

Executive Summary



PROPERTY SUMMARY

PROPERTY OVERVIEW

2016 City of Richmond Tax Delinquent Sale

PROPERTY HIGHLIGHTS








- 2016 City of Richmond Tax Delinquent Sale
- Sale Held: 3600 Deepwater Terminal Road - Richmond on August 23rd.
Doors Open at 3 PM - Sale Start at 4 PM
- Call 804-822-3138 for an information hotline!







SALE INFORMATION:







August 23rd. Doors Open At 3
PM - Sale Start At 4 PM







Online Bidding Available At
Motleys.Com








Property List & Information

Lot Number	Neighbor-hood / Subdivision	Address	City	Zip Code	Area	Zoned	Property Type (House or Lot)	Bedrooms ±	Bathroom s ±	Year Built ±	SF ±	AC ±	Tax Parcel ID	Legal / Property Desc.	Current Tax Assessment	Terms & Conditions that apply	Property Photo
1	Hammond Place/South Battery Court	1722 Hickory Street	Richmond	23222	30	R-53	Lot					0.086	N000-0364-010	DUVAL ADD L10 B1	17,000	Addendum A	
2	Hammond Place/South Battery Court	2121 Greenwood Avenue	Richmond	23222	30	R-5	Lot					0.146	N000-0446-018	0053.00X0120. 00 0000.000	\$22,000	Addendum A	
3	Providence Park	3612 Griffin Avenue	Richmond	23222	30	R-5	House	3	1	1955	875	0.142	N016-0081-019	NORTH MANOR L6 BC	\$64,000	Addendum A	
4	Highland Park	3102 1st Avenue	Richmond	23222	30	R-6	House	4	1	1913	1478	0.112	N000-1060-009	HIGHLAND PARK L25 B7	\$78,000	Addendum A	
5	Oak Grove	2010 Albany Avenue	Richmond	23224	50	R-7	House	3	1	1921	1296	0.08	S000-0348-006	RICHD&MAN LAND CO L9 B1421	\$18,000	Addendum A	
6	Bellemeade North	1303 Willis Street	Richmond	23224	50	R-5	House	3	1	1941	720	0.149	S007-1180-008	CENTER HILL L5 BA	\$24,000	Addendum A	
7	Jeff Davis	1801 Jefferson Davis Hhwy	Richmond	23224	50	B-3	CRE Lot					0.253	S000-1527-001	MELROSE L1920	\$39,000	Addendum A	

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8	Oak Grove	2207 Edwards Avenue	Richmond	23224	50	R-5	House	3	1	1928	1281	0.217	S000-0460-008	MASON PARK L1112 B1	\$56,000	Addendum A	
9	Oak Grove	2201 Gordon Avenue	Richmond	23224	50	R-5	House	3	1	1928	1394	0.108	S000-0549-010	MASON PARK L20 B14	\$57,000	Addendum A	
10	Franklin School North	3057 Midlothian Turnpike	Richmond	23224	60	R-5	Lot					0.099	S000-1477-013	HOCKADAYS PLAN L17	\$15,000	Addendum A	
11	Franklin School North	3205 Midlothian Turnpike	Richmond	23224	60	R-5	House	2	1	1953	1078	0.161	S000-1876-014	W MANCHESTER CO L15PT14 B16	\$95,000	Addendum A	
12	<u>WITHDRAWN FROM SALE</u>	8011 Burrundie Drive	Richmond	23225	60	R-2	House	2	2	1984	1078	0.555	C003-0221-006	STRATFORD HILLS L6 BD SW	\$198,000	Addendum A	
13	Fairfield	1320 North 34th Street	Richmond	23223	10	R-5	Lot					0.056	E000-0875-004	0019.62X0124. 00 0000.000	\$15,000	Addendum A	

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14	<u>WITHDRAWN FROM SALE</u>	2121 Venable Street	Richmond	23223	10	R-63	Lot					0.073	E000-0373-012	0038.30X0082. 74 0000.000	\$20,000	Addendum A	
15	East End Fairmont/ Creighton	1218 North 24th Street	Richmond	23223	10	R-6	Lot					0.059	E000-0559-030	0020.50X0126. 02 0000.059 AC	\$20,000	Addendum A	
16	East End	606 North 29th Street	Richmond	23223	10	R-63	Lot					0.021	E000-0527-021	0014.00X0066. 00 0000.000	\$30,000	Addendum A	
17	<u>WITHDRAWN FROM SALE</u>	816 North 22nd Street	Richmond	23223	10	R-63	Lot					0.044	E000-0373-013	0050.00X0038. 45 0000.000	\$20,000	Addendum A	
18	East End Fairmont/ Creighton	1717 North 21st Street	Richmond	23223	10	R-5	Lot					0.157	E000-0938-021	TATES PLAN L15PT16 B8	\$30,000	Addendum A	
19	Fairfield	1802 North 23rd Street	Richmond	23223	10	R-5	House	2	1	1929	870	0.086	E000-1081-009	0030.00X0124. 15 0000.000	\$39,000	Addendum A	

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20	Oakwood	1007 North 33rd Street	Richmond	23223	10	R-6	House	3	1.5	1962	1845	0.301	E000-0878-021	0101.00X0130.00 0000.000	\$159,000	Addendum A	
	<u>City Surplus</u>																
21	Rosewood/Idlewood	2308 Idlewood Avenue	Richmond	23220	10	R-6	Lot					0.128	W000-1032-040	0122.00X0072.34 IRG0000.000	\$53,000	Addendum A	
22	Fan District 1	1302 Floyd Avenue	Richmond	23220	10	R-6	House	5		1895	3750	0.06	W000-0457-014	0020.97X0125.25 0000.000	\$182,000	Addendum A	
23	Fan District 1	1006 West Franklin	Richmond	23220	10	R-6	House	4		1900	4730	0.097	W000-0470-022	0027.50X0153.08 0000.000	\$233,000	Addendum A	
	<u>Additional Properties</u>																
24	Myers	30 S. South Street	Petersburg	23803	57	R-3	House	3	2	1890	2334	0.07	023-220801	27 X 120	\$40,000	Addendum B	
25	Matoaca	21612 Pannill Street	Chesterfield Co.	23803	54	R-7	Lot					0.178	796609239200000	PANNILL & MAIN STS	\$27,000	Addendum C	

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26	Bermuda	7706 Tappahannock Street	Chesterfield Co.	23237	52	R-7	Lot					0.3	790677197500000	RAYON PARK L 27 TH 30 BK 15	\$33,000	Addendum C	
27	Bermuda	7707 Carter Street	Chesterfield Co.	23237	52	R-7	Lot					0.2	790677979200000	RAYON PARK L 1 TH 3 BK 12	\$33,000	Addendum C	
28	Fairfield	1618, 1626, 1622 Rhudy Street	Henrico Co.	23242	42	R-4	3 Lots					0.93	7997357708, 7997358805, 7997359503		\$12,000	Addendum C	
29	Summer Hill Plaza	2300, 2312, 2314, 2316, 2320, 2409, 2401, 2317, 2313, 2400, 2309 Springs Rd & 3109 Lynhaven Avenue	Richmond	23234	50	R-5	12 Lots					2.63	See Bid Package			Addendum C	
30	Fulton	1201 & 1203 State Street	Richmond	23231	10	R-5	2 Lots					0.47	E0002292001 & E0002292002	L20 B63 0030.00X0110. 00 0000.000 & 0170.00X0110. 00 IRG0000.000	\$9,000	Addendum C	
31	Oakwood	3820 Rear N Street	Richmond	23223	10	R-5	Lot					0.61	E000-1551-007	HABITAT HILLS RESERVED- PARK 0203.34X0094. 11 IRG0000.610 AC	\$10,000	Addendum C	
32	North Highland Park	1609 Pollock Street	Richmond	23222	30	R-6	Lot					0.23	N005-1079-009	HIGHLAND PARK ADD PTSL12-15 BC 0085.24X0120. 00 0000.000	\$25,000	Addendum C	

[illegible]

Lots 1-20 – 2016 City of Richmond Tax Delinquent Sale (Terms & Conditions in Addendum A)

Lot Number 1: 1722 Hickory St.

Property consists of a .08 +/- acre or 3,727 +/- square foot vacant lot. The property is zoned R-53. Tax assessment \$17,000.

Lot Number 2: 2121 Greenwood Avenue

Property consists of a .14 +/- acre or 6,360 +/- square foot vacant lot. The property is zoned R-5. Tax assessment \$22,000.

Lot Number 3: 3612 Griffin Avenue

Property consist of a 3 bedroom, 1 bathroom, 875 +/- square foot single family home. The property is zoned R-5. Tax assessment \$64,000.

Lot Number 4: 3102 1st Avenue

Property consists of a 1 bathroom, 1,430 +/- square foot single family home. The property is zoned R-6. Tax assessment \$65,000.

Lot Number 5: 2010 Albany Avenue

Property consists of a 3 bedroom, 1 bathroom, 1,296 +/- square foot single family home. The property is zoned R-7. Tax assessment \$18,000.

Lot Number 6: 1303 Willis St.

Property consists of a 3 bedroom, 1 bathroom, 720 +/- square foot single family home. The property is zoned R-5. Tax assessment \$24,000.

Lot Number 7: 1801 Jefferson Davis Highway

Property consists of a .25 +/- acre or 11,039 +/- square foot vacant lot. The property is zoned B-3. Tax assessment \$39,000.

Lot Number 8: 2207 Edwards Avenue

Property consists of a 3 bedroom, 1 bathroom, 1,281 +/- square foot single family home. The property is zoned R-5. Tax assessment \$56,000.

Lot Number 9: 2201 Gordon Avenue

Property consists of a 3 bedroom, 1 bathroom, 1,394 +/- square foot single family home. The property is zoned R-5. Tax assessment \$57,000.

Lot Number 10: 3057 Midlothian Tpke.

Property consists of a .09 +/- acre or 4,318 +/- square foot vacant lot. The property is zoned R-5. Tax assessment \$15,000.

Lot Number 11: 3205 Midlothian Tpke.

Property consists of a 2 bedroom, 1 bath, 1,078 +/- square foot single family home. The property is zoned R-5. Tax assessment \$95,000.

Lot Number 12: 8011 Burrundie Dr.

Property consists of a 2 bedroom, 2 bathroom, 1,272 +/- square foot single family home. The property is zoned R-2. Tax assessment \$198,000.

Lot Number 13: 1320 North 34th St.

Property consists of a .05 +/- acre or 2,433 +/- square foot vacant lot. The property is zoned R-5. Tax assessment \$15,000.

Lot Number 14: 2121 Venable St.

Property consists of a .07 +/- acre or 3.169 +/- square foot vacant lot. The property is zoned R-63. Tax assessment \$20,000.

Lot Number 15: 1218 North 24th St.

Property consists of a .05 +/- acre or 2,583 +/- square foot vacant lot. The property is zoned R-6. Tax assessment \$20,000.

Lot Number 16: 606 North 29th St.

Property consists of a .02 +/- acre or 924 +/- square foot vacant lot. The property is zoned R-63. Tax assessment \$30,000.

Lot Number 17: 816 N 22nd St.

Property consists of a .04 +/- acre or 1,923 +/- square foot vacant lot. The property is zoned R-63. Tax assessment \$20,000.

Lot Number 18: 1717 North 21st St.

Property consists of a .15 +/- acre or 6,820 +/- square foot vacant lot. The property is zoned R-5. Tax assessment \$30,000.

Lot Number 19: 1802 North 23rd St.

Property consists of a 2 bedroom, 1 bathroom, 870 +/- square foot single family detached home. The property is zoned R-5. Tax assessment \$39,000.

Lot Number 20: 1007 North 33rd St.

Property consists of a 3 bedroom, 1 ½ bathrooms, 1,845 +/- square foot single family tri-level style home. The property is zoned R-6. Tax assessment \$159,000.

END OF TAX DELIQUENT SALE PORTION

Lots 21 – 23 --- CITY SURPLUS

Lot Number 21: 2308 Idlewood Avenue

Property consists of a .12 +/- acre or 5,596 +/- square foot vacant lot. The property is zoned R-6. Tax assessment \$53,000.

Lot Number 22: 1302 Floyd Avenue

Property consists of a 5 bedroom, 3 bathrooms, 3,750 +/- square foot single family attached row home. The property is zoned R-6. Tax assessment \$182,000.

Do not miss an opportunity to own a home in one of Richmond's most desirable neighborhoods. These homes rarely become available to the market and sell for \$350,000 - \$500,000+ when they do. This property located in the heart of the Fan District is walking distance from virtually every amenity you could have. Just 2 blocks from VCU campus, 3 blocks from Altria Theater, walking distance to many of Richmond's finest restaurants and boutiques, one mile from the famous Hollywood Cemetery and access to the James River, 1.8 miles from the Richmond Coliseum and The National the city's most popular music venue.

Lot Number 23: 1006 West Franklin St.

Property consists of a 4 bedroom, 4 bathrooms, 4,730 +/- square foot single family attached row home. The property is zoned R-6. Tax assessment \$233,000.

Here is your chance to own a property in an area of Richmond that very rarely becomes available to the open market. Home prices in this neighborhood that have sold range from \$450,000 - \$700,000+. Literally walking distance to every amenity one could wish for including many of Richmond's finest dining establishments, 3 blocks from the Altria Theater, a mile from The Richmond Coliseum, and City Center, a mile and a half from The Museum District, two miles from The Diamond home to Richmond's premier baseball team, and close to Byrd Park, Maymont Park, and Monroe Park. Come live in and be a part of the trending Fan District rich with historical significance and a thriving modern culture.

Lot 24: Selling for U.S Bankruptcy Court (Terms & Conditions in Addendum B)**Lot Number 24: 30 S. South Street, Petersburg, VA**

Property consists of a 3 bedroom, 2 full bathroom Single Family attached home with 2,334 square foot of living space. The property is situated on a corner lot and the dimensions of the lot are 27 X 120 or 3,240 square feet. The property is zoned Residential and affords all rights and privileges under the R-3 zoning ordinance which is available for review.

Lots 25-33: Private Seller(s) (Terms & Conditions in Addendum C)

Chesterfield Co.

Lot Number 25: 21612 Pannill Street

Property consists of a .17 +/- acre or 7,754 +/- square foot vacant corner lot. Public water and sewer are available. The property is walking distance to the Appomattox River. Soil studies have been completed and are available.

Lot Number 26: 7706 Tappahannock Street

Property consists of a .3 +/- acre or 12,937 +/- square foot vacant lot located in the Rayon Park subdivision. The lot is zoned residential and affords all rights and privileges within the R-7 zoning ordinance for Chesterfield County.

Lot Number 27: 7707 Carter Street

Property consists of a .2 +/- acre or 8,886 +/- square foot vacant lot located in the Rayon Park subdivision. The lot is zoned residential and affords all rights and privileges under the R-7 zoning ordinance for Chesterfield County.

Henrico Co.

Lot Number 28: 1618, 1626, 1622 Rhudy Street

Property consists of three adjacent lots located in the Martin Annex subdivision. The lots are zoned residential and afford all rights and privileges within the R-4 zoning ordinance for Henrico County. 1618 Rhudy St. is .46 +/- acres or 20,407 +/- square feet. 1622 Rhudy St. is .25 +/- acres or 11,075 +/- square feet. 1626 Rhudy St. is .22 +/- acres or 9,641 +/- square feet.

Richmond City

Lot Number 29: 2300, 2312, 2314, 2316, 2320, 2409, 2401, 2317, 2313, 2400, 2309 Springs Rd & 3109 Lynhaven Avenue

Property consists of 12 adjacent lots which have the potential for development. A preliminary engineered plan has been completed in 2009 and the subdivision was named Summer Hill Plaza. All of the lots are zoned residential and afford all rights and privileges within the R-5 zoning ordinance for the City of Richmond. All of the lots together total approximately 2.63 +/- acres.

Lot Number 30: 1201 & 1203 State Street

Property consists of two adjacent lots located in the Fulton neighborhood. The lots are zoned residential and afford all rights and privileges under the R-5 zoning ordinance for the City of Richmond. 1201 State St. is .07 +/- acres or 3,300 +/- square foot. 1203 State St. is .40 +/- acres or 17,541 +/- square foot.

Lot Number 31: 3820 Rear N Street

Property consists of a .61 +/- acre or 26,572 +/- square foot vacant lot located in the Oakwood neighborhood. The lot is zoned residential and reserved all rights and privileges under the R-5 zoning ordinance for the City of Richmond. The property has been previously used as the Habitat Hills Park.

Lot Number 32: 1609 Pollock Street

Property consists of a .23 +/- acre or 10,229 +/- square foot vacant lot located in the Highland Park Addition subdivision within the North Highland Park neighborhood. The lot is zoned residential and reserves all rights and privileges under the R-6 zoning ordinance for the City of Richmond.

Lot Number 33: 1606 Rowen Avenue

Property consists of a .06 +/- acre or 2,604 +/- square foot vacant lot. The property is zoned residential multifamily and affords all the rights and privileges within the R-73 zoning ordinance for the City of Richmond.

Bidder Form



BIDDER REGISTRATION FORM



Property Address _____ Bidder # _____

Full Name _____

If Purchasing for a Company, Give Company Name _____

FOR CURRENT AUCTION INFORMATION: **e-mail address:** _____

Street Address _____

City & State _____ Zip Code _____

Area Code & Telephone: _____

Daytime _____ Home _____ Cell _____ Fax _____

Driver's License # _____ Sales Tax Exemption # _____

How did you hear about our sale?

Currently on List		Flyer		Friend		Walk In/Drive By	
Newspaper		Trade Publication		E-mail		Internet	
Sign		Radio		Other			

Mailing List Interests

CURRENTLY ON LIST		CONSTRUCTION		AUTOMOBILES		SURPLUS	
ANTIQUE/ART		TRUCKS		MARINE EQUIPMENT		RESTAURANT	
HOUSEHOLD		MACHINERY		UTILITY EQUIPMENT		OFFICE SUPPLY	
COLLECTIBLES		WOODWORKING		DRILLING EQUIPMENT		REAL ESTATE	

I personally guarantee payment and personally agree to and understand all of the terms and conditions of this auction as set forth in the Bid Package or from the auction stand. Prior to the start of bidding, I have had the opportunity to inspect the Property and all public records related thereto, and to review with an attorney all documents related to the Property, including this Bidder Registration Form. I further understand that I am liable for payment of all real estate purchased on my Bidder Number and that Motley's Auctions, Inc. has the right to pursue the legal means necessary to collect any funds due and that I am personally liable for any costs incurred in the collection of said funds (i.e., expenses of re-auctioning the property, any deficit realized on a re-sale from the original selling price, any commission to Motley's Auctions, Inc., the original sales price, Buyer's Premium, and deposits paid plus any attorney's fees, court costs, and all incidental damages or charges involved). I irrevocably submit to the jurisdiction of the Circuit Court of the County of Henrico, Virginia, for all actions brought by Motley's Auctions, Inc. to collect any sum due under this agreement. I agree that any other dispute arising out of this auction sale shall be resolved solely by final and binding arbitration held in the City of Richmond, Virginia, under the Real Estate Industry Arbitration Rules of the American Arbitration Association. Bidders and purchaser acknowledge that disclosure of the brokerage relationship, if any was made to them by the signing of this form. Motley's Auctions, Inc. and Motleys Asset Disposition Group are agents for the Seller. Payment must be in the form of Cash, Money Order, Cashier's Check or Personal/Company Check, accompanied by Bank Letter of Guarantee, in order to register.

Print Name: _____ Sign Name: _____ (Date) _____

If represented by a Broker, Broker must sign below on the day of Auction with Client.

Buyer's Agent
Print Name: _____ Buyer's Agent
Sign Name: _____ (Date) _____

PRINT NAME (S) AS IT IS TO APPEAR ON THE "PURCHASE AGREEMENT OF SALE":

REMIT TO: smarinoff@svn.com

Broker Form

BROKER PARTICIPATION ACKNOWLEDGMENT FORM

REMIT TO: MOTLEYS ASSET DISPOSITION GROUP
3600 Deepwater Terminal Road
Richmond, VA 23234

Phone: (804) 232-3300
Email: smarino@svn.com
Fax: (804) 232-3301

AUCTION DATE _____

AUCTION PROPERTY ADDRESS _____

BUYER NAME _____

BUYER ADDRESS _____

BUYER PHONE # _____

It is understood and agreed that the Broker commission structure will be based on the stated Terms and Conditions of sale of the above referenced auction and that said commission will be based on the successful high bid (the Hammer Price)* on the property. Commission is to be paid only to the licensed Real Estate Broker named herein upon closing, where permitted by law, if the above named Buyer is the high bidder at auction and the subject property is sold to the same buyer. Only the first registration of a prospective bidder received will be honored. Brokers/Real Estate Agents may not represent themselves as a buyer. The intent of this broker co-op arrangement is to encourage Realtors to find potential purchasers for the auction. Persons not originally represented by a Broker who have contacted the auction and requested information will be ineligible for subsequent broker co-op. **BROKER PARTICIPATION FORMS MUST BE RECEIVED 24 HOURS PRIOR TO AUCTION!** A 3% Broker Participation Fee will be paid to brokers who represent the winning bidder on the property, if broker complies with all the terms and conditions of this agreement and the sale. In the event a commission reduction is required to consummate a sale, Motley's reserves the right to proportionately reduce the commission. For a Broker Participation fee to be paid & be qualified, the high bid of the property must be \$20,000.00 or higher.

Brokers must be present at the auction and assist their Buyers during the auction, in which their Buyers are the successful bidders, and in the preparation of the agreement of sale to receive said commission. No commission will be paid to Brokers on any sale to an entity of which (or any affiliate of which) they are principals, employees or affiliates, or immediate family members. No Broker Acknowledgment Forms will be accepted at the auction site.

Broker Name Printed _____ Agent Name Printed _____

Broker Signature _____ Date _____ Agent Signature _____ Date _____

Broker License No. _____ Agent License No. _____

Real Estate Agency _____

Real Estate Agency's Address _____

Phone: _____ Fax: _____

Prospective Buyer(s) Signature _____ Date _____

RECEIVED BY: MOTLEYS ASSET DISPOSITION GROUP

Motley's Representative: _____ Date: _____ Time: _____

*High bid is defined as purchase price less Buyer's Premium, if applicable, or the Hammer Price.

BROKER PARTICIPATION FORMS MUST BE RECEIVED 24 HOURS PRIOR TO AUCTION!

Terms & Conditions

TERMS AND CONDITIONS FOR THIS AUCTION

2016 City of Richmond Tax Delinquent & Property Sale

(Applies to Lots 1-23) – Document known as Addendum A

- Registration:** All bidders shall be required to certify, by affidavit, that he or she does not own, directly or indirectly, any real estate with an outstanding Notice of Violation under the local environmental, zoning or building code or outstanding real estate or other taxes to the City of Richmond. In the event the tax delinquent property is subject to a Notice of Violation under the Virginia Uniform Statewide Building Code, City Zoning Code or Environmental Codes, the bidder shall be required to submit a written work schedule and plan to abate all violations, which shall be approved by the appropriate department, in its sole discretion. The acceptance of the bid by the Special Commissioner shall not be construed as limiting any powers vested in the City. The successful bid is subject to confirmation by the aforementioned Circuit Court pursuant to Section 58.1-3969 of the Code of Virginia. Settlement shall occur at the time of the confirmation by the Circuit Court; otherwise Special Commissioner may forfeit deposit and avail themselves of any other legal or equitable right against the defaulting Purchaser, including costs of resale and any deficiency resulting from resale. Special Commissioner's Properties are sold subject to Court Confirmation. Successful bidders are required to provide Social Security numbers at the fall of the hammer. Additional terms may be announced at sale. Registration will begin at 3 PM EST on Sale Day (August 23, 2016) and the sale will start at 4 PM EST.
- Deposit Amount:** Registered bidders must present on auction day an initial deposit of \$2,500 or 20% of the high bid, whichever is greater. Deposit must be cash, certified or cashier's check made payable to Motleys Asset Disposition Group. The deposit may also be made by personal/company check accompanied by an irrevocable letter of guarantee with the current date on bank letterhead. *Sample Bank Letter: "This irrevocable letter of guarantee will guarantee checks made payable to Motleys Asset Disposition Group and is issued to _____ (customer's name) who is a customer of this bank. This bank will guarantee unconditional payment to Motleys Asset Disposition Group on account # _____ up to the amount of \$ _____."*
- Buyers Premium:** A Buyer's Premium of ten percent (10%) will be added to the high bid and included in the total selling price paid by the buyer.
- Closing:** All properties are being sold subject to court confirmation. **Court hearing for confirmation is anticipated to occur October 31, 2016. The balance of purchase price and "required documents" are due on or by close of business on September 30, 2016.** Closing is to occur after court confirmation. Upon settlement, buyer will be provided a Special Warranty Deed or a Special Commissioner's Deed upon court confirmation for the property with adjustment of real property taxes made as of the date of sale and all fees and prorated taxes to be paid by Purchaser. Risk of loss shall be upon Purchaser from time of confirmation by the Circuit Court. **TIME IS OF THE ESSENCE.**
- Broker Co-op:** A three percent (3%) Broker Participation Fee will be paid to brokers who represent the winning bidder on the property. Broker participation forms must be received 24 hours prior to auction. Please see Broker Participation Form for full details. For a Broker Participation fee to be paid & be qualified, the high bid of the property must be \$20,000.00 or higher.

Auctioneer's Authority on Bidding Procedures and Bidding:

Bidding Procedures: Open and verbal. Announcements made on the day of the auction will take precedence over all printed material or oral statements made. (1) Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. (2) The auctioneer reserves the right to delete or add additional properties at his discretion. (3) Auctioneer may act to protect the seller's reserve, as an agent of the seller, by bidding through the auctioneer. (4) The auctioneer may open bidding on any property below the reserve by placing a bid on behalf of the seller. (5) The auctioneer may continue to bid on behalf of the seller up to the amount of the reserve, either by placing consecutive bids or by placing bids in response to other bidders. The auctioneer shall have absolute and sole discretion in the order and conduct of the auction. The auctioneer has the authority, at his sole and absolute discretion, to deviate from, change, alter, or modify, the bidding procedures and conduct of the auction at any time including after commencement of the auction.

Bidding: All Bidding is open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale the term "the final bid" means the highest bid acknowledged by the auctioneer, and the term "purchase

price" means the sum of the final bid and the buyer's premium. The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid or raise any bid which, in his opinion, is not commensurate with the value of the property being offered. The auctioneer may advance the bidding at his absolute discretion and, in the event of any dispute between bidders, may determine the successful bidder or re-offer and resell the property in dispute. Should there be any dispute after the sale; record of final sale shall be conclusive.

Bidder's Card: All Bidders are required to have a Bidder's Number to bid. To obtain a Bidder's Number, a registration form must be filled out giving full name, address and phone number. This information must be verified by proper identification. Evidence of correct form of deposit must be made in order to register at the auction.

Bid Execution: Bids which are submitted to Auctioneer in writing or otherwise left with Auctioneer prior to an auction (Order Bids) for execution at or below a specified price shall be entertained and executed by Auctioneer for the convenience of bidders. Auctioneer shall not be responsible for failing to execute such bids or for errors relating to the execution of such bids.

Buyer's Premium: A 10% buyer's premium shall be paid by the Buyer and will be added to the final bid on the property.

Example:	High bid on property is:	\$100,000
	Add 10% buyer's premium:	<u>+ 10,000</u>
	Total on Sales Contract:	\$110,000

Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including the Grantor's Tax. Real estate taxes, water and sewer charges, if any, will be prorated as of the date of closing.

Title: Title to the offered property shall pass to the buyer at formal settlement.

Possession: Possession shall be delivered at the time of confirmation of the bid by the Court and recordation of the deed. If said premises are tenanted or subject to a tenancy in whole or in part at the time of final settlement, possession shall be delivered subject to such tenancy.

Financing: Sale of the property is not contingent upon the buyer obtaining financing.

Acknowledgement of Code Violations: The Buyer acknowledges that by purchasing the Property he/she assumes responsibility for abatement of building, environmental, zoning or other City Code violations that may exist on the Property and agrees to contact the appropriate City Department within sixty (60) days of the purchase of the Property to provide an abatement plan for any Code violations.

Default by Buyer: Should Buyer fail to make settlement as provided in this Agreement, Buyer shall be deemed in default and the Buyer's Deposit may be retained by Seller, either on account of the purchase money or as compensation for the damages and expenses Seller has incurred, as Seller shall elect. In the latter event, Seller's and Auction Firm's liability hereunder to Buyer shall absolutely cease. In the alternative, Seller may resort to any other action or remedy in law or equity that may be available, including legal action to collect the costs of resale and any deficiency resulting from resale. Upon default by the Buyer, Seller shall forward funds paid to the Seller by the Buyer, or some portion thereof, to Motley's to satisfy any obligations owed to Motley's.

Conditions of Default: If any conditions contained herein are not complied with by the buyer, Auctioneer may, in addition to asserting all remedies available by law, including the right to hold defaulting buyer liable for the purchase price, either, a) cancel the sale, retaining as liquidated damages any payment made by such buyer, b) resell the property without reserve at public auction or privately on seven days' notice to such buyer, or c) take such other action as it deems necessary or appropriate. If Auctioneer resells the property, the original defaulting buyer shall be liable for the payment of any deficiency between the purchase price and all costs and expenses, the expenses of both sales, reasonable attorney's fees, commissions, incidental damages and all other charges due hereunder. In any event; the buyer's, earnest money deposit will be retained by Auctioneer as liquidated damages.

State Laws: The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the state in which the auction is held. By bidding at an auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have consented to the jurisdiction of the courts of such state and the federal courts sitting in such state.

Real Estate Brokers/Agents/Auctioneers: A fee equal to a specified commission calculated on the successful purchaser's final bid (not including any Buyer's Premium), will be paid (where allowed by law) to any qualified broker/auctioneer who is duly licensed in the state where the property is located, and whose properly registered client successfully buys and closes on the property. To qualify for a commission, the licensed broker/agent must first register the prospective bidder by mail or fax, (804) 232-3301 on Motley's Broker Participation Acknowledgment Form, with Motleys Asset Disposition Group, 3600 Deepwater Terminal Rd Richmond, VA 23234. Registration letters must be countersigned by the prospect and include the broker's and agent's or auctioneer's license number, identification of the property, any agency disclosure statements, the letter and participation acknowledgment form. All forms, letters and statements must be received no later than 5:00 P.M. one day (24 Hours) prior to the auction. In addition, agents/auctioneers must also attend with and register their prospects at the auction.

Inspection: All property is sold "As Is, With All Faults." Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Auctioneer disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. For residences built prior to 1978, buyer waives the right to a 10-calendar-day opportunity to conduct a risk assessment or inspection for the presence of Lead-Based Paint and/or Lead-Base Paint Hazards. Square footage dimensions and acreage are approximate and should be independently verified prior to bidding. Auctioneer, its agents and subagents, and the sellers assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. Although information has been obtained from sources deemed reliable, the auctioneer makes no guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials.

Megan's Law Disclosure: Purchaser(s) should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered. Such information may be obtained by contacting your local police department or the Department of State Police.

Should any terms set forth in these Terms and Conditions be inconsistent with the terms of the Purchase Agreement to be executed by the successful bidder, the terms of the Purchase Agreement shall control.

Online Bidding (When & Where Available) ONLINE BIDDING REGISTRATION AND DEPOSIT MUST BE COMPLETED BY AUGUST 19, 2016 BY 4:00 PM EST.

Online Bidding: PRIOR TO **AUGUST 19, 2016 BY 4:00 PM EST**, bidders must do one of the following:

- Provide a MasterCard, Visa or Discover credit card with open credit of \$2,500.00 for each Property you wish to bid on. Agreeing to the terms is authorization to place a hold on a major credit card. A 3% handling charge is to be added.
- Deliver cash, certified or cashier's check \$2,500.00 for each Property you wish to bid on, made payable to Motleys Asset Disposition Group; or
- Wire funds to Motleys Asset Disposition Group (email info@motleys.com for wire information)

To obtain a Bidder's Number/Username, a registration form must be filled out giving full name, address and phone number (and deposit must be received as described above). Visit motleys.com to obtain.

Prior to Bidding: All Online Bidders must complete an online bidder's sworn affidavit (a draft of the document is available in bid package), using the selected online notary service. A notary service fee will be charged and must be paid by the bidder using a credit card at the time of service.

Bid Execution: Bids are also accepted live / in person in addition to the Internet. Motleys is not responsible for failing to execute bids due to bidder's technological difficulties.

Technical Problems: Motleys has made reasonable efforts to provide for online bidding for this sale. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the sale website, our online bidding program and process, your or our internet service and access, and your connection to this sale bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in anyway responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this sale in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right to postpone or cancel the sale and/or extend the bidding time for this sale and/or relist the property for sale at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final. Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

TERMS AND CONDITIONS FOR THIS AUCTION

SALE ORDERED BY U.S. BANKRUPTCY COURT

(Applies to Lot 24) — Document Known as Addendum B

Deposit Amount:

Live Bidding, when available: Registered live bidders must present on sale day an initial deposit of \$2,500.00. Deposit must be cash, certified or cashier's check made payable to Motleys Asset Disposition Group.

Online Bidding: PRIOR TO BIDDING, bidders must do one of the following:

- Provide a MasterCard, Visa or Discover credit card with open credit of \$2,500.00, done by 4 PM on August 19, 2016.
- Agreeing to the terms is authorization to place a hold on a major credit card. A 3% handling charge is to be added.
- Deliver cash, certified or cashier's check \$2,500.00 made payable to Motleys Asset Disposition Group; or
- Wire funds to Motleys Asset Disposition Group

If initial deposit is less than 10% of the high bid, then winning bidder's deposit MUST be increased to 10% of the high bid by cashier's check or wired funds within 3 business days.

Buyer's Premium:

A Buyer's Premium of ten percent (10%) OR \$2,500, whichever is greater, will be added to the high bid for the real property and included in the total selling price paid by the buyer. For example, if the successful bid on a given property is \$100,000, the ten percent buyer's premium will equal \$10,000, and the purchase price for the property will be \$110,000.

Broker Co-op:

Broker Co-op: Motleys will pay up to a three percent (3%) Broker Participation Fee (based on successful bid and not including applicable buyer's premium) to broker representing the winning bidder on the real property. Broker participation forms must be received 24 hours prior to sale. For a Broker Participation fee to be paid & be qualified, the high bid of the property must be \$20,000.00 or higher.

Live bidding, when available: In addition to the required registration, agent/broker must also attend with and register their prospects at the sale.

Online Bidding: To qualify for a Broker Participation Fee, the licensed broker/agent must first register the prospective bidder online and include the broker's and agent's license number, identification of the property, and any agency disclosure statements.

To qualify for a Broker Participation Fee, the licensed broker/agent must first register the prospective bidder by mail, email (smarinoff@svn.com) or fax, (804) 232-3301 on Motley's Broker Participation Acknowledgment Form, with MOTLEYS ASSET DISPOSITION GROUP, 3600 Deepwater Terminal Rd Richmond, VA 23234. Registration letters must be countersigned by the prospect and include the broker's and agent's or Motleys license number, identification of the property, any agency disclosure statements, the letter and participation acknowledgment form. Please see Broker Participation Form for full details.

SPECIAL NOTE:

Brokers must be present at the sale and assist their Buyers during the sale (if applicable), in which their Buyers are the successful bidders, and in the preparation of the agreement of sale to receive said commission. No commission will be paid to Brokers on any sale to an entity of which (or any affiliate of which) they are principals, employees or affiliates, or immediate family members. No Broker Acknowledgment Forms will be accepted at the sale site.

Closing: TIME IS OF THE ESSENCE WITH RESPECT TO ALL CLOSINGS!

The successful buyer must sign all documents and contracts in the time referenced below and will be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur on or before September 29, 2016, unless otherwise specified in the Purchase Agreement. Buyer acknowledges and agrees that time is of the essence. Said premises are to be conveyed by Marketable Deed from all owners of record and free and clear of all liens. If you are the successful bidder, you will be required to sign a purchase and sale agreement or similar agreement

or document and other necessary documents in the form established by Motleys, within 1 hour after the close of sale. The terms of the Purchase Contract are expressly not negotiable and the Purchase Contract must be signed in the name of the high bidder and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Motleys in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the high bidder's sale of the property must be completed. Copies of some or all of these documents are available on Motleys website or may be obtained from Motleys, and it is your responsibility to obtain, read, and understand the provisions of any such documents before bidding at this sale.

Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including the Grantor's and Grantee's Tax. Real estate taxes, rents, water and sewer charges, if any, will be prorated as of the date of closing. Successful bidders must pay all wire transfer fees. Sale of the property is not contingent upon the buyer obtaining financing.

Bidding:

All Bidding is open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale, the term "the final bid" means the highest bid acknowledged by Auctioneer, and the term "purchase price" means the sum of the final bid and the applicable buyer's premium. The highest bidder acknowledged by the Auctioneer at the end of the bidding on a given lot shall be the buyer of that lot. The Auctioneer has the right to reject any bid or raise any bid which, in his opinion, is not commensurate with the value of the property being offered. The Auctioneer may advance the bidding at his absolute discretion and, in the event of any dispute between bidders, may determine the successful bidder or re-offer and resell the property in dispute. Should there be any dispute after the sale; the record of final sale shall be conclusive. Please be advised there is a gravesite on the property and family of the deceased does have access to the gravesite.

Extended Bidding Time:

Notwithstanding the scheduled closing time for this sale, in the event that a bid is made at any time during the final five (5) minutes of the scheduled bidding time, the bidding time will automatically be extended. Subsequent and additional extensions shall be applied to any and all bids placed during any such extension period until an extension period has expired without additional bids being placed, at which time the bidding time, as extended, shall be closed.

Bidder's Number: All Bidders are required to have a Bidder's Number to bid.

Live Bidding, when available: To obtain a Bidder's Number, a registration form must be filled out giving full name, address and phone number. This information must be verified by proper identification. Evidence of correct form of deposit must be made in order to obtain a Bidder's Number.

Online Bidding: To obtain a Bidder's Number, a registration form must be filled out giving full name, address and phone number (and deposit must be received as described above).

Bid Execution:

Live Bidding, when available: Bids which are submitted to Motleys in writing or otherwise left with Motleys prior to an sale (Order Bids) for execution at or below a specified price shall be entertained and executed by Motleys for the convenience of bidders. Motleys shall not be responsible for failing to execute such bids or for errors relating to the execution of such bids.

Online Bidding: Bids are also accepted online. Motleys is not responsible for failing to execute bids due to bidder's technological difficulties.

Technical Problems:

Online Bidding: Motleys has made reasonable efforts to provide for online bidding for this sale. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the sale website, our online bidding program and process, your or our internet service and access, and your connection to this sale bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in anyway responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this sale in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree

that, in the event of any such technical problems, we reserve the right to postpone or cancel the sale and/or extend the bidding time for this sale and/or relist the property for sale at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final. Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

Offer Acceptance:

All offers/high bids are subject to Seller/Lender/Bankruptcy Court Approval. Motleys will inform the high bidder once the offer/high bid has been considered.

Conditions of Default:

If successful bidder defaults in making settlement, the deposit paid by that defaulting successful bidder shall be forfeited and applied to the costs and expenses of the sale and then to the balance due under the applicable note, and the property purchased by such defaulting successful bidder may either be resold at the risk and expense of such party, or Trustee may accept the next highest available bid at the sale. Such defaulting successful bidder shall be liable personally for any deficiency resulting from the resale of the property it purchased at a lower price as well as for all costs, expenses, and attorneys' fees in connection with such resale. The forfeiture of such deposit shall not limit any rights or remedies of Trustee with respect to any such default.

Controlling Law:

The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the sale shall be governed and interpreted by the laws of the Commonwealth of Virginia. By bidding at the sale, whether present in person or by agent, written bid, telephone, online or other means, the bidder shall be deemed to have consented to the jurisdiction of the state and federal courts of the Commonwealth of Virginia.

Inspection:

All property is being sold "where is," "as is," "with all faults," with no representations or warranties of any sort except the special warranty to be included in the deed to the real property. Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Motleys disclaim all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property to their satisfaction. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. Motleys and their agents and subagents assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. Although information has been obtained from sources deemed reliable, Motleys makes no guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials.

Release:

The successful bidder must agree to release any and all claims or causes of action it may have against beneficiary and Motleys (or the employees or agents of either of them) relating in any way to (a) the sale, (b) the property offered for sale, (c) any condition or aspect of such property that may not be in compliance with any federal, state, or local law, regulation, or ruling including, without limitation, any laws, regulations, and rulings relating to environmental contamination or hazardous waste, and/or (d) any documents, reports, complications, financial statements, projections, surveys, or any other documents delivered to such successful bidder by Motleys, and/or the beneficiary, or the agents or employees of either of them (collectively, the "Accommodation Documents"). The successful bidder must acknowledge and agree that the beneficiary, Motleys, and the agents or employees of any of them have not made and do not make and have disclaimed any and all representations or warranties regarding the truth, accuracy, or completeness of any of the documents provided the successful bidder relating to the property purchased or the sources thereof and that such documents were provided solely as an accommodation to such successful bidder.

Governmental Authorizations:

The successful bidder for the real property will be responsible for obtaining, at its expense, the approval for any license, privilege, permit, or right necessary to improve, renovate, and/or develop the real property, or to construct, improve, and/or alter any improvements on the real property, and such successful bidder will be responsible for the fulfillment of any conditions imposed or

required for such approvals. The sale will be final whether or not any such approvals are obtained of any necessary or desirable licenses, permits, privileges, or rights.

Megan's Law Disclosure:

Interested parties should exercise whatever due diligence they deem necessary with respect to information on registered sexual offenders who might live near a property being offered for sale. Such information may be obtained by contacting your local police department or the Department of State Police.

TERMS AND CONDITIONS FOR THIS AUCTION

(Applies to Lots 25-33) — Document Known as Addendum C

Deposit Amount:

Live Bidding, when available: Registered live bidders must present on sale day an initial deposit of \$2,500.00 for each offering. Deposit must be cash, certified or cashier's check made payable to Motleys Asset Disposition Group.

Online Bidding: PRIOR TO BIDDING, bidders must do one of the following:

- Provide a MasterCard, Visa or Discover credit card with open credit of \$2,500.00 for each offering, done by 4 PM on August 19, 2016.
- Agreeing to the terms is authorization to place a hold on a major credit card. A 3% handling charge is to be added.
- Deliver cash, certified or cashier's check \$2,500.00 for each offering made payable to Motleys Asset Disposition Group; or
- Wire funds to Motleys Asset Disposition Group

If initial deposit is less than 10% of the high bid, then winning bidder's deposit MUST be increased to 10% of the high bid by cashier's check or wired funds within 3 business days.

Buyer's Premium:

A Buyer's Premium of ten percent (10%) OR \$2,500, whichever is greater, will be added to the high bid for the real property and included in the total selling price paid by the buyer. For example, if the successful bid on a given property is \$100,000, the ten percent buyer's premium will equal \$10,000, and the purchase price for the property will be \$110,000.

Broker Co-op:

Broker Co-op: Motleys will pay up to a three percent (3%) Broker Participation Fee (based on successful bid and not including applicable buyer's premium) to broker representing the winning bidder on the real property. Broker participation forms must be received 24 hours prior to sale. For a Broker Participation fee to be paid & be qualified, the high bid of the property must be \$20,000.00 or higher.

Live bidding, when available: In addition to the required registration, agent/broker must also attend with and register their prospects at the sale.

Online Bidding: To qualify for a Broker Participation Fee, the licensed broker/agent must first register the prospective bidder online and include the broker's and agent's license number, identification of the property, and any agency disclosure statements.

To qualify for a Broker Participation Fee, the licensed broker/agent must first register the prospective bidder by mail, email (smarinoff@svn.com) or fax, (804) 232-3301 on Motley's Broker Participation Acknowledgment Form, with MOTLEYS ASSET DISPOSITION GROUP, 3600 Deepwater Terminal Rd Richmond, VA 23234. Registration letters must be countersigned by the prospect and include the broker's and agent's or Motleys license number, identification of the property, any agency disclosure statements, the letter and participation acknowledgment form. Please see Broker Participation Form for full details.

SPECIAL NOTE:

Brokers must be present at the sale and assist their Buyers during the sale (if applicable), in which their Buyers are the successful bidders, and in the preparation of the agreement of sale to receive said commission. No commission will be paid to Brokers on any sale to an entity of which (or any affiliate of which) they are principals, employees or affiliates, or immediate family members. No Broker Acknowledgment Forms will be accepted at the sale site.

Closing: TIME IS OF THE ESSENCE WITH RESPECT TO ALL CLOSINGS!

The successful buyer must sign all documents and contracts in the time referenced below and will be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur on or before September 29, 2016, unless otherwise specified in the Purchase Agreement. Buyer acknowledges and agrees that time is of the essence. Said premises are to be conveyed by Marketable Deed from all owners of record and free and clear of all liens. If you are the successful bidder, you will be required to sign a purchase and sale agreement or similar agreement

or document and other necessary documents in the form established by Motleys, within 1 hour after the close of sale. The terms of the Purchase Contract are expressly not negotiable and the Purchase Contract must be signed in the name of the high bidder and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Motleys in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the high bidder's sale of the property must be completed. Copies of some or all of these documents are available on Motleys website or may be obtained from Motleys, and it is your responsibility to obtain, read, and understand the provisions of any such documents before bidding at this sale.

Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including the Grantor's and Grantee's Tax. Real estate taxes, rents, water and sewer charges, if any, will be prorated as of the date of closing. Successful bidders must pay all wire transfer fees. Sale of the property is not contingent upon the buyer obtaining financing.

Bidding:

All Bidding is open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale, the term "the final bid" means the highest bid acknowledged by Auctioneer, and the term "purchase price" means the sum of the final bid and the applicable buyer's premium. The highest bidder acknowledged by the Auctioneer at the end of the bidding on a given lot shall be the buyer of that lot. The Auctioneer has the right to reject any bid or raise any bid which, in his opinion, is not commensurate with the value of the property being offered. The Auctioneer may advance the bidding at his absolute discretion and, in the event of any dispute between bidders, may determine the successful bidder or re-offer and resell the property in dispute. Should there be any dispute after the sale; the record of final sale shall be conclusive. Please be advised there is a gravesite on the property and family of the deceased does have access to the gravesite.

Extended Bidding Time:

Notwithstanding the scheduled closing time for this sale, in the event that a bid is made at any time during the final five (5) minutes of the scheduled bidding time, the bidding time will automatically be extended. Subsequent and additional extensions shall be applied to any and all bids placed during any such extension period until an extension period has expired without additional bids being placed, at which time the bidding time, as extended, shall be closed.

Bidder's Number: All Bidders are required to have a Bidder's Number to bid.

Live Bidding, when available: To obtain a Bidder's Number, a registration form must be filled out giving full name, address and phone number. This information must be verified by proper identification. Evidence of correct form of deposit must be made in order to obtain a Bidder's Number.

Online Bidding: To obtain a Bidder's Number, a registration form must be filled out giving full name, address and phone number (and deposit must be received as described above).

Bid Execution:

Live Bidding, when available: Bids which are submitted to Motleys in writing or otherwise left with Motleys prior to an sale (Order Bids) for execution at or below a specified price shall be entertained and executed by Motleys for the convenience of bidders. Motleys shall not be responsible for failing to execute such bids or for errors relating to the execution of such bids.

Online Bidding: Bids are also accepted online. Motleys is not responsible for failing to execute bids due to bidder's technological difficulties.

Technical Problems:

Online Bidding: Motleys has made reasonable efforts to provide for online bidding for this sale. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the sale website, our online bidding program and process, your or our internet service and access, and your connection to this sale bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in anyway responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this sale in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree

that, in the event of any such technical problems, we reserve the right to postpone or cancel the sale and/or extend the bidding time for this sale and/or relist the property for sale at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final. Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

Offer Acceptance:

All offers/high bids are subject to Seller Approval. Motleys will inform the high bidder once the offer/high bid has been considered.

Conditions of Default:

If successful bidder defaults in making settlement, the deposit paid by that defaulting successful bidder shall be forfeited and applied to the costs and expenses of the sale and then to the balance due under the applicable note, and the property purchased by such defaulting successful bidder may either be resold at the risk and expense of such party, or Trustee may accept the next highest available bid at the sale. Such defaulting successful bidder shall be liable personally for any deficiency resulting from the resale of the property it purchased at a lower price as well as for all costs, expenses, and attorneys' fees in connection with such resale. The forfeiture of such deposit shall not limit any rights or remedies of Trustee with respect to any such default.

Controlling Law:

The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the sale shall be governed and interpreted by the laws of the Commonwealth of Virginia. By bidding at the sale, whether present in person or by agent, written bid, telephone, online or other means, the bidder shall be deemed to have consented to the jurisdiction of the state and federal courts of the Commonwealth of Virginia.

Inspection:

All property is being sold "where is," "as is," "with all faults," with no representations or warranties of any sort except the special warranty to be included in the deed to the real property. Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Motleys disclaim all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property to their satisfaction. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. Motleys and their agents and subagents assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. Although information has been obtained from sources deemed reliable, Motleys makes no guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials.

Release:

The successful bidder must agree to release any and all claims or causes of action it may have against beneficiary and Motleys (or the employees or agents of either of them) relating in any way to (a) the sale, (b) the property offered for sale, (c) any condition or aspect of such property that may not be in compliance with any federal, state, or local law, regulation, or ruling including, without limitation, any laws, regulations, and rulings relating to environmental contamination or hazardous waste, and/or (d) any documents, reports, complications, financial statements, projections, surveys, or any other documents delivered to such successful bidder by Motleys, and/or the beneficiary, or the agents or employees of either of them (collectively, the "Accommodation Documents"). The successful bidder must acknowledge and agree that the beneficiary, Motleys, and the agents or employees of any of them have not made and do not make and have disclaimed any and all representations or warranties regarding the truth, accuracy, or completeness of any of the documents provided the successful bidder relating to the property purchased or the sources thereof and that such documents were provided solely as an accommodation to such successful bidder.

Governmental Authorizations:

The successful bidder for the real property will be responsible for obtaining, at its expense, the approval for any license, privilege, permit, or right necessary to improve, renovate, and/or develop the real property, or to construct, improve, and/or alter any improvements on the real property, and such successful bidder will be responsible for the fulfillment of any conditions imposed or

required for such approvals. The sale will be final whether or not any such approvals are obtained of any necessary or desirable licenses, permits, privileges, or rights.

Megan's Law Disclosure:

Interested parties should exercise whatever due diligence they deem necessary with respect to information on registered sexual offenders who might live near a property being offered for sale. Such information may be obtained by contacting your local police department or the Department of State Police.

Purchase Agreement (Draft)

**SPECIAL COMMISSIONER'S
PURCHASE AGREEMENT OF SALE – LOTS 1-23**

THIS AGREEMENT made this 23rd day of August 2016, between

_____ ("Buyer(s)") whose address is

_____; and **GREGORY LUKANUSKI**, Special Commissioner for the City of Richmond, whose address is 900 East Broad Street, Suite 300, Richmond, Virginia 23219 (the "Seller"); and **MOTLEYS ASSET DISPOSITION GROUP** (the "Auction Firm").

In consideration of the full purchase price/deposit in the amount of \$_____ in cash or certified funds, receipt of which is acknowledged, the Buyer agrees to buy and the Seller agrees, **subject to confirmation by the Circuit Court of the City of Richmond**, to sell for the sum of _____ Dollars (\$_____), calculated as the high bid of \$_____ plus \$_____ buyer's premium, all that certain parcel of land together with all improvements thereon (the "Property") described as follows:

ADDRESS:

Richmond, Virginia

Map Ref. No.

DEED AND TITLE. Said premises are to be conveyed by Special Commissioner's Deed from the Seller. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority now in force or which may be passed prior to final settlement, under the following terms and conditions:

1. **DEPOSIT.** A deposit (the “Buyer’s Deposit”) shall be paid by the Buyer in the form of a cashier’s check or cash, which shall be applied to the purchase price upon confirmation of the bid by the Court. The Buyer’s Deposit shall be held by Motleys Asset Disposition Group (Motley’s) in an interest bearing escrow account with all interest accruing to the benefit of the escrow agent and forwarded to the Seller prior to settlement.

2. **BALANCE OF PURCHASE PRICE AT SETTLEMENT.** The balance of the purchase price shall be paid in cash at the time of final settlement. Final settlement shall take place at such date and time as determined by the Special Commissioner.

3. **COMMISSIONS.** Buyer acknowledges and understands that the Buyer's Premium on the sale is a commission to the Auction Firm and is deemed earned by the Auction Firm when this Agreement is accepted. The Buyer's Premium shall be paid to Auction Firm at Settlement.

4. **TITLE.** If title, in accordance with this Agreement, cannot be conveyed by the Seller, Buyer shall have as his/her/its sole remedy repayment of all money paid on account of the purchase price. Seller's and Auction Firm's liability hereunder to the Buyer shall absolutely cease.

5. **APPORTIONMENTS.** Real estate taxes, water charges, sewer charges, current property rent, condominium or POA fees, and other charges, if any, shall be apportioned to the date of confirmation of the bid by the court.

6. **POSSESSION.** Possession shall be delivered at the time of confirmation of the bid by the Court and recordation of the deed. If said premises are tenanted or subject to a tenancy in whole or in part at the time of final settlement, possession shall be delivered subject to such tenancy.

7. **TRANSFER TAXES.** The Buyer shall pay all state, county, city and local transfer taxes imposed upon this sale, including the Grantor's Tax.

8. **WORK DONE OR ORDERED.** Seller shall not be liable for any work done or ordered to be done after the date of confirmation by the Court by any municipal or other public authority, or for any notice issued after the date of confirmation by the Court by any municipal or other public authority, upon or about said premises. Buyer agrees to take title subject to any lien that may be recorded as a result of any of the foregoing and to any such notice issued after the date of confirmation by the Court.

9. **PREPARATION OF DOCUMENTS.** This deed shall be prepared by Seller at Seller's expense and acknowledged and recorded at the expense of Buyer. Buyer shall pay all title searches requested by the Buyer, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.

10. **DEFAULT BY BUYER.** Should Buyer fail to make settlement as provided in this Agreement, Buyer shall be deemed in default and the Buyer's Deposit may be retained by Seller, either on account of the purchase money or as compensation for the damages and expenses Seller has incurred, as Seller shall elect. In the latter event, Seller's and Auction Firm's liability hereunder to Buyer shall absolutely cease. In the alternative, Seller may resort to any other action or remedy in law or equity that may be available, including legal action to collect the costs of resale and any deficiency resulting from resale. Upon default by the Buyer, Seller shall forward funds paid to the Seller by the buyer, or some portion thereof, to Motley's to satisfy any obligations owed to Motley's.

11. **PLANS OR SURVEY.** If reference is made in this Agreement to a plan or survey for the description of said premises, this Agreement and the conveyance of said premises are subject to all conditions and facts shown on the plan or survey.

12. **ADVERTISEMENTS.** Buyer acknowledges that lot sizes, area of lots and plans of lots set forth in any circular and other advertising of this sale may not be accurate and that in signing this Agreement Buyer relied on the description or plan set forth or referred to in this Agreement and not upon any circular or other advertising of this sale.

13. **MOTLEY'S AGENT ONLY.** Buyer acknowledges that Motley's is the agent for Seller only, and it is understood and agreed that Motley's shall not be held liable by either Seller or Buyer for any breach by Motley's of any provision of this Agreement. In the event that Motley's is deemed liable to either the Seller or Buyer, then the extent of Motley's liability shall be limited to the amount of any funds paid to Motley's under this Agreement.

14. **INVESTIGATION OF PREMISES.** BUYER ACKNOWLEDGES THAT HE WAS GIVEN THE OPPORTUNITY TO INVESTIGATE THE PROPERTY AND TITLE TO THE PROPERTY PERSONALLY AND THROUGH ANY PROFESSIONAL OF BUYER'S CHOICE AND HAS ADEQUATELY INVESTIGATED SAID PREMISES (OR HAS WAIVED THE OPPORTUNITY TO MAKE SUCH INVESTIGATION). BUYER AGREES

HE HAS ENTERED INTO THIS AGREEMENT AS A RESULT OF AN ADEQUATE INVESTIGATION OF SAID PREMISES MADE BY BUYER, AND NOT AS A RESULT OF ANY ADVERTISEMENT, HANDBILL OR ANY OTHER REPRESENTATION EITHER ORAL OR WRITTEN, MADE BY SELLER, ANY SELLING AGENT OR MOTLEY'S. BUYER ACCEPTS THE PROPERTY IN ITS "AS IS" CONDITION WITH ALL FAULTS AND DEFECTS. BUYER AGREES THAT NEITHER SELLER NOR MOTLEY'S SHALL BE RESPONSIBLE OR ACCOUNTABLE FOR ANY ERROR IN ANY ADVERTISEMENT, HANDBILL OR ANNOUNCEMENT MADE BY SELLER OR MOTLEY'S NOR FOR ANY AGREEMENT, CONDITION, REPRESENTATION OR STIPULATION, ORAL OR WRITTEN, NOT SPECIFICALLY SET FORTH HEREIN.

15. **ACKNOWLEDGMENTS.** Buyer acknowledges that the Property is being offered for sale "AS IS" and will convey in "AS IS" condition, without warranty expressed or implied as to the condition of the premises.

16. **TIME IS OF THE ESSENCE.** Buyer shall provide the balance of purchase price to the Seller by no later than close of business on **September 30, 2016. Court hearing for confirmation is anticipated to occur October 31, 2016 at 11:00 AM.** In the event that Buyer does not provide the balance of the purchase price by the above date, Buyer, in addition to other remedies provided to the Seller under this Agreement, shall be liable to the Auction Firm in the amount of \$250.00 for each day that closing does not occur as scheduled herein. The parties agree and acknowledge that such amount shall be liquidated damages, calculated to compensate Auction Firm, and is not a penalty. The sum of the liquidated damages may be deducted from the Buyer's deposit and any deficit of deposit will be paid at closing.

17. **RISK OF LOSS.** Risk of loss shall pass to the Purchaser at the time of confirmation by the Circuit Court.

18. **AGREEMENT OF SALE.** Agreement of Sale shall be construed, interpreted, and applied according to the laws of Virginia, and it shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. This is a legally binding contract and if not understood, competent advice should be sought before it is signed.

19. **ENTIRE AGREEMENT.** THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO PRIOR AGREEMENT OR REPRESENTATION OF ANY KIND, AND NO CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OR REPRESENTATION AND NO DEALING BETWEEN THE PARTIES OR CUSTOM SHALL BE PERMITTED TO CONTRADICT, VARY OR ADD TO THE TERMS AND CONDITIONS OF SALE. THE AGREEMENT HERewith, MAY NOT BE ASSIGNED BY BUYER; WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER AND MOTLEY'S.

20. **FAX AGREEMENT.** Purchaser and Seller agree that a facsimile transmission of any original document shall have the same effect as an original. When a facsimile copy has been signed, any signature and/or initials required on an original shall be completed prior to closing.

21. **BIDDER QUALIFICATION CONTINGENCY.** The Buyer hereby certifies that he/she does not owe any delinquent real estate taxes, personal property taxes, business license taxes, meals taxes, lodging taxes or admissions taxes ("City Taxes") to the City, whether as an individual or through a company, corporation or partnership in which the Buyer is a member, officer, director or partner. The Buyer further certifies he/she is not the owner of any property in the City of Richmond, either individually or through a company, corporation or partnership in which the Buyer is a member, officer, director or partner that is currently the subject of an outstanding Notice of Violation for building, environmental or zoning code violations. The Buyer acknowledges that the Seller may void this purchase contract upon discovery of evidence that the Buyer owes any City Taxes or has an outstanding Notice of Violation for property in the City.

22. **ACKNOWLEDGEMENT OF CODE VIOLATIONS:** The Buyer acknowledges that by purchasing the Property, he/she assumes responsibility for abatement of building, environmental,

zoning or other City Code violations that may exist on the Property and agrees to contact the appropriate City Department within sixty (60) days of the purchase of the Property to provide an abatement plan for any Code violations.

PLEASE NOTE: THIS ENTIRE AGREEMENT IS MADE AT THE FALL OF THE HAMMER. THE TERMS AND CONDITIONS CONTAINED IN THE BID PACKAGE ARE INCORPORATED HEREIN AND MADE A PART HEREOF. IN THE EVENT THAT THIS AGREEMENT CONTRADICTS THE TERMS AND CONDITION, THIS AGREEMENT SHALL TAKE PRECEDENCE.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

APPROVED:

August 23, 2016

By: _____
GREGORY LUKANUSKI, SPECIAL COMMISSIONER
SELLER

By: _____
BUYER (SIGNATURE)

BUYER (PRINT)

MOTLEYS ASSET DISPOSITION GROUP

By: _____

(Date) _____

PURCHASE AGREEMENT OF SALE
30 S South St, Petersburg - Bankruptcy Sale – Lot 24

THIS AGREEMENT ("Agreement") made this 23rd day of August, 2016 between _____
_____ the "Buyer" whose address and phone number are _____

and Peter J. Barrett Chapter 7 Trustee, the "Seller", and MOTLEY'S AUCTIONS, INC. trading as MOTLEYS ASSET DISPOSITION GROUP (Motley's) (V.A.A.L. No. 16; Real Estate License No. 0226 005928), "Auction Firm."

In consideration of the deposit in the sum of \$ _____ in cash or certified funds, receipt of which is acknowledged, the Buyer agrees to buy and the Seller agrees to sell for the sum of

(\$ _____) calculated as the high bid of \$ _____ plus \$ _____ buyer's premium (10% OR \$2,500.00, whichever is greater), all that certain piece, parcel or lot of land together with all improvements thereon (the Property") described as follows:

- *Parcel ID: 023-220801*
- *Total Acres: 0.07*
- *Legal Description: 27 X 120*
- *Address: **30 S South St, Petersburg, VA***

DEED AND TITLE. Said premises are to be conveyed by Marketable Deed from all owners of record. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority now in force or which may be passed prior to final settlement, under the following terms and conditions:

1. DEPOSIT. A \$ _____ deposit is to be paid by a cashier's check or personal/company check with the bank letter of guarantee on auction date, any balance of 10% of the high bid is to be paid within three (3) business days of the date of this Agreement, the sum of which shall be applied to the purchase price upon compliance by Buyer(s) with the Agreement. The Buyer's Deposit shall be held by Auction Firm in an interest bearing escrow account with all interest accruing to the benefit of escrow agent.

2. BALANCE OF PURCHASE PRICE AT SETTLEMENT. The balance of the purchase price shall be paid by a cashier's check or cash at the time of final settlement and delivery of deed. Final settlement shall take place within THIRTY (30) days from Bankruptcy Court approval.

3. FINANCING. This property is not being sold subject to financing.

4. COMMISSIONS. Buyer acknowledges and understands that the Buyer's Premium on the sale is a commission to Auction Firm and is deemed earned by the Auction Firm when this Agreement is accepted. The Buyer's Premium shall be paid to Auction Firm at Settlement.

5. TITLE. Except as may be otherwise provided in this Agreement, the title to said premises shall be good and marketable or such as will be insured at regular rates by a responsible Title Insurance Company. The cost for title search will be paid for by the Buyer. If a defect is found which can be remedied by legal action or otherwise 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 sixty (60) days after scheduled date of closing, then this Contract may be terminated by either Seller or Buyer at the expiration of such sixty (60) day period, at which time the Deposit shall be returned to Buyer. Upon the return of the Deposit, this Contract shall be terminated and shall be deemed to be null and void; neither Seller nor Buyer shall have any claim against the other or

against Auction Firm by reason of this Contract. Buyer may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph. If title, in accordance with this Agreement, cannot be conveyed by Seller; Buyer shall have the option of taking such title as Seller can give without abatement of price or, in the alternative, of being repaid all money paid on account of the purchase price. In the latter event, Seller's and Auction Firm's liability hereunder to the Buyer shall absolutely cease.

6. APPORTIONMENTS. Real estate taxes, water charges, sewer charges, current property rent, condominium or POA fees, and other charges, if any, shall be apportioned to the date of final settlement on the basis of the imposing authority's fiscal year.

7. POSSESSION. Subject to the terms and conditions of any lease in effect applicable to the Property, possession shall be solely the responsibility of the Buyer.

8. TRANSFER TAXES. The Buyer shall pay all state, county, city and local transfer taxes imposed upon this sale, including the Grantor's Tax.

9. WORK DONE OR ORDERED. Seller shall not be liable for any work done or ordered to be done after the date of this Agreement by any municipal or other public authority, or for any notice issued after the date of this Agreement by any municipal or other public authority, upon or about said premises. Buyer agrees to take title subject to any lien that may be recorded as a result of any of the foregoing and to any such notice issued after the date of this Agreement.

10. PREPARATION OF DOCUMENTS. The deed shall be prepared by Seller at Seller's expense and acknowledged and recorded at the expense of Buyer. Buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.

11. DEFAULT BY BUYER. Should Buyer fail to close as provided in this Agreement, Buyer will be in default. Upon default by Buyer, Seller's and Auction Firm's liability hereunder to Buyer shall absolutely cease, and Auction Firm shall be entitled to retain the Buyer's Deposit. If Buyer has not paid the Buyer's Deposit in full or if Auction Firm has incurred any expenses due to default by Buyer, and Buyer has made payment(s) to Seller, then, upon notice from Auction Firm to the Seller, any payment(s) by Buyer to Seller ("Payments to Seller") shall be remitted to Auction Firm by the Seller and shall be subject to use as reimbursement to Auction Firm for any expenses incurred by Auction Firm due to default of Buyer. The Buyer's Deposit and the Payment to Seller shall be apportioned to Auction Firm and Seller in the following manner: Auction Firm will retain the amount it would have received as the Buyer's Premium at settlement plus compensation for any expenses it incurred due to default by Buyer, and Seller will retain the remainder. Additionally, Auction Firm and/or the Seller may resort to any other action or remedy in law or equity that may be available.

12. PLANS OR SURVEY. If reference is made in this Agreement to a plan or survey for the description of said premises, this Agreement and the conveyance of said premises are subject to all conditions and facts shown on the plan or survey.

13. ADVERTISEMENTS. Buyer acknowledges that lot sizes, area of lots and plans of lots set forth in any circular and other advertising of this sale may not be accurate and that in signing this Agreement Buyer relied on the description or plan set forth or referred to in this Agreement and not upon any circular or other advertising of this sale.

14. SELLER'S AGENT ONLY. Buyer acknowledges that Auction Firm is the agent for Seller only, and it is understood and agreed that Auction Firm shall not be held liable to the Buyer, either directly or indirectly, for breach of any provision of this Agreement. In the event that Auction Firm is found liable to the Buyer, then the extent of Auction Firm's liability shall be limited to the amount of any funds paid to Auction Firm under this Agreement.

15. ADDITIONALLY, BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF, AND HAVE COMPLETED THEIR RESPECTIVE PORTIONS OF, THE RESIDENTIAL PROPERTY DISCLAIMER STATEMENT,

REQUIRED DISCLOSURE OF BROKERAGE RELATIONSHIP, AND IF APPLICABLE (FOR HOUSES BUILT PRIOR TO 1978), DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FORM, WHICH ARE INCORPORATED HEREIN BY REFERENCE HERETO. BUYER FURTHER ACKNOWLEDGES RECEIPT AND COMPLETION OF THE BID PACKAGE FOR THIS PROPERTY AND THE "IMPORTANT NOTICES FOR ALL PURCHASERS OF RESIDENTIAL REAL ESTATE" FORM, AND AGREES HE/SHE HAS SUBMITTED THAT FORM TO AUCTION FIRM WITH HIS/HER SIGNATURE, AND, IF NOT, AGREES TO WAIVE RIGHTS TO ALL NOTICES AND DISCLOSURES THAT FORM AND THE BID PACKAGE CONTAIN AND RELINQUISHES ALL CAUSES OF ACTION BASED ON FAILURE TO DISCLOSE ANY OF THE INFORMATION CONTAINED THEREIN.

16. **ACKNOWLEDGMENTS.** Buyer acknowledges that the Property is being offered for sale "AS IS" and will convey in "AS IS" condition, without warranty expressed or implied as to the condition of the premises.

17. **TIME IS OF THE ESSENCE.** All Times herein shall be of the essence of this Agreement. In the event that Buyer does not close on time, Buyer shall be liable to the Auction Firm in the amount of \$80.00 for each day that closing does not occur as scheduled herein as an administrative late fee. The parties agree and acknowledge that such amount shall be for reimbursement of administrative expenses incurred by Auction Firm as a result of such delay, and is not a penalty. The sum of such expenses may be deducted from the Buyer's deposit and any deficit of deposit will be paid at closing.

18. **RISK OF LOSS.** Seller assumes until settlement, all risks of loss or damage to the property by fire, windstorm, casualty, or other cause.

19. **AGREEMENT OF SALE.** This Agreement of shall be construed, interpreted, and applied according to the laws of Virginia, and it shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. This is a legally binding contract and if not understood, competent advice should be sought before it is signed.

20. **FAX/ELECTRONIC AGREEMENT.** Buyer and Seller agree that a facsimile/electronic transmission of any original document shall have the same effect as an original. When a facsimile copy has been signed, any signature and/or initials required on an original shall be completed prior to closing.

21. **PLEASE NOTE: THIS ENTIRE AGREEMENT IS MADE AT THE FALL OF THE HAMMER. THE TERMS AND CONDITIONS CONTAINED IN THE BID PACKAGE ARE INCORPORATED HEREIN AND MADE A PART HEREOF. IN THE EVENT THAT THIS AGREEMENT CONTRADICTS THE TERMS AND CONDITIONS, THIS AGREEMENT SHALL TAKE PRECEDENCE.**

22. **ENTIRE AGREEMENT.** THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO PRIOR AGREEMENT OR REPRESENTATION OF ANY KIND, AND NO CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OR REPRESENTATION AND NO DEALING BETWEEN THE PARTIES OR CUSTOM SHALL BE PERMITTED TO CONTRADICT, VARY OR ADD TO THE TERMS AND CONDITIONS OF SALE. THE AGREEMENT HERewith, MAY NOT BE ASSIGNED BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER AND MOTLEY'S.

23. All offers/high bids are subject to Seller, Lender, and/or Bankruptcy Court acceptance or approval. Auction Company will inform the high bidder once the offer/high bid has been considered.

24. **1031 TAX EXCHANGE.** By signing below, the Buyer agrees to sign any additional documents as may be necessary for Seller in order to facilitate a 1031 Tax Exchange.

25. **BUYER'S INSPECTION, DISCLOSURES, REPRESENTATIONS AND WARRANTIES:** Buyer agrees, acknowledges and warrants without limitation to Seller and Auction Firm, and their agents, affiliates, officers, employees and representatives: that it was Buyer's sole responsibility to inspect the Property prior to bidding to determine the location of structures, easements, improvements, inhabitability,

use and suitability or to determine any other matters relevant to Buyer's decision to purchase; that the Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Auction Firm their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

APPROVED:

BUYER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____

MOTLEYS ASSET DISPOSITION GROUP:

By: _____ DATE: _____

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**PURCHASE AGREEMENT OF SALE
LOTS 25-33**

THIS AGREEMENT made this 23rd day of August, 2016 between _____ the "Buyer" whose address and phone number are _____ and **Richmond Metropolitan Habitat for Humanity Inc.**, the "Seller", and MOTLEY'S AUCTIONS, INC. Trading as MOTLEYS ASSET DISPOSITION GROUP (Motley's) (V.A.A.L. No. 16; Real Estate License No. 0226 005928), "Auction Firm."

In consideration of the deposit in the sum of \$_____ in cash or certified funds, receipt of which is acknowledged, the Buyer agrees to buy and the Seller agrees to sell for the sum of _____ (\$_____) calculated as the high bid of \$_____ plus \$_____ buyer's premium (10% OR \$2,500.00, whichever is greater), all that certain piece, parcel or lot of land together with all improvements thereon (the Property") described as follows:

SEE EXHIBIT A

DEED AND TITLE. Said premises are to be conveyed by Marketable Deed from all owners of record. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority now in force or which may be passed prior to final settlement, under the following terms and conditions:

1. DEPOSIT. A \$_____ deposit is to be paid by a cashier's check or personal/company check with the bank letter of guarantee on auction date, any balance of 10% of the high bid is to be paid within three (3) business days of the date of this agreement, the sum of which shall be applied to the purchase price upon compliance by Buyer(s) with the Agreement. The Buyer's Deposit shall be held by Motleys Asset Disposition Group (Motley's) in an interest bearing escrow account with all interest accruing to the benefit of escrow agent.

2. BALANCE OF PURCHASE PRICE AT SETTLEMENT. The balance of the purchase price shall be paid by a cashier's check or cash at the time of final settlement and delivery of deed. Final settlement shall take place by September 30, 2016.

3. FINANCING. This property is not being sold subject to financing.

4. COMMISSIONS. Buyer acknowledges and understands that the Buyer's Premium on the sale is a commission to Auction Firm and is deemed earned by the Auction Firm when this Agreement is accepted. The Buyer's Premium shall be paid to Auction Firm at Settlement.

5. TITLE. Except as may be otherwise provided in this agreement, the title to said premises shall be good and marketable or such as will be insured at regular rates by a responsible Title Insurance Company. The cost for title search will be paid for by the Buyer. If a defect is found which can be remedied by legal action or otherwise 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 sixty (60) days after scheduled date of closing, then this Contract may be terminated by either Seller or Buyer at the

expiration of such sixty (60) day period, at which time the Deposit shall be returned to Buyer. Upon the return of the Deposit, this Contract shall be terminated and shall be deemed to be null and void; neither Seller nor Buyer shall have any claim against the other or against Auction Firm by reason of this Contract. Buyer may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph. If title, in accordance with this agreement, cannot be conveyed by Seller; Buyer shall have the option of taking such title as Seller can give without abatement of price or, in the alternative, of being repaid all money paid on account of the purchase price. In the latter event, Seller's and Auction Firm's liability hereunder to the Buyer shall absolutely cease.

6. APPORTIONMENTS. Real estate taxes, water charges, sewer charges, current property rent, condominium or POA fees, and other charges, if any, shall be apportioned to the date of final settlement on the basis of the imposing authority's fiscal year.

7. POSSESSION. Possession shall be solely the responsibility of the Buyer.

8. TRANSFER TAXES. The Buyer shall pay all state, county, city and local transfer taxes imposed upon this sale, including the Grantor's Tax.

9. WORK DONE OR ORDERED. Seller shall not be liable for any work done or ordered to be done after the date of this agreement by any municipal or other public authority, or for any notice issued after the date of this agreement by any municipal or other public authority, upon or about said premises. Buyer agrees to take title subject to any lien that may be recorded as a result of any of the foregoing and to any such notice issued after the date of this agreement.

10. PREPARATION OF DOCUMENTS. The deed shall be prepared by Seller at Seller's expense and acknowledged and recorded at the expense of Buyer. Buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.

11. DEFAULT BY BUYER. Should Buyer fail to close as provided in this Agreement, Buyer will be in default. Upon default by Buyer, Seller's and Motley's liability hereunder to Buyer shall absolutely cease, and Motley's shall be entitled to retain the Buyer's Deposit. If Buyer has not paid the Buyer's Deposit in full or if Motley's has incurred any expenses due to default by Buyer, and Buyer has made payment(s) to Seller, then, upon notice from Motley's to the Seller, any payment(s) by Buyer to Seller ("Payments to Seller") shall be remitted to Motley's by the Seller and shall be subject to use as reimbursement to Motley's for any expenses incurred by Motley's due to default of Buyer. The Buyer's Deposit and the Payment to Seller shall be apportioned to Motley's and Seller in the following manner: Motley's will retain the amount it would have received as the Buyer's Premium at settlement plus compensation for any expenses it incurred due to default by Buyer, and Seller will retain the remainder.

Additionally, Motley's may resort to any other action or remedy in law or equity that may be available.

12. PLANS OR SURVEY. If reference is made in this agreement to a plan or survey for the description of said premises, this agreement and the conveyance of said premises are subject to all conditions and facts shown on the plan or survey.

13. ADVERTISEMENTS. Buyer acknowledges that lot sizes, area of lots and plans of lots set forth in any circular and other advertising of this sale may not be accurate and that in signing this agreement Buyer relied on the description or plan set forth or referred to in this agreement and not upon any circular or other advertising of this sale.

14. SELLER'S AGENT ONLY. Buyer acknowledges that Motley's is the agent for Seller only, and it is understood and agreed that Motley's shall not be held liable to the Buyer, either directly or indirectly, for breach of any provision of this Agreement. In the event that Motley's is found liable to the Buyer, then the extent of Motley's liability shall be limited to the amount of any funds paid to Motley's under this Agreement.

15. ADDITIONALLY, BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF, AND HAVE COMPLETED THEIR RESPECTIVE PORTIONS OF, THE RESIDENTIAL PROPERTY DISCLAIMER STATEMENT, REQUIRED DISCLOSURE OF BROKERAGE RELATIONSHIP, AND IF APPLICABLE (FOR HOUSES BUILT PRIOR TO 1978), DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FORM, WHICH ARE INCORPORATED HEREIN BY REFERENCE HERETO. BUYER FURTHER ACKNOWLEDGES RECEIPT AND COMPLETION OF THE BID PACKAGE FOR THIS PROPERTY AND THE "IMPORTANT NOTICES FOR ALL PURCHASERS OF RESIDENTIAL REAL ESTATE" FORM, AND AGREES HE/SHE HAS SUBMITTED THAT FORM TO MOTLEY'S WITH HIS/HER SIGNATURE, AND, IF NOT, AGREES TO WAIVE RIGHTS TO ALL NOTICES AND DISCLOSURES THAT FORM AND THE BID PACKAGE CONTAIN AND RELINQUISHES ALL CAUSES OF ACTION BASED ON FAILURE TO DISCLOSE ANY OF THE INFORMATION CONTAINED THEREIN.

16. ACKNOWLEDGMENTS. Buyer acknowledges that the Property is being offered for sale "AS IS" and will convey in "AS IS" condition, without warranty expressed or implied as to the condition of the premises.

17. TIME IS OF THE ESSENCE. All Times herein shall be of the essence of this agreement. In the event that Buyer does not close on time, Buyer shall be liable to the Auction Firm in the amount of \$80.00 for each day that closing does not occur as scheduled herein as an administrative late fee. The parties agree and acknowledge that such amount shall be for reimbursement of administrative expenses incurred by Motley's as a result of such delay, and is not a penalty. The sum of such expenses may be deducted from the Buyer's deposit and any deficit of deposit will be paid at closing.

18. RISK OF LOSS. Seller assumes until settlement, all risks of loss or damage to the property by fire, windstorm, casualty, or other cause.

19. AGREEMENT OF SALE. Agreement of Sale shall be construed, interpreted, and applied according to the laws of Virginia, and it shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. This is a legally binding contract and if not understood, competent advice should be sought before it is signed.

20. FAX/ELECTRONIC AGREEMENT. Buyer and Seller agree that a facsimile/electronic transmission of any original document shall have the same effect as an original. When a facsimile copy has been signed, any signature and/or initials required on an original shall be completed prior to closing.

21. PLEASE NOTE: THIS ENTIRE AGREEMENT IS MADE AT THE FALL OF THE HAMMER. THE TERMS AND CONDITIONS CONTAINED IN THE BID PACKAGE ARE INCORPORATED HEREIN AND MADE A PART HEREOF. IN THE EVENT THAT THIS AGREEMENT CONTRADICTS THE TERMS AND CONDITIONS, THIS AGREEMENT SHALL TAKE PRECEDENCE.

22. ENTIRE AGREEMENT. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO PRIOR AGREEMENT OR REPRESENTATION OF ANY KIND, AND NO CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OR REPRESENTATION AND NO DEALING BETWEEN THE PARTIES OR CUSTOM SHALL BE PERMITTED TO CONTRADICT, VARY OR ADD TO THE TERMS AND CONDITIONS OF SALE. THE AGREEMENT HERewith, MAY NOT BE ASSIGNED BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER AND MOTLEY'S.

23. The Seller of this property has 5 business days in which to approve the offer. If offer is not approved, then the Auction Firm will refund to the Buyer its deposit within 10 business days of the auction.

24. 1031 TAX EXCHANGE. By signing below, the Purchaser agrees to sign any additional documents as may be necessary for Seller in order to facilitate a 1031 Tax Exchange

25. BUYER'S INSPECTION, DISCLOSURES, REPRESENTATIONS AND WARRANTIES: Buyer agrees, acknowledges and warrants without limitation to seller and Auctioneer/Broker, and their agents, affiliates, officers, employees and representatives: that it was Buyer's sole responsibility to inspect the Property prior to bidding to determine the location of structures, easements, improvements, inhabitability, use and suitability or to determine any other matters relevant to Buyer's decision to purchase; that the Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Auctioneer/Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

APPROVED:

BUYER DATE

BUYER DATE

SELLER DATE

SELLER DATE

MOTLEYS ASSET DISPOSITION GROUP:

By: _____
DATE

Buyer's Contact Information:

Contact Name: _____

Phone: _____

Fax: _____

Email: _____

Mailing Address: _____

Exhibit A

High Bidder Sign Here to Select Property	Lot Number	Neighborhood / Subdivision	Address	City	Zip Code	Property Type (House or Lot)	AC ±	Tax Parcel ID	Legal / Property Desc.
	25	Matoaca	21612 Pannill Street	Chesterfield Co.	23803	Lot	0.178	796609239200000	PANNILL & MAIN STS
	26	Bermuda	7706 Tappahannock Street	Chesterfield Co.	23237	Lot	0.3	790677197500000	RAYON PARK L 27 TH 30 BK 15
	27	Bermuda	7707 Carter Street	Chesterfield Co.	23237	Lot	0.2	790677979200000	RAYON PARK L 1 TH 3 BK 12
	28	Fairfield	1618, 1626, 1622 Rhudy Street	Henrico Co.	23242	3 Lots	0.93	7997357708, 7997358805, 7997359503	
	29	Summer Hill Plaza	2300, 2312, 2314, 2316, 2320, 2409, 2401, 2317, 2313, 2400, 2309 Springs Rd & 3109 Lynhaven Avenue	Richmond	23234	12 Lots	2.63	See Bid Package	
	30	Fulton	1201 & 1203 State Street	Richmond	23231	2 Lots	0.47	E0002292001 & E0002292002	L20 B63 0030.00X0110.00 0000.000 & 0170.00X0110.00 IRG0000.000
	31	Oakwood	3820 Rear N Street	Richmond	23223	Lot	0.61	E000-1551-007	HABITAT HILLS RESERVED-PARK 0203.34X0094.11 IRG0000.610 AC
	32	North Highland Park	1609 Pollock Street	Richmond	23222	Lot	0.23	N005-1079-009	HIGHLAND PARK ADD PTSL12-15 BC 0085.24X0120.00 0000.000
	33	Gilpin	1606 Rowen Avenue	Richmond	23219	Lot	0.05	N000-0381-021	SE MATTHEWS & ROWEN 0087.07X0044.00 IRG0000.000

BIDDER'S AFFIDAVIT

I hereby certify that all the information that I have provided is true and correct and that as the successful bidder I am accepting the responsibility without condition for paying yearly real estate taxes and maintaining the property in accordance with all local and state property maintenance laws.

I certify that I do not owe any additional delinquent real estate taxes, personal property taxes, business license taxes, meals taxes, lodging taxes, or admissions taxes ("City Taxes") to the City, whether as an individual or through a company, corporation or partnership in which I am a member, officer, director or partner.

I further certify that I am not the owner of any property in the City of Richmond, either individually or through a company, corporation or partnership in which I am a member, officer, director or partner that is currently the subject of an outstanding Notice of Violation for building, environmental or zoning code violations.

I understand that any false statement submitted by me on this form **WILL** result in the City of Richmond pursuing all remedies available at law, the cancellation of my bid, and forfeiture of the bidder's deposit.

(Signature)

Date:_____

COMMONWEALTH OF VIRGINIA

City of Richmond, to wit:

The foregoing instrument was subscribed and sworn before me this
____ day of _____, 20__ by _____.

Notary Public #_____

My Commission Expires _____

Disclaimer

Disclaimer | Confidentiality

The material contained in this Investment Offering Brochure is furnished solely for the purpose of considering the purchase of the property within and is not to be used for any other purpose. This information should not, under any circumstances, be photocopied or disclosed to any third party without the written consent of SVN or Owner, or used for any purpose whatsoever other than to evaluate the possible purchase of the Property.

The only party authorized to represent the Property Owner ("Owner") in connection with the sale of the Property is the SVN Advisor listed in this proposal, and no other person is authorized by the Owner to provide any information or to make any representations other than contained in this Investment Offering Brochure. If the person receiving these materials does not choose to pursue a purchase of the Property, this Offering Brochure must be returned to SVN.

Neither the SVN Advisor nor the Owner make any representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein, and nothing contained herein is or shall be relied upon as a promise or representation as to the future performance of the Property. This Offering Brochure may include certain statements and estimates by SVN with respect to the projected future performance of the Property. These Assumptions may or may not be proven to be correct, and there can be no assurance that such estimates will be achieved. Further, the SVN Advisor and the Owner disclaim any and all liability for representations or warranties, expressed or implied, contained in or omitted from this Investment Offering Brochure, or any other written or oral communication transmitted or made available to the recipient. The recipient shall be entitled to rely solely on those representations

and warranties that may be made to it in any final, fully executed and delivered Real Estate Purchase Agreement between it and Owner.

The information contained herein is subject to change without notice and the recipient of these materials shall not look to Owner or the SVN Advisor, nor any of their officers, employees, representatives, independent contractors or affiliates, for the accuracy or completeness thereof. Recipients of this Investment Offering Brochure are advised and encouraged to conduct their own comprehensive review and analysis of the Property.

This Investment Offering Brochure is a solicitation of interest only and is not an offer to sell the Property. The Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest to purchase the Property and expressly reserves the right, at its sole discretion, to terminate negotiations with any entity, for any reason, at any time with or without notice. The Owner shall have no legal commitment or obligation to any entity reviewing the Investment Offering Brochure or making an offer to purchase the Property unless and until the Owner executes and delivers a signed Real Estate Purchase Agreement on terms acceptable to Owner, in Owner's sole discretion. By submitting an offer, a prospective purchaser will be deemed to have acknowledged the foregoing and agreed to release the Owner and the SVN Advisor from any liability with respect thereto.

To the extent Owner or any agent of Owner corresponds with any prospective purchaser, any prospective purchaser should not rely on any such correspondence or statements as binding Owner. Only a fully executed Real Estate Purchase Agreement shall bind the property and each prospective purchaser proceeds at its own risk.