

NOTICE OF TRUSTEES' SALE
RESIDENTIAL LOTS AND LAND
STANARDSVILLE, VIRGINIA 22973

In execution of a Credit Line Deed of Trust dated March 24, 2005, in the original amount of \$393,750.00, recorded in Deed Book 913 at Page 52 in the Clerk's Office ("**Clerk's Office**") of the Circuit Court of Greene County, Virginia ("**Deed of Trust**"), as amended by an instrument recorded in Deed Book 939 at Page 87 in the Clerk's Office, to increase the secured amount to \$1,253,100.00, and as amended and restated by an instrument recorded in Deed Book 1342 at Page 278 in the Clerk's Office, the undersigned Substitute Trustees, any of whom may act, will on **December 5, 2018, at 12:00 p.m.**, at the site of the property being sold on Barrington Drive, Stanardsville, Virginia 22973, offer for sale at public auction to the highest bidder the following real property with improvements thereon and personal property (collectively "**Property**") located in Greene County, Virginia:

SUBDIVIDED RESIDENTIAL BUILDING LOTS:

OFFERING #1

LOT 2, Phase One, Barrington Place Subdivision, as shown on a plat of Roger W. Ray & Associates, Inc., dated June 7, 2011, of record in the Clerk's Office of the Circuit Court of Greene County, Virginia, on Plat Cards 4772 and 4773. Containing 0.32 acres.

Tax Map No.: 38D-1-2

Deposit: \$5,000.00

OFFERING #2

LOT 5, Phase One, Barrington Place Subdivision, as shown on a plat of Roger W. Ray & Associates, Inc., dated June 7, 2011, of record in the Clerk's Office of the Circuit Court of Greene County, Virginia, on Plat Cards 4772 and 4773. Containing 0.31 acres.

Tax Map No.: 38D-1-5

Deposit: \$5,000.00

OFFERING #3

LOT 28, Phase One, Barrington Place Subdivision, as shown on a plat of Roger W. Ray & Associates, Inc., dated June 7, 2011, of record in the Clerk's Office of the Circuit Court of Greene County, Virginia, on Plat Cards 4772 and 4773. Containing 0.40 acres.

Tax Map No.: 38D-1-28

Deposit: \$5,000.00

LAND:

OFFERING #4 (3 Parcels)

Parcel 1. All that certain tract or parcel of land known as RESIDUE, containing 419,321 square feet, more or less, as shown on a plat of Roger W. Ray & Associates, Inc., dated June 7, 2011, of record in the Clerk's Office of the Circuit Court of Greene County, Virginia, on Plat Cards 4772 and 4773.

Tax Map No.: 38D-A-28

This residue lot has been designed for 21 residential building lots in Phase Two of the Barrington Place Subdivision. A copy of the unrecorded subdivision plat is available to prospective bidders upon request to the Substitute Trustees.

Parcel 2. All that certain tract or parcel of land known as OPEN SPACE, containing 42,299 square feet, more or less, as shown on a plat of Roger W. Ray & Associates, Inc., dated June 7, 2011, of record in the Clerk's Office of the Circuit Court of Greene County, Virginia, on Plat Cards 4772 and 4773.

Tax Map No.: 38D-1-OS

Parcel 3. All that certain tract or parcel of land containing 0.34 acres, more or less, being more particularly described on a plat of survey by Roger W. Ray & Associates, Inc., dated May 18, 2006, of record in the Clerk's Office of the Circuit Court of Greene County, Virginia, on Plat Card 4599.

LESS AND EXCEPT that portion of property dedicated for public use known as Parcel X, containing 0.14 acre, more or less, being more particularly described on a plat of survey by Roger W. Ray & Associates, Inc., dated June 6, 2014, of record in the Clerk's Office of the Circuit Court of Greene County, Virginia, on Plat Cards 4937 and 4938.

Tax Map No.: 38-A-36

This parcel is located between U.S. Route 33 and Ice House Road, State Route 677.

Deposit for Offering #4: \$15,000.00

The properties will be offered individually, in groupings, and in bulk.

The personal property and non-real estate rights and interests to be offered for sale by the Substitute Trustees consist of all forms of personal property located upon or related to the real property and owned by the owner of the real property, as more particularly described in the Deed of Trust, and all other rights and interests as defined and described in the Deed of Trust. No representations or warranties are made as to the existence or condition of any such items, it being

the sole responsibility of the purchaser to make such determination. The Substitute Trustees reserve the right to exclude certain personal property from inclusion in the foreclosure sale of the Property. Such excluded items will be announced at the time of the sale.

The deposits must be in the form of a certified or cashier's check. No deposit shall be required from the Noteholder or its subsidiary or affiliate.

This sale includes a buyer's premium of ten percent (10%), payable to The Counts Realty and Auction Group, Inc., which buyer's premium will be calculated on the highest bid and added to the highest bid to become the final sale price for the Property paid by the Purchaser.

The Property shall be sold "AS IS" and "WITH ALL FAULTS." Neither the Substitute Trustees nor the Noteholder make any representations or warranties with respect to the Property including, without limitation, representations or warranties as to the structural integrity, physical condition, construction, workmanship, materials, habitability, fitness for a particular purpose or merchantability of the Property, nor do the Substitute Trustees make any representations or warranties as to the legality of any subdivision or whether lots are buildable.

Conveyance of the Property shall be with special warranty and shall be subject to all zoning and other code violations, if any, subject to all critical area and wetland violations, if any, subject to all environmental problems and violations which may exist on or with respect to the Property, if any, and shall be subject to all recorded and unrecorded liens, encumbrances, security interests, easements, rights-of-way, covenants, agreements, conditions, restrictions, leases, occupancy agreements and mechanics and materialmen's liens, to the extent any of the foregoing may lawfully apply to the Property being sold, or any part thereof, and take priority over the liens and security interests of the Deed of Trust.

Settlement shall be by certified or cashier's check or wire transfer of immediately available federal funds, and shall occur within thirty (30) days from date of sale, TIME BEING

OF THE ESSENCE. Settlement shall occur in the offices of the Substitute Trustees or such other place as mutually agreed upon. The Substitute Trustees reserve the right to extend the date of settlement as may be necessary to complete arrangements for settlement.

The purchaser shall pay all closing costs, including the preparation of the Trustees Deed and all taxes and recording costs assessed thereon (including, but not limited to, the grantor's tax and congestion relief fee), settlement fees, title examination charges and title insurance premiums. Real estate taxes prorated to the date of the foreclosure will be paid by the Substitute Trustees. Purchaser shall be responsible for all real estate taxes due on the Property from and after the date of the sale. The Substitute Trustees will not deliver possession of all or any part of the Property being sold.

The deposit, without interest, shall be applied to the credit of the successful bidder at settlement. If the successful bidder fails to complete settlement the deposit shall be forfeited and applied to the costs of the sale and the indebtedness secured by the Deed of Trust, and the Substitute Trustees may resell the subject Property at the risk and cost of the defaulting purchaser. After any such default and forfeiture, the Property may, at the discretion of the Substitute Trustees, be conveyed to the next highest bidder on the Property whose bid was acceptable to the Substitute Trustees.

The Substitute Trustees reserve the right to reject any and all bids, waive deposit requirements, extend time for settlement, and announce additional terms of sale. Terms of sale announced at the public auction will supersede all advertised terms of sale.

The risk of loss or damage to the Property by condemnation, fire or other casualty shall be borne by the successful bidder from and after the strikdown of the bid at the foreclosure sale. The Substitute Trustees are not obligated to deliver possession of the Property to the successful bidder, who shall be solely responsible for obtaining possession of the Property.

At the time of sale, the successful bidder shall be required to execute a Memorandum of Sale which shall include, by reference, all the terms and conditions contained herein. The form of Memorandum of Sale is available from the Substitute Trustees upon request and will be available at sale time.

The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. Neither the Substitute Trustees, the secured party, nor any other party, makes any representations or warranties of any kind whatsoever with respect to the accuracy of the information contained herein.

Immediately upon the conveyance by the Substitute Trustees of each Property to the purchaser at foreclosure, all duties, liabilities and obligations of the Substitute Trustees, if any, to the Purchaser with respect to such Property shall be extinguished.

William H. Casterline, Jr.
Jeremy B. Root
James R. Meizanis, Jr.

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(Advertise November 13, 20, 27, 2018)