AppraiseSell, LLC
2711 Buford Rd, Suite 316
Richmond, VA 23235
Phone: 804-358-0500
Fax: 804-359-2586
Servicer

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eBIDLOCAL.com
2711 Buford Rd, Suite 316
Richmond, VA 23235
Phone: 804-358-0500
Fax: 804-359-2586
Platform

Auction Property Information Package (PIP)

Sale #1435: Online-Only REAL ESTATE AUCTION

17103 Tyler Station Rd *on 11+ Acres*, Beaverdam VA 23105

Western Hanover / Beaverdam / Lake Anna Area – Real Estate Auction!

ONLINE AUCTION: Ready to Renovate!
NOW SELLS with high bid of $150,000+*
(Compare Area Homes Sold @ $250k-$375k+)
Name your price; be the High Bidder!

Open House Previews
Tuesday, Sep 21 2021, 11am-1pm
Tuesday, Sep 28 2021, 11am-1pm

7-Day Online Auction Bidding
Starts: Thursday, Sep 23 2021, 1:00pm
ENDS: Thursday, Sep 30 2021, 1:00pm
All Bidding Online Only at
www.EBIDLOCAL.com

Property Location:
17103 Tyler Station Rd, Beaverdam VA 23105 (Hanover County)

PRIME RURAL PROPERTY – 3BR, 2BTH, 2-STORY, 11.29 ACRES - SELLING AT AUCTION - NAME YOUR PRICE!

BIDDING OPENS AT JUST $150,000+*: That's no typo – you can own this idyllic home in the desirable Western Hanover County / Beaverdam / Lake Anna area for as little as $165,000 (*including 10% Buyer's Premium). This 3 Bedroom, 2+ Bath, 2-Story Home is 1,848sf, on 11.29+/- Acres (per tax record), has Vaulted Ceilings, Stone Fireplace, Raised Deck, 1st Floor Master Bedroom & Bath, 2 Bedrooms & 1 Bath Upstairs, plus Full Walkout Basement (Workshop areas & bonus Bath), and Detached 2-Car Garage, located on Tyler Station Rd (Rt.658). Area Homes typically sell in the $250k - $375k+ range. This quiet rural **Home on 11.29+/- Acres** is Ready-to-Move-In, or Renovate/Redecorate to suit your design taste and budget….

BE TOP BIDDER & WIN!

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General Property & Auction Overview

Sale #1435: Online-Only REAL ESTATE AUCTION

17103 Tyler Station Rd *on 11+ Acres*, Beaverdam VA 23105

SELLING AT AUCTION, WITH BIDDING OPENING at just $150,000+* By order of Executor of the Estate, this property is being auctioned to the highest bidder. A highly desirable, quiet rural home location ***ON 11.29+/- ACRES*** in the Beaverdam area of Western Hanover County, near Lake Anna, with most area homes selling in a much higher price range **(compare area sales at $250k-$375k+)**. Ready-to-Move-In, or Renovate/Redecorate, this is a great opportunity for a home owner, or an insightful investor desiring an idyllic country setting. Any and all questions regarding this property or the auction process should be directed to Auctioneer David Staples: **804-358-0500**.

Property Features Include:
2-Story Rural Home with 3 Bedrooms, 2 Baths, 1,848sf±, **on 11.29± Acres** (per tax record)
Living Room w/Stone Fireplace & Vaulted Ceilings, Open Dining Room / Kitchen
First Floor Master Bedroom & Bath, 2 Bedrooms & 1 Bath Upstairs
Walkout Basement / Workshop Rooms with bonus Bath
Detached 2-Car Garage, Utility Shed, and more
Ready-to-Move-In, or Renovate / Redecorate to suit your design taste & budget
(Tax Parcel ID#: 7816-73-8837, Legal Description: FORE & AFT ACRES LOT 2, Hanover County VA)
Area Amenities Include Proximity to: Lake Anna State Park, Patrick Henry High School, Liberty Middle School, Beaverdam Elementary School, with nearby access to Lake Caroline, Kings Dominion, Rt.33, I-64, Rt.1, I-95, and more!

Auction Dates/Times:
OPEN HOUSE PREVIEW #1: Tuesday – 9/21/21 – 11am to 1pm
OPEN HOUSE PREVIEW #2: Tuesday – 9/28/21 – 11am to 1pm
7-DAY ONLINE AUCTION BIDDING STARTS: Thursday – 9/23/21 – 1:00pm EST **(Bidding Starts at just $150k*)**
7-DAY ONLINE AUCTION **BIDDING ENDS**: Thursday – 9/30/21 - Beginning 1:01pm (ALL BIDDING ONLINE ONLY)

Auction Summary:
SELLS AT OR ABOVE $165,000 PURCHASE CONTRACT* (Well below area comps of $250k-$375k+)
BROKER CO-OP: 2% Broker Co-op (See Broker Participation Form or call 804-358-0500)
DEPOSIT: 10% Deposit (cash or wire transfer) due 2 business days after bidding ends
TITLE: Marketable/Insurable Title; All Taxes Current; Special Warranty Deed
CLOSING: All cash closing in 35 days following auction (by Nov 4, 2021)
*Winning Bid + 10% Buyer's Premium = Purchase Contract Price
BIDDER REGISTRATION: Bidder Registration Form is on Pg-15
BROKER PARTICIPATION: Co-Op Form is found on Pg-16

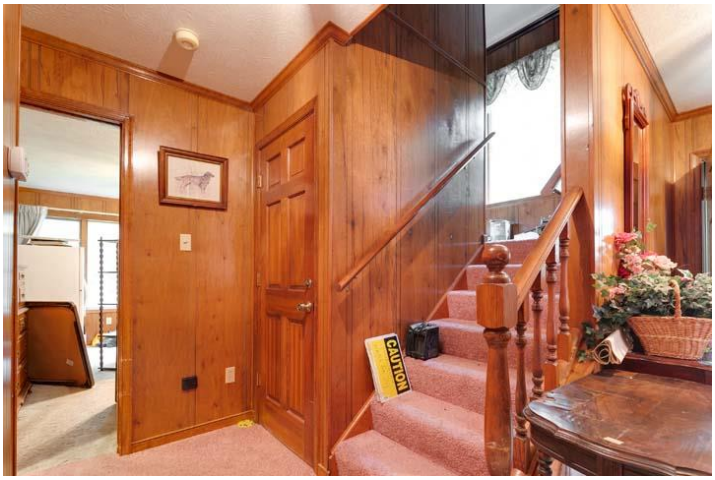
Notice: All Prospective Bidders/Purchasers
Information: All information contained in this and other announcements, notices and advertisements was obtained from sources believed to be accurate. However, no warranty or guarantee, expressed or implied, is intended or made. Neither the Auctioneer, Auction Company, Staff/Employees, Agents/Brokers, Affiliates nor Sellers make or has made any representation or warranty with respect to the accuracy, correctness, completeness, content nor meaning of the information contained herein, nor shall they be liable for any errors or the correctness of information. All information, announcements, notices, terms and conditions are subject to change at any time, before & during the auction and will take precedence over any previous property information or printed terms of sale. Items may be added or deleted.

Property: The property and improvements are being sold “as-is, where-is, with all faults, known and unknown”, without representation or warranty of any kind, including any representations regarding environmental conditions affecting the property. The property shall be sold free and clear of liens, but subject to conditions, restrictions, easements, rights-of-way and reservations, if any, of record; and subject to the rights, if any, of tenants-in-possession, under law. All potential Bidders/Purchasers understand and agree that any inspection, investigation or examination of the property remains in control of the Seller or other parties in possession and their agents until closing. The property is offered for sale to qualified Bidders/Purchasers without regard to race, color, religion, sex, marital status or national origin.

Responsibility: All prospective Bidders/Purchasers are responsible for their own due diligence and should independently investigate and verify all information, including any assumptions on which any bid is based prior to bidding. Any decision to bid/purchase or not to bid/purchase is the sole and independent business decision of the potential Bidder/Purchaser. By participation, any Bidder/Purchaser agrees that no recourse or cause of action shall be brought against the Auctioneer, Auction Company, Staff/Employees, Agents/Brokers, Affiliates nor Sellers should Bidder/Purchaser become dissatisfied with its decision, whatever it may be, now or at any future time/date.

For more information, see:
Terms & Conditions of Auction Sale
Real Estate Contract of Purchase

Property Photographs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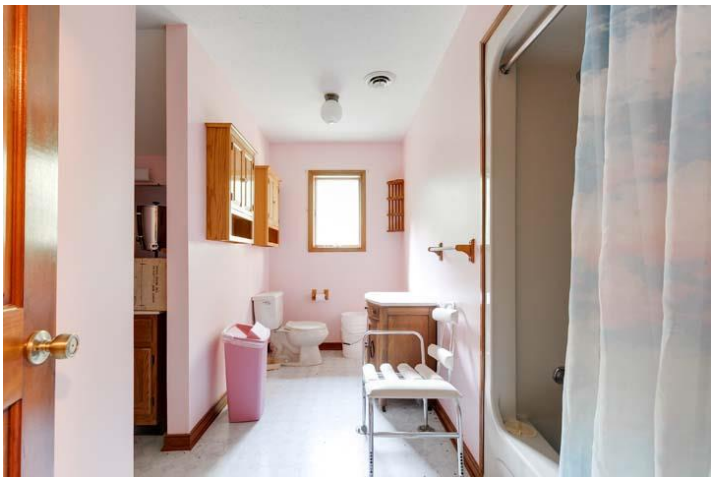


Hanover County VA

Disclaimer | Data Resources | Help | Hanover County

Search Criteria | Search Results | Property Sheet | Map

Printer-Friendly

View In Map

Account Number:	GPIN:	Assessment Area:	Property Address:
10177702	7816-73-8837	020000	17103 TYLER STATION ROAD

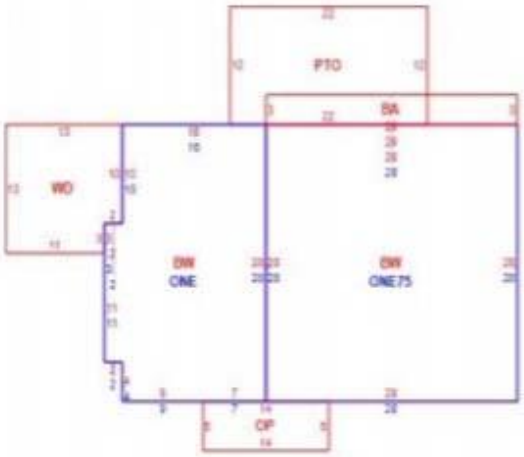
Summary | Assessments | Ownership | Neighborhood Sales | Residential Improvements | Commercial Improvements | Segments and Outbuilding

Exterior and Interior Information

Year Built:	1988
Living Area:	1,848
Style:	CNT
Number of Stories:	1.75
Exterior Wall:	T-111
Roof Cover:	Composition Shingle
Foundation:	Basement
Foundation Construction:	Cinder Block
Finished Basement %:	0
Basement Garage:	No Basement Garage
Basement Garage Doors:	No Bsmt Gar Doors
Number of Rooms:	7
Number of Bedrooms:	3
Number of Full Bathrooms:	2
Number of Half Bathrooms:	
Interior Wall:	Sheet Rock
Interior Floor Covering:	Carpet
Central Heating:	Heat Pump
Air Conditioned:	Central A/C
Fireplace:	1
Fireplace Type:	Brick

Sketch

Click on image to see full size



Hanover County VA

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Account Number:	GPIN:	Assessment Area:	Property Address:
10177702	7816-73-8837	020000	17103 TYLER STATION ROAD

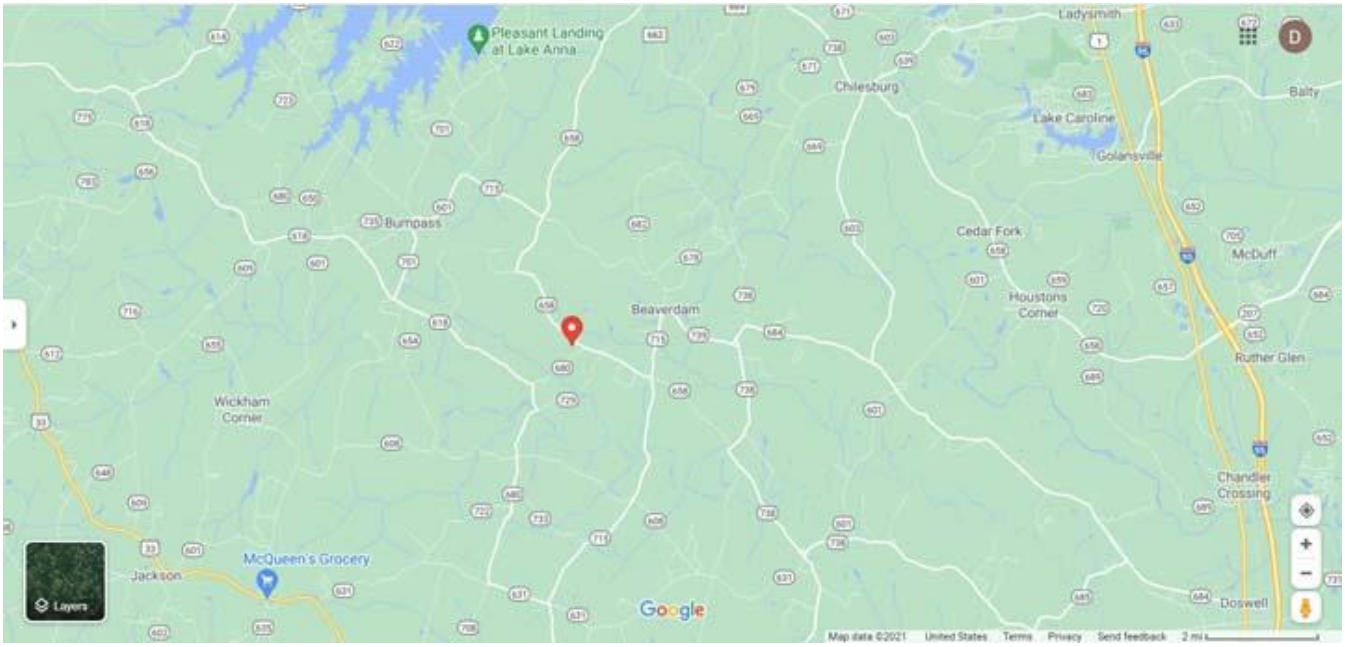
Summary | Assessments | Ownership | Neighborhood Sales | Residential Improvements | Commercial Improvements | Segments and Outbuilding

Segment Information

Building ID	Segment Code	Segment Description	Square Feet
14174	BA	Balcony	84
14174	BW	Basement, Walk-Out	1,260
14174	ONE	One Story	476
14174	ONE75	1 & 3/4 Story	1,372
14174	OP	Open Porch	70
14174	PTO	Patio	264
14174	WD	Wood Deck	163

Outbuilding Information

Building Description	Year Built	Square Feet
G1F - 1 Story Frame Garage	1988	768
TS1 - Tool Shed Good	1988	160


Pleasant Landing at Lake Anna
Ladysmith
Chilesburg
Bally
Lake Caroline
Golansville
Bumpass
Cedar Fork
McDuff
Houstons Corner
Beaverdam
Ruther Glen
Wickham Corner
Chandler Crossing
McQueen's Grocery
Jackson
Doswell
Google
Map data ©2021 United States Terms Privacy Send feedback 2 mi

Tyler Station Rd
Beaverdam Creek
Tyler Station Rd
Google
Imagery ©2021 Commonwealth of Virginia, Maxar Technologies, USDA Farm Service Agency, Map data ©2021 United States 3D Earth view is not available Terms Privacy Send feedback 500 ft

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5-Steps to a Successful Real Estate Auction Experience

1. Register *(Both A & B are required)*

(A) Register Online for your eBIDLOCAL.com private Bidder#

At www.eBIDLOCAL.com /click "Register to Bid" (top of any page)
Read general "Terms & Conditions" /click "Register for Online Auctions (bottom of page)
Note: credit card will be validated prior to real estate auction bidding approval

(B) Send in your "Bidder Registration & Acknowledgement Form"

Print Bidder form found on next page in Property Information Package (PIP)
Fill-in, sign, and send to our office (e. info@ebidlocal.com, f: 804-359-2586)
(If registering with Agent/Broker, have them sign/send the Broker Form too)

Please read all Terms & Conditions thoroughly, it's important to know how this works

2. Inspect

Attend the Open House Previews (Agents/Brokers/Inspectors/Contractors welcome)
Download the PIP, read & understand all documents, perform due diligence
Ask any questions you need to make your own value determination

3. Bid & Win

When 7-Day Auction opens for bidding, watch & bid your level of interest
Remember, most bidding activity occurs last minute on auction ending day
Note: Any bid placed in last 4 minutes creates new ending time 4 minutes later
Be the successful winning High Bidder; Don't let this one get away!

4. Deposit & Sign

Winning High Bid + 10% Buyer Premium = Purchase Contract Price
Remit 10% Non-Refundable Deposit (of Purchase Contract Price)
($1,000 by credit card, balance by wired funds transfer)
Sign Purchase Contract (we'll send documents electronically)
(All deposits & signed purchase contract due within 48 hours)

5. Close

Select your closing Attorney/Agent (or ours)
Regular follow-up to ensure timely closing
Arrange funds to agent funds for closing

ENJOY YOUR NEW PROPERTY OWNERSHIP
AT A FAIR & COMPETITIVE AUCTION PRICE

Please call us if you know someone we can help sell: eBIDLOCAL.com - 804-358-0500

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Bidder Registration & Acknowledgement Form

Sale #1435, Property: 17103 Tyler Station Rd, Beaverdam VA 23105

Bidder(s): _____ eBIDLOCAL.com Bidder #: _____

Mailing Address: _____ City, ST, Zip: _____

Phone: _____ Cell: _____ Email: _____

Today's Time/Day/Date is: _____ Time, _____ Day, _____/_____/ 2021 Date

I hereby authorize: eBIDLOCAL.com to approve me as a Registered Bidder for this online Real Estate Auction, and to enter the following Opening and/or Maximum Bids (if any) on my behalf in the online bidding system. I understand all bids are entered on a first-come, first-entered basis, and any prior received bids at or above my bids indicated below may supersede my bid.

Opening Bid of: $_____ , and/or a

Maximum Bid of: $_____ (Optional), for the above listed Property.

(Note: Either, or both, of the above numbers can be $0.00 if Bidder wishes to do all bidding online on their own after being approved, however no bid amount will be accepted, placed or entered that is below the minimum stated starting/opening bid online.)

This Registration Form must be filled out and submitted prior to a Bidder being accepted to participate in the Online Bidding process. *(Bidders must also be registered on the eBIDLOCAL.com website to be supplied a Bidder # and private password with which to bid.)* Bidder understands they are not required to place an Opening Bid amount (it can be $0.00) to register. In the event of a tie opening bid, the earlier of the bids received shall prevail. Bidder understands their optional Maximum Bid, if any, will be entered and compete automatically against all other bids only to the extent required to remain the high bidder, based upon the increments involved at that price level, or until surpassed by another higher bid. Bidder understands any/all further bidding, other than that authorized above on this Bidder Registration Form, must be performed directly by the Bidder their self via active online bidding participation in the Auction.

I/Bidder(s) understand and herby agree (i) to the Terms & Conditions of Auction Sale for this Property, (ii) if declared the final and winning high Bidder agree to sign the required Real Estate Contract of Purchase, (iii) to remit all required non-refundable deposit funds in cash or wire transfer within 48 hours of conclusion of auction, and (iv) hereby authorize the Auctioneer (and my registered Broker/Agent, if applicable) to enter this Opening Bid (and Maximum Bid, if stated above) on my behalf.

_____ _____ _____
Registered Bidder Signature Authorization | Auctioneer Receipt Acknowledgement | Date/Time

This signed Bidder Registration Form must be received in our office no later than 5:00pm THE DAY BEFORE the Auction End Date, either by email to: info@ebidlocal.com, or by fax to: 804-359-2586.

*Note: If Bidder is **not** being Registered with a Broker, this Bidder Registration Form may be sent in by itself.*
*If a Bidder **is** being Registered with a Broker, both Bidder Form and Broker Form must be sent in together.*

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Broker Participation & Acknowledgement Form

Sale #1435, Property: 17103 Tyler Station Rd, Beaverdam VA 23105

Name of Broker/Agent: _____

Name of Company: _____

Phone Number & Email Address: _____

Bidder Name: _____

Bidder Contact Info: _____

Broker Participation Commission: A licensed Broker/Agent has an opportunity to earn a 2% Commission of the final winning high bid price (not including 10% Buyer's Premium), if the Broker properly registers a Bidder who places the final winning high bid, and such Bidder successfully pays for and closes on the property (including all closing costs). Such Broker Commission shall qualify and be applied at closing based upon the following:

- Your commission shall be **2% of the final winning High Bid** placed by your properly registered bidder

Broker acknowledges the purpose of this Commission is to promote the reasonable development of a market value opinion for this property, working in conjunction with a Bidder, and to encourage the authorized placement of an Opening Bid as closely relevant as possible to that determination of value.

Broker understands their Bidder is not required to place an Opening Bid (it can be $0.00), and in the event of a tie opening bid, the earlier of the opening bids received shall prevail. Broker understands any optional Maximum Bid placed by their Bidder will be entered and compete against all other interested parties only to the extent required to remain the high bidder, based upon the bidding increments set by the Auctioneer at that price level. Broker understands any/all further bidding, other than that authorized on this Bidder Registration Form, must be actively performed by the Bidder their self in the Auction.

Brokers/Agents acting as principals or employees, affiliates or immediate family members are not eligible for this commission. Broker agrees that if commissions are reduced due to negotiations between Bidder/Buyer and Seller, the commission of all Brokers/Agents shall be reduced proportionately to their participation in the total commission. Broker agrees to indemnify and hold harmless Auctioneer, including any reasonable attorney's fees, from any and all claims with regard to such commission. If Auctioneer is required to litigate to collect the commission, reasonable attorney's fees and costs shall be deducted from the gross commission and the balance shall be divided proportionately. No oral registrations will be accepted or qualify Broker for commission.

Broker/Agent Signature: _____ Date _____

Real Estate License No: _____

I/Bidder agree that the above named Broker is authorized to register me to bid in this real estate transaction, and that Auctioneer and any/all Brokers involved in this transaction are representing the Seller.

Bidder's Signature: _____ Bidder#_____ Date_____

All signed Broker and Bidder Forms must be received in our office no later than 5:00pm THE DAY BEFORE the Auction End Date, either by email to: info@ebidlocal.com, or by fax to: 804-359-2586.
*Note: If a Bidder **is** being Registered with a Broker, both Bidder Form and Broker Form must be sent in together.*

Terms and Conditions of Auction Sale

Sale #1435, Property: 17103 Tyler Station Rd, Beaverdam VA 23105

Terms and Conditions: The below stated Terms and Conditions of Auction Sale (the "Auction T&C") apply to all online real estate auctions conducted by Appraise Sell LLC d/b/a eBIDLOCAL.com (the "Auctioneer"). All participants (the "Bidders"), by participating in this auction, agree to and acknowledge that they have read and understand all the Auction T&C prior to bidding. The term "Purchaser" refers to the successful high bidder of this auction. The property or properties being sold in this auction is owned by one or more parties referred to in these Auction T&C as the "Seller". The reference to "Auctioneer" includes the licensed Auctioneer, all the Auctioneer's officers, directors, employees, staff, principals, agents/brokers, affiliates and other representatives.

Timed Online Auctions: The Auctioneer is conducting this auction as a Timed Online Auction, with all bidding required to take place at the following online auction website: www.eBIDLOCAL.com.

Bidder Registration and Verification: To bid in this auction, Bidders will be required to register at the eBIDLOCAL.com website. In order to register for this auction, prospective Bidders must be 18 years of age or older, and are subject to verification through valid credit card information, or other method as determined by Auctioneer in its sole discretion, and as provided by Bidders in the registration process. Auctioneer, in its sole and absolute discretion, may determine eligibility of Bidder based on the Auctioneer's previous, or lack of experience with registering Bidder. Bidder understands Auctioneer will use third-party services or other methods or process to verify that Bidder's registration information is valid and Bidder's credit card has available credit. After proper online registration, including setting your own private password, you will be emailed your Bidder number that shall be used for all bidding.

Opening Bid Agreement Form: In addition to registering online at the Auctioneer's website and obtaining a Bidder number to be used during this auction, all Bidders must submit a signed Opening Bid Agreement (form available on Auctioneer's website, that may be updated from time to time at Auctioneer's sole discretion). When Auctioneer has received your Opening Bid Agreement has been received, and approved it, you will receive an email notification that you have been approved for bidding. If we are unable to verify your credit card and/or verification (as set forth above), you will have no rights to bid at this auction, and your registration will be deemed to be not accepted and/or terminated or extinguished without notice. In addition, bidding rights are not absolute, and all registrations, even if successfully verified by credit card as described above, are subject to manual verification at any time, and from time to time, by the Auctioneer in its sole and absolute discretion. We may suspend or terminate your registration for this auction at any time, and for any and all reasons or for no reason, in our sole discretion. We will notify you by email if your approval to bid at this auction has been terminated or suspended.

Agency: All Bidders agree the Auctioneer and any/all commissioned Agents/Brokers, including any Bidder Registered Brokers, are representing the Seller exclusively in this auction transaction. The Auctioneer does not own the property being sold in this auction.

Bidder's Due Diligence: It is a Bidder's responsibility to obtain and read any and all information made available on the eBIDLOCAL.com website relating to this auction(s) and the respective property being sold at said auction(s), and/or to do any other independent due diligence it deems necessary and proper. By bidding, all Bidders acknowledge and represent that they have done so. In addition, all Bidders also acknowledge, consent and agree that the property pursuant to this auction is being sold on an **"As-Is, Where-Is"** basis, and Bidder accepts the property in its **"As-Is, Where-Is"** condition, with no representations or warranties of any kind, expressed or implied, by the Seller and/or the Auctioneer. Any information obtained through the eBIDLOCAL.com website, or directly or indirectly from the Auctioneer and/or the Seller is being presented to the best of the Auctioneer's and/or the Seller's actual knowledge, absent any independent verification, which independent verification is specifically disclaimed. However, Bidders have the right, and are encouraged, prior to bidding, to physically inspect the property, to review any documents relating to the property, and to assess the accuracy and completeness of the information contained in those documents, to seek independent verification through professional advisors of their choosing, and to independently verify and confirm any assumptions, estimates, or projections relating thereto, none of which are a guaranty of any kind, all of which are disclaimed as the property is being sold "As-Is, Where-Is" with no representations or warranties of any kind, expressed or implied by the Seller and/or the Auctioneer. By bidding, or deciding to bid, Bidders acknowledge and warrant that they have relied exclusively upon their own investigation and determinations and/or the advice of their own professional advisors, and expressly represent that they have not in any way relied upon any information, whether by oral, written or electronic documents or communications, or otherwise, provided by the Seller or Auctioneer or Auctioneer's website.

No Conditions / No Contingencies: By participating, and without limiting the generality of the foregoing, Bidders acknowledge and agree that the completion of the sale following conclusion of the auction (i) is not subject to any financing contingency of any sort; (ii) is not contingent upon any inspection of any sort or verification of any such information, and the Bidding Closing Date/Time (as defined below) will not be extended in order to permit time for any such review, inspection or verification; (iii) is not subject to any other contingency of any sort; (iv) that neither the Seller nor the Auctioneer nor any agent/broker participating in this auction transaction shall have any liability for any relief, including damages of any kind, rescission or reformation of the Purchase Contract (as defined below) or adjustment to its terms based upon any failure of the property to conform to any description contained on the Auctioneer's website, or by any oral, written or electronic documents or communications with the Auctioneer or the Seller, or to any expectation or to any standard that Bidder may have in relation to or in connection with the property or the auction process; and (v) TIME IS OF THE ESSENCE concerning payment of any monies due, to include any deposits or earnest money and concerning the Closing Date/Time. By registering to bid and/or bidding in this auction, Bidders represent and warrant that they have conducted all necessary investigations, and are placing any bids in reliance solely upon Bidder's own independent investigation or verification of material facts concerning the sale and the suitability of the property for their intended use if they are the successful winning high Bidder.

Bidding Ending Date/Time: This auction is a timed online auction event, with bidding scheduled to start and end for this particular auction at the times set forth on the eBIDLOCAL.com website. Unless otherwise noted, all time references on the eBIDLOCAL.com website are shown in Eastern Standard Time. If a Bidder is in a different time zone, it is a Bidder's responsibility to convert to Bidder's local time, should it be necessary. It is a Bidder's responsibility to check the eBIDLOCAL.com website periodically and carefully to remain aware of the scheduled starting and ending times. *(Note: The hours and minutes remaining, shown on auction closing day, are a static feature and you must periodically click "refresh" to update the actual time remaining.)*

Extended Bidding Time: This auction utilizes a dynamic closing feature that automatically extends the bidding on any item when a bid is made in the final "X" minutes of that item's scheduled closing time, and will automatically extend again for each subsequent bid placed until there are "X" minutes of inactivity. For example, if "X" is set at 4 minutes and the bidding is scheduled to close at 10:01 AM, and a bid is placed at 9:59 AM, the bidding will be extended until 10:03 AM. ("X" will be set at the sole and absolute discretion of the Auctioneer and may be fewer or more than 4 minutes.) Because of the possibility of extended bidding time, Bidders should continue to monitor and participate in the auction until the online bidding has ended, and the auction has closed.

Bidder Responsibility: Bidders must exercise care in entering and reviewing their bids prior to submission, and will be responsible for any/all bids placed under the Bidder's approved Bidder number. Once a bid is entered and recorded online, it shall be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part under any circumstance.

Bid Increments: The Auctioneer has sole discretion to set, change or modify the required bid increments at any and all times during the auction. (See "Increments" on website; eBIDLOCAL.com) The Auctioneer and Auctioneer's website also provides the opportunity for Bidders to submit a maximum bid amount ("Your Maximum") and to direct the website to automatically bid on such Bidder's behalf in scheduled increments, to be set by the Auctioneer, until Your Maximum is reached. In the event of a tie maximum bid, the first entered maximum bid will prevail. Should any dispute arise among competitive Bidders with regard to the identity or amount of the high bid, the Auctioneer, in Auctioneer's sole discretion, reserves the right to either (i) reopen bidding on the property; or (ii) designate one of the Bidders as the winning high Bidder thereby concluding the auction. All decisions by the Auctioneer shall be final.

Technical Problems: Auctioneer has made good faith and reasonable efforts to provide a reliable online bidding platform for this auction. Bidders recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, or acts of god, may arise and may affect, without limitation, the website, our online bidding platform and process, your or our internet service and access, and your connection to this auction's bidding platform and process. Bidders further recognize and acknowledge that these and other technical problems may develop at any time and with or without notice. Bidders hereby agree to hold harmless the Auctioneer and the Seller for any such technical problems, and acknowledge that they have no absolute or other right to be able to bid on this auction in the event of any such technical problems. Bidders further acknowledge and agree that in the event of any such technical problems, Auctioneer reserves the right, in Auctioneer's sole discretion, to cancel or postpone the auction and/or extend the bidding time for this auction and/or relist the property for auction at some future time, and that Auctioneer's decision with regard to any such actions is and shall be final.

Additional Terms and Conditions: The Auctioneer may provide Additional Terms and Conditions ("Additional T&C") that are specific to this auction and/or the property or properties being sold at this auction. Additional Terms and Conditions may include, but are not limited to, provisions such as: starting and ending times, extended bidding time, bid increments, deposit, and settlement date.

Bidding Deposit: The Auctioneer may require a bidding deposit before a Bidder may bid. Such deposit may be required in the form of a credit card authorization or actual funds transfer, which the Auctioneer may hold until the completion of bidding and for a reasonable period of time following the auction conclusion to allow for the release of any such deposit and/or the return of any such funds.

Buyer's Premium: All Bidders understand and agree that a 10% Buyer's Premium ("Buyer's Premium") is in effect for this auction and will be added to the final high bid to arrive at, and which becomes part of the total Purchase Contract price which must be paid by the

successful high Bidder at Closing Settlement. *(Example: If the final high bid is $200,000, a Buyer's Premium of $20,000 will be added to arrive at a total Purchase Contract price of $220,000.)*

Earnest Money Deposit: Upon completion of the bidding process, the successful high bidder will be required to pay over an earnest money deposit in an amount equal to **10% of the total Purchase Contract price, or $15,000.00, whichever is greater**, as follows: Bidder will immediately be charged a $1,000.00 initial deposit to the Bidder's credit card on file, and Bidder will then be required to submit the balance of the deposit in the form of a bank wired funds transfer (routing instructions supplied by Auctioneer), within forty-eight (48) hours (or other such time as may be specified by Auctioneer) following the close of the auction, to be held in the Auctioneer's or designated agent's escrow account. *(Example: If the total Purchase Contract price is $220,000, an Earnest Money Deposit of $22,000 would be immediately due; $1,000 by credit card and $21,000 by wired funds transfer, leaving a balance due at closing of $198,000.)*

Purchase Contract†: The successful high Bidder will be required to sign a Real Estate Contract of Purchase document, (the "Purchase Contract") and other necessary documents in a form designated by the Auctioneer. The Purchase Contract shall be signed by Bidder within 48 hours following the close of the auction, unless otherwise specified by Auctioneer. The Purchase Contract terms are expressly non-negotiable and the Purchase Contract, unless specifically permitted by the Purchase Contract or expressly agreed upon in writing by the Seller or Auctioneer in their sole discretion, must be signed in the name of the Bidder and may not be assigned to any other person or party. The Purchase Contract shall set forth the terms and conditions specific to this sale, including the Closing Settlement Date by which the Bidder's purchase of the property must be completed with TIME BEING OF THE ESSENCE. Auctioneer retains the right to require additional documents to be signed by Bidder, should Auctioneer, in its sole discretion, determine them necessary. Some or all of these documents are available for review or download on the eBIDLOCAL.com website or may be obtained from the Auctioneer, and it is a Bidder's responsibility to obtain, read, and understand the provisions of any/all such documents before bidding in this auction. The obligations of the Seller to the successful high Bidder are exclusively those as set forth in the Purchase Contract.

Closing and Settlement†: TIME IS OF THE ESSENCE; All sales must close within the specified period of time as set forth in the Purchase Contract (Section 4, Closing Settlement and Possession), unless extended by the Seller, in Seller's sole discretion, through written notice, signed by all parties. Any such Bidder closing extension requests, unless otherwise provided in the Purchase Contract, shall be in writing and submitted no later than five (5) days before expiration of the stated Closing Settlement and Possession date. Seller retains the right, in Seller's sole discretion, to accept or reject any such requests. In addition to the Earnest Money Deposit, and in preparation for closing, the balance of the purchase price and any and all other funds necessary to complete the purchase must be provided by the successful Bidder by **wired funds transfer** to, and as directed by the closing attorney(s) or agent(s), not later the forty-eight (48) hours before the stated Closing date (or other such time as may be expressly designated by Seller or the attorney/agent).

Bidder Default: If the successful high Bidder shall default in the performance of any terms and conditions of the Purchase Contract, or if the timely Closing shall not occur because of the fault of Purchaser, the Seller may, at its sole discretion, and as its sole and exclusive remedy, rescind the Purchase Contract and Ebid shall deliver the Deposit to the Seller as liquidated damages as a result of the default. The forfeiture of Purchaser's Deposit to Seller does not constitute a penalty, but rather liquidated damages as a result of default, as negotiated by the parties, and the parties agree that this is an accurate representation of Seller's damages.

Additionally, should the Bidder fail to submit the executed Purchase Contract and any required Earnest Money Deposit as required by these Auction T&C and any Additional T&C, the Bidder agrees to pay over to the Auctioneer a fee of Five Thousand and 00/100 Dollars ($5,000.00), which amount may be paid by retention of the Bidder's deposit and/or charged to the Bidder's credit card on file, in the sole discretion of the Auctioneer. This fee to Auctioneer does not constitute a penalty, but rather liquidated damages as a result of default, as negotiated by the parties, and the parties agree that this is an accurate representation of Auctioneer's damages.

A successful high Bidder who fails to make any required earnest money deposits, fails to submit an executed Purchase Contract, or fails to close in a timely manner may, at the sole discretion of the Auctioneer, be prohibited from bidding in future auctions conducted by the Auctioneer. These Bidder Default remedies are in addition to any other remedies, including, but not limited to specific performance, and/or additional money damages that the Seller and/or the Auctioneer may have in equity or at law. The Auctioneer and the Seller also reserve the right to immediately put the property up for sale again, and the defaulting Bidder can and will be held liable for, but not limited to, any resulting deficiency.

Other Terms and Conditions: Bidders acknowledge, understand and agree that the Auctioneer reserves the right, for any reason or for no reason, in the Auctioneer's sole discretion; (i) to determine who may have access to and bid at this auction, (ii) to change or modify the type of auction, venue of auction, and any and all terms of the auction (including Auction T&C and Additional T&C) or particular conditions of sale through announcement either prior to or during the course of the auction, (iii) to postpone, extend, reschedule, or cancel the auction, (iv) to withdraw the property or any one or more properties from the auction, (v) to bid on behalf of the Seller up to the amount of any reserve price, as set by Seller, where permitted by law, (vi) to reject any and all bids, and (vii) to select the winning bid. Bidders further acknowledge that neither the Seller nor the Auctioneer nor any Agent/Broker involved in this auction is making any representation or warranty as to the manner in which the sale process will be managed. Bidders also acknowledge the Seller's obligation to sell any property or properties in this auction shall not be binding until such final Purchase Contract is signed and delivered by the Seller and the winning Bidder, and any acceptance of a winning bid prior to execution of a

binding Purchase Contract may be rescinded by the Seller in the Seller's sole discretion. The Auctioneer reserves the right to sell the property or any one or more of the properties subject to this auction in advance of the auction conclusion. Bidders understand, agree and hereby irrevocably submit to the jurisdiction of the courts of the City of Richmond Virginia and stipulate and agree that the federal and state courts in the City of Richmond Virginia shall have jurisdiction to hear and finally determine any claim, dispute, controversy, action or pending action arising in connection with this auction, or any transactions made in connection with this auction.

Disclosure of Information & Acknowledgements: The successful high Bidder acknowledges and agrees that the following disclosures have been properly given in advance of the auction date, and therefore agrees to waive any and all further disclosures upon signing the Purchase Contract, and waives any rights of rescission thereto:
(i) Lead Based Paint: The ten (10) day inspection period for residential property is prior to the auction ending, and the opportunity is hereby waived from and after the ending date and time of auction.
(ii) Sexual Offender Registry: Purchaser(s) should exercise whatever due diligence they deem necessary with respect to information on any registered sexual offender. Such information may be obtained by contacting your local Police Department or the Department of State Police, Central Criminal Records Exchange.
(iii) Property Owners' Associations: Seller represents that the Property __ is or _X_ is not located within a development that is subject to a Home Owners Association, or a Condominium Association, or a Cooperative Association, or other similarly applicable Association. If the Property is within such a development, Purchaser agrees that the association disclosure packet has been made available for inspection prior to the auction and hereby waives any right to cancel the Purchase Contract.
(iv) Mechanics Lien: Seller represents to Purchaser that no labor or materials have been furnished to the property within the statutory period for the filing of mechanics' or materialmens' liens against the property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser and affidavit signed by Seller and the person(s) furnishing the labor or materials that the cost thereof have been paid. An effective lien for work performed prior to the date of settlement may be filed after settlement. Legal counsel should be consulted.

Electronic Signatures: Both Seller and Purchaser (Bidder), in accordance with the Uniform Electronic Transaction Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regrading electronic signatures and transactions, expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing the Purchase Contract.

Auction Summary:

- **Buyer's Premium:** A 10% Buyer's Premium will be added to the high bid and become part of the purchase price.
- **Closing:** All cash, **35-Day closing**, sold in "As-Is, Where-Is" condition, with no contingencies of any sort.
- **Deposit:** Full 10% Non-refundable deposit due within 48 hours of notification as successful high Bidder.
- **Broker Co-op:** **2% of the High Bid** paid to a properly registered Broker at settlement. (see Broker form)
- **Agency Disclosure:** Auctioneer is acting as Agent for the Seller only.

Disclaimer: Information provided by Auctioneer and contained herein is believed to be correct to the best of Auctioneer's knowledge but is subject to inspection and verification by all parties relying on it. Sellers, their representatives and Auctioneer/Agent/Broker shall not be liable for inaccuracies, errors, or omissions. All acreage, square footage, and any other dimensions are approximate. This auction offering is subject to prior sale and maybe modified, extended, withdrawn or cancelled at any time without notice.

AppraiseSell, LLC
2711 Buford Rd, Suite 316
Richmond, VA 23235
Phone: 804-358-0500
Fax: 804-359-2586
Servicer

~ Your Exclusive Sales Team ~

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2711 Buford Rd, Suite 316
Richmond, VA 23235
Phone: 804-358-0500
Fax: 804-359-2586
Platform

Real Estate Contract of Purchase ("Purchase Contract")

This Real Estate Purchase Agreement (the "Agreement") is made this _____ day of _____, 2021 by and between:

_____(the "Seller", whether one or more), and

_____ and/or assigns (the "Purchaser", whether one or more).

W I T N E S S E T H:

WHEREAS Purchaser has delivered and/or agreed to deliver a deposit in the amount of _____ and 00/100 Dollars ($_____.00) cash to the auction firm Appraise Sell, LLC d/b/a eBIDLOCAL.com ("Ebid").

WHEREAS Purchaser agrees to purchase, and Seller agrees to sell the piece or parcel of real property, including improvements, located in the County or City of _____, Virginia, described as and more commonly known as: _____ _____ (the "Property") subject to the terms and provisions of this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions set forth herein, the parties do hereby agree as follows:

1. **Auction Terms and Conditions:** The Terms and Conditions of Auction Sale ("Auction T&C"), to include any and all written announcements, proclamations, and/or declarations made prior to the auction in connection with the Auction T&C shall be considered as wholly integrated into this Purchase Contract, as if they were set forth in this Purchase Contract. Should any conflict arise between the provisions of this Purchase Contract and the Auction T&C, the Auction T&C shall control.

2. **Purchase Price:** The purchase price for the Property shall be _____ ____ and 00/100 DOLLARS ($_____.00) (the "Purchase Price") as set forth in the detail below. Purchaser acknowledges and consents that the final purchase price shall include, and be the sum of, the Purchaser's final high bid at auction, together with a premium charge of TEN PERCENT (10%) (the "Buyer's Premium"). The full calculation of the Purchase Price is as follows:

High Bid		$_____
10% Buyer's Premium	Plus	$_____
Total Purchase Price	Equals	$_____
Deposit Now Due	Less	$_____ (Collecting Amounts due as per below)
Credit Card Deposit		Amount $_____1,000.00 (Charged at Auction Conclusion)
Balance of Deposit Due		Amount $_____ (Wire transfer due within 48 Hours)
Balance of Purchase Price	Equals	$_____ (Due at Closing Settlement)

Purchaser agrees to pay over the Purchase Price, in gross United States Dollars cash as follows below:
(a) **Deposits:** Purchaser agrees and consents that Ebid shall charge the above stated Credit Card Deposit amount to Purchaser's credit card on file immediately upon conclusion of the auction, and Purchaser agrees and consents to pay the above stated Balance of Deposit Due to Ebid within 48 hours upon conclusion of the auction and by execution of this contract **by wired funds transfer** unless otherwise agreed by the Auctioneer (which may include, for example, certified check, or in cash).
(b) **Escrow:** Purchaser agrees and consents that Ebid shall hold Purchaser's Deposit in escrow and shall, upon Closing (as defined and discussed below), apply it to the Purchase Price. Alternatively, Ebid may, upon instruction by Seller in accordance with the conditions set forth herein; refund to Purchaser the entire Deposit; or, in the event of Purchaser's default, account the Deposit to Seller in accordance with **Section 7** below. Any interest accruing on the Deposits while held by Ebid shall be retained by Ebid.
(c) **Demand Note:** Purchaser agrees and consents that if any portion of the Deposit is made with a personal or company check

this contract will additionally constitute a Confession of Judgement Demand Note, per the terms of **Addendum A**, which is attached hereto and incorporated herein. Such note will constitute Purchaser's personal guarantee of the check. Should Auctioneer/Broker or Seller be required to pursue collection on this check or enforcement of this Contract, the cost of such collection and Auctioneers/Brokers/Sellers reasonable attorney fees will be Purchaser's expense, and any and all unpaid amounts due shall accrue interest at 1.5% per month (18% per year) until said amount is fully collected.

(d) **Balance Due at Closing Settlement:** Purchaser agrees and consents to pay the Balance of Purchase Price, defined above, to Seller at closing settlement **by wired funds transfer.** Alternatively, upon Seller consent, Purchaser may pay remaining Balance of Purchase Price by certified or cashier's check, cash, or as otherwise agreed to by Seller and Purchaser's attorney or closing agent.

3. **Settlement Costs and Proration:** Each party shall bear its own costs and fees in connection with the Purchase Contract, except as specifically provided in the Purchase Contract, whether or not closing occurs. All recording costs, taxes, fees, survey (if any), and closing expenses shall be the responsibility of the Purchaser. Apportionable items, such as real estate taxes, shall be prorated at Closing. At Closing, Seller shall convey good and marketable Title, as provided in **Section 5**, and is responsible for any expense in connection with preparation of the Deed, and costs/fees (if any, and however named) specifically imposed upon Sellers by local, county or state governments.

4. **Closing Settlement and Possession†:** Settlement shall occur in a timely manner, and take place on or before **11/4/2021** , WITH TIME BEING OF THE ESSENCE, at the office of an attorney or closing agent of Purchaser's choice who shall be the settlement agent for this transaction for tax reporting purposes. Unless otherwise agreed in writing by the parties, possession of the Property shall be given to Purchaser at time of settlement following payment of the Purchase Price, and subject to the rights of tenants, if any.

5. **Title:**

(a) **Good Title:** As a condition to Closing, title to the Property at Closing shall be good and marketable and insurable, and conveyed to Purchaser by Special Warranty Deed, free of any mortgages or monetary liens, subject only to the permitted exceptions (as hereinafter defined). The term "Permitted Exceptions" shall mean: (1) the lien of real estate taxes not yet due and payable; (2) all building, zoning and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting the Property; (3) any existing general utility or other easements, encumbrances, or restrictive covenants of record, serving or passing through the Property; and, (4) all matters revealed in the Title Commitment obtained by Purchaser pursuant to subparagraph (b) hereof or of record as of such date (excluding mortgages, deeds of trust or other monetary liens encumbering the Property) and approved by Purchaser.

(b) **Title Defects:** Should Purchaser's Title Commitment search discover any real and/or potential title defects (excluding Permitted Exceptions as defined above) that precludes Purchaser from procuring an owner's Title Insurance commitment protection without extraordinary exception, Purchaser shall notify Seller of said defects through written notification to Seller no later than ten (10) business days following the execution of this Purchase Contract. If Purchaser fails to provide such timely written notice of objection, then Purchaser shall conclusively be deemed to have approved all matters affecting title to the Property. Upon such notification, Seller shall have the right to endeavor to cure or remove any such title defects, and Seller may, in its sole discretion, extend the Closing date accordingly a reasonable amount of time to allow for such cure or removal of said title defects. Upon Seller's (1) failure to cure or remove title defects, or (2) election not to attempt to cure title defects, then Purchaser shall, in its sole discretion, have the option to: (1) waive any and/or all title defects raised and proceed with Closing, with no adjustment or modification of the stated Purchase Price; or (2) terminate this Purchase Contract, whereupon all rights and responsibilities hereunder shall be null and void, and neither party shall have any further obligation hereunder, other than the return of the Deposit (less any accrued interest) by Ebid to Purchaser. Any and all title survey costs shall be borne by Purchaser.

6. **Physical Property Condition and Conditions of Sale:**

DISCLAIMER: PURCHASER EXPRESSLY AGREES AND CONSENTS THAT THE PROPERTY IS BEING SOLD AND CONVEYED "AS IS, WHERE IS, WITH ALL FAULTS", KNOWN OR UNKNOWN, WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, COMPLIANCE WITH LOCAL, STATE OR FEDERAL LAWS, AND SUBJECT TO ORDINARY WEAR AND TEAR OCCURRING BETWEEN NOW AND CLOSING SETTLEMENT. Additionally, Purchaser agrees and consents to the following:

(a) **Sold in Gross:** Properties are being sold in gross in all cases. If a subsequent survey or examination shows a greater or lesser number of acres, or of square footage, of the property and/or of the improvements this will not affect the purchase or the Purchase Price.

(b) **Physical Condition:** Purchaser acknowledges that it has, at its own expense, conducted whatever investigations, surveys, tests, and other due diligence it deemed appropriate or necessary, and is satisfied with the physical condition of the Property and improvements thereon. Purchaser acknowledges that Seller and Ebid have made no warranties or representations in regard to the Property and improvements thereon, and physical condition of the Property and its improvements, and agrees to indemnify, defend, and hold Seller and Ebid, and their staff, officers, agents, affiliates and attorneys harmless from and against all demands and claims that should arise out of any physical condition of the Property or its improvements, and Purchaser, and/or its successors and assigns, now and in the future, hereby waives any claim, right, action or cause of action regarding the same.

(c) **Improvements:** Should, after the date hereof, but before Closing, the improvements on the Property become damaged, the Seller shall, upon receipt of written notification from Purchaser prior to Closing, have the right until Closing, to endeavor to cure or remove any one or more of such defects. Should Seller elect to attempt cure of such defects, Seller shall notify Purchaser of such election in writing within ten (10) days following receipt of Purchaser notification, and Seller may, in its sole discretion, extend the Closing date accordingly a reasonable amount of time as required to allow for such cure or removal of said defects. Should Seller elect not to cure such defects, Seller shall notify Purchaser of such election in writing within ten (10) days following receipt of Purchaser notification, and Purchaser shall then have the right to either (1) terminate this Purchase Contract, in which event this Purchase Contract shall be then be deemed null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, except as hereinafter provided, and Ebid shall return the Deposit (less accrued interest) to the Purchaser, or (2) waive the title objections and proceed to Closing as set forth in the Purchase Contract, without reduction in the Purchaser Price, in which event all insurance proceeds or claims thereof, if any, received for damage to the improvements exclusively shall be assigned to Purchaser.

(d) **Eminent Domain:** In the event of a taking by eminent domain of the Property or any portion thereof after the date hereof but before Closing, Purchaser shall, within ten (10) days of the taking, either (1) terminate this Purchase Contract, in writing, whereupon all rights and responsibilities hereunder shall be null and void, and neither party shall have any further obligation hereunder, other than the return of the Deposit (less accrued interest) by Ebid to Purchaser, or (2) elect to proceed with Closing, with no adjustment or modification of the stated Purchaser Price, in which event Seller shall convey to Purchaser the portion of the Property remaining after eminent domain and shall assign to Purchaser all of Seller's right, title, and interest in any condemnation or other award arising from and pertaining to the taking of the Property.

7. **Default:** If Purchaser shall default in the performance of any terms and conditions of this Purchase Contract, or if the timely Closing shall not occur because of the fault of Purchaser, the Seller may, at its sole discretion, and as its sole and exclusive remedy, rescind this Purchase Contract and Ebid shall deliver the Deposit to the Seller as liquidated damages as a result of the default. The forfeiture of Purchaser's Deposit to Seller does not constitute a penalty, but rather liquidated damages as a result of default, as negotiated by the parties, and the parties agree that this is an accurate representation of Seller's damages. Nothing in this Section 7 shall be construed as releasing Purchaser from its obligations under Sections 5 and 6 above, specifically including, but not limited to Purchaser's timely delivery of the Termination Notice in the event that Purchaser chooses to terminate this Agreement. If Seller shall default in the performance of this Purchase Contract, or if the Closing shall not occur because of the fault of the Seller, Purchaser may choose to pursue specific performance, or other such actions at law or in equity available to purchaser. A termination of this Purchase Contract under either Section 5 or 6 shall not constitute default under this section.

8. **Notices & Signatures:**

(a) **Written Notices:** Any notice, request, or demand, which, under the terms of this Purchase Contract must or may be given by the parties hereto shall be in writing and will be delivered by hand, sent by express courier service, or sent by U.S. Postal Service certified mail - return receipt requested - postage prepaid, to the respective parties hereto as follows:

If to Seller: _____

With a copy to: Appraise Sell LLC, d/b/a eBIDLOCAL.com, 2711 Buford Rd, Suite 316, Richmond VA 23235

If to Purchaser: _____

With a copy to: Appraise Sell LLC, d/b/a eBIDLOCAL.com, 2711 Buford Rd, Suite 316, Richmond VA 23235

(b) **Address Change:** Any party to this Purchase Contract may change such party's address for the purpose of notice, demands, requests and communications required or permitted under this Purchase Contract by providing written notice of such change of address to all of the parties by written notice as provided herein.

(c) **Delivered Notice:** Any such notice, demand, request or communication shall be deemed to have been given and received for all purposes under this Purchase Contract: (1) One (1) business day after same has been sent by express courier service; or (2) Two (2) business days after the same is deposited in any official depository or receptacle of the U.S. Postal Service certified mail - return receipt requested - postage prepaid.

(d) **Electronic Signatures:** In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, delivery of the executed signature pages to this Purchase Contract may be made by facsimile, pdf or other electronic transmission. Any such signature pages sent by facsimile, pdf or other electronic transmission shall be deemed to be originals for all purposes, and copies of this Purchase Contract containing one or more signature pages that have been delivered by facsimile, pdf or other electronics transmission shall constitute enforceable original documents.

9. **Agency Relationship Disclosure:** Seller and Purchaser acknowledge and agree that Ebid and any other Agents/Broker have acted on Seller's behalf as Seller's agent in connection with this transaction. Seller and Purchaser also hereby confirm that this disclosure of agency relationship has been made in writing. Seller and Purchaser authorize and direct the settlement agent to disburse to Ebid (who will retain its share from Deposit escrow), and to Listing Agent/Broker (if any), and to Selling Agent/Broker (if any), from the settlement proceeds their respective portions of the auction/brokerage fee payable as a result of this sale and closing. Ebid shall deliver to settlement agent, prior to settlement, a written statement setting forth the fees to which such companies are

entitled and to be disbursed. Seller and Purchaser authorize and direct the settlement agent to provide to Ebid, and to each Agent/Broker, a copy of the unified settlement statement for the transaction. Seller and Purchaser agree neither has involved any agent, broker, or finder in this transaction other than Ebid, and the following cooperating:

Listing Agent/Broker (if any) _____ , and

Selling Agent/Broker (if any) _____ , whose compensations are being paid by the Seller, and agrees to indemnify, defend, and hold the other party and Ebid and Listing Agent/Broker and Selling Agent/Broker harmless from any claim in connection therewith.

10. **Miscellaneous:** The provisions of this Purchase Contract shall survive settlement. The parties hereto acknowledge that neither has relied upon any oral representation of the other or of Ebid, or its staff, officers, agents/brokers or affiliates, that no such oral representation will affect in any way the terms of this Purchase Contract and that this Purchase Contract represents the final and complete understanding between the parties. This Purchase Contract cannot be modified or amended, and no waiver of any provision hereof shall be effective, unless in writing executed by the parties hereto.
(a) **Governing Law:** This Purchase Contract shall be governed in all respects, including validity, interpretation and effect by, and shall be enforceable in accordance with the internal laws of the state in which the property being sold resides, without regard to the conflicts of laws principles.
(b) **Venue:** Each party to this Purchase Contract does hereby submit to the jurisdiction of the courts of the City of Richmond Virginia and stipulates and agrees that the federal and state courts in the City of Richmond Virginia shall have jurisdiction to hear and finally determine any claim, dispute, controversy or action arising out of this Purchase Contract.
(c) **Amendments:** This Purchase Contract may not be modified or amended except as herein provided, in a writing signed by all parties.
(d) **Waiver:** Each and every waiver of any covenant, representation, warranty or other provision of this Purchase Contract must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance. No consent or waiver expressed or implied by any party to this Purchase Contract to or of any breach or default by any other party to this Purchase Contract in the performance by such other party of its obligations hereunder, shall be deemed or construed to be a consent or waiver to, or of, any breach or default of any other party of the same or any subsequent obligations hereunder. Failure on the part of any party to this Purchase Contract to complain of any act or failure to act of any party of this Purchase Contract irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting parties of their rights hereunder. All parties to this Purchase Contract have been represented by counsel or have had the opportunity to be so represented. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by both parties.
(e) **Risk of Loss:** Except as provided in **Section 6**, the risk of loss or taking shall remain with Seller until Closing.
(f) **Assignment; Successors and Assigns:** Except as expressly permitted by this Purchase Contract, neither party may assign this Purchase Contract without the prior written consent of the other and Ebid, and any such prohibited assignment shall be void. No assignment shall relieve the assigning party from any liability hereunder, whether arising before or after such assignment. Subject to the foregoing, this Purchase Contract shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devises of the parties.
(g) **Counterpart Execution:** This Purchase Contract may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which shall be considered together as one and the same instrument. Further, in making proof of this Purchase Contract, it shall not be necessary to produce or account for more than one (1) such counterpart. Execution by a party of a signature page hereto shall constitute due execution and shall create a valid, binding obligation of the party so signing, and it shall not be necessary or required that the signatures of all parties appear on a single signature page hereto.
(h) **Severability:** Each clause, paragraph and provision of this Purchase Contract is entirely independent and severable from each other clause, paragraph and provision. If any judicial or state or federal regulatory agency or authority determines that any portion of this Purchase Contract is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this Purchase Contract which will remain and continue in full force and effect. In all other respects, all provisions of this Purchase Contract will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the parties.
(i) **Personal Property:** Any personal property remaining on the property at settlement will convey unless specifically noted in this Purchase Contract. The following personal property DOES NOT convey with this property (unless still remaining on property at settlement, in which case it does convey):

_____

_____

(j) **Entire Agreement:** This Purchase Contract contains the entire agreement between the parties concerning the subject matter of this agreement, and supersedes all prior agreements, arrangements, understandings, letters of intent, conversations and negotiations, whether oral or written, with respect to their subject matter. The parties stipulate that there are no representations with respect to the subject matter of this agreement except those representations specifically set forth in this agreement and the

documents signed or delivered in connection with this agreement. Furthermore, this agreement represents the entire relationship between the parties: that of Seller and Purchaser. Nothing hereto shall be construed as creating a relationship between the parties other than that of Purchaser and Seller, and neither party shall be liable for any debts or obligations of the other.

TIME IS OF THE ESSENCE IN CONNECTION WITH THIS PURCHASE CONTRACT† and this is an irrevocable offer to purchase without contingencies. In the event the Purchaser fails to perform according to the terms of this Purchase Contract, the Deposit shall be forfeited and applied against Seller's damages without affecting any of the Seller's further remedies it may have at law or in equity. All forfeited deposits shall be equally divided between the Seller and Ebid**.**

WITNESS the following signatures and seals:

SELLER:

_____ (SEAL)

_____ (SEAL)

PURCHASER(S):

_____ (SEAL)

_____ (SEAL)

SELLER'S NAME/ADDRESS/PHONE/EMAIL:

_____

_____

_____

_____

PURCHASER(S) NAME/ADDRESS/PHONE/EMAIL:

_____

_____

_____

_____

SELLER'S ATTORNEY NAME/PHONE/EMAIL

_____

_____

_____

_____

PURCHASER'S ATTORNEY NAME/PHONE/EMAIL:

_____

_____

_____

_____

AUCTIONEER: Appraise Sell LLC, dba EbidLocal.com

By: David Staples, Auctioneer

Title: President, eBIDLOCAL.com / Appraise Sell LLC

Contact: 804-358-0500, DStaples@ebidlocal.com

HOA Resale Packet (if applicable)

HOA INFORMATION PACKAGE
NOT APPLICABLE