



# 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** – Valerie L. Hughes

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Thursday, August 1<sup>st</sup>, 2024 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 Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

**OFFERING** –

**Legally described as:** Map ID 60A-1-18A; Instrument #230002975; Consisting of +/- 2 acres and Improvements

**Address:** 1199 Sanders Mine Rd., Max Meadows, VA 24360

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, August 1<sup>st</sup>, 2024 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.
- 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](mailto: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 **\$2,500** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction 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 16<sup>th</sup>, 2024**. 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. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. 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).

- 18) **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](mailto:BlueRidgeLandandAuction@gmail.com). If these steps have not been completed, a broker referral fee will not be paid.
  
- 19) **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.

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](mailto: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

**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
South Carolina Auction Firm License #	4208



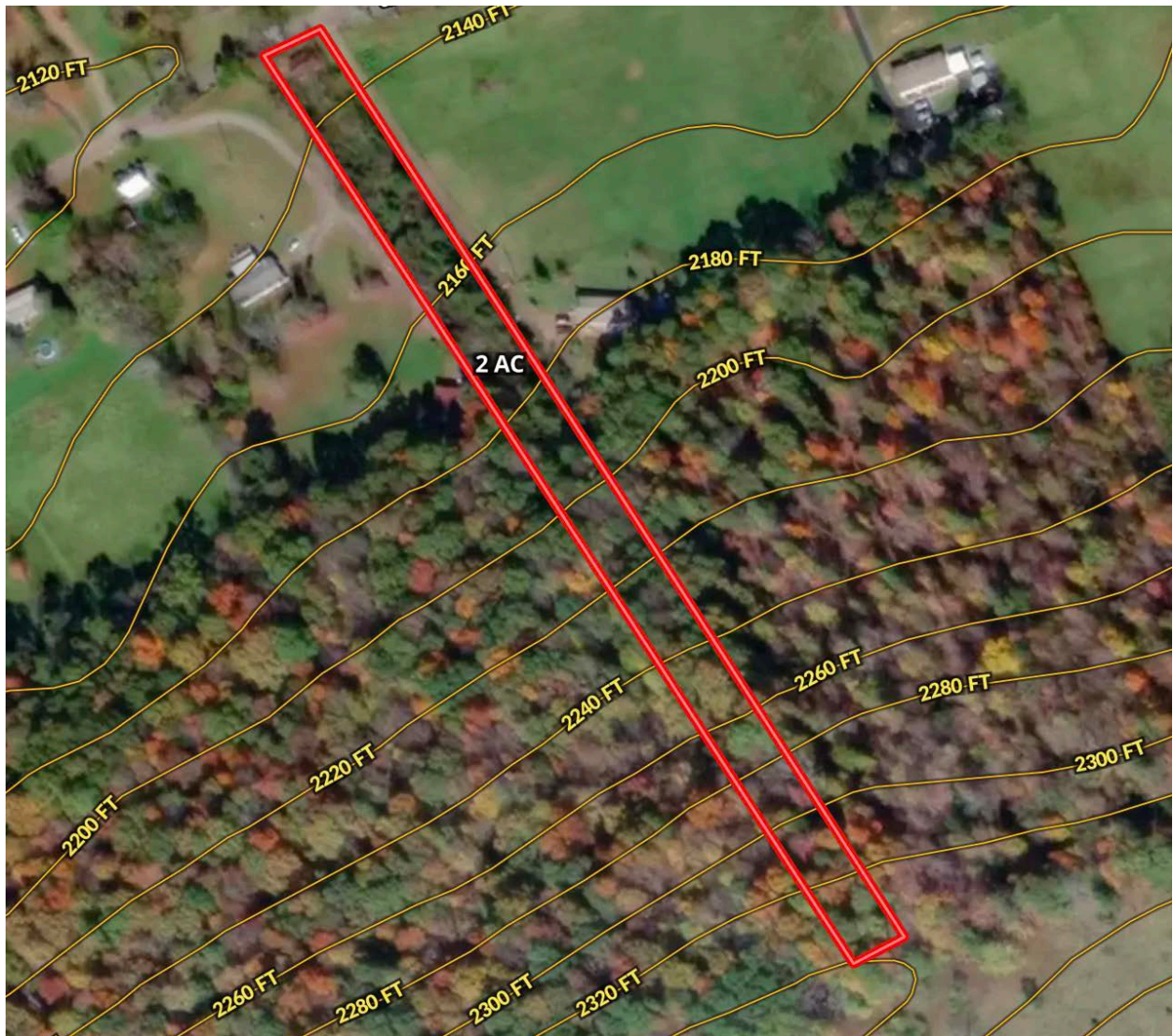
# Aerial



**\*\* Aerial & contour maps show approximate boundaries. Use for illustration purposes only. \*\***



# Contour



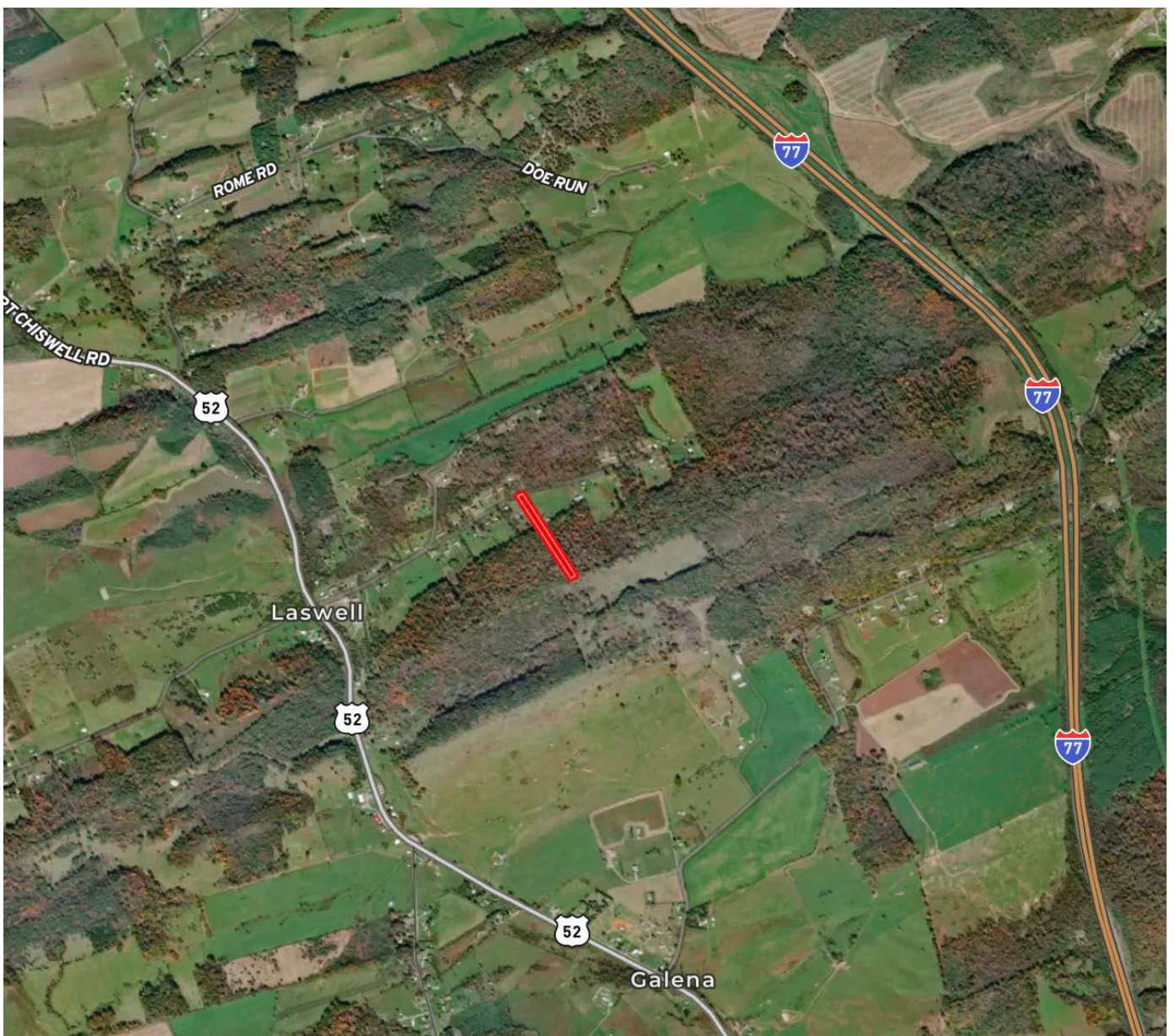
**\*\* Aerial & contour maps show approximate boundaries.  
Use for illustration purposes only. \*\***





# Neighborhood

1199 Sanders Mine Rd.,  
Max Meadows, VA 24360

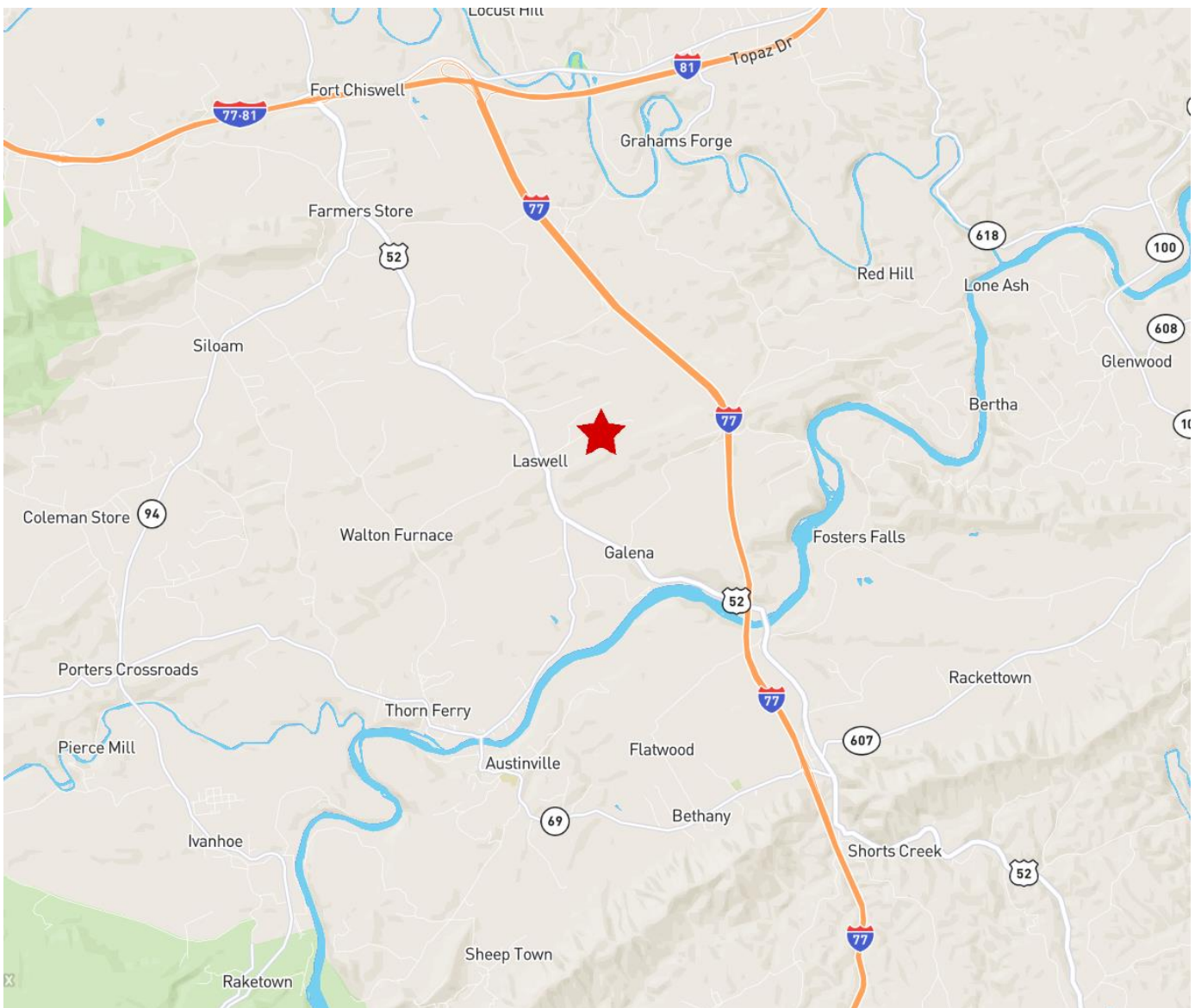






# Location

1199 Sanders Mine Rd.,  
Max Meadows, VA 24360



CURRENT OWNER		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT	
HUGHES VALERIE L	0   None							Type Description	USE VALUE
6580 PEPPERS FERRY ROAD	0   None							Building	7,700
								Land	15,000
<b>SUPPLEMENTAL DATA</b> Tax Map # 060A-001-0000-0018A User Field Area Code 01:Wythe County Appeal Ch N Ag Dist Co 00:None Appeal No N:No User Field User Field User Field GIS Id 060A-001-0000-0018A Associated P									

RECORD OF OWNERSHIP		BK-VOL/PAGE		SALE DATE		Q/U VI		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)		
HUGHES VALERIE L	230002975			12-01-2023	Q	I		20,000	01			Year	Code	Total Assesse
NESTER FLORA MAE MOTTESHEAR	376131	0		09-18-1990	U	I		0	00			2022	200	1,000
												2020	200	1,000
												2021	200	15,000
												2020	200	15,000
												Total	Total	Total
												22,700	22,700	16,000

Code Description

Number Amount

Interest

OTHER ASSESSMENTS	
This signature acknowledges a visit by a Data Collector or Assessor	

ASSESSING NEIGHBORHOOD	
Prc Assng Dist	Property Use
0001	10
	Class
	02

PROPERTY NOTES	
YEAR	NOTES

APPRaised VALUE SUMMARY	
Appraised Bldg. Value (Card)	7,700
Appraised Xf (B) Value (Bldg)	0
Appraised Ob (B) Value (Bldg)	0
Appraised Land Value (Bldg)	15,000
Special Land Value	0
Total Appraised Parcel Value	22,700
Value Source	C

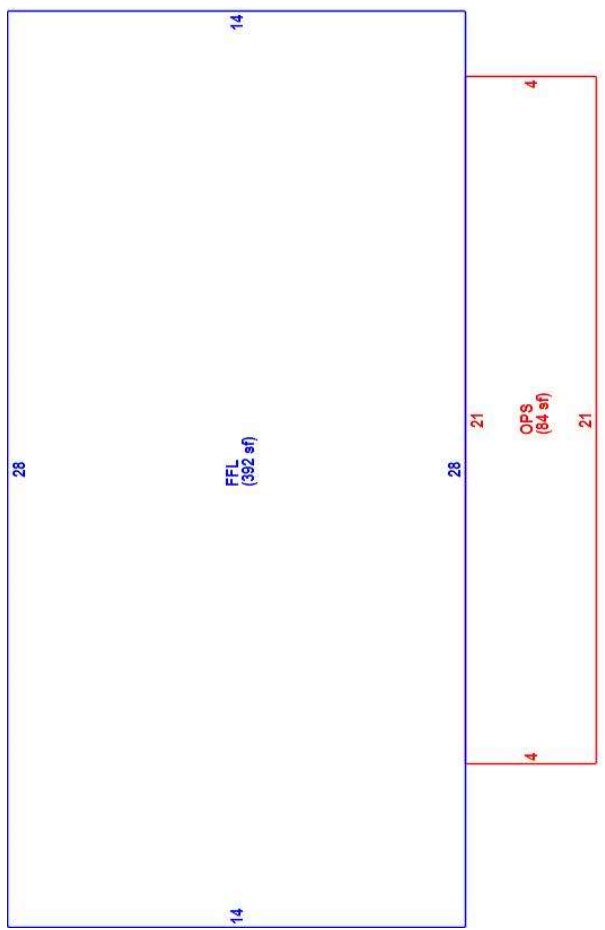
INCLUDES TAXABLE PARCELS	
Total Appraised Parcel Value	22,700

LAND LINE VALUATION SECTION																					
B Use	Description	Front	Depth	Zoni	LA	Land Type	Units	Unit Pri	Size Adj	Site I	Cond.	Nbhd.	Nbhd.	Notes	Location Adjustment	Adj Unit P	Appraised				
1	200 SFD - Suburban	0	0				1.000 AC	10,000.	1.00000	0	1.00	1.000	1.000	145 HOME SITE	1.0000	10,000	10,000				
1	200 SFD - Suburban	0	0				1.000 AC	5,000.0	1.00000	0	1.00	1.000	1.000	OPEN RESIDUE	1.0000	5,000	5,000				
Total Card Land Units																2.000	AC	Parcel Total Land Area	2.000	Total Land Value	15,000

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)	
Element	Cd	Element	Description
Model 01	Residential	Total Area	392
Style 06	Conventional	Basement	
Grade E	Grade E	Fin Bsmr Area	
# Units 1			
Roof Type 01	Gable		
Roof Cover 01	Metal/Tin		
Exterior Wall 1 18	Asphalt		
Exterior Wall 2			
Frame Type 01	Frame		
Heat System 05	Furnace		
Heat Fuel 09	Wood		
AC Type 01	None		
Interior Wall 1 04	Plaster		
Interior Wall 2			
Interior Wall 3			
Interior Floor 1 09	Soft Wood		
Interior Floor 2			
Interior Floor 3			
Interior Floor 4			
Total Room(s) 2			
Bedroom(s) 1			
Full Bath(s) 0			
Half Bath(s) 0			
Extra Fixture(s) 0			
Extra Kitchen(s) 0			
Fireplace(s)			
Gas FPL(s)			
Extra Opening(			
Chimney(s)			
Foundation	Conc/Block		
Total Area			
Basement			

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)		CONSTRUCTION DETAIL (CONTINUED)								
Code	Description	L/B	Units	Unit Price	Year	Cond.	Cd	Percent	Grade	Appr. Value
	Building Value New			25,819						
	Year Built			1930						
	Effective Year Built			1947						
	Condition Code			P						
	Remodel Rating									
	Year Remodeled			70						
	Depreciation %			0						
	Functional Obsol			0						
	External Obsol			0						
	Trend Factor			1,000						
	Special Condition									
	Condition %			30						
	Percent Good			7,700						
	RCNLD									
	Dep % Ovr									
	Dep Ovr Comment									
	Misc Imp Ovr									
	Misc Imp Ovr Comment									
	Cost to Cure Ovr									
	Cost to Cure Ovr Comment									

BUILDING SUB-AREA SUMMARY SECTION		CONSTRUCTION DETAIL (CONTINUED)				
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
FFL	First Floor	392	392	392	71.65	28,087
OPS	Open Porch	0	84	0	11.70	983
Ttl Gross Liv / Lease Area		392	476	392		29,070





**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA DEPARTMENT OF HEALTH**  
**Wythe County Environmental Health**  
**290 South 6<sup>th</sup> St. Suite 300**  
**Wytheville, VA 24382**  
**(276)228-5507**

**Sewage Disposal System Permit**

Valerie Hughes  
6580 Peppers Ferry Rd.  
Max Meadows, VA 24360

January 11, 2024

Subject: Health Department ID Number: 23-198-130  
Tax Map Number/GPIN: 60A-1-18A  
Subdivision: Lot:

Dear Valerie Hughes:

The attached drawings, specifications, and calculations constitute your permit to install a sewage disposal system on the property referenced above. The attached schematic shows the approved area for the sewage disposal system. If modifications or revisions are necessary between now and when you construct your dwelling, please contact the Wythe County Health Department at (276) 228-5507. No part of any installation shall be covered or used until inspected, and the sewage system may not be placed into operation until you have obtained an Operation Permit from the Wythe County Health Department.

The following documents will be required to obtain the Operation Permit:

System Inspection by the local Health Department

Satisfactory Contractor's Completion Statement

This Construction Permit is null and void if conditions are changed from those shown on your application or if conditions are changed from those shown on the Site and Soil Evaluation Report and the attached construction drawings, specifications, and calculations. VDH may revoke or modify any permit if, at a later date, it finds that the site and soil conditions and/or design do not substantially comply with the Sewage Handling and Disposal Regulations, 12 VAC 5-610-20 et seq., or if the system would threaten public health or the environment. This permit approval has been issued in accordance with applicable regulations based on the information and materials provided at the time of application. There may be other local, state, or federal laws or regulations that apply to the proposed construction of this onsite sewage system. The owner is responsible at all times for complying with all applicable local, state, and federal laws and regulations. This construction permit is transferable until expired or deemed null and void.

If you have any questions, please contact me. This authorization to construct a sewage disposal system expires: July 11, 2025 Issued by:



Stacy Holliday, Environmental Health Specialist, Sr.

## VDH OSE Permit Report

**Property Location:**

911 Address: TBD Sanders Mines Rd.

Section: Lot:

Subdivision:

GPIN and/or Tax Map #: 60A-1-18A

**Applicant Mailing Address:**

Valerie Hughes

6580 Peppers Ferry Rd.

Max Meadows, VA 24360

**Designed by:**

VDH OSE(s): Stacy Holliday License #(s): 1940001335

Health Department: Wythe County Health Department

Date of Report: January 11, 2024

**Contents/Index of this report:**

Page 1 Cover Letter

Page 2 VDH/OSE Report

Page 3 System Specifications

Page 4 Construction Drawing

**Certification Statement**

I hereby certify that the evaluations and/or designs contained herein were conducted in accordance with the applicable provisions of the Sewage Handling and Disposal Regulations (12VAC5-610), the Private Well Regulations (12VAC5-630), the Regulations for Alternative Onsite Sewage Systems (12VAC5-613), and all other applicable laws, regulations, and policies implemented by the Virginia Department of health. I further certify that I currently possess any professional license required by the laws and regulations of the Commonwealth that have been duly issued by the applicable agency charged with licensure to perform the work contained herein.

The work attached to this cover page has been conducted under an exemption to the practice of engineering, specifically the exemption in Code of Virginia Section 54.1-402.A.11.

Master OSE Signature: \_\_\_\_\_



Date: \_\_\_\_\_

1-11-24

**System Specifications**

23-198-130

**Applicant Information**

Name: Valerie Hughes  
6580 Peppers Ferry Rd.  
Max Meadows, VA 24360

**Location Information**

Tax Map/ GPIN #: 60A-1-18A  
Property Address: TBD Sanders Mines Rd.  
Section: Lot:  
Subdivision:

**General Information**

Property Type: Residential                      Daily Flow: 150 gallons/ 1 bedrooms

**Sewer Line and Septic Tank**

Sewer Line: 3" or 4" schedule 40 PVC or equivalent, cleanouts required at 50' -60' intervals  
Septic Tank Capacity: 1000 gallons  
The inlet structure shall be 1-2 inches higher than the outlet structure and shall extend 6-8 inches below and 8-10 inches above the liquid level. The outlet structure shall extend 35-40% below and 8-10 inches above the liquid level. The septic tank shall either have an inspection port or an effluent filter, or be a reduced maintenance tank.

**Conveyance Line**

Method: Gravity  
Material: 1500# for non-pump  
Pipe Diameter: 4"  
Minimum Slope: 6" per 100' for non-pump

**Distribution Box and Header Lines**

No. of Boxes: 1                      No. of Outlets: 8  
Header Line Material: 4", 1500 # crush or equivalent  
Header Line Minimum Slope: 2" per 100'

**Percolation Lines/ Absorption Area**

Install: 4 Trenches 3' wide x 50' long  
                    9' Centers  
                    Installation depth: 30 "  
Trench slope to be between 2-4" per 100'

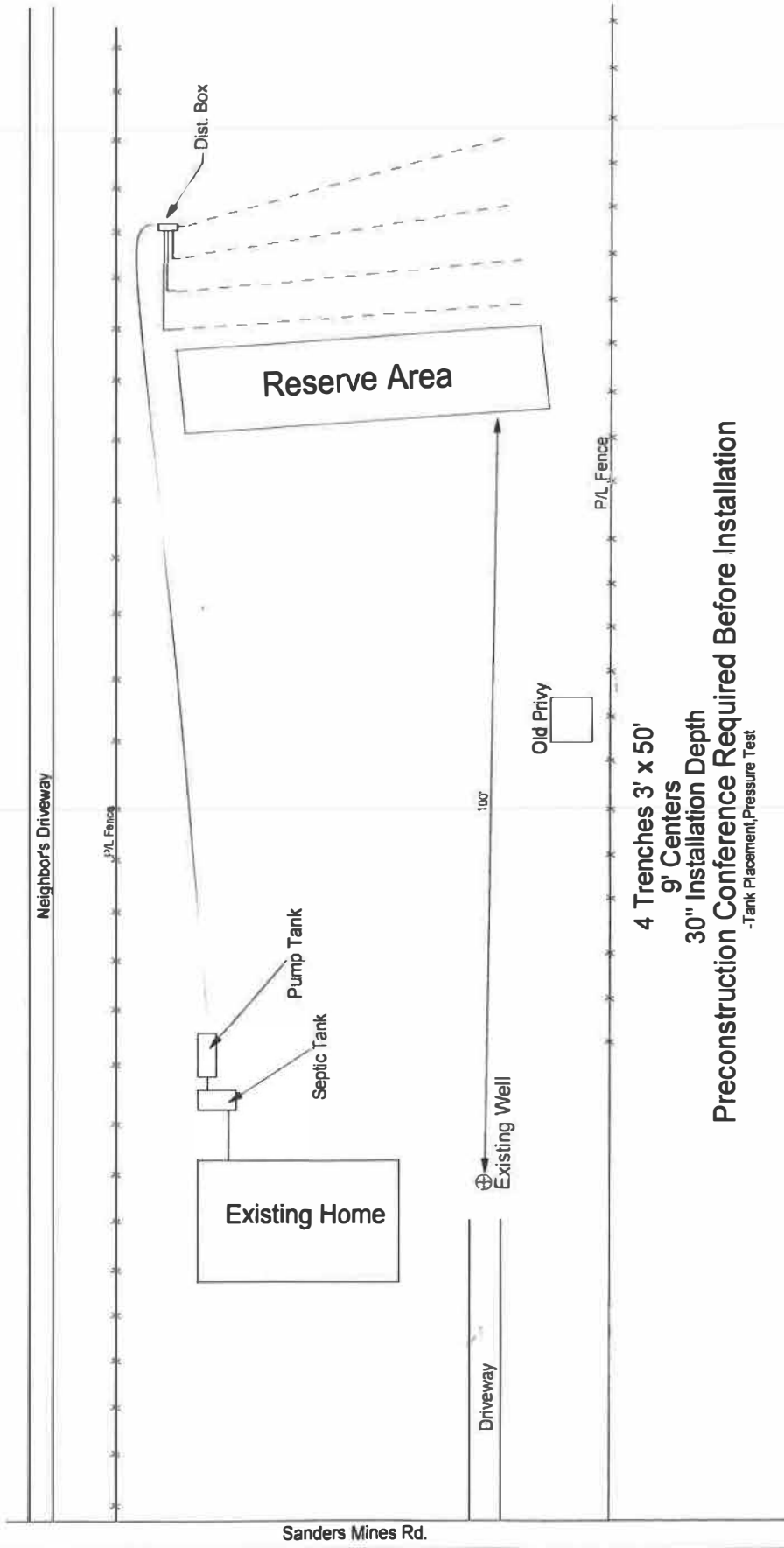
PLEASE NOTE: 50% Reserve area provided

This permit expires: July 11, 2025

**If Chambers Are Used Install: 3 Trenches 3' Wide x 50' Long, 9' Centers, 30" Installation Depth**



Valerie Hughes  
1-11-2024  
23-198-130



Preconstruction Conference Required Before Installation  
-Tank Placement, Pressure Test



# BUILDING PERMIT

APPLICANT COPY  
THIS PERMIT NOT VALID UNLESS  
PROPERLY RECEIVED BY CASHIER

VALIDATION

**23685**

DATE February 26, 2024

PERMIT NO

APPLICANT Valerie Hughes ADDRESS 6580 Peppers Ferry Rd, Max Meadows, VA 24360  
PERMIT TO Remodel House PHONE (540) 616-8500  
PROPOSED USE Single Family Dwelling Add/Remodel

LOCATION 81N to exit 80 (R) Fort Chiswell Rd. (L) Sanders Mine Rd 8/10 mile on (R) USE GROUP \_\_\_\_\_ OCCUPANT LOAD \_\_\_\_\_  
DISTRICT Fort Chiswell  
E911 ADDR \_\_\_\_\_

SUBDIVISION N/A LOT \_\_\_\_\_ LOT SIZE 2 Ac SEWER Septic Tank

DESCRIPTION 1st Floor SIZE 14.00 x 29.00 WATER Existing  
(W x L) \_\_\_\_\_ x \_\_\_\_\_  
\_\_\_\_\_ x \_\_\_\_\_  
\_\_\_\_\_ x \_\_\_\_\_  
\_\_\_\_\_ x \_\_\_\_\_

CONTRACTOR Self

REMARKS Permit includes electric & plumbing  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AREA 406.00 SQ. FT. ESTIMATED COST \$25,000 PERMIT FEE \$181.20

OWNER Valerie Hughes  
ADDRESS 6580 Peppers Ferry Rd; Max Meadows, VA

BUILDING DEPT

  
(SIGNATURE OF BUILDING OFFICIAL)

**YOUR SPECIAL ATTENTION** is called to the following:

This permit is granted on the express condition that the said construction shall, in all respects, conform to the Ordinances of this jurisdiction, regulating the construction and use of buildings, and may be revoked at any time upon violation of any provisions of said ordinances.

Weatherproof placard given at the time permit is issued must be displayed on premises. The department must be notified and inspection made of prior construction work as requested on weather card. All new buildings and additions and alterations to existing buildings require a minimum of three call inspections, namely, (1) Footings, drain tile systems, foundation and basement walls, when walls are at least two feet high, but before back filling the wall and before proceeding with the superstructures. (2) Framing prior to lathing and plastering, duct work, fire stopping and other equipment before it is concealed. (3) Final inspection when building or structure is completed.

On jobs involving reinforced concrete work, inspection must be made after steel is in place and before concrete is poured.

The Department reserves the right to reject any work which has been concealed or completed without first having been inspected and approved by the Department in accordance with the requirements of the various codes.

Any deviation from the approved plans must be authorized by the approval of revised plans subject to the same procedure established for the examination of the original plans. An additional permit fee is also charged predicated on the extent of the variation from the original plans.

Permits are not valid if construction work is not started within six months from date permit is issued.

Request for Final Inspection should be made by postcard or phone call to this department when the construction work is completed and heating apparatus has been installed. Painting or decorating is not required before the Final-Building Inspection.

Final Inspection and Certificate of Occupancy must be obtained before occupying building.

CLR230002975

Instrument prepared by  
Andrew J. Harman, Attorney at Law  
Wytheville, VA 24382  
VA State Bar #75626

**Tax Map Reference No.: 060A-001-0000-0018A**  
**Assessed Value: \$22,700.00**  
**Consideration: \$20,000.00**  
**Title Insurance: Fidelity National Title Insurance Company**

THIS DEED made and entered into this 1st day of December, 2023, by and between KAREN GOAD, LISA ROBINSON, and CHARLES E. MOTTESHEARD, heirs of DORIS HAGA MOTTESHEARD, deceased, parties of the first part, hereinafter referred to as "GRANTORS"; and VALERIE L. HUGHES, party of the second part, hereinafter referred to as "GRANTEE".

~ W I T N E S S E T H ~

That for and in consideration of the sum of TEN DOLLARS and no cents (\$10.00) cash in hand and other good and valuable consideration paid by the party of the second part to the parties of the first part, the receipt of which is hereby acknowledged, the parties of the first part do hereby Bargain, Sell, Grant and Convey, with General Warranty of Title, unto Grantee, in fee simple, as at common law, all that certain tract or parcel of real estate, situate in the Fort Chiswell Magisterial District, Wythe County, Virginia, more particularly bounded and described as follows, to-wit:

"BEGINNING at a point in the Coulson Line and going with the Walter Hall Line in a southward Direction 1235 feet to the Raper Line then going with the Raper Line 70 feet to a point then going in a Northward direction about 1235 feet with the Chas. Davis Line to the Coulson line then going in a westward direction with the Coulson line 70 feet to the Beginning making a parcel 70 feet wide and 1235 feet long containing two acres."

BEING the same real estate conveyed by deed of gift dated September 18, 1990, from FLORA MAE MOTTESHEARD WEBB NESTER to FLORA MAE

MOTTESHEARD WEBB NESTER, CHARLES W. MOTTESHEARD, and DORIS



HAGA MOTTESHEARD, and of record in the Wythe County Clerk's Office in Deed Book 376, page 131.

The said Charles W. Mottesheard departed this life on December 30, 2001.

The said Flora Mae Mottesheard Webb Nester departed this life on March 23, 2011, thereby vesting fee simple title in Doris Haga Mottesheard.

The said Doris Haga Mottesheard departed this life intestate on September 18, 2017, and per a per a List of Heirs recorded as Court File No. 230000267, she was survived by Karen Goad, Lisa Robinson, and Charles E. Mottesheard.

Reference is made to the aforementioned deed for a more complete description of the premises hereby conveyed.

This conveyance is made subject to all such encumbrances, easements, reservations, restrictions and rights of way of record to the extent they may lawfully apply to the property hereby conveyed.

Real estate taxes for the year 2023 on the property herein conveyed will be prorated between Grantors and Grantee as of the date of delivery of this deed.

The parties of the first part covenant that they have the right to convey the subject property; that they have created no liens or encumbrances against the same; and that the Grantee shall have quiet possession of the same.

Possession is delivered to the Grantee with the delivery of this deed.

\*\*\*NO TITLE SEARCH OR REPORT FURNISHED by Andrew J. Harman, Attorney at Law\*\*\*

WITNESS the following signatures and seals:

Karen Goad (SEAL)  
KAREN GOAD, heir of DORIS HAGA MOTTESHEARD, deceased

STATE of Virginia )  
COUNTY of Wythe, ) To-wit:

I, Katlinn Paige Fletcher, a Notary Public in and for the State and County aforesaid, do hereby certify that Karen Goad, heir of Doris Haga Mottesheard, has personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this 1st day of December, 2023.

Katlinn Paige Fletcher  
Notary Public  
Registration Number: 8025346  
My Commission Expires: 02/29/2026

Official Seal



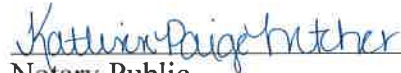
WITNESS the following signatures and seals:

 (SEAL)  
LISA ROBINSON, heir of DORIS HAGA MOTTESHEARD, deceased

STATE of Virginia )  
COUNTY of Wythe, ) To-wit:

I, Katlinn Paige Fletcher, a Notary Public in and for the State and  
County aforesaid, do hereby certify that Lisa Robinson, heir of Doris Haga  
Mottesheard, has personally appeared before me in my State and County aforesaid and  
acknowledged the same.

Given under my hand this 1st day of December, 2023.

  
Notary Public  
Registration Number: 8025346  
My Commission Expires: 02/29/2026

Official Seal



WITNESS the following signatures and seals:

Charles E. Mottesheard (SEAL)

CHARLES E. MOTTESHEARD, heir of DORIS HAGA MOTTESHEARD, deceased

STATE of Virginia )  
COUNTY of Wythe, ) To-wit:

I, Katlinn Paige Fletcher, a Notary Public in and for the State and County aforesaid, do hereby certify that Charles E. Mottesheard, heir of Doris Haga Mottesheard, has personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this 1st day of December, 2023.

Katlinn Paige Fletcher

Notary Public

Registration Number: 8025346

My Commission Expires: 02/29/2026

Official Seal



INSTRUMENT 230002975  
RECORDED IN THE CLERK'S OFFICE OF  
WYTHE CIRCUIT COURT ON  
DECEMBER 1, 2023 AT 02:23 PM  
\$23.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$11.50 LOCAL: \$11.50  
JEREMIAH E. MUSSER, CLERK  
RECORDED BY: BGQ

Brenna Quesenberry

# Wythe County



## Real Estate Tax Statement

Year	Type	Bill				
2018	RE-R	112747				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	RE TAX	86.40	0.00	0.00	0.00	
		86.40	0.00	0.00	0.00	
<b>Year Totals</b>		<b>86.40</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
Year	Type	Bill				
2017	RE-R	112690				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	RE TAX	78.40	0.00	0.00	0.00	
	RE PENALTY	3.92	0.00	0.00	0.00	
		82.32	0.00	0.00	0.00	
<b>Year Totals</b>		<b>82.32</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
Year	Type	Bill				
2016	RE-R	9169				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	RE TAX	78.40	0.00	0.00	0.00	
		78.40	0.00	0.00	0.00	
<b>Year Totals</b>		<b>78.40</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Grand Totals</b>		<b>737.86</b>	<b>115.77</b>	<b>0.00</b>	<b>115.77</b>	

\*\* End of Report - Generated by Kryston Jackson \*\*



# CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of August 1<sup>st</sup>, 2024, between Valerie L. Hughes owner 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 Wythe, Virginia, and described as:

1. Map ID 60A-1-18A; Instrument #230002975; Consisting of +/- 2 acres & improvements

**Address:** TBD Sanders Mine Rd., Max Meadows, VA 24360

**2. Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: \_\_\_\_\_ (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.

**3. Deposit.** Purchaser has made a deposit with the Auction Company, of \$2,500 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction 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 \_\_\_\_\_ on or before September 16<sup>th</sup>, 2024 ("Settlement Date"). Time is of the essence. 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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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.

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.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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.

**AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

**(e) Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

**(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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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 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,

Seller’s Initials \_\_\_\_\_

Purchaser’s Initials \_\_\_\_\_



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.

(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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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.

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

\_\_\_\_\_  
Valerie L. Hughes Date

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) Date

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) Date

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_