



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Mark Cox

AUCTION LOCATION – Online at www.VAAuctionPro.com

AUCTION DATE – Thursday, October 14th @ 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

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

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

OFFERING – 2053 Julia Simpkins Rd., Hiwassee, VA 24347

Legally described as:

Portion of Tax ID # 108-1-49A, Tax ID # 108-5-1 and Tax ID # 108-5-2; Deed Book 281, Page 456; Portion of Lot 1, Lots 2, and Lot 3 of Maude C Taylor; Consisting of +/- .37 acres and improvements

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, October 14th, 2021, at 4:00 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders’ responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Heather Gallimore at (540) 745-2005 or by email at brlanda@swva.net**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.
- 8) **Earnest Money Deposit:** A **\$5,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no

later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.

- 9) **Closing:** Closing shall be on or before **Monday, November 29th, 2021**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge

that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller’s acceptance. A Broker Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Broker Firm License #	0226000240
North Carolina Auction Firm License #	10299
Tennessee Auction Firm License #	6202
Tennessee Real Estate Broker Firm License #	263941

Property Boundary

The county GIS has the property boundaries incorrect.

It shows that the seller owns 3 tax parcels which is incorrect.

Property being sold is lot # 1 and lot # 2 and a portion of another referenced in deed.

There are maps included in this bidder pack that display what is for sale. Additionally

boundaries can be seen at the property. They are marked. The

property is bound by the New River, Julia Simpkins Road, the Creek, and along the tree line as shown in Bidder Pack.

Acreage is approximately $\frac{1}{3}$ of an acre with approximately 135' of frontage on the New River.

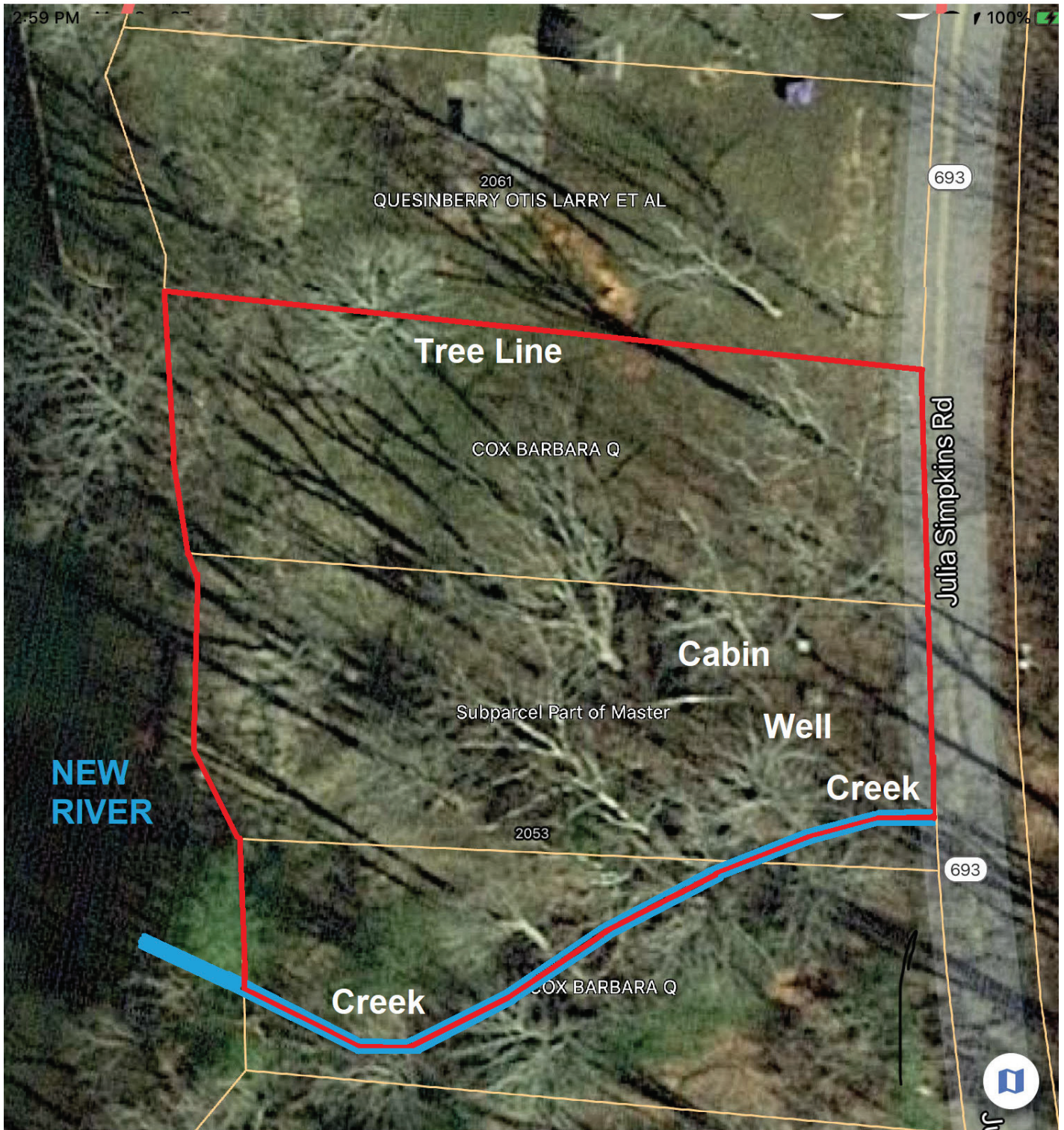


Auction Services

Property Line Exhibit

1/3 Acre +/-

County GIS is not accurate. Property runs w/ the New River for 135' +/-, Tree Line for 150', and Road for 82' +/-, and Creek. Corners are marked.



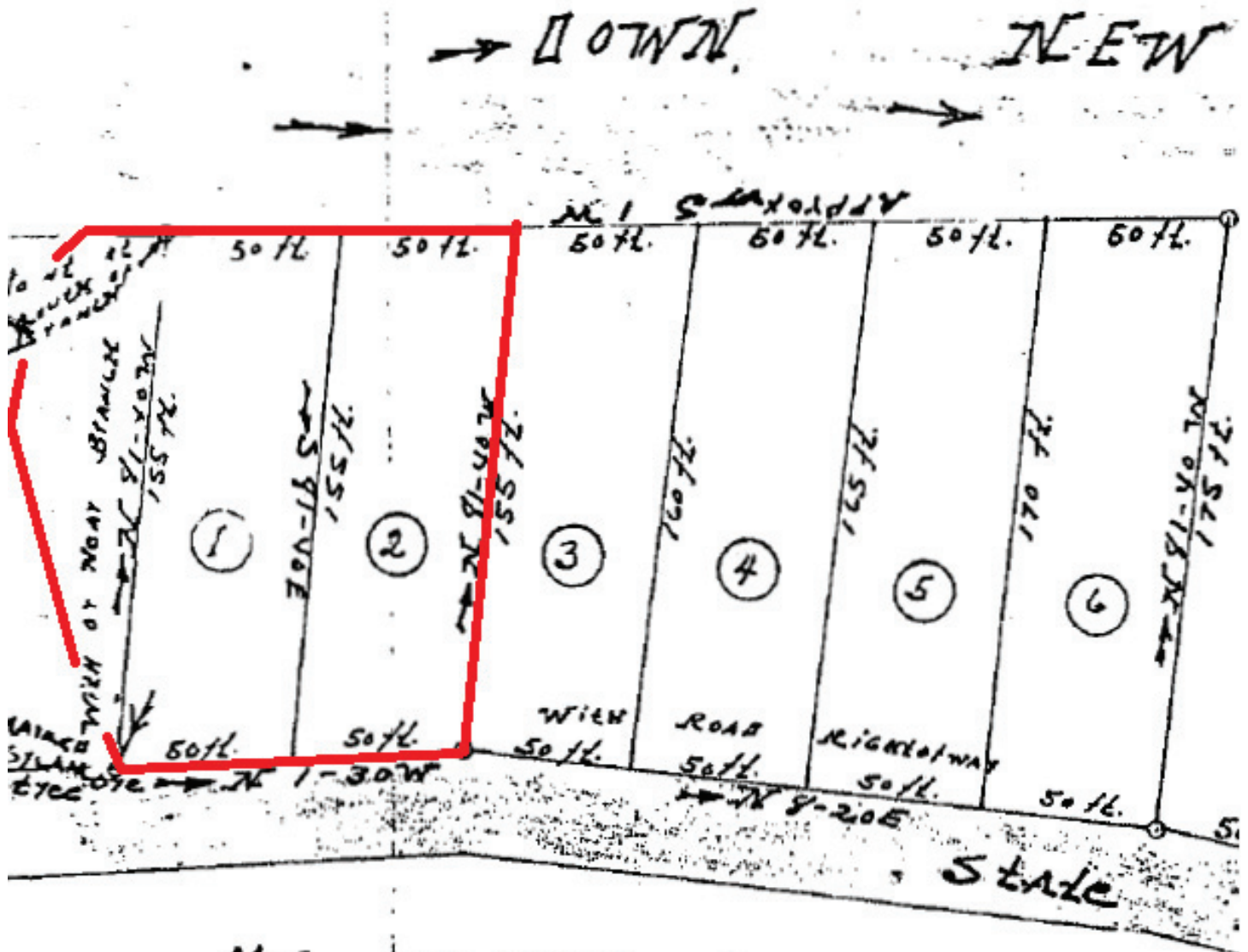


Aerial Map

Auction Services

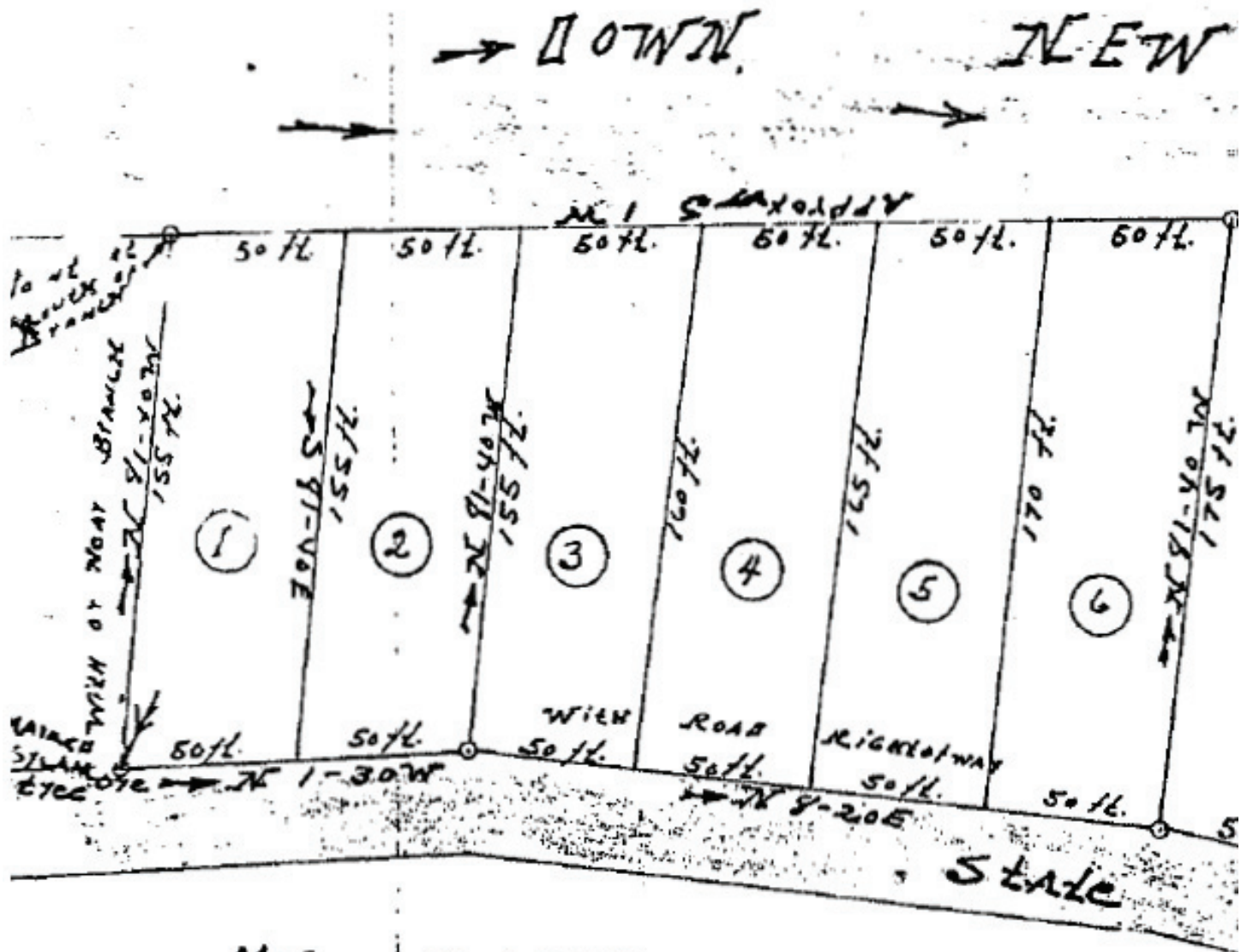


Survey



MYS MAUDE C. TAYLOR LOTS
 AT HIWASSEE IN PULASKI COUNTY VIRGINIA
 DEWEY ALBERTMAN SURVEY MAY 25-1961
 SCALE 50 ft. I JNCM

Survey

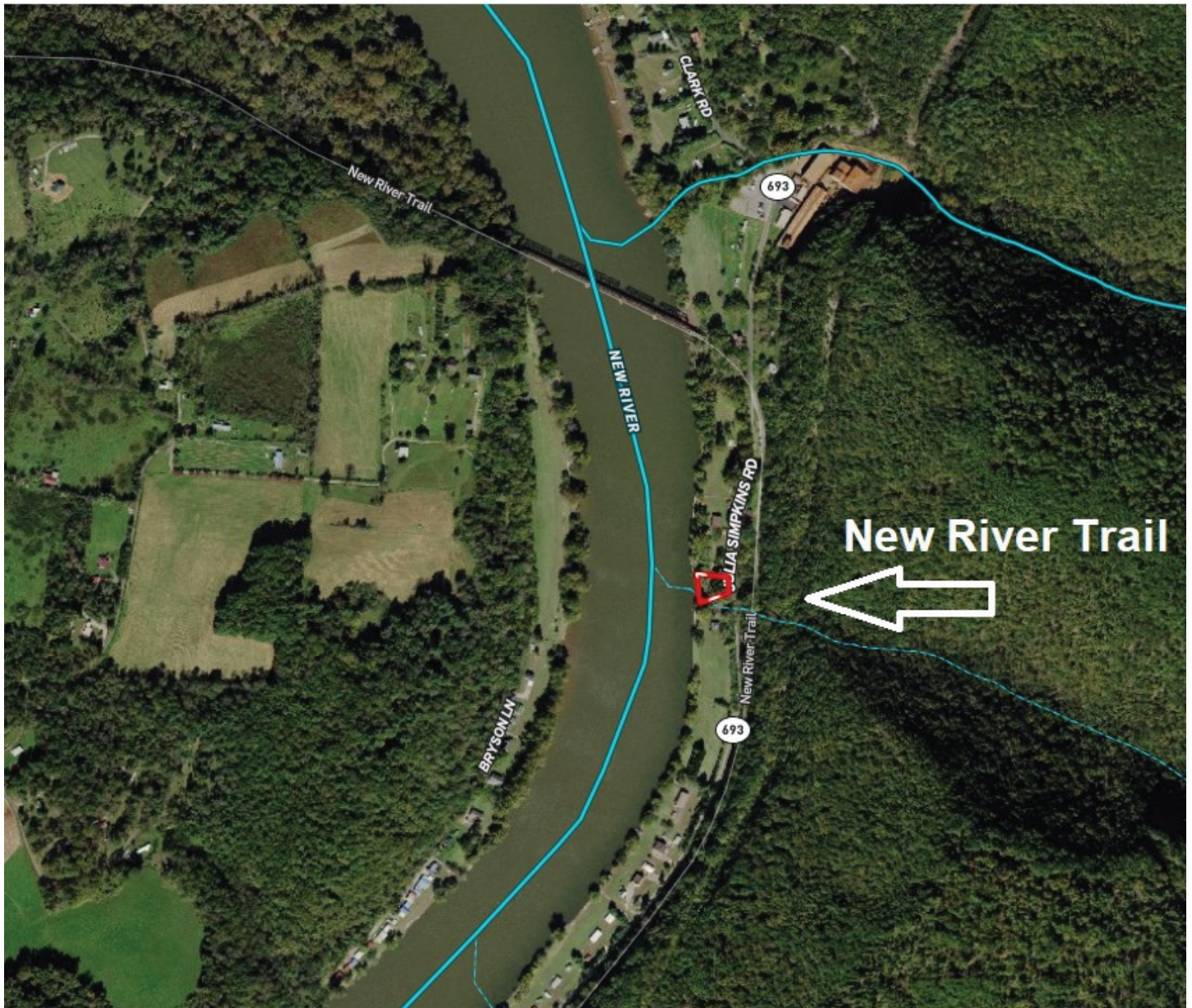


Mrs MAUDE C. TAYLOR LOTS
 AT HIWASSEE IN PULASKI COUNTY VIRGINIA
 DENNY ALBERTMAN SURVEY MAY 25-1961
 SCALE 50 ft. I INCH

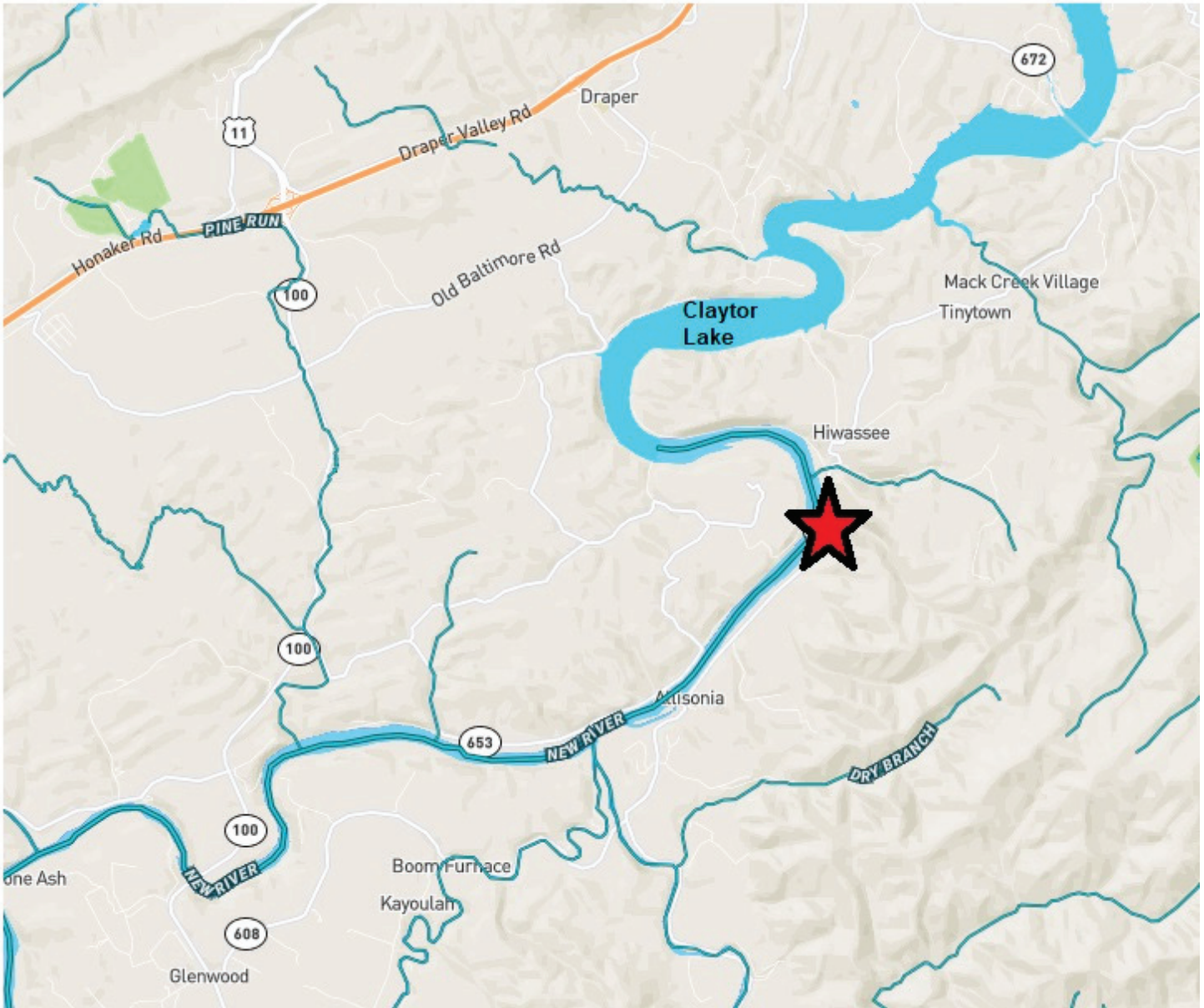
Neighborhood Map



Neighborhood Map



Location Map



COX BARBARA Q
 5100 LITTLE IRISH RD
 HIWASSEE VA 24347
 LOT 1 & SMALL STRIP JOINING LOT 1 MAUDE C
 TAYLOR
 LOTS /ZONING MAP INT
 2/17/04
 FULL MAP#: 108-001-0000-049A 108-005-1

Neighborhood Number
 200

Neighborhood Name
 Lake South

TAXING DISTRICT INFORMATION
 Jurisdiction Name Pulaski County
 Area 001
 District 03
 Parent Parcel Number
 Dept. of Tax Code 2 SF Residential Suburban
 Property Address 2053 JULIA SIMPKINS RD

Site Description
 Topography:
 Rolling
 Public Utilities:
 Electric, Water
 Street or Road:
 Paved
 Neighborhood:
 Static
 Legal Acres:

Transfer of Ownership

Owner	Consideration	Transfer Date	Deed Book/Page	Deed Type
COX MARK S	0	02/04/2014	W 2014 W 0308	
TAYLOR MAUDE C	1200	09/08/1971	D 0271 D 0298	

Valuation Record

Assessment Year	01/01/2014	01/01/2015	01/01/2017	01/01/2021					
Reason for Change		2015 Reasses	REQ POSTING	2021 Reval					
0	L	60000	50000	50000	50000				
	I	3000	3000	3000	5000				
	T	63000	53000	53000	55000				
									Taxable Value: 55000



Land/Use Information

Land Type	Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor
				Total Land Value: 50000

Style: 86 Cabin
 Occupancy: Single family
 Story Height: 1.0
 Finished Area: 252
 Attic: None
 Basement: None

ACCOMMODATION
 Finished Rooms: 3
 Bedrooms: 1
 HEATING AND AIR CONDITIONING
 Primary Heat: No heat-wood stove/insert
 Lower Full Part
 /Bsmt 1 Upper Upper

ROOFING
 Material: Metal
 Type: Gable
 Framing: Std for class
 Pitch: Medium 5/12-8/12

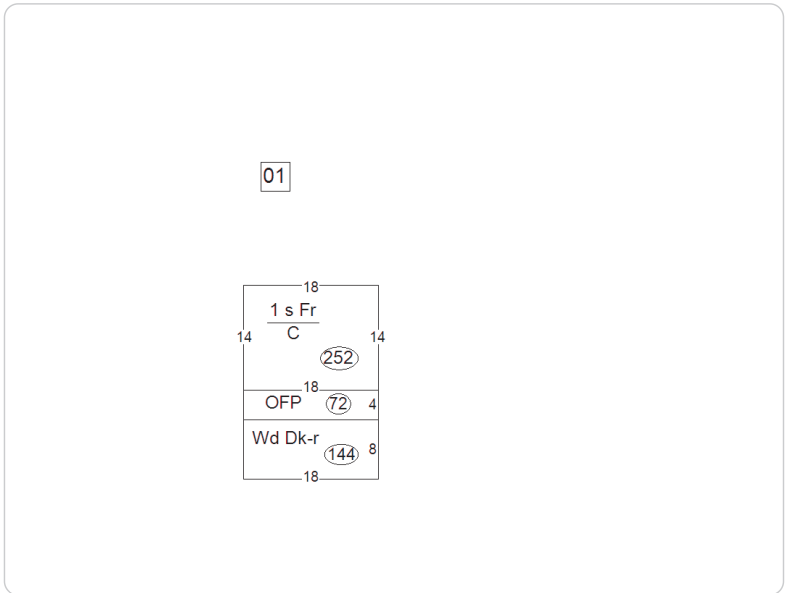
PLUMBING
 # TF
 3 Fixt. Baths 0 0
 Kit Sink 1 1
 Water Heat 1 1
 TOTAL 2

FLOORING
 Sub and joists 1.0
 Wood 1.0

REMODELING AND MODERIZATION
 Amount Date

EXTERIOR COVER
 Wood siding 1.0

INTERIOR FINISH
 Drywall 1.0



Special Features	
Description	

Summary of Improvements								
ID	USE	Story Height	Const Type	Grade	Year Cons	Eff Year	Cond	Size or Area
D 01	DWELL SHED	0.00 0.00	1	D C*	1950 2014	1950 2014	AV P	252 0
Total Improvement Value								5000

Carl W. Jessee (SEAL)
Carl W. Jessee

Shirley D. Jessee (SEAL)
Shirley D. Jessee

STATE OF VIRGINIA,
COUNTY OF PULASKI, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Carl W. Jessee and Shirley D. Jessee, whose names are signed to the foregoing deed of trust, bearing date of the 7th day of September, 1971, have personally appeared before me in my jurisdiction and acknowledged the same.

Given under my hand this 14th day of September, 1971.

My commission expires: 6-4-73

Richard D. Nelson
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Pulaski County. This instrument with the certificate of acknowledgment thereto annexed, is admitted to record at 9:25 o'clock AM September 8, 1971.

Marvin G. Graham CLERK

Examined and Delivered

To Mark S. Cox
Ernest P. Taylor
Mary Clark Cooper
Clarence C. Cooper
Edwin P. Clark
Barbara Q. Cox
Clerk

THIS DEED made and entered into this the 20th day of August, 1971, by and between MAUDE CLARK TAYLOR AND ERNEST P. TAYLOR, her husband; MARY CLARK COOPER AND CLARENCE C. COOPER, her husband; and EDWIN P. CLARK, unmarried, parties of the first part, and MARK S. COX AND BARBARA Q. COX, husband and wife, as tenants by the entireties with the right of survivorship as at common law, parties of the second part.

WITNESSETH:

THAT in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Maude Clark Taylor, Ernest P. Taylor, Mary Clark Cooper, Clarence C. Cooper and Edwin P. Clark do hereby grant and convey, with covenants of general warranty of title, unto Mark S. Cox and Barbara Q. Cox, as tenants by the entireties with the right of survivorship as at common law, all that tract or parcel of land located, lying and being in Ingles Magisterial District, Pulaski County, Virginia, being described as follows:

BEGINNING at a marked sycamore tree on the West side of State Road 693 on the North side of Alford Branch, and in the line of certain property conveyed to Stanley Eugene Taylor by S. G. Mabe and Mamie C. Mabe by deed dated March 28, 1955, of record in the Clerk's Office of the Circuit Court of Pulaski County, Virginia, in Deed Book 166, page 434; thence with the Taylor line North 80 deg. 30' West 132 feet to a point on the North side of said branch; thence continuing with said line North 81 deg. 00' West 20.6 feet to a stake at the edge of New River and the mouth of Alford Branch; thence down said river to the corner of Lot One (1), as shown on the hereinafter referred to map; thence North 1 deg. 00' East 50 feet to a point, the Southwest corner of Lot Two (2), as shown on said map; thence with a line of same South 81 deg. 40' East 155 feet to a point in the Western line of said road; thence South 1 deg. 30' East 50 feet to a point; thence to the sycamore tree, the point of BEGINNING. Being Lot One (1) as shown by survey and map prepared by Dewey Alderman, Surveyor, on May 25, 1961, which is attached hereto, made a part of this deed, and is to be recorded herewith; and in addition thereto a small strip or parcel of land lying between the Taylor line and said Lot One (1).

Being a portion of the 55-acre tract or parcel of land that was conveyed to Robert Bruce Clark by Bruce Clark and Mamie A. Clark, his wife, by deed dated March 9, 1940, of record in the aforesaid Clerk's Office in Deed Book 119, page 152.

Robert Bruce Clark died intestate and without issue on the 20th day of June, 1959, being survived by the following brothers and sisters as his heirs at law, namely, Edith Clark Perkins, Fanny Clark Fugate, Albert F. Clark, Charles G. Clark, Edwin P. Clark, Maude Clark Taylor and Mary Clark Cooper.

By deed dated July 11, 1960, of record in the aforesaid Clerk's Office in Deed Book 193, page 298, Edith Clark Perkins and H. A. Perkins, her husband, Fanny Clark Fugate and Joshua H. Fugate, her husband, Albert F. Clark and Lucy G. Clark, his wife, Charles G. Clark and Elinor Irene Clark, his wife, conveyed all of their rights and interest in the said 55-acre tract or parcel of land to Maude Clark Taylor and Mary Clark Cooper, equally and jointly.

The parties of the first part covenant that they are the only persons having an interest in said property and the right to convey same.

TO HAVE AND TO HOLD the real property hereby conveyed, together with the easements and appurtenances thereunto belonging or appertaining, unto Mark S. Cox and Barbara Q. Cox, as tenants by the entireties with the right of survivorship as at common law, their assigns, his or her heirs, forever.

WITNESS the following signatures and seals the day and year first above written.

Maude Clark Taylor (SEAL)
Maude Clark Taylor

Ernest P. Taylor (SEAL)
Ernest P. Taylor

Mary Clark Cooper (SEAL)
Mary Clark Cooper

Clarence C. Cooper (SEAL)
Clarence C. Cooper

Edwin P. Clark (SEAL)
Edwin P. Clark

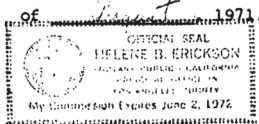
STATE OF CALIFORNIA

COUNTY/CITY OF San Diego, TO-WIT:

I, Helene B. Erickson, a Notary Public in and for the County/City of San Diego, State of California, do hereby certify that Maude Clark Taylor and Ernest P. Taylor, whose names are signed to the foregoing and annexed writing dated August 20, 1971, this day personally appeared before me in my county/city and state aforesaid and acknowledged said writing to be their act and deed.

My commission expires June 2, 1972

Given under my hand and notarial seal this 3rd day



Helene B. Erickson
NOTARY PUBLIC

STATE OF OHIO

COUNTY/CITY OF Richland, TO-WIT:

I, Madeline M. Banker, a Notary Public in and for the County/City of Richland, State of Ohio, do hereby certify that Mary Clark Cooper and Clarence C. Cooper, whose names are signed to the foregoing and annexed writing dated August 20, 1971, this day personally appeared before me in my county/city and state aforesaid and acknowledged said writing to be their act and deed.

My commission expires 5-4-72

Given under my hand and notarial seal this 3rd day of Sept, 1971.

Madeline M. Banker
NOTARY PUBLIC

STATE OF VIRGINIA

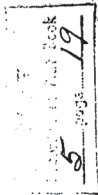
COUNTY OF PULASKI, TO-WIT:

I, Donna C. Francom, a Notary Public in and for the County of Pulaski, State of Virginia, do hereby certify that Edwin P. Clark, whose name is signed to the foregoing and annexed writing dated August 20, 1971, this day personally appeared before me in my county and state aforesaid and acknowledged said writing to be his act and deed.

My commission expires September 15, 1971

Given under my hand this 26th day of August, 1971.

Donna C. Francom
NOTARY PUBLIC



VIRGINIA: In the Clerk's Office of the Circuit Court of Pulaski County. This instrument, with the certificate of acknowledgment thereto annexed, is admitted to record at 10:20 o'clock AM September 8, 1971. Adm. Fee \$ 1.50

TESTE Walter J. Graham CLERK

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(23) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(24) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Richmond, Virginia 23240, and in the case of Borrower to him at his post office address stated above.

WITNESS the hand(s) and seal(s) of Borrower the day and year first above written.

Larry D. Morris (SEAL)
LARRY D. MORRIS

Patricia M. Morris (SEAL)
PATRICIA M. MORRIS

STATE OF VIRGINIA

COUNTY OF PULASKI

ACKNOWLEDGMENT

I, JOHN N. DALTON, a Notary Public for the county and State aforesaid, do certify

that LARRY D. MORRIS

and PATRICIA M. MORRIS, his wife,

whose names are signed to the writing above, bearing date on the 20th day of September, 1972, acknowledged the same before me in my county aforesaid.

Given under my hand and official seal this 20th day of September, 1972.

My term of office as Notary expires: November 13, 1973

John N. Dalton
Notary Public.

STATE OF VIRGINIA

COUNTY OF PULASKI

In the Clerk's office of PULASKI County, at 10:05 A. M., on this 20th day of September, 1972, this deed was presented properly stamped and together with the certificate annexed, admitted to record.

Teste *Marvin G. Ashore*
Clerk

GPO 818-880

Examined and Delivered
to *Mark S. Cox*
Sept 29
Marvin G. Ashore Clerk
Mailed to *Box 61A Rt. 1*
Lawrence, Va

THIS DEED made and entered into this the 23rd day of May, 1972, by and between MAUDE CLARK TAYLOR AND ERNEST P. TAYLOR, her husband; MARY CLARK COOPER AND CLARENCE C. COOPER, her husband; and EDWIN P. CLARK, unmarried, parties of the first part; and MARK S. COX AND BARBARA Q. COX, husband and wife, as tenants by the entireties with the right of survivorship as at common law, parties of the second part.

WITNESSETH:

THAT in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknow-

ledged, Maude Clark Taylor, Ernest P. Taylor, Mary Clark Cooper, Clarence C. Cooper and Edwin P. Clark do hereby grant and convey, with covenants of general warranty of title, unto Mark S. Cox and Barbara Q. Cox, as tenants by the entireties with the right of survivorship as at common law, all that tract or parcel of land located, lying and being in Ingles Magisterial District, Pulaski County, Virginia, being described as follows:

BEGINNING at a point in the Western line of State Road 693, at the corner of Lot One (1), as shown on the hereinafter referred to map, which was conveyed by the parties of the first part to the parties of the second part by deed dated August 20, 1971; thence North 81 deg. 40' West 155 feet to a point on the bank of New River; thence down said river North 1 deg. 00' East 50 feet to a point, the Southwestern corner of Lot Three (3); thence with a line of same South 81 deg. 40' East 155 feet to a point in the Western line of said road; thence with same South 1 deg. 30' East 50 feet to the point of BEGINNING. Being Lot Two (2), as shown by survey and map prepared by Dewey Alderman, Surveyor, on May 25, 1961, which map is of record in the Clerk's Office of the Circuit Court of Pulaski County, Virginia, in Plat Book 5, page 19.

Being a portion of the 55-acre tract or parcel of land that was conveyed to Robert Bruce Clark by Bruce Clark and Memie A. Clark, his wife, by deed dated March 9, 1940, of record in the aforesaid Clerk's Office in Deed Book 119, page 152.

Robert Bruce Clark died intestate and without issue on the 20th day of June, 1959, being survived by the following brothers and sisters as his heirs at law, namely, Edith Clark Perkins, Fanny Clark Fugate, Albert F. Clark, Charles G. Clark, Edwin P. Clark, Maude Clark Taylor and Mary Clark Cooper.

By deed dated July 11, 1960, of record in the aforesaid

Clerk's Office in Deed Book 193, page 298, Edith Clark Perkins and H. A. Perkins, her husband, Fanny Clark Fugate and Joshua H. Fugate, her husband, Albert F. Clark and Lucy G. Clark, his wife, Charles G. Clark and Elinor Irene Clark, his wife, conveyed all of their rights and interest in the said 55-acre tract or parcel of land to Maude Clark Taylor and Mary Clark Cooper, equally and jointly.

The parties of the first part covenant that they are the only persons having an interest in said property and the right to convey same.

TO HAVE AND TO HOLD the real property hereby conveyed, together with the easements and appurtenances thereunto belonging or appertaining, unto Mark S. Cox and Barbara Q. Cox, as tenants by the entireties with the right of survivorship as at common law, their assigns, his or her heirs, forever.

WITNESS the following signatures and seals the day and year first above written.

Maude Clark Taylor (SEAL)
Maude Clark Taylor

Ernest P. Taylor (SEAL)
Ernest P. Taylor

Mary Clark Cooper (SEAL)
Mary Clark Cooper

Clarence C. Cooper (SEAL)
Clarence C. Cooper

Edwin P. Clark (SEAL)
Edwin P. Clark

STATE OF CALIFORNIA

COUNTY/CITY OF Riverside, TO-WIT:

I, Mildred H. Markley, a Notary Public in
and for the County/City of Palm Desert, State of
California, do hereby certify that Ernest P. Taylor, whose name
is signed to the foregoing and annexed writing dated May 23, 1972,

this day personally appeared before me in my county/city and state
aforesaid and acknowledged said writing to be his act and deed.

My commission expires June 24, 1972

Given under my hand and notarial seal this 30th day
of May, 1972.



Mildred H. Markley
Notary Public
Mildred H. Markley

STATE OF VIRGINIA

COUNTY OF PULASKI, TO-wit:

I, Lawrence C. Brown, a Notary Public in
and for the County of Pulaski, State of Virginia, do hereby certify
that Maude Clark Taylor, Mary Clark Cooper, Clarence C. Cooper and
Edwin P. Clark, whose names are signed to the foregoing and annexed
writing dated May 23, 1972, this day personally appeared before me
in my county and state aforesaid and acknowledged said writing to
be their act and deed.

My commission expires December 8, 1975

Given under my hand this 26th day of May, 1972.

Lawrence C. Brown
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Pulaski
County. This instrument, with the certificate of acknowledgment
thereto annexed, is admitted to record at 11:45 o'clock A.M.
September 20, 1972. Ad. Fee \$1.50

TESTE Marvin B. Gordon CLERK

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 14th, 2021, between Mark Cox owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and

_____ (hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

- 1. Real Property.** Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Pulaski, Virginia, and described as:

Legal Description – Portion of Tax ID # 108-1-49A, Tax ID # 108-5-1 and Tax ID # 108-5-2; Deed Book 281, Page 456; Portion of Lot 1, Lot 2 & Lot 3 of Maude C Taylor; Consisting of +/- .37 acres and improvements

Commonly known as – 2053 Julia Simpkins Rd., Hiwassee, VA 24347

- 2. Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____

_____ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

- 3. Deposit.** Purchaser has made a deposit with Seller, of \$5,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Seller, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

- 4. Settlement Agent and Possession.** Settlement shall be made at _____ on or before November 29th, 2021 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

5. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is

Seller's Initials _____

Purchaser's Initials _____

within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

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

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

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

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because property is vacant land and exempt.

Seller's Initials _____

Purchaser's Initials _____

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. (See Standard Provision J on Exhibit A.)

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(e) **Notice of Principal Residence.** Purchaser does _____ or does not _____ intend to occupy the Property as Purchaser's principal residence.

(f) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the

Seller's Initials _____

Purchaser's Initials _____

transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

(g) **Choice of Settlement Agent.** Virginia’s Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

6. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney’s fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser’s bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser’s sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with

Seller’s Initials _____

Purchaser’s Initials _____

respect to the Property shall be extinguished.

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

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

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

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

Seller's Initials _____

Purchaser's Initials _____

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

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

Seller's Initials _____

Purchaser's Initials _____

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

Mark Cox (Seller) 10/14/2021

Purchaser Name

Address

Phone # Email

(Purchaser signature) 10/14/21

Purchaser Name

Address

Phone # Email

(Purchaser signature) 10/14/21

Seller's Initials _____

Purchaser's Initials _____