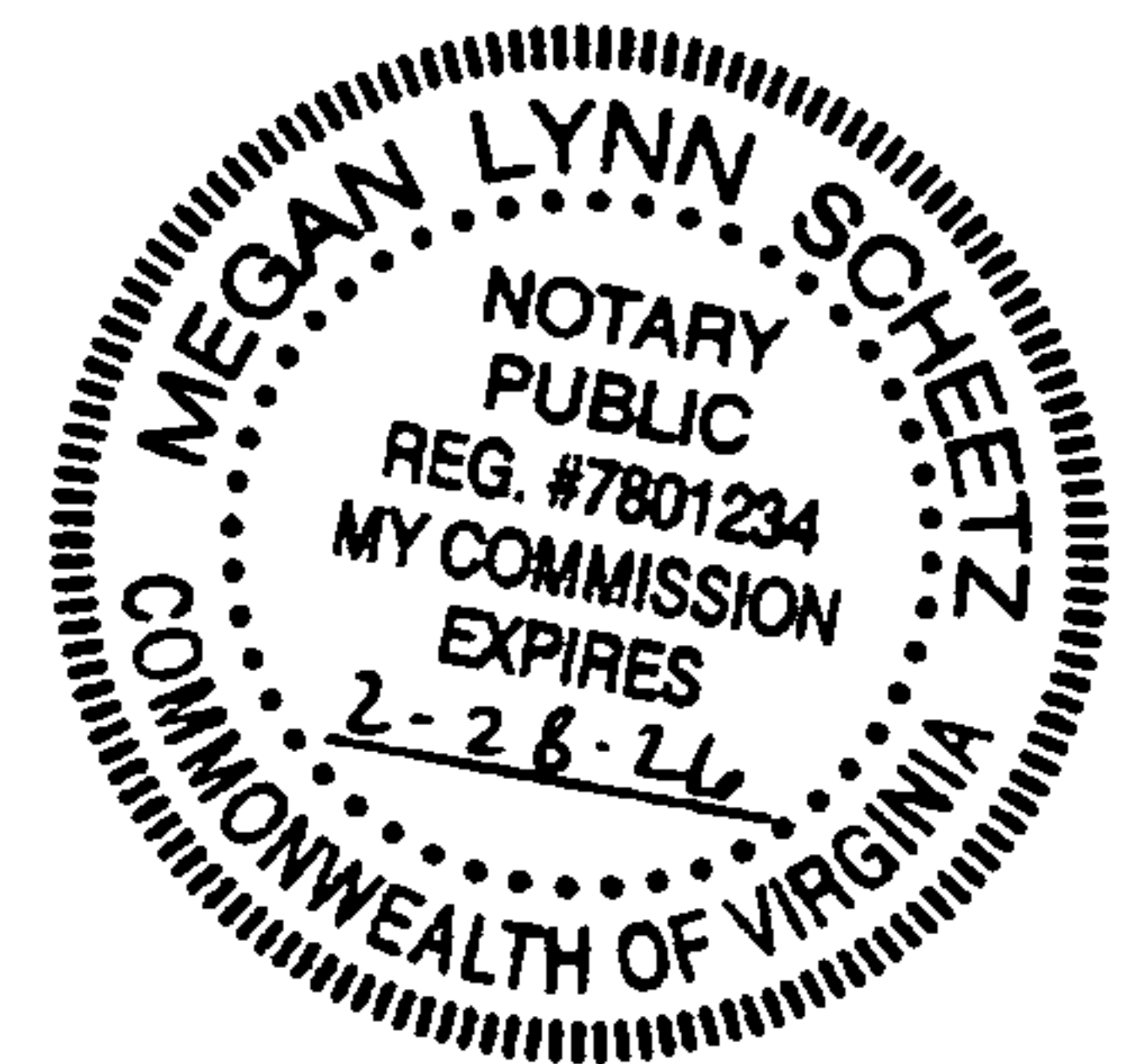
Andrew M. Neville, Esq.
Special Commissioner
Taxing Authority Consulting Services, PC
P.O. Box 31800
Henrico, Virginia 23294-1800
Phone: (804) 545-2500
Facsimile: (804) 545-2378

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO, TO WIT:

I hereby acknowledge that the foregoing Special Commissioner's Deed was
acknowledged by Andrew M. Neville, Esq., Special Commissioner, before me, a Notary Public
under the laws of the Commonwealth of Virginia, on this the 18th day of November,
2022.


Notary Public

My Commission Expires: 2-28-2026



INSTRUMENT #2022008862
RECORDED IN MONTGOMERY CIRCUIT COURT CLERK'S OFFICE
Dec 05, 2022 AT 03:25 pm
ERICA W. CONNER, CLERK by JLB

2022008863.001

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM A – COVER SHEET CONTENT

Instrument Date: 11/7/2022

Instrument Type: DSC

Number of Parcels: 2 Number of Pages: 3

[] City [X] County MONTGOMERY COUNTY COURT
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

[X] Grantor: 58.1-802 (A)

[] Grantee:

Business/Name

1 Grantor: MARTIN, ADDIE

2 Grantor: MARTIN, CHARLOTTE ANNE

1 X Grantee: DANJO LLC

Grantee:

Grantee Address

Name: DANJO LLC

Address: 444 CARY RD

City: PILOT State: VA Zip Code: 24138

Consideration: \$60,000.00 Existing Debt: \$0.00 Actual Value/Assumed: \$108,400.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: Original Page No.: Original Instrument No.:

Prior Recording At: [] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 011835/129-A 66

Short Property Description:

Current Property Address: 1880 RUSTIC RIDGE RD

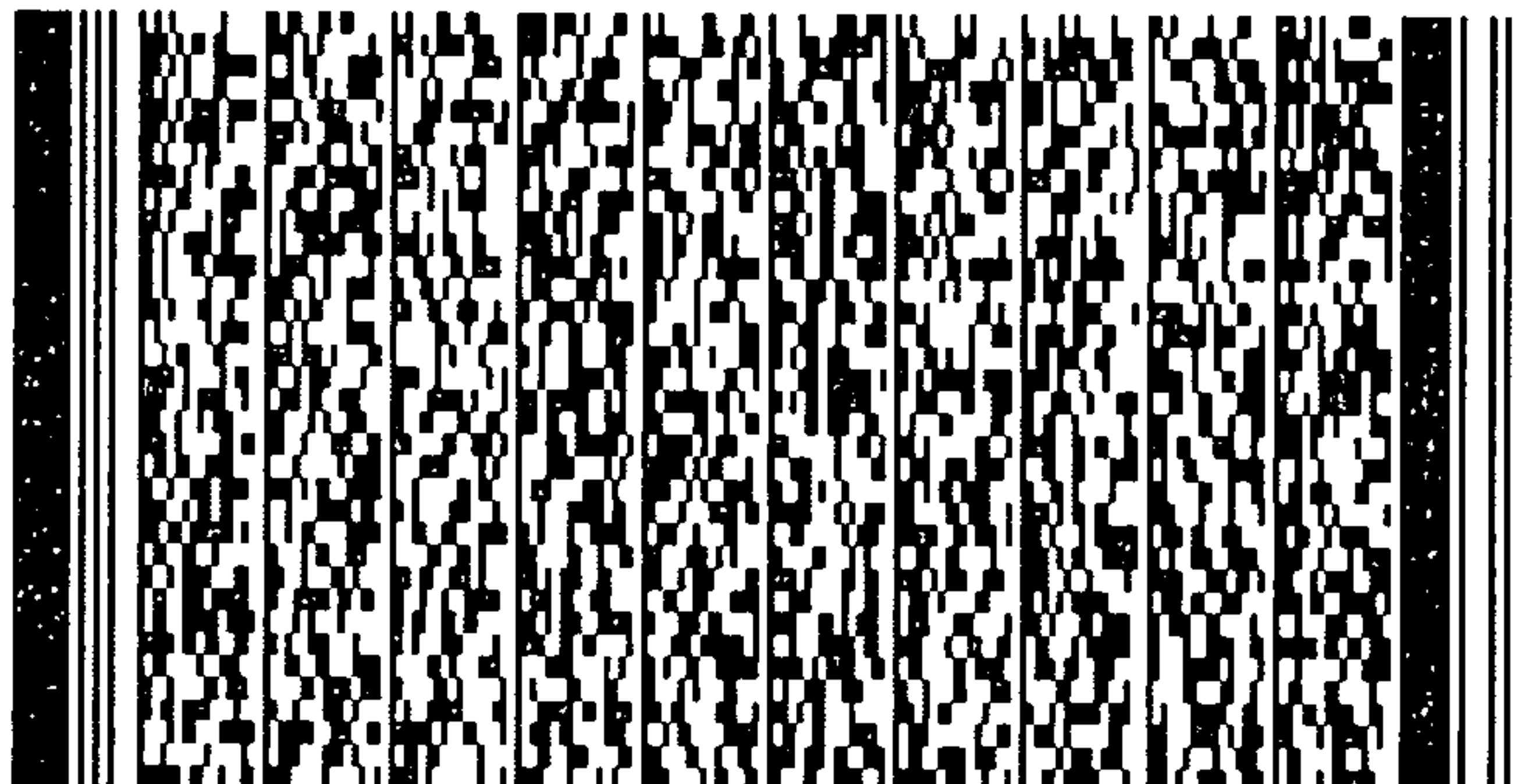
City: RINER State: VA Zip Code: 24149

Instrument Prepared By: TACS, PC Recording Paid By: GRANTEE

Recording Returned To: TACS, PC ATTN: MEG SCHEETZ

Address: P.O. BOX 31800

City: HENRICO State: VA Zip Code: 23294



RECORDED IN
MONTGOMERY COUNTY, VA
ERICA W. CONNER
CLERK OF CIRCUIT COURT
FILED Dec 05, 2022
AT 03:30 pm
NSTR # 2022008863

JLB

(Area Above Reserved for Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM C – ADDITIONAL PARCELS

Instrument Date: 11/7/2022

Instrument Type: DSC

Number of Parcels: 2 Number of Pages: 3

[] City [X] County MONTGOMERY COUNTY COURT
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 011836/129-A 67

Short Property Description:

Current Property Address: RUSTIC RIDGE RD

City: RINER State: VA Zip Code: 24149

Prior Recording At:

[] City [] County Percentage In This Jurisdiction:

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number:

Short Property Description:

Current Property Address:

City: State: Zip Code:



Document Prepared By:
Jeffrey A. Scharf, Esq.
P.O. Box 31800
Henrico, Virginia 23294-1800

Purchase Price: \$60,000.00
Assessed Value/Consideration: \$108,400.00

*This Deed is exempt from Grantor's Tax
pursuant to Virginia Code §58.1-802(A)*

Title Insurance Underwriter:
Unknown

Tax Map No.: 129-A 66
Description: Riner District; 1880
Rustic Ridge Rd; improved; 1.0 acres
+/-

Tax Map No.: 129-A 67
Description: Riner District; on
Rustic Ridge; unimproved; 1.0 acres
+/-

SPECIAL COMMISSIONER'S DEED

THIS DEED entered into this the 7th day of November, 2022 by and between Jeffrey A. Scharf, Special Commissioner, on behalf of **Addie Martin, Charlotte Anne Martin**, Grantor(s), and **Danjo, LLC**, a Virginia limited liability company, whose mailing address is 444 Cary Rd, Pilot, Virginia 24138, Grantee(s).

WHEREAS, by Decree of Sale and Decree of Confirmation entered in that certain cause styled COUNTY OF MONTGOMERY, VIRGINIA v. ADDIE MARTIN ESTATE, ET AL. (CL21-869), now pending in the Circuit Court of the County of Montgomery, Virginia, the sale of the hereinafter described real estate to the Grantee(s) for the sum of \$60,000.00 was approved and confirmed, and John A. Rife, Esq., Jeffrey A. Scharf, Esq., Mark K. Ames, Esq., Andrew M. Neville, Esq., Paul L. LaBarr, Esq., Gregory L. Haynes, Esq., and Seth R. Konopasek, Esq., any of whom may act, were appointed Special Commissioners for the purpose of executing and delivering a Special Warranty Deed conveying, with Special Warranty of Title, said Property to the Grantee(s); and,

WHEREAS, the Grantee(s) have deposited the total sum of \$60,000.00 to the credit of this Court in the above-styled matter.

::WITNESSETH::

NOW, THEREFORE, that in consideration of the sum of \$60,000.00, paid by the Grantee(s) as aforesaid, the Grantor(s) do hereby grant and convey with Special Warranty of Title unto the Grantee(s), the following described real estate, to wit:

Tax Map Nos. 129-A 66 & 129-A 67
Account Nos. 011835 & 011836

All those two (2) certain lots or parcel of land, situate, lying and being on Mill Creek in the Auburn Magisterial District of Montgomery County, Virginia, and described as follows:

1. That certain lot beginning at a stake on a hill side corner to a lot owned or formerly owned by George Weaver and running new lines S. 31 E. 10 poles to a locust S. 49 W 12 ½ poles (crossing Mill Creek) to the center of the road; thence with the center thereof, N. 45 W 16 1/4 poles to the corner of the said Weaver lot; thence, with same N. 25 E 6 ½ poles to a water oak by said creek; thence S. 55 E 8 ½ poles to a stone; thence N. 43 ½ E. 7 poles to the beginning containing one (1) acre, or or less.

2. That certain lot beginning at a stone near said creek, corner to land owned or formerly owned by Richardson and running with the same N. 55 W. 8 ½ poles to a water oak; thence S. 24 ¾ W. 6 ½ poles to the center of the road; thence with the same N. 45 W. 8 2/5 poles; thence leaving the road N. 45 E. 14 poles to a stake on a hill side S. 49 E. 15 poles to a stake in said Richardson's line; thence with same S. 43 ½ W. 7 poles to the beginning, containing one (1) acre more or less.

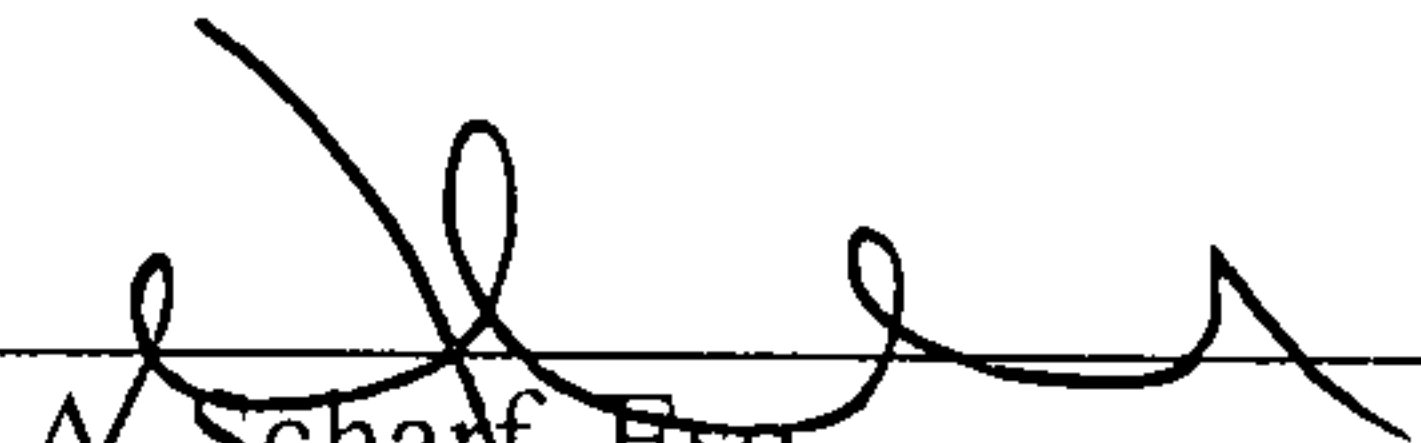
And being the same real property conveyed to Cecil A. Martin and Addie Martin as tenants by the entirety with the right of survivorship from Dora G. Weaver and Robert A. Weaver by Deed dated and recorded on April 19, 1951 in the Montgomery County Circuit Court Clerk's Office in Deed Book 171, Page 73. Cecil A. Martin passed this life on June 6, 2009 thereby vesting ownership fully in Addie Martin. Pursuant to her Last Will and Testament,

Special Commissioner's Deed
County of Montgomery v. Addie Martin Estate, et al.
Page 3

dated July 29, 2011 and recorded November 9, 2011, in the
aforementioned Clerk's Office, as Instrument Number 011000259,
Addie Martin devised the property to Charlotte Anne Martin.

This description is made subject to all easements, conditions,
agreements, restrictions, and reservations of record which affect
the property herein described including but not limited to those
recorded in Deed Book 312, Page 221; Deed Book 197, Page 497.

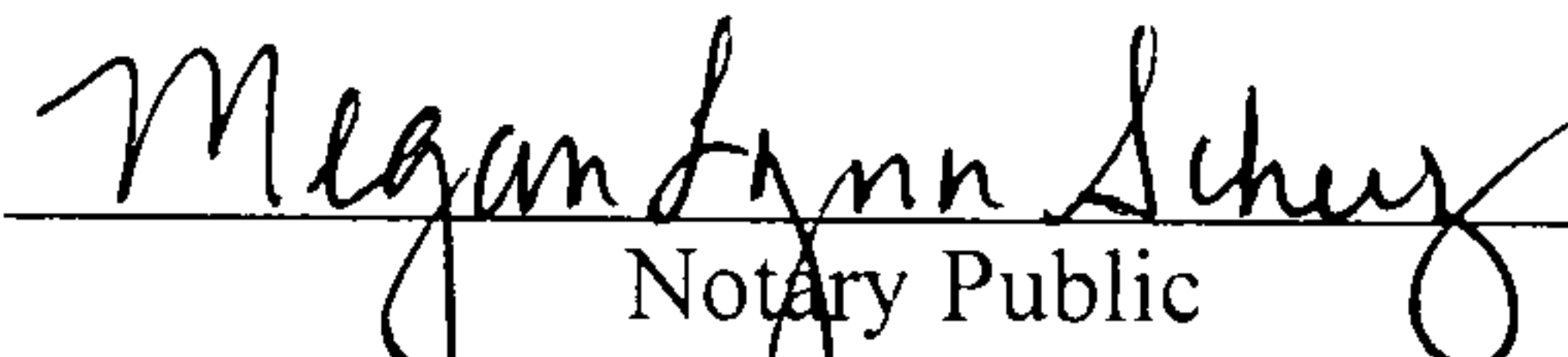
WITNESS the following signature and seal:



Jeffrey A. Scharf, Esq.
Special Commissioner
Taxing Authority Consulting Services, PC
P.O. Box 31800
Henrico, Virginia 23294-1800
Phone: (804) 545-2500
Facsimile: (804) 545-2378

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO, TO WIT:

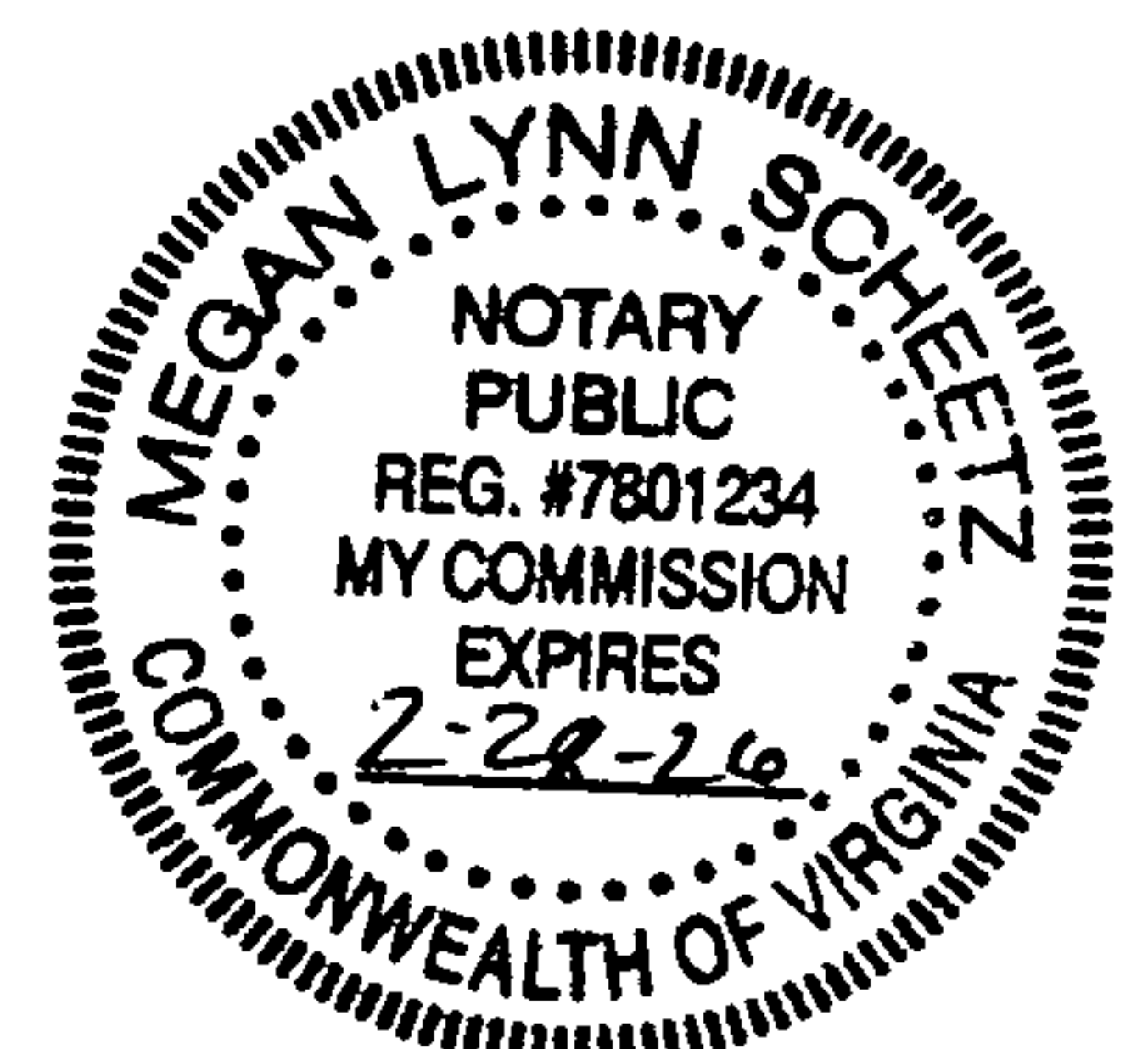
I hereby acknowledge that the foregoing Special Commissioner's Deed was
acknowledged by Jeffrey A. Scharf, Esq., Special Commissioner, before me, a Notary Public
under the laws of the Commonwealth of Virginia, on this the 18th day of November,
2022.



Notary Public

My Commission Expires: 2-28-2026

INSTRUMENT #2022008863
RECORDED IN MONTGOMERY CIRCUIT COURT CLERK'S OFFICE
Dec 05, 2022 AT 03:30 pm
ERICA W. CONNER, CLERK by JLB



CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **February 15th, 2023**, between Danjo 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 Montgomery, Virginia, and described as:

2. Legal Description –

1. Tax ID #129-A 66; Parcel ID: 011835 Consisting of +/- 1.0 acre and improvements
2. Tax ID #129-A 67; Parcel ID: 01183; Consisting of +/- 1.0 acre and improvements

More Commonly Known As – 1880 Rustic Ridge Rd., Riner, VA 24149

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 **\$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.

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before **March 31st, 2023** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

6. Required Disclosures.

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

(b) **Virginia 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.

(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

Seller's Initials _____

Purchaser's Initials _____

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 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 1952 and lead base paint disclosures apply.

Seller's Initials _____

Purchaser's Initials _____

(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.

(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,

Seller's Initials _____

Purchaser's Initials _____

assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

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

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

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

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

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is 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.

Seller's Initials _____

Purchaser's Initials _____

(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.

Danjo LLC (Seller) 02/15/2023

Purchaser Name

Address

Phone # Email

(Purchaser signature) 02/15/2023

Purchaser Name

Address

Phone # Email

(Purchaser signature) 02/15/2023

Seller's Initials _____

Purchaser's Initials _____