

Auction Property 5

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ROANOKE

COUNTY OF ROANOKE, VIRGINIA,)
Complainant,)
)
vs.) **Case No. CL19-545**
)
DAVID FUENTES, et al,)
Respondents.)

OFFER OF PURCHASE

Having been advised by Mark D. Kidd, Special Commissioner, that he is authorized to solicit bids on behalf of the Court for the sale of the property made the subject matter of this cause, described as Roanoke County Tax Map Parcel No. 089.03-02-26.00-0000, I hereby offer on this 24th day of September to purchase said property from the Court for the sum of \$_____. **I acknowledge this purchase price includes a five percent (5%) bidder's premium.**

I understand that the property is strictly sold "AS IS," "WHERE IS," and "WITH ALL FAULTS;" and that this offer is subject to the approval of the Court. I acknowledge that if this offer is approved and the sale is confirmed by the Court, I will receive a deed with Special Warranty of Title. No warranty of any other type is made. I further acknowledge that a hearing to confirm the sale is scheduled for the October 14th, 2021, at 10:00 a.m., before The Honorable Judge James R. Swanson of the Circuit Court for the County of Roanoke, Virginia. I understand that this offer may not be withdrawn by me without leave of Court. I shall tender full payment of the purchase price, in cash or certified funds, to the Special Commissioner within fifteen (15) days following the entry of the Court's Decree confirming the sale.

I understand that this property is being sold subject to any easements, covenants, agreements, restrictions, reservations, and any and all rights of record which may affect the property. I purchase this property subject to the foregoing and without grounds for objection to confirmation of the sale on that basis.

I understand that I will be responsible for any current real estate taxes on this parcel from {00325329-1 }

the date of the auction, September 24, 2021 which shall be prorated. I acknowledge that I am solely responsible for paying any recording costs for deed recordation without offset to the purchase price.

If I fail to tender the full purchase price in cash or certified funds to the Special Commissioner within fifteen (15) days of confirmation of the sale by the Court, I shall be in default. The Special Commissioner, at his sole option and discretion, shall have the election to:

(A) Retain my deposit, void my rights under this Offer of Purchase and void my purchase of the property. The Special Commissioner may then resell the property pursuant to further order of the Circuit Court; or

(B) Retain the deposit and bring an action against me for the specific purpose to compel me to complete the purchase of the property, with discretion in the Court to award attorney fees and costs of suit against me.

Please Print Name

Please Sign Name

Street

City / State / Zip

Telephone

Email

CERTIFICATE

I hereby acknowledge receipt of a bidder's deposit of \$ _____ in the form of _____.

Special Commissioner

RECIPIENT: Mark D. Kidd, Esq.
OPN Law PLC

RECIPIENT'S CASE NO: 201.62

INSOFAR AS THE RECORDS AND INDICES ARE PROPERLY KEPT, TITLE TO THE BELOW DESCRIBED PROPERTY IS VESTED OF RECORD IN:

David Fuentes

UNDER THE FOLLOWING Special Warranty DEED:

Grantor(s): Fannie Mae aka Federal National Mortgage Association

Dated: March 10, 2016

Deed Book & Pg./Inst. No: 201602256

THE PROPERTY LIES IN THE COUNTY OF ROANOKE, VIRGINIA. Recordation references are to the Clerk's Office of the Circuit Court thereof unless otherwise stated.

BRIEF LEGAL DESCRIPTION:

0.736 acres located on the easterly side of Yellow Mountain Road as shown on the plat of survey recorded in Deed Book 1170, page 611

NOTE: See the above referenced deed and plat for a more complete description of the subject property.

DEEDS OF TRUST: (X) NONE

JUDGMENTS: (X) NONE

JUDGMENTS & FEDERAL LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S):

Not applicable – delinquent tax sale

FINANCING STATEMENTS: (X) NONE

TAX & ASSESSMENT INFORMATION:

Assessed Owner: FUENTES David

Assessed Description: Yellow Mt

Tax Map/ID# 089.03-03-26.00-0000

Land \$ 24,000 **Improvements \$** 45,300 **Total \$** 69,300

Annual Amt \$ 755.37 **Taxes Payable on:** June 5 and December 5 of the calendar year

Taxes Paid Thru: Calendar year 2015 (12-31-15)

Delinquent Taxes: Calendar years 2016, 2017, 2018 2019 and 2020

Taxes a Lien, Not Yet Due: Calendar year 2021 (1st half due 06-05-21)

Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: Stormwater utility fee

Property Address (not warranted): 4904 Yellow Mountain Road

NOTE: The above information is based upon the data shown on the printout obtained from the Tax Computer located in the Clerk's Office. The above information is subject to confirmation by the Treasurer's office.

RESTRICTIONS AND/OR DECLARATIONS: (X) NONE

DEEDED EASEMENTS: (X) NONE

ITEMS SHOWN ON PLAT OF SUBDIVISION of ___ recorded in/as ___: No standard subdivision plat

ITEMS SHOWN ON OTHER PLATS OF RECORD as follows:

1. Plat of the subject property recorded in Deed Book 1170, page 611: Portion of A. P. Co 100 foot easement (designated as being that of Deed Book 261, page 523) crossing the southeasterly (rear) corner

ACCESS:

- (X) **Public street(s) named:** Virginia State Secondary Route No. 668 also known as Yellow Mountain Road
- () **Appurtenant easement created by Deed Book & Pg./Inst. No.:**
- () **Road Maintenance Agreement in Deed Book & Pg./Inst. No.:**

OTHER MATTERS:

1. The research for this title report began with the deed from S. O. Weaver (no marital status stated) to Eula Weaver dated June 19, 1939, recorded in/as Deed Book 271, page 247. The research for this report covers a period of approximately 2 years. Please note that other documents of record indicate that S. O. Weaver and Eula Weaver, also known of record as Eula Lyle Weaver and Sallie Eula Lyle Weaver, were husband and wife.
2. The subject property was a portion of an acreage tract owned by Eula Weaver at the time of her death. Pursuant to Paragraph Third of her will probated in Will Book 34, page 812, she devised the base acreage to her children subject to a possible right of way for pipes and water contained in sub-paragraph (e). When her

children subsequently divided the property pursuant to surveys that better described their respective properties, no specific reference was made to the pipes and water right of way in the deed for the subject property conveyed in Deed Book 1170, page 608. It is unknown from the record whether the possible right of way was ever created in fact.

4. In the chain of title, there is a deed of trust from Nancy M. Steele (no marital status stated and none required) to Samuel I. White, Trustee, dated August 31, 2004, recorded as Instrument No. 200416639 securing Wells Fargo Bank, N. A. This deed of trust was foreclosed. The deed of trust form fails to include all of the language regarding the foreclosure procedure on pages 6 and 7. The form provides that the foreclosure sale may be held on the "...eighth day after the first advertisement or any day thereafter, but not – days following the last advertisement." This form language usually includes "30" days following the last advertisement, but this specific deed of trust form omitted that language. A copy of the Substitute Trustee's Account of Sale filed as Instrument No. WF 201500668 and the Deed of Foreclosure recorded as Instrument No. 201507494 are attached for information.
5. Memorandum of *Lis Pendens* filed against the subject property dated April 12, 2019 recorded as Instrument No. 201903055.
6. Such state of facts as would be disclosed by a current survey and physical inspection of the subject property.

BACK TITLE INFO: **Exact** **Full** **Limited** **None X** **Policy/Case #**
EFFECTIVE DATE: April 26, 2021 @ 8:00 A.M.

This report consists of 3 pages.