Luxury Virginia Beach Condo

4545 Commerce Street, # 3206
Virginia Beach, VA

LIVE AUCTION ON-SITE
Thursday,
October 12th @ 6:00 PM

United Country Real Estate

AB Cole & Associates Auction & Realty LLC

757 539-9866 www.abcole.com

United Country Real Estate

AB Cole & Associates
Auction & Realty LLC

Dear Prospective Bidder:

Each of us at United Country- A. B. Cole & Assoc., Auction & Realty, LLC are honored that the Seller, has decided to utilize the auction method of marketing and the services offered by our company. Furthermore, we thank you for your interest and welcome your attendance and participation in the auction process here today.

We at United Country A.B. Cole and Associates would like to remind you the sale of the property today is an "All Cash" transaction and is not subject to any financing or due diligence. As a bidder, you are encouraged to bid on this property only if you have had the opportunity to inspect and examine the condition of the property. This and all auction properties are sold "As-Is" without any contingencies.

Again, we would like to think you for your attendance today and your participation in this auction. If you would like assistance please see one of the auction staff as they are here to assist you with the bidding process. Good luck and
Happy Bidding!

Thank you in advance.

Respectfully yours,

Barry Cole

A.Barry Cole
Owner/Auctioneer, Broker
VAAF 796

Auction Contacts

United Country- A. B. Cole & Associates 757-539-9866
Toll Free 877-539-9866
Barry Cole..... 757-285-0317
imbid1@abcole.com
www.abcole.com **www.abcolerealty.com**

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Property Description

This luxury condo is perfect for private enjoyment or corporate get-a-ways and entertaining. Don’t miss your opportunity to enjoy luxury coastal living from the tallest building in Virginia.

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FEATURING

- 3BR, 4BA; 4,700+/- SQ FT
- Panoramic skyline view of Virginia Beach Town Center, Norfolk, Chesapeake Bay & the ocean.
- Occupies half of the 32nd floor with two entrances, secured building, elevator & large balcony.
- Gourmet kitchen & dining room with floor-to-ceiling windows & 10+ mile views.
- Open floor plan for entertaining & dining room that can seat 20+
- Spacious master bedroom w/ his & her luxury baths & walk-in dressing rooms
- Luxury amenities; indoor lap pool, fitness center, penthouse entertainment room & four garage parking spaces
- Within a block of shopping, fine dining, movies, concerts, theater & more
- Short drive to the beaches & downtown Norfolk
- In the heart of Virginia Beach Town Center with fine dining, shops, concerts, theaters, arts & entertainment all at your doorstep.

United Country Real Estate

AB Cole & Associates
Auction & Realty LLC

Registration

Bidder Registration

Terms & Conditions of Auction

UC-A.B. Cole & Associates
2009 Holland Rd., Suffolk, VA 23434
757.539.9866 (Office) 888-867-0629

Www.ABCole.com
"The Progressive Way to Sell Real Estate."

BIDDER REGISTRATION FORM

By signing below you acknowledge that you have received, agree to, and understand all of the terms and conditions of this auction including all materials handed out or made available at the auction for your review. All announcements made sale day take precedence over any previously printed materials or other oral statements made. I also understand that if I am the winning bidder, and I default on the purchase of the property for any reason whatsoever, I am liable for all fees (10% of contract price) and any other damages incurred in my default for the Real Estate purchased on my number and that United Country A.B. Cole & Associates Auction & Realty has for any reason whatsoever, the right to take legal action to collect any funds due, as a separate and independent obligation. I agree I may be held liable for any costs associated with the collection of said funds (i.e., original sales price, Buyer's Premium, court costs, expenses of re-selling property, any commission due to United Country A.B. Cole & Associates Auction & Realty, and all incidental damages or charges involved). United Country A.B. Cole & Associates Auction & Realty is an agent for the Seller. Bidders and purchaser acknowledge that disclosure of the brokerage relationship, if any, was made to me by the real estate licensee involved in the transaction when specific assistance was first rendered and confirmed in writing by the signing of this form. Payment must be in the form of cash, personal or company check with proper identification, or cashier's check, or an approved check.

Legal Name: _____

Company Name: _____

Address:_____
_____
Home Number: _____ **Work Number:** _____
Driver's License # & State: _____

Print Name:_____ **Sign Name:**_____ **Date:**_____

Yes, please add me to your e-mail list: Email Address:_____
Would you like United Country to contact you to discuss the auction process and how it works?_____
What are your interests or needs?
(Check as many as you would like.)
Real Estate____ Personal Property____ Farm Machinery____ Vehicles____
Construction Equipment____ Forestry____ Guns____ Benefits____ Other____

How did you hear about our sale?
Currently on Mailing List _____ Flyer _____ Friend _____ Newspaper _____

Drive By/ Sign _____ Email _____ Website _____ Other _____

United Country Real Estate

AB Cole & Associates
Auction & Realty LLC

Auction Terms & Conditions

Real Estate Auction: 4545 Commerce St, #3206, Virginia Beach, VA 23462

Please review this document carefully. In order to register and receive a Bidder's Number, a Bidder must sign their Acknowledgment and Acceptance of the General Terms and Conditions of Sale, which will be incorporated into the Sales Contract.

1. **AUCTION TIME AND PLACE:** The Auction ("Auction") shall be held at **6:00 PM on Thursday, October 12th at 4545 Commerce St., #3206, Virginia Beach, VA 23462.**
2. **AUCTION REGISTRATION:**

Auction day registration will begin one (1) hour prior to the Auction time. Registration is required to become a qualified and eligible bidder ("Bidder") at the Auction. To register, a prospective Bidder must:

a. Provide Bidder's full name, company name, residence/business addresses with telephone numbers, cellular telephone number, facsimile number, email address, a valid State driver's license number and the name (s) and / or entity in which the Bidder will take title to the Property.
b. Show ONLY (for review) at registration a Cashier's Check or Certified Funds made payable in U.S. Funds from a U.S. Bank to You, the Buyer, in the following amounts(s)**: $25,000.00.** If desired, Bidders may wire transfer said deposit prior to the Auction (contact broker/auctioneer for instructions). Wired deposit(s) must be verified by Settlement Agent as being received by Settlement Agent prior to the commencement of the Auction
c. Sign an acknowledgement that the Bidder has read and agrees to be bound by these General Terms and Conditions of Sale.

3. SUCCESSFUL BID, TOTAL PURCHASE PRICE, ESCROW DEPOSITS, CASHIER'S CHECK, SALES CONTRACT:

Once the highest and acceptable bid ("Successful Bid") for the Property has been established and recorded, the successful Bidder will be required to execute, as Buyer ("Buyer"), the Sales Contract ("Contract") immediately following the conclusion of the Auction, with no exceptions, and tender the escrow deposits so required. The Successful Bidder's deposit as stated in 2 (b) above shall be delivered to United Country A.B. Cole & Associates as Settlement Agent, ("Initial Deposit") for deposit into their real estate escrow account and held as a required deposit pursuant to the terms of the Contract.

The amount of (i) the Successful Bid **AND** (ii) 10% of the Successful Bid, 11% for Internet Registered Bidders ("Buyer's Premium"), added together, will be the **Total Purchase Price (**"Total Purchase Price") for the Property to be purchased by the Buyer under the Contract.

An additional deposit **("Additional Deposit")** equal to the difference between 5% of the Total Purchase Price and the Initial Deposit, will also be due Auction Day in the form of a personal or business check from a U.S. Bank Payable to United Country A.B. Cole & Associates Real Estate Escrow Account and delivered to United Country A.B. Cole & Associates for deposit into there real estate escrow account and held in escrow as a required deposit pursuant to the terms of the Contract

4. CONFIRMATION OF BID: This auction is subject to Seller approval.

5. CLOSING AND PAYMENT OF TOTAL PURCHASE PRICE:

The Closing ("Closing") will be on or before **Monday, November 13th, 2017 by 5:00 PM** and will be coordinated through the offices of the Settlement Agent. The Total Purchase Price will be due and payable by Buyer at Closing by Cashier's Check from a U.S. Bank in U.S. Bank Funds or by Wire Transfer pursuant to instructions from the Settlement Agent. Buyer shall receive credit for the Initial Deposit which shall be released from escrow and applied by the Settlement Agent towards the Total Purchase Price at Closing.

Time shall be of the essence.

Buyer agrees to pay all buyer side closing costs associated with the settlement of the property.

6. TITLE INSURANCE AND ZONING:

(a) Seller will provide Buyer a commitment ("Commitment") to issue an Owner's Title Insurance Policy for the Property. The Commitment and Owner's Title Insurance Policy will be issued by the Settlement Agent.

(b) It is understood and agreed that fee simple title, at time of closing, will be conveyed to the Purchaser by General Warranty Deed.

(c) Buyer agrees that the Property is subject to all laws, ordinances, codes, rules and regulations of applicable governmental authorities pertaining to the ownership, use and occupancy of the Property, including, but not limited to, zoning, land use, and building codes, Homeowners/Condominium Association Documents, Covenants, Restrictions and Obligations, Recorded Plat and agrees to take title subject to such matters.

(d) The seller shall provide buyer(s) a survey of the property or parcels (tracts) as applicable to properly describe the property being purchased.

7. BUYER'S NOTE:

The sale of the Property is an "All Cash" transaction and shall not be subject to any financing or post due diligence.

The Seller, United Country A.B. Cole & Associates., their representatives, attorneys, agents, and sub-agents, assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and material. The Seller, United Country A.B. Cole & Associates, their representatives, attorneys, agents and sub-agents, make no guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and material. Neither the Seller nor United Country A.B. Cole & Associates have any obligation to update this information. Neither United Country A.B. Cole & Associates nor the Seller, their agents, sub-agents, have any liability whatsoever for any oral or written representations, warranties, or agreements relating to the Property (including information appearing in this advertisement or announcements at the time of the Auction) except as is expressly set forth in the Contract.

All Bidders are encouraged to inspect the Property prior to placing any bid at the Auction and the Successful Bidder, as Buyer, acknowledges that it has a reasonable opportunity to inspect and examine the condition of the Property and make inquiries of applicable governmental authorities pertaining to Buyer's proposed use of the Property prior to the Auction as Buyer has deemed necessary or desirable.

Competitive bidding is an essential element of an Auction sale, and such a sale should be conducted fairly and openly with full and free opportunity for competition among bidders. Any conduct, artifice, agreement, or combination for the purpose and effect of which is to stifle fair competition and chill the bidding, is against public policy and will cause the sale to be set aside. Collusion/Bid Rigging is a Federal Felony punishable by imprisonment and fine. United Country A.B. Cole & Associates will report all illegal conduct to the F.B.I. and cooperate with any prosecution.

The Property or any portions of the property may be withdrawn from the Auction at any time without notice and is subject to prior sale.

The Seller in its absolute sole discretion reserves the right to amend, negotiate, modify, or add any terms and conditions to these General Terms and Conditions of Sale and to announce such amendments, modifications, or additional terms and conditions, at anytime.

Any change of the property status relating to zoning, use, etc., to include the rolling back of taxes , will be paid by the purchaser.

The highest acceptable bid shall be the Successful Bid and accepted by Seller as evidenced by Seller and the Successful Bidder, as Buyer, each executing the Sales Contract. Back-up bids will be recorded as received. Should the Property not close with the Buyer, the Seller will have the option to pursue back-up bids.

The highest Bid shall be considered an offer to purchase and will become final upon a fully executed agreement to buy by both parties. If you are unsure about anything regarding the Property, do not place a bid. Review of the Contract before making any bids is strongly recommended.

You acknowledge the fact the auction is being recorded by image and sound and you consent to the same.

8. ANNOUNCEMENTS:

All announcements from the Auction Block at the Auction will take precedence over all previously printed material and any other oral statements made. In the event of a dispute over any matter, the Auctioneer shall make the sole and final decision and will have the right either to accept or reject the final bid or re-open the bidding.

9. ABSENTEE/TELEPHONE/ONLINE BIDDING:

Absentee / Telephone / Online Bids will be accepted, subject to all terms and conditions of the Auction. Interested bidders must obtain and sign the proper forms by contacting United Country A.B. Cole & Associates and tender the required escrow deposit(s).

10. DEFAULT:
If the Buyer fails to comply with any of these General Terms and Conditions of Sale, the Seller and Auction Company may retain the required deposit(s) under the Contract as liquidated damages and not as a penalty. As stated in 7, the Seller may then pursue any Back-up Bidders.

11. REPRESENTATIONS:
All information was derived from sources believed to be correct, but is not guaranteed. Bidders shall rely entirely on their own information, judgment, and inspection of the Property and records. Neither Seller nor Auctioneer its Agents makes any representation or warranties as to the accuracy or completeness of any information provided. All sizes, dimensions, drawings are approximations only.

12. BID PRICE:
The bid price for the Property shall be determined by competitive bidding at the Auction and /or by mutual agreement between buyer and seller.

ACKNOWLEDGMENT AND ACCEPTANCE:
The Undersigned Bidder acknowledges receipt of a copy of these General Terms and Conditions of Sale, and having read and understood the provisions set forth therein, accepts same and agrees to be bound thereby. Facsimile signatures will be treated and considered original.

_____	_____	_____
Bidder#	**Bidder's Signature**	**Date**

United Country Real Estate

AB Cole & Associates
Auction & Realty LLC

Sample Contracts

Real Property Auction Purchase and Sales Agreement

AB Cole & Associates
Auction & Realty LLC

REAL PROPERTY AUCTION PURCHASE AND SALES AGREEMENT

THIS AGREEMENT is made this **12th** day of **October**, 2017 by and between _____(Buyer") and **Aubrey E. Loving, Jr. & Angela J. Loving** ("Seller"). **WHEREAS** the property is being sold under auction guidelines this day by **United Country-A.B. Cole Auction & Realty LLC ("Auction Firm")**, Purchaser is considered the high bidder, and for and in consideration of the mutual promises set forth herein, together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has agreed to sell and convey, and Purchaser has agreed to buy by becoming the high bidder, all of that plot, piece or parcel of land described below, together with all improvements located thereon, fixtures, and such personal property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

REAL PROPERTY: Located in the City of **Virginia Beach** in the Commonwealth of **Virginia** being known as and more particularly described as: **4545 Commerce St., #3201 & #3206.** LEGAL DESCRIPTION: **TOWN CENTER RESIDENTIAL CONDO 7 UNIT 3201** ; PARCEL ID: **1477447104099**; also known as **4545 Commerce St., #3201 & #3206, Virginia Beach, VA 23462** (Street address/ City/ State/Zip Code).

AUCTION TERMS AND CONDITIONS: The Property is being sold pursuant to the auction terms, conditions and announcements (the "Auction Terms") made and distributed prior to auction shall be deemed part of this Contract and being attached hereto and made a part hereof as if set forth in this Contract in their entirety. In the event a conflict between the terms and conditions of this Contract and those of the Auction Terms, the Auction Terms shall govern.

DEPOSIT: Buyer has made a deposit with **United Country A. B. Cole & Associates LLC** (the "Escrow Agent") in the amount of **$** _____(Dollars) (the "Deposit") by CASH ☐ PERSONAL CHECK ☐ BANK CHECK ☐ WIRE TRANSFER ☐ OTHER ☐, receipt of which is acknowledged below. Escrow Agent shall place The Deposit in escrow within one (1) business day of execution of this Agreement. The Deposit shall be held in escrow by the Escrow Agent and applied in conformity to the Regulation of the Virginia Auctioneers and Real Estate Boards.

I hereby acknowledge receipt of the Deposit herein. ___*Check* ___ *Cash* ___ *Other*_____

SAMPLE

PURCHASE PRICE: The purchase price of the Property is as follows:
$_____ (DOLLARS)
("Purchase Price") and shall be paid as follows:

Purchaser shall pay the Deposit to the Auction Firm upon execution of this agreement. Auction Firm shall hold the Deposit and shall (i) pay it to the Seller at settlement for application to the payment of the Purchase Price (ii) return it to the Purchaser when instructed to do so by Seller upon the conditions set forth herein or (iii) in the event of Purchaser's default and at Seller's option, pay it over to the Seller for application as set forth in Paragraph 14 below. The Auction Firm shall retain any interest accrued on the Deposit while held by the Auction Firm. Demand Note: If any portion of the down payment is made by personal check, this Contract will constitute Purchaser's personal demand of guaranteeing check. Should Seller or Auctioneer be required to pursue collection of this check or the enforcement of this Contract, the cost of such collection and Seller's and/or Auction Firm's reasonable attorney fees shall be at the Purchaser's expense. All unpaid amounts shall accrue interest at 1.5% per month (18% per year) until said amount is fully collected.

Purchaser shall pay the remainder of the Purchase Price to Seller at settlement in cash, wire transfer or by certified or cashier's check.

Purchaser acknowledges that the Purchase Price includes a Buyer's Premium of ten percent (10%). A summary of the terms of the sale follows:

High Bid	$_____	plus
10 % Buyer's Premium	$_____	equals
Purchase Price	$_____	less
Earnest Money Deposit	$_____	equals
Balance Due at Settlement	$_____	

Earnest money deposit(s) shall be applied as part payment of the Purchase Price of the Property at Closing or disbursed as otherwise provided under the provisions of this agreement. Buyer shall pay the balance of the Purchase Price in full in legal tender to Seller at Settlement. Auction Firm will hold the earnest money in an escrow or trust account until it is conveyed to the Settlement Agent.

INTENT TO OCCUPY: Buyer ☐ **DOES/** ☐ **DOES NOT** intend to occupy the Property as Buyer's principal residence.

REQUIRED DISCLOSURES: Buyer and Seller acknowledge by their initials below receipt of the Consumer Disclosure Information Form prior to entering into this Agreement as well as the following disclosures. **Neither Seller or Auction Firm, nor their employees or agents will be held responsible for Buyer's failure to have investigated and evaluated the impact of any of the disclosures made in this Agreement on the Property, including those additional disclosures on the Consumer Disclosure Information Form.**

CONFIRMATION OF BROKERAGE RELATIONSHIP: The parties confirm in connection with this transaction that the Auction Firm and its salesperson(s) represent Seller as their client. Buyer is a customer/unrepresented party and **has signed the Disclosure of Brokerage Relationship to Unrepresented Party form.**

Notice of Disclosure Pursuant to Virginia Residential Property Disclosure Act:
☑ Seller has furnished Purchaser with a Residential Property Disclosure Statement.

Lead-Based Paint Inspection: ☑ N/A
This paragraph applies only if the Property was built prior to 1978 and is not exempt from the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and regulations promulgated pursuant thereto.

SAMPLE

Check as applicable:
☐ 1. Attached to this Contract and made a part hereof by this reference is a fully executed "Disclosures of Information and Acknowledgement Lead-Based Paint and/or Lead-Based Paint Hazards."
AND
☐ 2. Purchaser waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

EXTERIOR INSULATION AND FINISH SYSTEM (EIFS): ☒N/A
_____Buyer waives an EIFS inspection to be performed on the property.

Property Owner's Association Disclosure:
Buyer and Seller acknowledge that the Property (check as applicable);

☑ **IS NOT** located within a development that is subject to the Virginia Property Owner's Association Act (POA), 5-508 *et.seq.* of the Code of Virginia.

☐ **IS** in a community which currently has mandatory monthly fees of approximately $_____and is subject to the POA act

Virginia Condominium Act:
Buyer and Seller acknowledge that the Property (check as applicable);

☐ **IS NOT** in a community subject to the Virginia Condominium Act, Section 55-79.39 et seq. of the Code of Virginia.

☑ **IS** a resale of a Condo Unit which currently has monthly fees of approximately $__1,800.00_____ and is subject to the Condo Act and the Condominium Addendum is attached to and shall become part of this Agreement. **Buyer's rights under this Paragraph may not be waived.**

☐ **WILL BE** in a community subject to the Condo Act.

☐ **IS** a resale of a condominium unit in a condominium consisting of 3 or fewer units and as such is exempt from the requirements in the Condo act.

If Applicable: Seller represents that Seller has provided Buyer with all documentation for property affected by POA or Condominium Filings.

PROPERTY INSPECTIONS: Buyer is purchasing the property in "**AS-IS"** condition and waives an inspection to be performed on the Property.

AIRCRAFT NOISE ZONE / ACCIDENT POTENTIAL ZONE DISCLOSURE: ☐ N/A. Aircraft noise and/or accident zones are subject to change. If the Property is located in Southside Hampton Roads, Buyer and Seller hereby acknowledge that as of the date of this Agreement current maps indicate the Property is located in an Aircraft Noise Zone _____-65_____and/or Aircraft Accident Potential Zone.

AGENCY INTEREST DISCLOSURE: Except as otherwise disclosed below neither Auction Agent, any member of such agent's family or such agent's firm any member of such firm, or any entities in which such agent has an ownership interest is acquiring or attempting to acquire, or is selling the Property. Except as disclosed below, neither Seller nor Buyer is a licensed real estate agent:

_____

MECHANICS LIEN NOTICE: Seller represents that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanic's or material mens liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid. (Virginia law Section 43-1 et seq.)

SQUARE FOOTAGE / ACREAGE AND/OR OTHER PROPERTY MEASUREMENTS: Any representation of square footage, acreage and /or other property measurements are approximate, subject to variation based on method of measurement, and should be independently confirmed by Buyer. Buyer acknowledges and agrees that Buyer has undertaken and all investigations Buyer desires with respect to obtaining measurements of the Property, including the square footage of the rooms, the acreage of the lot or the other measurements related to the Property and

SAMPLE

finds any and all such measurements to be acceptable and shall not use the size, acreage or square footage of the property as the basis for any termination of this Agreement. Buyer agrees to waive, release and discharge all parties to this Agreement from any and all claims that the square footage, acreage or other measurements of the Property were incorrectly stated in any literature concerning the Property generated by the Auction firm, including advertisements and/or Tax reports.

ADJOINING PROPERTY. Seller makes no representations as to matters affecting adjacent parcels, and Purchaser should exercise whatever due diligence that Purchaser deems necessary with respect to adjacent parcels.

DRINKING WATER / SEPTIC:
DRINKING WATER: The Property is served by (Check One):

- ☐ **N/A**
- ☑ **PUBLIC / PRIVATE** utilities supplying drinking water, OR
- ☐ **WELL / CISTERN** providing potable drinking water.

SEPTIC:

- ☐ **N/A**
- ☑ **NOT ON SEPTIC**
- ☐ **SEPTIC ON WAIVER**
- ☐ **SEPTIC NOT ON WAIVER**

In all instances, the Buyer waives an inspection of either the well or septic system and acknowledges the same.

PROPERTY CONDITIONS, WARRANTIES, CONTINGENCIES, AND INSPECTION RIGHTS: THIS PROPERTY HAS BEEN PURCHASED **"AS IS – WHERE IS"** AT AUCTION. THERE ARE NO WARRANTIES ASSOCIATED WITH AUCTION SALES. THERE ARE NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS FOR BUYER. SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS, CHANGES, IMPROVEMENTS OR OTHER MODIFICATIONS TO THE PROPERTY. PRIOR TO SUBMITTING THE HIGH BID FOR THE PROPERTY, BUYER DETERMINED THAT THE PROPERTY MET ALL LEGAL REQUIREMENTS FOR BUYER'S INTENDED USE OF THE PROPERTY AND IS NOT SUBJECT TO GOVERNMENTAL OR PRIVATE RESTRICTIONS THAT WILL INTERFERE WITH SUCH INTENDED USE, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL REGULATIONS, WETLAND QUALIFICATION, FLOOD HAZARD OR FLOOD PLAIN DESIGNATION AND SEPTIC SYSTEM SUITABILITY.

Purchaser acknowledges that it has examined and inspected, and is satisfied with, the physical condition of the Property and the improvements thereon. Purchaser expressly agrees that the Property is or will be sold "as is, where is, with all faults" without any warranty or representation, express, implied or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability or fitness for a particular purpose, and subject to ordinary wear and tear occurring after the date hereof. Purchaser further acknowledges that Seller has neither made nor extended to Purchaser any representation, warranty or indemnity with regard to the environmental condition of the Property or with regard to it's compliance with the Americans with Disabilities Act of 1990, if applicable, and Purchaser hereby assumes sole responsibility therefore, indemnifies and agrees to hold Seller, it's affiliates, agents, directors, employees and attorneys harmless from and waives any right, action, claim or cause of action it or it's successors or assigns may have now or in the future against Seller, it's affiliates, agents, directors, employees or attorneys with regard thereto.
If the improvements on the Property are damaged after the date hereof, but before settlement, Seller may (but will not be obligated to) attempt to repair the improvements and, at Seller's option, there will be a reasonable extension of the Settlement date in which Seller may attempt to complete the repair. If Seller notifies Purchaser(s) that Seller does not intent to attempt to repair or if Seller attempts but is not successful in effecting repair and notifies Purchaser within ten (10) days of either such notification Purchaser either (i) will terminate this Agreement, in which case Purchaser will be entitled to the return of the Deposit and neither party will have any further liability to the other or (ii) will waive any objection to the damage and any right to reduce the Purchase Price, in which case Seller will convey to Purchaser the Property with such damaged improvements as are then thereon and will assign to Purchaser all of Seller's right, title and interest to any insurance proceeds, if any, received or to be received in payment of damage to the improvements (but no other insurance proceeds, such as proceeds from damage to personal property).

SAMPLE

SETTLEMENT EXPENSES AND PRORATIONS: Ad valorem real estate taxes, and other apportionable items (if any) will be prorated at settlement. Seller shall pay the grantor's tax/land transfer tax imposed by the local county or State governments, revenue stamps (statutory recording fees) and the cost of preparing the deed and certificates for non-foreign status and state residency and the applicable IRS Form 1099. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all fuel oil remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof. Each party hereto shall be responsible for paying its own legal fees incurred under this Contract, whether or not settlement occurs.

EXCEPTIONS:_____

_____

SETTLEMENT / POSSESSION: Settlement to be on or before **Monday, November 13 , 2017 by 5:00 PM** ("Settlement Date") and coordinated with the office of the SELLER'S Settlement agent for this transaction:

_____

_____("Seller's Settlement Agent").

Settlement is defined as the date and time of recording of the deed. The deed is to be made to Buyer or as Buyer may direct. Possession of the Property shall be given at settlement unless otherwise agreed to in writing by Buyer and Seller. At settlement, Seller shall execute and deliver (i) the Deed (defined below), (ii) a mechanic's lien affidavit acceptable to Buyer's title insurance company and (iii) such certificates or agreements as may be required by state and federal authorities for tax and residency purposes. Settlement will take place no later than 30 days of confirmation of the bids at the office of Purchaser's Attorney. If Settlement does not occur within 30 days of confirmation of the bids and Seller is ready and able to convey clear title, Purchaser will be charged a $200.00 per calendar day penalty for every calendar day that the Property does not close. If Purchaser has not closed within 10 calendar days the Seller reserves the right to sell Property and retain Purchaser's deposit unless an agreement is made in writing by all parties.

The Consumer Real Estate Settlement Protection Act in the Code of Virginia § 6.1-2.22 provides for the following:

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

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

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

SAMPLE

Buyer and Seller each authorize their respective attorneys, and /or the settlement agent, to furnish to the Listing Firm and Selling Firm, copies of the draft and final, true and complete settlement Statement in connection with this transaction.

DEED AND TITLE: At settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by deed of general warranty containing English covenants of title, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property or render the title unmarketable. If, prior to settlement, Purchaser identifies a defect other than the permitted encumbrances, Seller shall have the opportunity, but not the obligation, to attempt to cure the title defect and Seller shall be able to extend the settlement date accordingly. If Seller does not elect to attempt to cure the title defect, or if Seller attempt but are unsuccessful in curing the title defect, Purchaser shall have the option to void this Agreement, in which case Seller shall instruct the Auction Firm to return the Deposit to the Purchaser and neither party will have any further obligation or liability to the other. If Seller elects to attempt to cure the title defect, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days unless both parties agree in writing otherwise. If an owner's title insurance policy can be obtained without exception to the title defect or with affirmative protection over the title defect, Purchaser agrees to waive its objection to the title defect.

EMINENT DOMAIN: In the event of a taking of the Property or any portion thereof by eminent domain after the date hereof, but before settlement, Purchaser will within ten (10) days of the taking either (i) terminate this Contract by written notice to Seller, in which event Purchaser will be entitled to the return of the Deposit and neither party will have any further liability to the other or (ii) elect to proceed to settlement without a reduction in the Purchase Price in which Seller will convey to Purchaser the portion of the Property not taken and will assign to Purchaser all of the Seller's rights, title and interests in any condemnation award arising from and pertaining to the taking of the Property.

STANDARD PROVISIONS:

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

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

Equipment Condition. Purchaser agrees to accept the Property at Settlement in its present physical condition. Seller agrees to deliver the Property in broom-clean condition with all trash and debris removed and to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the date this Contract is accepted and the Settlement Date or upon Purchaser's occupancy, whichever occurs first. Purchaser and his representatives shall have the right to make an inspection immediately before Settlement or occupancy.

Affidavits and Certificates. Seller shall deliver to Purchaser an affidavit on a form acceptable to Purchaser's lender, if applicable, signed by Seller, that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or material men's liens against the Property, or, if labor or materials have been furnished during the statutory period, that the costs thereof have been paid. Seller shall also deliver to Purchaser applicable non-foreign status and state residency certificates and applicable 1099 IRS certificates.

SAMPLE

AUCTION SERVICES FEE: Auction Firm is intended to be, and is, a third party beneficiary of this Agreement with respect to payment of the Auction Services Fee/Brokerage Fee and is entitled to payment at settlement as provided by separate agreement(s). The settlement agent shall disburse the Auction Services Fee to the Auction Firm at settlement.

DEFAULT: Should either party hereto default in the performance of this Contract, the party so defaulting agrees to pay "Auction Firm" the full fee "Auction Firm" is entitled to by virtue of securing this Contract. . Seller and Auction Firm may retain the required deposit(s) under the Contract as liquidated damages and not as a penalty. Seller may then pursue any other offers. Default: If Purchaser defaults hereunder, "Auction Firm" shall have the right to apply all monies held in escrow toward its costs incurred in the sale of the Property, and toward "Auction Firm's" fee due under this Contract and pursue such remedies as are available to Seller at law or in equity, including, without limitation, an action for specific costs incurred in the sale of the Property, and toward "Auction Firm's" fee due under this Contract and pursue c performance. If Seller defaults hereunder, Purchaser may pursue such remedies as are available to Purchaser at law or in equity, including, without limitation, an action for specific performance. Notwithstanding the foregoing, however, in either case, the defaulting party hereunder shall not be liable in any action at law or in equity, whether based on contract, tort, strict liability or otherwise, to the non-defaulting party or to any other person, including affiliates, subsidiaries, partners, shareholders, directors, officers, agents, employees or representatives of the non-defaulting party, for any punitive, exemplary, special, consequential, indirect or incidental damages or for loss of operating profits, loss of use or loss of business opportunity. A termination of this Contract pursuant to the termination provisions set forth in paragraph 7, 9 and 11 shall not be deemed to be a default of either party hereunder.

CONDITION OF SALE: Properties are sold in gross in all cases. If a subsequent survey by Purchaser shows a greater or lesser amount of acres, this will not affect the purchase or the purchase price.

ATTORNEY FEES: In any action or proceeding involving a dispute between the Buyer, the Seller and/or Auction Firm arising out of this Contract or to collect the Auction Firm's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney fees to be determined by a court of competent jurisdiction.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES: All representations, warranties, covenants and agreements herein made by the parties shall survive the Closing.

NON ASSIGNMENT: This Agreement may not be assigned by Buyer without the written consent of Seller.

TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

APPLICABLE LAW: This contract shall be construed under the laws of the Commonwealth of Virginia.

PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties; i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

SPECIAL PROVISIONS:

_____

_____

_____

SAMPLE

TIME IS OF THE ESSENCE IN ACCORDANCE WITH THIS CONTRACT and is an irrevocable offer to purchase without contingencies. In the event Purchaser fails to perform to the terms of this 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 the Auction Firm after all auction expenses incurred for the marketing, preparation and execution of the sale are paid in full.

THIS PROPERTY IS OFFERED WITHOUR RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, ELDERLINESS OR NATIONAL ORIGIN. THIS IS A LEGALLY BINDING AGREEMENT; IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

SAMPLE

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United Country Real Estate

AB Cole & Associates
Auction & Realty LLC

Reports

Tax Assessment
Title Report

PROPERTY DETAILS

4545 Commerce St 3206

LEGAL DESCRIPTION	Town Center Residential Condo 7 Unit 3206
GPIN (PARCEL ID)	14774475104104
SERVICE DISTRICT	44 : Bayside CBDS TIF SSD

FY17/18 ASSESSMENT

LAND VALUE	$29,300
IMPROVEMENT VALUE	$520,600
TOTAL VALUE	$549,900

LAND INFORMATION

UNOFFICIAL ZONING DISTRICT	CBC
PROPERTY CODE/CATEGORY	105 High Rise Condominium/Co-operative
LAND USE	No
WATERSHED	Chesapeake Bay
PLATS (MAP BOOK/INSTRUMENT #)	Download (https://media.vbgov.com/rea/plats/20080114000045720.pdf)
LAND SQUARE FOOTAGE	0 sq ft

BUILDING INFORMATION

USE CODE	DESCRIPTION	ID #	CONSTRUCTED YR.	SIZE
DWELL	Dwelling	D	2007	2,458 SF

FLOORS	FINISHED AREA	DESCRIPTION
1.0	2,458 SF	
Total	2,458 SF	

ROOM INFORMATION	
Bedrooms	2
Half Baths	1
Full Baths	2

ROOM INFORMATION	
Total Rooms	5

INTERNAL & EXTERIOR FEATURES	SIZE
Balcony	93

SALES HISTORY

DOCUMENT #	SALES DATE	SALES PRICE	DEED BOOK/PAGE
20090623000712580	06/23/2009	$2,363,575	/
20060620000928690	01/14/2008	$0	/

TAX ASSESSMENTS

FISCAL YEAR	ASSESSED VALUE	BASE TAX PER $100	ANNUAL TAXES
2018	$549,900	$1.0025	$5512.75
2017	$571,500	$0.99	$5657.85
2016	$506,800	$0.99	$5017.32
2015	$506,800	$0.93	$4713.24
2014	$487,000	$0.93	$4529.10
2013	$515,400	$0.95	$4896.30
2012	$932,100	$0.95	$8854.95
2011	$1,096,600	$0.95	$10417.70
2010	$1,096,600	$0.95	$10417.70
2009	$54,800	$0.95	$520.60

PROPERTY DETAILS

4545 Commerce St 3201

LEGAL DESCRIPTION	Town Center Residential Condo 7 Unit 3201
GPIN (PARCEL ID)	14774475104099
SERVICE DISTRICT	44 : Bayside CBDS TIF SSD

FY17/18 ASSESSMENT

LAND VALUE	$27,500
IMPROVEMENT VALUE	$490,400
TOTAL VALUE	$517,900

LAND INFORMATION

UNOFFICIAL ZONING DISTRICT	CBC
PROPERTY CODE/CATEGORY	105 High Rise Condominium/Co-operative
LAND USE	No
WATERSHED	Chesapeake Bay
PLATS (MAP BOOK/INSTRUMENT #)	Download (https://media.vbgov.com/rea/plats/20071129001591290.pdf)
LAND SQUARE FOOTAGE	0 sq ft

BUILDING INFORMATION

USE CODE	DESCRIPTION	ID #	CONSTRUCTED YR.	SIZE
DWELL	Dwelling	D	2007	2,315 SF

FLOORS	FINISHED AREA	DESCRIPTION
1.0	2,315 SF	
Total	2,315 SF	

ROOM INFORMATION	
Bedrooms	2
Half Baths	1
Full Baths	2

ROOM INFORMATION	
Total Rooms	5
INTERNAL & EXTERIOR FEATURES	SIZE
Balcony	93

SALES HISTORY

DOCUMENT #	SALES DATE	SALES PRICE	DEED BOOK/PAGE
20090623000712580	06/23/2009	$2,363,575	/
20060620000928690	11/29/2007	$0	/

TAX ASSESSMENTS

FISCAL YEAR	ASSESSED VALUE	BASE TAX PER $100	ANNUAL TAXES
2018	$517,900	$1.0025	$5191.95
2017	$538,200	$0.99	$5328.18
2016	$477,300	$0.99	$4725.27
2015	$477,300	$0.93	$4438.89
2014	$458,600	$0.93	$4264.98
2013	$485,500	$0.95	$4612.25
2012	$924,100	$0.95	$8778.95
2011	$1,087,200	$0.95	$10328.40
2010	$1,087,200	$0.95	$10328.40
2009	$54,400	$0.95	$516.80

FIDELITY NATIONAL TITLE GROUP, INC.

Chicago Title, Commonwealth Land Title, and Fidelity National Title Insurance Companies
Virginia Production Division

TITLE SEARCH REPORT

This Title Search Report is issued for the use of the agent to whom it is addressed. This Report is to be used only by the agent to determine the insurability of title to the property described herein in conjunction with issuance of commitments, policies and endorsements by the above named title insurers ("the Company"). The agent reviewing this Title Search Report must follow all underwriting guidelines set forth in the underwriting Manual and Bulletins issued by the Company. This is a report of matters appearing in the official land records of the county or city wherein the property is located. No search has been made for any matters recorded in the Federal District Courts. Not included in this Report are matters, such as mortgages, judgments and other liens, for which the Company has found recorded satisfactions or releases, and possible other matters which, according to custom and practice, would not appear in a title search. The amount shown in this Report for any deeds of trust, judgments and/or taxes is for informational purposes only. The recipient is responsible for confirming amounts for payoff and/or proration purposes. Use of this Title Search Report for any reason other than the issuance of a Company commitment, policy or endorsement is not authorized. The liability under this Title Search Report is limited to the liability under the policy or policies issued pursuant to this Title Search Report. This Title Search Report is not an opinion, warranty or guarantee of title. The liability under this Title Search Report shall cease and terminate six months after the ending date set forth in the Period of the Search, unless extended in writing by the Company.

CASE NO: 6537230 CUSTOMER: Secure Title & Escrow Inc.

TITLE TO THE BELOW DESCRIBED PROPERTY IS VESTED OF RECORD IN:

Aubrey Eugene Loving + Angela J. Loving
H/W

☒ t/e w/s ☐ j/t w/s ☐ t/c ☐ no tenancy ☐ prtnshp ☐ corp ☐ llc

☒ UNDER THE FOLLOWING DEED:
Grantor(s): TCA Block 7 Residential L.L.C., a *
Dated: 6-17-09 Recorded: 6-23-09 DB& PG #/Inst. No: 200906230007125 80

☐ Current owner is surviving tenant of survivorship tenancy created in the above deed.
Deceased tenant died _____ pursuant to information at /in _____.

☐ UNDER THE WILL OF: _____
Date of Death: _____ Date of Probate: _____
Will Book & Pg./Inst. No: _____

☐ BY INHERITANCE FROM: _____
Date of Death: _____
Heirs determined by: _____

IF PROPERTY ACQUIRED BY WILL OR INHERITANCE
Decedent Acquired the Property By: _____

* Virginia limited liability company

THE PROPERTY LIES IN THE City OF Va Beach, VIRGINIA. Recordation references are to the Clerk's Office of the Circuit Court thereof unless otherwise stated.

BRIEF LEGAL DESCRIPTION:
Permit 3201 + 3206 "Town Center Residential Condo 7" Decl. @ 20071129001591280 + Storage Unit 61 + 62 and *

( ) Use description on attached page(s) marked "description" in brackets "[ ]"

(X) Use description in SD Copy recorded in/as

Appurtenant easements examined: ( )NO ( )YES See add'l info in Other Matters.

DEEDS OF TRUST:

1. Grantor(s): ~~(1) None~~ Lubsey, Eugene Loving + Angela J. Loving
   Trustee(s): David Y. Faggert
   Dated: 6-22-09 Deed Book & Pg./Inst. No 20090623000712600
   Recorded: 6-23-09 Amount: $ [redacted]
   Named Beneficiary: TCD Block 7 Residential, L.L.C.
   Assignments, Subordination Agmts, etc.:

2. Grantor(s):
   Trustee(s):
   Dated: Deed Book & Pg./Inst. No:
   Recorded: Amount: $
   Named Beneficiary:
   Assignments, Subordination Agmts, etc.:

3. Grantor(s):
   Trustee(s):
   Dated: Deed Book & Pg./Inst. No:
   Recorded: Amount: $
   Named Beneficiary:
   Assignments, Subordination Agmts, etc.:

* Parking Spaces 95+96, and 97+98 as allocated in Decl...

JUDGMENTS: (/) None

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

(_) See additional judgments attached

LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S): _____
N/G LIENS FOUND: ____

UCC/FINANCING STATEMENTS: (/) None
Filed _____ as Financing Statement No. _____
Debtor: _____
Secured Party: _____
(_) See additional Financing Statements attached

TAX & ASSESSMENT INFORMATION: *INFORMATION & PRINTOUT NOT WARRANTED. CONTACT TREASURER TO CONFIRM.*

1

Assessed Owner: Soving Aubrey Eugene
Assessed Description: Towne Center Residential Condo 7 Unit 3206
Tax Map/ID# 1477-44-7510-4104 Bill # _____
Land $ 29,300 Improvements $ 520,600 Total $ 549,900
17/18 Annual Amt $ 3993.65 Taxes Payable on: 12-5-17 = 1st 1/2 17/18
Taxes Paid Thru: 2nd 1/2 16/17 Delinquent Taxes: Ø
Taxes a Lien, Not Yet Due: _____
Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: see attached
Property Address (not warranted): 4545 Commerce St 3206

2

1477-44-7510-4099 Unit 3201
Add.: 4545 Commerce St 3201
L- 27,500
B- 490,400
517,900

½ # 3,761.25 due 12-5-17
Ø delinq.

RESTRICTIONS AND/OR DECLARATIONS: Decl. Condo @ 20060620000928650
Dated: _____ Recorded: 20071129001591280 Am. @
20080114000045730, 20101112001701990, 20111108001156520
Contain Reverter: (_) Yes (X) No 20111108001156550 Am. & Cert #1-4
Contain Easements (not shown on subd. plat): (✓) Yes Ing-Eq. (many) (See page 5)
Contain Minimum Building Line not shown on subd. plat: (_) Yes (✓) No
Contain Assessments: (✓) Yes (_) No
assign of Rts & Priviledges @ 20071207001628400

DEEDED EASEMENTS:
1- From: Town Center Associates 7, LLC
To: Agmt w/ COVB (#11 on BTL)
Dated: 12-26-07 Recorded: 12-27-07 Deed: 20071227001700530

2- From: City of Va Bch Dev. Auth.
To: Ded. to COVB (Resid air Rts, etc)
Dated: 8-NG-05 Recorded: 10-18-05 Deed 200510180168208

3. From: COVB Dev. Auth
To: COVB (Zoning Agmt) (#4 on BTL)
Dated: 10-21-03 Recorded: 3-16-04 Deed 200403160042879
& Deed 4201-555 dated 10-14-99

4- From: Columbus Center Associates et als
To: Vepco w/ plat
Dated: 10-30-89 Recorded: 11-30-89 Deed Book & Pg./Inst. No: 2874-426

Condo Plat Exhibit
ITEMS SHOWN ON PLAT OF SUBDIVISION recorded in/as 20080114000045720.
1. _____
2. No Notes
3. _____
4. _____

SHOWN ON OTHER PLATS OF RECORD as follows: (_) None
1. Plat recorded as _____ showing: _____
2. Plat recorded as _____ showing: _____

ACCESS:
(_) Public street(s) named: _____
(X) Appurtenant easement created by Deed Book & Pg./Inst. No.: _____
(_) Road Maintenance Agreement in Deed Book & Pg./Inst. No.: Decl. of Condo

5. C&P @ 143-496 dated 1-22-27
6. Traffic Control Ease. @ 2892-2006 dated 1-18-90

OTHER MATTERS: ( ) None

SEARCH TYPE: (X) Current Owner ( ) Two Owner
(X) Standard Residential ( ) Commercial
( ) Other: _____

BACK TITLE INFO RELIED UPON IS Policy/Case # 842-0082198. Items to be picked up from this policy affecting the property listed on page 1 are as follows: #3 Thru 11

EFFECTIVE DATE: 8-21-17 @ 8:00 A.M.

SEARCHER: Joyce L Byrum

THIS REPORT CONSISTS OF 5 PAGES, excluding document copies, adverse sheets, etc

Am'd Cert's No. 1 - 20071212001646040
2 - 20080115000056590
3 - 20080225000205910
4 - 20080418000447220
5 - 20080528000607130
6. 20080905001053370
7. 20081117001317730
8. 20090504000487010
9. 20090518000544150
10. 20090616000682470
11. 20090728000876890
12. 20090928001134890
13. 20090928001134900
14. 20091120001345700

Master Decl. Cove./Rest. for Town Center & 2003111-3001870530, 1st Am 20040408000552420, 2nd Am. 20040426000648570, 3rd Am 20040429000-670090, 4th Am. 20041118001838790, 5th Am. 2006-0620000928620, 6th Am. 20070402000434820, 1st Rele. 20070723001139310, 2nd Release 2008-1023001231700, 7th Am. 20090513000528450 (on Block 7)

Chain of Title File # _____

Page No. _____

Deed Book: 20060620000928690 DTD: 6-5-06

Grantors: TC Block 7 Partners LLC a VA LLC + Armada/Hoffler Properties II, LLC a VA LLC ACK: ✓

RECD: 6-20-06

Brief Legal: "Residential Unit" Town Ctr. Cards 7

TO:

Grantees: TCA Block 7 Residential LLC a VA LLC Consid: $ 10 Warranty: Sp.

Eng. Cov: ___ Tenancy: _____

Notes: see DT 20060320000476505 65 mil plat @ 20060620000928660

Deed Book: _____ Page: _____ DTD: _____

Grantors: _____ ACK: _____

RECD: _____

Brief Legal: _____

TO:

Grantees: _____ Consid: $_____ Warranty: _____

Eng. Cov: ___ Tenancy: _____

Notes: _____

Deed Book: _____ Page: _____ DTD: _____

Grantors: _____ ACK: _____

RECD: _____

Brief Legal: _____

TO:

Grantees: _____ Consid: $_____ Warranty: _____

Eng. Cov: ___ Tenancy: _____

Notes: _____

Deed Book: _____ Page: _____ DTD: _____

Grantors: _____ ACK: _____

RECD: _____

Brief Legal: _____

TO:

Grantees: _____ Consid: $_____ Warranty: _____

Eng. Cov: ___ Tenancy: _____

Notes: _____

#1

United Country Auction Services is the largest and only organization of auctioneers and real estate professionals in the nation with more than 4,000 professionals and over 700 offices across the United States. With a heritage dating back to 1925, United Country Auction Services is the partner of choice for marketing land, commercial and residential properties, luxury property and asset sales across the country. With performance excellence United Country Auction Services was recognized by the Land Report as the #1 Auction Company in America.

United Country – A.B. Cole & Associates since 1976 with Experience in:

Real Estate - Land, Residential & Commercial
Equipment - Farm, Ranch, Heavy & Industrial
Business & Commercial Liquidations
Estates, Collections, Antiques

Our Vision

United Country Auction Services is renowned as the most trusted and valued strategic real estate and asset auction organization serving the US market and internationally. We have secured a leading coast-to-coast presence through strong and mutually rewarding relationships with carefully selected partners. And we will remain the partner of choice by continually living up to these commitments.

United Country®

A.B. Cole & Associates Auction & Realty, LLC

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