

# FORECLOSURE AUCTION SIMPLY STORAGE OF DELMARVA

7223 COARDTOWN RD.  
NEW CHURCH, VA 23415

Tim Dudley, CAI, AARE  
Senior Advisor  
O: 804.822.3131  
tdudley@svn.com

**7223 Coardtwn Rd.**  
**Total = 9.65± AC**



*Metes and bounds depicted are approximate.*





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## ADVISOR BIOS

[Advisor Bio & Contact 1](#)  
[Advisor Bio & Contact 2](#)



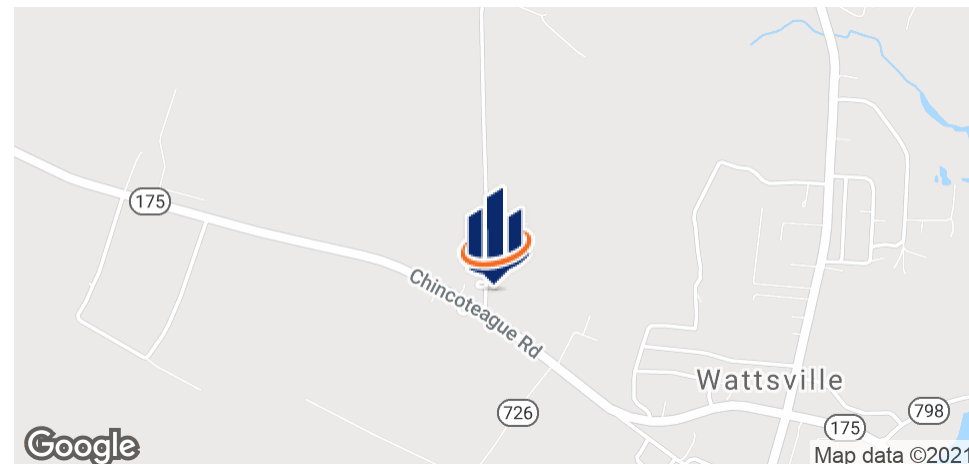
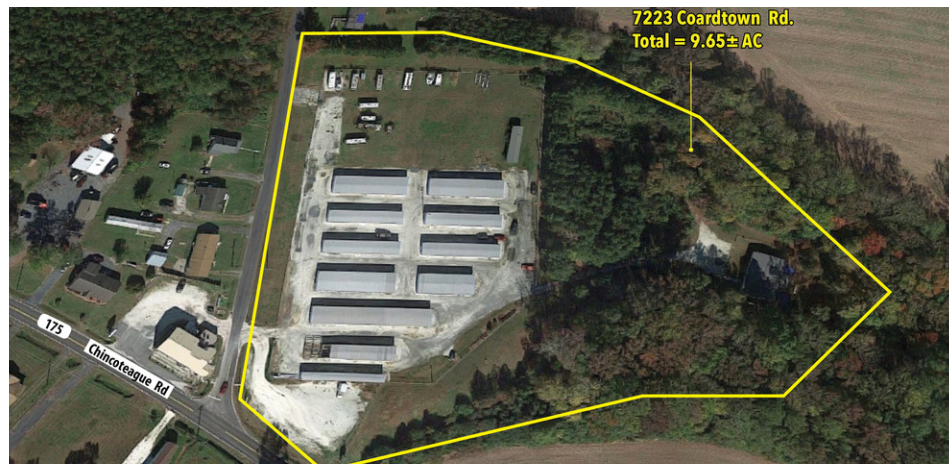


# 1 PROPERTY INFORMATION

7223 Coardtwn Rd.  
New Church, VA 23415



# Property Summary



## OFFERING SUMMARY

Auction Date & Time:	9/26/2018 @ 3 PM
Auction Location:	Accomack County Circuit Court
Building Size:	26,050 SF
Current Occupancy:	40.5% [90 Units]
Property Size:	9.65 AC
Zoning:	B-1, AG
Market:	Accomack County
Submarket:	Delmarva

## PROPERTY OVERVIEW

SVN/Motleys, in conjunction with Fortis Trustee Foreclosure Services, is pleased to present the 222 ± unit self storage facility located at 7223 Coardtwn Road, New Church, Virginia 23415. The self storage buildings are of Class S construction: steel frame, corrugated metal wall panel, metal roof on concrete slab. Storage unit sizes range from 50 ± to 300 ± square feet with an average height of eight feet and each unit is accessed via roll up garage style doors. This property also has a 2,365 SF manufactured house that serves as the office for Simply Storage and the residence of the current owner. The buildings and outside storage space are secured by a chain link fence with three drive through gates; one with coded access allowing tenants 24 hour access. The property itself is comprised of three contiguous parcels, each with its own property assessment record, totaling 9.65 acres, and are zoned B-1 [General Business] and AG [Agricultural] by Accomack County. Per the owner of the facility, there are currently 90 units occupied [40.5%].

## PROPERTY HIGHLIGHTS

- 222 ± Unit Self Storage Facility - 90 Units Currently Occupied Per Owner [40.5%]
- 11 Non-Climate Controlled Buildings Totaling 26,050 ± SF
- 1 Manufactured House Totaling 2,365± SF
- 3 Parcels Totaling 9.65 AC - Zoned B-1 [General Business] & AG [Agricultural]
- Appraised \$1,030,000 [2015]

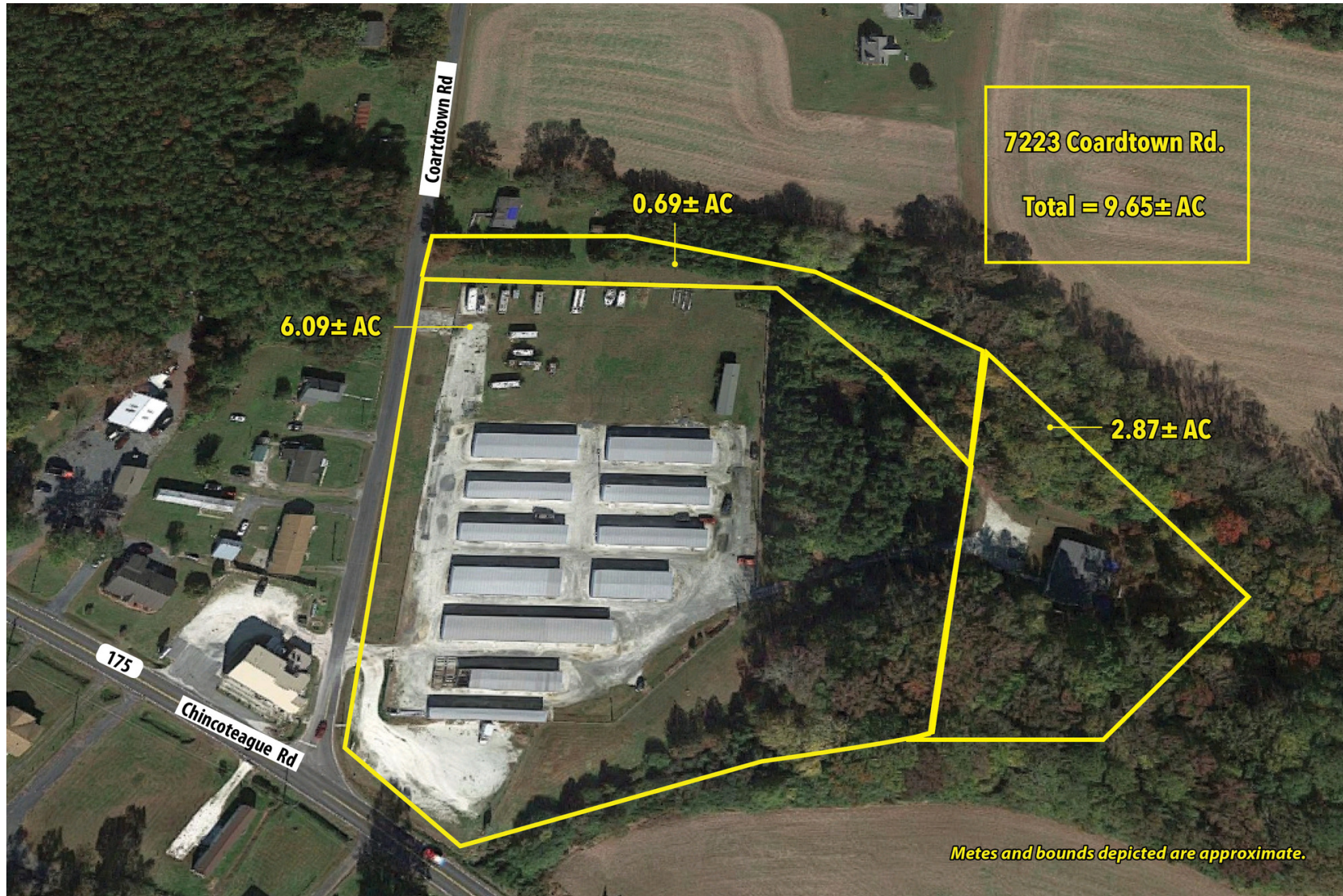


# Additional Photos





# Aerial Photo



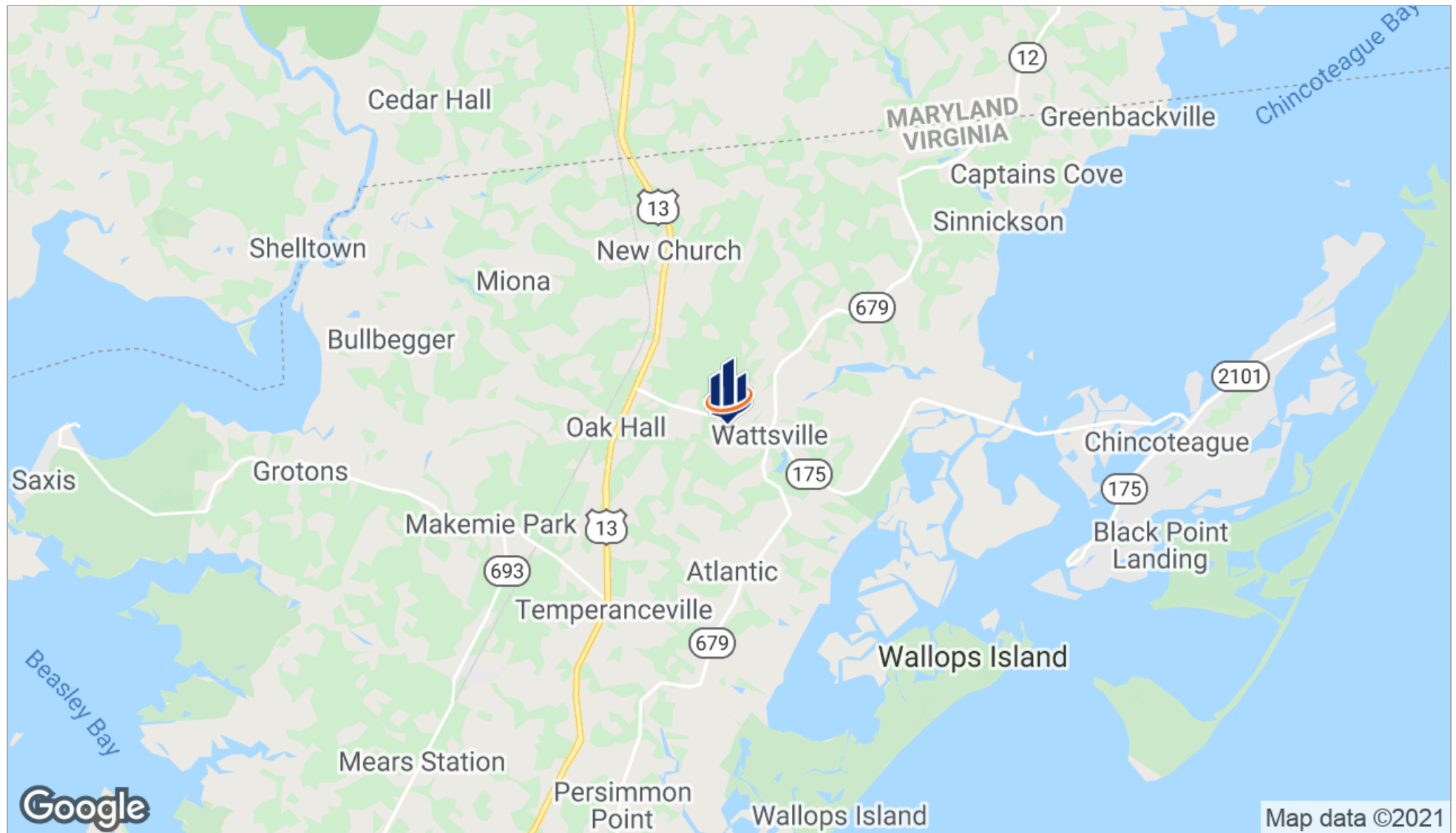


## 2 LOCATION INFORMATION

7223 Coardtwn Rd.  
New Church, VA 23415

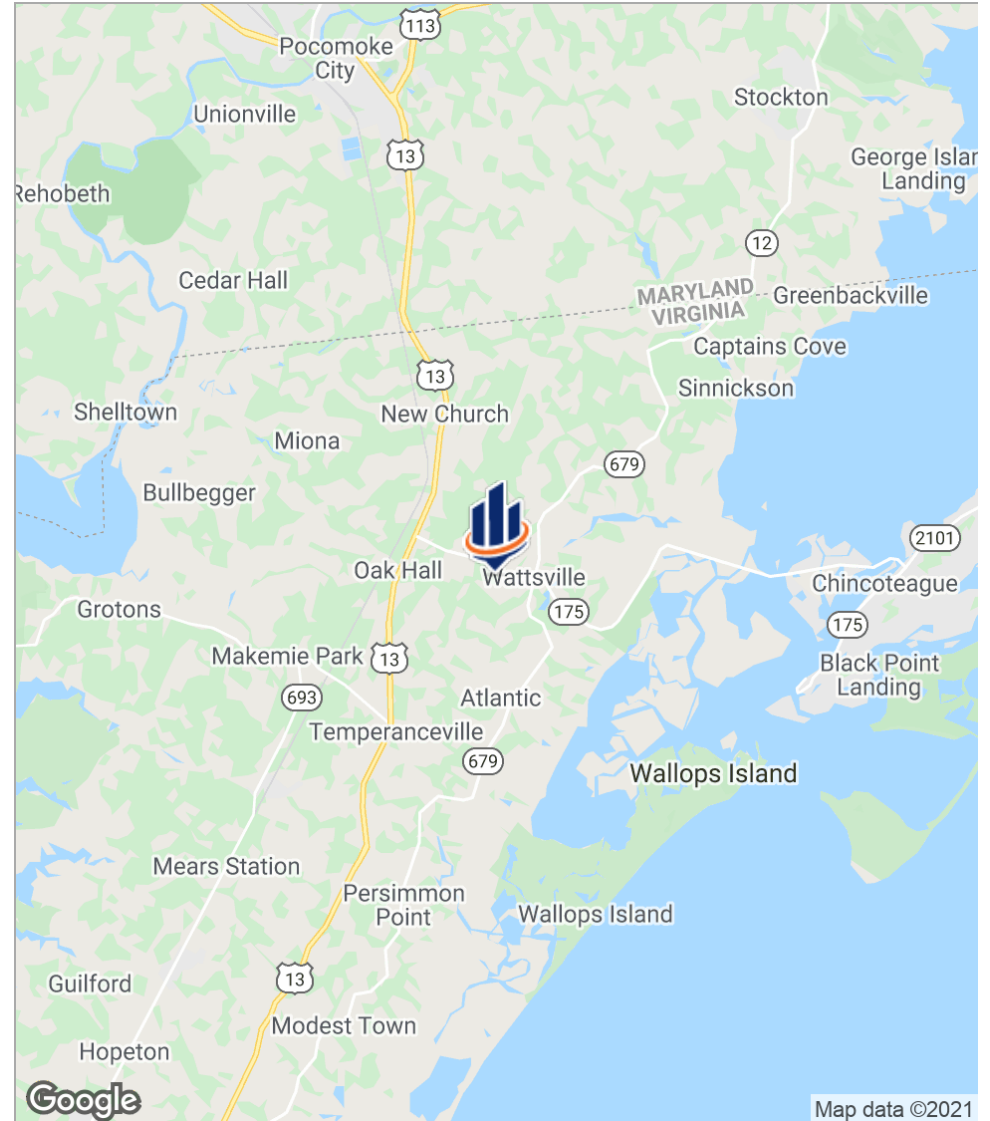
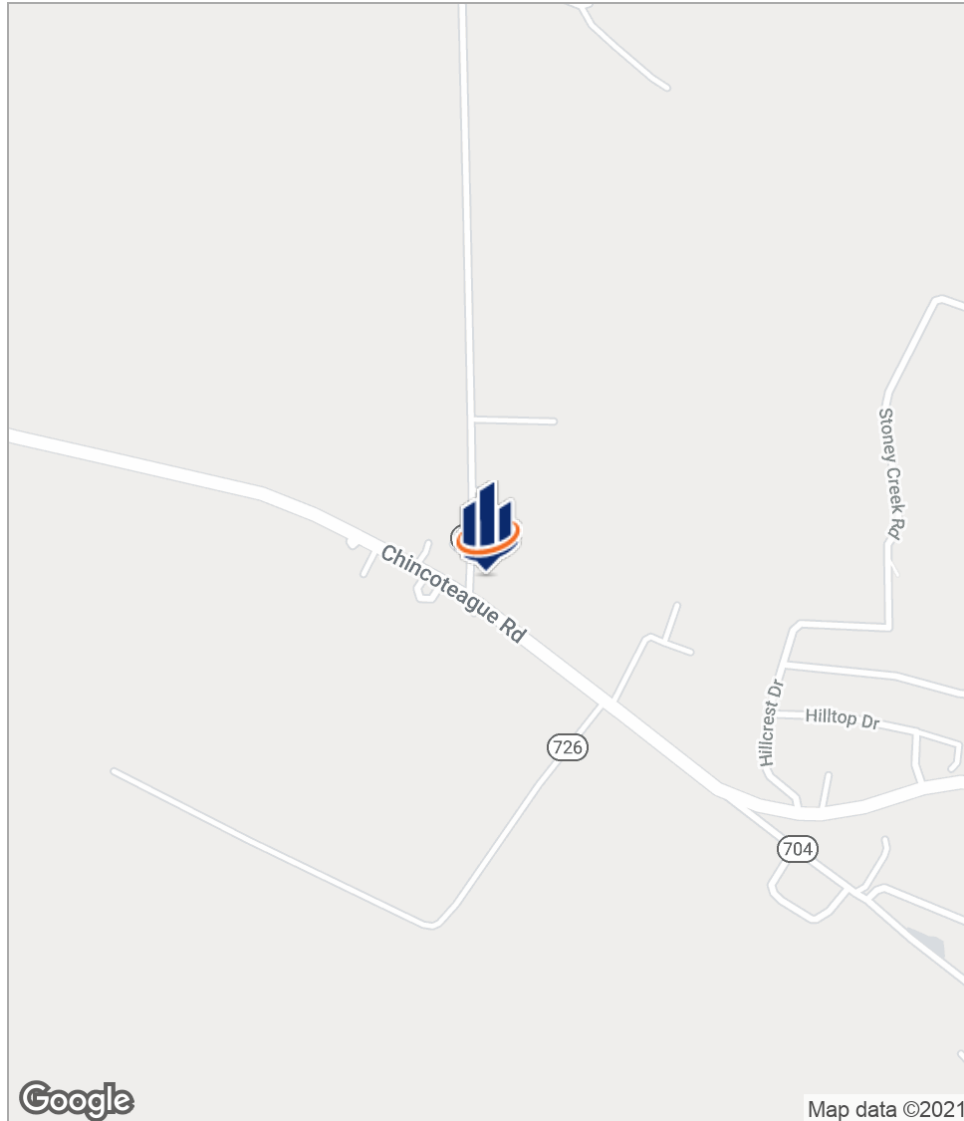


# Regional Map





# Location Maps





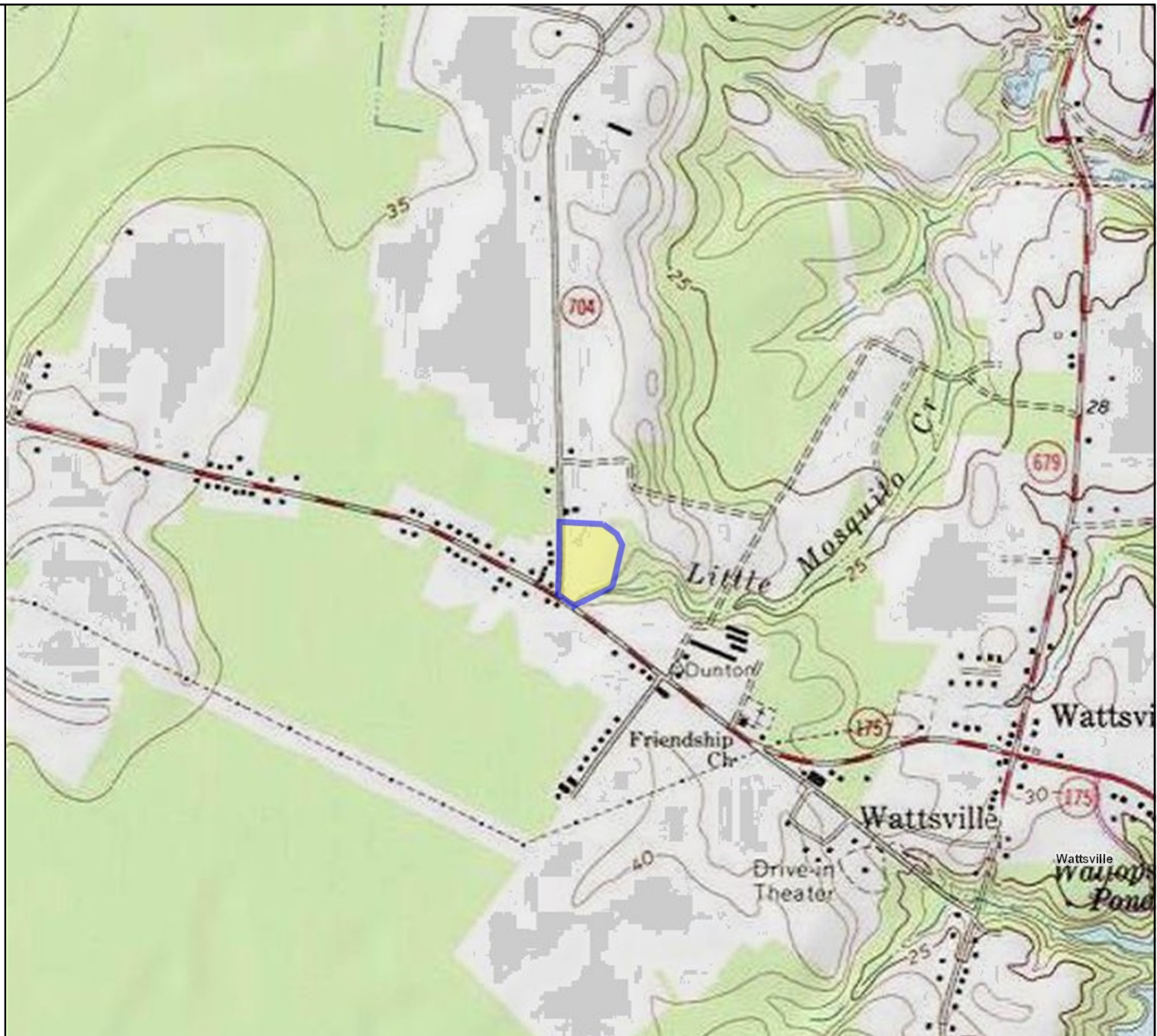
# Aerial Map



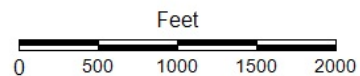


# Accomack County, Virginia

## Legend



Map Printed from AccoMap  
<http://accomack.mapsdirect.net/>



**Title: Topographic Map - 7223 Coardtwn Road**

**Date: 8/17/2018**




*DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Accomack County is not responsible for its accuracy or how current it may be.*



# Accomack County, Virginia

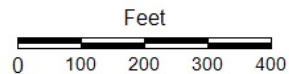
## Legend

Chesapeake/Atlantic  
Preservation Area Overlay

-  Resource Management Areas
-  Resource Protection Areas
-  Intensely Developed Areas



Map Printed from AccoMap  
<http://accomack.mapsdirect.net/>



**Title: Chesapeake-Atlantic Preservation Area Overlay**  
**Map - 7223 Coardtwn Road**

**Date: 8/17/2018**

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# Accomack County, Virginia

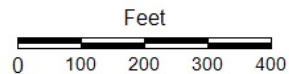
## Legend

### NWI Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine



Map Printed from AccoMap  
<http://accomack.mapsdirect.net/>



**Title: NWI Wetlands Map - 7223 Coardtwn Road**

**Date: 8/17/2018**

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# 3 ADDITIONAL INFORMATION

7223 Coardtwn Rd.  
New Church, VA 23415



## TERMS AND CONDITIONS FOR THIS FORECLOSURE AUCTION

### **Deposit Amount:**

**Live Bidding:** On auction day, registered live bidders for the real estate must present an initial deposit consisting of **\$50,000.00**, or 10% of the sales price, whichever is less, with 10% of the sales price due within 3 business days of the sale. **Deposit must be certified or cashier's check made payable to Fortis Foreclosure Services, LLC.**

### **Buyer's Premium:**

**Live Bidding:** A Buyer's Premium of ten percent (10%) 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:** Auctioneer will pay up to a three percent (3%) Broker Participation Fee (based on successful bid excluding buyer's premium) to broker representing the winning bidder on the real property. Broker participation forms must be received 24 hours prior to auction.

**Live Bidding:** In addition to the required registration, agents/auctioneers must also attend with and register their prospects at the auction.

To qualify for a Broker Participation Fee, the licensed broker/agent must first register the prospective bidder by mail, email (rbryan@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 forms 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. Please see Broker Participation Acknowledgment Form for full details.

### **SPECIAL NOTE:**

**Brokers must be present at the auction and assist their Buyers during the auction and, if their Buyers are the successful bidders, 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 Participation Acknowledgment Forms will be accepted at the auction site.**

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

**Timing:** The sale of the real estate must close no later than Thirty (30) days after the sale. Upon settlement, the successful bidder of real estate will be provided a Special Warranty deed for the real property purchased. TIME IS OF THE ESSENCE.

**Other Terms:** The Special Warranty deed with respect to the real property purchased shall be prepared by Seller at Purchaser's expense. The property will be conveyed "as is," "where is,"



with no representations or warranties except special warranty in deed. Successful bidder for real property must pay all costs of recording deed. Real estate taxes prorated to the day before the sale will be paid by the seller and the purchaser shall be responsible for real estate taxes commencing on and after the sale date.

Successful bidders must pay all wire transfer fees. Sale of the property is not contingent upon the buyer obtaining financing.

Real property will be conveyed subject to all recorded or unrecorded liens, encumbrances, security interests, easements, rights-of-way, covenants, agreements, conditions, restrictions, reservations, limitations, mechanics' liens, and material men's liens lawfully applicable to the real property, to the extent prior or superior to the lien of the deed of trust pursuant to which sale is made.

**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 plus the applicable buyer's premium. 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.

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

**Live Bidding:** 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 and amount of deposit must be made in order to obtain a Bidder's Number.

**Bid Execution:**

**Live Bidding:** 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.

**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 auction 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 Substitute Trustee may accept the next highest available bid at the auction sale. Such defaulting



successful bidder shall be liable personally for any deficiency resulting from the resale of the property if sold 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 Substitute 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 auction shall be governed and interpreted by the laws of the Commonwealth of Virginia. By bidding at an auction, 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. Substitute Trustee and Auctioneer 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.

Auctioneer 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, 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.

**Release:**

The successful bidder must agree to release any and all claims or causes of action it may have against Substitute Trustee and Auctioneer (or the employees or agents of either of them) relating in any way to (a) the auction 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 Auctioneer, 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 Substitute Trustee, Auctioneer, 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 auction 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.

*Should any terms set forth in these Terms and Conditions be inconsistent with the terms of the Memorandum of Substitute Trustee's Sale to be executed by the successful bidder, the terms of the Memorandum of Substitute Trustee's Sale shall control.*



## **NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (this “**Agreement**”) is made as of this \_\_\_\_ day of September, 2018, by and between \_\_\_\_\_ (the “**Recipient**”) and Motleys Auctions, Inc. (the “**Disclosing Party**”).

WHEREAS, the Recipient is considering a bid to purchase the real property and improvements known as 7223 Coardtwn Road, New Church, Virginia (the “**Property**”), at the Disclosing Party’s foreclosure auction of the Property currently scheduled for September 26, 2018 at 3:00 p.m. at the Circuit Court for Accomack County, Virginia (the “**Foreclosure**”);

WHEREAS, the Disclosing Party may disclose to the Recipient (which for purposes of this Agreement shall include the Recipient’s officers, directors, employees, agents, parent, subsidiaries, affiliates and agents as well as any affiliates’ directors, officers and employees) Confidential Information (as defined below) relating to the Property which Confidential Information is non-public, proprietary and of considerable value to the business of the Disclosing Party; and

WHEREAS, the Disclosing Party and the Recipient desire to preserve the confidentiality of the Confidential Information, and the Recipient is willing to agree to preserve the confidentiality of the Confidential Information obtained by the Recipient, on the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the terms, covenants and agreements hereafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Recipient and the Disclosing Party agree as follows:

**Confidential Information.** As used in this Agreement, the term “**Confidential Information**” is (i) information provided or transmitted in written, oral, magnetic or any other medium to the Recipient by the Disclosing Party; (ii) all copies and reproductions, in whole or in part, of such information; and (iii) all summaries, analyses, compilations, studies, notes or other records which contain, reflect, or are generated from such information provided to the Recipient by the Disclosing Party or their affiliates related to the Property or the Foreclosure. “Confidential Information” does not include such information and materials which: (i) are or become generally available to the public other than as a result of disclosure by the Recipient or its Representatives in violation of this Agreement; (ii) were available to the Recipient prior to the disclosure to the Recipient by the Disclosing Party or were independently developed by the Recipient after the date hereof without the aid, application or use of Confidential Information; or (iii) become available to the Recipient from a source, which the Recipient has determined after due inquiry, is not subject to any prohibition against disclosure.



The term “**Representatives**” shall mean a person’s representative (including, without limitation, financial advisors, attorneys and accountants) or agent. The term “person” shall include, without limitation, any corporation, company, partnership and individual.

**No Representations or Warranties by Disclosing Party Concerning the Confidential Information.** The Recipient has such knowledge and experience, and has bid on real property at foreclosure auctions, so as to be aware of the risks and uncertainties inherent in bidding on the Property at the Foreclosure described in this Agreement. The Recipient has independently and without reliance on the Disclosing Party, and based on such information, made its own analysis and decision to enter into this Agreement, and the Recipient is relying upon its own independent investigation in determining whether to bid and in formulating its bid, if any, at the Foreclosure. The Disclosing Party is disclosing the Confidential Information to the Recipient on an “AS IS” basis as a courtesy in connection with the Foreclosure, without recourse of any nature and without any representation, warranty or guarantee (implicit, explicit or statutory), except as expressly provided in this Agreement. The Recipient agrees that the Disclosing Party makes no representation, warranty or guarantee (implicit, explicit or statutory) with respect to the contents or accuracy of the Confidential Information.

**Restricted Use of Confidential Information.** Any Confidential Information disclosed or made available by the Disclosing Party or its Representatives to the Recipient shall be held and treated confidentially by the Recipient and will be used solely for the purpose of evaluating whether to bid on the Property at the Foreclosure. The Confidential Information shall not be used to compete with the Disclosing Party and/or its affiliates. The Recipient shall disclose or make available such Confidential Information only to those of its Representatives whose duties justify the need to know such Confidential Information, and then only on the basis of a clear understanding by said Representatives of their obligation to maintain the confidential status of such Confidential Information in accordance with the terms of this Agreement. Neither the Recipient, nor any of its Representatives, will communicate with or contact any of the borrowers, guarantors, managers or any of their respective accountants, attorneys, employees, affiliates or other representatives directly or indirectly in an effort to obtain from any of them any information regarding the Property or the Foreclosure.

**Nondisclosure.** Neither the Recipient nor its affiliates or Representatives, without the prior consent of the Disclosing Party, will disclose to any person or entity (it being acknowledged that each of the following shall be included in the definition of Confidential Information): (a) the fact that Confidential Information has been provided to it or that it has had access to Confidential Information, under this Agreement; (b) that discussions or negotiations are taking place with respect to the Foreclosure; or (c) the existence, terms, conditions, or other facts of such Foreclosure, including the status thereof.

**Ownership of Confidential Information; Responsibility for Breach of Agreement.** All Confidential Information shall remain the property of the Disclosing Party, its disclosed and undisclosed principals, and its affiliates. The Recipient shall exercise such precautions and

measures as may be reasonable and customary in the industry, as well as compliant with applicable law, regulation and regulatory guidance, to prevent the disclosure of the Confidential Information. In no event shall such precautions and measures be any less stringent than those in place with respect to Recipient's own confidential information. The Recipient agrees to be responsible for any breach of this Agreement by its Representatives.

**Return of Confidential Information.** Promptly upon the request of the Disclosing Party or upon completion of the Recipient's use of the Confidential Information as permitted under this Agreement, the Recipient, at the Disclosing Party's option in writing, shall either return to the Disclosing Party or destroy all Confidential Information in its possession and shall destroy all documents, memoranda, notes and other writings whatsoever prepared by the Recipient based in whole or in part on Confidential Information. Upon written request of the Disclosing Party, the Recipient will certify to the Disclosing Party that all Confidential Information has been either returned to the Disclosing Party or destroyed. Nothing contained in this Agreement shall prohibit the Recipient or its Representatives from retaining such materials as the Recipient or its Representatives may be required to be maintained pursuant to legal and regulatory requirements.

**Civil Process.** If the Recipient receives a subpoena or other validly issued administrative or judicial process demanding the Recipient to disclose all or any part of the Confidential Information, the Recipient shall, to the extent permitted by law, promptly notify the Disclosing Party of such request or requirement so that the Disclosing Party may seek an appropriate protective order or waive the Recipient's compliance with the provisions of this Agreement. To the extent required by legal or regulatory requirements, Confidential Information may be disclosed to a bank regulatory authority without notice to the Disclosing Party. If the Disclosing Party decides to seek a protective order, the Recipient agrees to assist such party in obtaining such an order. If, in the absence of a protective order or upon the receipt of a waiver under this Agreement, the Recipient, in the opinion of the Recipient's counsel, is compelled to disclose such information, the Recipient may disclose such Confidential Information without liability under this Agreement.

**Expiration.** This Agreement shall expire on the date which is one (1) year from the date of this Agreement, and shall survive the Foreclosure. To the extent that this Agreement permits or requires disclosure of such Confidential Information to third parties, the Recipient agrees that it shall not, other than in its performance of its obligations in connection with the Foreclosure, (a) use or permit the use for any purpose of any individual's non-public personal information (as such term is defined in the Gramm-Leach-Bliley Act, Title V, Subtitle A, 15 U.S.C. § 6801 *et seq.*), which may be disclosed or conveyed to the Recipient by the Disclosing Party ("**Non-Public Personal Information**") or (b) disclose such information or permit the disclosure of such information to any third party. The Recipient shall promptly notify the Disclosing Party in writing following the Recipient's discovery of any security breach which results in any unauthorized disclosure of or unauthorized access to Non-Public Personal Information.



**Remedies for Breach.** The Recipient agrees that any failure by it to comply with the provisions of this Agreement may result in irreparable and continuing injury to the Disclosing Party for which money damages may not be a sufficient remedy at law and that in the event of such failure to comply, the Disclosing Party shall be entitled, in addition to such other and further relief as may be proper, to all types of equitable relief as may be necessary or appropriate to cause the Recipient to comply with the provisions of this Agreement.

**Indemnification.** The Recipient agrees that it shall protect, defend, indemnify, save and hold harmless the Disclosing Party, its officers, employees, affiliates, disclosed and undisclosed principals, agents and Representatives (Disclosing Party and each such person being an “**Indemnified Party**”) against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damages, costs or liability (including attorneys’ fees and expenses) of any kind or nature, whether joint or several, to which such Indemnified Party may become subject under applicable federal or state law, or otherwise, by or in favor of anyone whomsoever, resulting from, arising from or occasioned in whole or in part by an act or omission by the Recipient or its Representatives in the use of the information relating to the Property or the Foreclosure.

**Severability; Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other portion of this Agreement. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

**Notices.** All notices, consents, requests, demands or other communications hereunder (collectively, “**Notices**”) shall be in writing and shall be given personally, by registered or certified mail, by facsimile transmission, by electronic mail or by a nationally recognized express overnight courier, as follows:

To the Disclosing Party:

Motleys Auctions, Inc.  
Attn: Richard Bryan, Advisor  
3600 Deepwater Terminal Road  
Richmond, VA 23234  
Phone: (804) 655-2412  
E-mail: rbryan@svn.com

To the Recipient:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

or to such other address or such other person as a party hereto shall have last designated by Notice to the other party hereto. All Notices shall be deemed to have given three (3) days following deposit in U.S. Postal Service (postage prepaid) or, upon receipt, if sent by courier, facsimile (so long as confirmed by an appropriate automatic confirmation page), electronic mail (so long as confirmed by an appropriate automatic confirmation page) or personally delivered. Telephone numbers are provided herein for convenience only and shall not alter the manner of giving Notice set forth herein.

**Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. No party shall assign this Agreement without the prior written consent of the other party.

**Choice of Law & Jurisdiction.** This Agreement will be governed solely by the internal laws of the Commonwealth of Virginia, without reference to any principle of conflicts of law that would apply the law of any other jurisdiction to the rights and duties of the parties. The parties hereto consent to the personal and exclusive jurisdiction of the federal and state courts having jurisdiction over the City of Richmond, Virginia.

**Entire Agreement; Amendment or Modification.** This Agreement constitutes the entire understanding between the parties hereto with respect to the Confidential Information and supersedes any prior understanding or agreement relating hereto. This Agreement may be amended or modified, or its requirements waived, only by a writing signed by such person or persons against whom enforcement of such amendment or waiver is sought.

**Counterparts and Facsimile Signatures.** This Agreement may be executed by facsimile transmission in one or more counterparts, each of which counterparts shall be deemed to be an original, and all counterparts shall constitute one and the same instruments.

**Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS THERETO.

[REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGE FOLLOWS.]



IN WITNESS WHEREOF, the Recipient and the Disclosing Party have executed this Agreement as of the date first written above.

\_\_\_\_\_,  
as Recipient

By: \_\_\_\_\_  
Name:  
Title:

MOTLEYS AUCTIONS, INC.,  
as Disclosing Party

By: \_\_\_\_\_  
Name:  
Title:



## REAL ESTATE REGISTRATION FORM



Full Name: \_\_\_\_\_ Bidder #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Area Code & Telephone: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

### ***How did you hear about our sale?***

Currently On Email List

☐

Email

☐

Flyer/Brochure

☐

Our Website

☐

Internet Search

☐

Trade Publication

☐

Facebook

☐

Friend

☐

Other Website

☐

If Other, Please Specify: \_\_\_\_\_

### ***Mailing List Interests***

Currently On Email List

☐

Industrial Equipment  
& Trucks

☐

Vehicles

☐

Real Estate

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I personally guarantee payment and personally agree to and understand all of the terms and conditions of this sale as set forth in the Terms & Conditions or announcements made by sales staff. 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. (Motleys) 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-selling the property, any deficit realized on a re-sale from the original selling price, any commission to Motleys, 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 Motleys to collect any sum due under this agreement. I agree that any other dispute arising out of this sale shall be resolved solely by final and binding arbitration held in the County of Henrico, 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. Motleys is the agent for the Seller. Payment must be in the form of Cash, Approved Credit Card, 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 and submit a Broker Participation Form to qualify for cooperating fee.*

**IMPORTANT: PRINT NAME (S) AS IT IS TO APPEAR ON THE PROPERTY DEED:**

\_\_\_\_\_

**DEPOSIT CONFIRMED:**

\$ \_\_\_\_\_

**FOR OFFICE USE ONLY**

**REMIT TO: [pbyrum@motleys.com](mailto:pbyrum@motleys.com)**



## BROKER PARTICIPATION ACKNOWLEDGMENT FORM

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

Phone: (804) 655-2412  
Email: rbryan@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!**

# 4 ADVISOR BIOS

7223 Coardtwn Rd.  
New Church, VA 23415



# Advisor Bio & Contact 1

## **TIM DUDLEY, CAI, AARE**

### Senior Advisor

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3600 Deepwater Terminal Rd.  
Suite 200  
Richmond, VA 23234  
T 804.822.3131  
C 757.288.1854  
tdudley@svn.com  
VA #0225104717

## **PROFESSIONAL BACKGROUND**

Tim Dudley, a licensed Broker and Vice President of SVN/Motleys, is experienced in the sale and valuation of commercial real estate. Some of the properties that Mr. Dudley has sold include office buildings, manufacturing facilities, shopping centers, single and multi-family properties, resort properties, timberland and agricultural tracts, and more. He has worked with many regional and national banks and corporate clients and has conducted transactions in more than 20 states. Mr. Dudley has also provided expert witness testimony in several jurisdictions of the U.S. Bankruptcy Court.

Mr. Dudley is a former director and past president of the Virginia Auctioneers Association [VAA] and is also a Virginia State Champion Auctioneer and in the VAA Hall of Fame [2014]. He is a graduate of the Certified Auctioneers Institute [CAI] and holds the Accredited Auctioneer of Real Estate [AARE] designation. Prior to joining SVN/Motleys, he was a principal in the Tim Dudley auction firms of Fox & Associates and the Dudley Auction Group.

Mr. Dudley has received a SVN Partners Circle Award in 2013, 2014, 2015, and 2016. This award is given to the top 30 producing Advisors in the SVN National Network. Mr. Dudley is also a founding member of SVN Auction Services. Mr. Dudley has been awarded a 2015 CoStar Power Broker award for being a top broker in the Richmond market.

## **MEMBERSHIPS & AFFILIATIONS**

Certified Auctioneers Institute  
Accredited Auctioneer of Real Estate  
Virginia Auctioneers Association  
National Auctioneers Association  
Richmond Association of Realtors  
Turnaround Management Association

# Advisor Bio & Contact 2

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# Disclaimer

The material contained in this 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 the SVN® Advisor or Property Owner, or used for any purpose whatsoever other than to evaluate the possible purchase of the Property.

The only party authorized to represent the 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 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 the SVN Advisor.

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 representation of the Property. This Offering Brochure may include certain statements and estimates with respect to 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 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 Offering Brochure are advised and encouraged to conduct their own comprehensive review and analysis of the Property.

This 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 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.



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[svnmotleys.com](http://svnmotleys.com)