

**NOTICE OF SUBSTITUTE
TRUSTEES' SALE
1287 Highland Oaks Drive
Bedford County, Virginia 24551
RPC No.: 90509461
Tax Map No.: 81-13-10**

In execution of a certain Credit Line Deed of Trust dated August 18, 2016, recorded in the Clerk's Office of the Circuit Court for Bedford County, Virginia ("Clerk's Office") as Instrument Number 160007526 ("Deed of Trust"), from the Grantor named therein ("Borrower") to Union Service Corporation ("Original Trustee") for whom Ray W. King, Christopher L. Perkins and William E. Callahan, Jr. have been appointed as substitute trustees pursuant to that certain Appointment of Substitute Trustees dated June 12, 2019, recorded in the Clerk's Office as Instrument Number 190005383 (collectively, "Substitute Trustee"), and default having occurred in the payment of the debt secured by the Deed of Trust, the undersigned, at the request and direction of the holders of the Note ("Lender"), which Lender is the holder of the promissory note evidencing such debt, has been directed to sell the following described property of the Grantor located in Bedford County, Virginia, together with all buildings, additions and improvements thereon, if any ("Real Property"), at public auction to the highest bidder, for cash on Thursday, July 11, 2019, at 12:00 p.m. (noon), to be held at the subject property located at 1287 Highland Oaks Drive, Forest, Bedford County, Virginia, 24551, to wit:

ALL that certain tract or parcel of land, situate, lying and being in the Jefferson Magisterial District, Bedford, Virginia, and shown and designated as Lot 10, 1.100 acres, more or less, as shown on a plat entitled "Plat Showing Highland Oaks, Jefferson Magisterial District, Bedford County, Virginia, "Dated March 3, 2007, revised July 19, 2007, revised September 18, 2007, made by Perkins & Orrison, Engineers-Planners-Surveyors, which plat is recorded in the Clerk's Office of the Circuit Court for the County of Bedford, Virginia, in Plat Book 49, Pages 388 thru 391.

BEING the same property conveyed to Borrower by Lake Ivy, LLC, by Deed of Bargain and Sale dated August 16, 2016, recorded in the aforementioned Clerk's Office as Instrument Number 160007525.

AND TOGETHER WITH the interest of the Lender, if any, in the following described personal property at the direction of the Lender as secured party thereof, as permitted by Section 8.9A-604 of the Code of Virginia of 1950, as amended:

ALL the fixtures and equipment which comprise a part of the Real Property ("Personal Property").

The above described Real Property and Personal Property are collectively referred to as the "Property."

The Property will be sold "AS IS, WHERE IS" and "WITH ALL FAULTS" and subject to the rights of any parties in possession and to such covenants, conditions, easements, restrictions, reservations,

encumbrances, deeds of trust, defects, delinquent assessments, adverse claims and liens, whether filed or inchoate, if any, superior to the lien of the Deed of Trust affecting such Property, duly of record, and constituting constructive notice. No representations or warranties are made as to the physical condition, environmental condition, habitability, zoning, fitness for a particular purpose or merchantability of all or any part of the property being sold.

TERMS OF SALE: Cash. **SETTLEMENT:** within ten (10) days of sale. Time is of the essence as of the date of settlement. A cash bidder's deposit in the amount of \$25,000.00 shall be required from the successful bidder at time of sale and must be in the form of cash, cashier's check or certified check; no personal checks will be accepted. There will be a ten percent (10%) buyer's premium. The buyer's premium will be added to the successful bid amount to determine the total purchase price. Failure to close within ten (10) days of sale will result in purchaser's default. Upon purchaser's default, the bidder's deposit shall be forfeited and the Property shall be resold at the risk and costs of the defaulting purchaser. Taxes shall be prorated as of the foreclosure sale date. The successful bidder shall be required to execute a Memorandum of Sale concerning the purchase of the Property. The Real Property shall be conveyed by Special Warranty Deed and the Personal Property, if any, shall be conveyed by a Bill of Sale. Additional terms may be announced at the time of the sale and the Substitute Trustee reserves the right at any time to amend the terms of sale. The Substitute Trustee is not obligated to deliver possession of the Property to the successful bidder; obtaining possession of the Property shall be the responsibility of the successful bidder. For questions concerning property information, please contact Mr. Pete Ramsey with The Counts Realty & Auction Group at (434) 258-6611 or toll free at (800) 780-2991 (pete@countsauktion.com).



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