

ONLINE REAL ESTATE AUCTION BIDDER'S PACKET INFORMATION

178± ACRES & FARMHOUSE - OFFERED IN 1 TRACT

Thaxton, Virginia - Bedford County

Fronts Bore Auger Creek – Private Setting – Views – Miles of Interior – Trails – Abundant Wildlife

TUESDAY AUGUST 2 AT 8AM UNTIL THURSDAY, AUGUST 25 AT 3PM

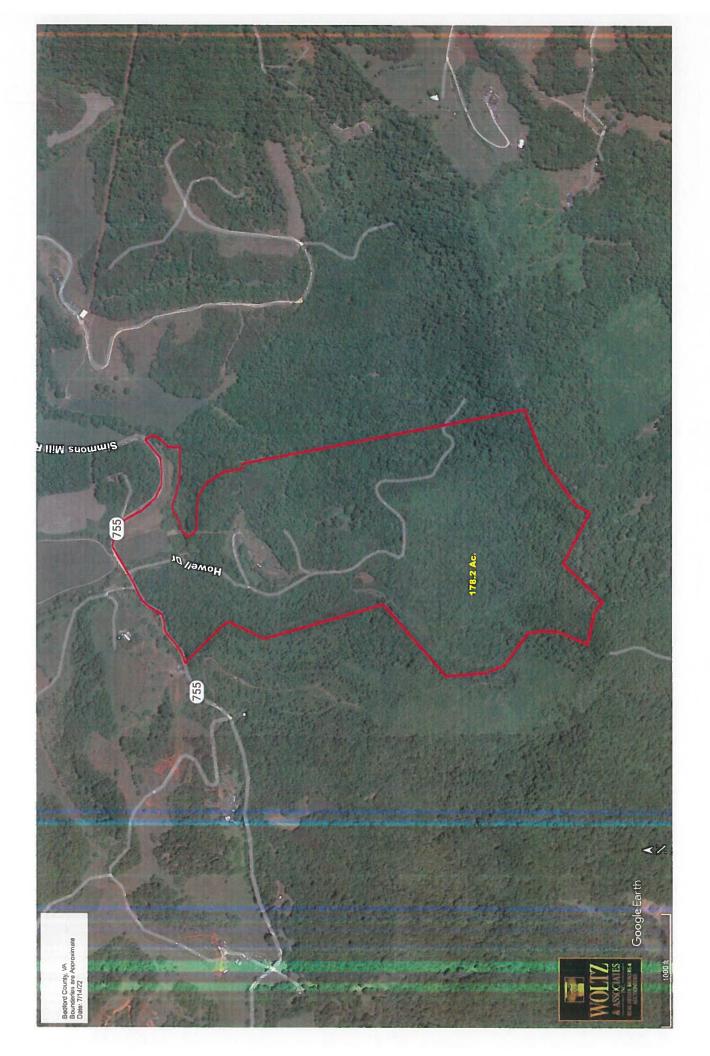
ONLINE ONLY – MUST REGISTER TO BID

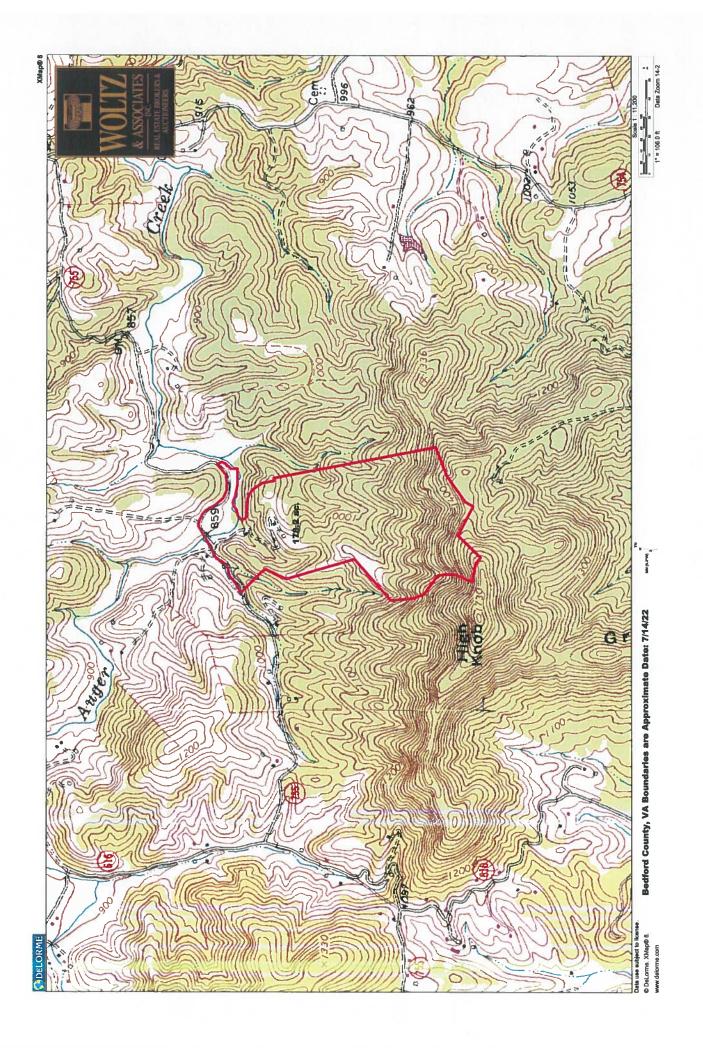
Previews: August 13 & 21, 1-5pm.

For Further Information, Please Contact:

David Boush, Auctioneer 540-871-5810 – <u>david@woltz.com</u> Office information, 540-342-3560 – <u>hannah@woltz.com</u> Visit www.woltz.com

ALL INFORMATION CONTAINED HEREIN IS PROVIDED AS A COURTESY TO PROSPECTIVE BIDDERS. BIDDERS ARE RESPONSIBLE FOR PERFORMING THEIR OWN DUE DILIGENCE.





Property Type: Farm		Addres	s: 1252 Howell DR, Thaxtor	n. VA 24174			
A NO			List Number: List Price: Farm Type: Year Built: Construction Status: Total Acreage: Style of House: Municipality: Price Per Acre: Listing Type: Exclusive	891425 \$400,000 Other - See Remark 1928 Completed 178.2 2 Story Bedford County we Right to Represen	Tax ID: Annual Taxes:	142 A 6 & 142	A 4D
Sep-			Major Area: 06 - Bedf Area: 0600 - Bedford (
Entry Above Grd Fin			Above Grd Unfin SQFT:		Detached Above Grd Fir		
Upper Above Grd Fin Other Above Grd Fin			Above Grd Unfin SQFT: Above Grd Unfin SQFT:		Total Above Grd Fin SQI Total Fnshd SqFt:	FT:	1,272
Entry Below Grd Fin			Below Grd Unfin SQFT:		Total Unfnshd SqFt:		1,272 0
Lower Below Grd Fir			r Below Grd Unfin SQFT:		Grand Total Attached SC	QFT:	1,272
Other Below Grd Fin			Below Grd Unfin SQFT:				
Total Bdrm: Total F Bths:	3	Base	ment Y/N:	Yes Dist Destin	Elementary School:	Stewarts	
Total H Baths:	0		l Cov Spaces:	Dirt - Partial	Middle School: High School:	Staunton Staunton	
Prim. Covered Prking			Covered Parking SQFT:		Water ID:	otaunton	
# Prim Cov Spaces:			Cov'd Prk Spc:	0	Water Class:	N/A	
Primary Covered sqf			vered Parking:		Length of Waterfront:		
Add'I Covered Parkin			vered # Spaces: toward Vinton. Take Left a	t Jordantown Dd/SD	610 continuo 5 5mi turn E	Picht on Soundo	m Pd. Co
1.2mi. Left on Simmor	ns Mill Rd. Go about 1mi,	Farm on Rig	ht			light on Obulide	13 110. 00
Public Remarks: Onl	ine Auction active Tuesda	y, August 2,	at 8am - Thursday, August	25 at 3pm. This incre	edible 178.2± acre farm inc	l 2-story farmho	use
w/3BR/1BA in private	setting in Bedford Co., VA	. Property be	pasts frontage along scenic	Bore Auger Creek, r	niles of interior ATV trails,	views & abunda	nt wildlife.
			Farmhouse was previously ows, well pump, water heat				
furnishings will convey	/. Property being sold AS-	IS. Farmhou	se needs some TLC but ha	s tremendous potent	ial. List price required by N	ALS, not reflective	ve of the
reserve price, only sta	rting bid.						
Acreage	Cleared Acreage: 8; Wo	oded Acreag	je: 170		Room	Name Leve	Remarks
Description: Land Description:	Varied				Bedroo	om 2 Uppe	r
Building on Prop:	Barn; Shed				Bedroo	om 3 Uppe	r
Construction:	Vinyl; Wood				Kitcher		
Water Description:	Private Well				Laundi		
Sewer Description: Heating:	Private Septic Forced Air Oil				Master	-	
Cooling:	No Cooling System				Bedroo		
Water Heater Type:	Tank						
Water Heater	Electric						
Energy:	1 Court						
Floors: Interior Features:	Vinyl Wood Stove						
Misc Features:	Pasture; Stream						
Exterior Features:	Covered Porch; Deck; S						
Views:	Mountain; Sunrise; Sun						
Bedrooms:		1; Bedrooms	Upper Level: 2; Bedrooms	Lower Level: 0; Bed	rooms Other Level:		
Full Baths:	0 Full Baths Entry Lyl: 1:1	Full Baths Ur	oper Lvl: 0; Full Baths Lowe	r I vI: 0: Full Baths O	ther LvI: 0		
Half Baths:			pper LvI: 0; Half Baths Low				
Misc. Information:	Manufac Home Allowed		Jse Plan: Yes; Underground				
Limited Service:	Not Limited Service						
List Date: 07/19/2022		Days	s On Market: 10		Buyer Agent Comp: 2%		
					Subagent Comp: 0		

Information is deemed to be reliable, but is not guaranteed. © 2022 MLS and FBS. Prepared by Hannah Sprague, Firm Staff on Thursday, July 28, 2022 4:20 PM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.



ROANOKE VALLEY ASSOCIATION OF REALTORS®



RESIDENTIAL SEPTIC SYSTEM DISCLOSURE STATEMENT

Section 32.1-164.1:1 Code of Virginia provides whenever any onsite sewage system is failing and is on or serves real property consisting of not less than one nor more than four dwelling units and the Board of Health's (Board) regulations for repairing such failing system impose (i) a requirement for treatment beyond the level of treatment provided by the existing onsite sewage system when operating properly or (ii) a new requirement for pressure dosing, the Owner may request a waiver from such requirements. The Commissioner shall grant any request for such waiver, unless he finds that the failing system was installed illegally without a permit. Any such waivers shall be recorded in the land records of the clerk of the circuit court in the jurisdiction in which the property on which the relevant onsite sewage system is located. Waivers granted hereunder shall not be transferable and shall be null and void upon transfer or sale of the property on which the onsite sewage system is located. Additional treatment or pressure dosing requirements shall be imposed in such instances when the property is transferred or sold.

The Owner of the relevant property shall disclose that any operating permit for the onsite sewage system that has been granted a waiver authorized by this subsection shall be null and void at the time of transfer or sale of the property and that the Board's regulatory requirements for additional treatment or pressure dosing shall be required before an operating permit may be reinstated.

The Owner(s) acknowledges that the Broker has informed the Owner of the Owner's rights and obligations with respect to the information above. The Owner(s) certify that they() have (X) have not been granted a waiver from the Board. In the event the Owner has been granted a waiver, the Owner shall provide a separate disclosure form that acknowledges such waiver.

Property Address / 1252 Howell Rd, Thaxton, VA 24174

Legal Dassesiption: Tax Map Number	· 142 A 6	DocuSigned by:	
Ronald E. Howell	7/7/2022	tiresa Howell Akers	7/7/2022
Owner	Date	Owner	Date

NOTE TO PURCHASER(S): Pursuant to Section 32.1-164.1:1, the Owner is required to deliver the Disclosure, if applicable, to the Purchaser prior to the acceptance of a real estate purchase contract with respect to the Property. If disclosure is applicable and is delivered to the purchaser after the acceptance of the real estate purchase contract, the purchaser's sole remedy shall be to terminate the real estate purchase contract at or prior to the earliest of the following: (i) three days after delivery of the disclosure in person; (ii) five days after the postmark if the disclosure is deposited in the United States mail, postage prepaid, and properly addressed to the purchaser; (iii) settlement upon purchase of the property; (iv) occupancy of the property by the purchaser; (v) the execution by the purchaser of a written waiver of the purchaser's right of termination under this chapter contained in a writing separate from the real estate purchase contract; or (vi) the purchaser making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan.

The Purchaser(s) acknowledges that the Broker has informed the Purchaser of the Purchaser's rights and obligations with respect to this disclosure.

 Purchaser
 Date
 Purchaser
 Date

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Rev.2006

Page 1 of 1



RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

ACKNOWLEDGEMENT BY SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55.1-700 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 provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

1252 Howell Rd, Thaxton, VA 24174

PROPERTY ADDRESS/ LEGAL DESCRIPTION: Tax Map Number 142 A 6

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at: <u>https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures</u>

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

Konald E. Howell	Tiresa Howell Akers	
Owner	Owner Antrescace	
7/7/2022	7/7/2022	
Date	Date	

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the Code of Virginia). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser	Purchaser		
Date	Date		
		DPOR	rev 07/2021
DLTZ & ASSOCIATES, 23 Franklin Road Roanoke VA 24011 vid Baush Produced with Lone Wolf Transacti	Phone: (540)871-5810	Fax: (540)342-3741	Howell Farr

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

This disclosure applies to the property(ies) located at: 1252 Howell Rd, Thaxton, VA 24174

Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based hazards (check (i) or (ii) below):

(1) DS _____DS Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(i)

Gii

.ne

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller (check (i) or (ii) below):

Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): $\uparrow H I$

Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) _____ Purchaser has (check (i) or (ii) below):

- (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint and/or lead-based paint hazards; or
- (ii _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead- based paint hazards.

Agent's Acknowledgment (initial)

(f) ______ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Ronald E. Howell	7/7/2022	tiresa Howell akers	7/7/2022
Selferc17C74EA34CB	Date	Sel192E03A17E9C4C8	Date
Purchaser	Date	Purchaser	Date
Drenip Bouch	7/7/2022		
Agent	Date	Agent	Date
Revised 7/2016			

Bedford County, Virginia

Tax Map #: 142 A	4D Link: 142 A 4D	Parcel 90508528 Number(RP C):	Address:
Parcel Information			
Owner : Additional Owner: Owner Address:	HOWELL RONALD K & AKERS TERESA H & HOWELL JOEL E 2527 SIMMONS MILL RD THAXTON VA 24174	Legal Acreage: PCDesc: Legal Description: Document Number:	5.2100 2 Single Family Res(1-19.99ac) TRACT 4 PB 48/235 150000429
Valuation Informat	ion		
Map : Name: Acreage:	142 A 4D HOWELL RONALD K & AKERS TERESA H 5.21	Deedbook Deedpage:	No Data No Data
Year	Land Value	Improvement Value	Total Value
2021	\$28,800.00	\$.00	\$28,800.00
2020	\$28,800.00	\$.00	\$28,800.00
2019	\$28,800.00	\$.00	\$28,800.00
2018	\$28,800.00	\$.00	\$28,800.00
2017	\$28,800.00	\$.00	\$28,800.00
2016	\$28,800.00	\$.00	\$28,800.00
2015	\$28,800.00	\$.00	\$28,800.00
2014	\$28,800.00	\$.00	\$28,800.00
2013	\$28,800.00	\$.00	\$28,800.00
2012	\$28,800.00	\$.00	\$28,800.00
2011	\$28,800.00	\$.00	\$28,800.00
2010	\$37,300.00	\$.00	\$37,300.00
2009	\$37,300.00	\$.00	\$37,300.00
2008	\$37,300.00	\$.00	\$37,300.00
2007	\$.00	\$.00	\$.00
2007	\$37,300.00	\$.00	\$37,300.00

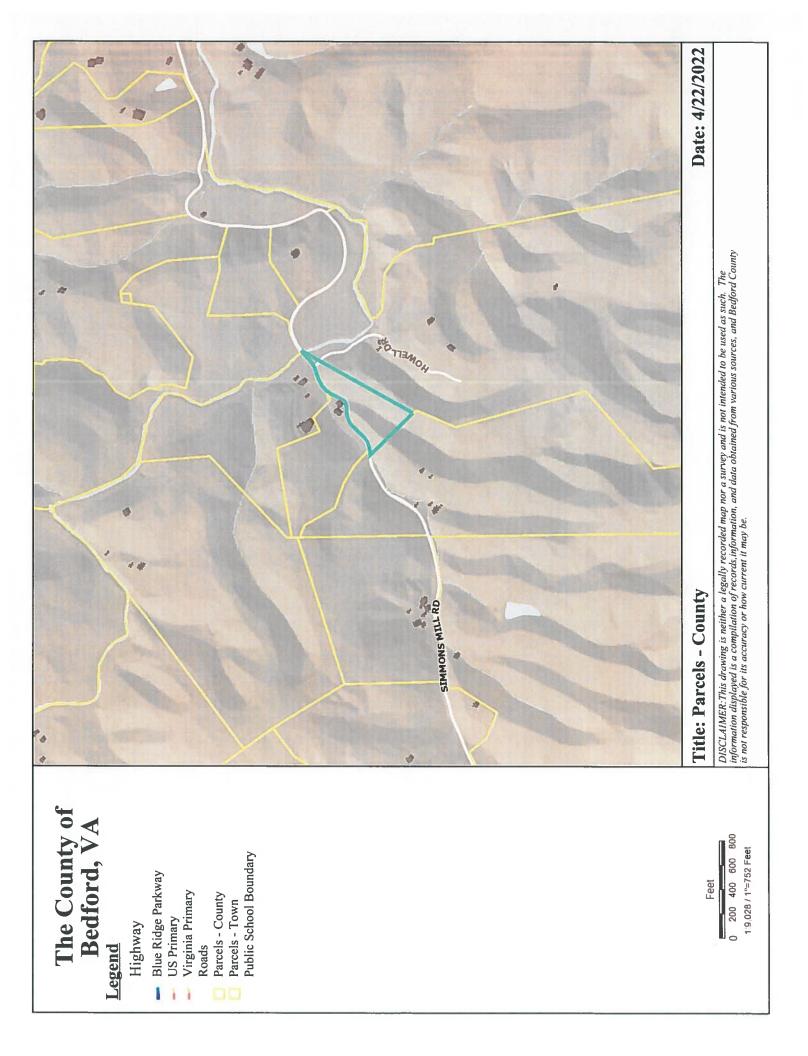
Improvement

Current Owner

Current Owner: Purchase Date: Purchase Price: HOWELL RONALD K & AKERS TERESA H 12/02/2015 \$.00

Past Owner

Name: Purchase Date: Purchase Price: HOWELL IMELDA L 07/01/2014 \$19,000.00 Name: Purchase Date: Purchase Price: LAWHORN JESSE S 10/03/2013 \$.00



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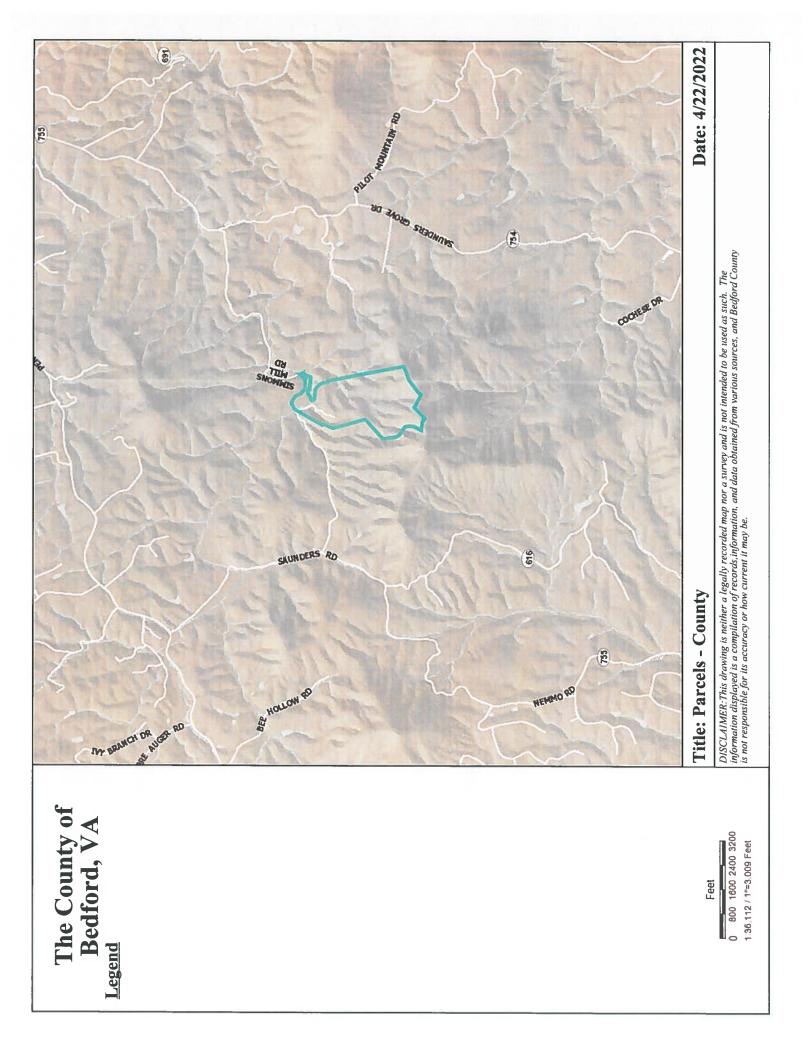
Bedford County, Virginia

Tax Map #: 142 A	6 Link: 142 A 6	Parcel 14200500 Number(RP C):	Address: 1252 HOWELL DRIVE
Parcel Information			
Owner : Additional Owner: Owner Address:	HOWELL RONALD K & AKERS TERESA H & HOWELL JOEL E 2527 SIMMONS MILL RD THAXTON	Legal Acreage: PCDesc: Legal Description:	172.8500 6 Agricultural/Undevl(100+ac) BORE AUGER
Owner Address:	VA 24174	Document Number:	WF150001215
Valuation Informat	ion		
Map : Name: Acreage:	142 A 6 HOWELL RONALD K & AKERS TERESA H 172.85	Deedbook Deedpage:	No Data No Data
Year	Land Value	Improvement Value	Total Value
2021	\$449,600.00	\$65,700.00	\$515,300.00
2020	\$449,600.00	\$65,700.00	\$515,300.00
2019	\$449,600.00	\$65,700.00	\$515,300.00
2018	\$447,600.00	\$57,600.00	\$505,200.00
2017	\$447,600.00	\$57,600.00	\$505,200.00
2016	\$447,600.00	\$57,600.00	\$505,200.00
2015	\$447,600.00	\$57,600.00	\$505,200.00
2014	\$447,600.00	\$49,500.00	\$497,100.00
2013	\$447,600.00	\$49,500.00	\$497,100.00
2012	\$447,600.00	\$49,500.00	\$497,100.00
2011	\$447,600.00	\$49,500.00	\$497,100.00
2010	\$447,600.00	\$49,500.00	\$497,100.00
2009	\$447,600.00	\$49,500.00	\$497,100.00
2008	\$447,600.00	\$49,500.00	\$497,100.00
2007	\$447,600.00	\$49,500.00	\$497,100.00
2006	\$187,900.00	\$44,100.00	\$232,000.00
2005	\$187,900.00	\$44,100.00	\$232,000.00
2004	\$187,900.00	\$44,100.00	\$232,000.00
2003	\$187,900.00	\$44,100.00	\$232,000.00
2002	\$145,900.00	\$49,000.00	\$194,900.00
2001	\$145,900.00	\$49,000.00	\$194,900.00
2000	\$145,900.00	\$49,000.00	\$194,900.00
1999	\$71,800.00	\$49,000.00	\$120,800.00
1998	\$38,900.00	\$8,200.00	\$47,100.00

Improvement

Exterior Information		Interior Information	
Structure use:	Single family	Rooms Total:	5
Building Type:	66 Two Story	Bedrooms:	2
Frame Material:	Wood frame	Full Bathroom:	1
Exterior Cover :	Vinyl siding	Half Bathroom:	0
Exterior Cover:	No Data	Attic:	None
Year Built:	1928	Heating:	Wall/Floor furnace
Stories :	2.0	Cooling :	N
Foundation:	Full Crawl	Roof:	Gable
Finish Size Sq Ft:	1272	Roof Material:	Asphalt shingles
Basement Sq Ft:	0	Masonry Fireplace :	Y
Garage Sq Ft:	No Data	Condition:	F
Detached Garage Sq Ft:	No Data		
DeckSq Ft:	0		

Current Owner				
Current Owner:	HOWELL RONALD K & AKERS TERESA H			
Purchase Date:	10/30/2017			
Purchase Price:	\$.00			
Past Owner				
	HOWELL KENNETH C	Name:	HOWELL KENNETH C	
Past Owner Name: Purchase Date:	HOWELL KENNETH C 01/01/1995	Name: Purchase Date:	HOWELL KENNETH C 01/01/1995	





COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT---READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I---Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

ATTEST: Mayou Remogua

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form. 27C165B46

ALTA Commitment for Title Insurance 8-1-16 w- VA Mod



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Transaction Identification Data for reference only: Issuing Agent: Acquisition Title and Settlement Agency, Inc. Issuing Office: 3140 Chaparral Drive, C-107, Roanoke, VA 24018 ALTA® Universal ID: 1069515 Loan ID Number: Commitment Number: ATS-447-22 Issuing Office File Number: 22-40220-R Property Address: 1252 Howell Drive, Thaxton, VA 24174 and Tract 4 Howell Drive, Vinton, VA 24179 Revision Number:

SCHEDULE A

- 1. Commitment Date: 07/14/2022 at 8:00 AM
- 2. Policy to be issued:
 - (a) ALTA Owner's Policy Proposed Insured: Woltz and Associates, Inc. Proposed Policy Amount:
- The estate or interest in the Land described or referred to in this Commitment is: Property 1: fee simple, and title to the estate or interest in the Land is at the Commitment Date vested in Ronald K. Howell, Teresa H. Akers, and Joel E. Howell, devisees of the Estate of Imelda Light Howell
 Property 2: fee simple, and title to the estate or interest in the Land is at the Commitment Date vested in Ronald K. Howell, Teresa H. Akers, and Joel E. Howell, devisees of the Estate of Imelda Light Howell
- The Land is described as follows:

Property description set forth in "Exhibit A" attached hereto and made a part hereof.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

metternou

By:

Acquisition Title and Settlement Agency, Inc. 3140 Chaparral Drive C-107 Roanoke, VA 24018 DeAnn K Murphy Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form. 27C165B46

ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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File No. 22-40220-R

Commitment No. ATS-447-22

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly authorized and executed Deed from Ronald K. Howell, Teresa H. Akers, and Joel E. Howell, to TBD TBD, to be executed and recorded at closing.

- 5. NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 6. Receipt of fully completed Owners' Affidavit.
- 7. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 8. Certification that no federal and state taxes have been assessed against the estate of Imelda Light Howell; or, if the estate is subject to such taxes, certification that same have been paid.
- 9. Receipt of fully executed No Financing Affidavit from Ronald K. Howell, Teresa H. Akers, and Joel E. Howell
- Receipt of newly created description that adequately defines, describes and locates premises to be insured AND this description must be used in the document(s) creating the estate or interest to be insured, subject to approval by this Company. (As to Property 1)
- 11. Certification that there are no federal judgment liens docketed against TBD TBD

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form. 27C165B46

ALTA Commitment for Title Insurance 8-1-16 w- VA Mod



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File No. 22-40220-R

Commitment No. ATS-447-22

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
- 2. Those taxes and special assessments which become due and payable subsequent to Date of Policy
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 4. Rights of others thereto entitled, in and to the continued, uninterrupted flow of Bore Auger Creek located crossing the insured premises, as shown on the recorded plat of subdivision.
- 5. AS TO PROPERTY 1:

Disputed area of 1.987 acre on southerly portion of insured premises as shown on plat of survey recorded in Plat Book 37, page 297.

6. AS TO PROPERTY 2:

Rights of others in and to the use of the ingress/egress easement crossing the central portion of the property as shown on the recorded plat of survey in Plat Book 48, page 237.

- Overlap of 0.109 acre and gap of 0.155 acre and adjoiner survey in Plat Book 15, page 76 (also shown on Plat Book 34, page 390), affecting the southerly property line of insured premises as shown in Plat Book 48, page 237.
- Matters as shown on recorded plat in Plat book 48, page 237:
 a. Overhead electric lines
 b. Adjoiner's drive crosses the partherly parties of preparty to Paula
 - b. Adjoiner's drive crosses the northerly portion of property to Route 755

ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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NOTE: Any reference herein made as to restrictions and/or restrictive covenants is intended to include, as if said language was set forth after each exception "but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law."

NOTE: This Commitment for Title Insurance does NOT constitute a report of title and is not to be relied upon by the insured(s) or any other party as a title report or representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of a Title Insurance Policy, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of the Final Title Insurance Policy jacket. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Title Insurance Policy.

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ALTA Commitment for Title Insurance 8-1-16 w- VA Mod



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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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File No. 22-40220-R

Commitment No. ATS-447-22

EXHIBIT A Property Description

Property 1:

Tract B, containing 172.845 acres as shown on plat prepared by Donnie W. Slusher of record in Plat Book 37, page 294

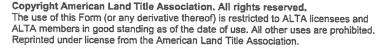
SETTLEMENT AGENT TO PROVIDE A MORE COMPLETE AND ACCURATE DESCRIPTION OF THE PROPERTY HEREIN CONVEYED.

Property 2:

All that certain tract or parcel of land, lying and being in Peaks District, Bedford County, Virginia, containing 5.205 acres, designated as Tract 4 on a plat of survey entitled "Plat Showing Division of Property Owned by: Terry L. and Ricardo R. Fuciarelli...," dated July 22, 2006, made by Donnie W. Slusher, C.L.S., a copy of which is recorded in the Clerk's Office, Circuit Court, Bedford County, Virginia in Plat Book 48, Pages 235 - 237.

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ALTA Commitment for Title Insurance 8-1-16 w- VA Mod





- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 (e) The Company shall not be liable for the content of the Transaction Identification Data. If any.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of
- the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

AMERICAN LAND TITH ASSOCIATION

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Terms & Conditions of Auction for Online Bidding Teresa Howell Akers & Ronald K. Howell 178 Acres Thaxton, Virginia (1252 Howell Dr, Thaxton, VA 24174)

Bidding Starts: Tuesday, August 2, 2022, 8:00 AM ET Bidding Ends: Thursday 25, 2022, 3:00 PM ET

- 1. AUCTION SALE: The Property will be sold subject to Seller's confirmation that the contract sales price is at or above the reserve price and subject to execution of the Auction Real Estate Purchase Agreement as required in Paragraph 2. The property is auctioned "AS IS, WHERE IS" with all faults in its condition at the time of sale without recourse by way of refund, reduction of the purchase price, or otherwise. Bidders should perform such independent investigation with respect to the property as they deem necessary or appropriate. Bidding signifies you have read and are in agreement with the terms and conditions of the auction. If you do not agree with the terms and conditions of this auction Do Not Bid!
- 2. REAL ESTATE DEPOSIT: The Buyer is required to pay a deposit in the amount of ten percent (10%) of the contract sales price and sign an Auction Real Estate Purchase Agreement within twenty-four hours (24) of sale day, executed and delivered via email. Buyer may wire funds (\$25.00 wire fee) or overnight a cashier's check for the earnest money deposit at Buyer's expense.
- 3. FINANCING: Your bidding and purchase of the property are NOT CONDITIONAL UPON FINANCING. Be sure you have arranged financing, if needed, and are capable of paying cash at settlement.
- 4. LIABILITY: Bidders inspecting property enter at their own risk. Auction Company assumes no risk for bodily injury or damage to personal property.
- 5. ANNOUNCEMENTS: Announcements on day of sale take precedence over all prior releases, verbal and written, concerning this auction sale.
- 6. BUYER'S PREMIUM: The Buyer's Premium on the real estate is ten percent (10%) of the high bid amount. The Buyer's Premium will be added to the high bid to determine the final contract sales price.
- 7. AGENCY: THE AUCTION COMPANY AND ITS REPRESENTATIVES REPRESENT THE SELLER.
- 8. REAL ESTATE DEED AND POSSESSION: The real estate will be conveyed by a Special Warranty deed to be prepared at the expense of the Seller and the cost of Virginia Grantor's tax shall be borne by the Seller. It is agreed the Property is being conveyed free and clear of liens, subject, however, to any rights of way, easements, and restrictions of record. The balance of the purchase price is due at settlement which shall be on or before October 10, 2022. The contract to purchase is not assignable. Possession of the Property shall be given to the buyer at settlement.
- 9. BOUNDARY LINES: Boundaries on aerial photos, topographic maps, and otherwise, are approximate and are subject to verification by all parties relying on them.
- 10. BIDDING AND SOFT CLOSE: The bidding is hereby offered by Online Auction only and bidding will only be available to registered bidders. The Soft close will allow extended bidding until no bids are placed for five minutes. If a bid is placed within the last five minutes an additional five minutes will be added to ensure everyone gets time to place their bid.
- 11. GENERAL: The information contained in the brochure, on woltz.com, all advertising, and the Bidder's Information Packet is subject to verification by all parties relying on them. No liability for its accuracy, error, or omissions is assumed by the Seller or the Auction Company.

- 12. BROKER PARTICIPATION: Any appropriately licensed Virginia broker whose agent properly registers the successful high bidder will be paid a 2% commission based upon the high bid, and will be paid at settlement by the Seller. Applications must be on a Woltz & Associates, Inc. Broker Participation Application form and contain the name, address and signature of agent and prospect as well as the Broker's license number and Federal Tax ID number. The form must be received in the office of Woltz & Associates, Inc. or by email at hannah@woltz.com prior to the registered bidder making a bid. Participating Broker must sign the Real Estate Purchase Agreement for winning bid. Agents acting as principals buying on their own behalf, on behalf of family members, other licensed real estate agents, or who represent prospects that have had prior contact with the Seller or Auction Company are not eligible. An agent may register only one Bidder for this auction.
- 13. ADDITIONAL TERMS & CONDITIONS: Personal Property items remaining in the farmhouse and the on property as of Monday August 8, 2022 will convey at settlement.
- 14. SOFTWARE & TECHNOLOGY: Woltz & Associates, Inc. reserves the right to reject any bid at our sole discretion. In the event there are technical difficulties related to the server, software, or any other online auction-related technologies, Woltz & Associates, Inc., reserves the right to extend bidding, continue the bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR WOLTZ & ASSOCIATES, INC. SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Email notifications will be sent to registered bidders with updated information deemed necessary by Auction Company.





23 FRANKLIN ROAD SW ROANOKE, VIRGINIA 24011 540-342-3560 or 800-551-3588 Fax: 540-342-3741 Email: info@woltz.com

AUCTION REAL ESTATE PURCHASE AGREEMENT

(This is a legally binding contract; if not understood, seek competent advice before signing.)

AGENCY DISCLOSURE: REALTORS ARE REQUIRED BY LAW AND THEIR CODE OF ETHICS TO TREAT ALL PARTIES TO THE TRANSACTION HONESTLY. The Seller and the Buyer each confirm that disclosure of the agency relationships described below has been made in writing. (Check either A or B below.)

- A. _____ The Seller and the Buyer confirm that in connection with the transaction under this Agreement, the Listing Firm, the Selling Firm, and its Agents, are acting on behalf of the Seller as Seller's agent.
- B. _____ The Seller and the Buyer confirm that in connection with the transaction described by this Agreement, the Listing Firm and its Agents are acting on behalf of the Seller as the Seller's agent, and the Selling Firm and its Agents, by agreement, are acting on behalf of the Buyer as the Buyer's agent.

THIS AGREE	MENT OF PU	RCHASE AND	SALE (Agree	ement) ma	de and entered	d into th	is 25 th day of	August 2022,
between	Teresa	Howell	Akers	and	Ronald	Κ.	Howell	("Sellers"),
					_, ("Buyer "), and	l Woltz &	& Associates,	Inc. ("Agent").
			W-1-T-	N-E-S-S-E	-T-H:			

REAL PROPERTY: Buyer agrees to buy, and Seller agrees to sell the land, all improvements thereon in the County of Bedford, Virginia, Auction Tract(s) 1 and as more particularly described on the attached **Exhibit A** " (the "**Property**"). (Complete legal description to be furnished in Deed)

High Bid: + Buyer's Premium 10% of High Bid: Total Contract Sales Purchase Price:

DEPOSIT: The Buyer has made a deposit of ten percent (10%) of the contract sales price of Dollars (\$______) ("Deposit") by ______

in hand paid on the signing of this Agreement, paid by Buyer to Agent; receipt of which is hereby acknowledged. The Deposit shall be placed in Agent's escrow account until final settlement and may be placed in an interest-bearing account. The Buyer and Seller waive any claim to interest resulting from such Deposit.

THIS IS A CASH AGREEMENT. THERE IS NO CONTINGENCY FOR BUYER TO OBTAIN FINANCING. The residue of the purchase price shall be payable as follows: Cash at Settlement shall be made on or before October 10, 2022 (the "Settlement Date"). If closing does not occur on or before Settlement Date, Buyer shall be in default. Seller may, in its sole discretion, permit closing after this date, and, in such case, shall charge the Buyer interest

Buyer's initials:

at the rate of 12% per annum of the total purchase price which shall be due and payable at closing.

The Seller agrees to convey the said Property with a Special Warranty Deed, same to be prepared at the expense of the Seller and the cost of Virginia Grantor's tax shall be borne by the Seller. It is agreed that the Property is being conveyed free and clear of all liens but subject to all rights, reservations, covenants, conditions, easements, rights-of-way, and restrictions of record, as the same may lawfully apply to the Property, and to all matters which would be disclosed by a survey and inspection of the Property.

FAIR HOUSING: The Seller and Buyer acknowledge that in the sale, purchase or exchange of real property, all offers shall be presented and considered without regard to race, color, religion, national origin, sex, elderliness, familial status or handicap as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdiction.

MEGAN'S LAW: Buyer shall exercise whatever due diligence Buyer deems necessary with respect to information on any sexual offenders registered under Chapter 23 (19.2-387 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange, at 804-674-2000 or <u>www.vsp.state.va.us</u>.

SETTLEMENT EXPENSES/RISK OF LOSS: The expenses of examination of title and recordation shall be borne by the Buyer. All rents, interest, taxes, insurance, and other escrow deposits are to be pro-rated as of settlement. The risk of loss or damage to or destruction of any structure on the premises by any means until the deed of conveyance is delivered is assumed by the Seller.

DEFAULT: In the event Seller tenders full performance of all of its obligations hereunder and this Agreement is terminated by Seller as a result of Buyer's default or breach hereunder, Seller may retain the Deposit as liquidated damages in lieu of all other damages and remedies available to it at law or in equity. The parties hereto acknowledge that it is not possible at this time to calculate or determine the damages that Seller might incur should Buyer default under this Agreement. Buyer and Seller agree that the retention of the Deposit as liquidated damages is fair and reasonable, should this Agreement be terminated by Seller. In the event Buyer tenders performance of all of its duties and obligations hereunder and this Agreement is terminated by Buyer as a result of Seller's default or breach hereunder, then Buyer's sole remedy shall be to direct Seller to cause Agent to promptly return the Deposit to Buyer and neither party shall have any further obligations to the other.

COMMISSION: The Seller agrees to pay commission to Woltz & Associates Inc. for its services, a commission pursuant to the terms of the Woltz & Associates Auction Contract. The Seller agrees to pay a Participating Broker representing the successful High Bidder, a 2% commission on the High Bid for the property at settlement.

ATTORNEY'S FEES: In any action or proceeding involving a dispute between the Buyer, the Seller and/or the Agent, arising out of this Agreement, or to collect the Agent's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

POSSESSION: Possession of Property to be given on the date of actual settlement.

AUCTION TERMS AND CONDITIONS: This property is being sold "AS IS, WHERE IS". Buyer agrees to comply with all auction terms and conditions and announcements made on date of sale and acknowledges receipt of the Real Estate Bidder's Package on day of sale. The Buyer's decision to purchase is based upon Buyer's due

Buyer's initials:

diligence rather than upon any information provided by Auction Company, its agents, and representatives.

Except for the warranty of title in the deed delivered at closing, Seller makes no warranty or representation of any kind, express or implied, as to the condition, quality, or fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for any consequential or punitive damages under this Agreement or with respect to the Property.

COUNTERPARTS: This Agreement may be signed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one of the same original. Documents obtained via facsimile machines or email shall also be considered as originals.

LIKE-KIND EXCHANGE: Seller and Buyer shall have the right, at option of either or both, to dispose of or purchase the Property through a transaction that is structured to qualify as a like-kind exchange of property within the meaning of Section 1031 of the Internal Revenue Code of 1986. Each party agrees to execute any necessary documents related to the Seller's or Buyer's affecting a qualifying like-kind exchange, provided that the non-exchanging party shall not incur any additional costs due to the exchange of the other party. In no event shall any like-kind exchange contemplated by this provision cause an extension of the date of closing unless agreed to by all parties to this Agreement, including Agent.

PARTIES: This Agreement shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors, and assigns. As used herein, words in the singular include the plural, and the masculine includes the feminine and neuter genders, as appropriate.

CHOICE OF SETTLEMENT AGENT: Buyer has the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing your 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 Agreement between the parties. If part of the purchase price is financed, your lender 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. 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, you are entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of Chapter 10 (55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

ADDITIONAL TERMS AND CONDITIONS: Personal Property items that remain in the farmhouse and on the property as of Monday, August 8th, 2022, will convey.

APPLICABLE LAW: This Agreement shall be construed under the laws of the Commonwealth of Virginia.

MISCELLANEOUS: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors-in-title, heirs, personal representatives, successors, and assigns. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission.

WITNESS the following signatures and seals.

Buyer	Date	
Buyer	Date	
SELLERS:		
Ву:		
Teresa Howell Akers, Seller	Date	
By: Ronald K. Howell, Seller	Date	
Deed To:		Agent: Woltz & Associates, Inc.
		By: Its: Agent, David P. Boush
Buyer's Address:		
Buyer's Phone:		
Buyer's Email:		
Buyer's choice of settlement services:		
Address:		
Phone:		

BROKER PARTICIPATION

Participation Firm:		
Firm Phone No.:	Fax No.:	
Selling Agent:		
Agent's Phone:		
Agent's Email:		
Agent's Signature:		