

REAL ESTATE AUCTION

4,000 +/- sf. Commercially Zoned Home/Office Building in the Historic District of Warrenton, VA (Fauquier County)

74 Waterloo St Warrenton, VA 20186

For information contact: Kelly Strauss, Auction Coordinator - (540) 226-1279

Nicholls Auction Marketing Group

Corporate Office: (888) 357-2814

Offices through out Virginia to meet your needs

VAAF #729

On the web at: www.nichollsauction.com
Contact us by E-mail at: info@nichollsauction.com

Why use Nicholls Auction Marketing Group to sell your property?

Nicholls Auction Marketing Group has set and maintained an overall sales ratio in excess of 95% since 1980. Our standards for conducting an auction are simply higher, and the marketplace has responded, allowing us to be the leader in getting properties sold and closed. For property owners who are serious about selling—who wish to maximize their returns while reducing the time, risk and frustration of trying to sell through a traditional approach—our customized individual owner services are a perfect fit.

Nicholls Auction Marketing Group will customize and execute a results oriented auction marketing campaign that maximizes exposure and creates active competition for the purchase of your property. This results not only in full and current market value, but also preserves opportunities for greatest price, while limiting risk of lower price. Individual sellers also benefit from the convenience of controlled viewings, standardized terms and conditions of sale, and a known sale and closing date.

Our 40+ years experience is broad-based allowing us to bring together the necessary resources for a successful sale of practically any type of real, as well as personal property. For more information please go to nichollsauction.com and allow us the privilege to add your name to our growing lists of satisfied clients.



Property Location

74 Waterloo St Warrenton, VA 20186

Description

Located in the historic district of Warrenton, VA, this all brick structure was originally a residence, but is now zoned commercial/industrial (CB) and was last used as an office building. This desirable property is 4,000 +/- sf. and sits on a .35 +/- acre city lot. **Only \$250,000 Starting Bid!!**

Having relocated, our seller has contracted us to market and sell this valuable historic commercially zoned home/office building located in downtown Warrenton, VA. This property (circa 1812) is in wonderful condition for its age, and simply awaits the new owner's personal taste renovations. This is an amazing investment opportunity to buy as a primary residence, office building or a combination of both!! Bid Your Price!!

- 4,095 +/- sf. brick Federal Style home/office building on .35 +/- acre city lot
- 4 rooms & half bathroom on the main floor; 4 rooms & 1 full bath on the 2nd floor; 1 room on the 3rd floor; finished basement w/two half baths and 2 walk-out entrances/exits; storage attic
- Flemish bond brickwork; keystone lintels & door w/arched transom; elaborate front porch w/bracketed eaves & latticework
- Pine hardwood flooring throughout
- 5 wood burning fireplaces (2 on main floor & 3 on 2nd floor)
- Public utilities
- Heating: hot water boiler; cooling: window units; hot water: natural gas
- Asphalt driveway w/14 parking places (1 is a handicap space)
- Outbuildings: smoke house & kitchen (historical)
- Fencing: brick and wood 3 sides; manicured hedges in front
- This great property is conveniently located in the Historic District of Warrenton, VA, and is within walking distance to the courthouse, police department, banks, retail, restaurants, places of worship and more!!
- Tax Map: 6984-33-2912-000; Zoning: CB (Commercial/Industrial);
 Home built in 1812 and is #33 on the Fauquier County Historic
 Society and is located in the Warrenton Historic District
- Only \$250,000 Starting Bid!!

<u>Date & Time</u> Auction conducted onsite on <u>September 28, 2018 at 1:00 pm.</u>

<u>Property Tour</u> Property Tour: Wednesday, September 19 @ 4pm SHARP. Please

contact Kelly Strauss for more information (540-226-1279).

Earnest Money \$20,000 deposit due immediately after confirmation of final bid.

Deposit must be in the form of a cashier's check or certified check (US

funds) made payable to yourself.

Closing is to take place on or before 30-45 days from date of auction.

Buyer acknowledges that time is of the essence.

Realtor Acknowledgment Although not required, if a buyer has been working with a real estate

agent, the real estate agent must complete the realtor representation

acknowledgment form. In order for the real estate agent to be

compensated, realtor representation acknowledgment forms must be completed and submitted no later than 5 pm on 9/27/18 and all terms

adhered to.

Financing Need Financing for this home? Contact Kelly Strauss for financing

information (540) 226-1279.

Auctioneers Note All information and dimensions were derived from sources believed to

be correct, but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or

any other oral statements made.

<u>Can't Attend?</u> Can't attend the auction, but still want to bid? No problem! Download

our app in the Apple App Store, Google Play Store, or use your web

browser to register and bid during the live auction.

<u>Notes</u> 1.

2.

3.

Terms & Conditions

Auctioneer's Authority on Bidding Procedures and Bidding:

Bidding Procedures: Open and verbal. Announcements made on the day of the auction will take precedence over all printed material or oral statements made. (1) Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. (2) The auctioneer reserves the right to delete or add additional properties at this discretion. (3) Nicholls Auction Marketing Group may act to protect the seller's reserve, as an agent of the seller, by bidding on behalf of the seller. 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 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 by any dispute after the sale; record of final sale shall be conclusive. Please contact our offices for information on absentee and or phone bidding.

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

Example: High bid on property is: \$100,000

Add 10% buyer's premium: +\$10,000Total on Sales Contract: \$110,000

Earnest Money: The buyer, unless prior written arrangements have been made by contacting Kelly Strauss (540.226.1279 or kelly@nichollsauction.com), shall be required to pay a deposit of \$20,000. This deposit will be held in a non-interest bearing escrow account until settlement. Please make a cashiers check or certified check (US funds) payable to yourself and endorse it over to Nicholls Auction Marketing Group if you are the high bidder.

<u>Closing:</u> The successful buyer must sign all documents and contracts immediately after the acceptance of the final bid. The successful buyer will also 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 specified dates. Closing is to take place on or before 30-45 days from date of auction (unless prior written arrangements have been made with the auction firm). Buyer acknowledges and agrees that time is of the essence.

<u>Closing Costs:</u> 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 expense, usual conveyance expenses, and recordation taxes, including the Grantor's tax. Real estate taxes, water and sewer charges, if any, will be prorated as of the date of closing.

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

Conditions of Default: If any conditions contained herein are not complied with by the buyer, Nicholls Auction Marketing Group 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 payments made by such buyer, b) resell the property at public auction or privately on seven days notice to such buyer, or c) take such other action as it deems necessary or appropriated. If Nicholls Auction Marketing Group 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 Nicholls Auction Marketing Group as liquidated damages.

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

Real Estate Brokers/Agents: When offered, a fee equal to a specified commission will be paid to any qualified broker who is duly licensed in the same 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 on the Nicholls Auction Marketing Group website or on Nicholls Auction Marketing Group's Realtor Representation Acknowledgment Form. Broker/agent agrees that if the commission is reduced due to negotiations, the commission to the broker shall be 20% of total commission earner. All forms, letters and statements must be received no later than 5:00 P.M. (Eastern) one day prior to the auction. Commission is contingent upon, and will only be paid if the broker participation form is received by Nicholls Auction Marketing Group no later than 5:00 P.M. (Eastern) one day prior to the auction and all terms are adhered to. In addition, agents must also attend the auction with their prospects.

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. Nicholls Auction Marketing Group 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-Base Paint and/or Lead-Base Paint Hazards. Square footage dimensions and acreage are approximate and should be independently verified prior to bidding. Nicholls Auction Marketing Group, 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. All information and dimensions were derived from sources believed to be correct, but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.



40 Carriage Hill Lane Fredericksburg, VA 22407

Phone: 540-898-0971 info@nichollsauction.com www.nichollsauction.com

VAAF-729

REAL ESTATE CONTRACT of PURCHASE

THI	S CONTRACT of purchase made this day of, 20, by and between
(he	reinafter called "Seller"), and
	(hereinafter called "Purchaser")
Tha 1.	tt, for and in consideration of the hereinafter contained mutual promises other good and valuable consideration, the parties do hereby agree as follows: Seller shall sell and convey and Purchaser shall purchase all that certain Real Estate (hereinafter the "Real Estate" or the "Property") with all rights and privileges thereto appurtenant and all buildings and improvements thereon situate, lying and being in
2.	The purchase price of the Real Estate is \$ as determined at public auction by Auctioneer. The purchase price shall be payable by Purchaser at settlement in cash or immediately available funds.
3.	Purchaser has paid a deposit (hereinafter the "deposit") to Auctioneer in the amount of \$
4.	Pursuant to the Listing Agreement, Auctioneer shall be paid from the deposit a commission of \$ plus al costs and expenses of sale.
5.	Settlement shall be made at the offices of on or before Possession shall be given at settlement, unless otherwise agreed in writing by the parties hereto, subject to the rights of tenants, if any. TIME IS OF THE ESSENCE.
6.	Seller and Purchaser agree that Auctioneer was the sole procuring cause of this Contract of Purchase i either Seller or Purchaser defaults under this Contract of Purchase, such defaulting party shall be liable for the commission of Auctioneer and for any expenses incurred by the non-defaulting party and by Auctioneer, such expenses including their respective attorney's fee, advertising expenses, and labor, if any, in connection with this transaction and the enforcement of such Contract.
7.	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. The Virginia Residential Property Disclosure Ac (Section 55-517 through 55-525 of the Code of Virginia) requires Seller of a certain residential property to furnish the Purchaser a property disclosure statement in a form provided by the Real Estate Board. Disclosure is or is not attached.
8.	Seller represents that the Property (check as applicable) is is not located within a development which is subject to the Virginia Property Owners' Association Act (Section 55-508 et seq. of the Code of Virginia). If the Property is within such a development, the Act requires Seller to obtain from the property owners' association an association disclosure packet and provide it to Purchaser.
9.	Seller agrees to pay the expense of preparing the deed, certificates for non-foreign status and Form 1099-S and the recordation tax applicable to grantors and all amounts payable to Auctioneer pursuant to the Listing Agreement. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this purchase, including, without limitation, title examination, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. Real estate taxes shall be prorated as of settlement. Seller shall pay no closing costs on behalf of Purchaser. Except as expressly provided herein, each party shall be responsible for its own attorney's fees.
10.	At Settlement, Seller shall convey to Purchaser good and marketable fee simple title the Property by deed of Special or General warranty and free and clear of all mortgages, deed of trust or other monetary liens, same to be released by Seller at or prior to Closing. Purchaser's and Seller's obligations hereunder are contingent upon Seller being able to convey good and marketable title to the Property subject, however, to the following (the "Permitted Encumbrances"): (i) matters that do not render title to the Property unmarketable; (ii) the rights of tenants, if any; (iii) the lien of ad valorem real estate taxes not yet due and payable; (iv) such state of facts as an accurate survey and inspection of the Property would reveal; (v) easements of record granted to providers of utility services; and (vi) the matters shown as exceptions on any title commitment or title policy provided to Purchaser by Auctioneer prior to the auction sale, if any, provided no representation or warranty is made as to accuracy or completeness of such title work. If, prior to settlement hereunder, Purchaser identifies a title defect other than the Permitted Encumbrances, Seller shall have the opportunity, but not the obligation of its Seller does not elect 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 attempts but is not successful in curing the title defect, Purchaser shall have the option to terminate this Agreement, in which case Seller shall instruct Auctioneer to return the deposit to Purchaser and neither party will have any further obligation or liability to the other, or to waive the title defect and proceed to settlement hereunder; provided Seller shall remain responsible for payment of Auctioneer's commission and the cost and expense of the auction pursuant to the Listing Agreement. If an owner's title insurance policy can be obtained without exception to the title defect or with af
11.	In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Purchaser shall pay any rollback taxes assessed.
12.	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 (to be exercised within five (5) business days

of written notice of such event) of either (i) terminating this Contract, or (ii) proceed with settlement in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and pay over the Purchaser any sums received as a result

13. Virginia law (Va. Code Ann Section 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material

of such loss or damage. Failure to timely make such election shall be deemed Purchaser's election to proceed with settlement under (ii).

is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. Seller shall deliver to Purchaser at settlement an affidavit, in a form acceptable to Purchaser's title insurer, 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 materialmens' 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 in full.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

- 14. Purchaser may wish at Purchaser's cost to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and material men's liens for labor and materials performed prior to closing and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance will be governed by the terms and conditions thereof, and the dollar amount of the cost of obtaining such title insurance coverage. At settlement, Seller shall deliver an owner's affidavit in a form reasonably satisfactory to Purchaser's title insurer.
- 15. This agreement is made in the Commonwealth of Virginia and shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.
- 16. If any provisions herein shall be legally unenforceable or in the event that a Court of competent jurisdiction shall deem any of the provisions contained in this Contract invalid or unenforceable, they shall be deemed severed from the other provisions of this Contract, and the remaining provisions shall, nevertheless, be valid and enforceable and continue in full force and effect. The invalidity or the unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and the Contract shall be construed in all respects as though such invalid or unenforceable provisions were omitted.
- 17. This Contract contains the entire understanding between the parties with reference to the matters contained herein, and there are no terms, conditions, warranties, or representations other than those contained herein and no amendments hereto are valid unless made in writing and signed by both of the parties hereto.
- 18. All notices and other communications hereunder in connection herewith shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and first-class postage prepaid to the following addresses:

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Seller:	Purchaser:
Phone:Email:	Phone:
 Except as herein otherwise provided to the contrary, this ag personal representatives, successors and assigns. 	eement shall be binding upon and inure to the benefit of the parties signatory hereto, their
	in (including, but without limitation, monies that may become due or monies that are due) r. Unless specifically stated to the contrary in any written consent to an assignment, nouty or responsibility under this Contract.
responsibilities undertaken pursuant to this Contract will be fo Notwithstanding the foregoing, Nicholls Auction Marketing Gr Contract and entitled to enforce the provisions of this Contract	ghts or benefits in this Contract to anyone other than the parties hereto, and all duties and the sole and exclusive benefit of the parties hereto and not for the benefit of any other party oup, Inc. a Virginia corporation ("Auctioneer") shall be deemed a third party beneficiary of this t against the parties hereto. Auctioneer shall have no liability hereunder to either Purchaser is negligence with respect to the deposit, in which case Auctioneer's liability shall be limited
 This Contract supersedes any and all other understandings of hereof. 	r agreements between the parties, either oral or in writing, with respect to the subject matter
. The parties hereto declare and acknowledge that each has re	ad and fully understands the terms set forth in this Contract.
WITNESS the following signatures and seals:	
PURCHASER:	SELLER:
NAME (S	SEAL), indiv. NAME (SEAL), indiv.
NAME	SEAL), indiv. NAME (SEAL), indiv.

(SEAL), indiv. (SEAL), indiv. NAME NAME (SEAL), indiv. (SEAL), indiv. NAME NAME (Entity Name) (Entity Name) __ (SEAL) _ (SEAL) By: Name: Name: Title: Closing Information Closing Information

40 Carriage Hill Lane Fredericksburg, VA 22407 www.nichollsauction.com info@nichollsauction.com



Phone: 540-898-0971 Fax: 540-301-5883 Toll Free: 888-357-2814

ADDENDUM TO REAL ESTATE CONTRACT OF PURCHASE

REFERENCE IS HEREBY MADE to the Real Estate Contract of Purchase dated, between				
	("Seller") and _			
			("Buyer") and	
Nicholls Auction Marketing Group Inc., a Vir	ginia corporation,	("Auctioneer") regarding the sale of	of property located at	
All parties acknowledge that they are bound by erty Information Packet associated with the ab			contained in the Prop-	
Specifically, Buyer acknowledges that the propall investigations, inspections and any other du Buyer accepts the property "AS IS" unless other Marketing Group.	e diligence Buyer	deems appropriate. Buyer therefore a	acknowledges that the	
Buyer and Seller also acknowledge that they TIONS contained in the Property Information F		stand and will comply with the attach	ed TERMS & CONDI-	
Seller	Date	_		
		_		
Buyer	Date			
Nicholls Auction Marketing Group	Date	-		

Attachment 1 - Terms and Conditions



Virginia Real Estate Board

http://www.dpor.virginia.gov/Consumers/Disclosure Forms/

VAAF# 729, VAAF # 769

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

ACKNOWLEDGEMENT BY SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) requires the owner of certain residential real property—whenever the property is to be sold or leased with an option to buy—to provide notification to the purchaser of any disclosures required by the Act and to refer the purchaser to the Real Estate Board website referenced below for additional information.

Certain transfers of residential property are excluded from this requirement (see § 55-518).

PROPERTY ADDRESS/ LEGAL DESCRIPTION:					
The purchaser is advised to consult the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT webpage (http://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures) for important information about disclosures required by law that may affect the buyer's decision to purchase the real property described above.					
The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the <i>Code of Virginia</i>) and, if represented by a real estate licensee as provided in § 55-523, further acknowledges having been informed of the rights and obligations under the Act.					
Owner	Owner				
 Date	 Date				
The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the <i>Code of Virginia</i>). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55-523, the purchaser further acknowledges having been informed of the rights and obligations under the Act.					
Purchaser	Purchaser				
 Date	 Date				