

**TRUSTEES' SALE OF VALUABLE REAL ESTATE IN STAUNTON, VIRGINIA
(Brokers Protected)**

**THE INN AT WESTSHIRE FARMS
1325/1329 Commerce Road**

In execution of a Credit Line Deed of Trust dated July 23, 2018, and recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia as Instrument No. 180001700, the undersigned, having been requested to act by the Noteholder, will offer for sale at public auction the following real estate:

All those two certain lots or parcels of land with all improvements thereon and all appurtenances thereunto belonging, situate in the City of Staunton, Virginia, (formerly Beverley Manor District, Augusta County, Virginia), to the east of and just off U.S. Rt. 11, designated as Tract 1 containing 11.74 acres and Tract 2 containing 0.46 acre as shown on "Physical Survey Jill L. Webb Property," made by L. W. Knighting, P.C., dated July 31, 1986, of record in the Clerk's Office of the Circuit Court of Augusta County, Virginia, in Plat Book 1, Page 143. Appurtenant to the real property are two adjacent access right of ways depicted on the plat and further described in Deed Book 643, Page 318 and Deed Book 780, Page 187, for the purpose of accessing U.S. Rt. 11. Tax. PIN 10444 and 10446.

PLACE OF SALE: At the property located at 1325/1329 Commerce Rd, Staunton, Virginia
DATE OF SALE: November 17, 2020
TIME OF SALE: Beginning at 12:30 p.m.

Reference is hereby made to the Credit Line Deed of Trust for more particular information concerning the description of the Property. The Trustee was appointed in the Credit Line Deed of Trust and the Substitute Trustees were appointed by an instrument dated September 4, 2020, of record in the aforesaid Clerk's Office as Instrument No. 200002436. The Trustee and Substitute Trustees (hereinafter "Trustees") may act solely or jointly.

The Property will be sold subject to real estate taxes for 2020 accruing subsequent to date of the auction sale and subject to the conditions, rights of way, easements, restrictions and reservations contained in the deeds forming the chain of title to this Property.

TERMS OF SALE: All cash. The Counts Realty & Auction Group is assisting the Trustees with this sale. A 6% Buyer's Premium of the successful bid amount will be added to the successful bid amount and shall comprise the purchase price. A Virginia licensed broker registering the high bidder 48 hours before the sale will receive a 2% commission. Purchaser shall pay for all recording charges, including State Grantor Tax, Revenue Tax, settlement fees and all costs of conveyancing, which will be by Special Warranty Deed. Bidders must produce government-issued photo identification. A non-refundable initial deposit of \$50,000.00 by cashier's check or approved check will be required of the successful bidder at the time of the auction sale. An additional deposit equal to 10% of the purchase price less \$50,000.00 must be wired to the Trustees and received by 5:00 p.m. EST on Friday, November 20, 2020. A cashier's check for the initial deposit may be payable to the successful bidder and endorsed to the Trustees after bidding success. Settlement in full shall be made within thirty (30) days from the date of the auction sale at the offices of the Trustees. Time is of the essence as to matters of closing. At settlement, the balance of the purchase price, over and above the deposit, will be due in cash or equivalent immediately available funds; otherwise, the Trustees reserve the right to re-advertise and sell the Property at the risk and cost of the defaulting purchaser and apply the deposit to the costs and expenses of resale and to the difference between the price the

defaulting purchaser agreed to pay and the price received at the resale of the Property fairly made; and without forfeiting the deposit, the Trustees may avail themselves of any legal or equitable rights against the defaulting purchaser. This sale is subject to filed and unfiled mechanic's liens having priority over the Credit Line Deed of Trust and other applicable senior liens and encumbrances, if any, affecting the Property and all covenants, conditions, restrictions, rights-of-way, easements, declarations and reservations, if any, contained in the Property documents and any amendments thereto. This sale is also subject to post-sale determination that the sale was not stayed by bankruptcy.

THE SUBSTITUTE TRUSTEES RESERVE THE RIGHT: (i) to waive or reduce the deposit requirement; (ii) to require prospective purchasers to display their initial deposit prior to being permitted to bid; (iii) to extend the period of time within which the purchaser is to make full settlement; (iv) to withdraw the Property from sale at any time prior to the termination of the bidding; (v) to keep the bidding open for any length of time; (vi) to reject all bids; and (vii) to postpone or set over the date of the auction sale. In the event the Trustees deem it best for any reason to postpone or continue this sale from time to time, such notices of postponement or setting over will be advertised in accordance with applicable law. Notice of this sale, as required by Section 55.1-321 of the Code of Virginia, as amended, has been given.

Both parcels (the "Property") will be offered and sold together. Description of the Property set forth in the Credit Line Deed of Trust take precedence over the descriptions in this ad. The property will be sold in "AS IS - WHERE IS" and "WITH ALL FAULTS" condition, without any warranty of any kind whatsoever. No warranty or assurance of any kind whatsoever shall be given as to matters of zoning, restrictions, development potential, site plan proffers, environmental status, or any other matter concerning the use, condition or status of said Property. The successful bidder shall be responsible for any risk of loss, damage, vandalism, theft, destruction, etc., of the Property occurring subsequent to the date of the auction sale. In the event that the Property is lawfully or unlawfully occupied at the time of the auction sale, the Purchaser shall have the responsibility, and bear the cost, to obtain possession of the Property. The Trustees shall have no obligation with respect to any personal property which may be located on the Property at the time of the auction sale or settlement.

If the Trustees are unable to convey the property as described above for any reason other than a default by Purchaser(s), the Purchaser(s)' sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit. Upon refund of the deposit to the Purchaser(s), the auction sale shall be void and of no force and effect and the Purchaser(s) shall have no further claim against the Trustees, the noteholder, and/or the officers, directors, employees, attorneys and/or agents of the noteholder. Notice of this sale, as required by Section 55.1-321, of the Code of Virginia, 1950, as amended, has been given by the undersigned Trustees. Additional terms may be announced at sale.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

DALE A. DAVENPORT
Trustee
JACOB T. PENROD
HANNAH W. HUTMAN
Substitute Trustees

FOR INFORMATION CONTACT PETE RAMSEY OF COUNTS REALTY & AUCTION GROUP at (434) 258-6611, OR THE TRUSTEES, 342. S. MAIN ST., HARRISONBURG, VA 22801, (540) 433-2444.