



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 – Union Primitive Baptist Church by and through Sonny Gunter and Andrew Hollandsworth as Trustee's

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Friday, November 6th, 2026 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 Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with "Seller" to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

Parcel ID 36-110; +/- 0.8925 acres and improvements; PC1-178B

Parcel ID 36-109; +/- 0.0930 acres and improvements; PC1-178B

Parcel ID 36-110A; +/- 0.222 acres and improvements; PC2-72A

Parcel ID 36-119A; +/- 0.053 acres and improvements; PC2-71A

Address: 1227 Macks Mtn Rd NW, Indian Valley, VA 24105

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, November 6th, 2026 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) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval. This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.
- 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. 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 Attorney/Title Company of Purchaser's Choice 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, December 21st, 2026**. 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.

- 18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per Virginia auction code: 18 VAC 25-21-120 Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. 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).
- 19) **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. If these steps have not been completed, a broker referral fee will not be paid.
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller’s acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.
- 21) **Other:** All parties acknowledge that sale is subject to court approval.

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

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
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414
Alabama Auctioneer License #	5700

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

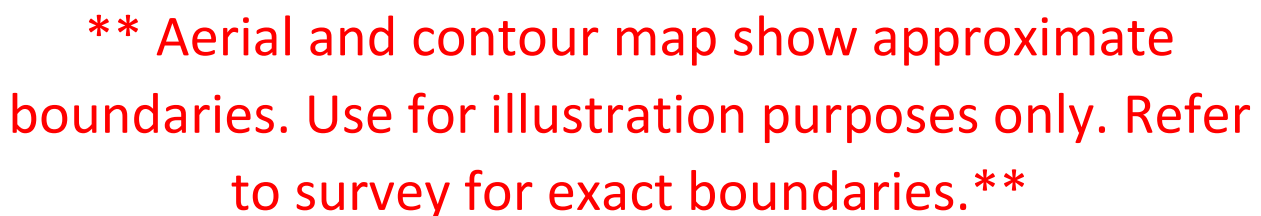


Auction Services

Aerial



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





Neighborhood

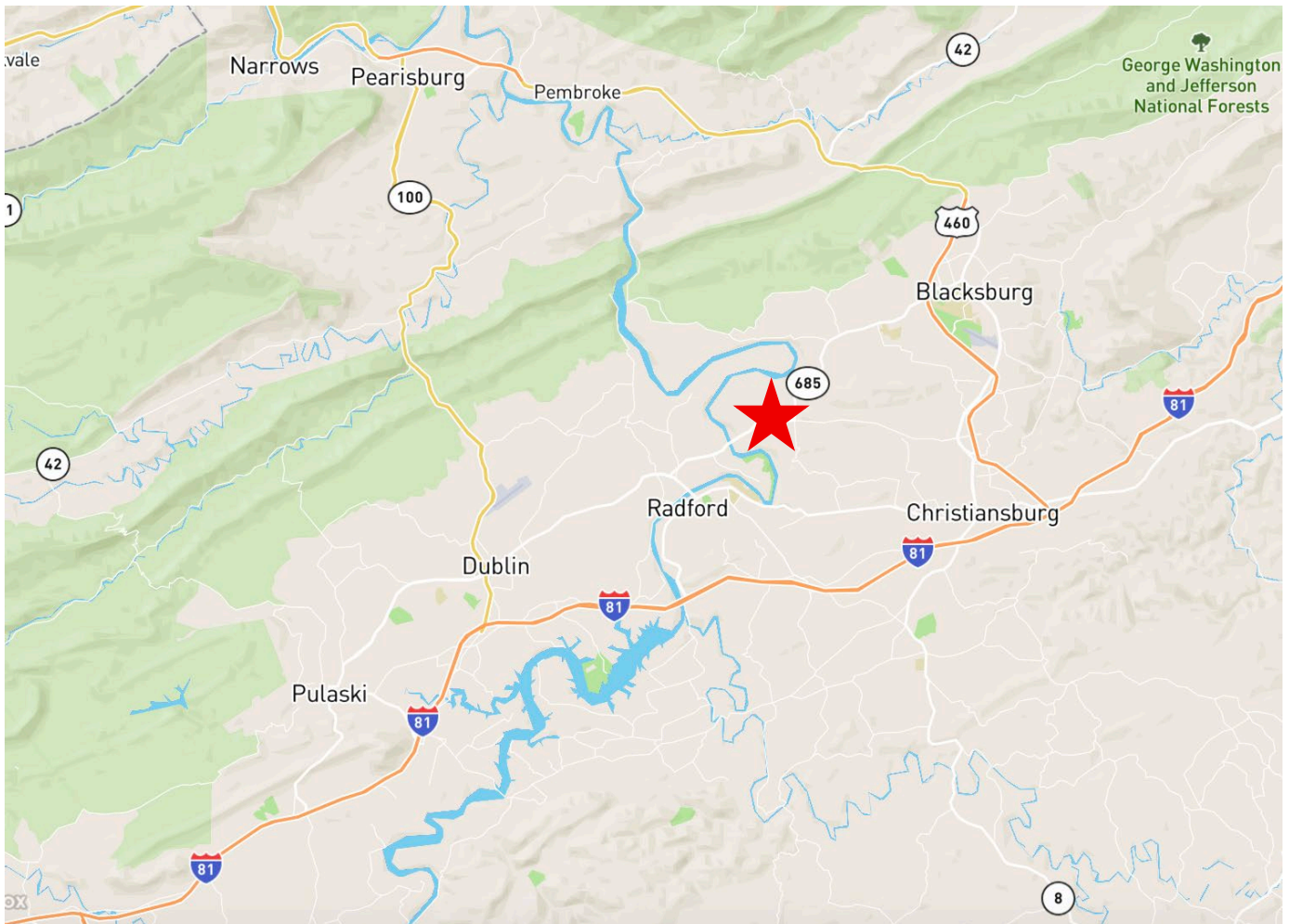
1227 Macks Mtn Rd NW,
Indian Valley, VA 24105





Location

1227 Macks Mtn Rd NW,
Indian Valley, VA 24105



PROPERTY

Parcel Information

Parcel Record Number (PRN) **7433** Town/District **INDIAN VALLEY**

Account Name **UNION PRIMITIVE BAPTIST CHURCH**

Account Name 2

Care Of **C/O SANDRA HOLLANDSWORTH**

Address1 **5156 BLUE SPRINGS RD**

Address2

City, State Zip **HIWASEE, VA 24347**

Business Name

Location Address(es) **RT 754** **VA**

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
036 109	036				109	

Total Acres **0.11**

Deed **DC-26-0000656**

Will **NONE**

Plat **NONE**

Route **754**

Legal Desc 1 **PC1-178B**

Legal Desc 2

Zoning

State Class **EXEMPT - RELIGIOUS**

Topology

Utilities **NONE**

Assessed Values

Type	Current Value (2026)	Previous Value (2025)
Land	\$14,500	\$14,500
Main Structures	\$0	\$0
Other Structures	\$143,500	\$143,500
TOTALS	\$158,000	\$158,000

Sales History

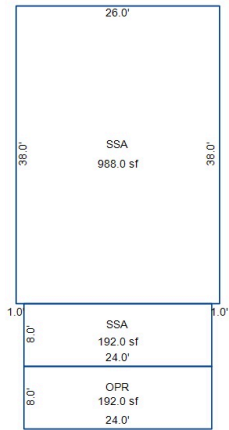
Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
UNION PRIMITIVE BAPTIST CHURCH	\$0	DEED OF CONFIRMATION-26-0000656	2	04/29/2026
	\$0	UNKNOWN--	1	01/01/2003

Land Segments

Seg	Description	Size	AdjRate	Value
1	EXEMPT	.11	\$0	\$14,500

Main Structures

Main Structure 1	Rooms	1	Deprec Schedule	DEPR BY ADJUSTMENT
	Bedrooms	0	Heated Sq Ft	1,180

	Cost/Heated SqFt	\$0.00	Constr Style	-
Main Structure Photo			Main Structure Sketch	
				

Main Structure Attributes

Type	Code	# Of	Base Rate	Value
AIR COND	NO AIRCOND	1,180	\$0	\$0
ARCH STYLE	-	1,180	\$0	\$0
BATHROOMS	FULL BATHS	1	\$0	\$0
BUILDING TYPE	CHURCH	1,180	\$0	\$0
CONDITION	GOOD-FAIR	1,180	\$0	\$0
EXT FINISH	VINYL SID	1,180	\$0	\$0
EXT FINISH 2	-	1,180	\$0	\$0
FOUNDATION	CINDER BLK	1,180	\$0	\$0
FRAME	WOOD	1,180	\$0	\$0
HEAT	STOVE	1,180	\$0	\$0
ROOF MATERIAL	METAL	1,180	\$0	\$0
STORIES	STORIES	1	\$0	\$0

Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
1-0	100	SSA	SIDING/SHINGLE ONE STORY	FACTOR	988	1.00	0.00	\$0	9999	9999	\$0
2-0	100	SSA	SIDING/SHINGLE ONE STORY	FACTOR	192	1.00	0.00	\$0	9999	9999	\$0
3-0	100	OPR	OPEN PORCH (RAISED)	FACTOR	192	1.00	0.00	\$0	9999	9999	\$0

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	1SFR CHURCH	1SFR CHURCH	NO GRADE	1,180	\$125.00	MANUAL	1.00	0	\$118,000
2	FELSHIP H	FELSHIP H	NO GRADE	768	\$35.00	MANUAL	1.00	0	\$25,500

3	FR OB	FR OB	SOUND VALUE	1	\$0.00	MANUAL	1.00	0	\$0
4	FR OB	FR OB	SOUND VALUE	1	\$0.00	MANUAL	1.00	0	\$0

Data last updated: 09/27/2026

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Concise Systems, LLC * www.concisesystems.com * (540)776-1800 * sales@concisesystems.com

PROPERTY

Parcel Information

Parcel Record Number (PRN) **13376** Town/District **INDIAN VALLEY**

Account Name **UNION PRIMITIVE BAPTIST CHURCH**

Account Name 2

Care Of **C/O SANDRA HOLLANDSWORTH**

Address1 **5156 BLUE SPRINGS RD**

Address2

City, State Zip **HIWASEE, VA 24347**

Business Name

Location Address(es) No data to display

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
036 110A	036				110	A

Total Acres **0.22**

Deed **UNK--**

Will **NONE**

Plat **NONE**

Route

Legal Desc 1 **INDIAN CREEK PC2-72A**

Legal Desc 2

Zoning

State Class **EXEMPT - RELIGIOUS**

Topology

Utilities **NONE**

Assessed Values

Type	Current Value (2026)	Previous Value (2025)
Land	\$500	\$500
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$500	\$500

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
	\$100	UNKNOWN--	1	12/03/1997

Land Segments

Seg	Description	Size	AdjRate	Value
1	EXEMPT	.22	\$0	\$500

Main Structures

No data to display

PROPERTY

Parcel Information

Parcel Record Number (PRN) **7432** Town/District **INDIAN VALLEY**

Account Name **UNION PRIMITIVE BAPTIST CHURCH**

Account Name 2

Care Of **C/O SANDRA HOLLANDSWORTH**

Address1 **5156 BLUE SPRINGS RD**

Address2

City, State Zip **HIWASEE, VA 24347**

Business Name

Location Address(es) **RT 754** VA

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
036 110	036				110	

Total Acres **0.78**

Deed **DC-26-0000656**

Will **NONE**

Plat **NONE**

Route **754**

Legal Desc 1 **GREASY CREEK PC1-178B**

Legal Desc 2

Zoning

State Class **EXEMPT - RELIGIOUS**

Topology

Utilities **NONE**

Assessed Values

Type	Current Value (2026)	Previous Value (2025)
Land	\$15,000	\$15,000
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$15,000	\$15,000

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
UNION PRIMITIVE BAPTIST CHURCH	\$0	DEED OF CONFIRMATION-26-0000656	2	04/29/2026
	\$0	UNKNOWN--	1	03/01/1993

Land Segments

Seg	Description	Size	AdjRate	Value
1	EXEMPT	.78	\$0	\$15,000

Main Structures

No data to display

PROPERTY

Parcel Information

Parcel Record Number (PRN) **13371** Town/District **INDIAN VALLEY**

Account Name **UNION PRIMITIVE BAPTIST CHURCH**

Account Name 2

Care Of **C/O SANDRA HOLLANDSWORTH**

Address1 **5156 BLUE SPRINGS RD**

Address2

City, State Zip **HIWASEE, VA 24347**

Business Name

Location Address(es) No data to display

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
036 119A	036				119	A

Total Acres **0.05**

Deed **UNK--**

Will **NONE**

Plat **NONE**

Route

Legal Desc 1 **INDIAN CREEK PC2-71A**

Legal Desc 2

Zoning

State Class **EXEMPT - RELIGIOUS**

Topology

Utilities **NONE**

Assessed Values

Type	Current Value (2026)	Previous Value (2025)
Land	\$200	\$200
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$200	\$200

Sales History

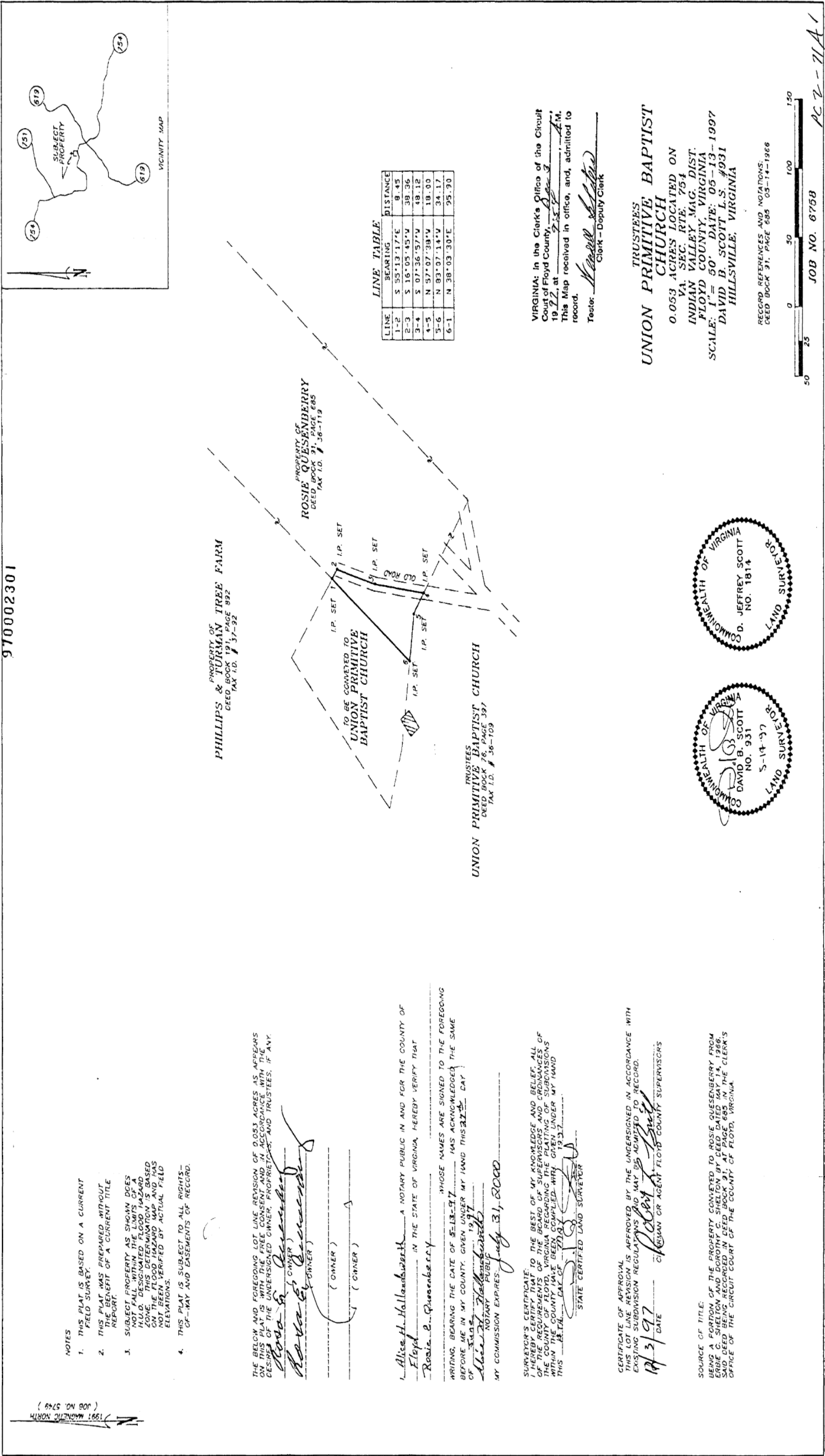
Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
	\$100	UNKNOWN--	1	12/06/1997

Land Segments

Seg	Description	Size	AdjRate	Value
1	EXEMPT	.05	\$0	\$200

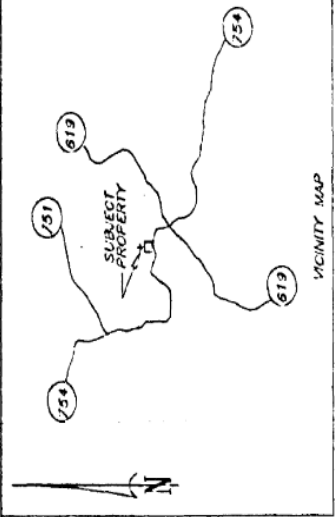
Main Structures

No data to display



1/2

970002302



- NOTES
1. THIS PLAT IS BASED ON A CURRENT FIELD SURVEY.
 2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
 3. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A H.U.D. DESIGNATED FLOOD HAZARD ZONE. IF THIS DETERMINATION IS BASED ON THE LATEST AVAILABLE DATA, IT HAS NOT BEEN VERIFIED BY ACTUAL FIELD ELEVATIONS.
 4. THIS PLAT IS SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

THE BELOW AND FOREGOING LOT LINE REVISION OF 0.222 ACRES AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE WISSES OF THE UNDERSIGNED OWNER, PROPRIETORS, AND TRUSTEES, IF ANY.

Douglas R. Phillips (OWNER)

(OWNER)

(OWNER)

(OWNER)

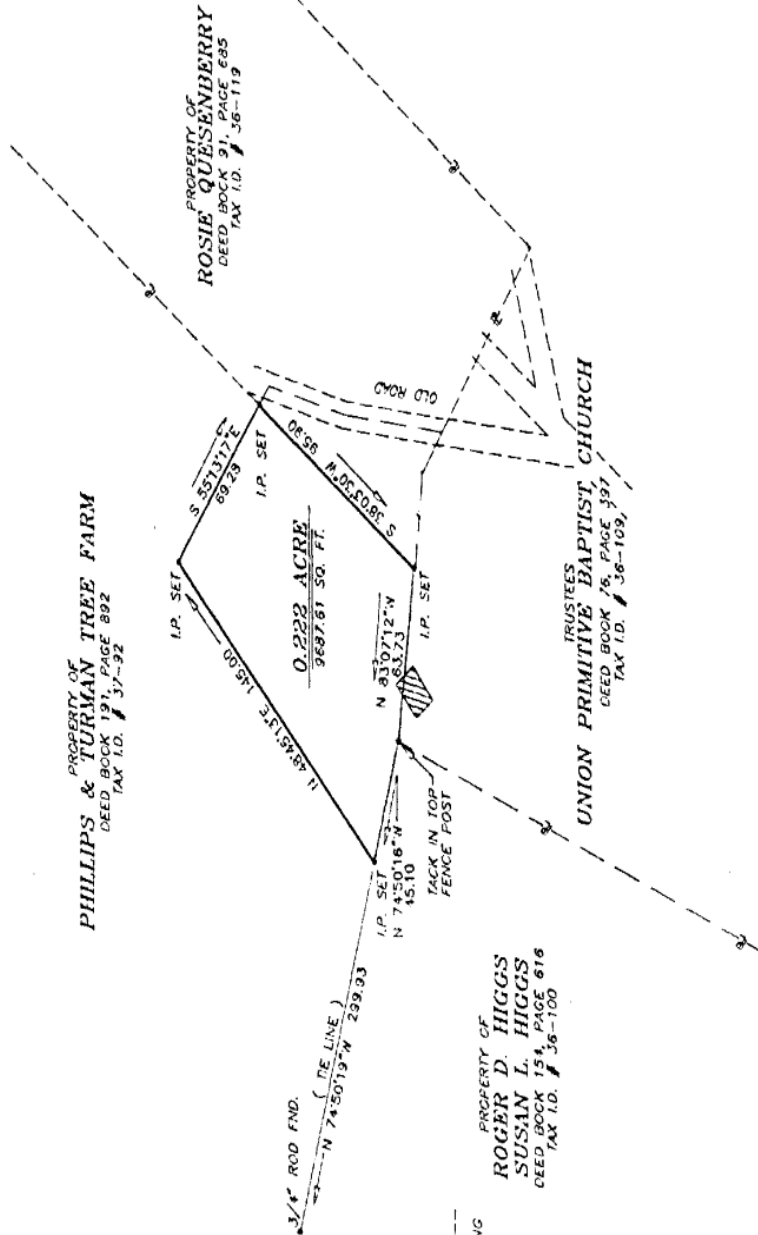
Alice H. Hollandsworth A NOTARY PUBLIC IN AND FOR THE COUNTY OF Floyd IN THE STATE OF VIRGINIA, HEREBY CERTIFY THAT Douglas R. Phillips, Trustee of Phillips & Turman Tree Farms

WRITING, BEARING THE DATE OF 02-11-1997 HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY COUNTY, GIVEN UNDER MY HAND THIS 02-11 DAY OF February, 1997
Alice H. Hollandsworth NOTARY PUBLIC
MY COMMISSION EXPIRES: July 31, 2000

SURVEYOR'S CERTIFICATE:
I, David B. Scott, BEING A PERSON OF SOUND MIND AND BELIEF, ALL THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF FLOYD, VIRGINIA, REGARDING THE PLATING OF SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLIED WITH, GIVEN UNDER MY HAND THIS 12-31 DAY OF December, 1997
David B. Scott STATE CERTIFIED LAND SURVEYOR

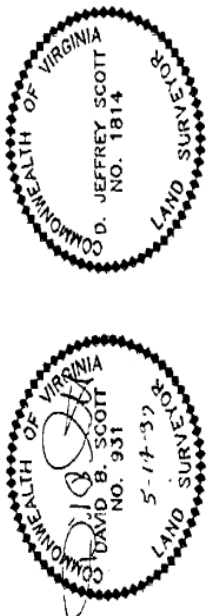
CERTIFICATE OF APPROVAL
THIS LOT LINE REVISION IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE RECORDED TO RECORD.
12/31/97 DATE
David B. Scott CHAIRMAN OR AGENT FLOYD COUNTY SUPERVISORS

SOURCE OF TITLE:
BEING A PORTION OF THE PROPERTY CONVEYED TO PHILLIPS & TURMAN TREE FARM BY DEED BOOK 154, PAGE 618, DATED 02-11-1997, AND DEED BOOK 154, PAGE 618, DATED 02-11-1997, IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF FLOYD, VIRGINIA.



VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County, Dec 3 1997 at 7:56 AM. This Map received in office, and, admitted to record.
Tester: David B. Scott Clerk-Deputy Clerk

TRUSTEES
UNION PRIMITIVE BAPTIST CHURCH
0.222 ACRES LOCATED ON
VA SEC. RTE 754
INDIAN VALLEY, MAG. DIST.
FLOYD COUNTY, VIRGINIA
SCALE: 1" = 50' DATE: 02-11-1997
DAVID B. SCOTT L.S. #931
HILLSVILLE, VIRGINIA
RECORD REFERENCES AND NOTATIONS:
DEED BOOK 151, PAGE 892 09-04-1993
REVISED 03-12-1997
50 25 0 50 100 150
JOB NO. 6722



DAVID B. SCOTT SURVEYING & MAPPING 1626 N. MAIN ST. HILLSVILLE, VA. (540) 728-3311

PC2-72A

0.5 ac Deed

930000336

310

Deed Book	189
Page	310

ROBERT RICHARDS, et als., Trustees of the Presbytery of the Peaks, Synod of the Mid-Atlantic Presbyterian Church (U.S.A.)

TO: DEED

336

BERNARD J. COX, et als., Trustees of the Union Primitive Baptist Church

THIS DEED made and entered into this 28th day of January, 1993, by and between ROBERT RICHARDS, SAMUEL TRAVIS, LOIS MENGEL, NORMA STEIN, BRUCE STOCKBURGER, and ONZALEE WARE, Trustees of the Presbytery of the Peaks, Synod of the Mid-Atlantic Presbyterian Church (U.S.A.), parties of the first part hereinafter styled Grantors and BERNARD J. COX, GROVER K. SEMONES, and C. M. HOLLANDSWORTH, Trustees of the Union Primitive Baptist Church, parties of the second part hereinafter styled Grantees;

WITNESSETH:

That for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, cash in hand paid by the said Grantees to the said Grantors, the receipt for all of which is hereby acknowledged, said Grantors do hereby bargain, sell, grant, and convey unto the said Grantees with SPECIAL WARRANTY of Title, all of the undivided one-fourth interest in and to that certain tract or parcel of real estate with all improvements thereon and appurtenances and rights of way thereunto belonging, situate and being on the waters of Little Indian Creek in the Indian Valley Magisterial District of Floyd County, Virginia, containing 1/2 acre and 4-3/16 square poles, including a right of way to the public road, being the same interest in property which was conveyed to the predecessor Trustees of the Presbytery of the Peaks, Synod of the Mid-

DALE PROFITT

ATTORNEY, P.C.

P. O. BOX 436

FLOYD, VA 24091

(703) 745-3935

Exempt from Recording Taxes pursuant to § 58.1-811A(2)

Delivered 3-22-93 Dale Profit

Atlantic Presbyterian Church (U.S.A.), by Deed dated December 26, 1910, from G. W. Shelton, et ux., et als., said Deed being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Deed Book 37 at page 289.

The Circuit Court of Floyd County, Virginia, by Order entered on December 22, 1992, and of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Chancery Order Book 24 at page _____, did authorize the hereinabove named Trustees to execute the conveyance of the hereinabove described property, and to deliver this Deed unto the Grantees herein.

WITNESS the following signatures and seals.

Robert D. Richards (SEAL)
Robert Richards, Trustee

Samuel Travis (SEAL)
Samuel Travis, Trustee

Lois Mengel (SEAL)
Lois Mengel, Trustee

Norma Stein (SEAL)
Norma Stein, Trustee

Bruce Stockburger (SEAL)
Bruce Stockburger, Trustee

Resigned (SEAL)
Onzalee Ware, Trustee

STATE OF VIRGINIA,

CITY/COUNTY OF LYNCHBURG, to-wit:

The foregoing instrument was acknowledged before me this 28th day of January, 1993, by Robert Richards, Trustee of the Presbytery of the Peaks, Synod of the Mid-Atlantic Presbyterian Church (U.S.A.).

My Commission Expires: MAY 10, 1993

(SEAL)

Louise C. Robertson
Notary Public

STATE OF Virginia.

CITY/COUNTY OF Martinsville to-wit:

The foregoing instrument was acknowledged before me this 17th day of ~~January~~ ^{February}, 1993, by Samuel Travis, Trustee of the Presbytery of the Peaks, Synod of the Mid-Atlantic Presbyterian Church (U.S.A.).

My Commission Expires: MAY 24, 1993

(SEAL)

Ann H. Byrd commissioned.
Notary Public As: Ann H. Chittum

STATE OF Virginia,

CITY/COUNTY OF Danville to-wit:

The foregoing instrument was acknowledged before me this 28th day of January, 1993, by Lois Mengel, Trustee of the Presbytery of the

DALE PROFFIT

ATTORNEY, P.C.
P. O. Box 436
FLOYD, VA 24091
(703) 745-3935

DALE PROFFIT

ATTORNEY, P.C.
P. O. Box 436
FLOYD, VA 24091
(703) 745-3935

0.09 ac Deed

Place of Sale: At the front door of Floyd County Court House, or on the premises, at the option of said Trustees.

Terms of Sale: Cash.

WITNESS the following signatures and seals:

Carson L. Compton (SEAL)
Ilene C. Compton (SEAL)

STATE OF VIRGINIA
COUNTY OF FLOYD to-wit:
I, Evelyn B. Yeatts, a Notary Public in and for said County and State, do certify that Carson L. Compton and Ilene C. Compton, whose names are signed to the foregoing deed, bearing date on the 16th day of May, 1955, have acknowledged the same before me in my said County and State.
My commission will expire on the 15th day of July, 1958.
Given under my hand this, the 23rd day of May, 1955.

Evelyn B. Yeatts, Notary Public.

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County, May 23, 1955 at 1:35 O'clock P.M.
This deed received in said office, and, with certificate thereto attached, admitted to record.

Teste: Margie E. De Hart, Deputy Clerk.

ROLLIE Z. HUFF, et ux
TO: DEED ✓
UNION CHURCH OF INDIAN VALLEY.

this DEED made this day May 14, 1955 by and between Rollie Z Huff and wife Velma Huff Parties of the first part and the Primitive Baptist Church of Christ known as the UNION CHURCH at Indian Valley, and Trustees Guy Phillips and Burman Hollandsworth and title and their successors as Trustees as the Party of the Second Part.

Witnesseth that for and in consideration of the Sum of eleven dollars (\$11.00) Paid cash in Hand by C. M. Hollandsworth and wife Josie Hollandsworth as a gift to the Said church the Party of the firstpart doth hereby grant, sell, release and Convey with Covenants of General Warranty of title to all that certain parcell or tract of land lying in Indian Valley District on the dividing waters of Little Indian Creek to the party of the second part and bounded as follows:

Beginning at the Original Church lot as mentioned above and thence in a westerly direction to state road no. 754, thence in a Southerly direction along said road, thence to the old Church lands, thence with old line to the point of beginning, containing approx. 11/100 of an acre and being part of the lands of Kirby Huff and wife and deeded to Rollie Z Huff by deeds on the 10th day of July 1952 and recorded in the clerks office of Floyd County on deed book 73 page 260 for which references is hereby made.

WITNESS the following signatures and seals:

Rollie Z. Huff seal
Velma Huff seal
C. M. Hollandworth seal
Josie Hollandsworth seal

State of Virginia
County of Floyd
TO Wit

I, Cecil E. Quesenberry a Notary Public in and for the county and state aforesaid do hereby certify that Rollie Z. Huff, Velma Huff, C. M. Hollandsworth and Josie Hollandsworth have personally appeared before me this the 14th day of May 1955, and signed the foregoing deed and acknowledged same in said county and state.

My comm expires July 12, 1958.

Cecil E. Quesenberry, Notary Public.

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County, May 23, 1955, at 2:35 O'clock P.M.

This deed received in said office, and, with certificate thereto attached, admitted to record.

Teste: [Signature], Clerk.

JACKSON LANE, et ux

TO: DEED /

S. E. HARRIS

THIS DEED, made this 24th day of May, 1955, by and between JACKSON LANE and LILLIE B. LANE, husband and wife, parties of the first part, and S. E. HARRIS, party of the second part;

WITNESSETH: That for and in consideration of the sum of TWELVE HUNDRED (\$1200.00) DOLLARS, cash in hand paid to the parties of the first part by the party of the secondpart at and before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby bargain, sell, grant and convey, with Covenants of GENERAL WARRANTY of Title, unto the said party of the second part, the following described real estate to-wit:

All that certain tract or parcel of real estate situate and being on the south side of State Road No. 750, in Alum Ridge Magisterial District of Floyd County, Virginia, containing an area of 24 acres, be the same more or less; and

Being that much of the same real estate which was conveyed to Jackson Lane from O. C. Pugh et ux, by deed dated Dec. 24, 1923, and recorded in the Clerk's Office of said County in Deed Book 47 at page 90; a conveyance of 7 1/3 acres having been made therefrom to T. J. Duncan by deed dated May 5, 1930, and of record in said Clerk's Office in Deed Book 49 at page 209; and the said grantors herein are reserving and retaining the balance of said Pugh tract of 45 1/2 acres as said balance lies on the west side of a straight line running from a steel stake on the south side of said Road No. 750 in a southerly direction to a steel stake on top of the hill in O. C. Pugh's line, to all of which deeds reference is here made for a more particularly description of said real estate.

It is mutually understood and agreed by the parties hereto that the taxes on said real estate for the year 1955 shall be prorated as of the date of this deed.

WITNESS the following signatures and seals:

his Jackson x Lane (SEAL)
Mark
Lillie B. Lane (SEAL)

Verified

Mabel Leganster S. H. S.
1220 - 1st St.
Floyd Co. Va.

0.89 ac Deed

970002304

100.00

PHILLIPS & TURMAN TREE FARMS,
a Virginia partnership

TO: DEED**TRUSTEES OF UNION PRIMITIVE BAPTIST CHURCH**

THIS DEED made and entered into this 31st day of July, 1997, by and between **PHILLIPS & TURMAN TREE FARMS**, a Virginia partnership, party of the first part hereinafter styled Grantor and the **TRUSTEES OF UNION PRIMITIVE BAPTIST CHURCH**, party of the second part hereinafter styled Grantee;

WITNESSETH:

That for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, cash in hand paid by the said Grantee to the said Grantor, the receipt for all of which is hereby acknowledged, said Grantor does hereby bargain, sell, grant, and convey unto the said Grantee with GENERAL WARRANTY and with ENGLISH Covenants of Title, that certain tract or parcel of real estate with all improvements thereon and appurtenances and rights of way thereunto belonging, situate and being on the waters of Little Indian Creek in the Indian Valley Magisterial District of Floyd County, Virginia, and further described as follows, to-wit:

BEGINNING at a point, common corner the subject property, the property of the Grantee, and the Rosie Quesenberry property; thence with the property of the Grantee, N. 83° 07' 12" W. 63.73 ft. to a tack in top of a fence post, common corner the subject property, the property of the Grantee, and the Roger D. Higgs, et ux., property; thence with the Higgs property line, N. 74° 50' 16" W. 45.10 ft. to an iron pin set, common corner

DALE PROFITT

ATTORNEY, P.C.

P.O. Box 436

Floyd, Virginia 24091

(540) 745-3935

Mailed 12-4-97 Union Primitive Baptist Church, 6063 Perry Way, Reed, Red Bank, VA 21141

PG0011 DEC-36

DALE PROFITT
 ATTORNEY, P.C.
 P.O. Box 436
 Floyd, Virginia 24001
 (540) 745-3935

the subject property, the Higgs property, and the remaining property of the Grantor; thence with the remaining property of the Grantor, N. 48° 45' 13" E. 145.00 ft. to an iron pin set, S. 55° 13' 17" E. 69.28 ft. to an iron pin set, common corner the subject property, the remaining property of the Grantor, and the Rosie Quesenberry property; thence with the Quesenberry property, S. 38° 03' 30" W. 95.90 ft. to the BEGINNING, containing 0.222 of an acre as surveyed by David B. Scott, L.S., dated February 11, 1997, revised May 12, 1997, signed May, 14, 1997, as Job No. 6722, said survey being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in PC2- ~~728~~ and the description contained therein being incorporated by reference herein, and

being a part of that property which was conveyed to the Grantor herein by Deed dated August 4, 1993, from Paul E. Field, et ux., said Deed being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Deed Book 191 at page 892.

The Grantor herein **RESERVES** unto itself, its heirs, successors and assigns, a right of way across the east-northeast corner of the hereinabove described property, said right of way to be following the boundary line of N. 38° 03' 30" W. 20 ft. to the common corner of the subject property, the Rosie Quesenberry property, and the remaining property of the Grantor; thence with the remaining property of the Grantor, N. 55° 13' 17" W. 20 ft.; thence a line almost dew south to the BEGINNING.

WITNESS the following signature and seal.

PHILLIPS & TURMAN TREE FARMS,
a Virginia partnership

By: *Douglas R. Phillips* (SEAL)
Douglas R. Phillips, Partner

STATE OF VIRGINIA,

COUNTY OF FLOYD, to-wit:

The foregoing instrument was acknowledged before me this 25th day
September
of July, 1997, by Douglas R. Phillips, Partner of Phillips & Turman Tree Farms, a
Virginia partnership.

My Commission Expires:

July 31, 2000
Alice M. Hollander
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County
Dec 3, 19*97*, at *10:06*, *A* M
This instrument received in office, and, with certificate thereto attached,
admitted to record. The tax imposed by Section 58.1-802 of the code in
the amount of \$_____ has been paid.

Teste: WENDELL G. PETERS, Clerk

Wendell G. Peters D.C.

DALE PROFITT
ATTORNEY, P.C.
P.O. Box 436
Floyd, Virginia 24091
(540) 745-3935

PG0012 DEC-36

Deed Appointing Dale Profitt as Special Commissioner

260000656

**THIS DEED IS EXEMPT FROM RECORDATION TAXES
PURSUANT TO § 58.1-810(1) OF THE CODE OF VIRGINIA, 1950, AS AMENDED**

TAX MAP REFERENCE NUMBER: 38-109 and 110

**Prepared by Dale Profitt (VSB#16254), attorney licensed to practice in VA
Return this recorded copy to the attorney at P. O. Box 436, Floyd, VA 24091**

DALE PROFITT, Special Commissioner

TO: DEED OF CONFIRMATION

**ANDREW HOLLANDSWORTH and
SONNY GUNTER, Trustees
of the UNION PRIMITIVE
BAPTIST CHURCH**

THIS DEED OF CONFIRMATION made and entered into this 29th day of April, 2026, by and between **DALE PROFITT, Special Commissioner, in the Chancery Cause of Andrew Hollandsworth and Sonny Gunter, Trustees of the Union Primitive Baptist Church, Complainants VS. New Brethren, et als., Respondents**, parties of the first part hereinafter styled Grantor, and **ANDREW HOLLANDSWORTH and SONNY GUNTER, Trustees for UNION PRIMITIVE BAPTIST CHURCH** party of the second part hereinafter styled Grantee;

WITNESSETH:

WHEREAS, it was Decreed and Ordered by the Circuit Court of Floyd County, Virginia, in a certain Cause then pending in the said Court under the style of Trustees of the Union Primitive Baptist Church, Complainants VS. New Brethren, et als Respondents, that the title to the hereinafter described Real Estate be confirmed in the said Trustees of the Union Primitive Baptist Church and

DALE PROFITT, ATTORNEY, P.C.
815 E. MAIN STREET, P.O. BOX 436
FLOYD, VIRGINIA 24091
(540) 250-2494

4/30/26
Del to:

WHEREAS, it was decreed that the said Dale Profitt, who was thereby appointed Special Commissioner for this purpose, should execute a deed in favor of the said Trustees of the Union Primitive Baptist Church to the Real Estate which is the subject of this cause pursuant to the Decree entered on April 28, 2026, in said cause; and

WHEREAS, the said Dale Profitt, Special Commissioner as aforesaid, has executed a bond in the penalty affixed by the court, and

WHEREAS, pursuant to the statutes made and provided, the parties on whose behalf this conveyance is made are those persons and entities named as the Parties Respondent in the hereinafter stated habendum clause as contained in this Deed.

NOW THEREFORE for and in consideration of the premises and in accordance with the said Decree, at and before the sealing the notary of this Deed, the said Dale Profitt, Special Commissioner, in order to carry into effect the confirmation of the title to the said Trustees of the Union Primitive Baptist Church, their successors and assigns, as aforesaid, pursuant to said Decree, does hereby, grant, and convey unto the said Grantees and their successors and assigns, with SPECIAL WARRANTY of Title, all that certain tract or parcel of real estate with all improvements thereon and appurtenances and rights of way thereunto belonging and further described as follows:

ALL that certain tract or parcel of real estate with all improvements thereon and appurtenances and rights of way thereunto belonging, situate and being, on the North side of State Secondary Route Number 754, otherwise known as 1227 Macks Mountain Road NW, in the Indian Valley Magisterial District of Floyd County Virginia, containing 0.8925 of an acre as surveyed by L. J. Quesenberry, a Virginia licensed surveyor, a copy thereof being of record in the said Clerk's Office in PC1-178B, being the same property that was deeded to the predecessor church trustees by deed

from G. W. Shelton, et ux dated December 26, 1910, being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia in Deed Book 37 at Page 289,

This conveyance is made on behalf of the New Brethren, et als and such other parties if any, whom may be heirs at law, devisees or successors in title to any of the named denominations or any variant or derivative thereof, as well as of the "Other Christians" who may be living or deceased whether they are persons, competent or incompetent or defunct entities with Trustees surviving or not, or any other persons who may have an interest in the subject property who are made parties defendant by the other persons who may have an interest in the subject property who are made parties defendant by the General description of PARTIES OR ENTITIES OR PERSONS UNKNOWN, YET TO BE BORN OR CREATED.

The Trustees and their duly appointed successors and assigns, shall have and to hold the herein described property in fee simple and with full power and authority in the said Trustees and any successor or successors to sell or otherwise to convey the said property to any grantee, with or without consideration; to mortgage, subdivide, pledge, or otherwise dispose of or encumber the property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend, and otherwise modify leases on the property or any part thereof from time to time, for any period of time, for any rental and upon any other terms and conditions; and to release, convey, or assign any other right, title, or interest whatsoever in the property or any part thereof.

No party dealing with the Trustees, or their successor or successors, in relation to the property in any manner whatsoever, and (without limiting the foregoing) no party to whom the property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased, or mortgaged by the Trustees, or their successor or successors, shall be: (a) obliged to see to the application of any

purchase money, rent, or money borrowed or otherwise advanced on the property; (b) obliged to see that the terms of the trust have been complied with; (c) obliged to inquire into the authority, necessity, or expediency of any act of the Trustees, or their successor or successors; or (d) privileged to inquire into any of the terms of the trust agreement creating said trust.

Every deed, mortgage, lease, or other instrument executed by the Trustees, or their successor or successors, in relation to the property shall be conclusive evidence in favor of every person claiming any right, title, or interest thereunder: (a) that at the time of the delivery thereof, the trust was in full force and effect; (b) that such instrument was executed in accordance with the trust agreement, the terms and conditions thereof as it may have been amended from time to time, and is binding upon all beneficiaries thereunder; (c) that the Trustees or their successor or successors, were duly authorized and empowered to execute and deliver every such instrument; and (d) if a conveyance has been made to a successor or successors in trust, or an appointment of a successor or successors has been made, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties, and obligations of its, her, his, or their predecessors in trust, provided such successor or successors in trust certify in said instrument that such successor or successors in trust have been properly appointed.

This conveyance is made subject to all encumbrances, easements, conditions, covenants, and restrictions of record affecting the said subject real estate.

DALE PROFITT, ATTORNEY, P.C.
815 E. MAIN STREET, P.O. BOX 436
FLOYD, VIRGINIA 24091
(540) 250-2494

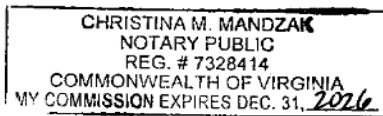
WITNESS the following signature and seal.

Dale Profitt (SEAL)
Dale Profitt, Special Commissioner

STATE OF VIRGINIA,

COUNTY OF FLOYD, to-wit:

The foregoing instrument was acknowledged before me this 29th day of April,
2026, by Dale Profitt, Special Commissioner.



Christina M Mandzak
Notary Public

My Commission Expires: 12/31/2026

My Registration Number: 7328414

DALE PROFITT, ATTORNEY, P.C.
815 E. MAIN STREET, P.O. BOX 436
FLOYD, VIRGINIA 24091
(540) 250-2494

INSTRUMENT 260000656
RECORDED IN THE CLERK'S OFFICE OF
FLOYD CIRCUIT COURT ON
APRIL 29, 2026 AT 11:14 AM
RHONDA T. VAUGHN, CLERK
RECORDED BY: LRW

Right of Way

980002054

THIS DEED OF EASEMENT made and entered on this the 27th day of July 1998 by and between **THE UNION PRIMITIVE BAPTIST CHURCH** by **BERNARD J. COX, GROVER K. SEMONES** and **C. M. HOLLANDSWORTH, TRUSTEES, GRANTOR**; and, **JOHNNY R. EARLES** and **REBECCA A. EARLES**, Husband and Wife, as Tenants by the Entirety with the Right of Survivorship as at Common Law, **GRANTEES**;

WITNESSETH:

THAT for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the GRANTEES to the GRANTOR, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the GRANTOR hereby BARGAINS, SELLS, GRANTS and CONVEYS unto the GRANTEES as Tenants by the Entirety with the Right of Survivorship as at Common Law, with General Warranty and Modern English Covenants of Title, lying and being in the Indian Valley Magisterial District of Floyd County, Virginia, to wit:

A perpetual, non-exclusive right of way and easement for ingress and egress over and across the existing gravel drive and the easterly entrance drive way extending from the property formerly adjoining the church property on the north and owned by Rosie Quesenberry (being acquired by the GRANTEES herein) to and from Virginia Route 754. The GRANTEES and the GRANTORS agree to share in the cost of maintenance of the drive.

BEING an easement over a portion of the property acquired by the Primitive Baptist Church by deed dated 26 December 1910 from G. W. Shelton and Juliana M. Shelton of record in the Office of the Clerk of the Circuit Court of Floyd County, Virginia, in Deed Book 37, Page 289.

RODNEY G. CROWLEY
A PROFESSIONAL CORPORATION
ATTORNEY AND COUNSELOR
AT LAW
CHRISTIANSBURG, VIRGINIA 24073

WITNESS the following signatures and seals.

Union Primitive Baptist Church

By: Bernard J. Cox (SEAL)
Bernard J. Cox, Trustee

Grover K. Semones (SEAL)
Grover K. Semones, Trustee

C. M. Hollandsworth (SEAL)
C. M. Hollandsworth, Trustee

Commonwealth of Virginia

City/County of Montgomery to-wit:

The foregoing Deed was acknowledged before me this 27th day of July 1998 by Bernard J. Cox, Trustee for Union Primitive Baptist Church.

My Commission Expires: 30 April 1999
Patricia H. Auer
Notary Public

Commonwealth of Virginia

City/County of Montgomery to-wit:

The foregoing Deed was acknowledged before me this 27th day of July 1998 by Grover K. Semones, Trustee for Union Primitive Baptist Church.

My Commission Expires: 30 April 1999
Patricia H. Auer
Notary Public

PG0005 AUG-88

Commonwealth of Virginia

City/County of Floyd, to-wit:

The foregoing Deed was acknowledged before me this 2 day of August 1998 by C. M. Hollandsworth, Trustee for Union Primitive Baptist Church.

My Commission Expires: May 31, 2000

Blanche L. Inosenberry
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County
Aug 8, 1998, at 8:40, A M
This Instrument received in office, and, with certificate thereto attached
admitted to record. The tax imposed by Section 58.1-802 of the code in
the amount of \$ has been paid.

Teste: WENDELL G. PETERS, Clerk

Wendell Peters -D.G.

PG0006 AUG-88

RODNEY G. CROWGEY
A PROFESSIONAL CORPORATION
ATTORNEY AND COUNSELOR
AT LAW
CHRISTIANSBURG VIRGINIA 24073

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE ("Contract") is made as of November 6th, 2026, between Union Primitive Baptist Church by and through Sonny Gunter and Andrew Hollandsworth as Trustee's, owner of record of the Property sold herein ("Seller," whether one or more), and _____ ("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. This Property [x] is or [] is not unimproved land. Purchaser agrees to buy, and Seller agrees to sell, the land and all improvements thereon (if any) and appurtenances thereto (if any) that front upon a public street or have a recorded access easement to a public street ("Property"), located in the County of Floyd, and described as follows:

Parcel ID 36-110; +/- 0.8925 acres and improvements; PC1-178B
Parcel ID 36-109; +/- 0.0930 acres and improvements; PC1-178B
Parcel ID 36-110A; +/- 0.222 acres and improvements; PC2-72A
Parcel ID 36-119A; +/- 0.053 acres and improvements; PC2-71A

1227 Macks Mtn Rd NW, Indian Valley, VA 24105

2. Purchase Price. The purchase price of the Property is equal to the auction bid price plus a 10% Buyer's Premium, as follows: _____ ("Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified check, cashier's check, or wired funds, subject to the prorations described herein.

3. Deposit. Purchaser shall make a deposit with the attorney or title company selected by Purchaser ("Settlement Agent"), in the amount of **\$5,000** ("Deposit"). The Deposit shall be held by the Settlement Agent pursuant to the terms of this Contract until Settlement and then applied to the Purchase Price.

4. Settlement Agent and Possession. Settlement shall be made at the Settlement Agent on or before **December 21st, 2026** ("Settlement Date"). Possession shall be given at Settlement.

5. Required Disclosures.

(a) Residential Property Disclosure. Seller represents that the Property [] is OR [x] is not subject to the Virginia Residential Property Disclosure Act, Section 55.1-700 et seq. of the Code of Virginia (the "Disclosure Act"), which requires the Seller of certain residential property to furnish the Purchaser a residential property disclosure statement in a form provided by the Real Estate Board (the "Disclosure Statement"). The Disclosure Act requires the Seller to deliver the Disclosure Statement to the Purchaser prior to acceptance of this Contract. If the Disclosure Statement is not furnished prior to acceptance of this Contract, Purchaser shall have the right to terminate this Contract at or prior to the earliest of: (a) three (3) days after delivery of the

Seller's Initials _____

Purchaser's Initials _____

Disclosure Statement in person or by electronic delivery; (b) five (5) days after the postmark if the Disclosure Statement is deposited in the United States mail, postage prepaid, and properly addressed to the Purchaser; (c) settlement upon purchase of the Property; (d) occupancy of the Property by the Purchaser; (e) execution by Purchaser of a waiver of Purchaser's right of termination contained in a written document separate from this Contract; or (f) 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. In order to terminate this Contract, Purchaser must give written notice to Seller by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing; (iii) electronic means, provided the sender retains sufficient proof of electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. Upon termination by Purchaser, the Deposit shall be refunded in full to the Purchaser in accordance with the procedures defined in the Deposit paragraph of this Contract.

(b) Common Interest Community Disclosure. Seller represents that the Property (select one): ☐ is OR ☒ is not located in a Common Interest Community ("CIC") pursuant to Section 55.1-2307 et seq. of the Code of Virginia. Seller further represents that ownership of the Property within the CIC is: ☐ Subject to the Property Owners' Association Act (Section 55.1-1800 et seq.) ☐ A condominium created pursuant to the Virginia Condominium Act (Section 55.1-1900 et seq.). If the Property is within a CIC, Seller or Seller's Agent will obtain from the association a resale certificate or notice that the resale certificate is unavailable and provide such certificate or notice to Purchaser or Purchaser's Agent, unless exempt pursuant to Section 55.1-2317. The association, the association's managing agent, or any third party preparing the resale certificate on behalf of the association shall deliver such resale certificate within fourteen (14) days after a written request by Seller or Seller's Agent. If no resale certificate is delivered within fourteen (14) days after such request, the resale certificate shall be deemed unavailable. Purchaser shall have the right to terminate this Contract by written notice to Purchaser: (a) within three (3) days before the ratification date of this Contract if Purchaser or Purchaser's Agent receives the resale certificate, whether or not complete pursuant to Section 55.1-2310 et seq., or a notice that the resale certificate is unavailable on or before the date that this Contract is ratified; (b) within three (3) days, or as extended herein, from the date Purchaser or Purchaser's Agent receives the resale certificate, whether or not complete pursuant to Section 55.1-2310 et seq., or a notice that the resale certificate is unavailable if delivery occurs after the date of this Contract; or (c) at any time prior to Settlement if the resale certificate is not delivered to Purchaser or Purchaser's Agent. If the unit is governed by more than one association, the timeframe for Purchaser's right of cancellation shall run from the date of delivery of the last resale certificate. Cancellation shall be without penalty, and Seller shall cause any deposit or escrowed funds to be returned promptly to Purchaser. Written notice of cancellation shall be provided to Seller in accordance with the terms of this Contract. Purchaser shall have the burden of demonstrating delivery of the notice of cancellation. If a resale certificate was issued more than thirty (30) days but less than twelve (12) months before settlement, Seller or Purchaser, upon proof of being the contract purchaser of the unit, may request an updated resale certificate. The updated resale certificate shall be paid for by and delivered to the person requesting it, or as such person may direct, in the format requested. The updated resale certificate shall be delivered within ten (10) days after the written request. A request for an updated resale certificate does not extend the cancellation periods set forth above. Purchaser's right to receive the resale certificate and right to cancel this Contract are waived conclusively if not exercised before Settlement.

Seller's Initials _____

Purchaser's Initials _____

(c) Mechanic's Lien Disclosure. Virginia law (§ 43-1 et seq.) permits persons performing labor or furnishing materials of the value of \$50 or more, including the reasonable rental or use value of equipment, for site development improvements and/or for the construction, removal, repair, or improvement of any building or structure permanently annexed to the Property, to have a lien, if perfected, against the Property. This lien may be filed at any time after the work is commenced or material is furnished, but not later than ninety (90) days from the last day of the month in which the lienor last performs labor or furnishes materials, and in no event later than ninety (90) days from the time such building or structure is completed or the work thereon is otherwise terminated. AN ENFORCEABLE LIEN FOR WORK PERFORMED OR MATERIALS PROVIDED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED. Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

(d) Fair Housing Disclosure. All offers will be presented and considered without regard to race, color, religion, sex, disability, familial status, elderliness, national origin, sexual orientation, gender identity, status as a veteran, or source of funds, as well as all classes protected by the laws of the United States, the Commonwealth of Virginia, any applicable local jurisdiction, and the REALTOR® Code of Ethics.

(e) Megan's Law Disclosure. Purchaser should exercise whatever due diligence Purchaser 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 the local police department or the Department of State Police, Central Criminal Records Exchange, at 804-674-2000 or <https://www.vspso.com>.

(f) Flood Risk. Purchaser acknowledges that the Flood Risk Information Form is provided for information purposes only and does not determine whether Purchaser will be required to purchase a flood insurance policy.

6. Standard Provisions.

(a) Purchaser Default/Breach. If Purchaser fails to complete Settlement on or before the Settlement Date, Purchaser shall be in default and the Deposit shall be forfeited to Seller as liquidated damages, without limiting Seller's other rights or remedies provided in this Contract or by law. Such forfeiture shall not limit the liability of the defaulting Purchaser or any rights or remedies of Seller with respect to such default. The defaulting Purchaser shall be liable for all costs of resale of the Property, including Seller's reasonable attorney's fees, plus any amount by which the ultimate resale price for the Property is less than the defaulting Purchaser's bid. Upon Purchaser's default, Blue Ridge Land & Auction Co., Inc. shall be entitled to its commission in accordance with the applicable listing, auction, or brokerage agreement, and the parties authorize the Settlement Agent or escrow holder to disburse funds in accordance with this Contract, any escrow agreement, and applicable law. After any such default and forfeiture, Seller may, in Seller's discretion, convey the Property to the next highest bidder whose bid was acceptable to Seller, accept another offer, or re-sell the Property. In the event Seller does not execute a deed of conveyance for any reason not caused by Seller's default, Purchaser's sole remedy shall be the

Seller's Initials _____

Purchaser's Initials _____

refund of the Deposit. Immediately upon delivery of the deed for the Property by Seller, all duties, liabilities, and obligations of Seller and Seller's Agent, if any, to Purchaser with respect to the Property shall be extinguished.

(b) Seller Default/Breach. If Seller fails or refuses to complete Settlement in accordance with this Contract, and such failure is not caused by Purchaser's default, Purchaser may provide written notice of default to Seller. If Seller does not cure such default within 60 days after delivery of written notice, Purchaser may elect to terminate this Contract and receive a refund of the Deposit, or pursue any other remedy available under this Contract or applicable law. Nothing herein shall limit the right of the parties to mutually agree in writing to extend the Settlement Date.

(c) Expenses and Prorations. Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency, the applicable IRS Form 1099, the recordation tax applicable to grantors, and Seller's attorney's fees. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this Contract and the transaction set forth herein, 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, rent, and homeowner's association fees, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane and/or heating oils remaining on the Property, if any, at the prevailing market price as of Settlement and (ii) any escrow deposits made by Seller that are credited to Purchaser by the holders thereof.

(d) Title. At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty, and/or Deed of Special Warranty**, free of all liens, tenancies, defects, and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record that do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found that 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 Settlement Date to the extent necessary for Seller to comply with this paragraph, but not longer than 60 days.

(e) 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.

(f) Risk of Loss. All risk of loss or damage to the Property by fire, windstorm, casualty, 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

Seller's Initials _____

Purchaser's Initials _____



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any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

(g) 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.

(h) Counterparts. This Contract may be executed in one or more counterparts, with each such counterpart deemed an original. All such counterparts shall constitute a single agreement binding on all 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.

(i) Assignability. This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(j) 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 and any provisions that expressly survive Settlement. 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 contained herein. This Contract shall be construed under the laws of the Commonwealth of Virginia.

(k) Other. All parties acknowledge that sale is subject to court approval.

Seller's Initials _____

Purchaser's Initials _____



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

Seller Signature

Date

Seller Signature

Date

Purchaser Name

Address

Phone #

Email

Purchaser signature

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Seller's Initials _____

Purchaser's Initials _____