

3600 Deepwater Terminal Rd. Richmond, VA 23234 804-486-4555 804-334-4558 www.Motleys.com VAAF 16

## **Bidder Information Packet**



Online Real Estate Auction

# Two Single Family Homes and a Residential Lot | Clifton Forge, VA | Online Auction!

Bidding begins on Wednesday, January 19th at 12:00 PM Bidding ends on Thursday, January 20th at 6:30 PM



3600 Deepwater Terminal Rd. Richmond, VA 23234 804-486-4555 www.Motleys.com

#### **Property Information Sheet**

Auction Type: Online Real Estate Auction

Property Addresses: Property 1: 224 Alleghany St, Clifton Forge, VA 24422,

Property 2: 643 Jefferson Ave, Clifton Forge, VA 24422, Property 3: 4101 Forty Two Rd, Clifton Forge, VA 24422

Date & Time of Sale: Online Bidding will begin on Wednesday, Jan 19, 2021 @ 12:00 PM

EDT Online Bidding will end on Thursday, Jan 20, 2021 @ 6:30 PM

EDT

Property Type/Zoning: Property 1: Two-Story Single-Family Home, 3BR/2BA, 2,295 SF, .17, Zoned CFR1

Property 2: One-Story Single-Family Home, 2 BR / 1 BA, 990 SF, .11 AC, Zoned CFR2

Property 3: .47 AC Vacant Land, Zoned AR

**Tax Parcel ID:** Property 1: 12900-01-015-0100

Property 2: 11700-01-259-0170 Property 3: 03000-00-000-0410

Tax Assessment: Property 1: Land: \$3,000 Improvements: \$32,400 Assessed Total: \$35,400

Property 2: Land: \$4,000 Improvements: \$29,100 Assessed Total: \$33,100

Property 3: Land Assessed Total: \$1,400

Annual Taxes: Property 1: \$258

Property 2: \$242 Property 3: \$10

#### Terms and Conditions:

- 1. Ownership will be conveyed by a General Warranty Deed.
- 2. There is a 10% buyer's premium (*THE MINIMUM BUYER'S PREMIUM IS* \$2,500 for properties selling for less than \$25,000) which is added to the highest bid to determine the final contract price.
- 3. If you are the successful high bidder, a minimum deposit of \$25,000 will be due following the sale (see full terms).
- 4. The 10% buyer's premium will be due within 3 days of the conclusion of the sale.
- 5. Closing/Settlement will take place within 30 days of the sale.
- 6. A Cooperating Broker Fee of up to 2% will be paid to any eligible broker/agent. Please see the Broker Participation Form. Brokers must pre-register 24 hours prior to the sale and must be present at the sale and accompany their buyer through the sale, contract signing and closing process.
- 7. All properties are sold "AS-IS, WHERE-IS" with all faults.
- 8. For specific questions, please call Ernie Rogers: 804.334.4558

9. Additional information can be found at Motleys.com.

## 10. ALL INFORMATION IS DEEMED RELIABLE BUT IS NOT GUARANTEED.





#### **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.

**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) hours prior to the end of the sale. A TEN PERCENT (10%) buyer's premium (*THE MINIMUM BUYER'S PREMIUM IS \$2,500 for properties selling for less than \$25,000*) 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 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 three business days of the sale if it is not fulfilled with the initial \$5,000.00 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.

\*Please bring a check/checkbook to the sale event. All winning bidders will be requested to pay an initial \$1,000 deposit to Motleys Asset Disposition Group.\*

Administrative Fee: In the event a winning bidder fails to submit the signed contract and the initial earnest money deposit of \$5,000 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 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 denies 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.

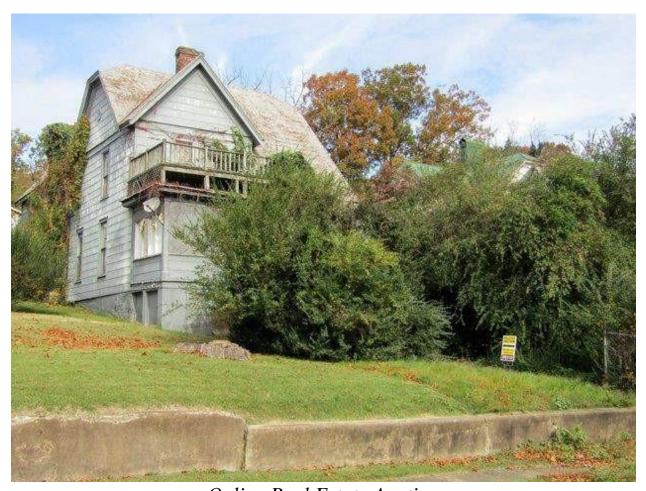
**Technical Issues:** Neither the company providing the software, nor Motleys shall be held responsible for a missed bid or the failure of the software to function properly for any reason. In the unfortunate event of a Distributed Denial of Service [DDOS] attack or server attack/shut down, Motleys reserves 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.

| By bidding at this sale | , the Buyer | hereby ac   | knowled  | lges r | eceipt of | and | agrees t | to all | these | Terms | and |
|-------------------------|-------------|-------------|----------|--------|-----------|-----|----------|--------|-------|-------|-----|
| Conditions. I hereby a  | cknowledge  | e receipt a | nd agree | e to t | hese tern | ns: |          |        |       |       |     |

| Signature    | Date        |
|--------------|-------------|
| <del>-</del> | <del></del> |



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Online Real Estate Auction

# Property 1: 224 Alleghany St, Clifton Forge, VA 24422

Bidding begins on Wednesday, January 19th at 12:00 PM Bidding ends on Thursday, January 20th at 6:30 PM

#### **Tax Property 360 Property View**

## 224 Alleghany St, Clifton Forge, VA24422-1255, Alleghany County

Tax

#### **Owner Information**

Owner Name: Sonabank Mailing Address: PO Box 2075
Mailing City & State: Ashland Va Mailing Zip: 23005

Mailing ZIP + 4 Code: **5075** 

#### **Location Information**

Magesterial:Town Clifton ForgeZip Code:24422Zip + 4:1255Carrier Route:C003

Zoning: CFR1 Topography: ABOVE STREET
Census Tract: 070100 Parcel Comments: 2 ELECTRIC

METERSAPPEARS VACANT

2018

#### **Estimated Value**

Value As Of: **11/01/2021** 

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 60 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

#### **Tax Information**

PID: 12900-01-015-0100 Old Map #: 17730
Parcel ID: 12900010150100 % Improved: 92

Legal Description: C & O D 10-15 Y 1907 50 X 150' 224 ALLEGHANY ST

#### **Assessment & Taxes**

| Assessment Year           | 2021     | 2020     | 2019     |  |
|---------------------------|----------|----------|----------|--|
| Assessed Value - Total    | \$35,400 | \$35,400 | \$35,400 |  |
| Assessed Value - Land     | \$3,000  | \$3,000  | \$3,000  |  |
| Assessed Value - Improved | \$32,400 | \$32,400 | \$32,400 |  |
| Market Value - Total      | \$35,400 | \$35,400 | \$35,400 |  |
| Market Value - Land       | \$3,000  | \$3,000  | \$3,000  |  |
| Market Value - Improved   | \$32,400 | \$32,400 | \$32,400 |  |
| YOY Assessed Change (\$)  | \$       | \$       |          |  |
| YOY Assessed Change (%)   | 0%       | 0%       |          |  |
| Tax Year                  | 2020     | 2019     | 2018     |  |
| Total Tax                 | \$258    | \$258    | \$359    |  |
| Change (\$)               | \$       | -\$100   |          |  |
| Change (%)                | 0%       | -28%     |          |  |

#### **Characteristics**

| Lot Acres:                   | 0.170                        | Lot Frontage:                 | 50                              |
|------------------------------|------------------------------|-------------------------------|---------------------------------|
| Lot Depth:                   | 150                          | Land Use - County:            | <b>Multi Family Residential</b> |
| Land Use - CoreLogic:        | <b>Multi Family Dwelling</b> | Stories:                      | 2.0                             |
| Year Built:                  | 1907                         | Building Sq Ft:               | 2,295                           |
| Bldg Area - Total Sq Ft:     | 2,295                        | Bldg Area - Main Floor Sq Ft: | 1,105                           |
| Bldg Area - Ground Fl Sq Ft: | 1,190                        | Above Gnd Sq Ft:              | 2,295                           |
| Basement Type:               | Cellar                       | Total Rooms:                  | 8.000                           |
| Bedrooms:                    | 3                            | Baths - Total:                | 2                               |
| Baths - Full:                | 2.000                        | Heat Type:                    | Forced Air                      |
| Heat Fuel Type:              | GAS                          | Garage Capacity:              | 0                               |
| Roof Type:                   | GABLE                        | Roof Frame:                   | METAL                           |
| Roof Shape:                  | GABLE                        | Interior Wall:                | PANELLED                        |
| Exterior:                    | Asbestos                     | Floor Cover:                  | WOOD                            |
| Foundation:                  | Brick                        | Water:                        | PUBLIC                          |
| Sewer:                       | Public Service               | Electric Service Type:        | TYPE UNKNOWN                    |

Condition: Fair Porch Type: Enclosed Porch

Patio Type: Deck Patio/Deck 2 Area: 66
Porch: Enclosed Porch Porch 1 Area: 396

**Building Size** 

#### **Building Features**

**Building Description** 

| Feature Type     | Unit | Size/Qty | Width | Depth | Year Built | Value   |
|------------------|------|----------|-------|-------|------------|---------|
| Dwelling Old     |      |          |       |       |            | \$3,500 |
| Fence-Chain Link |      |          |       |       |            |         |

**BASE SECTION** 2,210 **ENCLOSED PORCH** 396 **SCREEN PORCH** 66 **ADDITION** 28 **ADDITION 57 PORCH** 84 **ENCLOSED PORCH** 126 **DECK** 108 **CANOPY** 144

History

#### **Sale History from Public Records**

| Rec. Date Sale Date Sale Price | Sale Price<br>Hist | Nom. | Buyer Name(s)  | Buyer Name(s) 2 Seller Name(s) Doc. # | Document Type Title Company |
|--------------------------------|--------------------|------|----------------|---------------------------------------|-----------------------------|
| 04/17/20 04/17/20              |                    | Υ    | Zierler Adam T | Gqz Properties 71<br>Llc              | Deed (Reg)                  |
| 12/10/02 \$55,300              | \$55,300           |      | Gqz Properties | Jackson James 3965<br>F               | Deed (Reg)                  |

#### Parcel Map







# Search Criteria Street Number is like '224\*' Street Name is like 'alleghany\*' Selected 1 of 1 result.

# County of Alleghany, Virginia

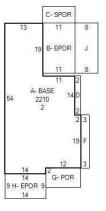
Tax Map: 12900-01-015-

0100

**Property Address:** 224 **ALLEGHANY** 

Account #: 17730 **Election District:** 

Town of Clifton Forge





#### **General Information**

| Owner's Name:      | GQZ PROPERTIES, LLC<br>C/O ZIERLER, ADAM T & OTHS     |
|--------------------|---|
| Mailing Address:   | 8951 RICH PATCH ROAD                                  |
|                    | COVINGTON, VA 24426                                   |
| Legal Description: | C & O D 10-15<br>Y 1907 50 X 150'<br>224 ALLEGHANY ST |
| Zoning:            | CFR1  |
| Year Built:        | 1907  |
| Acreage:           |   |

#### **Assessment Information**

| Land Value:       | \$3,000  |
|-------------------|----------|
| Improvement:      | \$32,400 |
| Total Value:      | \$35,400 |
| Prior Assessment: | \$47,500 |
| Sales Price:      | \$       |

#### **Sale Information**

| Transfer Date:     | 4/17/2020           |
|--------------------|---------------------|
| Grantor:           | GQZ PROPERTIES, LLC |
| Deed Book:         |                     |
| Deed Page:         |                     |
| Plat Book:         |                     |
| Plat Page:         |                     |
| Instrument Number: | 2020-71             |

#### **Other Information**

| Fire Place:        |   |
|--------------------|---|
| Stacked Fireplace: |   |
| Flues:             | 1 |
| Metal Flues:       |   |
| Stacked Flues:     |   |
| Inop. Flues/FP:    |   |

#### **Details**

#### **Exterior Information**

| Year Built :   | 1907     |
|----------------|----------|
| Occupancy      | Dwelling |
| Type:          |          |
| Foundation:    | Brick    |
| Ext. Walls:    | Asbestos |
| Roofing:       | Metal    |
| Roof Type:     | Gable    |
| Garage:        | None     |
| Garage - # of  |          |
| Cars:          |          |
| Carport:       | None     |
| Carport - # of |          |
| Cars:          |          |

#### **Interior Information**

| Story Height:         | 2            |
|-----------------------|--------------|
| # of Rooms:           | 8            |
| # of Bedrooms:        | 3            |
| Full                  | 2            |
| <b>Bathrooms:</b>     |              |
| Half                  |              |
| Bathrooms:            |              |
| Floors:               | Wood, Carpet |
| <b>Building SqFt:</b> | 2,295        |
| Basement              |              |
| SqFt:                 |              |
| Finished              |              |
| Basement              |              |
| SqFt:                 |              |
| Interior Walls:       | Paneled,     |
|                       | Plaster      |
| Heating:              | Forced Air   |
| A/C:                  | No           |

#### **Utilities**

| Water:     | Public |
|------------|--------|
| Sewer:     | Public |
| Electric:  | Yes    |
| Gas:       | No     |
| Fuel Type: | Gas    |

#### **Site Information**

| Terrain Type: | CFR1          |
|---------------|---------------|
| Character:    | Above         |
| Right of Way: | Rolling/Slopi |
|               | ng            |
| Easement:     | Public        |

# **County of** Alleghany, Virginia

#### **Legend**

Parcel Boundaries WVS\_Centerlines (12,000) WVS\_Centerlines (12,000)

> Interstate **US** Highway **VA Primary**

- WVS\_Centerlines Back (12,000) WVS\_Centerlines Back (12,000)
- Interstate
- **US** Highway
- VA Primary
- Others

Map printed from Alleghany

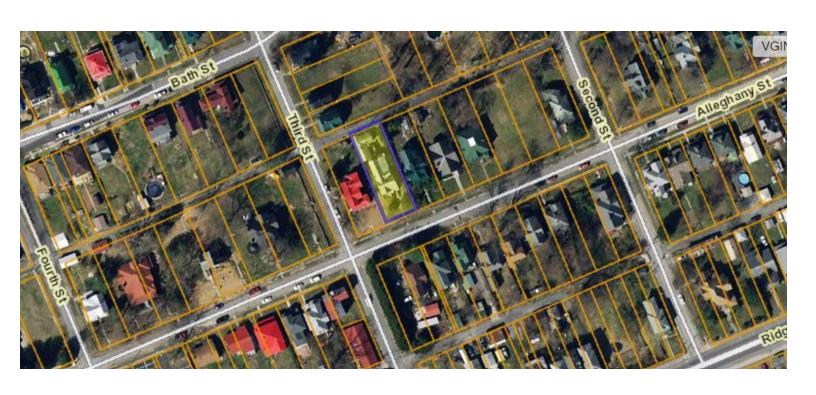
https://parcelviewer.geodecisions.com/Alleghany/





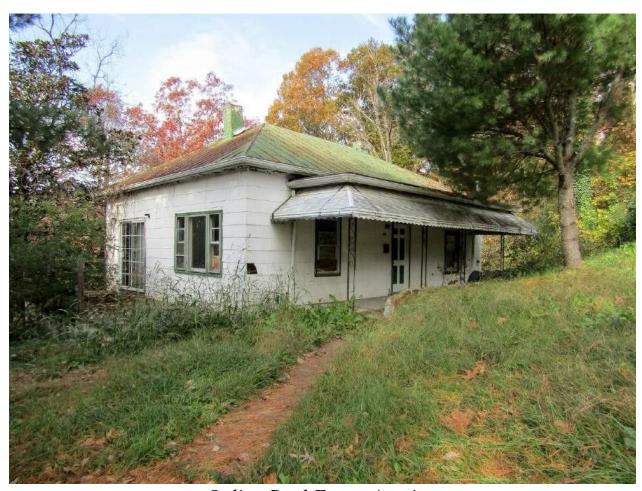
**Title: Parcel Boundaries** 

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and County of Alleghany is not responsible for its accuracy or how current it may be.





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Online Real Estate Auction

# Property 2: 643 Jefferson Ave, Clifton Forge, VA 24422

Bidding begins on Wednesday, January 19th at 12:00 PM Bidding ends on Thursday, January 12th at 6:30 PM

#### **Tax Property 360 Property View**

## 643 Jefferson Ave, Clifton Forge, VA24422-1714, Alleghany County

| Т |  |
|---|--|
|   |  |

| - |      |    | -  |      |    | 100 |     |
|---|------|----|----|------|----|-----|-----|
|   | VALE | OF | Ти | 110  | PR | 241 | on  |
| u | VVII |    |    | II U |    | alı | UII |

Owner Name: Sonabank Mailing Address: PO Box 2075
Mailing City & State: Ashland Va Mailing Zip: 23005

Mailing ZIP + 4 Code: **5075** 

#### **Location Information**

Magesterial:Town Clifton ForgeZip Code:24422Zip + 4:1714Carrier Route:C002

Zoning: CFR2 Topography: ABOVE STREET

Census Tract: 070100 Parcel Comments: STEEP/WOODED/ASSEMBL

#### **Estimated Value**

 Real AVM:
 \$54,500
 Real AVM Range High:
 \$63,765

 Real AVM Range Low:
 \$45,235
 Value As Of:
 11/01/2021

 Confidence Score:
 52
 Forecast Standard Deviation:
 17

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 60 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

#### **Tax Information**

PID: 11700-01-259-0150 Old Map #: 15631

Parcel ID: **11700012590150** 

Legal Description: C F CO 15-59-2 643 JEFFERSON AVE

#### **Assessment & Taxes**

| Assessment Year          | 2021    | 2020    | 2019        |  |
|--------------------------|---------|---------|-------------|--|
| Assessed Value - Total   | \$2,000 | \$2,000 | \$2,000     |  |
| Assessed Value - Land    | \$2,000 | \$2,000 | \$2,000     |  |
| Market Value - Total     | \$2,000 | \$2,000 | \$2,000     |  |
| Market Value - Land      | \$2,000 | \$2,000 | \$2,000     |  |
| YOY Assessed Change (\$) | \$      | \$      |             |  |
| YOY Assessed Change (%)  | 0%      | 0%      |             |  |
| Tax Year                 | 2020    | 2019    | 2018        |  |
| Total Tax                | \$15    | \$15    | <b>\$14</b> |  |
| Change (\$)              | \$      | \$      |             |  |
| Change (%)               | 0%      | 3%      |             |  |

#### **Characteristics**

Lot Acres: 0.110 Lot Frontage: 40

Lot Depth: Land Use - County: Vacant Residential

Land Use - CoreLogic: Residential (Nec) Garage Capacity: 0

History

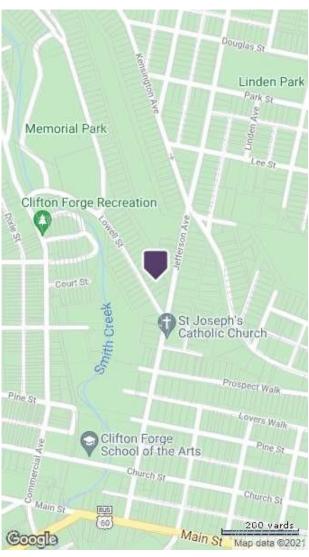
#### **Sale History from Public Records**

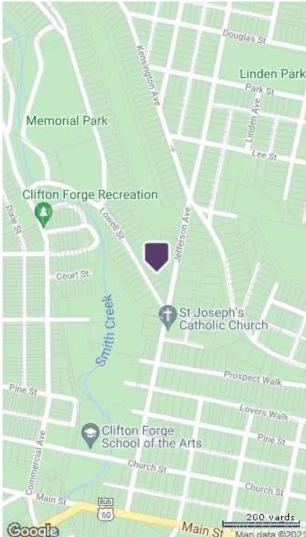
| Rec. Date | Sale Date S | Sale Price | Sale Price<br>Hist | Nom. | Buyer Name(s)  | Buyer Name(s) 2 S | Seller Name(s) Doc. #     | Document Type | Title<br>Company |
|-----------|-------------|------------|--------------------|------|----------------|-------------------|---------------------------|---------------|------------------|
| 04/17/20  | 04/17/20    |            |                    | Y    | Zierler Adam T |                   | Gqz Properties 71<br>Llc  | Deed (Reg)    | . ,              |
|           | 04/25/02    | \$61,200   | \$61,200           |      | Gqz Properties | (                 | Clark Daryl K 454-193 Dee | ed (Reg)      |                  |

Parcel Map

<sup>(3)</sup> The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.







#### Search Criteria Street Number is like '643\*' Street Name is like 'jefferson\*' Street Suffix is 'Avenue' County is 'Alleghany' Selected 1 of 4 results.



# County of Alleghany, Virginia

**Tax Map:** 11700-01-259-

0170

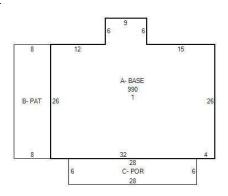
**Property Address:** 643

**JEFFERSON** 

AVE

Account #: 15633 Election District: Town of

Clifton Forge





#### **General Information**

| Owner's Name:      | GQZ PROPERTIES, LLC<br>C/O ZIERLER, ADAM T & OTHS       |
|--------------------|---|
| Mailing Address:   | 8951 RICH PATCH ROAD                                    |
|                    | COVINGTON, VA 24426                                     |
| Legal Description: | C F CO 17-59-2<br>643 JEFFERSON AVE<br>Y 1947 40 X 125' |
| Zoning:            | CFR2  |
| Year Built:        | 1947  |
| Acreage:           |   |

#### **Assessment Information**

| Land Value:       | \$4,000  |
|-------------------|----------|
| Improvement:      | \$29,100 |
| Total Value:      | \$33,100 |
| Prior Assessment: | \$34,800 |
| Sales Price:      | \$       |

#### **Sale Information**

| Transfer Date:     | 4/17/2020           |
|--------------------|---------------------|
| Grantor:           | GQZ PROPERTIES, LLC |
| Deed Book:         |                     |
| Deed Page:         |                     |
| Plat Book:         |                     |
| Plat Page:         |                     |
| Instrument Number: | 2020-71             |

#### **Other Information**

| Fire Place:        |  |
|--------------------|--|
| Stacked Fireplace: |  |
| Flues:             |  |
| Metal Flues:       |  |
| Stacked Flues:     |  |
| Inop. Flues/FP:    |  |

#### **Details**

#### **Exterior Information**

| 1947     |
|----------|
| Dwelling |
|          |
| Concrete |
| Asbestos |
| Metal    |
| Hip      |
| None     |
|          |
| None     |
|          |
|          |

#### **Interior Information**

| Story Height:          | 1            |
|------------------------|--------------|
| # of Rooms:            | 5            |
|                        | _            |
| # of Bedrooms:         | 2            |
| Full                   | 1            |
| Bathrooms:             |              |
| Half                   |              |
| Bathrooms:             |              |
| Floors:                | Wood, Carpet |
| <b>Building SqFt:</b>  | 990          |
| Basement               |              |
| SqFt:                  |              |
| Finished               | 176          |
| Basement               |              |
| SqFt:                  |              |
| <b>Interior Walls:</b> | Plaster      |
| Heating:               | Forced Air   |
| A/C:                   | No           |

#### Utilities

| Water:     | Public |
|------------|--------|
| Sewer:     | Public |
| Electric:  | Yes    |
| Gas:       | Yes    |
| Fuel Type: | Gas    |
|            |        |

#### **Site Information**

| Terrain Type: | CFR2          |
|---------------|---------------|
| Character:    | On            |
| Right of Way: | Rolling/Slopi |
|               | ng            |
| Easement:     | Public        |

# **County of** Alleghany, Virginia

#### **Legend**

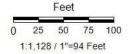
Parcel Boundaries WVS\_Centerlines (12,000) WVS\_Centerlines (12,000)

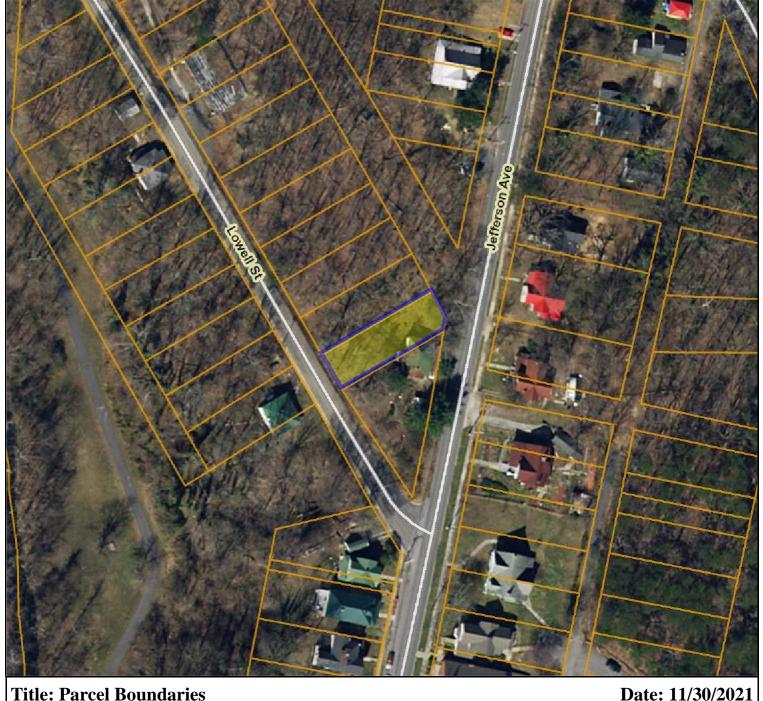
> Interstate US Highway **VA Primary**

- WVS\_Centerlines Back (12,000) WVS\_Centerlines Back (12,000)
- Interstate
- **US** Highway
- VA Primary
- Others

Map printed from Alleghany

https://parcelviewer.geodecisions.com/Alleghany/





**Title: Parcel Boundaries** 

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and County of Alleghany is not responsible for its accuracy or how current it may be.





3600 Deepwater Terminal Rd. Richmond, VA 23234 804-486-4555 804-334-4558 www.Motleys.com VAAF 16



Online Real Estate Auction

# Property 3: Residentially Zoned Lot Located at 4101 Forty Two Rd, Clifton Forge, VA 24422

Bidding begins on Wednesday, January 19th at 12:00 PM Bidding ends on Thursday, January 20th at 6:30 PM

#### **Tax Property 360 Property View**

| Tax   |  |   |                               |
|---|--|---|-------------------------------|
| Owner Information   |  |   |                               |
| Owner Name:   | <b>Gqz Properties Llc</b>                            | Mailing Address:  | 8951 Rich Patch Rd            |
| Mailing City & State:   | Covington Va   | Mailing Zip:  | 24426                         |
| Mailing ZIP + 4 Code:   | 6238   | Owner Occupied:   | A                             |
| Location Information  |  |   |                               |
| Magesterial:  | Sharon   | Zip Code:   | 24422                         |
| Zip + 4:  | 3111   | Carrier Route:  | R001                          |
| Zoning:   | AR   | Topography:   | ON STREET                     |
| Census Tract:   | 080100   | Parcel Comments:  | OLD QUARRY                    |
| Estimated Value   |  |   |                               |
| Real AVM:   | \$154,500  | Real AVM Range High:  | \$179,220                     |
| Real AVM Range Low:   | \$129,780  | Value As Of:  | 11/01/2021                    |
| Confidence Score:   | 57   | Forecast Standard Deviation:                                    | 16                            |
| PID:<br>Parcel ID:  | 03000-00-000-0410<br>0300000000410                   | Old Map #:  | 2815                          |
| Legal Description:  | .47 AC OLD LONGDALE FU                               | RNACE   |                               |
| Assessment & Taxes  |  |   |                               |
| Assessment Year   | 2021   | 2020  | 2019                          |
| Assessed Value - Total  | \$1,400  | \$1,400   |                               |
|   |  |   | \$1,400                       |
| Assessed Value - Land   | \$1,400  | · · ·   | \$1,400<br>\$1,400            |
|   | \$1,400<br>\$1,400                                   | \$1,400<br>\$1,400  | \$1,400<br>\$1,400<br>\$1,400 |
| Market Value - Total  |  | \$1,400   | \$1,400                       |
| Market Value - Total<br>Market Value - Land   | \$1,400  | \$1,400<br>\$1,400  | \$1,400<br>\$1,400            |
| Market Value - Total<br>Market Value - Land<br>YOY Assessed Change (\$)   | \$1,400<br>\$1,400                                   | \$1,400<br>\$1,400<br>\$1,400                                   | \$1,400<br>\$1,400            |
| Market Value - Total<br>Market Value - Land<br>YOY Assessed Change (\$)<br>YOY Assessed Change (%)  | \$1,400<br>\$1,400<br>\$                             | \$1,400<br>\$1,400<br>\$1,400<br>\$                             | \$1,400<br>\$1,400            |
| Market Value - Total<br>Market Value - Land<br>YOY Assessed Change (\$)<br>YOY Assessed Change (%)  | \$1,400<br>\$1,400<br>\$<br>0%                       | \$1,400<br>\$1,400<br>\$1,400<br>\$<br>0%                       | \$1,400<br>\$1,400<br>\$1,400 |
| Market Value - Total Market Value - Land YOY Assessed Change (\$) YOY Assessed Change (%) Tax Year Total Tax  | \$1,400<br>\$1,400<br>\$<br>0%<br>2020               | \$1,400<br>\$1,400<br>\$1,400<br>\$<br>0%<br>2019               | \$1,400<br>\$1,400<br>\$1,400 |
| Assessed Value - Land Market Value - Total Market Value - Land YOY Assessed Change (\$) YOY Assessed Change (%) Tax Year Total Tax Change (\$) Change (%) | \$1,400<br>\$1,400<br>\$<br>0%<br>2020<br>\$10       | \$1,400<br>\$1,400<br>\$1,400<br>\$<br>0%<br>2019<br>\$10       | \$1,400<br>\$1,400<br>\$1,400 |
| Market Value - Total Market Value - Land YOY Assessed Change (\$) YOY Assessed Change (%) Tax Year Total Tax Change (\$)                                  | \$1,400<br>\$1,400<br>\$<br>0%<br>2020<br>\$10<br>\$ | \$1,400<br>\$1,400<br>\$1,400<br>\$<br>0%<br>2019<br>\$10<br>\$ | \$1,400<br>\$1,400<br>\$1,400 |

Land Use - County: **Vacant Residential** Land Use - CoreLogic: Residential (Nec) Garage Capacity:

History

## **Sale History from Public Records**

| Rec. Date Sale Date Sale Price | Sale Price<br>Hist | Nom. | Buyer Name(s)         | Buyer Name(s) 2 Seller Name(s) Doo | c. # I | Document Type Title Company |  |
|--------------------------------|--------------------|------|-----------------------|------------------------------------|--------|-----------------------------|--|
| 04/17/20 04/17/20              |                    | Υ    | Zierler Adam T        | Gqz Properties 71<br>Llc           | ı      | Deed (Reg)                  |  |
| 10/02/02 \$83,200              | \$83,200           |      | Gqz Properties<br>Llc | Scott D H Jr 320                   | 09     | Deed (Reg)                  |  |

Parcel Map







Search Criteria
Street Number is like '4101\*'
Street Name is like 'forty \*'
Selected 1 of 1 result.

# County of Alleghany, Virginia

**Tax Map:** 03000-00-000-

0410

**Property Address:** 4101 FORTY

TWO RD

Account #: 2815 Election District: Sharon

#### **General Information**

| Owner's Name:      | GQZ PROPERTIES, LLC<br>C/O ZIERLER, ADAM T & OTHS |
|--------------------|---|
| Mailing Address:   | 8951 RICH PATCH ROAD                              |
|                    | COVINGTON, VA 24426                               |
| Legal Description: | .47 AC OLD LONGDALE<br>FURNACE                    |
| Zoning:            | AR  |
| Year Built:        | 0   |
| Acreage:           | .47   |

#### **Assessment Information**

| Land Value:       | \$1,400 |
|-------------------|---------|
| Improvement:      | \$      |
| Total Value:      | \$1,400 |
| Prior Assessment: | \$      |
| Sales Price:      | \$      |

#### **Sale Information**

| Transfer Date:     | 4/17/2020           |
|--------------------|---------------------|
| Grantor:           | GQZ PROPERTIES, LLC |
| Deed Book:         |                     |
| Deed Page:         |                     |
| Plat Book:         |                     |
| Plat Page:         |                     |
| Instrument Number: | 2020-71             |

#### **Other Information**

| Fire Place:        |  |
|--------------------|--|
| Stacked Fireplace: |  |
| Flues:             |  |
| Metal Flues:       |  |
| Stacked Flues:     |  |
| Inop. Flues/FP:    |  |

#### **Details**

#### **Exterior Information**

| Year Built :           | 0           |
|------------------------|-------------|
| Occupancy<br>Type:     | Vacant Land |
| Foundation:            |             |
| Ext. Walls:            | Unknown     |
| Roofing:               |             |
| Roof Type:             |             |
| Garage:                |             |
| Garage - # of<br>Cars: |             |
| Carport:               |             |
| Carport - # of Cars:   |             |

#### **Interior Information**

| Story Height:                 |  |
|-------------------------------|--|
| # of Rooms:                   |  |
| # of Bedrooms:                |  |
| Full Bathrooms:               |  |
| Half<br>Bathrooms:            |  |
| Floors:                       |  |
| <b>Building SqFt:</b>         |  |
| Basement<br>SqFt:             |  |
| Finished<br>Basement<br>SqFt: |  |
| <b>Interior Walls:</b>        |  |
| Heating:                      |  |
| A/C:                          |  |

#### Utilities

| Water:     | None |
|------------|------|
| Sewer:     | None |
| Electric:  | No   |
| Gas:       | No   |
| Fuel Type: |      |
|            |      |

#### **Site Information**

| Terrain Type: | AR            |
|---------------|---------------|
| Character:    | On            |
| Right of Way: | Rolling/Slopi |
|               | ng            |
| Easement:     | Public        |

# **County of** Alleghany, Virginia

#### Legend

Parcel Boundaries WVS\_Centerlines (12,000) WVS\_Centerlines (12,000)

> Interstate **US** Highway **VA Primary**

- WVS\_Centerlines Back (12,000) WVS\_Centerlines Back (12,000)
- Interstate
- **US** Highway
- VA Primary
- Others

Map printed from Alleghany

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**Title: Parcel Boundaries** 

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#### QuickFacts

#### Alleghany County, Virginia

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

#### Table

| All Topics   | Alleghany<br>County, Virginia |
|--|-------------------------------|
| Population estimates, July 1, 2019, (V2019)  | 14,860                        |
| □ PEOPLE   |                               |
| Population   |                               |
| Population estimates, July 1, 2019, (V2019)  | 14,860                        |
| Population estimates base, April 1, 2010, (V2019)                                      | 16,26                         |
| Population, percent change - April 1, 2010 (estimates base) to July 1, 2019, (V2019)   | -8.6%                         |
| Population, Census, April 1, 2020  | 15,223                        |
| Population, Census, April 1, 2010  | 16,25                         |
| Age and Sex  |                               |
| Persons under 5 years, percent   | □ 4.49                        |
| Persons under 18 years, percent  | □ 18.3%                       |
| Persons 65 years and over, percent   | □ 25.5%                       |
| Female persons, percent  | □ 51.19                       |
| Race and Hispanic Origin   |                               |
| White alone, percent   | □ 92.8%                       |
| Black or African American alone, percent (a)   | □ 4.7%                        |
| American Indian and Alaska Native alone, percent (a)                                   | □ 0.3%                        |
| Asian alone, percent (a)   | □ 0.39                        |
| Native Hawaiian and Other Pacific Islander alone, percent (a)                          | □ 0.19                        |
| Two or More Races, percent   | □ 1.99                        |
| Hispanic or Latino, percent (b)  | □ 1.69                        |
| White alone, not Hispanic or Latino, percent   | □ 91.49                       |
| Population Characteristics   |                               |
| Veterans, 2015-2019  | 1,04:                         |
| Foreign born persons, percent, 2015-2019   | 1.39                          |
| Housing  |                               |
| Housing units, July 1, 2019, (V2019)   | 8,010                         |
| Owner-occupied housing unit rate, 2015-2019  | 76.29                         |
| Median value of owner-occupied housing units, 2015-2019                                | \$119,70                      |
| Median selected monthly owner costs -with a mortgage, 2015-2019                        | \$1,01                        |
| Median selected monthly owner costs -with a mortgage, 2013-2019                        | \$1,01                        |
| Median gross rent, 2015-2019   | \$37<br>\$65                  |
| Building permits, 2020   | φου                           |
|  |                               |
| Families & Living Arrangements   |                               |
| Households, 2015-2019  | 6,60                          |
| Persons per household, 2015-2019   | 2.2                           |
| Living in same house 1 year ago, percent of persons age 1 year+, 2015-2019             | 91.39                         |
| Language other than English spoken at home, percent of persons age 5 years+, 2015-2019 | 1.8%                          |
| Computer and Internet Use  |                               |
| Households with a computer, percent, 2015-2019   | 81.5%                         |
| Households with a broadband Internet subscription, percent, 2015-2019                  | 69.7%                         |
| Education  |                               |
| High school graduate or higher, percent of persons age 25 years+, 2015-2019            | 86.0%                         |
| Bachelor's degree or higher, percent of persons age 25 years+, 2015-2019               | 15.0%                         |
| Health   |                               |
| With a disability, under age 65 years, percent, 2015-2019                              | 13.69                         |
| Persons without health insurance, under age 65 years, percent                          | □ 9.5%                        |
| Economy  |                               |
| In civilian labor force, total, percent of population age 16 years+, 2015-2019         | 48.2%                         |
| In civilian labor force, female, percent of population age 16 years+, 2015-2019        | 43.6%                         |
| Total accommodation and food services sales, 2012 (\$1,000) (c)                        | 14,048                        |
|  | 85,719                        |

| Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c) |          |
|--|----------|
| Total manufacturers shipments, 2012 (\$1,000) (c)                            | D        |
| Total retail sales, 2012 (\$1,000) (c)                                       | 75,144   |
| Total retail sales per capita, 2012 (c)                                      | \$4,630  |
| Transportation   |          |
| Mean travel time to work (minutes), workers age 16 years+, 2015-2019         | 25.6     |
| Income & Poverty   |          |
| Median household income (in 2019 dollars), 2015-2019                         | \$47,673 |
| Per capita income in past 12 months (in 2019 dollars), 2015-2019             | \$27,338 |
| Persons in poverty, percent  | □ 11.5%  |
| BUSINESSES   |          |
| Businesses   |          |
| Total employer establishments, 2019  | 250      |
| Total employment, 2019   | 2,533    |
| Total annual payroll, 2019 (\$1,000)   | 81,356   |
| Total employment, percent change, 2018-2019                                  | 1.2%     |
| Total nonemployer establishments, 2018                                       | 644      |
| All firms, 2012  | 893      |
| Men-owned firms, 2012  | 596      |
| Women-owned firms, 2012  | 189      |
| Minority-owned firms, 2012   | 38       |
| Nonminority-owned firms, 2012  | 821      |
| Veteran-owned firms, 2012  | 104      |
| Nonveteran-owned firms, 2012   | 754      |
| ☐ GEOGRAPHY  |          |
| Geography  |          |
| Population per square mile, 2010   | 36.5     |
| Land area in square miles, 2010  | 445.46   |
| FIPS Code  | 51005    |
|  |          |



#### **PURCHASE AGREEMENT OF SALE**

| THIS AGREEMENT made this  | between  |  |  |  |
|---|--|--|--|--|
|   | the "Buyer"  |  |  |  |
| "Sallar" and MOTI EV'S ALICTIONS IN                             | the C.tradingasMOTLEYSASSETDISPOSITIONGROUP  |  |  |  |
|   | ate License No. 0226 005928), "Auction Firm."  |  |  |  |
| In consideration of the deposit in the su                       | ım ofin cash or certified funds,   |  |  |  |
| receipt of which (circle appropriate) (is                       | acknowledged) (is to be acknowledged)  |  |  |  |
| •   | ler agrees to sell all that certain piece, parcel or lot of hereon (the Property") described below as: |  |  |  |
| Address:  |  |  |  |  |
| ParcelID:   |  |  |  |  |
| The Purchase Price is calculated as follows:                    |  |  |  |  |
| High Bid:   | \$   |  |  |  |
| Plus: 10% Buyer's Premium (10% OR \$2,500 whichever is greater) | + \$   |  |  |  |
| Purchase Price  | \$   |  |  |  |
| The total Purchase Price is (\$                                 | )  |  |  |  |

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:

- 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 or before_ | (date |
|---|-------|
| at the 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 on the basis of 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 as a result 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. In the event that 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 ISOFTHE ESSENCE. All Times herein shall be of the essence of this agreement. In the event that 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 as a result 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 in order 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.

 $INWITNESS\,WHEREOF, the parties have hereun to set their hands and seals the day and year first above written.$ 

# 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 sal   | e?  |  |   |  |
| Currently On Email List  | Email   | Facel  | oook/Social Media   |  |
| Our Website  | Internet Search   | Friend   | d   |  |
| Mailing List Interests  Real Estate  | Vehicles  | Indus  | trial Equipment&Trucks  |  |
| the Property and all Public Record this Bidder Registration Form. If and that Motley's Auctions, Inc. (If personally liable for any costs incon a re-sale from the original selling plus any attorney's fees, court cost Circuit Court of the County of Heragree that any dispute arising out Virginia, under the Real Estate acknowledge that disclosure of the sale of the s | ncements made by sales staff. Prior ds related thereto and to review with urther understand that I am liable for Motleys) has the right to pursue the laurred in the collection of said funds ag price, any commission to Motleys, ets, and all incidental damages or charico, Virginia, for all actions brough tof this sale shall be resolved solely Industry Arbitration Rules of the he brokerage relationship, if any, was the in the form of a certified check of | rpayment of all real estate pure gal means necessary to co (i.e., expenses of re-selling the original sales price, Buyer arges involved). I irrevocable the Motleys to collect any subyfinal and binding arbitration American Arbitration Assorvas made to them by the significant of the part of the significant of the sign | elated to the Property, including urchased on my Bidder Number llect any funds due and that I am the property, any deficit realized ur's Premium, and deposits paid, y submit to the jurisdiction of the umdue under this Agreement. It is n'held in the County of Henrico, ciation. Bidder and Purchaser ning of this form. Motleys is the |  |
| Printed Name   | Signature   |  | Date  |  |
| NAME AS IT IS TO APPEAR ON THE   | r. BROKER'S NAME:   | Form, Bidder Confirmation Forn   | n, as well as accompany buyer to  |  |
|  |   |  |   |  |
|  | DEPOSIT CONFIRMED (O  | • ,  |   |  |
| Wire   | Cashier's Check   | TOTAL RECEIVED   |   |  |
| 1 3  | \$  | \$   | 1   |  |

Online Registrants - REMIT TO: realestate@motleys.com

| REMIT TO:  | MOTLEYS ASSET DISPOSITION Of 3600 Deepwater Terminal Road Richmond, VA 23234  | GROUP Phone: (804) 486-4555  Email: realestate@motleys.com Fax: (804) 486-9840  |
|--|---|---|
| AUCTION DA   | ATE   |   |
| AUCTION PROPER'<br>ADDRE   |   |   |
| BUYER NA   | ME  |   |
| BUYER ADDR   | ESS   |   |
| BUYER PHON   | NE#   |   |
| prospective bidder receive this broker co-op arranger represented by a Broker vector op. <b>BROKER PART</b> . Broker Participation Feet terms and conditions of the Motley's reserves the right the high bid of the proper <b>Brokers must be present bidders, and in the preparent on any sale to an entity of the proper server.</b> | ed will be honored. Brokers/Real Estate Agment is to encourage Realtors to find poten who have contacted the auction and request ICIPATION FORMS MUST BE RECEI will be paid to brokers who represent the was agreement and the sale. In the event a count to proportionately reduce the commission ty must be \$20,000.00 or higher.  It at the auction and assist their Buyers duaration of the agreement of sale to receive | ents may not represent themselves as a buyer. The intent of the tial purchasers for the auction. Persons not originally ed information will be ineligible for subsequent broker VED 24 HOURS PRIOR TO AUCTION! A 2% inning bidder on the property if broker complies with all the ommission reduction is required to consummate a sale, a. For a Broker Participation fee to be paid & be qualified, aring the auction, in which their Buyers are the successful estaid commission. No commission will be paid to Brokers the principals, employees or affiliates, or immediate family to the auction site. |
| Broker Name Printed  |   | Agent Name Printed  |
| Broker Signature   | Date  | Agent Signature Date  |
| Broker License No.   | A   | gent License No   |
| Real Estate Agency   |   |   |
| Real Estate Agency's Addr  | ress  |   |
| Phone:   |   | Fax:  |
| Prospective Buyer(s) Signa   | ature   | Date  |
| RECEIVED BY: MOTLE   | YS ASSET DISPOSITION GROUP  |   |

BROKER PARTICIPATION ACKNOWLEDGMENT FORM

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

BROKER PARTICIPATION FORMS MUST BE RECEIVED 24 HOURS PRIOR TO AUCTION!

Time:

Motley's Representative: