DPOR
Department of Professional and Occupational Regulation

Virginia Real Estate Board
https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) requires the owner of certain residential real property—whenever the property is to be sold or leased with an option to buy—to provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

PROPERTY ADDRESS/ LEGAL DESCRIPTION: 1119 Virginia Ave Glen Allen Va 23060

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at: https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

DocuSigned by: Phil Fritz

Owner Fritz/ Sherrod LLC

3/14/2022

Date

Owner

Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser

Purchaser

Date

Date

1119 Virginia Ave, Glen Allen, VA 23060-3835, Henrico County

APN: 784-761-4841 CLIP: 6122111727

Beds	Baths	Sale Price	Sale Date
3	**3**	**N/A**	**N/A**
Bldg Sq Ft	Lot Sq Ft	Yr Built	Type
1,665	**7,500**	**2003**	**SFR**

OWNER INFORMATION

Owner Name	**Fritz/Sherrod LLC**	Mailing Zip	**23116**
Owner Name 2		Mailing Zip + 4 Code	**0008**
Mailing Address	**Po Box 1951**	Owner Occupied	
Mailing City & State	**Mechanicsville, VA**	No Mail Flag	

LOCATION INFORMATION

Municipality	**Glen Allen**	Zoning	**R4**
MLS Area	**34**	Location Influence	
Magesterial	**Fairfield**	Topography	
Subdivision	**Biltmore**	Census Tract	**2009.03**
Zip Code	**23060**	Neighborhood Name	
Zip + 4	**3835**	Parcel Comments	
Carrier Route	**R005**		

TAX INFORMATION

PID	**784-761-4841**	Block	**30**
Old Map #	**0053-01-000300-000010-1**	Lot	**10**
Parcel ID	**7847614841**	Exemption(s)	
% Improved	**80%**		
Legal Description	**BILTMORE SC B BL 30 LT 10 103 B1 19**		

ASSESSMENT & TAX

Assessment Year	2021	2020	2019
Assessed Value - Total	**$234,600**	**$228,200**	**$217,400**
Assessed Value - Land	**$48,000**	**$42,000**	**$36,000**
Assessed Value - Improved	**$186,600**	**$186,200**	**$181,400**
Market Value - Total	**$234,600**	**$228,200**	**$217,400**
Market Value - Land	**$48,000**	**$42,000**	**$36,000**
Market Value - Improved	**$186,600**	**$186,200**	**$181,400**
YOY Assessed Change (%)	**2.8%**	**4.97%**	
YOY Assessed Change ($)	**$6,400**	**$10,800**	

Tax Year	Total Tax	Change ($)	Change (%)
2019	**$1,891**		
2020	**$1,985**	**$94**	**4.97%**
2021	**$2,041**	**$56**	**2.8%**

CHARACTERISTICS

Lot Acres	**0.1722**	Heat Type	**Heat Pump**
Lot Sq Ft	**7,500**	Heat Fuel Type	
Lot Frontage		Garage Type	
Lot Depth		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	**Colonial**	Roof Type	
Stories	**2**	Roof Material	**Composition Shingle**
Year Built	**2003**	Roof Frame	
Effective Year Built	**2006**	Roof Shape	
Bldg Area - Finished Sq Ft	**1,665**	Interior Wall	
Bldg Area - Heated Sq Ft		Exterior	**Aluminum/Vinyl**
Bldg Area - Total Sq Ft		Floor Material	

Bldg Area - Total Sq Ft	**1,665**	Floor Cover	
Bldg Area - Main Floor Sq Ft	**833**	Construction	
Bldg Area - Ground Fl Sq Ft		Foundation	
Bldg Area - Above Grade Sq Ft	**1,665**	Pool	
Bldg Area - 2nd Fl Sq Ft	**768**	Pool Size	
Basement Sq Ft		Water	
Basement - Finished Sq Ft		Sewer	
Basement - Unfinished Sq Ft		Electric Service Type	
Basement Type	**Crawl**	Building Comments	
Total Rooms	**6**	Condition	**Average**
Bedrooms	**3**	Quality	
Baths - Total	**3**	Porch Type	**Covered Porch**
Baths - Full	**2**	Patio Type	**Deck**
Baths - Half	**1**	Sec Patio Area	
Fixtures		No. of Patios	**1**
Other Rooms		Patio/Deck 1 Area	**120**
Other Impvs		Patio/Deck 2 Area	
NumFireplaces		Porch	**Covered Porch**
Condo Amenities		Porch 1 Area	**28**
Cooling Type	**Central**	MLS Baths - Total	

FEATURES

Feature Type	Unit	Size/Qty	Width	Depth	Year Built

Feature Type	Value

Building Description	Building Size
1st Fl Finished	**833**
2nd Fl Finished	**768**
Overhang	**64**
Porch Covered	**28**
Deck	**120**

SELL SCORE

Rating	**Low**	Value As Of	**2022-03-13 05:51:09**
Sell Score	**374**		

ESTIMATED VALUE

RealAVM™	**$285,500**	Confidence Score	**59**
RealAVM™ Range	**$262,660 - $308,340**	Forecast Standard Deviation	**8**
Value As Of	**03/08/2022**		

(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 50 - 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.

LISTING INFORMATION

MLS Listing Number		Closing Price	
MLS Status		Pending Date	
MLS Area		MLS Off Market Date	
MLS Listing Date		MLS List. Agent Name	
MLS Current List Price		MLS List. Broker Name	
MLS Orig. List Price		MLS Selling Agent Name	
MLS Status Change Date		MLS Selling Broker Name	
Closing Date			

MLS Listing #	
MLS Listing Date	
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

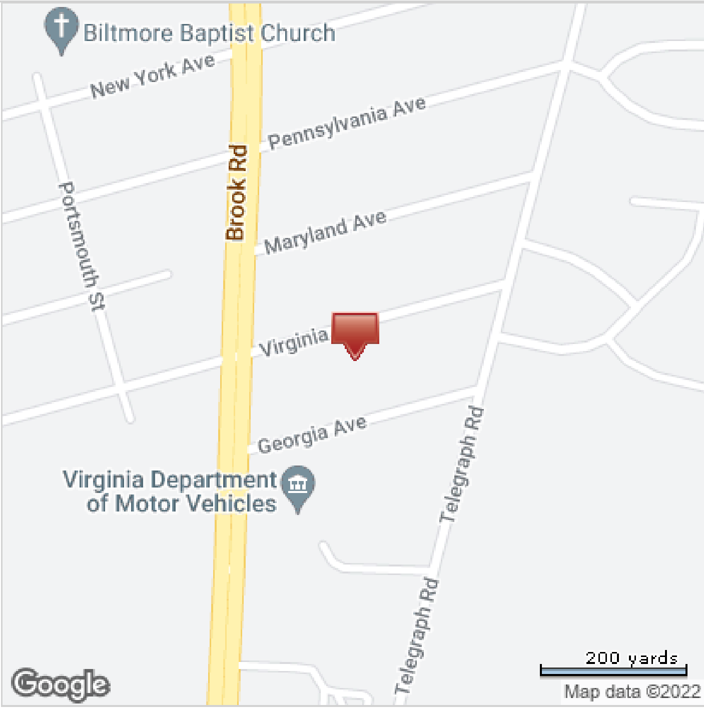
Recording Date		Owner Name 2	
Settle Date		Multi/Split Sale	
Sale Price		Document Number	
Price Per Square Foot		Deed Type	
Seller		Title Company	
Owner Name	**Fritz/Sherrod LLC**		

Recording Date	
Sale/Settlement Date	
Sale Price	
Nominal	
Buyer Name	
Buyer Name 2	
Seller Name	
Document Number	
Document Type	
Title Company	

MORTGAGE HISTORY

Mortgage Date	01/29/2016
Mortgage Amount	
Mortgage Lender	**Union Bk&Tr**
Mortgage Term	
Mortgage Term	
Mortgage Int Rate	
Mortgage Int Rate Type	
Mortgage Purpose	**Refi**
Mortgage Type	
Mortgage Doc #	**5447-1416**
Title Company	

PROPERTY MAP



*Lot Dimensions are Estimated

Fritz/Sherrod, LLC
P.O. Box 1951
Mechanicsville, Va. 23116

[redacted]

Re: 1119 Virginia Ave. Glen Allen, Va. 23060

ADDENDUM
July 20, 2020

1. This Addendum is made a part of your lease. The new effective date of your lease will be October 1, 20~~19~~. 20 PEF

2. Your monthly rent at that time will be $1,275.00 per month, or $1,402.50 if received late after the 5th day of the month.

3. The lease will begin on Oct. 1st 2020 and end at 12:00 am on September 30, 2022.

4. Written notice must be given sixty (60 days) before termination of lease, at Expiration of lease.

5. Pay or quit service fee is $25.00 if served.

6. Per your lease and this addendum requires that the rent be received by the 5th. If received after the 5th the late fee will apply.

7. All other provisions of the lease remain the same.

Tenants signatur [redacted] Date 8/31/2020

Print names

Owner signature *Phil Fritz for Fritz/Sherrod, LLC*

Please sign and return one copy
(Failure to comply within 10 days may terminate your lease)

DUDLEY RESOURCES

BROKERAGE - AUCTIONS - MANAGEMENT

TERMS AND CONDITIONS FOR THIS AUCTION EVENT

Summary of Terms and Conditions:

- **Buyer's Premium:** 10% Buyers Premium added to the highest bid.
- **Deposit Amount:** $2,500 or 10% of the highest bid, whichever is greater. If the initial registration deposit is less than 10% of the highest bid, the highest bidder's deposit must be increased to 10% of the highest bid within 3 business days.
- **Broker Co-op:** Up to 3% of the high bid may be paid to a properly registered broker/agent at settlement.
- **Closing:** 30-day closing, As-Is, no contingencies.
- **Agency Disclosure:** Dudley Auctions is acting as auctioneer/agent and is agent for the seller only.
- **Disclaimer:** Information contained herein is believed to be correct to the best of Dudley Auctions' knowledge, but it is the sole responsibility of each Bidder to inspect and verify all information pertaining to the property. This property is subject to sale prior to auction event and may be withdrawn, modified or cancelled at any time without notice.

Full Terms and Conditions:

Bidder Approval: A deposit in an amount displayed on the Dudley Auctions website or as communicated by Dudley Auctions is required in order to become an approved Bidder and be able to place a bid during the auction event. Any such deposit will be required in the form of cash, certified funds, or credit card. Dudley Auctions reserves the right to hold the deposit until the completion of the auction event and for a reasonable period of time to allow for the release of any such deposit and/or the return of any such funds after the conclusion of the auction. The online bidding platform shall place a minimal credit card hold at the time of online registration to confirm the validity of the credit card being used.

Bid Increments: Dudley Auctions shall solely determine the bid increments for this auction event. Bid increments may be changed or modified from time to time during the auction event.

Bid Responsibility: Bidders are responsible for entering their bids and each Bidder shall be responsible for any and all bids placed under that approved Bidder's number during the auction event. Bids placed by approved Bidders shall be considered final and will be recorded. Recorded bids may not be modified, retracted or rescinded.

Bidding Time: This auction is a timed auction event, which means that bidding is scheduled to begin and close at the times posted on the website for Dudley Auctions. **All time references on the bidding site for Dudley Auctions are expressed in Eastern Time**. It the responsibility of the bidder to check the Dudley Auctions website regarding the scheduled opening and closing times for each timed auction event.

Buyer's Premium: A Buyer's Premium of ten percent (10%) will be added to the highest bid for the real property and included in the total selling price paid by the buyer.

Buyer's Premium Example:

Highest Bid	$50,000
10% Buyer's Premium	+ $5,000
Total Purchase Price	= $55,000

Closing: The highest bidder must sign all documents and contracts within one (1) hour after the end of the auction event. All closings must occur within 30 days, unless otherwise specified in the Purchase Agreement. ***TIME IS OF THE ESSENCE WITH REGARD TO ALL CLOSINGS!*** The subject Property is to be conveyed by Marketable Deed from all owners of record and free and clear of all liens. The terms of the purchase agreement are non-negotiable, and the highest bidder must sign the purchase agreement in the name of the highest bidder or the highest bidder's associated business entity. The purchase agreement 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. It is the sole responsibility of each registered bidder to review all documents provided by Dudley Auctions before making any bids at the auction event.

Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of 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.

Controlling Law: The rights and obligations of all parties regarding this auction event shall be governed and interpreted by the laws of the Commonwealth of Virginia. All registered Bidders shall be deemed to have consented to the jurisdiction of the state and federal courts of the Commonwealth of Virginia when making an offer at the auction event, whether present in-person or by agent, written offer, telephone, online or any other means.

Cooperating Broker/Agent Fee: Dudley Auctions offers up to a three percent (3%) cooperating broker/agent fee to be paid to broker/agent representing the highest bidder for the real property (cooperating broker/agent fee based on highest offer and not including applicable buyer's premium). Please contact Dudley Auctions for full terms.

Default: If highest bidder defaults in making settlement, the deposit paid by that defaulting highest bidder shall be forfeited, and the property purchased by such defaulting highest bidder 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 highest bidder 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. Any successful Bidder who fails to submit an executed Purchase Contract, fails to make any required earnest money deposit, or fails to close in a timely manner may also be prohibited from bidding on future auctions conducted by Dudley Auctions.

Deposit: Bidders must present, on or before the schedule start time of this auction event, funds for the bidder deposit in the amount of $2,500. This registration deposit must be in the form of cash, cash, certified funds (made payable to Dudley Auctions), or credit card. ***If the initial registration deposit is less than 10% of the highest bid, the highest bidder's deposit must be increased to 10% of the highest bid within 3 business days of the end of the auction event.***

Due Diligence: It is the sole responsibility of the each Bidder to inspect the property; review the information documents relating to the property; assess the accuracy and completeness of the information contained in the Sale

Brochure and any such other documents; and independently verify and confirm any estimates, projections, or assumptions relating thereto, none of which may be considered to be guaranties. Bidders are independently responsible for completing Due Diligence to their own satisfaction. By agreeing to these terms and conditions, the bidder represents that they have done so. Registered Bidders are aware of and agree to that the sale pursuant to this auction event is being made on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied, by the Seller and/or Dudley Auctions.

Dudley Auctions is not the owner of these assets, instead is contractually engaged for the sale of these assets on behalf of the owner (s). These assets are not advertised or being sold Absolute. Dudley Auctions reserves the right to bid on behalf of the owner (s), up to the amount of the reserve.

All Bidders have the sole and exclusive responsibility to select and consult with any and all professional advisors in determining whether to place a bid at this auction event. All Bidders acknowledge that they have relied exclusively on their own investigation and determinations and the advice or their own professional advisors, and expressly represent that they have not relied upon any information provided by the Seller or Dudley Auctions in any way.

Earnest Money Deposit: If you are the successful bidder, you may be required to provide an additional deposit in the form of a cashier's check, wire transfer or credit card, within 24 hours or as specified by Dudley Auctions at the conclusion of the auction event. The deposit is to be held by the Dudley Auctions or a designated escrow agent.

Extended Bidding Time: This auction event is scheduled to begin on the "Starting Date and Time" and tentatively end on the "Scheduled Ending Date and Time" that are listed on the Dudley Auctions website. If a bid is received during the last two (2) minutes before the Scheduled Ending Date and Time, an automatic extension feature in the online-bidding platform will extend the Scheduled Ending Date and Time and keep the auction event open for an additional two (2) minutes beyond the time that the last bid was received. This process will repeat every time a subsequent bid is received until the extension period has expired with no additional bids.

For example, if the extension period specified by the Dudley Auctions is 2 minutes, and the scheduled ending time is 4 PM but a bid is placed at 3:59 PM, the auction event would automatically extend by 2 minutes and the auction event would close at 4:01 PM if no additional bids are placed during the extension time.

Highest Bid Acceptance: All offers are subject to review and approval by the Seller. Dudley Auctions will inform the highest bidder once the highest bid has been considered. Dudley Auctions reserves the right to accept the highest or best offer in the event this is not the same offer.

Inspection: The property is being sold “where is,” “as is,” “with all faults,” with no representations or warranties except for the general warranty to be included in the deed to the real property. All property descriptions and due diligence documents are provided by Dudley Auctions as a service to customers and do not constitute a warranty, either expressed or implied. All bidders are responsible for inspection of property and by making a bid(s) on the property are deemed to have so inspected the property to their satisfaction. Placing a bid, whether in-person, by agent, through the online bidding platform, or any other means, constitutes an agreement by participant to these conditions of sale. Dudley Auctions assumes no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials.

Maximum Bid: Registered Bidders will have the ability to submit a maximum bid amount (often called a “Max Bid”) through the online bid platform and to direct that our website bid on such bidder’s behalf in scheduled increments until the maximum amount identified by the bidder has been reached. If a Max Bid in the same amount as was previously authorized by another bidder’s max bid, the other bidder’s max bid as previously entered will be deemed to be the prevailing bid at that amount. In the event that there should be any dispute among bidders with regard to the identity or amount of the high bid, Dudley Auctions reserves the right to reopen bidding and may, in conjunction with such reopening of the bidding, designate one of the bidders as the “High Bidder” at the sole discretion of Dudley Auctions. All decisions by Dudley Auctions shall be final.

Megan’s Law Disclosure: All interested bidders are solely responsible for conducting any investigation regarding registered sexual offenders prior to bidding and 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.

Registration: In order to register and place bids for this auction event, all interested bidders will be required to register on the Dudley Auctions website, www.dudleyauctions.com. All Bidders registering for this auction event must be at least eighteen (18) years of age and must be eligible to bid at the sole discretion of Dudley Auctions, based on any past experiences with the registered bidder or otherwise. Registered Bidders may also be subject to verification through credit card information in the registration process through a third party service to verify the credit card has the appropriate funds necessary to register for this auction event.

If a prospective Bidder has been approved to bid at the auction event, the approved Bidder will receive email notification that they have been approved to bid at the auction event. Bidding rights are not absolute, and all registrations, even if successfully verified by credit card as described above, are subject to manual verification at any time by Dudley Auctions. Dudley Auctions also reserves the right to suspend or terminate any Bidder's registration this auction at any time.

Technical Problems: Dudley Auctions has made reasonable efforts to provide for online bidding for this auction event. All registered Bidders recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the Dudley Auctions website, the online bidding program and process, or internet service and access, and the registered Bidder's connection to this auction event bidding program and process.

All registered Bidders further acknowledge that these and other technical problems may develop at any time with or without notice. All registered Bidders acknowledge and agree that neither Dudley Auctions nor the Seller are in any way responsible for any such technical problems, and that registered Bidders have no absolute or other right to be able to bid on this auction in the event of any such technical problems.

Notwithstanding the foregoing, all registered Bidders further acknowledge and agree that, in the event of any such technical problems, Dudley Auctions reserves the right to postpone or cancel the auction event and/or extend the bidding time for this auction event and/or schedule another auction event for the property, in the sole discretion of Dudley Auctions, and that any decision with regard to any such actions is and will be final.

Terms Specific to This Auction Event: As noted above, Dudley Auctions may provide Additional Terms and Conditions that are specific to this auction event or the property or properties being sold at this auction event. Such Additional Terms and Conditions may, but shall not necessarily be required to, relate to the following provisions, among others: extended bidding time; and bid increments.

DUDLEY RESOURCES
BROKERAGE - AUCTIONS - MANAGEMENT

PURCHASE AGREEMENT OF SALE

THIS PURCHASE AGREEMENT is made this ______________________________ between ____ (the "Purchaser") whose email address and phone number are ______________________________ ___________________________________and ______________________________ (the "Seller"), and **Dudley Auctions Inc. dba Dudley Resources** (the "Auction Firm").

In consideration of the deposit in the sum of **$** __________________ in cash or certified funds, receipt of which is acknowledged, the Purchaser agrees to buy and the Seller agrees to sell for the sum of **$** ____________________ calculated as the high bid of **$** ____________ plus **$** __________________ buyer's premium (10% of the highest bid or $2,500, whichever is greater), all that certain piece, parcel or lot of land together with all improvements thereon (the Property") described as follows:

Address:

PID:

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 Purchaser(s) with the Agreement. Dudley Auctions shall hold the Buyer's Deposit 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 by ___________________________.

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

4. COMMISSIONS. Purchase 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 Purchaser. 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 Purchaser at the expiration of such sixty (60) day period, at which time the Deposit shall be returned to Purchaser. Upon the return of the Deposit, this Contract shall be terminated and shall be deemed to be null and void; neither Seller nor Purchaser shall have any claim against the other or against Auction Firm by reason of this Contract.

   Purchaser 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; Purchaser 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 Purchaser 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 Purchaser.

8. TRANSFER TAXES. The Purchaser 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. Purchaser 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 Purchaser. Purchaser shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.

11. DEFAULT BY PURCHASER. Should Purchaser fail to close as provided in this Agreement, Purchaser will be in default. Upon default by Purchaser, Seller's and Auction Firm's liability hereunder to Purchaser shall absolutely cease, and Auction Firm shall be entitled to retain the Purchaser's Deposit. If Purchaser has not paid the Buyer's Deposit in full or if Auction Firm has incurred any expenses due to default by Purchaser, and Purchaser has made payment(s) to Seller, then, upon notice from Auction Firm to the Seller, any payment(s) by Purchaser to Seller ("Payments to Seller") shall be remitted to Auction Firm by the Seller and shall be subject to use as reimbursement to Auction Firm for any expenses incurred by Auction Firm due to default of Purchaser.

    The Buyer's Deposit and the Payment to Seller shall be apportioned to Auction Firm and Seller in the following manner: Auction Firm 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 Purchaser, and Seller will retain the remainder. Additionally, Auction Firm 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. Purchaser 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 Purchaser 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. Purchaser acknowledges that Auction Firm is the agent for Seller only, and it is understood and agreed that Auction Firm shall not be held liable to the Purchaser, either directly or indirectly, for breach of any provision of this Agreement. In the event that Auction Firm is found liable to the Purchaser, then the extent of Auction Firm's liability shall be limited to the amount of any funds paid to Auction Firm under this Agreement.

15. ADDITIONALLY, BOTH PURCHASER 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. PURCHASER 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 AUCTION FIRM 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. Purchaser 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. In the event that Purchaser does not close on time, Purchaser shall be liable to the Auction Firm in the amount of $100.00 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 Auction Firm as a result of such delay, and is not a penalty. The sum of such expenses may be deducted from the Purchaser'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. Purchaser 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 PURCHASER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER AND AUCTION FIRM.

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 Purchaser 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. PURCHASER'S INSPECTION, DISCLOSURES, REPRESENTATIONS AND WARRANTIES. Purchaser agrees, acknowledges and warrants without limitation to Seller and Auction Firm, and their agents, affiliates, officers, employees and representatives: that it was Purchaser'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 Purchaser's decision to purchase; that the Purchaser hereby accepts all liability, as between Purchaser and the foregoing, and shall indemnify and hold harmless Seller, Auction Firm, 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:

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PURCHASER DATE

____
PURCHASER DATE

____
SELLER DATE

____
SELLER DATE

DUDLEY RESOURCES:

____
DATE