

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF SALEM

CITY OF SALEM, VIRGINIA,

Complainant,

vs.

KYLE J. FIELDS, et al,

Respondents.

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Case No. CL22-44

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 City of Salem Tax Map Parcel No. 201-4-6, I hereby offer on this August 22, 2023 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 15th day of September, at 1:30 p.m., before The Honorable Judge David B. Carson of the Circuit Court for the City of Salem, 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 I understand that this offer may not be withdrawn by me without leave of Court.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 the date of the auction, August 22, 2023 which shall be prorated. I acknowledge that I am solely

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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