

230000388

PREPARED BY AND  
RETURN TO: KETLEY BIGGS, PLC  
JAMES D. KEFLEY, JR. (VSB #30603)  
2211 PUMP ROAD  
RICHMOND, VA 23233

TAX MAP NO.: 27B-4-4P

ASSESSED VALUE: \$45,000  
CONSIDERATION: \$86,552.04

GRANTEE'S ADDRESS: 17 WEST MAIN STREET  
LURAY, VA 22835

**DEED IN LIEU OF FORECLOSURE**

**THIS DEED IN LIEU OF FORECLOSURE**, dated as of January 31, 2023, from MATSON C. TERRY, II, Trustee of the Arthur's Cove Land Trust ("Grantor"), grantor for indexing purposes, PATRICIA N. LAWLER, the sole beneficiary of Arthur's Cove Land Trust ("Land Trust Beneficiary"), grantor for indexing purposes, and BLUE RIDGE BANK, N.A., successor by merger to Bank of Lancaster ("Grantee"), grantee for indexing purposes, recites and provides:

**RECITALS**

This Deed in Lieu of Foreclosure is being delivered to Grantee pursuant to the terms of a Deed in Lieu of Foreclosure Agreement dated as of the date hereof (the "Deed in Lieu Agreement"), by and among Grantee, Land Trust Beneficiary, and Grantor. Capitalized but undefined terms herein shall have the meanings giving them in the Deed in Lieu Agreement.

**CONVEYANCE**

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration as described in the Deed in Lieu Agreement, the receipt and sufficiency of which are hereby acknowledged, Grantor, subject to the matters set forth herein, hereby grants and conveys the property located in the County of Lancaster, Virginia, and described on Exhibit A attached hereto and made a part hereof (the "Property") to Grantee with General Warranty and English Covenants of Title. The execution, delivery, acceptance, or recordation of this instrument shall not cause a merger of title of any sort, and the lien of the First Loan Deed of Trust (and any other related instrument) in favor of Grantee shall remain in full force and effect after execution, delivery, acceptance, and recordation of this instrument.

This Deed is an absolute conveyance. Land Trust Beneficiary hereby instructs Grantor to execute this Deed, to make the conveyance provided herein, and to make the representations and warranties below.

Land Trust Beneficiary hereby represents, warrants, and acknowledges that (a) she received fair and adequate consideration for the conveyance of the Property by Grantor to Grantee, including, but not limited to, resolution in full of the loan secured by the Property pursuant to a Deed of Trust dated February 1, 2012, from Grantor, now for the benefit of

Grantee, and recorded in the Clerk's Office of the Circuit Court of the County of Lancaster, Virginia, as Instrument No. 12-0257, and another loan from Grantee; (b) this conveyance is the voluntary act of Land Trust Beneficiary and Grantor, freely and fairly made; (c) Land Trust Beneficiary requested this conveyance to resolve the Loans; and (d) there are no agreements, oral or written, with respect to the Property and this conveyance other than this Deed, the Deed in Lieu Agreement, and the owner's affidavit required by Fidelity National Title Insurance Company.

Grantor represents and warrants that (i) he was authorized and instructed by Land Trust Beneficiary to execute and deliver this Deed to Grantee; (ii) this conveyance is the voluntary act of Grantor, freely and fairly made; and (iii) there are no agreements, oral or written, with respect to the Property and this conveyance other than this Deed, the Deed in Lieu Agreement, and the owner's affidavit required by Fidelity National Title Insurance Company.

The Property is conveyed subject to all recorded easements, conditions, restrictions, and agreements as they may lawfully apply to the Property or any part thereof, including, but not limited to, the lien of the First Loan Deed of Trust and any other document related to the Loans.

Land Trust Beneficiary has executed this Deed below to (i) make the representations, warranties, and/or acknowledgments contained herein, (ii) instruct Grantor to execute and deliver this Deed to Grantee and to make the representations, warranties, acknowledgments, and agreements herein, and (iii) agree to the terms herein and the conveyance made hereby.

[NOTHING FURTHER ON THIS PAGE]

[SIGNATURES AND NOTARIAL ACKNOWLEDGEMENTS  
BEGIN ON NEXT PAGE]

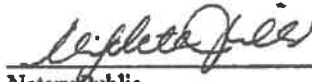
IN WITNESS WHEREOF, Grantor and Land Trust Beneficiary have executed this Deed in Lieu of Foreclosure on the day and year first above written.

GRANTOR:

 [SEAL]  
Matson C. Terry, II, Trustee of the Arthur's  
Cove Land Trust

COMMONWEALTH OF VIRGINIA  
COUNTY OF LANCASTER, to wit:

I certify that the foregoing Deed in Lieu of Foreclosure was executed and acknowledged before me this 28<sup>th</sup> day of February, 2023, by MATSON C. TERRY, II, Trustee of the Arthur's Cove Land Trust, as the act of the land trust.

  
Notary Public



Commission Expires May 31, 2023

LAND TRUST BENEFICIARY:

Patricia N. Lawler [SEAL]  
Patricia N. Lawler

COMMONWEALTH OF VIRGINIA  
COUNTY OF LANCASTER, to wit:

I certify that the foregoing Deed in Lieu of Foreclosure was executed and acknowledged before me this 28<sup>th</sup> day of February, 2023, by PATRICIA N. LAWLER.

Elizabeth J. Childs  
Notary Public



My Commission Expires May 31, 2023

[SEAL]

**EXHIBIT A**

**Property Description**

ALL that certain lot or parcel of land, together with all improvements thereon, situate, lying and being in Christ Church Magisterial District, Lancaster County, Virginia, containing approximately 0.85 of an acre, be the same however, ever so much more or less, this conveyance to be made in gross and not by the acre, and being more particularly shown and described as Lot 2C of The Highlands Subdivision on a certain plat of survey entitled, "The Highlands at The Tides Lodge", made by Tomlin & Keyser, P.C., C. L. S., dated May 16, 1990, a copy of which plat of survey is recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia, in Plat Book 2 at Pages 29, 30 and 31, by this reference is expressly made a part hereof for a further and more accurate description of the real estate herein conveyed.

BEING the same real estate conveyed to Matson C. Terry, II, Trustee of The Arthur's Cove Land Trust, by Deed from B.H.B. Hubbard, III, Sole Acting Trustee under a deed of trust made by Tartan Investment Group, LLC, dated February 4, 2011, recorded July 20, 2011 in the Clerk's Office of the Circuit Court of Lancaster County, Virginia as Instrument No. 110001334.

INSTRUMENT 230000388  
RECORDED IN THE CLERK'S OFFICE OF  
LANCASTER COUNTY CIRCUIT COURT ON  
MARCH 7, 2023 AT 12:37 PM  
\$87.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$43.50 LOCAL: \$43.50  
DIANE H. MUMFORD, CLERK  
RECORDED BY: EHD

110001334

1

**TAX MAP 27B-(4), PARCEL 4P**  
**Assessment: \$150,000.00**  
**Consideration: \$100,000.00**

Prepared by & return to:  
Matson C. Terry, II, Esq.  
P. O. Box 340, Irvington, VA 22480  
*Wesley M. Charlton*

**Title insurance underwriter: none**

THIS SUBSTITUTE TRUSTEE'S DEED made this 4th day of February, 2011, by and between B. H. B. HUBBARD, III, Sole Acting Trustee under a deed of trust made by TARTAN INVESTMENT GROUP, LLC, securing the below described property, (being together the GRANTORS herein for indexing purposes), and MATSON C. TERRY, II, TRUSTEE OF THE ARTHUR'S COVE LAND TRUST, GRANTEE, whose mailing address is P. O. Box 340, Irvington, Virginia 22480.

WHEREAS, by Deed of Trust dated December 27, 2007, and recorded in the Clerk's Office of the Circuit Court of the County of Lancaster County, Virginia, as Instrument # 070003451, The Tartan Investment Group, LLC, conveyed the hereinafter described property to B. H. B. Hubbard, III, and Raymond L. Britt, as Trustees, either of whom may act, in trust to secure a Promissory Note of even date therewith for \$100,000.00, payable to the order of Arthur's Cove Land Trust, the holder of the note at the time of foreclosure; and

WHEREAS, by the terms of said Deed of Trust, in the event of default in the payment of the debt secured, or any part thereof, or of the breach of any of the covenants entered into, imposed or contained in the aforesaid Deed of Trust, either Trustee was empowered upon the request of the holder of the Note, to declare all debts and obligations secured by the Deed of Trust at once due and payable and to proceed to sell the property at auction upon such terms and conditions as the Trustee may deem best; and

LAW OFFICES  
HUBBARD, TERRY  
& BRITT  
PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
IRVINGTON, VIRGINIA 22480

WHEREAS, due to the default in the payment of the debt secured and the failure to perform the requirements contained in said Deed of Trust, the Sole Acting Trustee, having been requested by the holder of said Note so to do, in execution of the trust herein declared, did, on February 4, 2011, at 10:00 a.m., in front of the Courthouse of the Circuit Court of Lancaster County, Virginia, after having advertised the time, place, and terms of sale four successive weeks, January 13, 20, 17 and February 3, 2011, in accordance with the provisions set forth in the aforementioned Deed of Trust, in the Rappahannock Record, a newspaper published and/or circulated in the County of Lancaster, and after giving notice to the owners and all subordinate lien holders, as required by Section 55-59.1 of the Code of Virginia, as amended, offered for sale the hereinafter described property at public auction to the highest bidder for cash according to the terms of the aforesaid Deed of Trust, at which sale the Grantee became the purchaser thereof for the sum of \$100,000.00, that being the highest bid offered at said sale; and

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey, with SPECIAL WARRANTY, unto the Grantee, the following described property, to-wit:

All that certain lot or parcel of land, together with all rights, privileges and appurtenances in anywise thereunto appertaining, situate, lying and being in Christ Church Magisterial District, Lancaster County, Virginia, containing approximately 0.85 of an acre, be the same however, ever so much more or less, this conveyance to be made in gross and not by the acre, and being more particularly shown and described as Lot 2C of The Highlands Subdivision on a certain plat of survey entitled, "The Highlands at The Tides Lodge", made by Tomlin & Keyser, P. C., C. L. S., dated May 16, 1990, a copy of which plat of survey is recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia, in Plat Book 2 at Pages 29, 30 and 31, by this reference is expressly made a part hereof for a further and more accurate description of the real estate

herein conveyed.

Together with and subject to all conditions, easements, covenants and restrictions of record to the extent they may lawfully affect the subject property, including but not limited to that certain Declaration dated November 6, 1990, of record in the Clerk's Office aforesaid in Deed Book 312, at Page 376.

The parcel of land hereby conveyed is conveyed subject to the restrictions, reservations, easements, conditions and covenants of record as the same may lawfully apply thereto.

Reference is hereby made to the foregoing deed and other instruments of record in the chain of title to the property herein conveyed for a more particular description thereof.

Full power and authority are hereby granted to the Trustee, and his successors, to protect and conserve the property; to sell, contract to sell and grant options to purchase the property, and any right, title, or interest therein on any terms; to exchange the property or any part thereof for any other real estate or personal property upon any terms; to convey the property by deed to any grantee, with or without consideration; to mortgage, pledge or otherwise encumber the property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the property or any part hereof from time to time, for any period of time, for any rental and upon any other terms and conditions; and to release, convey, or assign any other right, title, or interest whatsoever in the property or any part thereof.

No party dealing with the Trustee, or his successors, in relation to the property in any manner whatsoever, and (without limiting the foregoing), no party to whom the property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased, or mortgaged by the Trustee shall be obliged to:

- (a) See to the application of any purchase money, rent, or money borrowed or otherwise advanced on the property;
- (b) See that the terms of the Trust have been complied with;
- (c) Inquire into the authority, necessity, or expediency of any act of the Trustee; and,
- (d) Be privileged to inquiry into any of the terms of the Trust Agreement creating said Trust.

Every deed, mortgage, lease, or other instrument executed by the Trustee in relation to the property shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder:

LAW OFFICES  
**HUBBARD, TERRY  
 & BRITT**  
 PROFESSIONAL CORPORATION  
 ATTORNEYS AT LAW  
 WINSTON, VIRGINIA 22460



- (a) That at the time of the delivery thereof this trust was in full force and effect;
- (b) That such instrument was executed in accordance with the Trust Agreement, the terms and conditions thereof as if may have been amended from time to time, and is binding upon all beneficiaries thereunder;
- (c) That the Trustee was duly authorized and empowered to execute and deliver every such instrument, and
- (d) If a conveyance has been made to a successor or successors in trust, or an appointment of a successor or successors has been made as hereinafter provided for, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, her, his or their predecessors in trust.

The Trustee shall have no individual liability or obligation whatsoever arising from his ownership as Trustee of the legal title to said property, or with respect to any act done or contract entered into or indebtedness incurred by him in dealing with said property, or in otherwise acting as Trustee except only so far as said Trust property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

The interest of every beneficiary hereunder and under the Trust Agreement and all persons claiming under any of the beneficiaries shall be only in the earnings, avails and proceeds arising from the rental, sale or other disposition of the property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title or interest, legal or equitable, in or to the property, as such, but only in the earnings, avails, and proceeds thereof as provided in the Trust Agreement.

Any Trustee may resign at any time by sending a notice of his intention to do so by certified mail to each of the then beneficiaries under the Trust and to any co-Trustee, at their respective last known addresses. Such resignation shall become effective ten days after the

mailing of such notices.

In the event of the resignation, death, incapacity, disability, removal, or absence from the State of the Trustee, or any successor Trustees, a successor Trustee or Trustees may be appointed in the following manner:

- (a) The Beneficiaries may by unanimous written consent, with or without cause, appoint a successor Trustee or Trustees by an instrument duly executed and acknowledged; or,
- (b) The Trustee may, in his or her sole and absolute discretion, designate and appoint a successor Trustee or Trustees by an instrument duly executed and acknowledged.

In the event of a conflict arising as to the method of appointing a successor Trustee or Trustees, the procedures shall have precedence according to the order stated.

When any such instrument of appointment shall have been executed, the successor Trustee or Trustees named therein shall be vested with all the powers, rights, authorities, duties and obligations vested in the Trustee named herein. Any instrument of appointment shall be recorded in the Office of the Clerk of the Circuit Court of every city and county in which trust property is situated.

The Trustees shall serve without compensation, except as otherwise provided in the Trust Agreement.

The word "Trustee" or "Trustees" as used herein shall include the singular and the plural, as the case may be, and any successor Trustee or Trustees.

This deed is governed by and is to be read and construed with reference to VA Code Ann. §55-17.1 as amended and now in force.

WITNESS the following signature and seal:

B. H. B. Hubbard, III (SEAL)  
B. H. B. Hubbard, III,  
Sole Acting Trustee

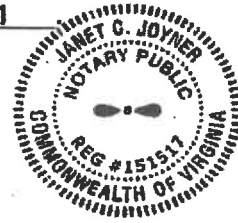
COMMONWEALTH OF VIRGINIA,  
COUNTY OF LANCASTER, to-wit:

The foregoing instrument was acknowledged before me this 02 day of June

2011, by B. H. B. Hubbard, III, Sole Acting Trustee.

My commission expires: 1-31-2015

Lanet C. Joyner  
Notary Public  
Registration # 151517



LAW OFFICES  
HUBBARD, TERRY  
& BRITT  
PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
WINGTON, VIRGINIA 22460

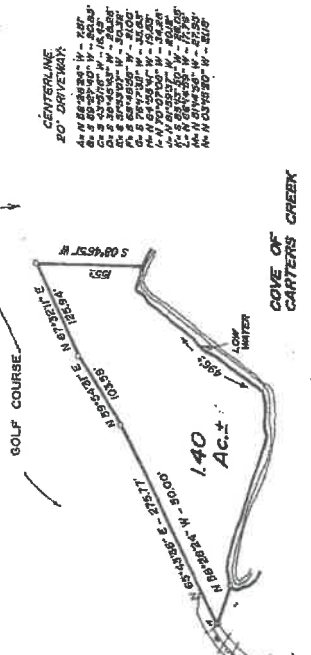
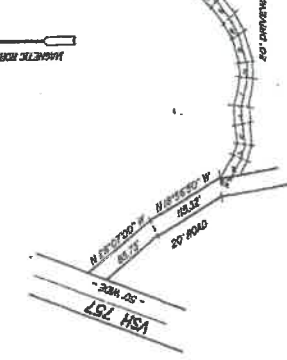
INSTRUMENT #110001334  
RECORDED IN THE CLERK'S OFFICE OF  
COUNTY OF LANCASTER ON  
JULY 20, 2011 AT 02:02PM  
\$150.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$75.00 LOCAL: \$75.00

DIANE H. MUMFORD, CLERK  
RECORDED BY: LJM

PLAT BOOK 2 PAGE 29

LOT LOCATION SURVEY  
**THE HIGHLANDS**  
*at the Tides Lodge*  
**Section D**

WHITE STONE MAINTENANCE DRIVEWAY  
LANCASTER COUNTY, PENNSA



CENTERLINE  
20' DRIVEWAY

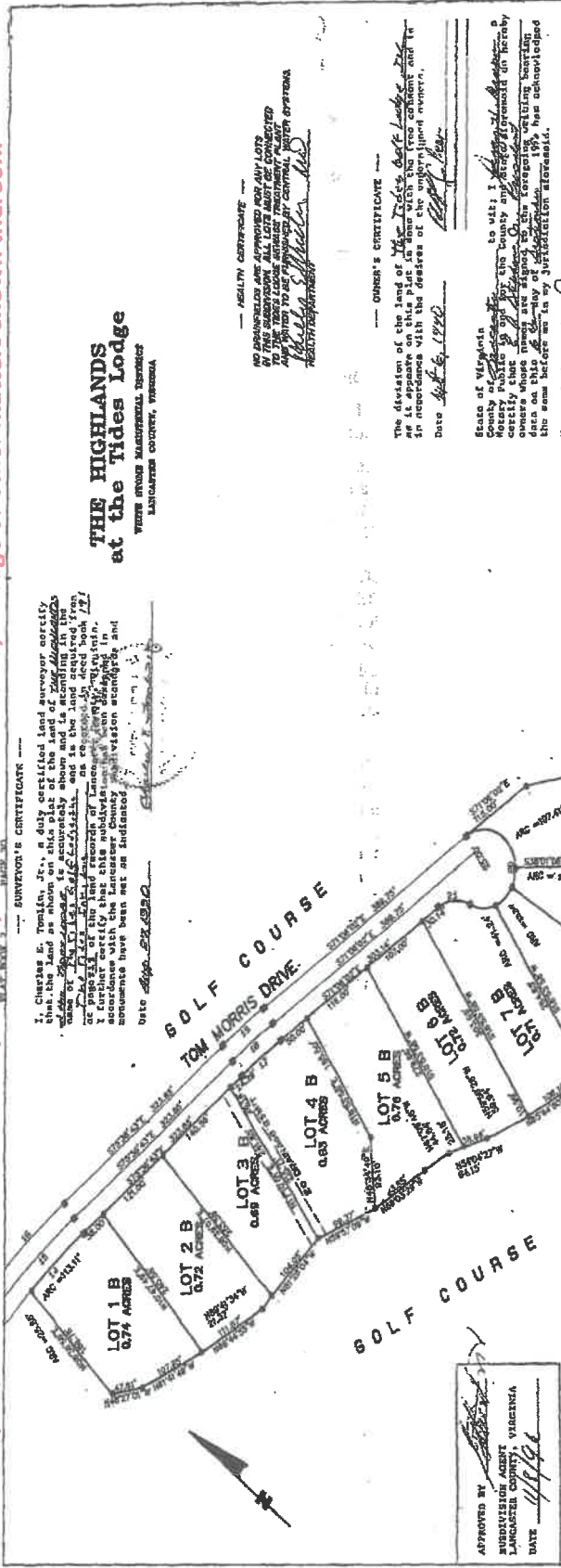
A. S. 88° 45' 15" W - 252'  
B. S. 89° 57' 45" W - 202.5'  
C. S. 89° 57' 45" W - 202.5'  
D. S. 89° 57' 45" W - 202.5'  
E. S. 89° 57' 45" W - 202.5'  
F. S. 89° 57' 45" W - 202.5'  
G. S. 89° 57' 45" W - 202.5'  
H. S. 89° 57' 45" W - 202.5'  
I. S. 89° 57' 45" W - 202.5'  
J. S. 89° 57' 45" W - 202.5'  
K. S. 89° 57' 45" W - 202.5'  
L. S. 89° 57' 45" W - 202.5'  
M. S. 89° 57' 45" W - 202.5'  
N. S. 89° 57' 45" W - 202.5'  
O. S. 89° 57' 45" W - 202.5'  
P. S. 89° 57' 45" W - 202.5'  
Q. S. 89° 57' 45" W - 202.5'  
R. S. 89° 57' 45" W - 202.5'  
S. S. 89° 57' 45" W - 202.5'

DECEMBER 26, 1990 Scale 1" = 100'  
**TOMLIN & KEYSER P. C.**  
MECHANICAL CONTRACTORS, ESTIMATORS,  
DESIGNERS  
215 N. 4th St.  
Chesapeake, VA 23041  
Phone: (804) 681-4898  
Fax: (804) 681-4899

I certify this plat/survey is correct to the best of my knowledge and belief subject to easements, servitudes and conditions of record.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



RECREATION AREA = 0.80 AC  
 AREA OF SECTION A = 4.81 AC  
 AREA OF SECTION B = 8.03 AC  
 AREA OF SECTION C = 4.78 AC  
 AREA OF ROADS = 3.64 AC  
 TOTAL AREA = 22.06 AC

NOTE: ALL UTILITY EASEMENTS ARE ADJACENT TO ALL ROADS FOR POWER, WATER AND SEWERAGE. THE COMPANY HAS OBTAINED FROM EACH LOT BOUNDARY OWNER THE NECESSARY EASEMENTS TO THE CENTRAL COMMONS AND THE LOT WATER LINES. EASEMENT IS GRANTED BY THE OWNER TO CONNECT THE LOTS OF SECTION A, B & C TO CENTRAL COMMONS.  
 THIS WILL BE OR HAVE BEEN SET AT ALL LOT CORNERS AND ANGLES, POINTS OF CURVATURE AND ANGLES THEREIN.

DATE: MAY 16, 1980  
 TOMLIN & KEYSER P. C.  
 ARCHITECTS, VIRGINIA  
 Drawn by: G.S.T.  
 Checked by: J.W.B.  
 PLOT NO. 21-112

**SURVEYOR'S CERTIFICATE**  
 I, Charles E. Tomlin, Jr., a duly certified land surveyor society, think the land as shown on this plat of the land of **THE HIGHLANDS AT THE TIDES LODGE** is accurately shown and is according to the best of my skill, knowledge, and to the best of my information, and as the land required from the records of the land records of Prince George's County, Virginia, and as shown on this plat, that this plat is a true and correct copy of the original map and that the same has been filed in the office of the Registrar of the County of Prince George, Virginia, and that the same has been returned to me as indicated on the back of this map.

**THE HIGHLANDS**  
 at the Tides Lodge  
 VINEYARD MANSIONAL DEVELOPMENT  
 LANCASTER COUNTY, VIRGINIA

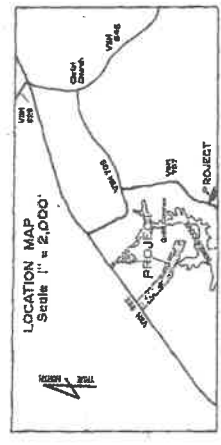
**ASALTY CERTIFICATE**  
 NO DRAWINGS ARE APPROVED FOR ANY LOTS IN THIS SUBDIVISION. ALL LOTS MUST BE CONVEYED BY INSTRUMENT TO BE APPROVED BY CENTRAL WATER SYSTEMS HEALTH DEPARTMENT.

**OWNER'S CERTIFICATE**  
 The division of the land of **THE HIGHLANDS AT THE TIDES LODGE** in accordance with the desires of the undersigned owners, in accordance with the desires of the undersigned owners, and the County of Prince George, Virginia, to wit: I, *[Signature]*, a duly certified land surveyor society, think the land as shown on this plat is accurately shown and is according to the best of my skill, knowledge, and to the best of my information, and as the land required from the records of the land records of Prince George's County, Virginia, and as shown on this plat, that this plat is a true and correct copy of the original map and that the same has been filed in the office of the Registrar of the County of Prince George, Virginia, and that the same has been returned to me as indicated on the back of this map.

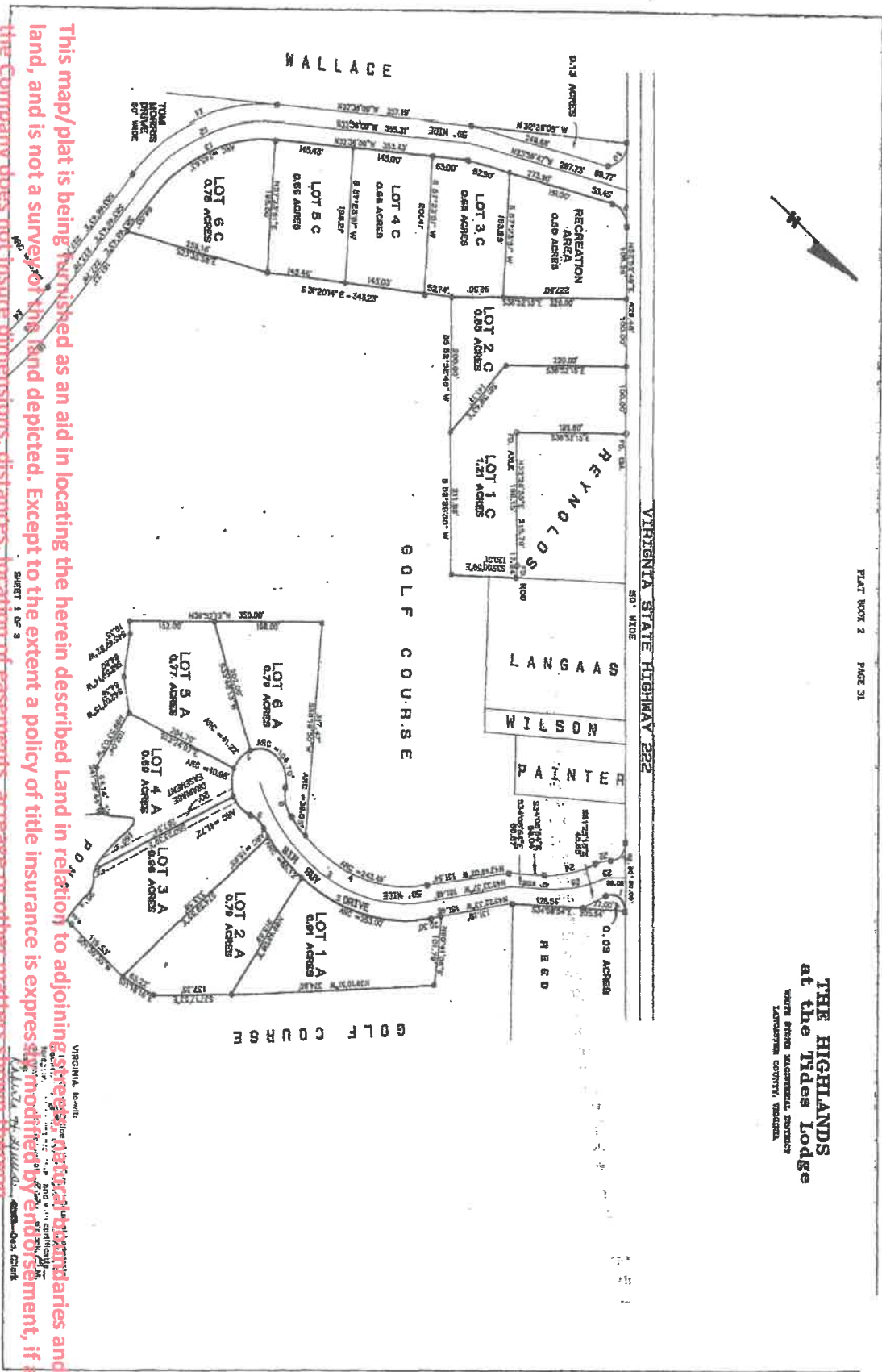
Virginia Department of Transportation  
 Date: *[Signature]*

**CURVE TABLE**

Station	Radius	Delta	Area	Tangent	Chord Bearing	Chord
1	250.00	44.67	38.87	250.00	N83°00'00"E	30.00
2	250.00	74.37	108.52	30.00	N82°00'00"E	50.00
3	250.00	37.18	23.83	118.52	N83°00'00"E	50.00
4	250.00	37.18	23.83	30.00	N82°00'00"E	50.00
5	250.00	74.37	108.52	118.52	N83°00'00"E	50.00
6	250.00	44.67	38.87	250.00	N82°00'00"E	50.00
7	250.00	74.37	108.52	30.00	N83°00'00"E	50.00
8	250.00	74.37	108.52	118.52	N82°00'00"E	50.00
9	250.00	44.67	38.87	250.00	N83°00'00"E	50.00
10	250.00	74.37	108.52	30.00	N82°00'00"E	50.00
11	250.00	74.37	108.52	118.52	N83°00'00"E	50.00



**THE HIGHLANDS**  
at the Tides Lodge  
VIRGIN STATE SACREDMOUNT PROJECT  
LANCASTER COUNTY, VIRGINIA



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets and natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressed, modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

VIRGINIA, to-wit:  
I, \_\_\_\_\_, Clerk of the Circuit Court of Lancaster County, Virginia, do hereby certify that the foregoing is a true and correct copy of the original plat on file in my office.