



# Blue Ridge Land & Auction Co., Inc

## Online Auction Bidders Agreement

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

**AUCTION FOR** – David Keith White and Melody Dawn White (RS)

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Wednesday, September 18<sup>th</sup>, 2024 at 4 PM

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

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

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

**OFFERING** –

**Legally described as:**

*1) Parcel ID # 4813-9; Consisting of 55.981 acres and improvements; S FK S MAYO R*

**Address: 2311 Central Academy Rd., Stuart, VA 24171**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, September 18<sup>th</sup>, 2024 at 4 PM (EST)**

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

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

## **Online Auction Terms & Conditions**

- 1) **Reserve of \$125,000:** The property is being offered in an Online Only Auction. This auction has a disclosed reserve of \$125,000, which is the starting bid. Sale is subject to meeting the reserve and minimum bid of \$125,000.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A \$5,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, November 4<sup>th</sup>, 2024**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the

end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com). If these steps have not been completed, a broker referral fee will not be paid.

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

**Individual State License #'s**

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

**Firm State License #'s**

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208





**Auction Services**

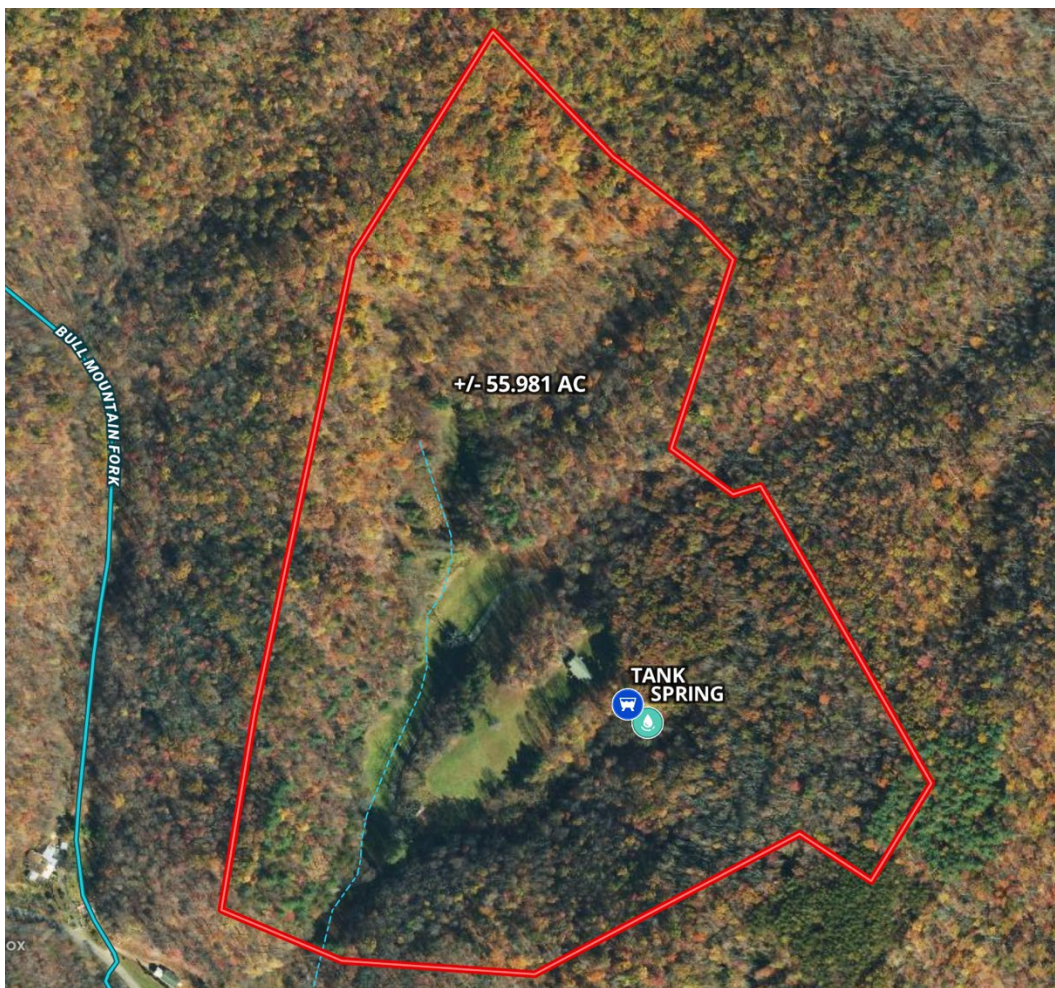
# Aerial



**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***



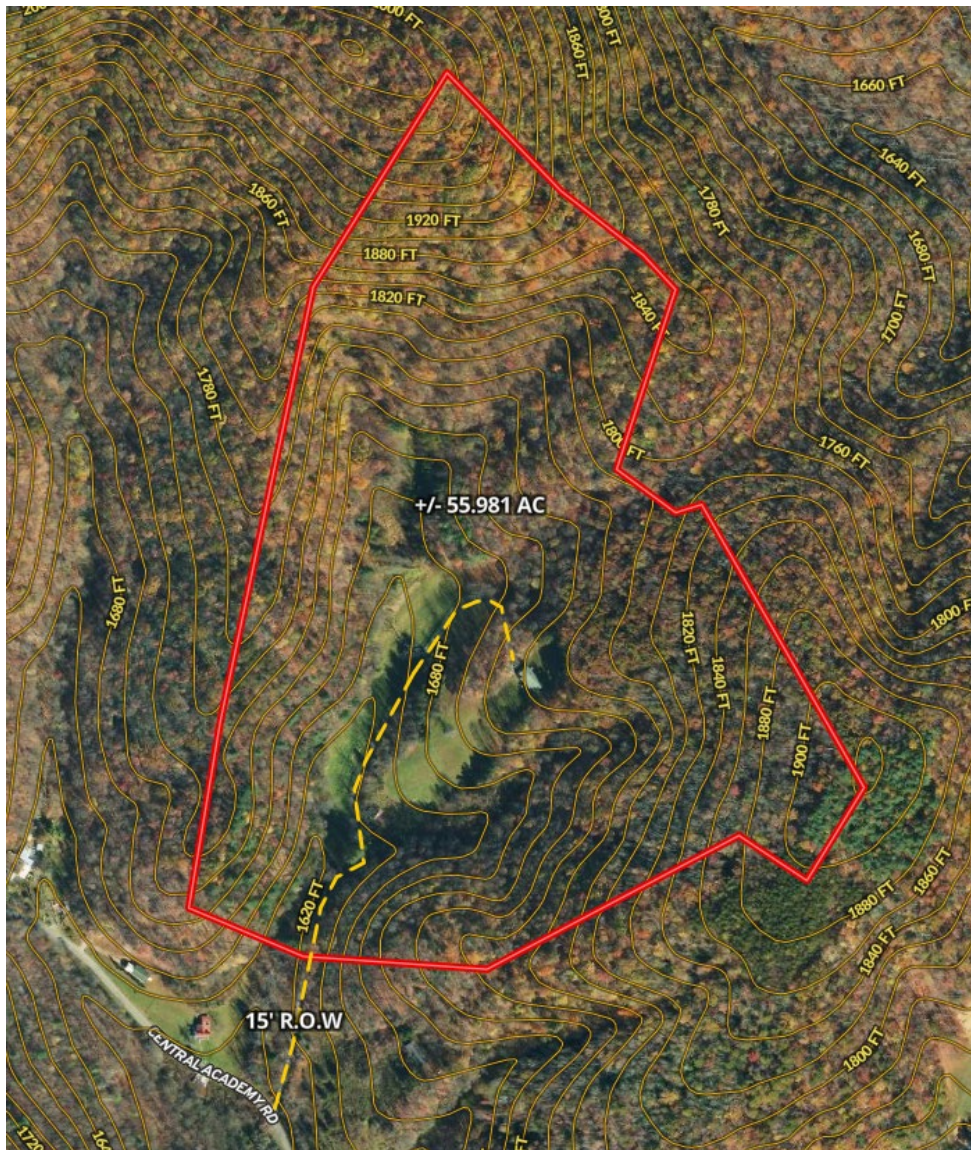
# Aerial



**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***



# Contour



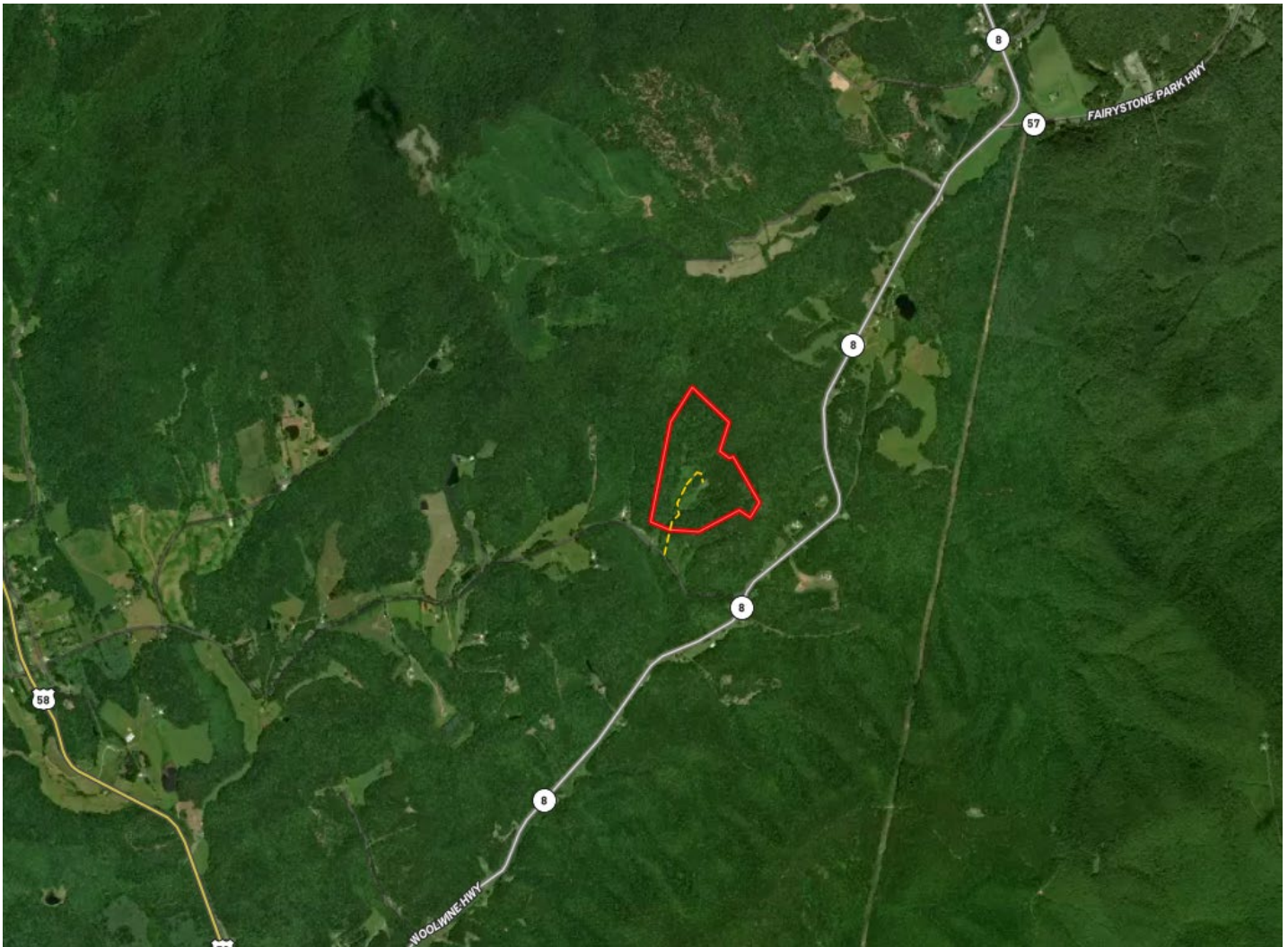
**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***





# Neighborhood

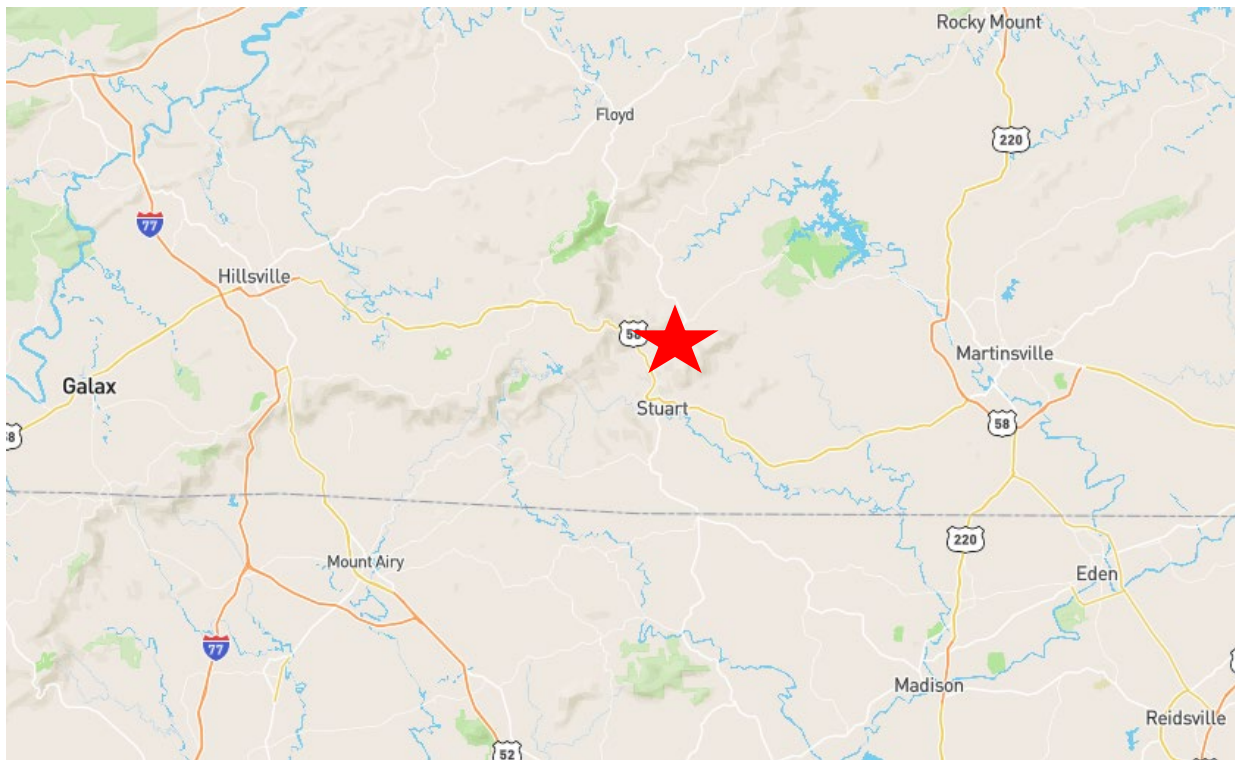
2311 Central Academy Rd.,  
Stuart, VA 24171



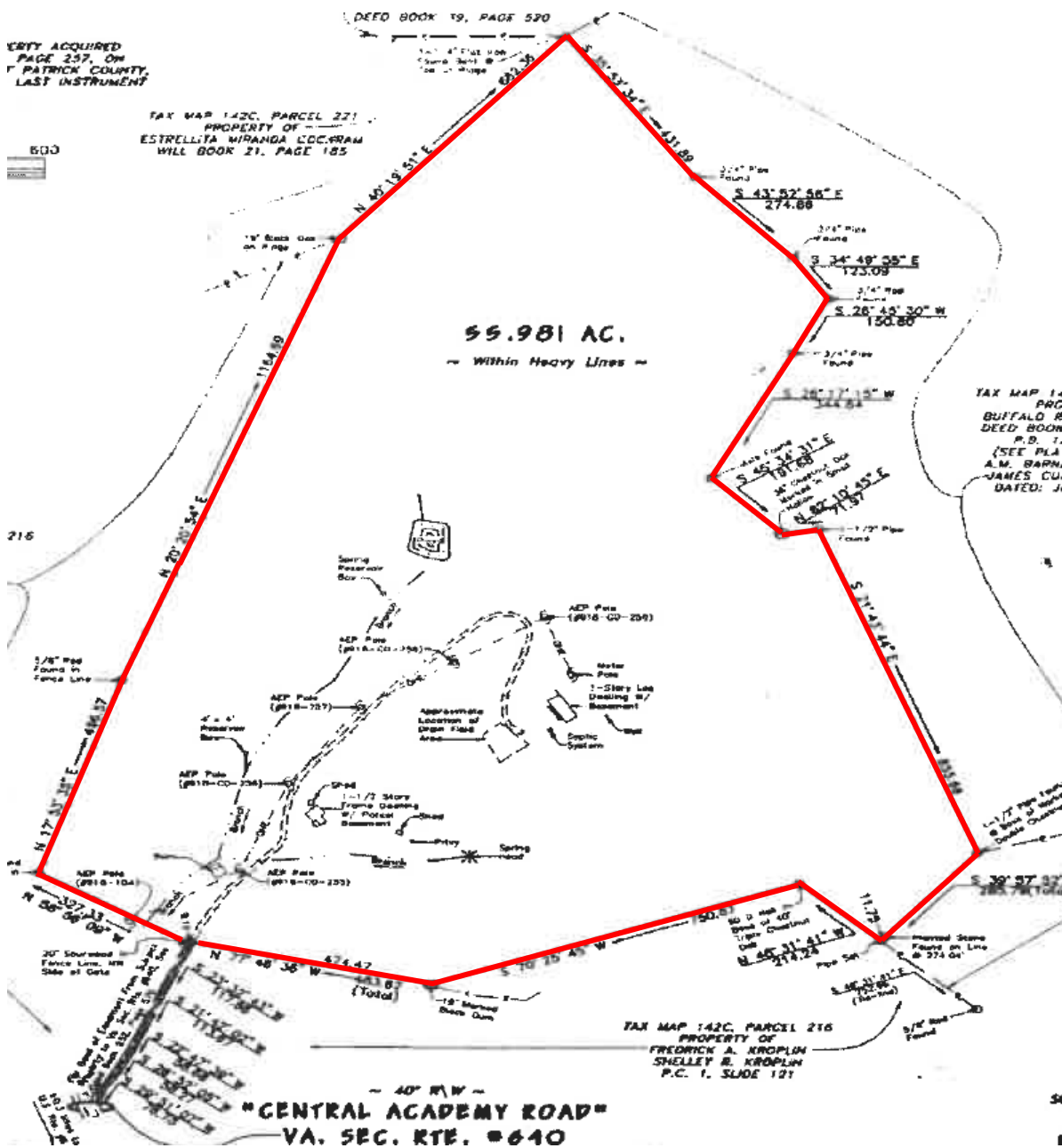


# Location

2311 Central Academy Rd.,  
Stuart, VA 24171



## Auction Services





**TITLE REFERENCE:**

PLAT SHOWING TRACT (55.981 AC.) IS ALL OF THAT PROPERTY ACQUIRED BY DEBORAH H. FRAHM AS DESCRIBED IN DEED BOOK 331, PAGE 231 ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PATRICK COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO DEED IS THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND.

TAX MAP 142C, PARCEL 221, PROPERTY OF ESTRELLITA WINDHAM LECHEMILL DEED BOOK 21, PAGE 103

PROPERTY OF STONEMAN WALKER DEED BOOK 19, PAGE 530

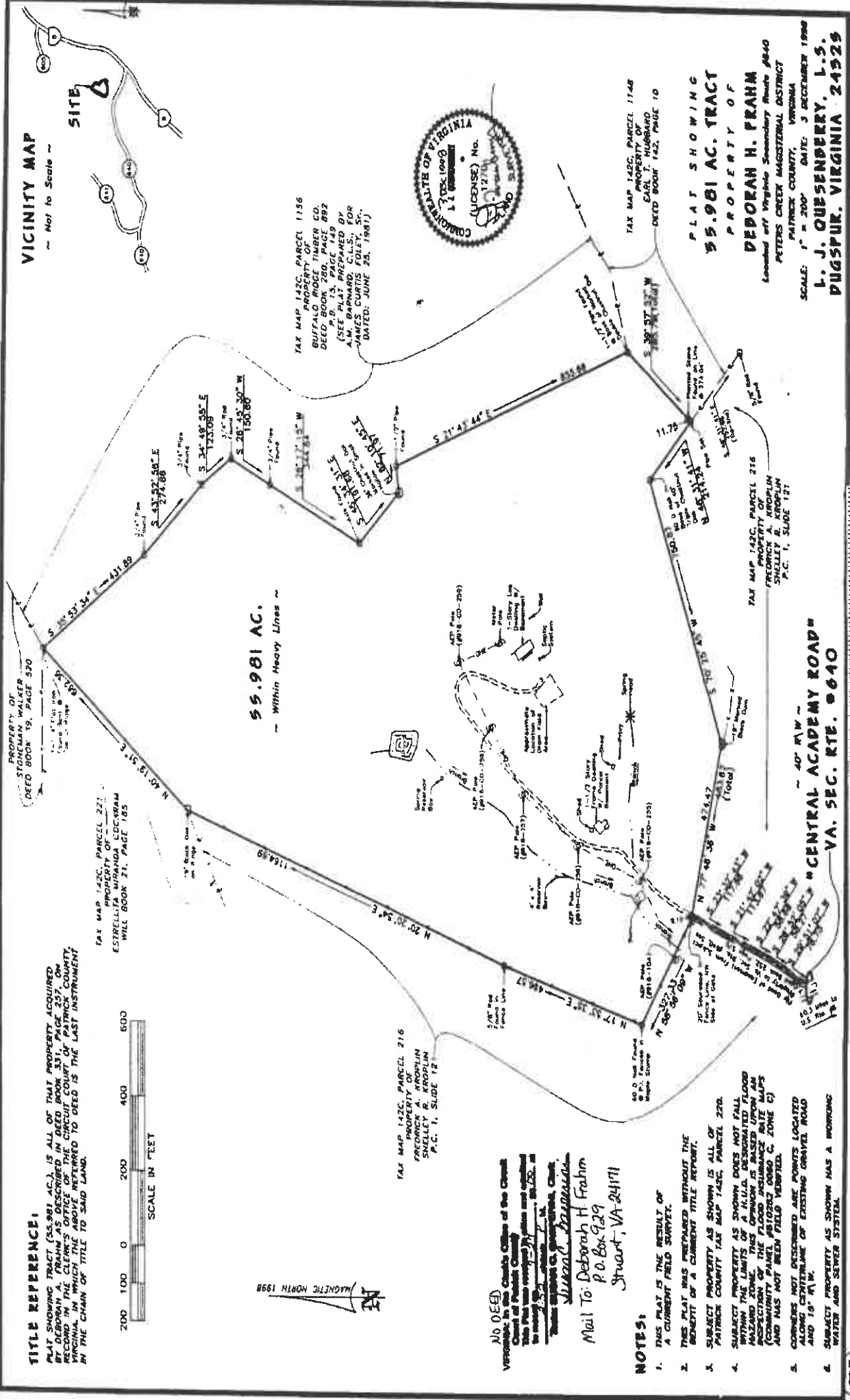
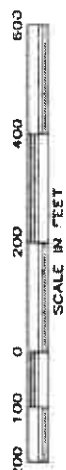
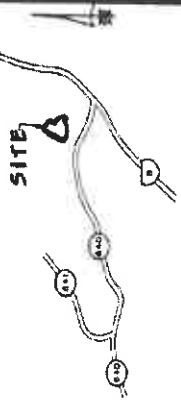
TAX MAP 142C, PARCEL 1156 PROPERTY OF BUFFALO RIDGE TIMBER CO. DEED BOOK 286, PAGE 892 (SEE PLAT PREPARED BY A.M. BARNARD, C.L.S., FOR JAMES CURTIS FOLEY, Sr., DATED: JUNE 28, 1967)

TAX MAP 142C, PARCEL 216 PROPERTY OF FREDERICK A. KROPLIN SHELLEY R. KROPLIN P.C. 1, SLIDE 12

TAX MAP 142C, PARCEL 1146 PROPERTY OF CARL T. HUBBARD DEED BOOK 142, PAGE 10

TAX MAP 142C, PARCEL 216 PROPERTY OF FREDERICK A. KROPLIN SHELLEY R. KROPLIN P.C. 1, SLIDE 121

**VICINITY MAP**  
— Not to Scale —



**PLAT SHOWING**  
**55.981 AC. TRACT**  
PROPERTY OF  
**DEBORAH H. FRAHM**  
Located in Virginia Surveyors District #840  
PATRICK COUNTY, VIRGINIA  
SCALE: 1" = 200'  
DATE: 3 DECEMBER 1988  
**L. J. QUESENBERRY, L.S.**  
**PUGSPUR, VIRGINIA 24529**

**NO DEED**  
Verified in the County Office of the Clerk of Patrick County that this was verified by James and related to record in the Clerk's Office of the Circuit Court of Patrick County, Virginia, in which the above referred to deed is the last instrument in the chain of title to said land.  
L. J. QUESENBERRY, Clerk  
Mail To: Deborah H. Frahm  
P.O. Box 929  
Stuart, VA 24171

**NOTES:**

1. THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
3. SUBJECT PROPERTY AS SHOWN IS ALL OF PATRICK COUNTY TAX MAP 142C, PARCEL 220.
4. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A H.L.D. DESIGNATED FLOOD HAZARD ZONE. THIS OPINION IS BASED UPON AN INTERPRETATION OF THE FEDERAL FLOOD INSURANCE RATE MAPS (COMMUNITY PANEL FLOOD ZONE C, ZONE 0) AND HAS NOT BEEN FIELD VERIFIED.
5. CORNERS NOT RECORDED ARE POINTS LOCATED ALONG CENTERLINE OF EXISTING GRAVEL ROAD AND 15' R/W.
6. SUBJECT PROPERTY AS SHOWN HAS A WORKING WATER AND SEWER SYSTEM.

(SEE I.)

# General Floorplan - 3 Bed / 2 Bath

Ground Level - 1,664 SF

Basement - 1,664 SF

Log / Stone to Grade

Concrete Foundation

Spring & Septic

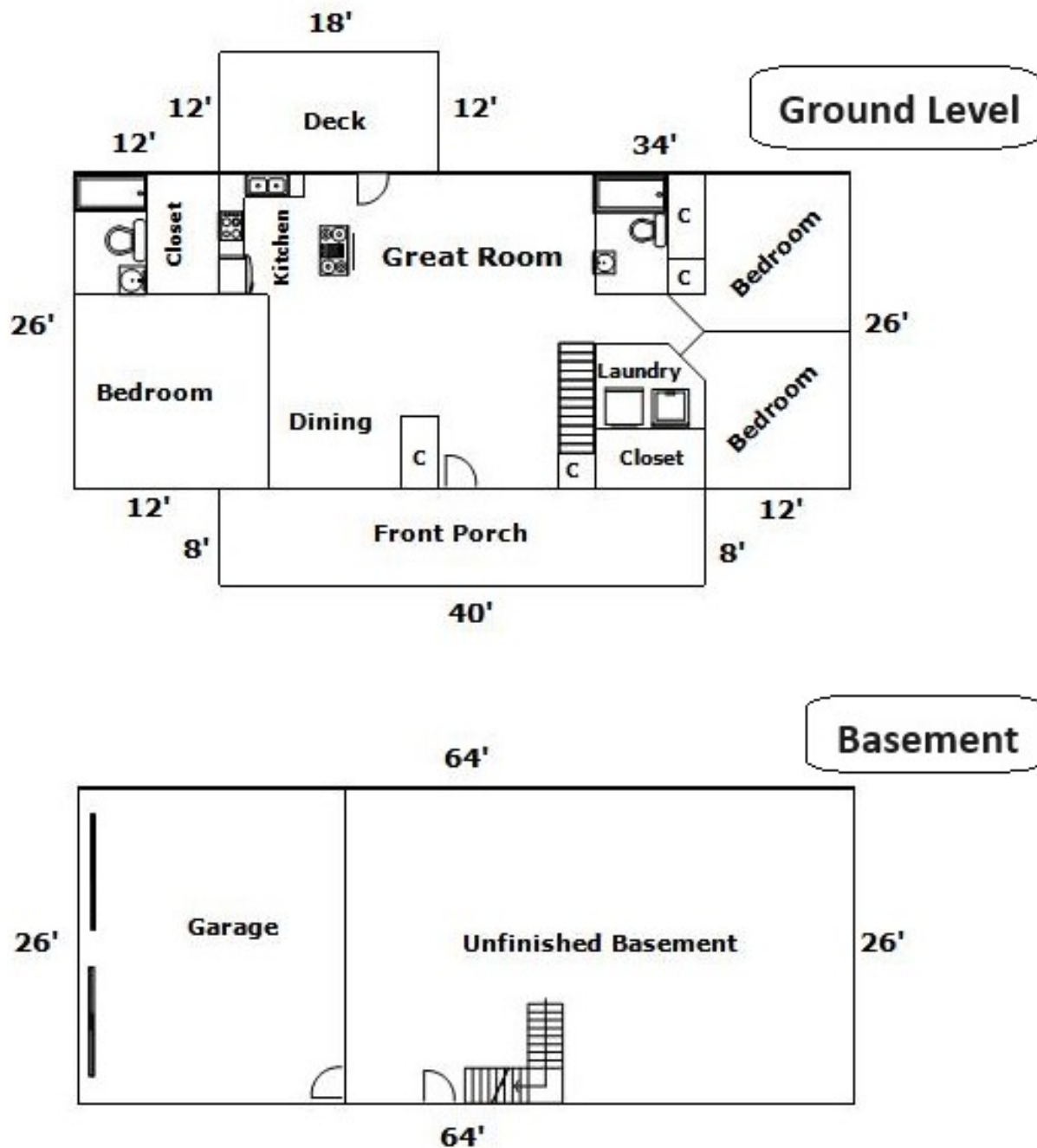
Heat Pump

Shingle Roof

Year Built - 1999

Floors - HW, Tile, Vinyl

Interior Walls - Wood, DW



2311 Central Academy RD, Stuart, VA 24171



Provided as a courtesy of

**Matthew Gallimore**

UC/Blue Ridge Land & Auction

PO Box 234

102 South Locust St.

Floyd VA 24091

Prim: 540-239-2585

gallimore.matt@gmail.com

www.blueridgelandandauktion.com



**AUCTION**

**\$125,000**

421943

Residential

Active

**Start Showing Date**

**Contingency 2**

**Other Closing Info**

**HOA** None  
**Owner/Agent** No

**HOA Annual Dues**

**HOA Fee Includes**

**Property Sub-Type** Detached  
**Modular** No  
**Bedrooms** 3  
**Half Baths** 0  
**Apx Main SqFt Unfin**  
**Apx Upper SqFt Fin**  
**Apx Bsmt SqFt Unfin** 1,664  
**Source-Year Built** P  
**Cable/Internet Company**

**Condo Level**  
**Manufactured** No  
**Primary on Main** Yes  
**Apx Ttl Fin SqFt** 1,664  
**Apx Lower SqFt Fin**  
**Apx Upper SqFt Unfin**  
**Total Gross Building Area**  
**Apx Acreage** 55.980  
**Is the Water On?** Yes

**Levels** 1  
**# Rooms** 5  
**Full Baths** 2  
**Apx Main SqFt** 1,664  
**Apx Lower SqFt Unfin**  
**Apx Bsmt SqFt Fin** 0  
**LotSize** 2438488.8  
**Year Built** 1999  
**Is the Power On?** Yes

**Area** Patrick County  
**Parcel Nbr** 4813.9  
**Lease Expire Date**  
**Short Sale** No  
**School District** Patrick County  
**High School** Patrick County

**Subdivision** None  
**Taxes** \$1,852.01  
**Rent per Month**  
**Lender or Govt Ownd** No  
**Estate?** No  
**Elementary School** Stuart

**Zoning**  
**Tax Year** 2024  
**Property Mgmt Co**  
**Deed Bk/Pg Instrumnt**  
**Middle School** Other

**Public Remarks** Auction Property: List price may not reflect final sales price. List price is starting bid and non-reflective of value. Auction Ends Wednesday, September 18th at 4 PM. Check out this 1,664 sq ft log home which features 3 bedrooms and 2 full baths. The kitchen appliances included a range, fridge, microwave and wood cook stove. The walls in the kitchen, living room, and dining area are wood, while the bedrooms and baths are a mix of wood and drywall. You will find hardwood flooring throughout the home, ceramic tile in the bathrooms, and vinyl in the laundry area. This home, which was constructed in 1999, features a full unfinished basement. The basement has been plumbed for a bathroom and could easily be finished into more living space. Downstairs you will also find a 2 car garage. The home is surrounded by +/- 55.98 acres of wooded and open land with a small stream. Home does have a well, but it is no longer in working order, the current water source is a spring.

**Legal Description** Parcel ID # 4813-9; Consisting of 55.981 acres and improvements; S FK S MAYO R

**Directions** From Stuart, VA - Take Hwy 58 W to a right onto Route 8 North. Turn left onto Central Academy Road. Property is on the right approximately 1/3 of a mile. See signs.

**Roofing**  
**Basement** Full  
**Flooring**  
**Heating** Heat Pump  
**Water** Spring  
**Water Heater** Electric  
**Sewer** Septic  
**Attic** None  
**Fireplace** None

**Exterior Finish** Log  
**Style/Struct/Home** Log  
**Land Description**  
**Appearance**  
**Possession** At Closing  
**Financing**

**Appliances** Microwave, Range/Gas, Refrigerator  
**Interior Ftrs**  
**Exterior Ftrs** Balcony, Blacktop Driveway, Deck, Other - See Remarks, Porch  
**Garage/Carprt** Double Attached

Room Name	Level	Length	Width	Remarks

Room Name	Level	Length	Width	Remarks

**Closing Date** 8/16/2024  
**List Date**  
**Pending/Contract Dt**

**Days On Market** 0  
**Closing Price**  
**Status Change Date** 8/16/2024

**List Price** \$125,000  
**How Sold**



MELODY DAWN (RS)  
2311 CENTRAL ACADEMY ROAD  
STUART, VA 24171

Assess Year: 2024 Printed: 2024-08-05 12:19

Land: 103,800  
Build: 139,900  
Other: 10,000  
Total: 253,700  
Heated SF: 1440

Road: 640  
Class: 5  
MH: 0  
Acres: 55.9810

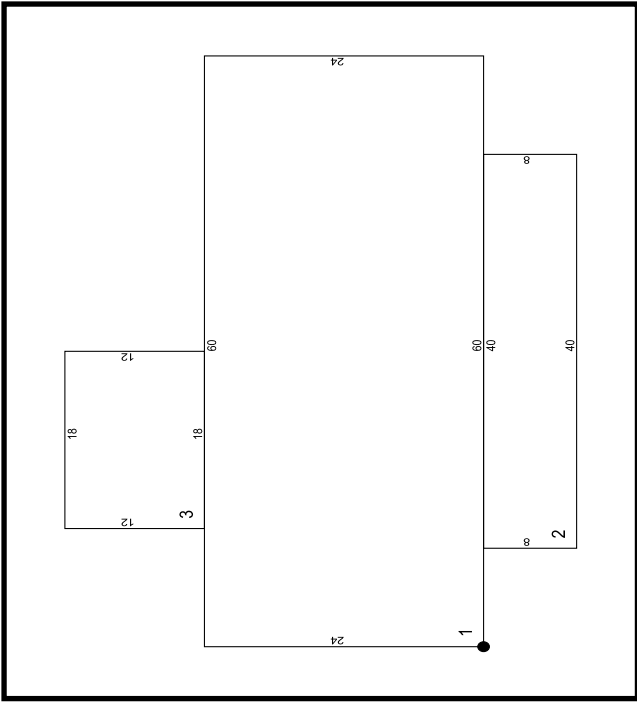
**P4 4813-0--9-**  
**2311 CENTRAL ACADEMY RD**  
S FK S MAYOR  
I#20-1120

Topo: ROLLING  
Utilities: WELL, SEP SYS  
Zoning:  
Street: NO PUBLIC ROAD

Building Info  
Cnst: CONVENTIONAL YrBlt: 1999  
Bsnm: YrRmd: 0000  
Fuel: ELECTRIC YrEff: 1999  
Fndt: STONE PhysC: A  
Roof: GABLE FEDP: 0  
Rfmt: METAL DEPO: 0  
Wall: UNFINISHED SndVal: 0  
Floor: HARDWOOD Rms: 5 BR: 3

Reassessment  
List: MH Initials Date Info By  
Review: 01/27/2020 E  
Revisit:  
Appeal:  
Last Reval: 2021

Sales  
Date: Q 07/20/2020 Tracts: 1  
Price: \$370,000.00  
DB/WB: 331-257 / -  
Instrument:  
Plat:  
Grantor: PHILLIP W BUCKHOLTS



Lots	Base Rate	Adjusted Rate	Asmt Value
1	12,000	12,000	12,000
2	3,000	2,700	27,000
3	2,000	1,400	62,273
4	5,000	5,000	2,500
	22,000	21,100	103,773

Story	Wall EffYr	RepCstNew	Asmt Value
1.00	1.00 1999	123,667	106,354
1.00	1.00 1999	5,043	4,337
1.00	1.00 1999	5,998	5,158
		20,520	17,647
		7,500	6,450
		162,729	139,947

Method	Grade	Acres
ACREAGE METHOD	U	1.0000
ACREAGE METHOD	F	10.0000
ACREAGE METHOD	A	44.4810
ACREAGE METHOD	H	0.5000

Area	Cnt	HVAC	Area
1440		HEAT PUMP S	1440
320			320
216			216
1440	2		1440

Segment	Class	Description
1	1	BLDG SITE
2	13	OPEN
3	23	WOODLAND
4	29	LAKES/PONDS

Section	%Cmp	Class	Description	Grade	Finish	HVAC	Area
1	100	1	SINGLE FAMILY	B-5	LOG	HEAT PUMP S	1440
2	100	105	OPN FRM PORCH	B-5			320
3	100	112	WOOD DECK	B-5	UNFINISHED		216
Basement	100		W/OUT	B			1440
Plumbing	100		3FXBTH				

Area	Story	BaseRt	BidYr	Asmt Value
1008	1.00	5.02		2,024
0	1.00			7,000 S
0	1.00			1,000 S
				10,024

Grade	Cond	Comment
E	-60	28x36 PAVING

Section	%Cmp	Class	Description	Grade	Cond	Comment
1	100	68	BARN	E	-60	28x36 PAVING
2	100	97	ASPHALT			
3	100	66	OLD DWELLG			

2001120

Assessed Value: \$225,200  
Purchase Price: \$370,000

Delivered to: 7/20/20  
When Recorded Return to:  
Appalachian Title Company, Inc.

Tax Map #: 4813-()- -9-  
Account #: 41177

**DAVID KEITH WHITE  
MELODY DAWN WHITE**

FROM: DEED

**DEBORAH A. FRAHM**

**THIS DEED**, made and entered into this 17 day of July, 2020, by and between  
DEBORAH A. FRAHM, Grantor, and DAVID KEITH WHITE and MELODY DAWN  
WHITE, Grantees;

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby bargain, sell, grant and convey unto the said DAVID KEITH WHITE and MELODY DAWN WHITE, husband and wife, as tenants by the entirety with rights of survivorship as at Common Law, in fee simple with General Warranty and New English Covenants of title, all that certain tract or parcel of land with improvements thereon and appurtenances thereunto belonging, lying and being in the Peters Creek Magisterial District of Patrick County, Virginia, being more particularly described as follows, to-wit:

Containing 55.981 acres, as shown on Plat of Survey entitled "DEBORAH H. FRAHM," prepared by L. J. Quesenberry, LS, dated December 3, 1998, and recorded in the Clerk's Office of the Circuit Court of Patrick County, Virginia, in Plat Cabinet 1, Slide 188-I;

**TOGETHER WITH** an easement for ingress and egress to State Route #640, as set forth and conveyed in Deed Book 252, page 570; and

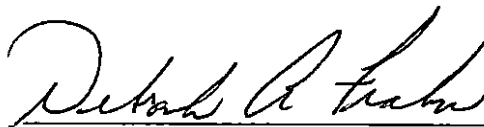
HAROLD E. SLATE, II  
ATTORNEY AT LAW  
H.E. "CHIP" SLATE, II, P.C.  
FLOYD, VIRGINIA  
STUART, VIRGINIA  
VSB #70299

**BEING** that same tract or parcel of land conveyed as 62 acres, more or less, to Grantor herein by Deed from Phillip Wade Buckholts, dated June 30, 1998, and recorded in the aforesaid Clerk's Office in Deed Book 331, page 257, to which deed and map reference is here made for a more particular description of the property herein conveyed.

This conveyance is subject to any and all easements, covenants and restrictions of record as they may lawfully apply to the aforesaid property.

**NO TITLE EXAMINATION PERFORMED BY HAROLD E. SLATE, II NOR H. E. "CHIP" SLATE, II, P.C. IN PREPARING THIS DEED AND THIS DEED PREPARED WITHOUT THE BENEFIT OF A CURRENT SURVEY.**

WITNESS the following signatures and seals.

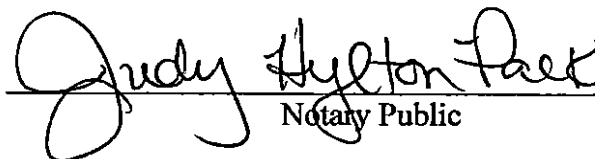


DEBORAH A. FRAHM

STATE OF VIRGINIA,  
COUNTY OF PATRICK, TO-WIT:

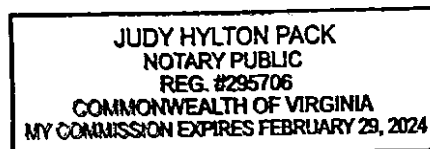
The foregoing Deed was acknowledged before me by DEBORAH A. FRAHM, this

17 day of July, 2020.



Notary Public

My Commission expires: 2-29-2024  
Notary Registration #: 295706



HAROLD E. SLATE, II  
ATTORNEY AT LAW  
H.E. "CHIP" SLATE, II, P.C.  
FLOYD, VIRGINIA  
STUART, VIRGINIA  
VSB #70299



Recorded: (1680)  
0-1-86  
Filed to:  
Phillip Buckholts  
401 Jubanda Street  
Pittsburgh, PA  
0-1-86

PHILLIP WADE BUCKHOLTS  
MEGAN FOSTER PHILLIPS

FROM: DEED OF EASEMENT

HOLICE S. FAIN  
MINNIE M. FAIN

LAW OFFICES OF ROGERS & ANTHONY, STUART, VIRGINIA 24171 / (703) 694-7191

THIS DEED OF EASEMENT, Made this 9th day of September, 1986, by and between HOLICE S. FAIN and MINNIE M. FAIN, husband and wife, herein called the Grantors, and PHILLIP WADE BUCKHOLTS and MEGAN FOSTER PHILLIPS, husband and wife, jointly as tenants by the entirety with the full right of survivorship as at common law, herein called the Grantees, provides:

THAT for TEN DOLLARS (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, the Grantors hereby give, grant and convey with covenants of General Warranty of Title unto Grantees, PHILLIP WADE BUCKHOLTS and MEGAN FOSTER PHILLIPS, his wife, jointly as tenants by the entirety with the full right of survivorship as at common law, an easement of right of way along an old roadway as it now runs, said roadway running from State Route #640 across the lands of the Grantors herein, and into lands now owned by Horace F. Tuttle and Nancy O. Tuttle, his wife, which said lands are being purchased this day by the Grantees herein, said lands containing 62 acres, more or less, by estimation, and lying and being on the Bull Mountain fork of South Mayo River, in Peters Creek Magisterial District of Patrick County, Virginia.

The said right of way hereby granted runs from State Route #640 through the lands that were deeded to Holice S. Fain and Minnie M.

1

VIRGINIA 24171 / (703) 694-7191

Fain on August 28, 1950, which said deed is of record in the Clerk's Office of the Circuit Court of Patrick County, Virginia, in Deed book 96, at page 427 and into a 62 acre tract of land this day being purchased by the Grantees herein from Horace G. Tuttle and Nancy O. Tuttle, the Tuttles having acquired title to said lands on the 9th day of August, 1969, which said deed is of record in the aforesaid Clerk's Office in Deed Book 157, at page 509. It is hereby covenanted and agreed between the parties hereto that the Grantors herein and the Grantees herein, their heirs or assigns, shall have the right to use the present roadway as a means of ingress and egress to their respective properties.

LAW OFFICES OF ROGERS & ANTHONY, STUART

It is the intention of the Grantors to convey the above easement to the Grantees, PHILLIP WADE BUCKHOLTS and MEGAN FOSTER PHILLIPS, his wife, JOINTLY AS TENANTS BY THE ENTIRETY WITH THE FULL RIGHT OF SURVIVORSHIP AS AT COMMON LAW, as is permitted by Section 55-21 of the Code of Virginia, 1950, so that the survivor shall own the said lands in fee simple title at the death of the other.

WITNESS the following signatures and seals.

*Holice S. Fain* (SEAL)  
HOLICE S. FAIN

*Minnie M. Fain* (SEAL)  
MINNIE M. FAIN

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STATE OF VIRGINIA,

AT LARGE, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Holice S. Fain and Minnie M. Fain, his wife, whose names are signed to the foregoing deed, bearing date on the 9th day of September, 1986, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 10<sup>th</sup> day of September, 1986.

*Polo Avalon*  
Notary Public

My commission expires:

My Commission Expires July 4, 1989

VIRGINIA--Patrick County, To-wit:

In the clerk's office of Patrick Circuit Court, the 15th day of September, 1986, this Deed of Easement was presented and with the certificate annexed, admitted to record at 9:23 o'clock a.m.

TESTE: *David D. Hanley* Clerk

LAW OFFICES OF ROGERS & ANTHONY, STUART, VIRGINIA 24171 / (703) 694-7181

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deceased, whose name is signed to the foregoing writing bearing date of the 20th day of January, 1998, has acknowledged the same before me within my City and State aforesaid.

Given under my hand this 1<sup>st</sup> day of July, 1998.

My Commission expires: 12-31-2000.

*Reggie J. Young*  
Notary Public

(SEAL)

This deed was prepared without title search or current survey by James H. Ford, Attorney.

INSTRUMENT #1766  
RECORDED IN THE CLERK'S OFFICE OF  
PATRICK COUNTY ON  
JULY 2, 1998 AT 09:15AM  
SUSAN C. GASPERINI, CLERK

BY: *Susan C. Gasperini*

THIS DEED PREPARED BY ALAN H. BLACK, ESQUIRE

DEBORAH A. FRAHM  
FROM: DEED  
PHILLIP WADE BUCKHOLTS

Ver. & Mailed To: Deborah  
A. Frahm, 13 Rice Mill Ferry  
Columbia SC 29229 7-16-98

(1767) THIS DEED, made this, the 30th day of June, 1998, by and between, PHILLIP WADE BUCKHOLTS, grantor, party of first part; and DEBORAH A. FRAHM, grantee, party of the second part, and

W I T N E S S E T H

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the party of the first part, the party of the first part does hereby bargain, sell, grant, and convey with Covenants of General Warranty and New English Covenants of Title unto the party of the second part, DEBORAH A. FRAHM, in accordance with section 55-21 of the Code of Virginia, 1950, as amended, all of that certain tract or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, lying and being in Peters Creek Magisterial District



BOOK 331 PAGE 258

of Patrick County, Virginia, containing 62 acres, more or less; AND BEING all of that real estate conveyed unto PHILLIP WADE BUCKHOLTS by deed dated February 10, 1997, of record in the Clerk's office of the Circuit Court of Patrick County, Virginia, in Deed Book 322 at Page 61.

Reference is hereby made to the aforementioned deed for a further and more accurate description of the property herein conveyed.

Said Conveyance is subject to all reservations, rights-of-way, and easements which may be of record in the aforesaid Clerk's Office.

WITNESS the following signature and seal:

*Phillip Wade Buckholts* (Seal)  
PHILLIP WADE BUCKHOLTS

STATE OF VIRGINIA  
COUNTY OF PATRICK, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that PHILLIP WADE BUCKHOLTS whose name is signed to the foregoing deed bearing the date on the 30th day of June, 1998, has personally appeared before me this day in my jurisdiction aforesaid and acknowledged the due execution of same.

GIVEN under my hand this the 1<sup>st</sup> day of July, 1998.

*Shelley C. Turner*  
Notary Public

My commission expires: 9-30-99.

INSTRUMENT #1767  
RECORDED IN THE CLERK'S OFFICE OF  
PATRICK COUNTY ON  
JULY 2, 1998 AT 09:10AM  
\$122.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$61.00 LOCAL: \$61.00  
SUSAN C. GASPERINI, CLERK

BY: *Susan C. Gasperini*

JOSEPH MICHAEL DAVIS and  
PAMELA SHORE DAVIS,  
husband and wife

FROM: DEED OF BARGAIN AND SALE

D. RICHARD GREER and  
GAIL C. GREER,  
husband and wife

(1768) THIS DEED OF BARGAIN AND SALE, made as of this 29 day of June, 1998, by and between D. RICHARD GREER and GAIL C. GREER, husband and wife, Grantors and parties of the first part, and JOSEPH MICHAEL DAVIS and

Ver. & Mailed  
To: Joseph  
Michael &  
Pamela Shore  
Davis, 1266  
DeWood Dr,  
Denoir NC  
28645 7-16-98

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of September 18th, 2024, between David Keith White and Melody Dawn White (RS), owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and \_\_\_\_\_

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

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

**2. Legal Description –**

Parcel ID # 4813-9; Consisting of 55.981 acres and improvements; S FK MAYO R

**More Commonly Known As –** 2311 Central Academy Rd., Stuart, VA 24171

**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 the Auction Company, of \$5,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, 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 4<sup>th</sup>, 2024 ("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.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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

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

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

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is attached.

(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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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.

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 on any residence built prior to 1978. Home was built in 1999 and lead base paint disclosures do not apply.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



(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 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 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

Seller’s Initials \_\_\_\_\_

Purchaser’s Initials \_\_\_\_\_

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 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.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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

\_\_\_\_\_  
David Keith White (Seller) Date

\_\_\_\_\_  
Melody Dawn White (Seller) Date

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

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

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_