



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 – Muriel G. Alderman Trust C/O Muriel G. Alderman Trustee

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

AUCTION DATE – Thursday August 13th, 2026 at 3 PM

*** Bids at 3 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) & Darin Greear (Realtor) of Long & Foster Real Estate, Blacksburg located at 3601 Holiday Ln., Blacksburg, VA 24060, has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

Offering #1: +/- 5.081 ac; Portion of Parcel ID #000448; Tax Map #140-A 15,14,(3)*; DB 2017 PG 2767; New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Sale is subject to written approval by Montgomery County. Job # 5433-WEST.

Offering #2: +/- 6.461 ac; Portion of Parcel ID #000448; Tax Map #140-A 15,14,(3)*; DB 2017 PG 2767; New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Sale is subject to written approval by Montgomery County. Job # 5433-WEST.

Offering #3: +/- 10.48 ac; Portion of Parcel ID #000448; Tax Map #140-A 15,14,(3)*; DB 2017 PG 2767; New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Sale is subject to written approval by Montgomery County. Job # 5433-EAST.

Offering #4: +/- 13.897 ac; Portion of Parcel ID #000448; Tax Map #140-A 15,14,(3)*; DB 2017 PG 2767; New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Sale is subject to written approval by Montgomery County. Job # 5433-EAST.

Offering #5: +/- 14.753 ac; Portion of Parcel ID #000448; Tax Map #140-A 15,14,(3)*; DB 2017 PG 2767; New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Sale is subject to written approval by Montgomery County. Job # 5433-EAST.

Address: *Brush Creek Rd., Riner, VA 24149*

**** Sale is subject to written approval of new survey by Montgomery County. ****

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, August 13th, 2026 at 3 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 Darin Greear (Agent) of Long and Foster Real Estate (540) 320-5859
- 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 PER OFFERING**, 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, September 28th 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 special 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be the high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 19) **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 seller's behalf, may bid up to but not beyond seller's 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).
- 20) **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.
- 21) **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 of 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.

- 22) **Other:** New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Sale is subject to written approval by Montgomery County. Job #'s 5433-WEST and 5433-EAST. Offerings #3,#4, and #5 tract #'s from survey do not match offering #'s. Offering #'s used for auction purposes only.
- 23) **Deed Restrictions & Road Maintenance Agreement:** All offerings / tracts are subject to Deed Restrictions and Road Maintenance Agreement. Bidders are expected to review prior to bidding.

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

Darin Greear, Realtor – Long & Foster Real Estate

3601 Holiday Lane

Blacksburg, VA 24060

540-320-5859

Darin@RinerVA.com

Individual State License #'s

Virginia Real Estate Broker License #	0225086131
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Aerial Overall Map



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



Aerial Offering #1



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



Aerial Offering #2



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

Aerial Offering #3



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

Aerial Offering #4



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



Aerial Offering #5



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

Contour



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

Neighborhood

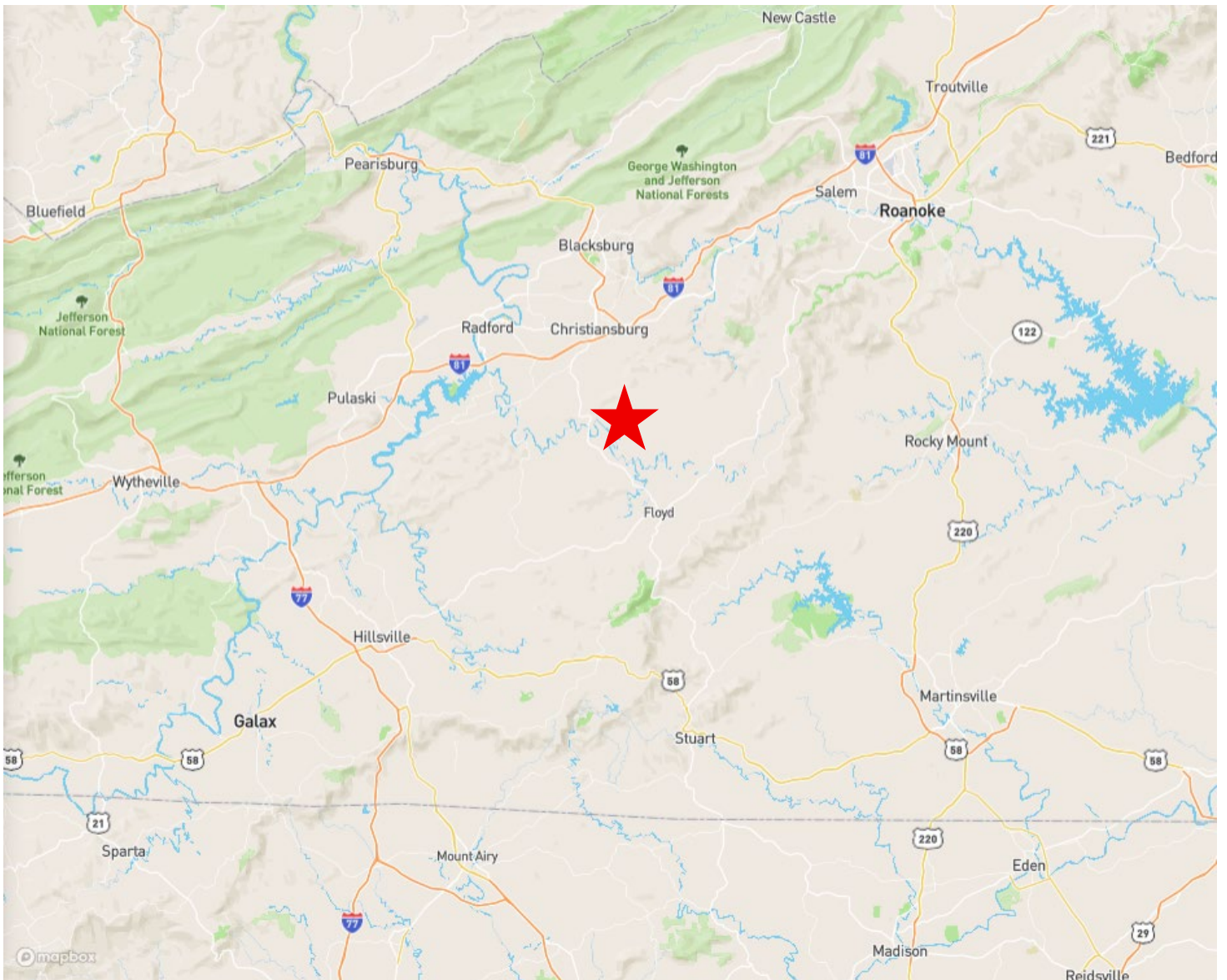
TBD Brush Creek Rd.
Riner, VA 24149





Location

TBD Brush Creek Rd.
Riner, VA 24149

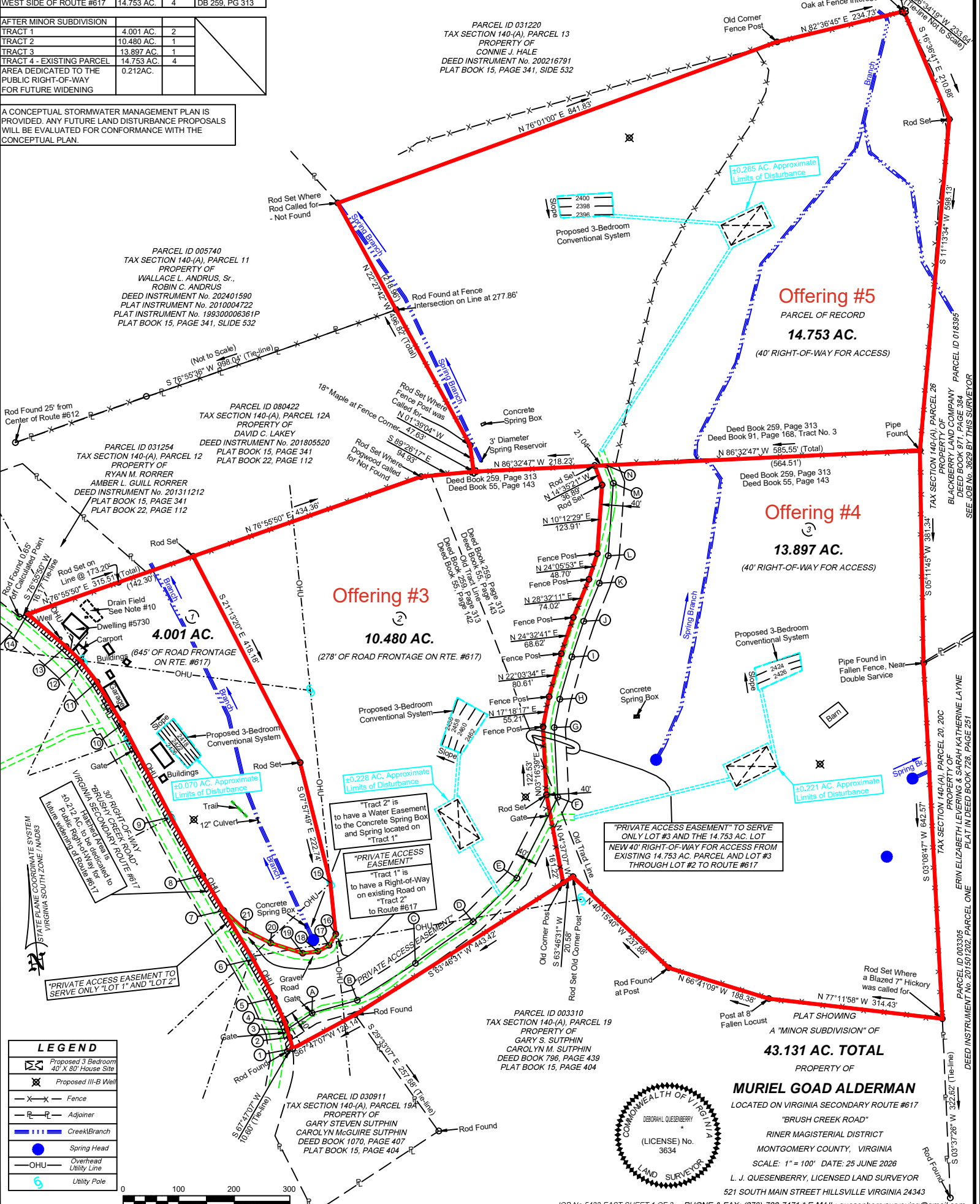


LOT ASSIGNMENT TABLE			
BEFORE MINOR SUBDIVISION			
TAX PARCELS	ACREAGE	LOTS	SOURCE
TAX SEC. 140-(A), PAR. 14 & 15 WEST SIDE OF ROUTE #617	28.3775 AC.	UP TO 4	DB 259, PG 313
TAX SEC. 140-(A), PAR. 14 & 15 WEST SIDE OF ROUTE #617	14.753 AC.	4	DB 259, PG 313

AFTER MINOR SUBDIVISION			
TRACT	ACREAGE	LOTS	
TRACT 1	4.001 AC.	2	
TRACT 2	10.480 AC.	1	
TRACT 3	13.897 AC.	1	
TRACT 4 - EXISTING PARCEL	14.753 AC.	4	
AREA DEDICATED TO THE PUBLIC RIGHT-OF-WAY FOR FUTURE WIDENING	0.212 AC.		

A CONCEPTUAL STORMWATER MANAGEMENT PLAN IS PROVIDED. ANY FUTURE LAND DISTURBANCE PROPOSALS WILL BE EVALUATED FOR CONFORMANCE WITH THE CONCEPTUAL PLAN.

****Offering #'s do not match tract #'s on survey. Offering #'s are for auction purposes only.****



LEGEND	
	Proposed 3 Bedroom 40' X 80' House Site
	Proposed III-B Well
	Fence
	Adjoinder
	Creek/Branch
	Spring Head
	Overhead Utility Line
	Utility Pole



43.131 AC. TOTAL
 PROPERTY OF
MURIEL GOAD ALDERMAN
 LOCATED ON VIRGINIA SECONDARY ROUTE #617
 "BRUSH CREEK ROAD"
 RINER MAGISTERIAL DISTRICT
 MONTGOMERY COUNTY, VIRGINIA
 SCALE: 1" = 100' DATE: 25 JUNE 2026
 L. J. QUESENBERY, LICENSED LAND SURVEYOR
 521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343

Owners

Owner1	MURIEL G ALDERMAN TRUST
Owner2	C/O MURIEL G ALDERMAN TRUSTEE
Mailing Address	5730 BRUSH CREEK RD
Mailing Address2	
City, State, Zip	RINER VA 24149

Parcel

Tax Map Number	140- A 15,14,(3)*
Property Address	5730 BRUSH CREEK RD
City, State, Zip	RINER VA 24149
Neighborhood Code	MR335000
Class Code/Description	5000/Ag/Undeveloped 20-99 Acres
Use Code/Description	100/AGRICULTURAL LAND 20-99 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	L/LAND USE
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	
Notes:	FV5 CMT, FV5 SFR
Notes:	2014- PICKED UP A/C / FV1 OLD SHED 10X10
Notes:	FV1-MISC SHEDS / ACCESS -5%
Notes:	

Legal Description

Legal Description 1	LAUREL RIDGE
Legal Description 2	
Tax District Code/Description	MR/RINER
Deeded Acres	56.99
Deed Book	2017
Page	002767

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
23-MAR-2017		MURIEL G ALDERMAN TRUST	ALDERMAN MURIEL GOAD	2017	002767
14-NOV-2006	\$0	ALDERMAN MURIEL GOAD	ALDERMAN ARNOLD L	2007	000162

Sale Details

1 of 2

Sale Date	23-MAR-2017
Sale Key	113722
Sale Price	
Grantee	MURIEL G ALDERMAN TRUST
Grantor	ALDERMAN MURIEL GOAD
Book	2017
Page	002767
Sale Type	IMPROVED
Sale Source	D-DEED BARGIN SALE
Sale Validity	17-DEED OF GIFT

Dwelling Description

Card	1
Story Height	1
Construction Code/Desc	6 / ALUMINUM/VINYL
Style Code/Desc	01 / RANCH
Year Built	1967
Effective Year Built	1974
Remodeled Year	
Total Rooms	5
Bedrooms	3
Full Baths	1
Half Baths	
Additional Fixtures	
Total Fixtures	3
Kitchen Remodeled	
Bathroom Remodeled	
Basement Code/Desc	6 / FULL
Heating Code/Desc	4 / CENTRAL WITH AIR

Heating Fuel Type Code/Desc	5 / ELECTRIC
Heating System Code/Desc	5 / HEAT PUMP
Attic Code/Desc	1 / NONE
Physical Condition Code/Desc	A / AVERAGE CONDITION
Square Footage of Living Areas	1,000
Unfinished Area SF/Value	/ \$0
Finished Basement - poor SF/Value	/ \$0
Finished Basement - avg SF/Value	/ \$0
Finished Basement - good SF/Value	/ \$0
Fireplace stacks/openings	/
Pre Fab Fireplace	
Bsmt Garage #Cars	
Misc Code/Desc/Value	// \$0
Misc Code/Desc/Value	// \$0
Notes1	FV1 OLD SFR 8X8
Notes2	
Grade Factor/Desc	26 / C-5
Additional Exterior Wall	
Roof Structure	GABLE
Roof Cover	COMPOSIT SHINGLE
Interior Wall 1	DRYWALL
Interior Wall 2	PANELING
Floor Code 1	CERAMIC TILE
Floor Code 1	VINYL
Structural Frame	WOOD

Condominium Data

Complex No.
Unit No.
Name
Level
Type
View

SFLA includes finished basement area

Outbuildings

Card	Code/Desc	Year Built	Grade	Width	Length	Area	Value
1	SEQ / SHED-EQUIPMENT	1990	C	24	40	960	2900
1	CAB / CABIN/UNIT	1950	E			1220	5900
1	FV1 / FLAT VALUE-\$100	2003	C	8	8	1	400
1	CMT / CARPORT-DETACHED METAL	1970	C	18	20	360	500
2	SFR / SHED-DETACHED FRAME	1990	C	9	17	153	1100

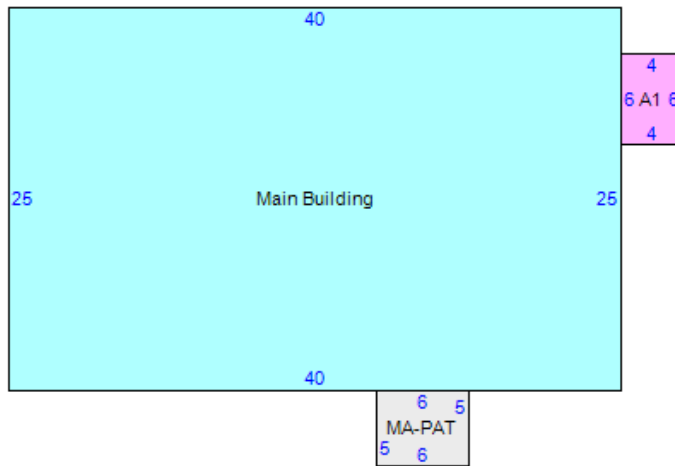
Assessed Values

Assessed Land	\$160,000
Assessed Buildings	\$105,100
Total Assessed Value	\$265,100
Land Use Program	NO
Deferred Land Use Amount	\$113,700
Value After Land Use Deferment	\$151,400
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026
Values are subject to change due to additions or subtractions that occur to a parcel

Tax Rate for 2025 is 76 cents per \$100.





Item	Area
Main Building	1000
MA-PAT - 33:MA-PAT	24
DET.MTLCAR - CMT:CARPORT-DETACHED METAL	360
MA-PAT - 33:MA-PAT	30
SHED-EQUIP - SEQ:SHED-EQUIPMENT	960
CABIN/UNIT - CAB:CABIN/UNIT	1220
FLAVAL\$100 - FV1:FLAT VALUE-\$100	1

2017002767 001
VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT

Instrument Date: 3/23/2017
Instrument Type: DG
Number of Parcels: 1 Number of Pages: 3
 City County

MONTGOMERY

TAX EXEMPT? VIRGINIA/FEDERAL LAW
 Grantor: 58.1-811(D)
 Grantee: 58.1-811(D)
Consideration: \$0.00
Existing Debt: \$0.00
Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):
Original Principal: \$0.00
Fair Market Value Increase: \$0.00

Original Book Number: Original Page Number: Original Instrument Number:

Prior Recording At: City County
MONTGOMERY Percentage In This Jurisdiction: 100%

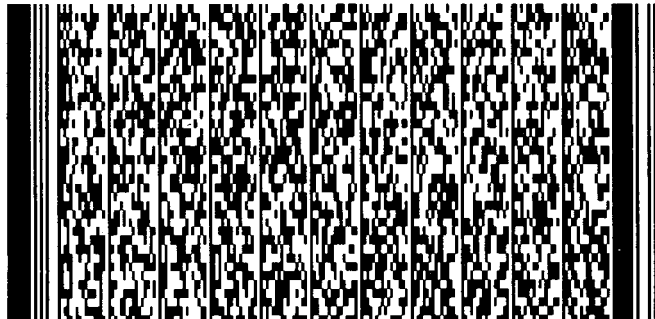
BUSINESS / NAME
1 Grantor: ALDERMAN, MURIEL G
 Grantor:
1 Grantee: ALDERMAN, MURIEL G TR
2 Grantee: ALDERMAN TRUST, MURIEL G

GRANTEE ADDRESS
Name: MURIEL G ALDERMAN TR
Address: 5730 BRUSH CREEK ROAD
City: RINER State: VA Zip Code: 24149
Book Number: 257 Page Number: 313 Instrument Number:
Parcel Identification Number (PIN): 000448 Tax Map Number: 140-A 15 14 (3)
Short Property Description: LAUREL RIDGE
MR/RINER

Current Property Address: 5730 BRUSH CREEK ROAD
City: RINER State: VA Zip Code: 24149
Instrument Prepared By: J. R. MONTGOMERY Recording Paid By: MONTGOMERY LAW OFFICE
Recording Returned To: J. R. MONTGOMERY
Address: 1901 S MAIN ST SUITE 3
City: BLACKSBURG State: VA Zip Code: 24060

INSTRUMENT 170002767
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
April 13, 2017 AT 12:24 PM
ERICA W. WILLIAMS, CLERK
RECORDED BY: CRW

(Area Above Reserved For Deed Stamp Only)



Prepared by J. R. Montgomery , Bar # 37313
Map No.: 140-A 15. 14 (3)
Parcel: 000448

THIS DEED OF GIFT, made this 23rd day of March 2017, by and between MURIEL G. ALDERMAN, widow, Grantor, and MURIEL G. ALDERMAN, Trustee in Trust of the MURIEL G. ALDERMAN TRUST, which Trust is active and has a start date of March 23 2017, Grantee, whose address is 5730 Brush Creek Road, Riner, VA

WITNESSETH:

WHEREAS Arnold L. Alderman died November 14, 2006 and the subject realty transferred to Muriel G. Alderman by law.

NOW THEREFORE, FOR AND IN CONSIDERATION of \$1.00 and for other good and sufficient consideration, the receipt of which is hereby acknowledged by the Grantor, the Grantor does hereby grant, bargain, and convey with GENERAL WARRANTY OF TITLE and ENGLISH COVENANTS, unto the Trustee in Trust of the Muriel G. Alderman Trust all that certain tract or parcel of land together with all improvements thereon and appurtenances thereto belonging, situated and lying in the Riner Magisterial District of Montgomery County, Virginia

Tract 1. Containing an area of 13.59 acres, as is more fully shown and set forth on that certain plat of survey, styled "Plat of Property to be acquired by Arnold L. Alderman, Located in Riner Magisterial District, Montgomery County, Virginia", dated August 30, 1978, and made by Joseph C. Draper, C. L. S., and designated by said Draper as Plan No. S-2276B, which said plat is recorded in the Clerk's Office of Montgomery County in Deed Book 404, Page 913.

MONTGOMERY LAW OFFICE
ATTORNEYS & COUNSELORS
AT LAW
1901 SOUTH MAIN STREET
SUITE 3
BLACKSBURG, VIRGINIA 24060

AND BEING a part of the that same property acquired by the grantors herein, by deed dated the 15th day of September, 1978, which deed is of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia in Deed Book 404 at Page 913.

Tract 2. An area of 40 acres, more or less, on the east side of State Route No. 617, and further bounded on the north by the land of Elvin C. Earles, on the east by the land of Kahle Scott and S. B. Chafin, and on the south by the land of S. B. Chafin.

BEING the realty acquired by the Grantors from Allen Sowder, Special Commissioner, by Deed dated May 27, 1965 and of record in the aforesaid Clerk's Office in Deed Book 257, page 313.

LESS. one acre conveyed to Frank ad Lisa Glover, Deed Book 747, Page 324.

LESS one acre conveyed to Dale Alderman, in Instrument 2010000045, also see plat book, 22, page 11.

Also, see a Boundary Line Settlement that is recorded im Instrument 19910000182. And a Boundary Line Settlement in Deed Boo 698, Page 255, Plat Book 15, page 404.

This conveyance is made pursuant to Section 58.1-811 (D) of the Code of Virginia 1950, as amended. Therefore, no recordation tax is to be collected on this deed.

WITNESS the following signature and seal.

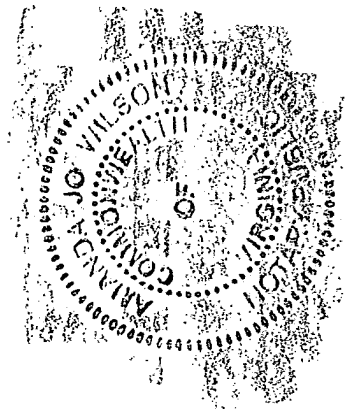
Muriel G. Alderman (SEAL)
Muriel G. Alderman, grantor

COMMONWEALTH OF VIRGINIA
COUNTY OF MONTGOMERY, to wit:

The foregoing Deed was acknowledged before me this 23rd day of March 2017, by Muriel G. Alderman, Grantor.

[Signature]
Notary

My commission expires: 01-31-18
Number: 7010797



INSTRUMENT 170002767
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
April 13, 2017 AT 12:24 PM
ERICA W. WILLIAMS, CLERK
RECORDED BY: CRW

MONTGOMERY LAW OFFICE
ATTORNEYS & COUNSELORS
AT LAW
1901 SOUTH MAIN STREET
SUITE 3
BLACKSBURG, VIRGINIA 24060

Mailed to
Arnold L. Alderman
Rt 1, Box 97
Riner VA
10-5-78

THIS DEED, made and entered into on this the 15th day of September, 1978, by and between GEORGE M. KEASLER and BETTY P. KEASLER, husband and wife, parties of the first part, and ARNOLD L. ALDERMAN and MURIEL G. ALDERMAN, husband and wife, as tenants by the entirety with the right of survivorship as at common law, parties of the second part,

W I T N E S S E T H :

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid by the parties of the second part to the parties of the first part, the receipt whereof is hereby acknowledged, and for other good and valuable consideration, the receipt whereof is also acknowledged, the parties of the first part do hereby grant, bargain, sell and convey, with covenants of GENERAL WARRANTY of Title, unto the parties of the second part, as tenants by the entirety with the right of survivorship as at common law, as provided for in Section 55-21 of the 1950 Code of Virginia, as amended, all that certain tract or parcel of land, lying, situate and being in the Riner Magisterial District of Montgomery County, Virginia, containing an area of 13.59 acres, as is more fully shown and set forth on that certain plat of survey, styled "Plat of Property to be Acquired by ARNOLD L. ALDERMAN, Located in Riner Magisterial District, Montgomery County, Virginia", dated August 30, 1978, and made by Joseph C. Draper, C. L. S., and designated by said Draper as Plan No. S-2276B, which said plat is hereto attached and made a part of

RAY WILSON GRUBBS
ATTORNEY AT LAW
CHRISTIANSBURG, VA.

this deed for a more particular description of the real estate herein conveyed.

And being a part of that same property acquired by the grantors herein, by deed dated August 6, 1976, from Gene C. Edwards and Dorothy E. Edwards, husband and wife, which deed is of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia in Deed Book 373, at Page 889.

WITNESS the following signatures and seals on this the date first hereinabove mentioned and written.

George M. Keasler (SEAL)
 GEORGE M. KEASLER

Betty P. Keasler (SEAL)
 BETTY P. KEASLER

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

The foregoing instrument was acknowledged before me this 15th day of September, 1978, by GEORGE M. KEASLER and BETTY P. KEASLER, husband and wife.

My commission expires: October 7, 1978.

Jean Crockett
 Notary Public

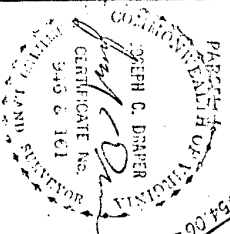
VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County, 19th day of September, 1978. The foregoing instrument was this day presented in said Office and with certificate annexed admitted to record at 9:30 o'clock A. M. The taxes imposed by Sec. 58-54.1 of the Code of Virginia in the amount of \$ 13.00 have been paid to this office.

Teste:

JOHN B. MYERS, JR., Clerk

By *May A. Shultz*

DR. J. M. ...
 ...
 ...



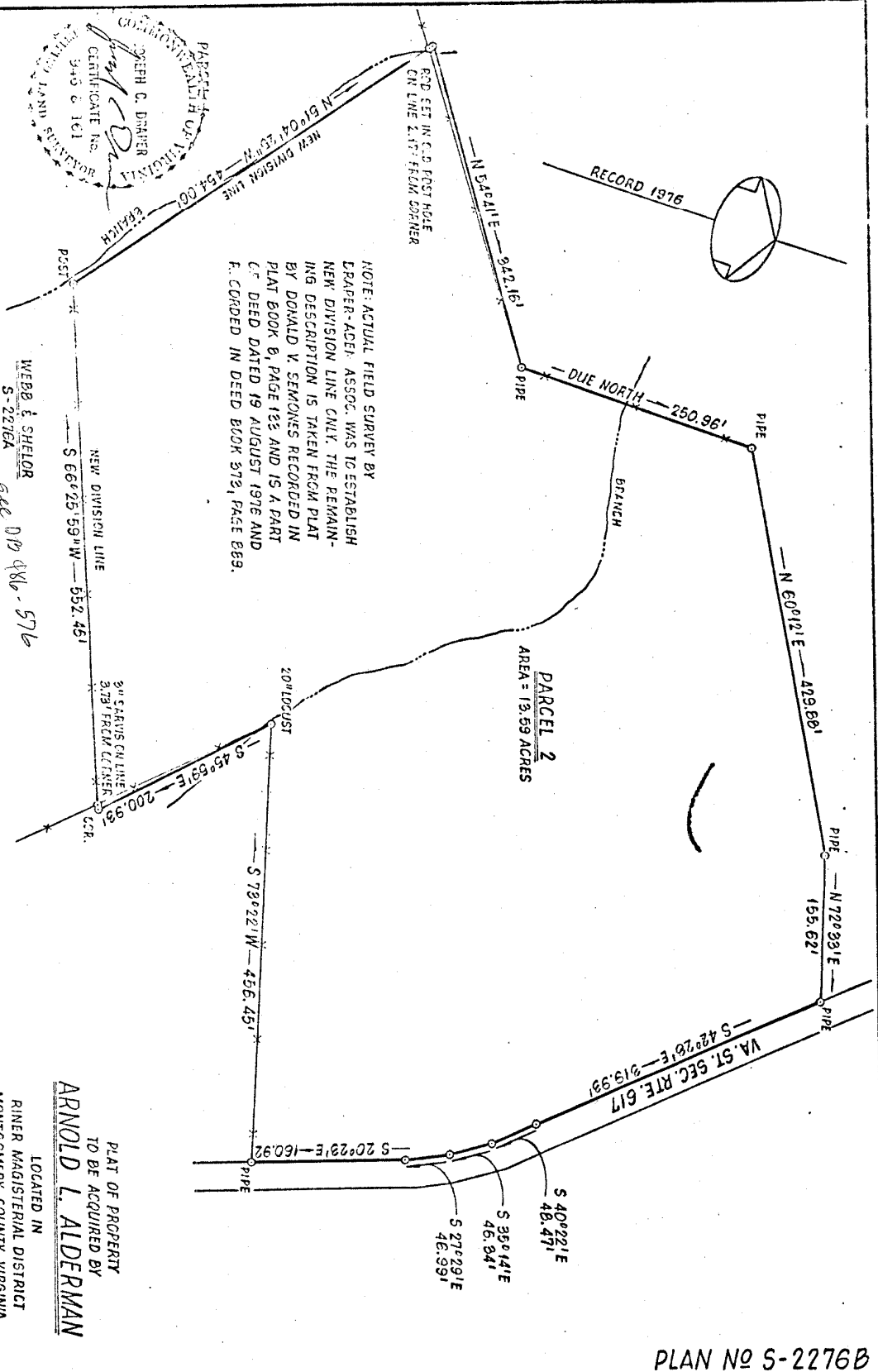
NOTE: ACTUAL FIELD SURVEY BY DRAPER-ADEN ASSOC. WAS TO ESTABLISH NEW DIVISION LINE ONLY. THE REMAINING DESCRIPTION IS TAKEN FROM PLAT BY DONALD V. SEMONES RECORDED IN PLAT BOOK 8, PAGE 123 AND IS A PART OF DEED DATED 19 AUGUST 1976 AND RECORDED IN DEED BOOK 372, PAGE 889.

CALVIN ATFD: JRC
 DRAWN: MEL
 CHECKED: JCD

LOCATED IN
 RINER MAGISTERIAL DISTRICT
 MONTGOMERY COUNTY, VIRGINIA
 SCALE: 1"=100'
 30 AUGUST 1978

PLAT OF PROPERTY
 TO BE ACQUIRED BY
ARNOLD L. ALDERMAN

PLAN NO S-2276B



CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of August 13th 2026, between Muriel G. Alderman Trust C/O Muriel G. Alderman Trustee of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____ (hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

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

Offering #1: +/- 5.081 ac; Portion of Parcel ID #000448; Tax Map #140-A 15,14,(3)*; DB 2017 PG 2767; New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Sale is subject to written approval by Montgomery County. Job # 5433-WEST

Offering #2: +/- 6.461 ac; Portion of Parcel ID #000448; Tax Map #140-A 15,14,(3)*; DB 2017 PG 2767; New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Sale is subject to written approval by Montgomery County. Job # 5433-WEST

Offering #3: +/- 10.48 ac; Portion of Parcel ID #000448; Tax Map #140-A 15,14,(3)*; DB 2017 PG 2767; New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Sale is subject to written approval by Montgomery County. Job # 5433-EAST.

Offering #4: +/- 13.897 ac; Portion of Parcel ID #000448; Tax Map #140-A 15,14,(3)*; DB 2017 PG 2767; New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Sale is subject to written approval by Montgomery County. Job # 5433-EAST.

Offering #5: +/- 14.753 ac; Portion of Parcel ID #000448; Tax Map #140-A 15,14,(3)*; DB 2017 PG 2767; New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Sale is subject to written approval by Montgomery County. Job # 5433-EAST.

Address: Brush Creek Rd., Riner, VA 24149

2. Purchase Price: The purchase price of the Property is: _____ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

Seller's Initials _____

Purchaser's Initials _____

3. **Deposit.** Purchaser will make a deposit with the Attorney or Title Company of Purchasers Choice, of \$5,000 PER OFFERING (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Attorney or Title Company, 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 Attorney/Title Company of Purchaser's Choice on or before September 28th 2026 ("Settlement Date"). Possession shall be given at Settlement.

5. **Required Disclosures.**

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

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

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

Seller's Initials _____

Purchaser's Initials _____

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

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because property is vacant land and exempt.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

Seller's Initials _____

Purchaser's Initials _____

An effective lien for work performed prior to the settlement date may be filed after settlement. Legal counsel should be consulted.

MECHANIC'S LIEN AFFIDAVIT: Sellers shall furnish at settlement an affidavit, in form satisfactory to Purchaser, showing that all labor and materials, if any, furnished to the property within 123 days prior to settlement have been paid, or affidavit, in the form satisfactory to Purchaser, certifying that no labor or materials have been furnished to the property within such period which would permit the filing of a mechanic's lien against the property.

(f) **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

6. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the

Seller's Initials _____

Purchaser's Initials _____

Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

Seller's Initials _____

Purchaser's Initials _____

(f) **Property Sold “As Is”.** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

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

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

(j) **Other.** New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Sale is subject to written approval by Montgomery County. Job #'s 5433-WEST and 5433-EAST. Offerings #3,#4, and #5 tract #'s from survey do not match offering #'s. Offering #'s used for auction purposes only.

Seller's Initials _____

Purchaser's Initials _____

