

Check, VA 24072



2 Bedrooms
1.0 Bathrooms
1448 Square Feet
Lot Size: 4.51 Acre
Listing #: 45038-00217
County: Floyd

There will be an Auction on Saturday April 8th, 2017 at 10 AM. The live auction will be held at 249 Boothe Creek Road, Check VA 24072. The Auction will consider live and online bids for the Home on 4.51 Acres located at 249 Boothe Creek Road, Check VA 24072. You can pre-register and bid online by clicking here:

Terms and Conditions: Property will be sold to the highest bidder regardless of price. Purchaser will be expected to place a 10% Earnest Money Deposit on Auction Day and sign a Real Estate Purchase Contract. Property is being sold "As-Is", not subject to Purchaser obtaining a Mortgage. There will be a 10% Buyer Premium applied to the final bid to arrive at a contract price. Purchaser is expected to close within 45 days. Click on Bidder Packet for Maps, Property Information, Terms of Auction and Sample Purchase Contract.

The home is a One Story brick home built in 1920 on 4.51 acres located in the Check Community of Floyd County. The home is in good condition and has been updated over the years. The house has 2 bedrooms and 1 bathroom. There is 1,448 square feet of living area, an enclosed rear porch and 4 buildings. The home is on a full basement, has a shingle roof, fireplace and electric baseboard heat.

This property has open land and would be a great place to garden, have farm animals and have a hobby farm. Floyd is located within one hour of Roanoke, VA and 30 minutes to Christiansburg, Radford and Blacksburg VA.

For more information, please contact Auctioneer/Broker, Matt Gallimore with United Country - Blue Ridge Land & Auction at 540-239-2585 or email gallimore.matt@gmail.com

Key Features

- Country Home with Acreage
- Hobby Farm in Floyd VA
- Home with Acreage for Sale
- Land and Home in Floyd VA
- Floyd VA Real Estate Auction
- Auction of Hobby Farm
- Country Home for Auction in VA
- Call Matt 540-239-2585



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



Matthew Gallimore

gallimore.matt@gmail.com

Office:(540) 745-2089

Cell:(540) 239-2585



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

TERMS OF AUCTION

AUCTION FOR – Ralph Vest Estate, Donna Hepler - Executor

AUCTION LOCATION – 249 Boothe Creek Road, Check VA 24072

AUCTION DATE – SATURDAY, APRIL 8th 2017 @ 10AM. LIVE & ONLINE BIDDING

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 The Ralph Vest Estate, Donna Hepler - Executor “Seller” to offer to sell at public auction certain real property located on East Main Street in the Town of Floyd, Floyd County VA.

**4.51 Acres and Improvements; Tax Map # 32-20; PC 3-391A;
Instrument # 070002642**

Commonly known as – 249 Boothe Creek Road, Check VA 24072

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.

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, zoning, 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 update 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 “Sold Absolute” and conducted on – site at 601 East Main Street, Floyd VA , with live bids and internet bids being considered until bids are complete starting at approximately **10am EDT on Saturday April 8th, 2017**. 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 plus 10% Buyer Premium. Purchaser will be required to make a 10% Earnest Money Deposit and close within 45 days.

OFFERING – Live and Online Public Auction of 4.51 Acres and Improvements; Tax Map # 32-20; PC 32-20; Instrument # 070002642

Commonly known as – 249 Boothe Creek Road, Check VA 24072

10% Buyer’s Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, Place a 10% Earnest Money Deposit, and close within 45 days. Sold Absolute.

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 45 days following the Auction.

EARNEST MONEY DEPOSIT – Purchaser will be required to make 10% Earnest Money Deposit on April 8th, 2017. The 10% Earnest Money Deposit is calculated as 10% of final Contract Price which is the high and final bid plus 10% Buyer's Premium. The Earnest Money Deposit shall be made with certified funds 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 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.

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, distributes, 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.

VEST RALPH MORRIS SR

BOOTHE BRANCH PARCEL A PC3-391A

DB: - CARD 1 of 1 R010124
PB: MAP: 032 20
WB: 1998-0127 DIST : 06
CLASS: 2 DATE: 03/08/2016
Base Value Xf Phys Depr Func Obsl Econ Obsl
16,625 55 90

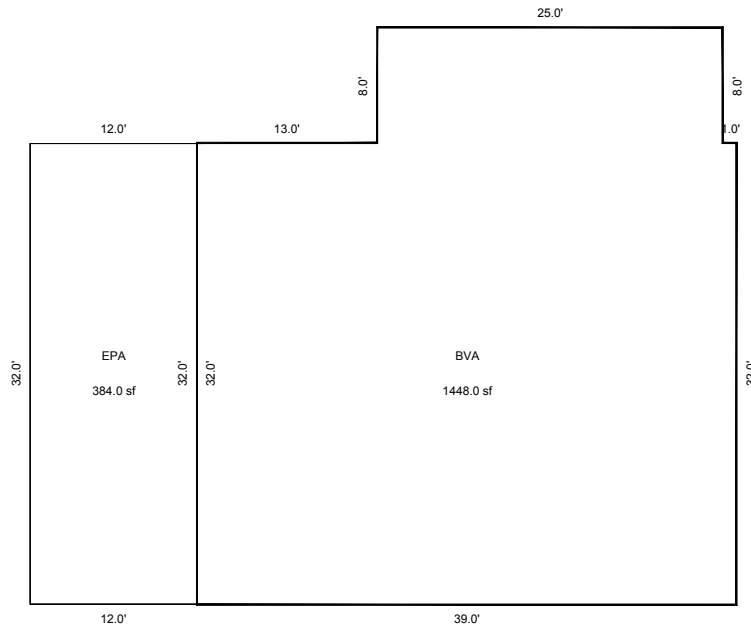
249 BOOTHE CREEK RD SE
COPPER HILL VA 24079

ACREAGE: 4.51

SITUS: 249 BOOTHE CREEK RD

CONSTRUCTION DETAIL - BLDG_MODEL_1

ACT_YEAR_BLT 1920 ACT_YEAR_BLT
GRADE 29 C-5
STORIES 1 STORIES
EXT_WALL_1 10 BRICK
EXT_WALL_2 0 -
HEATING_TYPE 7 ELEC BB
AIRCOND 1 NO
BATHS_FULL 1 BATHS FULL
SWL0401 1 SWL PRIVTE
FIREPLACE0201 1 1 S FP BR
FIREPLACE0205 1 2ND FP BR
ARCH_STYLE 2 CONVENTION
ROOF_COVER 1 COMP SHG
FOUNDATION 1 CINDER BLK
FRAME 1 WOOD
BEDROOMS 2 BEDROOMS
ROOMS 5 ROOMS
CONDITION 3 FAIR
BUILDING_TYPE 1010 SFR



Sketch by Apex IV™

Mkt Value Main Bldg This Card 73200
SUMMARY Value Override
Mkt Value Land 35800 35800
Mkt Value Bldg(s) 74400 74400
Mkt Value Total 110200 110200

NOTES
WAS OLD 2STY TOP 1/2 WAS TORN OFF & 1ST FL
REMODELED BR CASE-(IN 1960'S)
ROOF BUCKLED
ATTACHMENTS: No
NEW_CNST: No
DATE_APPRAISED: 6/13/14
APR_INITIALS: DM
DATA_SOURCE: -
HOME_CODE: No

AS400: 10212
DATE_LISTED: 0
MINERAL_CODE: -
SPECIAL_CODE: -

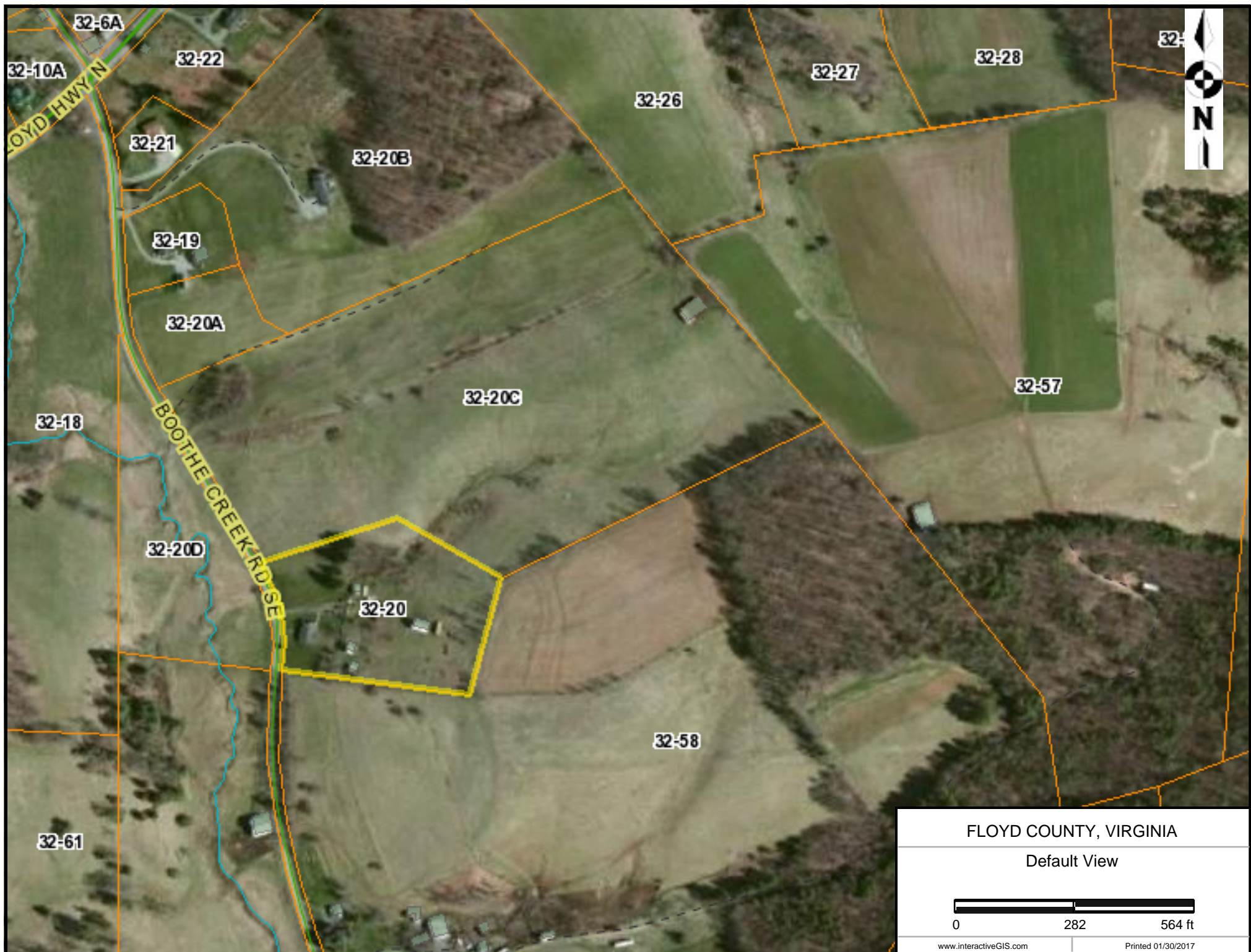
SALE DATA
Rcpt# DT Date QU VI Price
D070002642 DBS 10/31/07 U I 122500
W070000096 WILL 07/16/07
12/22/98 0

12/05/07 BY WILL OF MARY ELEANOR INGRAM
VEST; FR SHELDON W VEST ET AL
TIME_DAY: 11:30

BOE_CODE: -

TTL 1448 1108 ACRES: 4.51
Code Occur Desc YearBlt Lgth Width Adj Value Units Fnl Val Notes
XFOB0000 5 FR OB 0 14 20 0 800 1 800 FV W/CELLAR
XFOB0000 6 FR OB 0 16 16 0 0 1 0 NCV-OLD CHICKEN HOUSE
XFOB0000 7 FR OB 0 18 20 0 400 1 400 FV FR.GARAGE
XFOB0000 8 FR BLDG 0 20 40 0 0 1 0 NCV-OLD CHICKEN HOUSE

Code Sub Cd Occur Desc Frtg Depth Adj1 Adj2 Adj3 Adj4 Value Units Fnl Val Notes
2000002 LAND_A 1 HOMESITE WD 0 0 0 0 0 0 20000 1 20000 FV
3000004 LAND_A 3 RESIDUAL 0 0 0 0 0 0 4500 3.51 15800 CLOSE TO ROAD



FLOYD COUNTY, VIRGINIA

Default View

0 282 564 ft

www.interactiveGIS.com

Printed 01/30/2017

249 Boothe Creek Road
Floyd, Virginia, 4.511 AC +/-



Map data ©2016 Google Imagery ©2016 , CAPCOG, DigitalGlobe, Texas Orthoimagery Program, U.S. Geological Survey, USDA Farm Service Agency



MATT GALLIMORE
P: 540-239-2585

<http://www.blueridgelandandauktion.com>

102 South Locust Street; Floyd VA 24091



The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.
844.352.6277 - mapright.com

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of April 8th, 2017, between Ralph Vest Estate, Donna Hepler - Executor owner 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 Floyd, Virginia, and described as:

4.51 Acres and Improvements; Tax Map # 32-20; PC 3-391A ;
Instrument # 070002642

Commonly known as – 249 Boothe Creek Road, Check VA 24072

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, and Dishwasher. All located in Kitchen.

3. **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.

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.

Sellers' Initials _____

Purchasers' Initials _____

5. **Settlement Agent and Possession.** Settlement shall be made at _____ on or before **May 23rd, 2017** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

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.

Sellers' Initials _____

Purchasers' Initials _____

(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 not a residential property and exempt from this requirement.

(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.)

Sellers' Initials _____

Purchasers' Initials _____

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 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.

(h) **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

Sellers' Initials _____

Purchasers' Initials _____

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 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 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.

(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.

Ralph Vest Estate, Donna Hepler Executor (Seller) (Date)

(Purchaser) (Date)

(Purchaser) (Date)

Sellers' Initials _____

Purchasers' Initials _____

070002642

Title Insurance: The existence of title insurance is unknown to preparer

Part of Tax Map # 32-20

SHELDON W. VEST, et al.

TO: DEED

RALPH MORRIS VEST, SR.

THIS DEED made and entered into this 31st day of October, 2007, by and between **SHELDON W. VEST** and **NANCY V. POFF**, individually and as Executors of the **ESTATE OF MARY ELEANOR INGRAM VEST**, parties of the first part, hereinafter styled Grantors, and **RALPH MORRIS VEST, SR.**, party of the second part, hereinafter styled Grantee;

WITNESSETH:

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

ALL THOSE two (2) certain tracts or parcels of real estate with all improvements thereon and appurtenances and rights of way thereunto belonging, situate and being in the Locust Grove Magisterial District of Floyd County, Virginia, being Parcel A containing 4.511 acres and Parcel B containing 4.236 acres, as shown on that certain plat of survey prepared by Alan Clemons, L.S., dated October 16, 2007, designated Job Number B0710201.00, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in PC3, Slide 391A; and

PG 0016 000-16

Return 10:
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

Delivered:
11-1-07

BEING a portion of the real estate conveyed to Carl L. Vest and Mary E. Vest, husband and wife, as tenants by the entirety with the right of survivorship, by deed dated September 17, 1956, said Deed being of record in said Clerk's Office in Deed Book 78, Page 426. The said Carl Lawrence Vest departed this life, December 1, 1998 as evidenced by his Last Will and Testament of record in the aforesaid Clerk's Office as Instrument No. 980000127, thereby vesting title in Mary I. Vest. The said Mary I. Vest departed this life, testate, June 18, 2007, and by the terms of her Last Will and Testament under Article I thereof devised the herein conveyed real estate to the Grantors herein, both of whom qualified as Co-Executors with power of sale, said Last Will and Testament of record in the aforesaid Clerk's Office as Instrument No. 070000096.

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

WITNESS the following signatures and seals:

Sheldon W. Vest (SEAL)
Sheldon W. Vest, individually and as Executor
of the Estate of Mary Eleanor Ingram Vest

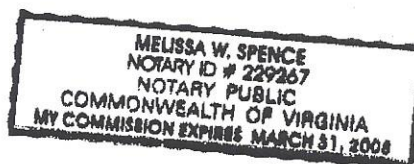
State of Virginia
County of Floyd, to-wit:

The forgoing instrument was acknowledged before me this 31 day of October, 2007, by Sheldon W. Vest, Individually and as Executor of the Estate of Mary Eleanor Ingram Vest.

My commission expires:
3/31/08

Melissa W. Spence
Notary Public

Registration No.:
229267



Nancy V. Poff (SEAL)
Nancy V. Poff, individually and as Executor
of the Estate of Mary Eleanor Ingram Vest

State of Virginia,
County of Floyd, to wit:

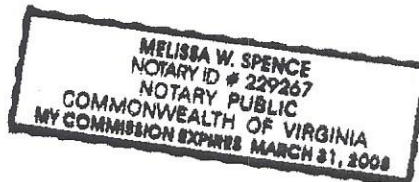
The forgoing instrument was acknowledged before me this 31 day of October, 2007, by Nancy V. Poff, Individually and as Executor of the Estate of Mary Eleanor Ingram Vest.

My commission expires:
3/31/08

Melissa W. Spence
Notary Public

Registration No.:

229267



VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County
October 31, 2007, at 11:54 A.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 \$ 122.50 has been paid.

Teste: WENDELL G. PETERS, Clerk

Jason Shusher D.C.

LAST WILL AND TESTAMENT

I, CARL LAWRENCE VEST, of Floyd County, Virginia, do hereby make, publish and declare this to be my Last Will and Testament, hereby expressly revoking all Wills and Codicils heretofore made by me.

ARTICLE 1

I devise and bequeath all of my property and my estate, both real and personal, to my wife, MARY I. VEST, in fee simple and absolutely. In the event that MARY I. VEST should fail to survive me, I devise and bequeath my estate, both real and personal, in equal shares to my children, SHELDON VEST and NANCY POFF, in fee simple and absolutely. Should any child predecease me, then I devise and bequeath such child's share to such child's children.

ARTICLE 2

I nominate SHELDON VEST and NANCY POFF as Co-Executors of my will. No surety shall be required on the bond of any Executor named herein.

ARTICLE 3

A. Any beneficiary who fails to survive me by 120 hours shall be deemed to have predeceased me, and the gift to such beneficiary shall be disposed of accordingly.

B. Any taxes imposed under the laws of any jurisdiction by reason of my death, by whatever name called, upon or with respect to any property included in my estate for the purpose of such taxes, whether such property passes under or outside of this Will, shall be paid by my Executor without apportionment.

C. The expenses of my last illness and the expenses of a funeral appropriate to my station in life and custom of living (including a suitable monument or marker for my grave) shall be paid by my Executors.

CLV Initial for Identification

James W. Shortt
Attorney At Law

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D. My Executors are requested to settle my estate as soon after my death as may be practicable, and to pay or deliver every legacy or bequest to my beneficiaries without waiting any time that may be believed to be customary in probate matters.

E. As used in this Will, the male gender shall include the female and the neuter, the singular shall include the plural, and vice versa.

F. In addition to the powers now or hereafter granted by law, every fiduciary serving hereunder shall have all of the powers listed in Section 64.1-57 of the Code of Virginia as written on the date of my death.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to this, my Last Will and Testament, this 25th day of November, 1997

Carl Lawrence Vest (SEAL)
CARL LAWRENCE VEST

The foregoing Will was subscribed, published and declared by the Testator as and for the Testator's Last Will and Testament in our joint presence and we, in the Testator's presence and in the presence of each other and at Testator's request, hereunto subscribe our names as attesting witnesses thereto.

[Signature] (WITNESS)

Brenda Gester Hale (WITNESS)

Guth McEwen (WITNESS)

James W. Shortt
Attorney At Law

108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091
Tel (540) 745-3131 • FAX (540) 745-2999

STATE OF VIRGINIA
COUNTY OF FLOYD, to wit;

Before me, the undersigned authority, on this day personally appeared CARL LAWRENCE VEST, James W. Shortt, Brenda Lester Hale and Katherine M. Sowers, known to me to be the Testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument and, all of these persons being by me first duly sworn, CARL LAWRENCE VEST, the Testator, declared to me and to the witnesses in my presence that said instrument is the Testator's Last Will and Testament and that the Testator had willingly signed or directed another to sign the same for the Testator, and executed it in the presence of said witnesses as the Testator's free and voluntary act for the purposes therein expressed; that said witnesses stated before me that the foregoing Will was executed and acknowledged by the Testator as the Testator's Last Will and Testament in the presence of said witnesses who, in the Testator's presence and at the Testator's request, and in the presence of each other, did subscribe their names thereto as attesting witnesses on the day of the date of said Will, and that the Testator, at the time of the execution of said Will, was over the age of eighteen years and of sound and disposing mind and memory.

Carl Lawrence Vest (Testator)

[Signature] (Witness)

Brenda Lester Hale (Witness)

Katherine M. Sowers (Witness)

Subscribed, sworn and acknowledged before me by CARL LAWRENCE VEST, the Testator, and subscribed and sworn before me by James W. Shortt, Brenda Lester Hale and Katherine M. Sowers, witnesses, this 25th day of November, 1997.

My commission expires: December 31, 1999

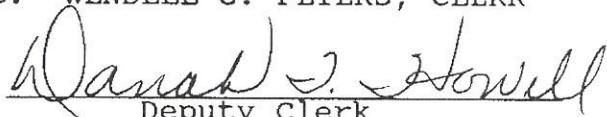
[Signature]
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County, on the 22nd day of December, 1998.

The foregoing writing received in this office and offered for probate, the same having been duly proven as provided for by Section 64.1-87.1 of the Code of Virginia, as amended, is hereby admitted to probate and is ordered to be recorded as the Last Will and Testament of Carl Lawrence Vest, deceased.

Teste: WENDELL G. PETERS, CLERK

By:


Deputy Clerk

In the Clerk's Office of the Circuit Court of the County of Floyd.

We,
I, the undersigned, who this day qualified before the Clerk of the _____ Circuit Court of the
County of _____ Floyd _____ as Executrix/~~Administratrix~~ Administrator of the estate of _____,
Carl Lawrence Vest _____, deceased, late of the _____ County of _____ Floyd

Virginia, on our oath do say that I/we have made diligent inquiry and that I/we believe the following to be a true and correct list together with the ages and the address of the heirs of my/our decedent _____

Carl Lawrence Vest ~~who died testate~~ ~~XXXXX~~ on December 1, 1998

[illegible]

Given under our hands, this 22nd day of December, 1998.

Nancy R. Poff
Sheldon W. Vest

XXXXXXXXXXXX
XXXXXXXXXXXX

Executor
 Executrix

Subscribed and sworn to before me, this 22nd day of December, 19 98.

Clerk.

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County on the 22nd day of December, 1998.

IN RE: CARL LAWRENCE VEST, Deceased
Last Will and Testament

A paper writing purporting to be the will of the decedent was presented to the Clerk and offered for probate by Nancy V. Poff and Sheldon W. Vest.

It appearing that the decedent resided in the County of Floyd, within the jurisdiction of this Court, and died on December 1, 1998. The said paper writing dated November 25, 1997 and consisting of three typewritten pages, having been executed and witnessed as provided by Virginia Code Section 64.1-87.1, it is established to be the true Last Will and Testament of Carl Lawrence Vest and is recorded as such.

It appearing that Sheldon Vest and Nancy Poff are nominated in said writing as Co-executors and the clerk does hereby permit them to qualify as Co-executors. Thereupon, they appeared and made oath as the law directs, and entered into and acknowledged before the Clerk a bond in the penalty of \$600.00 conditioned and payable according to law with no surety being required thereon pursuant to the terms of the will. Said bond is recorded in bond book 21 at page 348.

And Certificates of Qualification are therefore granted to Nancy V. Poff and Sheldon W. Vest for obtaining letters of probate in due form and their acts are entitled to full faith and credit.

Teste: WENDELL G. PETERS, Clerk

By: Danah J. Howell
Deputy Clerk