

BANK ORDERED AUCTION

Up to 3%
PAID TO
QUALIFIED
BROKERS!

1± Acre Lot – Lake Caroline

13 Hoosier Cove, Ruther Glen, VA 22546

Tuesday, January 19, 2010

Property Information Package

Bids Close at 8PM



**804-355-2100
877-MOTLEYS**



ATTENTION PROSPECTIVE BIDDERS

ALL INFORMATION CONTAINED IN THIS PACKET AND OTHER ADVERTISEMENTS WAS OBTAINED FROM SOURCES BELIEVED TO BE ACCURATE. HOWEVER, NO WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, IS INTENDED OR MADE. ALL PURCHASERS MUST INDEPENDENTLY INVESTIGATE AND CONFIRM ANY INFORMATION OR ASSUMPTIONS ON WHICH ANY BID IS BASED. NEITHER AUCTION COMPANY NOR SELLERS SHALL BE LIABLE FOR ANY ERRORS OR THE CORRECTNESS OF INFORMATION. THESE PROPERTIES ARE OFFERED FOR SALE TO QUALIFIED PURCHASERS WITHOUT REGARD TO PROSPECTIVE PURCHASER'S RACE, COLOR, RELIGION, SEX, MARITAL STATUS, OR NATIONAL ORIGIN. ALL ANNOUNCEMENTS MADE AT THE AUCTION TAKE PRECEDENCE OVER ANY OTHER INFORMATION OR PRINTED MATTER. PROPERTIES MAY BE ADDED OR DELETED. THE PROPERTIES AND IMPROVEMENTS WILL BE SOLD AS IS WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND INCLUDING ANY REPRESENTATIONS REGARDING ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY. THE WARRANTIES EXCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, FREEDOM FROM STRUCTURAL DEFECTS, CONSTRUCTION IN A WORKMANLIKE MANNER, FITNESS FOR HABITATION, AND EACH WARRANT SET FORTH IN SECTION 55-70.1 OF THE VIRGINIA CODE. ROOM DIMENSIONS AND SQUARE FOOTAGE ARE APPROXIMATE. ACCURACY IS NOT GUARANTEED.

All Information Deemed Reliable But Not Guaranteed

PROPERTY INFORMATION

Auction Date:	Tuesday, January 19, 2010 • Bidding Ends at 8:00 PM
Auction Location:	13 Hoosier Cove, Ruther Glen, VA 22546
Property Information:	<p>This 1± acre, wooded, cul-de-sac lot is in the gated community of Lake Caroline, in Caroline County, Virginia. The lake itself is pristine, approximately 277 acres and over 2 miles long. The community includes over 1,000 single family homes. Residents have availability to swimming pools, tennis and basketball courts, a clubhouse, and office. In addition, there are two sandy beaches and nine recreation areas, some with pavilions for parties or gatherings, providing lake access for swimming, boating and fishing. Water activities are available to all members.</p> <p>Lake Caroline is just off US-1 and I-95, about midway between Ashland and Fredericksburg. It is one hour south of Washington, DC and 45 minutes from Richmond. The property address is 13 Hoosier Cove, Ruther Glen, VA 22546.</p>
Tax ID:	67A3 1 248
Legal Description:	Lake Caroline Lot 248
Zoning:	R1
Tax Assessment:	\$17,500
HOA Fees:	\$896.00 per year
Utilities:	Electricity – Public Electricity Available Water – Public Water at Street Sewer – Septic Needed
Method of Sale:	Internet Only Public Auction
Settlement:	Closing is to occur 30 days from day of sale. Upon settlement, buyer will be provided a General Warranty deed for the property. TIME IS OF THE ESSENCE.
Buyer's Premium:	A Buyer's Premium of ten percent (10%) will be added to the high bid and included in the total selling price paid by the buyer.
Deposit:	Registered bidders must present an initial deposit of \$2,500. For online only auction, deposit may be made by cashier's check, wire transfer, or credit card. Deposit for online auction must be received by Motley's prior to bidder registration. All checks to be made payable to Motley's Auction & Realty Group.

If initial deposit is less than 10% of the high bid, then winning bidder's deposit MUST be increased to 10% of the high bid by cashier's check or wired funds no later than 5:00 pm on January 21, 2010.

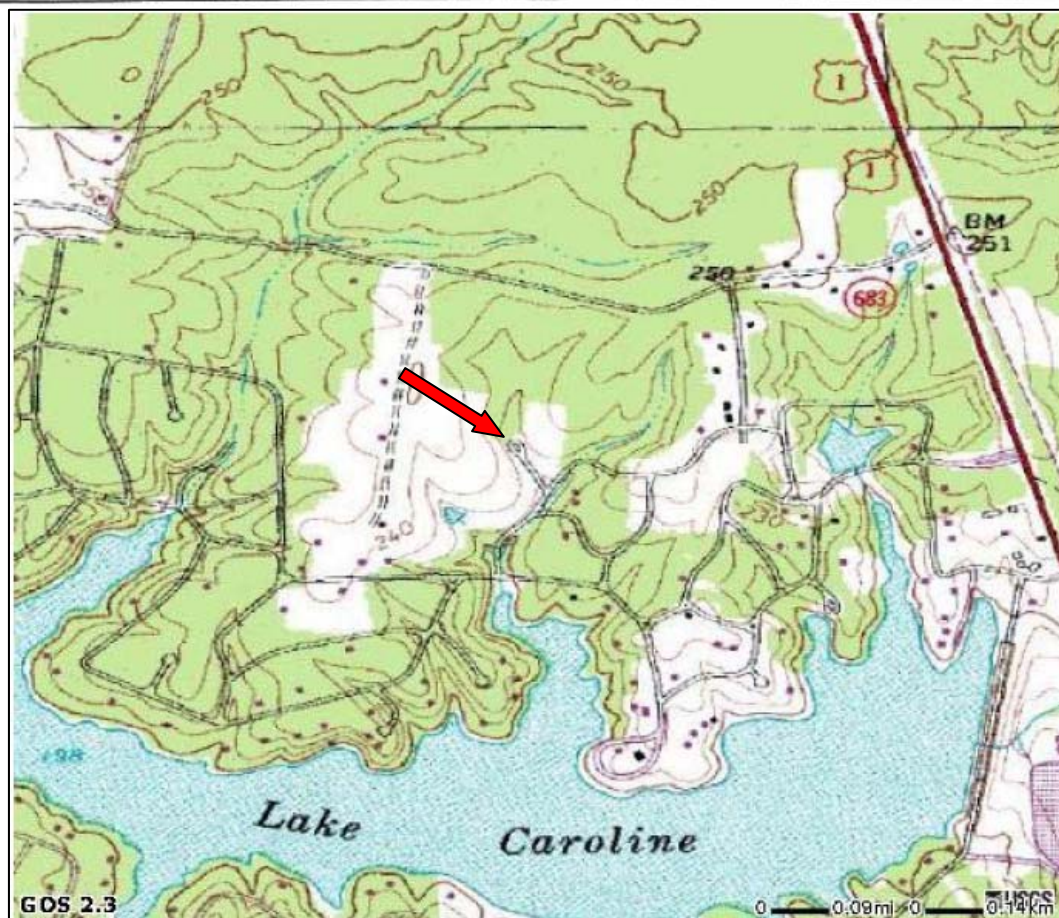
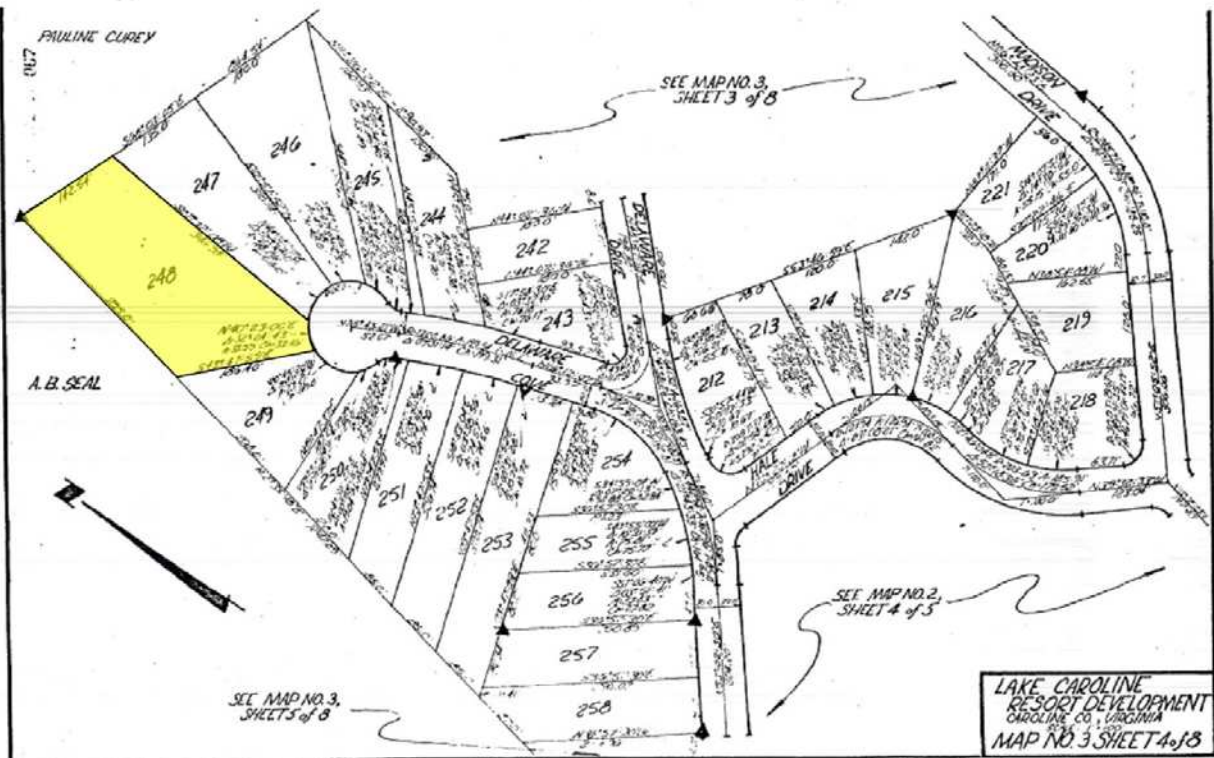
Terms of Sale: All property is sold "As Is, Where Is," without guarantee or warranty expressed or implied. Sale is not contingent on financing or inspection.

Broker Participation: Up to 3% paid to qualified brokers. Please see Broker Participation Form for full details.

TERMS AND CONDITIONS OF SALE

<p>1. Auctioneer's Authority on Bidding Procedures and Bidding: <u>Bidding Procedures:</u> Internet only auction. Announcements made on the day of the auction will take precedence over all printed material or oral statements made. (1) Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. (2) The auctioneer reserves the right to delete or add additional properties at his discretion. (3) Auctioneer may act to protect the seller's reserve, as an agent of the seller, by bidding through the auctioneer. (4) The auctioneer may open bidding on any property below the reserve by placing a bid on behalf of the seller. (5) The auctioneer may continue to bid on behalf of the seller up to the amount of the reserve, either by placing consecutive bids or by placing bids in response to other bidders. The auctioneer shall have absolute and sole discretion in the order and conduct of the auction. The auctioneer has the authority, at his sole and absolute discretion, to deviate from, change, alter, or modify, the bidding procedures and conduct of the auction at any time including after commencement of the auction. <u>Bidding:</u> All Bidding is open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale the term "the final bid" means the highest bid acknowledged by the auctioneer, and the term "purchase price" means the sum of the final bid and the buyer's premium. The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid or raise any bid which, in his opinion, is not commensurate with the value of the property being offered. The auctioneer may advance the bidding at his absolute discretion and, in the event of any dispute between bidders, may determine the successful bidder or re-offer and resell the property in dispute. Should there be any dispute after the sale; record of final sale shall be conclusive.</p> <p>2. Bidder's Card: All Bidders are required to have a Bidder's Number to bid. To obtain a Bidder's Number, online registration must be completed giving full name, address and phone number. Earnest money deposit must be received by auctioneer prior to auction in order to authorize registration.</p> <p>3. Bid Execution: Bids are accepted through the internet only. Auctioneer shall not be responsible for failing to execute bids due to Buyer's technological difficulties.</p> <p>4. Buyer's Premium: A 10% buyer's premium shall be paid by the Buyer and will be added to the final bid on the property. (See Property Information Page).</p> <p>Example: High bid on property is: \$100,000 Add 10% buyer's premium: + 10,000 Total on Sales Contract: \$110,000</p> <p>5. Earnest Money: Registered bidders must present an initial deposit of \$2,500 prior to auction. For online only auction, deposit may be made by cashier's check, wire transfer, or credit card. Deposit for online auction must be received by Motley's prior to bidder registration. All checks to be made payable to Motley's Auction & Realty Group. If initial deposit is less than 10% of the high bid, then winning bidder's deposit MUST be increased to 10% of the high bid by cashier's check or wired funds no later than 5:00 pm on January 21, 2010.</p> <p>6. Closing: The successful buyer must sign all documents and contracts and return to auctioneer within 24 hours of the auction and will be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur on or before thirty days (30) from the Purchase Agreement date unless otherwise specified in the Property Information Packet. Buyer acknowledges and agrees that time is of the essence.</p> <p>7. Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, <u>including the Grantor's Tax</u>. Real estate taxes, water and sewer charges, if any, will be prorated as of the date of closing.</p> <p>8. Title: Title to the offered property shall pass to the buyer at formal settlement.</p> <p>9. Financing: Sale of the property is <u>not contingent</u> upon the buyer obtaining financing.</p> <p>10. Conditions of Default: If any conditions contained herein are not complied with by the buyer, Auctioneer may, in addition to asserting all remedies available by law, including the right to hold defaulting buyer liable for the purchase price, either, a) cancel the sale, retaining as liquidated damages any payment made by such buyer, b) resell the property without reserve at public auction or privately on seven days' notice to such buyer, or c) take such other action as it deems necessary or appropriate.</p>	<p>If Auctioneer resells the property, the original defaulting buyer shall be liable for the payment of any deficiency between the purchase price and all costs and expenses, the expenses of both sales, reasonable attorney's fees, commissions, incidental damages and all other charges due hereunder. In any event; the buyer's, earnest money deposit will be retained by Auctioneer as liquidated damages.</p> <p>11. State Laws: The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the state in which the auction is held. By bidding at an auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have consented to the jurisdiction of the courts of such state and the federal courts sitting in such state. Any controversy or claim arising from or relating to the contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association, under its rules, judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.</p> <p>12. Real Estate Brokers/Agents/Auctioneers: A fee equal to a specified commission calculated on the successful purchaser's final bid (not including any Buyer's Premium), will be paid (where allowed by law) to any qualified broker/auctioneer who is duly licensed in the state where the property is located, and whose properly registered client successfully buys and closes on the property. To qualify for a commission, the licensed broker/agent must first register the prospective bidder online and include the broker's and agent's or auctioneer's license number, identification of the property, and any agency disclosure statements. Registration must occur no later than 5:00 P.M. two days (48 Hours) prior to the auction.</p> <p>13. Inspection: All property is sold "As Is, With All Faults." Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Auctioneer disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. For residences built prior to 1978, buyer waives the right to a 10-calendar-day opportunity to conduct a risk assessment or inspection for the presence of Lead-Based Paint and/or Lead-Based Paint Hazards. Square footage dimensions and acreage are approximate and should be independently verified prior to bidding. Auctioneer, its agents and subagents, and the sellers assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. Although information has been obtained from sources deemed reliable, the auctioneer makes no guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials.</p> <p>14. Methods of Auction: <u>Auction with Reserve:</u> This method of auction gives the Seller the right to accept or reject a high bid, usually at the time and place of sale. <u>Auction Subject to Confirmation:</u> This method of auction is with a Reserve, subject to an existing mortgage, a minimum bid opening or condition of sale such as a court order or court confirmation. <u>Note:</u> In the context of these terms and conditions an "Absolute above (an amount) with owner confirmation if below" means that if the minimum bid is not achieved, the Seller has the opportunity to accept a lower bid, usually within 48 hours.</p> <p>15. Liquidated Damages Clause For Failure to Timely Close: In the event that Buyer does not close on time, "Time being of the essence," and the Seller and Auctioneer agree to an extension of the closing time, the Buyer agrees to pay liquidated damages in the amount of \$80.00 for each day closing is delayed beyond the original closing date. The sum of the liquidated damage charge will be deducted from the Buyer's deposit and any deficit of deposit will be paid at closing. The remedy provided by this paragraph shall be in addition to any other remedy available to Seller.</p> <p>16. Megan's Law Disclosure: Purchaser(s) should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered. Such information may be obtained by contacting your local police department or the Department of State Police.</p>
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Dead Book 171 page 067



HOA FEE SCHEDULE

LAKE CAROLINE PROPERTY OWNERS' ASSOCIATION, INC.
 75 Saratoga Cove, Ruther Glen, Virginia 22546
 (804) 448-3400 Fax (804) 448-2205 E-mail lcpoa@lakecaroline.net

APPROVED ANNUAL FEE SCHEDULE April 1, 2009 through March 31, 2010

ANNUAL DUES & ASSESSMENTS

Membership Dues	\$ 48.00	Per Membership
Maintenance Assessments	424.00	Per Membership
Lot Assessment	<u>424.00</u>	Per Lot
	<u>\$ 896.00</u>	Total
Late Fees	50.00	On <u>Any</u> Balance Due on May 15 plus .5% per month on outstanding balance thereafter

All Other Costs of Collection Are Determined by the Courts and Association Attorney

RENTAL FEES

House Rental	\$848.00	Per Renter
Renter Registration	150.00	Per New Renter
Refundable Security Deposit	200.00	Per New Renter (Upon Return of All Cards & Decals)
Renter Transfer	50.00	Per Move

CONSTRUCTION FEES

Initial Construction	\$5,000.00	Per Single-Family Dwelling
Improvement Project	25.00	
Addition or Garage	50.00	plus \$1.00 Per Additional Sq. Ft. Over 150 Sq. Ft.

REFUNDABLE BUILDING DEPOSITS

Initial Construction	\$1,000.00	Per Single-Family Dwelling
Addition or Garage	250.00	Each Project Over 150 Sq. Ft.

ADMINISTRATIVE AND OTHER CHARGES

New Member Application	\$1,000.00	One Time Fee
Member Property Transfer	300.00	Per Lot Purchased or Lot Line Vacated / Reinstated
Disclosure Package	100.00	Per Written Request
Rush Fee	50.00	Per Rush Package Written Request
Update	50.00	Per Written Request
Credit Card Fee	3%	Equal to LCPOA Merchant Rate
Return Check/Stop Payment	50.00	Per Occurance
Decal Replacement	5.00	If No Decal Returned
Guest Pass Replacement	25.00	Per Sheet of 8
Guest Pass Replacement	5.00	Each
Member/ID Card Replacement	5.00	Each
Monthly Newsletter Advertising	\$ 40.00	Business Card \$50.00 ¼ Page
	\$100.00	½ Page \$200.00 Full Page
Faxes	.75 Per Page Sent	.25 Per Page Received
Copies	.15 Per 8 ½ x 11	
Association Bylaws & Regulations	\$10.00	

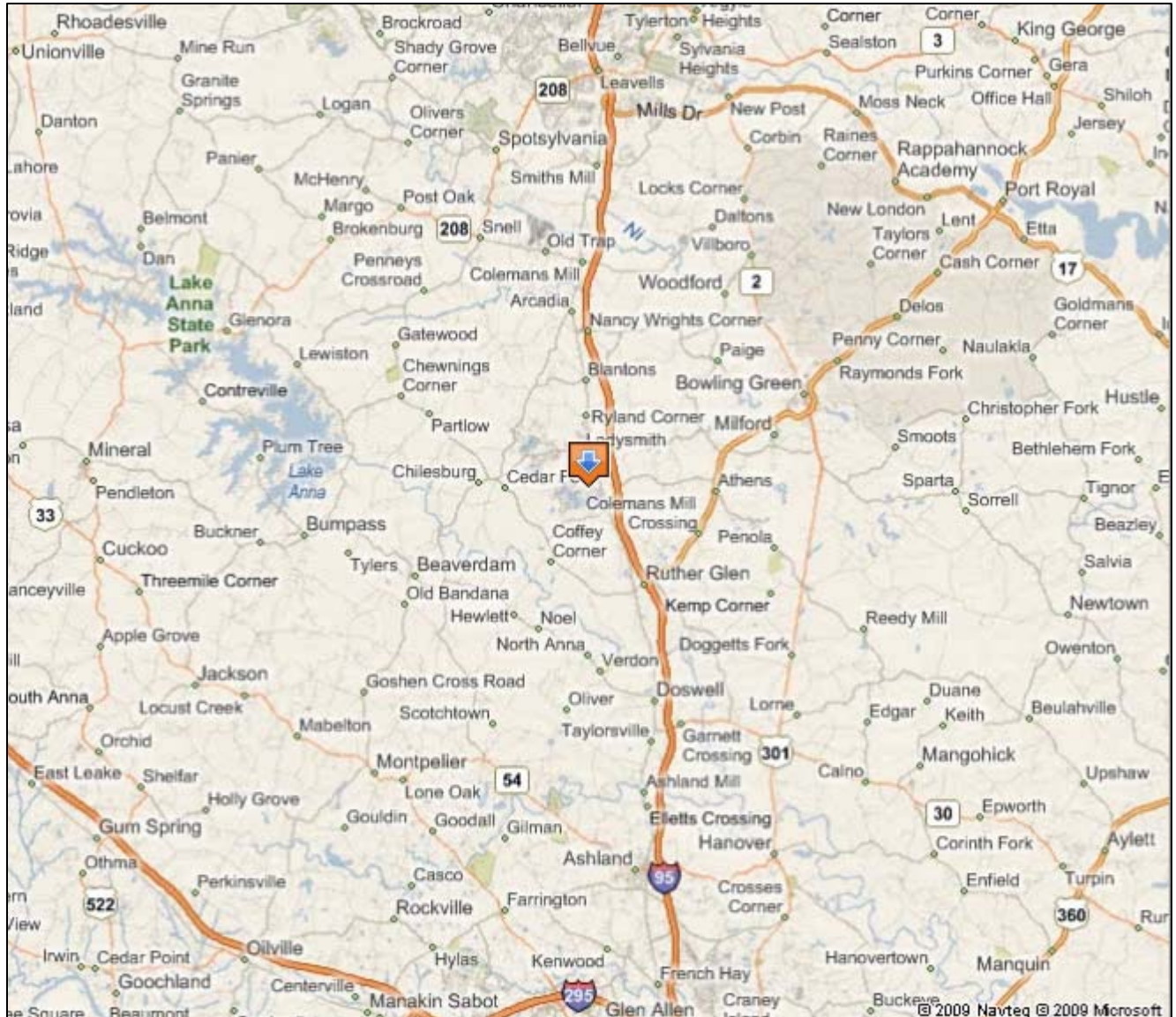
AMENITIES USE CHARGES

Tennis Court	0.00	No Charge (Key at Security Office)
Pool	0.00	No Charge During Open Hours
Pool Party (After Hours Only)	200.00	Plus Cost of Life Guard(s)
Pool Security Deposit	300.00	Refundable (Conditions Apply)
Lodge Reservation	325.00	Per Day
Lodge Security Deposit	250.00	Refundable (Conditions Apply)
Pavilion Reservation	100.00	Per Day (Non-Exclusive Use)
Pavilion Security Deposit	100.00	Refundable (Conditions Apply)

VIOLATION FINES

Compliance	50.00	Assessed by Compliance & Hearing Committee
Mowing (Uncut Yards)	250.00	

MAP AND DIRECTIONS



From I-95 South: Heading south on I-95, take exit 110 for VA-639 toward Ladysmith. Turn right onto Ladysmith Rd, and then immediately turn left onto Green Rd. Follow Green Rd for 1.2 miles then turn left onto US-1 / Jefferson Davis Hwy. Drive 1.0 mile and turn right onto Lake Caroline Drive. Travel 0.1 miles then turn right onto Waverly Dr. Drive 0.3 miles, turn right onto Delaware Dr., follow for 0.3 miles and turn right onto Hoosier Cove. Look for signs.

From I-95 North: Heading north on I-95, take exit 104 for VA-207 West toward Carmel Church. Turn left onto SR-207 West / Rogers Clark Blvd, travel 0.7 miles, then turn right onto US-1. Drive 4.5 miles and turn left onto Lake Caroline Drive. Travel 0.1 miles then turn right onto Waverly Dr. Drive 0.3 miles, turn right onto Delaware Dr., follow for 0.3 miles and turn right onto Hoosier Cove. Look for signs.

PURCHASE AGREEMENT OF SALE

THIS AGREEMENT made this _____ day of _____ between the "Buyer" _____ whose address and phone number are _____, the "Seller" _____ whose address and phone number are _____ and MOTLEY'S AUCTIONS, INC. trading as MOTLEY'S AUCTION & REALTY GROUP (VAAL No. 16; Real Estate License No. 0226 005928), "Auction Firm."

In consideration of the deposit in the sum of _____ in cash or certified funds receipt of which is acknowledged, the Buyer agrees to buy and the Seller agrees to sell for the sum of _____ Dollars (\$_____) calculated as the high bid of \$ _____ plus \$ _____ buyer's premium, all that certain piece, parcel or lot of land together with all improvements thereon (the "Property") described as follows: _____ also known as _____ (legal description) See Attached Plat.

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

1. DEPOSIT. A 10% deposit (Buyer's Deposit) is to be paid by a cashier's check or cash, which shall be applied to the purchase price upon compliance by Buyer(s) with this Agreement. The Buyer's Deposit shall be held by Motley's Auction & Realty Group (Motley's) in an interest bearing escrow account with all interest accruing to the benefit of escrow agent.
2. BALANCE OF PURCHASE PRICE AT SETTLEMENT. The balance of the purchase price shall be paid by a cashier's check or cash at the time of final settlement and delivery of deed. Final settlement shall take place within THIRTY (30) days.
3. FINANCING: This property is not being sold subject to financing.
4. COMMISSIONS: Buyer acknowledges and understands that the Buyer's Premium on the sale is a commission to Auction Firm and is deemed earned by the Auction Firm when this Agreement is accepted. The Buyer's Premium shall be paid to Auction Firm at Settlement.
5. TITLE. Except as may be otherwise provided in this agreement, the title to said premises shall be good and marketable or such as will be insured at regular rates by a responsible Title Insurance Company. The cost for such title search will be paid for by the Auction Firm and reimbursed by the Buyer to the Auction Firm at the time of closing, if required. If a defect is found which can be remedied by legal action or otherwise within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within sixty (60) days after scheduled date of closing, then this Contract may be terminated by either Seller or Buyer at the expiration of such sixty (60) day period, at which time the Deposit shall be returned to Buyer. Upon the return of the Deposit, this Contract shall be terminated and shall be deemed to be null and void; neither Seller nor Buyer shall have any claim against the other or against Auction Firm by reason of this Contract. Buyer may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph. If title, in accordance with this agreement, cannot be conveyed by Seller; Buyer shall have the option of taking such title as Seller can give without abatement of price or, in the alternative, of being repaid all money paid on account of the purchase price. In the latter event, Seller's and Auction Firm's liability hereunder to the Buyer shall absolutely cease.
6. APPORTIONMENTS. Real estate taxes, water charges, sewer charges, current property rent, condominium or POA fees, and other charges, if any, shall be apportioned to the date of final settlement on the basis of the imposing authority's fiscal year.

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

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

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

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

11. DEFAULT BY BUYER. Should Buyer fail to make settlement as provided in this agreement, Buyer shall be deemed in default and the Deposit paid by Buyer may be retained by Seller(s), either on account of the purchase money or as compensatory for the damages and expenses Seller has incurred, as Seller shall elect. In the latter event, Seller's and Auction Firm's liability hereunder to Buyer shall absolutely cease. In the alternative, Seller may resort to any other action or remedy in law or equity that may be available. Upon notice from Motley's to the Seller, any funds paid to the Seller shall be delivered to Motley's by the Seller and shall be subject to satisfying any obligations owed to Motley's.

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

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

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

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

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

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

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

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

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

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

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

23. The Seller of this property has 48 Hours in which to approve the offer. If offer is not approved, then the Auction Firm will refund to the Buyer its deposit within 10 business days of the auction.

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

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

APPROVED:

BUYER DATE

BUYER DATE

Stellar One Bank

By: _____
SELLER DATE

SELLER DATE

MOTLEY'S AUCTION & REALTY GROUP:

By: _____

BROKER PARTICIPATION ACKNOWLEDGMENT FORM

DATE: _____

REMIT TO: Motley's Auction & Realty Group
4402 West Broad Street
Richmond, VA 23230
(804) 355-2100
FAX (804) 359-6954

AUCTION DATE: _____

(Address of Auction Property)

BUYER NAME: _____

BUYER ADDRESS: _____

BUYER PHONE #: _____

It is understood and agreed that the Broker commission structure will be based on the stated Terms and Conditions of sale of the above referenced auction and that said commission will be based on the successful high bid (the Hammer Price)* on the property. Commission is to be paid only to the licensed Real Estate Broker named herein upon closing, where permitted by law, if the above named Buyer is the high bidder at auction and the subject property is sold to the same buyer. Only the first registration of a prospective bidder received will be honored. Brokers/Real Estate Agents may not represent themselves as a buyer. The intent of this broker co-op arrangement is to encourage Realtors to find potential purchasers for the auction. Persons not originally represented by a Broker who have contacted the auction and requested information will be ineligible for subsequent broker co-op. **BROKER PARTICIPATION FORMS MUST BE RECEIVED 48 HOURS PRIOR TO AUCTION!** A 3% Broker Participation Fee will be paid to brokers who submit a pre-auction offer that is accepted by the Seller. If the offer is rejected and the buyer participates in the auction sale and is the high bidder the day of the auction, 2% will be paid to participating broker, if broker complies with all the terms and conditions of this agreement and the sale.

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

Broker Signature

Agent Signature

Broker Name Printed

Agent Name Printed

Real Estate License No. _____

Real Estate License No. _____

Real Estate Agency _____

Real Estate Agency's Address _____

Real Estate Agent's Phone and email address _____

Prospective Buyer(s) Signature _____ Date _____

RECEIVED BY:
MOTLEY'S AUCTION & REALTY GROUP

By: _____ Date: _____ Time: _____

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

**BROKER PARTICIPATION FORMS MUST BE RECEIVED
48 HOURS PRIOR TO AUCTION!**



BIDDER REGISTRATION FORM

Bidder # _____

Full Name _____

If Purchasing for a Company,

Give Company Name _____

FOR CURRENT AUCTION INFORMATION: e-mail address: _____

Street Address _____

City & State _____ Zip Code _____

Area Code & Telephone: Daytime _____ Home _____ Fax _____

Driver's License # _____ Sales Tax Exemption # _____

How did you hear about our sale?

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

Mailing List Interests

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

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

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

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

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

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

Motley's Upcoming Auctions

Real Estate Division

- Tuesday, January 19, 2010 • 10:00 AM • Foreclosure Auction. 7901 Kerrydale Court, Spotsylvania, VA 22551. 6± acre residential cul-de-sac lot with creek across rear of property. The property is about halfway between Fredericksburg and Ashland, Virginia, just a few miles west of US-1 and I-95. The property is also about 30 minutes from Lake Anna and 90 minutes from Washington, DC.
- Tuesday, January 19, 2010 • 3:00 PM • 9.7± acre building lot. The property is located at the intersection of Gold Dale Road and Webb Road, Mine Run, VA 22508. A recent soil study shows that the property perks for a 4-bedroom house. The location is ideal, just off of Constitution Highway/Rt. 20, east of the town of Orange and only 30 minutes from Fredericksburg, Virginia.
- Tuesday, January 26, 2010 • 3:00 PM • Foreclosure Auction, On Site. 2418 E. Franklin Street, Richmond, VA 23223. Fully renovated, 725± square foot, one-bedroom, one-bath condominium in Church Hill Gables.
- Wednesday, January 27, 2010 • 3:00 PM • Internet only auction, bids close at 3:00 PM. 2604 Trimmer Drive, Richmond, VA 23294. Two-bedroom brick rancher has two bedrooms and one bath, located at the end of a cul-de-sac in Mark Lawn, an established neighborhood in the west end of Henrico County. The home is just 2 minutes from I-64 and Parham Road, convenient to shopping and dining.

Industrial Division

- Wednesday, January 27, 2010 • 1:00 PM • Internet only auction. Material handling, machine shop, & more. Concord, NC. A Fortune 500 corporation has chosen Motley's to liquidate the support equipment and machinery from a recently closed 2.4 million square foot facility which employed over 2,000.

Antique & Estate Division

- Wednesday, February 24 and Thursday, February 25, 2010 • 2:00 PM. Motley's first Antique & Estate Gallery auction for 2010 will be a 2 day auction occurring *February 24th and 25th*. This Auction will feature items deaccessioned from an 18th century house museum in Virginia to benefit the restoration and collections fund, important lighting, furniture and fixtures from the VA State Capitol, a large collection of fine art, the Mumford collection of silver and much more.

Richmond Auto Auction

- Every Friday • 10:00 AM. Selling Bank repos, Lease Vehicles, Dealer Trade-Ins, Government Fleets, U.S. Marshals Seizures, Donation Vehicles and Consignments. View the website for a weekly listing of vehicles offered.

**** PLUS MANY MORE DATES TO BE ANNOUNCED ****

For more information:

