



**Blue Ridge Land  
& Auction Co., Inc**

## TERMS OF AUCTION

**AUCTION FOR** – Margaret Giles

**AUCTION LOCATION** – 381 Wills Ridge Road; Floyd VA 24091

**AUCTION DATE** –SATURDAY, October 22nd 2016 @ 10AM. ONLINE BIDDING AVAILABLE

**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 Margaret Giles, “Seller” to offer to sell at public auction certain real property located at 381 Wills Ridge Road; Floyd VA 24091

**Legal Description** : Tax Map # 42-63A & 42-63D; IN # D040001451

PC2-193 Tract # 1 and Tract # 2 Totaling 2.05 Acres; Alum Ridge Magisterial District of Floyd County.

**AGENCY DISCLOSURE** – Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

**COLLUSION** – Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

**COPYRIGHT FOR AUCTION** – The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

**PROPERTY DESCRIPTION – Tax Map # 42-63A & 42-63D; IN # D040001451**

**PC2-193 Tract # 1 and Tract # 2 Totaling 2.05 Acres; Alum Ridge Magisterial District of Floyd County.**

And more commonly known as; **381 Wills Ridge Road; Floyd VA 24091**

**DUE DILIGENCE** – Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively “Property Issues”). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to updated any information provided or published and will have no liability whatsoever for failing to do so.

**DISCLAIMERS** – Participation in the Auction is at Bidder’s sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered **“AS IS, WHERE IS, WITH ALL FAULTS.”** To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

**DISCLOSURES** - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

**BIDDER REGISTRATION** – Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

**AUCTION METHOD** – Auction will be “Absolute” and conducted on – site at **381 Wills Ridge Road, Floyd, VA 24091** with online bids being considered while auction is online and until live bids are complete and with live bids being considered starting at approximately **10am EDT on Saturday October 22, 2016**. Final high bid amount will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid. Purchaser will be required to make a 10% Earnest Money Deposit and close within 30 days.

**SALE CONTRACT** – Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties’

rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 30 days following the Auction.

**EARNEST MONEY DEPOSIT** – Purchaser will be required to make 10% Earnest Money Deposit on October 22, 2016. The 10% Earnest Money Deposit is calculated as 10% of final Contract Price which is the high and final bid. The Earnest Money Deposit shall be made with certified funds, good check, or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

**TITLE** - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General 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.

**RELEASE FOR USE** – Bidders, Buyers, and other persons present at the Auction (collectively “Attendees”) are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape, photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time, or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

**DISPUTE RESOLUTION** – There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation.

Any action must be commenced within two (2) years from the date when the cause of action accrues or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue – Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of Virginia, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Floyd in the State of Virginia.

**MISCELLANEOUS** – The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributees, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.



# Blue Ridge Land & Auction Co., Inc

Address: 381 Wills Ridge Rd, Floyd, VA 24081



<b>Apx Acr:</b>	2.05	<b>Status:</b>	Active
<b>Subdivision:</b>	None	<b>Appearance:</b>	Good
<b>Levels:</b>	One	<b>County/City:</b>	Floyd
<b>Master on Main:</b>	Y	<b>Yr Built/Source:</b>	1986 / Public Record
<b># Rooms:</b>	6	<b>School District:</b>	Floyd
<b>Bds:</b>	3	<b>Elementary School:</b>	Floyd
<b>FBths:</b>	3	<b>Middle School:</b>	Other
<b>HBths:</b>	0	<b>High School:</b>	Floyd County

**Directions:** From Floyd - Webbs Mill Road (Route 8 North Towards Christiansburg) Left on Wills Ridge Road - Property on right less than one mile. Sign

**Public Remarks:** Brick Ranch home with tremendous long range mountain views. Portion of basement is finished with family room and bathroom. Attached garage and small outbuilding for storage. Close to town.

<b>Apx Ttl Fin SqFt:</b>	1,660	<b>Apx Upper SqFt Fin:</b>	0	<b>Apx Bsmnt SqFt Fin:</b>	280
<b>Apx Main SqFt:</b>	1,380	<b>Apx Upper SqFt Unfin:</b>		<b>Apx Bsmt SqFt Unfin:</b>	1,100
<b>Apx Lower SqFt Unfin:</b>		<b>Apx Lower SqFt Fin:</b>			

Room Name	Room Level	Length	Width	Remarks	Room Name	Room Level	Length	Width	Remarks
Living Room	Main	17	15		Master on Main	Main	13	11	
Kitchen	Main	8	12		Bedroom 2	Main	12	10	
Dining Room	Main	12	13		Bedroom 3	Main	11	10	

<b>Style/Structure/Home:</b> Ranch	<b>Water:</b> Shared Well
<b>Patio/Dk/Porch Info:</b> Deck Dim/Descr: 18x12	<b>Sewer:</b> Septic
<b>Exterior Finish:</b> Brick	<b>Heating:</b> Baseboard-Electric; Heat Pump
<b>Garage/Carport:</b> Single/Attached	<b>Air Conditioning:</b> Heat Pump
<b>Roofing:</b> Shingle	<b>Fireplace:</b> Living Room; Wood Stove
<b>Basement:</b> Concrete Floor; Full; Partially Finished; Rec Room/Game Room; Other-See Remarks	<b>Flooring:</b> Carpet; Ceramic Tile; Hardwood; Vinyl
<b>Attic:</b> Pull Down Stairs	

**Land Description:** Road Frontage; Rural; View; Other-See Remarks

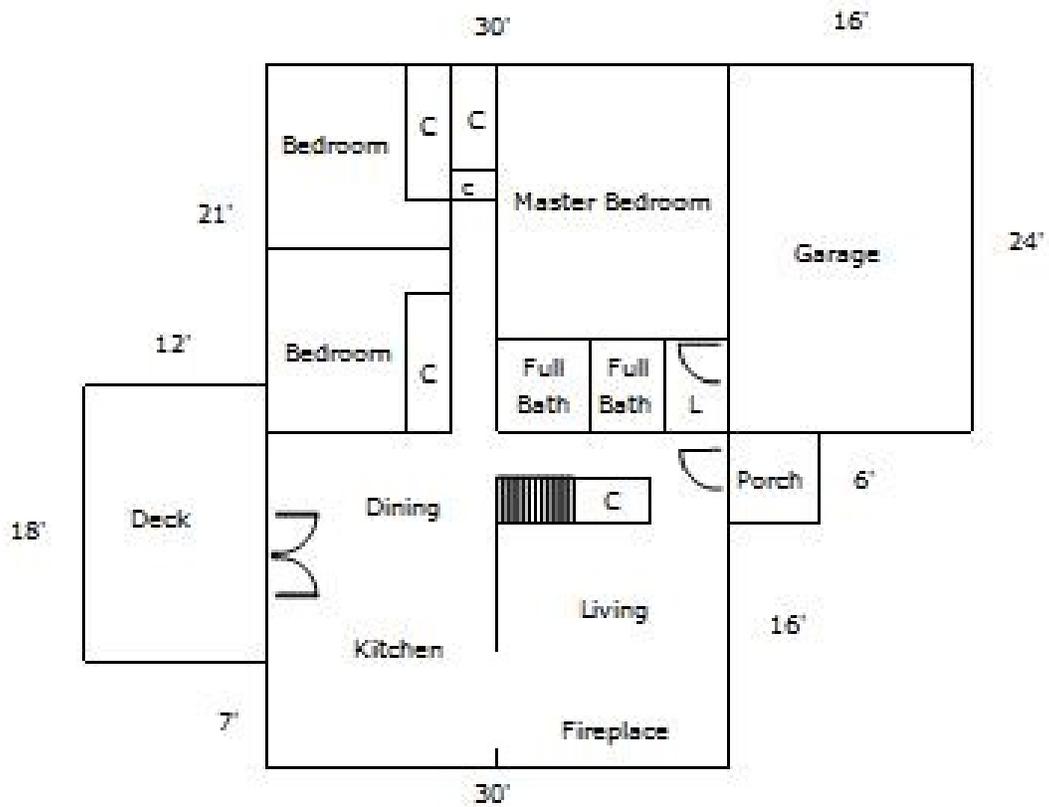
**Interior Features:** Ceiling Fan(s); Laundry on Main; Walls-Drywall

**Appliances:** Dishwasher; Dryer/Electric; Range/Electric; Refrigerator; Washer

**Legal Description:** Alum Ridge Magisterial District; PC2-193 Tract 1 & 2; D040001451

<b>Parcel Nbr:</b>	42-63A & 42-63D	<b>Taxes:</b>	920	<b>Lot Size:</b>	
<b>Deed Bk/Pg Instrumnt:</b>	D040001451	<b>Tax Year:</b>	2015	<b>Lot Size</b>	Surveyor

# General Floorplan - 1,380 SF



OWNER'S STATEMENT:  
 THIS IS TO CERTIFY THAT THE SUBDIVIDED PROPERTY SHOWN ON THIS PLAT OF SURVEY IS IN STRICT ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS THEREOF.

*Isaac J. Harman Ruby M. Harman*  
 ISAAC J. HARMAN RUBY M. HARMAN

STATE OF VIRGINIA  
 COUNTY/CITY Floyd TO-WIT:  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12th DAY OF May 1999  
 BY ISSAC J. HARMAN AND RUBY M. HARMAN  
 MY COMMISSION EXPIRES 3/31/2001

*Joseph A. Pittman*  
 JOSEPH A. PITTMAN  
 NOTARY PUBLIC

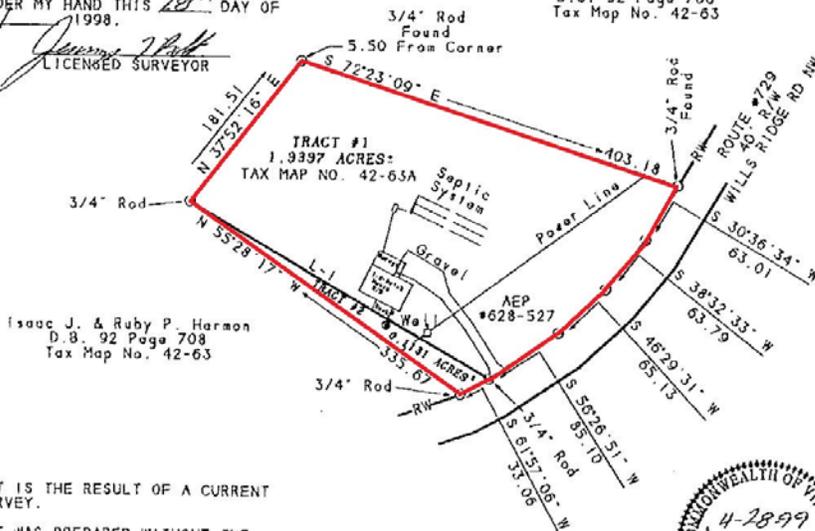
SOURCE OF TITLE:  
 THIS IS TO CERTIFY THAT THE PROPERTY EMBRACED WITHIN THE LIMITS OF THE HEREON SHOWN TRACT #2 IS A PORTION OF THE LAND ACQUIRED BY ISSAC J. HARMAN AND RUBY J. HARMAN RECORDED IN DEED BOOK 92 PAGE 708 IN THE CLERKS OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY, VIRGINIA IN WHICH THE ABOVE REFERRED TO DEED IS THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND.

*Jennings L. Bolt*  
 JENNINGS L. BOLT LS

SURVEYOR'S CERTIFICATE:  
 I HEREBY CERTIFY TO THE BEST OF KNOWLEDGE AND BELIEF ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF FLOYD, VIRGINIA REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLIED WITH.  
 GIVEN UNDER MY HAND THIS 20th DAY OF April 1998.

*Jennings L. Bolt*  
 JENNINGS L. BOLT  
 LICENSED SURVEYOR

Isaac J. & Ruby P. Harman  
 D.B. 92 Page 708  
 Tax Map No. 42-63



Isaac J. & Ruby P. Harman  
 D.B. 92 Page 708  
 Tax Map No. 42-63

THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.

THIS PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A DESIGNATED FLOOD HAZARD ZONE. (THIS PROPERTY IS IN FLOOD ZONE "X".)

TRACT #2 IS A LOT LINE REVISION.

CERTIFICATE OF APPROVAL:

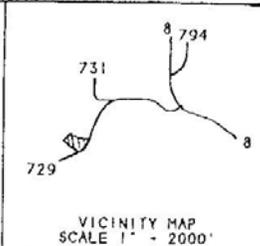
THIS SUBDIVISION IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE COMMITTED TO RECORD.

(DATE) 6-22-99 (SIGNED) *Robert L. Birt*  
 CHAIRMAN OR AGENT, COUNTY BOARD OF SUPERVISORS

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County, Virginia, at 9:04 June 24 1999, at 11 A.M. This Map received in office, and admitted to record.  
 WENDELL G. PETERS, CLERK.

Teste: *Donald J. Howell*  
 Clerk-Deputy Clerk

LINE NO.	DIRECTION	LENGTH
L-1	N 60°15'06" W	352.12



LARRY M. HARMAN  
 AND  
 CARMAN B. HARMAN

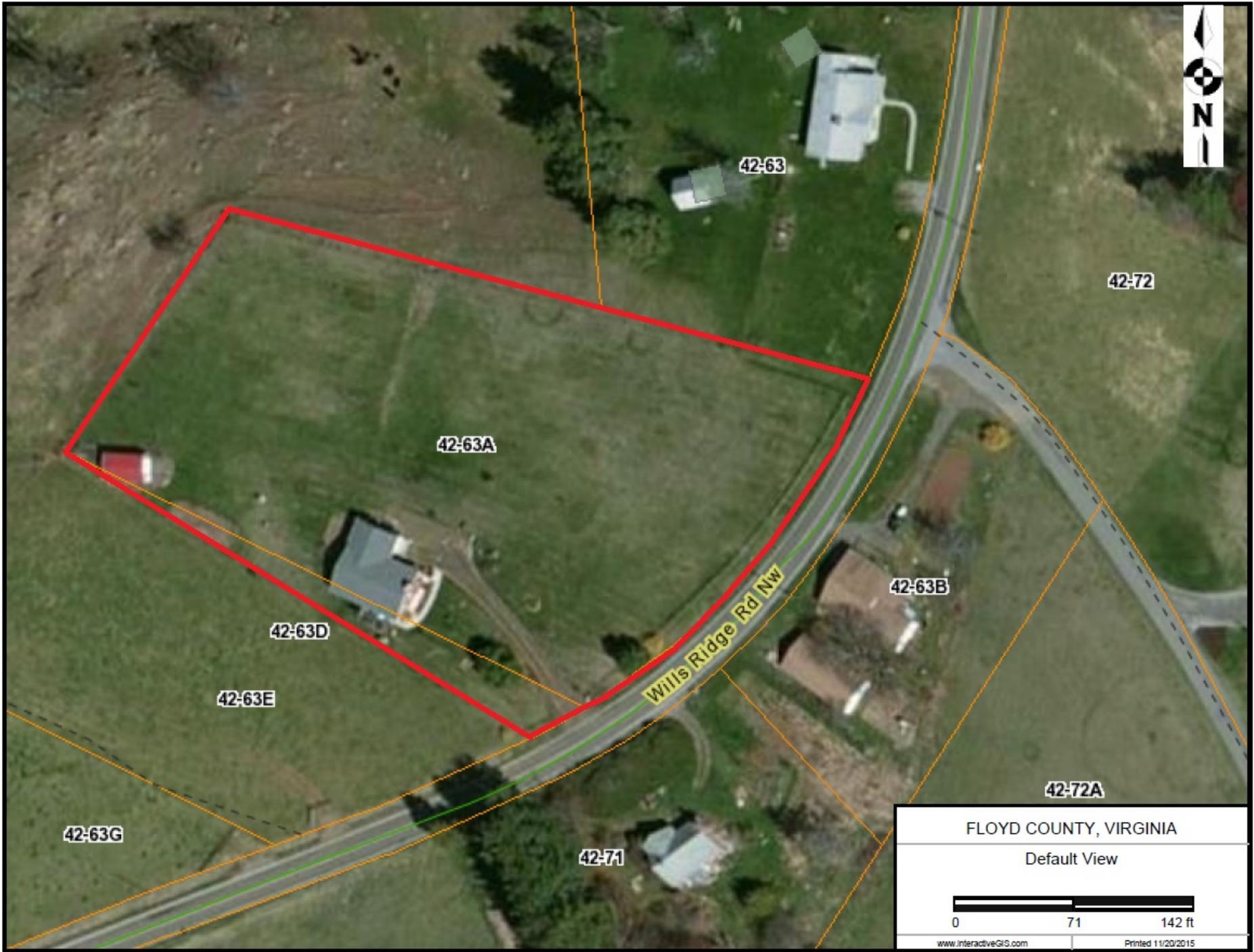
ALUM RIDGE MAGISTERIAL DISTRICT  
 FLOYD COUNTY, VIRGINIA  
 SCALE 1" = 100'  
 APRIL 28, 1999  
 JENNINGS L. BOLT LS  
 FLOYD, VIRGINIA 24091

TRACK #1  
 DEED REFERENCE  
 DEED BOOK 153 PAGE 836  
 TAX MAP NO. 42-63A

TRACK #2  
 PART OF TAX MAP NO. 42-63

JOB #1276

1 PC2-192



040001451

Tax Map No. 42-63A & 42-63D

JEANNETTE H. DIXON

TO: DEED

MARGARET M. GILES

**DEED OF BARGAIN AND SALE**

THIS DEED OF BARGAIN AND SALE, made this 26<sup>th</sup> day of May, 2004, by and between **JEANNETTE H. DIXON**, hereinafter styled Grantor, and **MARGARET M. GILES**, hereinafter styled Grantee,

**WITNESSETH:**

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey, in fee simple and with GENERAL WARRANTY and ENGLISH COVENANTS of Title, unto Grantee, the following described property, being and lying in Floyd County, Virginia, to wit:

**TRACT 1:**

**ALL** that certain tract or parcel of real estate, together with the improvements thereon and appurtenances thereunto belonging, situate in the Alum Ridge Magisterial District of Floyd County, Virginia, containing 1.9397 acres, more or less, as shown on a plat of survey prepared by Jennings L. Bolt, L.S., dated April 28, 1999, a copy of which plat is of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia in PC2-193, and

**TRACT 2:**

**ALL** that certain tract or parcel of real estate, together with the improvements thereon and appurtenances thereunto belonging, situate in the Alum Ridge Magisterial District of Floyd County, Virginia, containing 0.1131 acres, more or less, as shown on a plat of survey prepared by Jennings L. Bolt, L.S., dated April 28, 1999, a copy of which plat is of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia

PG0070 MAY 27 04

James W. Shortt & Associates, P.C.  
Attorneys and Counsellors at Law  
108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091  
Tel (540) 745-3131 • Fax (540) 745-2999

5-27-04 Mailed!  
Margaret Giles  
381 Wills Ridge Rd.  
Floyd, VA 24091

James W. Shortt & Associates, P.C.  
Attorneys and Counsellors at Law  
108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091  
Tel (540) 745-3131 • Fax (540) 745-2999  
PG0071 MAY 27 2004

in PC2-193, and

BEING all of the same property conveyed to Jeannette H. Dixon, by Deed dated June 25, 1999, from Larry M. Harman and Carman B. Harman, husband and wife, said Deed of record in the aforesaid Clerk's Office at Instrument No. 990001545.

This conveyance is made expressly subject to all covenants, conditions, restrictions, easements and rights of way of record.

WITNESS the following signatures and seals:

Jeannette H. Dixon (SEAL)  
Jeannette H. Dixon

State of Virginia  
City/County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2004, by Jeannette H. Dixon.

My commission expires: 7-31-06  
Wendell G. Peters  
Notary Public

Nota Bene: This instrument was prepared without the benefit of a current title examination.

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
May 26, 2004, at 4:08, P.M.  
This Instrument received in office, and, with certificate thereto attached admitted to record. The tax imposed by Section 58.1-802 of the code in the amount of \$ 156.00 has been paid.

Teste: WENDELL G. PETERS, Clerk  
Wendell G. Peters D.C.

381 WILLS RIDGE RD  
FLOYD VA 24091

ACREAGE: 1.94

SITUS: 381 WILLS RIDGE RD

Base Value Htd 121,670

Base Value Non Liv 35,872

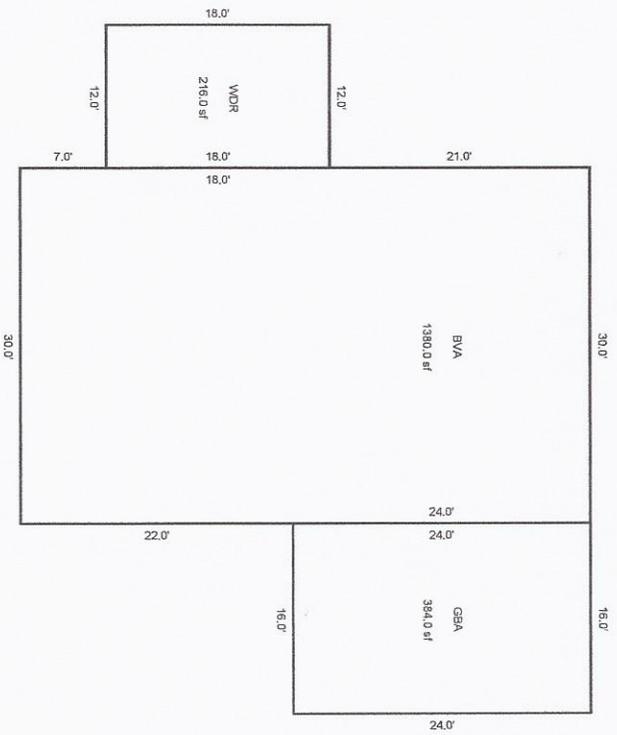
DB: - DIST: 01  
WB: - DATE: 03/04/2015  
CLASS: 2  
Base Value Xf 23,625  
Phys Depr 80  
Func Obsl Econ Obsl

**CONSTRUCTION DETAIL - BLDG\_MODEL\_1**

- ACT\_YEAR\_BLT 1986 ACT\_YEAR\_BLT 27 C+5
- GRADE 1 STORIES
- STORIES 10 BRICK
- EXT\_WALL\_1 0-
- EXT\_WALL\_2 5 HEAT PUMP
- HEATING\_TYPE 2 CENTRAL
- AIRCOND 3 BATHS FULL
- BATHS\_FULL 1 SWL PRIVATE
- SWL0401 1 1 S FP BR
- FIREPLACED201 2 CONVENTION
- ARCH\_STYLE 1 COMP SHG
- ROOF\_COVER 7 BRICK
- FOUNDATION 1 WOOD
- FRAME 3 BEDROOMS
- BEDROOMS 6 ROOMS
- ROOMS 1 GOOD
- CONDITION 1010 SFR
- BUILDING\_TYPE

Sub	Htd	Nl-Area	Rt	Gr Nbd
BFA	0	144	14	1.05 1
BUG	0	1380	13	1.05 1
BVA	1380	0	0	1.05 1
GBA	0	384	28	1.05 1
WDR	0	216	16	1.05 1

Sketch by Apex IV/Windows™



Mkt Value Main Bldg This Card

Summary	Value	Override
Mkt Value Land	35000	35000
Mkt Value Bldg(s)	148500	148500
Mkt Value Total	183500	183500

**NOTES**

ATTACHMENTS: No  
NEW\_CNST: No  
DATE\_APPRAISED: 1/15/14  
APR\_INITIALS: DM  
DATA\_SOURCE: Owner  
HOME\_CODE: Yes

AS400: 3935  
DATE LISTED: 0  
MINERAL\_CODE: -  
SPECIAL\_CODE: -

SALE DATA

Rcpt#	DT	Date	QU	VI	Price
D040001451	DBS	05/26/04	U	I	155
D990001545		06/26/99			

From Jeanette H Dixon.

TIME\_DAY: 4:00

BOE\_CODE: -

TTL Code	1380	2124	ACRES:	1	YearBlt	Lgth	Width	Adj	Value	Units	Fnl Val	Notes
XFOB0000	1	MTL GAR			2005	25	18	0	8	450	3600	LOW COST GARAGE

Code	Sub Cd	Occur	Desc	Frtg	Depth	Adj1	Adj2	Adj3	Adj4	Value	Units	Fnl Val	Notes
2000003	LAND_A	1	HOMEBSITE WVD	0	0	0	0	0	0	35000	1	35000	FV LONG RANGE VIEWS

381 WILLS RIDGE RD  
FLOYD VA 24091

ACREAGE: .11

SITUS:

Occur

Htd Area

Effec Rate

Base Value Htd

Base Value Non Liv

Base Value Xf

Phys Depr

Func Obsl

Econ Obsl

CONSTRUCTION DETAIL -

0

0.00

0

0

0

Mkt Value Main Bldg This Card 0

SUMMARY Value Override

Mkt Value Land 600 600

Mkt Value Bldg(s) 0 0

Mkt Value Total 600 600

NOTES

ATTACHMENTS: No  
NEW\_CNST: No  
DATE\_APPRAISED: 1/16/14  
APR\_INITIALS: DM  
DATA\_SOURCE: -  
HOME\_CODE: No

AS400: 13410  
DATE\_LISTED: 0  
MINERAL\_CODE: -  
SPECIAL\_CODE: -

SALE DATA

Rcpt#	DT	Date	QU	VI	Price
D040001451	DBS	05/26/04	U	V	155700
D990001545		06/26/99			0

From Jeannette H Dixon

TIME\_DAY: 12:30

BOE\_CODE: -

TTL Code	Occur	ACRES: Desc	.11	YearBlt	Lgth	Width	Adj	Value	Units	FnI Val	Notes
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Code	Sub Cd	Occur	Desc	Frtg	Depth	Adj1	Adj2	Adj3	Adj4	Value	Units	FnI Val	Notes
3010005	LAND_A	1	P/O ANOTHER	0	0	0	0	0	0	5000	.11	600	



VIRGINIA ASSOCIATION OF REALTORS®  
 DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT  
 LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS  
 (Purchase)



This disclosure applies to the property(ies) in the City or County of Floyd and is described as follows:  
2.05 Acres located in Alum Ridge Magisterial District; IN # 040001451; 42-6A&D  
381 Wills Ridge Road, Floyd VA 24004

**Lead Warning Statement:**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Sellers' Disclosures (each Seller initial in each space and check the appropriate box after each space)**

MG (a) Presence of lead-based paint hazards (check one below):  
 Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (Explain): \_\_\_\_\_

MG (b) Records and reports available to the Seller (check one below):  
 Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.  
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents): \_\_\_\_\_

**Purchasers' Acknowledgments (each purchaser initial in each space and check the appropriate box after space (e))**

\_\_\_\_\_ (c) Purchaser has received copies of all information listed above.  
 \_\_\_\_\_ (d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home."  
 \_\_\_\_\_ (e) Purchaser has (check one below):  
 Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards.

**Agents' Acknowledgments (each agent involved in this transaction initial in the appropriate space)**

MG (f) Seller's agent (listing agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure seller's compliance therewith.  
 \_\_\_\_\_ (g) Seller's agent (subagent) has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure seller's compliance therewith.  
 \_\_\_\_\_ (h) Purchaser's agent (if agent will receive any compensation from seller or seller's agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure seller's compliance therewith.

**Certification of Accuracy**

The following parties have reviewed the information above and certify that, to the best of their knowledge, the information provided by the signatory is true and accurate.

<u>11-20-2015</u> / <u>Margaret Giles</u>	_____ / _____
Date Seller <b>Margaret Giles</b>	Date Purchaser
_____ / _____	_____ / _____
Date Seller	Date Purchaser
<u>11-20-2015</u> / <u>Matt Gallimore</u>	_____ / _____
Date Agent <b>Matt Gallimore</b>	Date Agent



# Simple Steps To Protect Your Family From Lead Hazards

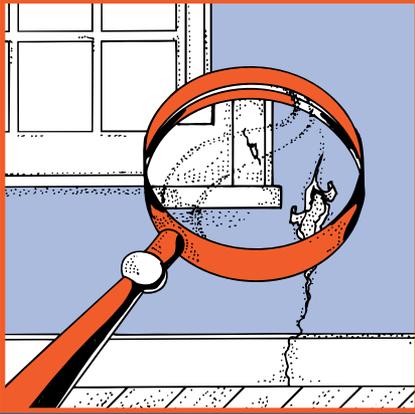
## If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



**Recycled/Recyclable**

Printed with vegetable oil based inks on recycled paper  
(minimum 50% postconsumer) process chlorine free.



# Protect Your Family From Lead In Your Home



 **EPA** United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

# Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

# Lead Gets in the Body in Many Ways

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

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**People can get lead in their body if they:**

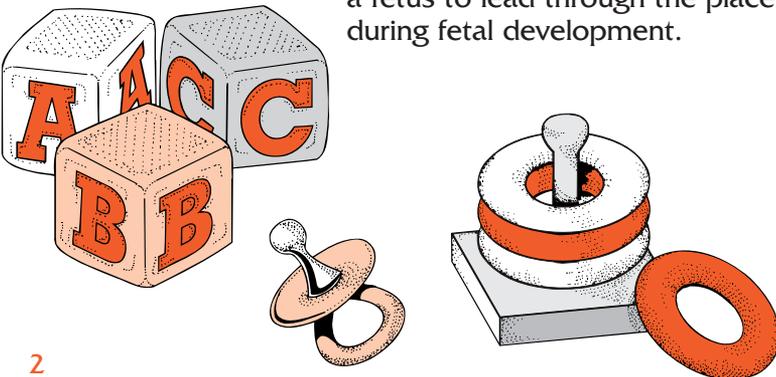
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

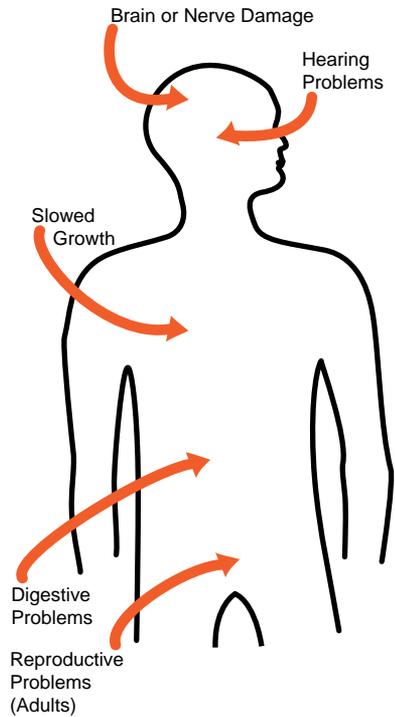
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



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**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

# Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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# Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

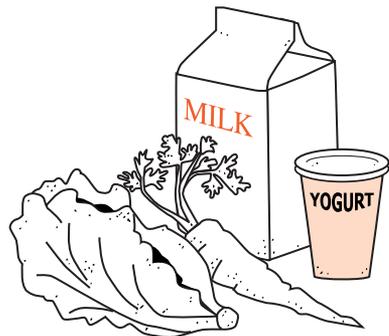
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

# What You Can Do Now To Protect Your Family

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If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



# Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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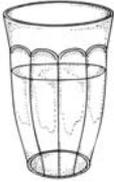
**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

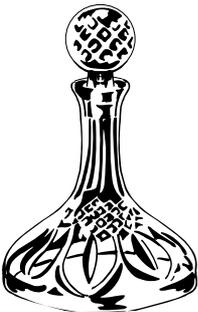
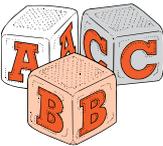
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys and furniture.**
- ◆ Food and liquids stored in **lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

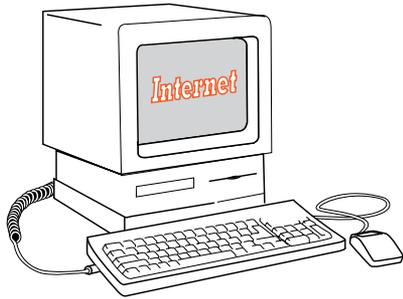


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

# EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

## EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

**RESIDENTIAL PROPERTY DISCLOSURE STATEMENT**  
**NOTICE TO SELLER AND PURCHASER**

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 this form to the purchaser and to refer the purchaser to a Virginia Real Estate Board website for additional information.

Certain transfers of residential property are excluded from this requirement (see § 55-518).

Property Address/ 381 Wills Ridge Rd NW, Floyd, VA 24091

Legal Description: Alum Ridge Magisterial District; PC2-193 Tract # 1 & # 2 Totaling 2.05 Acre

The owner makes no representations with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page. The purchaser is advised to consult the website ( ) for important information about the real property.

The undersigned owner(s) represents that there are no pending enforcement actions pursuant to the Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent, and sanitary living conditions of the real property described above of which the owner has been notified in writing by the locality, nor any pending violation of the local zoning ordinance which the violator has not abated or remedied under the zoning ordinance, within a time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as disclosed on this statement.

\_\_\_\_\_

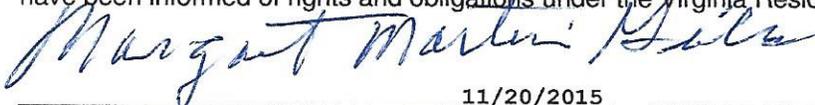
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\_\_\_\_\_

The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of rights and obligations under the Virginia Residential Property Disclosure Act.



Owner 11/20/2015 Date Owner Date  
Margaret Giles

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

\_\_\_\_\_  
Purchaser Date Purchaser Date

DPOR 7/11



## Blue Ridge Land & Auction Co., Inc

### United Country – Blue Ridge Land and Auction

Matt Gallimore – Real Estate Broker & Auctioneer

PO Box 234; 102 South Locust Street

Floyd VA 24091

[Gallimore.matt@gmail.com](mailto:Gallimore.matt@gmail.com)

540-239-2585 or 540-745-2005

**REALTOR PARTICIPATION** – 381 Wills Ridge Road; Floyd VA 24091; Auction Date – 10-22/2016

**Amount** – 20% of Gross Commission at Closing

**Participating Realtor** Name and phone # - \_\_\_\_\_

By registering a buyer participating Realtor has completed and understands the following.

1. Workshop with Auctioneer which informs Realtor of Auction process, Terms of Sale, requirements of Realtor, requirements of registered bidder, and understanding of Purchase Contract.
2. Auction is "Absolute" being sold "As – Is" and contract will not be contingent upon financing or inspections.
3. Realtor attends Auction and property viewings.
4. Registered Bidder has not already been in contact with Auctioneer or registered.
5. Realtor has thoroughly studied Bidder's Packet, especially Terms of Sale and Purchase contract, and has informed bidder of the conditions set forth, and has also informed bidder that they are responsible and expected to complete their own due diligence prior to Auction.
6. Auctioneer nor Seller are making any representations or warranties as to future use of property.
7. Items in Bidder's Packet are for Bidder assistance and obtained from either public record or third parties. Auctioneer and Seller do not guarantee their contents. Realtor requires bidder to review entire Bidder Packet.
8. Auction day announcements override any comments or statements posted in Bidder's Packet, website, or advertisements.

**\*Bidder information, Participating Realtor, and Signatures on Page 2 of this Registration**

**\*Bidder, Participating Realtor Registration and Acknowledgement to previous conditions**

**Participating Realtor** \_\_\_\_\_

Signature

**Registered Bidder**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

***\*Auctioneer will not directly solicit registered bidder and assumes that bidder is a client of participating Realtor.***

# CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 22nd, 2016, between Margaret Giles , owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and

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(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 Floyd, Virginia, and described as:

**Address: 381 Wills Ridge Road; Floyd VA 24091**

**Legal Description: Tax Map # 42-63A & 42-63D; IN # D040001451  
PC2-193 Tract # 1 and Tract # 2 Totaling 2.05 Acres;**

2. **Personal Property:** The following items of personal property, which are free of all liens and encumbrances, are included in this sale "As-Is": Refrigerator, Range

3. **Purchase Price:** The purchase price of the Property is equal to the auction bid price 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.

4. **Deposit.** Purchaser has made a deposit with Seller, of

(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.

5. **Settlement Agent and Possession.** Settlement shall be made at \_\_\_\_\_ on or before **November 22nd, 2016** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Sellers' Initials \_\_\_\_\_

Purchasers' Initials \_\_\_\_\_

6. **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 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

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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 attached hereto.

(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.

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(f) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the 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) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller, Purchaser and applicable agents is attached hereto.

(i) **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.

## 7. **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

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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 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 General 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

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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.

(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.

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

\_\_\_\_\_  
Margaret Giles (Seller) (Date)

\_\_\_\_\_  
Seller (Date)

\_\_\_\_\_  
(Purchaser) (Date)

\_\_\_\_\_  
(Purchaser) (Date)