Absolute **Auction**

Friday, Aug.12, 2022 at 12:30PM On site at 2250 Murrell Rd, Lynchburg, VA



(3) Lakeside Plaza Office Condos

Units B4, B5, & B6 | 2250 Murrell Rd, Lynchburg, VA









- · Great location at the intersection of Lakeside Dr and Murrell Rd across from the Plaza Shopping Center and just minutes from Lynchburg General Hospital, EC Glass High School, and the University of Lynchburg
- · Includes the entire lower level of Building B in the Lakeside Plaza Office Complex consisting of (3) 1,200 sq.ft. office condo suites totaling 3,600 sq.ft.
- · Can be used as combined space or as separate units.
- · Suite B4: reception, 5 offices, storage, wash station, restroom
- · Suite B5: reception, 4 offices, storage, ADA restroom
- · Suite B6: reception, 3 offices, conference, wet bar, restroom
- · Each unit has its own entrance, restroom, utility room, heat pump, electric panel, hot water heater
- · Vinyl wood grain flooring throughout
- · Acoustic tile ceilings with fluorescent lighting
- · Paved parking lot
- Tax assessed at \$287,700 (\$95,900 each). Previously listed for \$305,000. Sells ABSOLUTE to the highest bidder(s).



DIRECTIONS

From Lynchburg: take US-29N/Lynchburg Expy toward downtown. Take the Kemper St exit to LEFT on Kemper. Continue onto Park Ave. Half mile to intersection with Memorial Ave. Cross Memorial onto Lakeside Dr. 0.3mi to RIGHT into parking lot. Building B will be on left.

PREVIEWS

- Tuesday, Aug.2 from Noon-2PM
- Thursday, Aug.11 from Noon-2PM
- · Day of sale beginning at 11AM
- Or by appointment. Call 434-847-7741

TERMS: 10% deposit day of sale. Close on or about 30 days. 5% buyer's premium. See website for complete terms.

In cooperation with



COMMERCIAL Luke Dykeman Ricky Read, CCIM (434)944-3920 (434)455-2285

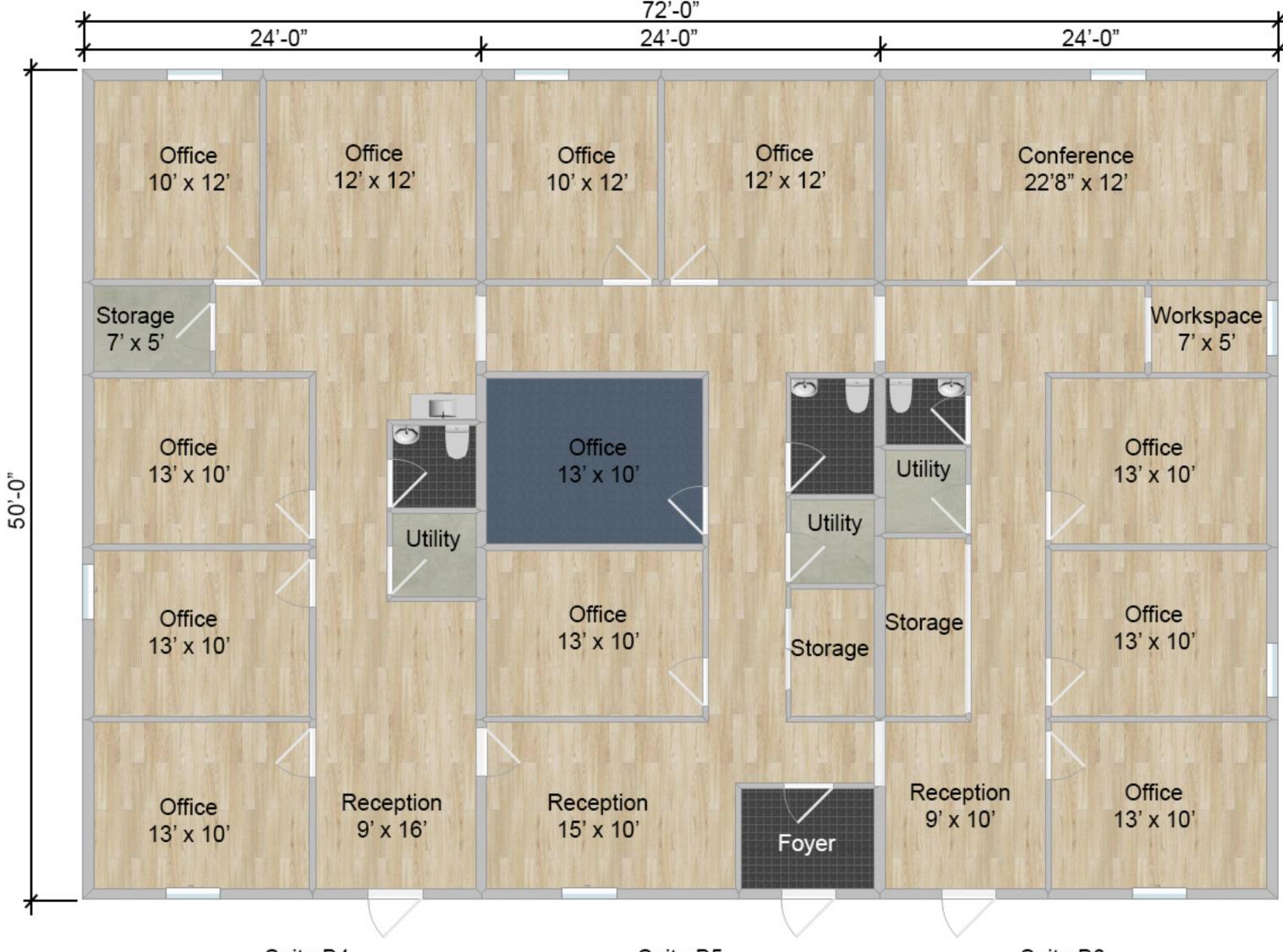


www.TRFAuctions.com



434.847.7741 Sale Site Phones for Auction Day: 434.660.5159 | 434.610.3182 | 434.610.2597

Torrence, Read, & Forehand Auctions | 101 Annjo Ct, Forest, VA 24551 | info@trfauctions.com | VAAF501



Suite B4 Suite B5 Suite B6

Property Information Report

City of Lynchburg Assessor's Office 900 Church Street Lynchburg, VA 24504 Telephone: (434) 455-3830 8:30a.m. - 5:00 p.m. Mon - Fri

Parcel ID: 00408003 Owner: ALL POINTS EAP & ORGANIZATIONAL

SERVICES INC

2250 MURRELL RD B4 LYNCHBURG, VA 24501 **Property Address: Mailing Address:** PO BOX 800

LYNCHBURG, VA 24505-0800

Property Descriptions				
Legal Description:	LAKESIDE PLAZA CONDO			
Neighborhood:	7602 : LANGHORNE RD COMMERCIAL CORRID			
Property Class:	415 : COMMERCIAL - GENERAL OFFICE			

Land Information				
Area:	Legal Acreage: 0.000 GIS Acreage: 0.016			
Frontage:	0.00ft			
Depth:	Oft			

Special Assessments		
Participant in Land Use:	NO	
Land Use Deferral Amount:		
Participant in Rehab Program:	NO	
Exempt Amount:		
Participant Until:		

School Zones				
Elementary School:	RS PAYNE ELEMENTARY			
Middle School:	PL DUNBAR MIDDLE			
High School:	E C GLASS HIGH			
Zoning:	Zoning Description:			
B-3	Community Business			

Ownership History

Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document No	Deed Bk / Pg	Conveyance
1/5/2007	\$240,000		EMPLOYEE ASSISTANCE OF CENTRAL	070000158		DEED
8/3/1984	\$190,000	OFFICE CONDOMINIUM ASSOCIATES	WARD, CLARKE L		646 821	DEED
1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926				

Assessment

Year	Land Value	Improvement value	Total Value	Assessment Date	Notes
2021	\$12,400	\$83,500	\$95,900	7/1/2021	Current Assessment
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2016	\$8,300	\$83,500	\$91,800	7/1/2016	
2015	\$8,300	\$83,500	\$91,800	7/1/2015	
2014	\$8,300	\$83,500	\$91,800	7/1/2014	
2013	\$8,300	\$83,500	\$91,800	7/1/2013	
2012	\$8,300	\$83,500	\$91,800	7/1/2012	
2011	\$8,300	\$83,500	\$91,800	7/1/2011	
2010	\$8,300	\$83,500	\$91,800	7/1/2010	
2009	\$8,300	\$83,500	\$91,800	7/1/2009	
2008	\$8,300	\$81,900	\$90,200	7/1/2008	
2007	\$8,300	\$81,900	\$90,200	7/1/2007	
2006	\$8,300	\$69,800	\$78,100	7/1/2006	
2005	\$8,300	\$69,800	\$78,100	7/1/2005	
2004	\$8,000	\$64,000	\$72,000	7/1/2004	
2003	\$8,000	\$64,000	\$72,000	7/1/2003	

Real Estate Property Tax Information

Total Due: \$0.00

Current Year	Type	Date Due	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
Installment #:1	Tax	11/15/21	\$266.12	\$0.00	\$0.00	\$266.12	\$0.00	\$0.00	10/13/2021	\$0.00
Installment #:2	Tax	01/18/22	\$266.12	\$0.00	\$0.00	\$266.12	\$0.00	\$0.00	10/13/2021	\$0.00
Installment #:3	Tax	03/15/22	\$266.12	\$0.00	\$0.00	\$266.12	\$0.00	\$0.00	10/13/2021	\$0.00
Installment #:4	Tax	05/16/22	\$266.13	\$0.00	\$0.00	\$266.13	\$0.00	\$0.00	10/13/2021	\$0.00

History	Туре	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
2020	Tax	\$1,018.98	\$25.47	\$2.33	\$1,018.98	\$25.47	\$2.33	12/17/2020	\$0.00
2019	Tax	\$1,018.98	\$76.41	\$21.23	\$1,018.98	\$76.41	\$21.23	5/1/2020	\$0.00
2018	Tax	\$1,018.98	\$25.48	\$2.33	\$1,018.98	\$25.48	\$2.33	7/1/2019	\$0.00
2017	Tax	\$1,018.98	\$50.95	\$0.84	\$1,018.98	\$50.95	\$0.84	8/9/2018	\$0.00
2016	Tax	\$1,018.98	\$0.00	\$0.00	\$1,018.98	\$0.00	\$0.00	3/10/2017	\$0.00
2015	Tax	\$1,018.98	\$0.00	\$0.00	\$1,018.98	\$0.00	\$0.00	4/18/2016	\$0.00
2014	Tax	\$1,018.98	\$0.00	\$0.00	\$1,018.98	\$0.00	\$0.00	1/9/2015	\$0.00
2013	Tax	\$1,018.98	\$0.00	\$0.00	\$1,018.98	\$0.00	\$0.00	4/11/2014	\$0.00
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2009	Tax	\$963.90	\$0.00	\$0.00	\$963.90	\$0.00	\$0.00	4/19/2010	\$0.00
2008	Tax	\$947.10	\$0.00	\$0.00	\$947.10	\$0.00	\$0.00	4/24/2009	\$0.00
2007	Tax	\$947.10	\$0.00	\$0.00	\$947.10	\$0.00	\$0.00	5/9/2008	\$0.00
2006	Tax	\$866.91	\$21.67	\$1.99	\$866.91	\$21.67	\$1.99	4/23/2007	\$0.00
2005	Tax	\$866.91	\$43.34	\$0.18	\$866.91	\$43.34	\$0.18	5/16/2006	\$0.00
2004	Tax	\$799.20	\$0.00	\$0.00	\$799.20	\$0.00	\$0.00	5/18/2005	\$0.00
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SERVICES INC

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LYNCHBURG, VA 24505-0800

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Land Use Deferral Amount:	
Participant in Rehab Program:	NO
Exempt Amount:	
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School Zones			
Elementary School:	RS PAYNE ELEMENTARY		
Middle School:	PL DUNBAR MIDDLE		
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Zoning:	Zoning Description:		
B-3	Community Business		

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2018	Tax	\$1,018.98	\$25.48	\$2.33	\$1,018.98	\$25.48	\$2.33	7/1/2019	\$0.00
2018	LIEN	\$30.00	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	8/9/2018	\$0.00
2017	Tax	\$1,018.98	\$50.95	\$0.84	\$1,018.98	\$50.95	\$0.84	8/9/2018	\$0.00
2016	Tax	\$1,018.98	\$0.00	\$0.00	\$1,018.98	\$0.00	\$0.00	3/10/2017	\$0.00
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GENERAL TERMS AND CONDITIONS OF SALE

Lakeside Plaza Office Condos B4, B5, B6

Friday, August 12, 2022 at 12:30 PM Lynchburg, VA

Please review this document carefully. In order to register and receive a bidder number, a bidder must sign this document as acknowledgement and acceptance of these General Terms and Conditions of Sale. This document will be incorporated into the Sales Contract.

1. DATE AND TIME OF AUCTION:

Friday, August 12, 2022 at 12:30 PM

2. LOCATION OF AUCTION:

2250 Murrell Rd, Lynchburg, VA

3. AUCTION PROPERTY:

Lakeside Plaza Office Complex Building B - Units B4, B5, B6 located at 2250 Murrell Rd and being Lynchburg City Tax Parcels 00408001, 00408002, and 00408003.

4. TERMS:

Property sells "AS-IS", "WHERE-IS" without warranties of any kind. Potential Buyers must perform such independent investigations with respect to the Property as they deem necessary to verify information provided by Auction Company. **Purchase is not contingent on bidder obtaining financing.**

5. WARRANTY:

All information provided by Auction Company is deemed reliable but is not warranted. The information provided by the Auction Company is subject to verification by all parties relying on it. No liability for its accuracy, error or omission is assumed by the Auction Company.

6. TITLE:

Seller will convey title by General Warranty Deed.

7. REGISTRATION:

Bids will be accepted only from registered bidders. Registration begins at 11:30 AM day of sale. Please bring a valid form of identification (i.e. driver's license).

8. ANNOUNCEMENTS:

Announcements made on day of sale take precedence over all prior communications, both verbal and written, concerning the sale of the Property.

9. BUYER'S PREMIUM:

A 5% Buyers Premium will be added to bid price to determine final contract price.

10. DEPOSIT:

Deposit equal to 10% of final contract price due day of sale by cash or company or personal check with ID.

11. ACCEPTANCE:

Property sells absolute to the highest bidder(s).

12. CLOSING:

Balance of Purchase Price shall be due and payable in collected funds on or about 30 days after the sale.

13. AGENCY:

The auction company and its representatives represent the sellers.

14. LEGAL: Bidder agrees to be subject to the personal jurisdiction of the State of Virginia, to be bound by the laws of Virginia and subject to the appropriate Court jurisdiction. Venue for any disputes will be in the Court of Lynchburg, Virginia and Bidder may be responsible for legal expenses and attorney's fees in the collection of any debts.

15. ACKNOWLEDGEMENT AND ACCEPTANCE:

The Undersigned Bidder acknowledges receipt of a copy of these General Terms and Conditions of Sale, and having read and understood the provisions set forth therein, accepts same and agrees to be bound thereby. Facsimile signatures will be treated and considered as original.

Bidder #	Bidder's Signature	Date
	TRF UCTIONS Torrence, Read, & Forehand	



101 Annjo Court, Forest, VA 24551 (434) 847-7741 Fax (434) 847-7746 www.TRFAuctions.com

AUCTION CONTRACT OF PURCHASE

(This is a legally binding contract.)

This Auction Contract of Purchase (herein "Contract") is made and entered into this date August 12, 2022 by and between:

All Points Foundation, Inc. (herein the	e "Seller"),	
(h	erein the "Purchaser'	'),
Torrence, Read & Forehand Auctions.	, L.C. (herein the "Au	ctioneer"),
and provides that Purchaser agrees to buy, an described real estate, and all improvements the	-	, on the terms and conditions set forth herein, the following
Lakeside Plaza Condo Units B4, B5, & 00408003, 00408002, 00408001	a B6 located at 2250 M	furrell Rd, Lynchburg, Virginia being tax parcels
all herein called "The Property." Purchaser, S and collectively as "Parties".	Seller and Auctioneer	may sometimes be referred to herein individually as "Party"
	WITNESS	ETH:
WHEREAS, Seller engaged the services of Au	uctioneer to sell the Pro	operty by auction and/or negotiation;
WHEREAS, Purchaser was the highest bidder	r at the auction, or succ	essfully negotiated, for the Property; and
WHEREAS, Purchaser desires to purchase to contained herein.	the Property and Selle	er desires to sell the Property, on the terms and conditions
IN WITNESS WHEREFORE, in considerati	on of the foregoing rec	itals, the following mutual and respective covenants, and
	eipt and sufficiency of	which is hereby acknowledged, the Seller and the Purchaser
agree as follows:		
	rice for the property, w	hich the Purchaser hereby agrees to pay and the Seller hereby
agrees to accept, is:	(¢) Did Drice DLUC
	(\$	Buyer's Premium (5%) EQUALS
	(\$) herein the "Purchase Price"
		ence, Read & Forehand Auctions (herein "Escrow Agent") a
	(\$) herein the "Deposit"
part thereof. Seller and Purchaser hereby author Purchaser hereby direct said Escrow Agent to l Purchaser defaults in its obligation to purchase	orize the Escrow Agent hold and disburse the E the Property, Purchase ance with their agreeme	Purchaser to obtain financing of the purchase price or any to accept and hold in escrow the Deposit. Seller and Deposit in accordance with this Contract. In the event er hereby authorizes the Escrow Agent to disburse and pay ent. Purchaser hereby agrees to hold Escrow Agent harmless

2. Settlement – Closing. Settlement and closing of this Contract shall be made at a convenient location on or about September 12, 2022

or as soon thereafter as title can be examined and the necessary documents prepared, with allowance of a reasonable time for Seller to correct any defects reported by the title examiner. Purchaser shall pay the cost of examining the title and, except as set forth below, all costs of settlement and closing.

- <u>3. Conveyance.</u> Seller agrees to convey its interest in the Property to Purchaser by deed at closing, subject to applicable easements and restrictive covenants of record. Seller further agrees to pay the expenses of preparing the deed and of the recordation tax applicable to grantors and agrees to deliver possession of the property to Purchaser at closing, unless another time for possession is agreed to by Seller and Purchaser and set forth below in writing.
- **4. Pro-ration.** All taxes and rents on the Property and interest on escrow deposits, if any, shall be pro-rated as of the date of settlement. Any roll back taxes that become due as a result of this sale of the Property shall be paid by the <u>Seller</u>. Seller not responsible for roll back taxes that result from a change in use by Purchaser.
- <u>5. Risk of Loss.</u> All risk of loss or damage to the property by fire, weather, casualty or other cause is assumed by Seller until closing, provided, however, if the Purchaser takes early possession of the Property, all such risk of loss shall transfer to Purchaser at the time its right of possession commences.
- 6. Inspection Warranty. Purchaser represents that an inspection satisfactory to Purchaser has been made of the property, and Purchaser agrees to accept the property in its present condition except as may be otherwise provided below. Purchaser waives any right to a further inspection of the Property and this Contract and its closing are not contingent upon such an inspection. Unless otherwise provided below, the Property is being sold AS IS, with all faults and defects, and Seller makes no warranty as to the condition of the Property or any improvements thereon. Notice of Disclaimer or Disclosure Pursuant to Virginia Residential Property Disclosure Act: If the Property is Residential Property within the meaning of such Act, a disclaimer has been provided to the Purchaser. Prior to bidding on the Property, Purchaser satisfied itself, without relying on any statement from the Seller or the Auctioneer, that the Property was suitable for its desires and needs and that there was not restriction, whether private or governmental, that negatively impacted the Purchaser's intended use of the Property.
- 7. Agency Commission. Purchaser and Seller acknowledge that Auctioneer is acting in this transaction as Seller's agent. Seller agrees to pay Auctioneer in cash, at closing, the Auctioneer's commission, costs and fees as set forth in the Auction Sale Listing Agreement, which is incorporated herein by reference, entered into by Seller and Auctioneer regarding the sale of the Property. In the event Seller and/or Purchaser defaults in its obligation to sell or purchase the Property, respectively, the defaulting Party shall pay all amounts owed the Auctioneer under the Auction Sale Listing Agreement.

8. Disclosures

- a. Property Owners Association Disclosure: Seller represents to Purchaser that the Property IS NOT located within a subdivision that is subject to the Virginia Property Owners Association Act (§§ 55-508 through 55-516 of the Code of Virginia, 1950 as amended). If Property is subject to such Act, Purchaser has signed of equal date herewith a proper disclosure as required by the Act.
- b. Condominium Disclosure: Seller represents to Purchaser that the Property IS a unit that is subject to the Virginia Condominium Act (§ 55-79.39, et seq. the Code of Virginia, 1950 as amended). If Property is subject to such Act, Purchaser has signed of equal date herewith a proper disclosure as required by the Act.
- c. Megan's Law: Seller makes no warranty regarding the character or background of persons living in the general area in which the Property is located. Purchaser has made such inquiry as is necessary to determine whether any persons registered as sexual offenders pursuant to Chapter 23 of Title 19.2 of the Code of Virginia, 1950 as amended, live in proximity to the Property, and has satisfied itself with the results of such inquiry.
- d. Fair Housing: The Seller and Purchaser acknowledge the Auctioneer's responsibility regarding the sale of the Property to act without regard to any person's race, gender, religion, national origin, familial status, or disability. The Seller and Purchaser agree to take no action to cause or attempt to cause Auctioneer to violate this responsibility.
- e. Lead Based Paint: If the Property was built prior to 1978 and is not exempt from the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852(d)), Purchaser acknowledges receipt of all disclosures required by the Act.
- 9. Like Kind Exchange. If requested by Seller or Purchaser, the other Party will cooperate in effecting a like-kind, tax-deferred exchange in relation to the sale of the Property, provided the Party requesting such cooperation will pay all of the other Party's reasonable cost incurred as a result thereof, and further provided, that the requesting Party shall indemnify, defend and hold the other Party harmless from any liability that may arise as a result of the like-kind, tax-deferred transaction.
- 10. Miscellaneous. The following provision of this Section 10 shall survive termination or cancelation of this Agreement for any reason
- a. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, personal representatives, executors and assigns.

- b. Entire Agreement. This Agreement represents the entire, full and final agreement between the Parties with respect to the subject matter contained herein, and there are no other agreements, either written or verbal, between the Parties setting forth any obligations or rights of either Party with respect to the subject matter of this Agreement, provided, however, the Purchaser shall also be bound by any terms and conditions of the auction that resulted in this Contract, including any announcements made at the day of the sale, and the Seller shall remain bound by the Auction Sale Listing Agreement. Furthermore, Purchaser acknowledges that Auctioneer has made no representations or warranties to the Purchaser, except as may be set forth herein. Any statements or representations contained in any of Auctioneer's advertising materials shall not be deemed additions to, or amendments of this Agreement. No provisions of this Agreement may be waived unless done so in a writing signed by the Party making such waiver.
- c. Conflicts Between this Agreement and Purchase Contract. In the event of any conflict between the terms of this Agreement regarding the Parties rights and obligations and the terms of any purchase contract for the Property, the terms of this Agreement shall control.
- d. Law Venue Attorney's Fees. This Agreement shall be governed under Virginia law, without regard to its choice of law provisions. Venue for any dispute between the Parties shall be in the state courts located in Lynchburg, Virginia. The Parties hereby irrevocably consent and waive all objections to such venue and to the jurisdiction of those courts. In any litigation between the Parties, the prevailing Party in such litigation shall be entitled to its cost, attorney's fees, and opinion witness fees incurred therein.
- e. Section Headings. The section headings contained in this Agreement are only for the convenience of the Parties and shall not be deemed to modify the terms and conditions of this Agreement.
- f. Counterparts Facsimile Signatures. This Agreement may be signed in one or more counterparts. The Parties agree that facsimile signatures shall be of the same effect as original signatures and that the enforceability of this Agreement shall not fail because a signature is not original.

11. Additional Provisions

1) Sells As-Is.

IN WITNESS WHEREOF, the Parties have set forth below their respective signatures and seals

AUCTIONEER:			
Torrence Read & Forehand Auctions, L.C			
By:		Date:	
Title: Auctioneer VA License No.: 290	8000501		
I have read and accepted the terms of this	contract.		
SELLER:		SELLER:	
By:	(SEAL)	Ву:	(SEAL)
Print:		Print:	
Date:		Date:	
Phone:		Phone:	
Email:		Email:	
PURCHASER:		PURCHASER:	
By:	(SEAL)	Ву:	(SEAL)
Print:		Print:	
Date:		Date:	
Phone:		Phone:	
Email:		Email:	