



Bidder Information Packet

Online & Onsite Auction

Bidding ends on Thursday, December 17, 2020 @ 2:30 p.m.



**7701 Sweetbriar Road
Henrico, VA 23229**

3 bedrooms, 1.5 baths, 1,248 +/- sf, Rancher with unfinished basement, screen porch and exterior shed

View photos and terms at www.Motleys.com



Property Information

Auction Type:	Online and Onsite Real Estate Auction - Subject to Owner Confirmation
Property Location:	7701 Sweetbriar Road, Henrico, VA 23229
Date & Time:	Online Bidding will begin on Monday, December 14, 2020 @ 2:30 PM The bidding closes on Thursday, December 17, 2020 @ 2:30 PM Onsite bidding will be from 2:00 – 2:30 p.m. on Thurs., December 17 th .
Property Type/Zoning:	R-3 (Residential)
Tax Parcel ID #:	759-739-8588
Tax Assessment:	\$317,700
Annual Taxes:	\$2,763.99
Description:	3 Bedroom, 1.5 Bath, 1,248 +/- finished sf Rancher on .26+/- acre lot with unfinished basement and enclosed / screen porch
Website for more info:	www.Motleys.com

Notes:

1. Ownership will be conveyed by Warranty Deed.
2. At the close of the sale, and seller confirmation, the successful bidder will be emailed or given the contract package to execute and return to Motleys. The winning bidder will be required to submit an earnest money deposit totaling \$5,000,00 by 5:00 PM the day after the sale. The deposit must be in the form of a wire transfer, cash, cashier's check, or certified check (from a US bank), made payable to Motleys Asset Disposition Group. In certain cases, the remaining balance of the 10% buyer's premium is due within 3 business days of the sale if it is not fulfilled with the initial \$5,000 deposit. Closing/Settlement will take place 60 days after the auction.
3. Broker Participation of up to TWO Percent (2%) ****SEE BROKER PARTICIPATION FORM!**** Brokers must pre-register 24-hours prior to the auction, listing their client and accompanying their buyer to the auction and through the contract signing and closing process.
4. There is a 10% buyer's premium which will be added to the highest bid to determine the final contract price.
5. Photos and terms available at www.Motleys.com
6. All auction properties are sold "AS IS, WHERE IS" with all faults.
7. For specific questions call Ernie Rogers 804.334.4558

ALL INFORMATION IS DEEMED RELIABLE BUT IS NOT GUARANTEED!



3600 Deepwater Terminal Road
Richmond, VA 23234 804-486-4555 VAAF 16

Terms and Conditions

Thank you for your interest in the sale of this property. If you should have any questions or need additional information, please contact Ernie Rogers at 804-334-4558 or Carly Stratton at 335-9994.

Terms: All bidders must register to bid online by registering at Motleys.com. Bidders may execute bids either at Motleys.com or by downloading the Motleys App at either the Apple App Store or at Google Play. Bidding will open approximately (3) days prior to the end of the sale. A 10% buyer's premium will be added to the final bid and will become a part of the purchase price. As an example, if you bid \$100,000 for a property the contract sale price will be \$110,000. The property is sold in "AS-IS" condition, and is not contingent upon buyer's financing, condition of property, appraisal, inspection, etc. Buyers shall rely on their own information, judgment, and inspection of the property. Title will convey via Marketable Deed from all owners of record and free and clear of all liens. The property taxes will be prorated to the date of closing. **The closing will take place within 60 days of the sale** unless specified otherwise or as soon thereafter as necessary to correct any defects in title. Time is of the essence with respect to all closings. If you are NOT prepared to make the required Earnest Money Deposit, execute the required documents, and close within the timeframe stated, **please do not bid**. Day of sale announcements take precedence over any previously printed material or any other oral statements made. The sale is subject to owner confirmation.

Bidder Verification: The identity of all bidders will be and must be verified. Bidding rights are provisional, and if complete verification is not possible, Motleys may reject the registration, and bidding activity may be terminated. You will need a verifiable address, a verifiable phone number, and a verifiable email address. Contact the sale coordinator, Ernie Rogers (804) 334-4558 or Carly Stratton at 804-335-9994, immediately after registering to provide verifiable information needed for you to be approved to bid.

Earnest Money Deposit: At the close of the sale, and seller confirmation, the successful bidder will be emailed or given the contract package to execute and return to Motleys. The winning bidder will be required to submit an earnest money deposit totaling \$5,000,00 by 5:00 PM the day after the sale. The deposit must be in the form of a wire transfer, cash, cashier's check, or certified check (from a US bank), made payable to Motleys Asset Disposition Group. In certain cases, the remaining balance of the 10% buyer's premium is due within 3 business days of the sale if it is not fulfilled with the initial \$5,000 deposit. The entirety of the remaining balance is due at closing. Purchaser shall be responsible for all wire transfer fees or cashier's check fees. If the successful bidder does not execute and return the contract with earnest money deposit by 5 PM the day after the sale, the Buyer will be considered in default and subject to legal action. This is a legally binding contract.

Administrative Fee: In the event a winning bidder fails to submit the signed contract and the \$5,000.00 earnest money deposit as provided in the pre-stipulated Terms and Conditions, the winning bidder will be charged an administrative fee of \$10,000.00 on the credit card provided at registration. Additional default remedies are reserved by Motleys Auctions, Inc./Motleys Asset Disposition Group and the Seller as provided in the Terms & Conditions and the Contract for Purchase. All administrative fees are nonrefundable.

Due Diligence: Any reliance on the content of information provided shall be solely at the recipient's risk. All information is believed to be correct but is not guaranteed. Bidders must conduct and rely solely upon their own investigations and inspections. The property is being sold "AS-IS" with all faults.

Default: If the closing does not occur for any reason whatsoever, other than solely due to the fault of the Seller, Seller shall retain the earnest money deposit as a measure of liquidated damages. This provision shall in no way affect the right of Seller and Motleys Auctions, Inc./Motleys Asset Disposition Group to rely upon and to exercise any other legal remedies or recourse available to them, including without limitation seeking specific performance or monetary damages, in the event the closing contemplated herein does not occur due to default by Purchaser. Purchaser further agrees to pay all attorney fees, court costs and other costs of collection/enforcement incurred by Motleys and Seller due to a default by Purchaser. The sale is subject to cancellation, additions, deletions, pre-sale, or postponement.

Broker Co-op: Motleys will pay up to a TWO percent (2%) Broker Participation Fee (based on highest offer and not including applicable buyer's premium) to the broker representing the winning participant on the real property. All broker participation forms must be submitted to Motleys 24-hours prior to the sale.

Closing: TIME IS OF THE ESSENCE WITH RESPECT TO ALL CLOSINGS!

The successful buyer must sign all documents and contracts in the time referenced in the contract and will be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur within 60 days, unless otherwise specified in the Purchase Agreement. Buyer acknowledges and agrees that time is of the essence. Said premises are to be conveyed by Marketable Deed from all owners of record and free and clear of all liens. If you are the successful participant, you will be required to sign a purchase and sale agreement or similar agreement or document and other necessary documents in the form established by Motleys. The terms of the Purchase Contract are expressly non-negotiable, and the Purchase Contract must be signed in the name of the successful participant and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Motleys in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the successful participant's purchase of the property must be completed.

Copies of some or all these documents are available on Motleys website or may be obtained from

Motleys, and it is your responsibility to obtain, read, and understand the provisions of any such documents before making offers at this sale.

Closing Costs: The deed shall be prepared and acknowledged by Seller at the Seller's expense and recorded at the expense of the Buyer. The buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including the Grantor's and Grantee's Tax. Real estate taxes, rents, water and sewer charges, if any, will be prorated as of the date of closing. Successful purchasers must pay all wire transfer fees. Sale of the property is not contingent upon the buyer obtaining financing.

Offers: All Offers are open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale, the term "the final offer" means the highest offer acknowledged by the party conducting the sale, and the term "purchase price" means the sum of the final offer. The highest offering acknowledged by the party conducting the sale at the end of the sale shall be the buyer of that real property. The party conducting the sale has the right to reject any offer or raise any offer which, in his opinion, is not commensurate with the value of the property being offered. The party conducting the sale may advance the offering at his absolute discretion and, in the event of any dispute between registered participants, may determine the successful participant or re-offer and resell the property in dispute. Should there be any dispute after the sale, the record of final sale shall be conclusive.

Offer Intervals: To be determined by the party conducting the Sale.

Extended Offering Time - Online Participation, When Available: Notwithstanding the scheduled closing time for this sale, if an offer is made at any time during the final five (5) minutes of the scheduled offering time, the offering time will automatically be extended. Subsequent and additional extensions shall be applied to all offers placed during any such extension period until an extension period has expired without additional offers being placed, at which time the offering time, as extended, shall be closed.

Offer Execution: Offers which are submitted to Motleys in writing or otherwise left with Motleys prior to a sale (Order Offerings) for execution at or below a specified price shall be entertained and executed by Motleys for the convenience of participants. Motleys shall not be responsible for failing to execute such offers or for errors relating to the execution of such offers.

Conditions of Default: If successful participant defaults in making settlement, the deposit paid by that defaulting successful participant shall be forfeited, and the property purchased by such defaulting successful participant may either be resold at the risk and expense of such party or Seller may accept the next highest available offer at the sale. Such defaulting successful participant shall be liable personally for any deficiency resulting from the resale of the property it purchased at a lower price as well as for all costs, expenses, and attorneys' fees in connection with such resale. The forfeiture of such deposit shall not limit any rights or remedies of Seller with respect to any such default.

Controlling Law: The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the sale shall be governed and interpreted by the laws of the Commonwealth

of Virginia. By making an offer at the sale, whether present in person or by agent, written offer, telephone, online or other means, the participant shall be deemed to have consented to the jurisdiction of the state and federal courts of the Commonwealth of Virginia.

Inspection: All property is being sold “WHERE-IS, AS-IS,” “WITH ALL FAULTS,” with no representations or warranties of any sort except the general warranty to be included in the deed to the real property. Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Motleys disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they make an offer, and by making an offer(s) are deemed to have so inspected the property to their satisfaction. Placing an offer, whether in person, or by agent, or other means, constitutes an agreement by participant to these conditions of sale. Motleys and their agents and subagents assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. Although information has been obtained from sources deemed reliable, Motleys makes no guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials.

Release: The successful participant must agree to release any and all claims or causes of action it may have against beneficiary and Motleys (or the employees or agents of either of them) relating in any way to (a) the sale, (b) the property offered for sale, (c) any condition or aspect of such property that may not be in compliance with any federal, state, or local law, regulation, or ruling including, without limitation, any laws, regulations, and rulings relating to environmental contamination or hazardous waste, and/or (d) any documents, reports, complications, financial statements, projections, surveys, or any other documents delivered to such successful participant by Motleys, and/or the beneficiary, or the agents or employees of either of them (collectively, the “Accommodation Documents”). The successful participant must acknowledge and agree that the beneficiary, Motleys, and the agents or employees of any of them have not made and do not make and have disclaimed any and all representations or warranties regarding the truth, accuracy, or completeness of any of the documents provided the successful participant relating to the property purchased or the sources thereof and that such documents were provided solely as an accommodation to such successful participant.

Agency Disclosure: In all transactions, Motleys is acting as an agent for the Seller, not as a Buyer’s Agent. Motleys reserves the right to remove or cancel the bids and or bidding rights and privileges of any party, deemed not to be in the best interest of the Seller, at any time. Motleys reserves the right to bid on behalf of the Seller.

Governmental Authorizations: The successful participant for the real property will be responsible for obtaining, at its expense, the approval for any license, privilege, permit, or right necessary to improve, renovate, and/or develop the real property, or to construct, improve, and/or alter any improvements on the real property, and such successful participant will be responsible for the fulfillment of any conditions imposed or required for such approvals. The sale will be final whether any such approvals are obtained of any necessary or desirable licenses, permits, privileges, or rights.

Megan’s Law Disclosure: Interested parties should exercise whatever due diligence they deem necessary with respect to information on registered sexual offenders who might live near a property being offered for sale. Such information may be obtained by contacting your local police department

or the Department of State Police.

Online Offers: Motleys is not responsible for failing to execute offers due to participants' technological difficulties.

Technical Issues: Neither the company providing the software, nor Motleys shall be held responsible for a missed bid or the failure of the software to function properly for any reason. In the unfortunate event of a Distributed Denial of Service [DDOS] attack or server attack/shut down, Motleys reserves the right, but is not required, to extend bidding time. To minimize the chance of being affected by internet or software issues, please use the "Max Bid" feature. Please contact Tim Shelton/Bid Wrangler @ 844-296-8727 if you need assistance with the online bidding platform.

Contact Information:

Ernie Rogers - ERogers@Motleys.com 804-334-4558

Carly Stratton - CStratton@Motleys.com 804-335-9994

By bidding at this sale, the Buyer hereby acknowledges receipt of and agrees to all these Terms and Conditions. I hereby acknowledge receipt and agree to these terms:

Signature _____

Date _____

7701 Sweetbriar Rd, Henrico, VA 23229-6621, Henrico County

	Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
	3	1,248	11,325	N/A
	Baths	Yr Built	Type	Sale Date
	2	1950	SFR	07/1990

OWNER INFORMATION			
Owner Name	Tucker Phyllis G	Mailing Zip	23229
Owner Name 2		Mailing Zip + 4 Code	6621
Mailing Address	7701 Sweetbriar Rd	Owner Occupied	Yes
Mailing City & State	Henrico, VA	No Mail Flag	

LOCATION INFORMATION			
Municipality	Henrico	Zoning	R3
MLS Area	22	Location Influence	
Magisterial	Tuckahoe	Topography	
Subdivision	Rollingwood	Census Tract	2002.02
Zip Code	23229	Neighborhood Name	
Zip + 4	6621	Parcel Comments	
Carrier Route	C047		

TAX INFORMATION			
PID	759-739-8588	Block	
Old Map #	0101-15-00000J-000002-1	Lot	2
Parcel ID	7597398588	Exemption(s)	
% Improved	64%		
Legal Description	ROLLINGWOOD TR J LT 2 84 B2 7		

ASSESSMENT & TAX			
Assessment Year	2020	2019	2018
Assessed Value - Total	\$317,700	\$296,300	\$288,700
Assessed Value - Land	\$115,000	\$102,000	\$98,000
Assessed Value - Improved	\$202,700	\$194,300	\$190,700
Market Value - Total	\$317,700	\$296,300	\$288,700
Market Value - Land	\$115,000	\$102,000	\$98,000
Market Value - Improved	\$202,700	\$194,300	\$190,700
YOY Assessed Change (%)	7.22%	2.63%	
YOY Assessed Change (\$)	\$21,400	\$7,600	
Tax Year	Total Tax	Change (\$)	Change (%)

CHARACTERISTICS			
Lot Acres	0.26	Heat Type	Radiant
Lot Sq Ft	11,325	Heat Fuel Type	
Lot Frontage	94	Garage Type	
Lot Depth	115	Parking Type	
Lot Shape		Garage Capacity	
Total Units		Garage Sq Ft	
Land Use - County	Res-Subd(1 Fam)	Garage 2 Sq Ft	
Land Use - CoreLogic	SFR	Attic Type	
Land Use - Category		Area of Attic	
Style	Ranch	Roof Type	
Stories	1	Roof Material	Composition Shingle
Year Built	1950	Roof Frame	
Effective Year Built	1964	Roof Shape	
Bldg Area - Finished Sq Ft	1,248	Interior Wall	
Bldg Area - Heated Sq Ft		Exterior	Wood Siding

MLS Listing Price

MLS Orig Listing Price

MLS Close Date

MLS Listing Close Price

MLS Listing Expiration Date

MLS Off Market Date

MLS Status

LAST MARKET SALE & SALES HISTORY

Recording Date	07/1990	Owner Name 2	
Settle Date	07/1990	Multi/Split Sale	
Sale Price		Document Number	2253-1359
Price Per Square Foot		Deed Type	Deed (Reg)
Seller		Title Company	
Owner Name	Tucker Phyllis G		

Recording Date 07/1990

Sale/Settlement Date **07/1990**

Sale Price

Nominal

Buyer Name **Tucker Phyllis G**

Buyer Name 2

Seller Name

Document Number **2253-1359**

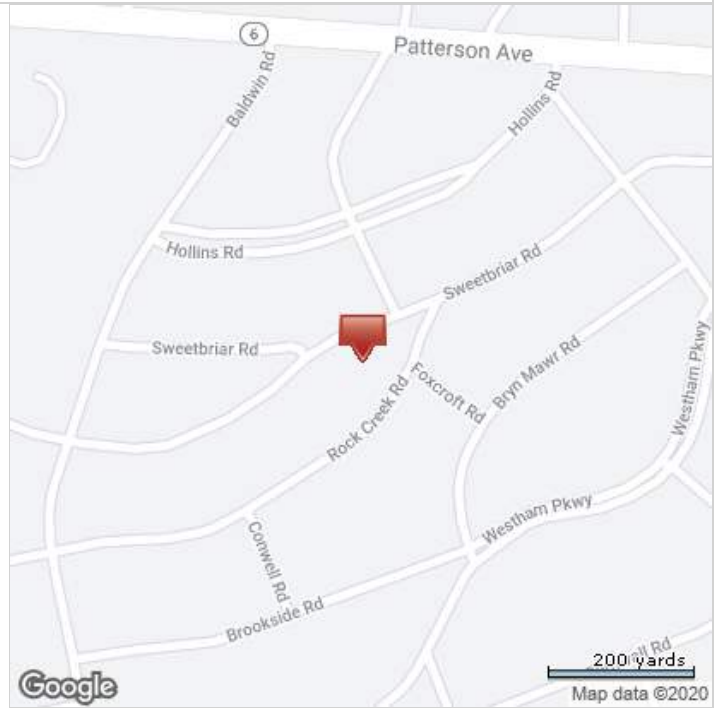
Document Type **Deed (Reg)**

Title Company

MORTGAGE HISTORY

Mortgage Date	02/05/2013	12/02/2002	05/10/2001
Mortgage Amount	\$86,000	\$86,000	\$50,000
Mortgage Lender	Union First Market Bk	First Market Bk Fsb	Wachovia Bk
Mortgage Term			15
Mortgage Term			Years
Mortgage Int Rate			
Mortgage Int Rate Type			
Mortgage Purpose	Refi	Refi	Refi
Mortgage Type	Conventional	Conventional	Conventional
Mortgage Doc #	5095-1370	3351-1845	3098-1565
Title Company			

PROPERTY MAP



*Lot Dimensions are Estimated







3600 Deepwater Terminal Road
Richmond, VA 23234 804-232-3300 VAAF 16

PURCHASE AGREEMENT OF SALE

THIS AGREEMENT made _____ between _____
the "Buyer" and Louise Anderson, Executor for the Estate of Phyllis G. Tucker the "Seller", and
MOTLEY'S AUCTIONS, INC. trading as MOTLEYS ASSET DISPOSITION GROUP(Motley's) (V.A.A.L. No. 16; Real
Estate License No. 0226 005928), "Auction Firm."

In consideration of the deposit in the sum of \$ _____ in cash or certified funds, receipt of which is
acknowledged, the Buyer agrees to buy, and the Seller agrees to sell the below property for:

High Bid: \$ _____

Plus 10% Buyer's Premium \$ _____
(10% or \$2500, whichever is
greater)

Purchase Price: \$ _____

The Purchase Price of the Property is:

(\$ _____) _____

A 10% Buyer's Premium will be remitted to Motleys within 3 business days of the sale date in the amount
of \$ _____ which shall be applied to the Purchase Price.

Address: 7701 Sweetbriar Road, Henrico, VA 23229

Parcel ID: 759-739-8588

Legal Description: ROLLINGWOOD TR J LT 2 84 B2 7

DEED AND TITLE. Said premises are to be conveyed by Marketable Deed from all owners of record. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority now in force or which may be passed prior to final settlement, under the following terms and conditions:

1. DEPOSIT. A \$ _____ deposit is to be paid by a cashier's check or personal/company check with the bank letter of guarantee on auction date, any balance of 10% of the high bid is to be paid within three (3) business days of the date of this agreement, the sum of which shall be applied to the purchase price upon compliance by Buyer(s) with the Agreement. The Buyer's Deposit shall be held by Motleys Asset Disposition Group (Motley's) in an interest-bearing escrow account with all interest accruing to the benefit of escrow agent.

2. BALANCE OF PURCHASE PRICE AT SETTLEMENT. The balance of the purchase price shall be paid by a cashier's check or cash at the time of final settlement and delivery of deed.

Final settlement shall take place on _____
at the closing agent's office of _____

3. FINANCING. This property is not being sold subject to financing.

4. COMMISSIONS. Buyer acknowledges and understands that the Buyer's Premium on the sale is a commission to Auction Firm and is deemed earned by the Auction Firm when this Agreement is accepted. The Buyer's Premium shall be paid to Auction Firm at Settlement.

5. TITLE. Except as may be otherwise provided in this agreement, the title to said premises shall be good and marketable or such as will be insured at regular rates by a responsible Title Insurance Company. The cost for title search will be paid for by the Buyer. If a defect is found which can be remedied by legal action or otherwise 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 sixty (60) days after scheduled date of closing, then this Contract may be terminated by either Seller or Buyer at the expiration of such sixty (60) day period, at which time the Deposit shall be returned to Buyer. Upon the return of the Deposit, this Contract shall be terminated and shall be deemed to be null and void; neither Seller nor Buyer shall have any claim against the other or against Auction Firm by reason of this Contract. Buyer may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph. If title, in accordance with this agreement, cannot be conveyed by Seller; Buyer shall have the option of taking such title as Seller can give without abatement of price or, in the alternative, of being repaid all money paid on account of the purchase price. In the latter event, Seller's, and Auction Firm's liability hereunder to the Buyer shall absolutely cease.

6. APPORTIONMENTS. Real estate taxes, water charges, sewer charges, current property rent, condominium or POA fees, and other charges, if any, shall be apportioned to the date of final settlement based on the imposing authority's fiscal year.
7. POSSESSION. Possession shall be solely the responsibility of the Buyer.
8. TRANSFER TAXES. The Buyer shall pay all state, county, city and local transfer taxes imposed upon this sale, including the Grantor's Tax.
9. WORK DONE OR ORDERED. Seller shall not be liable for any work done or ordered to be done after the date of this agreement by any municipal or other public authority, or for any notice issued after the date of this agreement by any municipal or other public authority, upon or about said premises. Buyer agrees to take title subject to any lien that may be recorded because of any of the foregoing and to any such notice issued after the date of this agreement.
10. PREPARATION OF DOCUMENTS. The deed shall be prepared by Seller at Seller's expense and acknowledged and recorded at the expense of Buyer. Buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.
11. DEFAULT BY BUYER. Should Buyer fail to close as provided in this Agreement, Buyer will be in default. Upon default by Buyer, Seller's, and Motley's liability hereunder to Buyer shall absolutely cease, and Motley's shall be entitled to retain the Buyer's Deposit. If Buyer has not paid the Buyer's Deposit in full or if Motley's has incurred any expenses due to default by Buyer, and Buyer has made payment(s) to Seller, then, upon notice from Motley's to the Seller, any payment(s) by Buyer to Seller ("Payments to Seller") shall be remitted to Motley's by the Seller and shall be subject to use as reimbursement to Motley's for any expenses incurred by Motley's due to default of Buyer. The Buyer's Deposit and the Payment to Seller shall be apportioned to Motley's and Seller in the following manner: Motley's will retain the amount it would have received as the Buyer's Premium at settlement plus compensation for any expenses it incurred due to default by Buyer, and Seller will retain the remainder.

Additionally, Motley's may resort to any other action or remedy in law or equity that may be available.
12. PLANS OR SURVEY. If reference is made in this agreement to a plan or survey for the description of said premises, this agreement, and the conveyance of said premises are subject to all conditions and facts shown on the plan or survey.
13. ADVERTISEMENTS. Buyer acknowledges that lot sizes, area of lots and plans of lots set forth in any circular and other advertising of this sale may not be accurate and that in signing this agreement Buyer relied on the description or plan set forth or referred to in this agreement and not upon any circular or other advertising of this sale.

14. SELLER'S AGENT ONLY. Buyer acknowledges that Motley's is the agent for Seller only, and it is understood and agreed that Motley's shall not be held liable to the Buyer, either directly or indirectly, for breach of any provision of this Agreement. If Motley's is found liable to the Buyer, then the extent of Motley's liability shall be limited to the amount of any funds paid to Motley's under this Agreement.
15. ADDITIONALLY, BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF, AND HAVE COMPLETED THEIR RESPECTIVE PORTIONS OF, THE RESIDENTIAL PROPERTY DISCLAIMER STATEMENT, REQUIRED DISCLOSURE OF BROKERAGE RELATIONSHIP, AND IF APPLICABLE (FOR HOUSES BUILT PRIOR TO 1978), DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FORM, WHICH ARE INCORPORATED HEREIN BY REFERENCE HERETO. BUYER FURTHER ACKNOWLEDGES RECEIPT AND COMPLETION OF THE BID PACKAGE FOR THIS PROPERTY AND THE "IMPORTANT NOTICES FOR ALL PURCHASERS OF RESIDENTIAL REAL ESTATE" FORM, AND AGREES HE/SHE HAS SUBMITTED THAT FORM TO MOTLEY'S WITH HIS/HER SIGNATURE, AND, IF NOT, AGREES TO WAIVE RIGHTS TO ALL NOTICES AND DISCLOSURES THAT FORM, AND THE BID PACKAGE CONTAIN AND RELINQUISHES ALL CAUSES OF ACTION BASED ON FAILURE TO DISCLOSE ANY OF THE INFORMATION CONTAINED THEREIN.
16. ACKNOWLEDGMENTS. Buyer acknowledges that the Property is being offered for sale "AS IS" and will convey in "AS IS" condition, without warranty expressed or implied as to the condition of the premises.
17. TIME IS OF THE ESSENCE. All Times herein shall be of the essence of this agreement. If Buyer does not close on time, Buyer shall be liable to the Auction Firm in the amount of \$80.00 for each day that closing does not occur as scheduled herein as an administrative late fee. The parties agree and acknowledge that such amount shall be for reimbursement of administrative expenses incurred by Motley's because of such delay and is not a penalty. The sum of such expenses may be deducted from the Buyer's deposit and any deficit of deposit will be paid at closing.
18. RISK OF LOSS. Seller assumes until settlement, all risks of loss or damage to the property by fire, windstorm, casualty, or other cause.
19. AGREEMENT OF SALE. Agreement of Sale shall be construed, interpreted, and applied according to the laws of Virginia, and it shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. This is a legally binding contract and if not understood, competent advice should be sought before it is signed.
20. FAX/ELECTRONIC AGREEMENT. Buyer and Seller agree that a facsimile/electronic transmission of any original document shall have the same effect as an original. When a facsimile copy has been signed, any signature and/or initials required on an original shall be completed prior to closing.

21. PLEASE NOTE: THIS ENTIRE AGREEMENT IS MADE AT THE FALL OF THE HAMMER. THE TERMS AND CONDITIONS CONTAINED IN THE BID PACKAGE ARE INCORPORATED HEREIN AND MADE A PART HEREOF. IN THE EVENT THAT THIS AGREEMENT CONTRADICTS THE TERMS AND CONDITIONS, THIS AGREEMENT SHALL TAKE PRECEDENCE.

22. ENTIRE AGREEMENT. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO PRIOR AGREEMENT OR REPRESENTATION OF ANY KIND, AND NO CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OR REPRESENTATION AND NO DEALING BETWEEN THE PARTIES OR CUSTOM SHALL BE PERMITTED TO CONTRADICT, VARY OR ADD TO THE TERMS AND CONDITIONS OF SALE. THE AGREEMENT HERewith, MAY NOT BE ASSIGNED BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER AND MOTLEY'S.

23. The Seller of this property has 5 business days in which to approve the offer. If offer is not approved, then the Auction Firm will refund to the Buyer its deposit within 10 business days of the auction.

24. 1031 TAX EXCHANGE. By signing below, the Purchaser agrees to sign any additional documents as may be necessary for Seller to facilitate a 1031 Tax Exchange.

25. BUYER'S INSPECTION, DISCLOSURES, REPRESENTATIONS AND WARRANTIES: Buyer agrees, acknowledges and warrants without limitation to seller and Auctioneer/Broker, and their agents, affiliates, officers, employees and representatives: that it was Buyer's sole responsibility to inspect the Property prior to bidding to determine the location of structures, easements, improvements, inhabitability, use and suitability or to determine any other matters relevant to Buyer's decision to purchase; that the Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Auctioneer/Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

APPROVED:

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date
Motleys Asset Disposition Group:		Telephone Number	
By:	Date	Email Address	



REAL ESTATE REGISTRATION FORM



Full Name: _____ Bidder #: _____

E-mail Address: _____

Street Address: _____

City & State: _____ Zip Code: _____

Area Code & Telephone: _____ Driver's License #: _____

How did you hear about our sale?

- Currently On Email List Email Facebook/Social Media
- Our Website Internet Search Friend

Mailing List Interests

- Real Estate Vehicles Industrial Equipment & Trucks

I personally guarantee payment and personally agree to and understand all Terms and Conditions of this sale as set forth in the Terms and Conditions or announcements made by sales staff. Prior to the start of bidding, I have had the opportunity to inspect the Property and all Public Records related thereto and to review with an attorney all documents related to the Property, including this Bidder Registration Form. I further understand that I am liable for payment of all real estate purchased on my Bidder Number and that Motley's Auctions, Inc. (Motleys) has the right to pursue the legal means necessary to collect any funds due and that I am personally liable for any costs incurred in the collection of said funds (i.e., expenses of re-selling the property, any deficit realized on a re-sale from the original selling price, any commission to Motleys, the original sales price, Buyer's Premium, and deposits paid, plus any attorney's fees, court costs, and all incidental damages or charges involved). I irrevocably submit to the jurisdiction of the Circuit Court of the County of Henrico, Virginia, for all actions brought by Motleys to collect any sum due under this Agreement. I agree that any dispute arising out of this sale shall be resolved solely by final and binding arbitration held in the County of Henrico, Virginia, under the Real Estate Industry Arbitration Rules of the American Arbitration Association. Bidder and Purchaser acknowledge that disclosure of the brokerage relationship, if any, was made to them by the signing of this form. Motleys is the agent for the Seller. Payment must be in the form of Cash, Approved Credit Card, Money Order, Cashier's Check or Personal/Company Check, accompanied by Bank Letter of Guarantee or prior approval, in order to register. **A Buyer's Premium applies to this Sale.**

Printed Name _____

Signature _____

Date _____

NAME AS IT IS TO APPEAR ON THE PROPERTY DEED: _____

I am represented by a Broker. BROKER'S NAME: _____

If represented by a Broker, Broker must sign and submit Broker Participation Form, Bidder Confirmation Form, as well as accompany buyer to sale, in order to qualify for cooperating fee.

DEPOSIT CONFIRMED (Office Use Only)			
Cash	Credit Card	Cashier's Check	TOTAL RECEIVED
\$	\$	\$	\$

Online Registrants - REMIT TO: cstratton@motleys.com

BROKER PARTICIPATION ACKNOWLEDGMENT FORM

REMIT TO: MOTLEYS ASSET DISPOSITION GROUP Phone: (804) 655-2422
3600 Deepwater Terminal Road Email: realestate@motleys.com
Richmond, VA 23234 Fax: (804) 232-3301

AUCTION DATE _____

AUCTION PROPERTY ADDRESS _____

BUYER NAME _____

BUYER ADDRESS _____

BUYER PHONE # _____

It is understood and agreed that the Broker commission structure will be based on the stated Terms and Conditions of sale of the above referenced auction and that said commission will be based on the successful high bid (the Hammer Price)* on the property. Commission is to be paid only to the licensed Real Estate Broker named herein upon closing, where permitted by law, if the above named Buyer is the high bidder at auction and the subject property is sold to the same buyer. Only the first registration of a prospective bidder received will be honored. Brokers/Real Estate Agents may not represent themselves as a buyer. The intent of this broker co-op arrangement is to encourage Realtors to find potential purchasers for the auction. Persons not originally represented by a Broker who have contacted the auction and requested information will be ineligible for subsequent broker co-op. **BROKER PARTICIPATION FORMS MUST BE RECEIVED 24 HOURS PRIOR TO AUCTION!** A 2% Broker Participation Fee will be paid to brokers who represent the winning bidder on the property, if broker complies with all the terms and conditions of this agreement and the sale. In the event a commission reduction is required to consummate a sale, Motley’s reserves the right to proportionately reduce the commission. For a Broker Participation fee to be paid & be qualified, the high bid of the property must be \$20,000.00 or higher.

Brokers must be present at the auction and assist their Buyers during the auction, in which their Buyers are the successful bidders, and in the preparation of the agreement of sale to receive said commission. No commission will be paid to Brokers on any sale to an entity of which (or any affiliate of which) they are principals, employees or affiliates, or immediate family members. No Broker Acknowledgment Forms will be accepted at the auction site.

Broker Name Printed Agent Name Printed

Broker Signature Date Agent Signature Date

Broker License No. _____ Agent License No. _____

Real Estate Agency _____

Real Estate Agency’s Address _____

Phone: _____ Fax: _____

Prospective Buyer(s) Signature Date

RECEIVED BY: MOTLEYS ASSET DISPOSITION GROUP

Motley’s Representative: Date: Time:

*High bid is defined as purchase price less Buyer’s Premium, if applicable, or the Hammer Price.
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