

**MEMORANDUM OF SALE**

THIS MEMORANDUM OF SALE (the “**Agreement**” or “**Memorandum of Sale**”), made this 6<sup>th</sup> day of September, 2024, by and between \_\_\_\_\_ (“**Purchaser**”) and HAMILL D. JONES, JR., Substitute Trustee (“**Substitute Trustee**”).

WITNESSETH:

In execution of a certain Commercial Real Estate Credit Line Deed of Trust made by Glenn Randolph Moore, Jennifer F. Moore, Donald F. Moore, Moore Brothers Partnership, a Virginia General Partnership, and RPM Properties LLC, a Virginia limited liability company, dated July 24, 2020, recorded July 29, 2020, in the Clerk's Office, Circuit Court, County of Greensville, Virginia (“**Clerk’s Office**”), as Instrument No. 200000736, (the “**Deed of Trust**”); the undersigned Substitute Trustee with full power to act, did sell to the Purchaser at public auction on September 6, 2024 at 12:01 p.m. at The Hampton Inn, 898 Wiggins Road, Emporia, Virginia 23847, a portion of the real estate, with all improvements thereon described with particularity in the Deed of Trust (the “**Property**”), and such portion further described in the notice of Trustee's Sale, a copy of which is attached hereto and made a part hereof, for the sum stated below (the “**Purchase Price**”). In connection with such sale, the Purchaser and the Substitute Trustee, by signing below, acknowledge and agree to all of the provisions included within the entire four (4) pages and attachments of this Agreement.

Purchase Price: \$ \_\_\_\_\_

Deposit at Sale \$ \_\_\_\_\_

Additional Deposit due to be received by  
Trustee on or before 5:00 p.m. on September 11, 2024 \$ \_\_\_\_\_

Settlement Date: October 6, 2024

Purchaser’s signature \_\_\_\_\_

Substitute Trustee’s signature \_\_\_\_\_

(1) That the Property was sold in an "**AS IS**" condition with no representations or warranties of any kind whatsoever including, but not limited to, zoning, structural integrity, physical condition, construction, extent of construction, workmanship, materials, habitability, topography, soil type or content, or availability of public utilities, and including any representations regarding environmental conditions affecting the Property. The warranties excluded include, but are not necessarily limited to, freedom from structural defects, construction in a workmanlike manner, fitness for habitation and each warranty set forth in Section 55.1-357 of the Virginia Code, as amended;

(2) That with respect to any improvements on the Property, such are sold "**AS IS**,

**WHERE IS" WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;**

(3) Purchaser agrees and represents that Purchaser is purchasing the Property subject to all matters known and unknown, in "**AS IS, WHERE IS**" condition. In making and executing this Agreement, Purchaser recognizes that Substitute Trustee is foreclosing pursuant to a power of sale contained in the Deed of Trust and that Purchaser has not relied upon nor been induced by any statements or representations of any person, including the Substitute Trustee, the Noteholder, or their respective agents, successors and assigns, in respect of the condition or status of the Property, including without limitation, the status of title to the Property, the environmental condition of the Property, and/or any condition or aspect of the Property that may not be in compliance with any federal, state, or local ordinance, law, regulation or ruling unless such representations or statements are specifically set forth in this Agreement. Purchaser has relied solely on such representations, if any, as are expressly set forth in this Agreement and on such investigations, examinations, or inspections of the Property as Purchaser has made, if any. Purchaser recognizes and agrees that any investigation, examination, or inspection of the Property is within the control of the owner or other parties in possession or control of the Property and their agents and not within the control of the Substitute Trustee, the Noteholder, or their respective successors and assigns. Purchaser waives and releases the Substitute Trustee, the Noteholder, and their respective agents, successors, and assigns from any and all claims the Purchaser, or its successors and assigns may have now or in the future relating to the condition or status of the Property, including without limitation, the status of title to the Property, the environmental condition of the Property and/or any condition or aspect of the Property that may not be in compliance with any federal, state, or local ordinance, law, regulation or ruling unless such representations or statements are specifically set forth in this Agreement. Purchaser acknowledges and agrees that this provision was a negotiated part of this Agreement and serves as an essential component of consideration for the same. The parties specifically acknowledge and agree that this clause bars all claims by the Purchaser arising from the condition of the Property pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and all other actions pursuant to state or local laws, ordinances or regulations for any environmental condition of the Property. Notwithstanding the parties' intent that this clause bar all such claims, should a court of competent jurisdiction deem otherwise, Purchaser agrees that the presence of this clause should serve as the overwhelming, primary factor in any equitable apportionment of response costs under applicable federal, state, or local laws, ordinances, or regulations. Nothing in this Agreement shall release, waive, or preclude any claims by the Purchaser against the owner or any other party in possession or control of the Property;

**(4) IN ACCORDANCE WITH VIRGINIA CODE SECTION 55.1-321(A2) (EFFECTIVE JULY 1, 2024), PURCHASER HEREBY CERTIFIES THAT PURCHASER SHALL PAY OFF ANY PRIORITY SECURITY INSTRUMENTS NO LATER THAN 90 DAYS FROM THE DATE THAT THE TRUSTEE'S DEED CONVEYING THE PROPERTY PURSUANT TO THIS SALE IS RECORDED IN THE LAND RECORDS.**

**(5) THAT THIS SALE IS SUBJECT TO THE IRS RIGHT OF REDEMPTION AS ENABLED BY AN IRS LIEN FILED SUBSEQUENT TO THE DEED OF TRUST. TRUSTEE HAS GIVEN TWENTY-FIVE (25) DAY NOTICE TO THE IRS.**

(6) That the Substitute Trustee will, by **SPECIAL WARRANTY**, convey title to the Purchaser, subject to all prior liens, existing easements, restricted covenants and tenancies as the same may lawfully apply to the Property;

(7) That the risk of loss from fire, casualty, or otherwise, and all liabilities of ownership of the Property passed to the Purchaser upon the conclusion of the foreclosure auction sale;

(8) That settlement will take place in the offices of Florance Gordon Brown, a Professional Corporation, 901 East Cary Street, Suite 1900, Richmond, Virginia 23219 on or before the Settlement Date as shown on page 1, at or before 5:00 p.m., at which time the Purchaser will deliver to the Substitute Trustee the full Purchase Price by cash, by wired funds, by cashier's check or by certified check or by other form of payment acceptable to the Substitute Trustee;

(9) That all taxes, rents and assessments, if any, will be prorated as of the date of the foreclosure sale, and that the Purchaser shall be responsible for all title examination, survey, title insurance, and any other costs of purchase and transfer with the exception of the Grantor's tax imposed by Section 58.1-802 of the Code of Virginia, as amended;

(10) Neither Noteholder nor Substitute Trustee shall be obligated to deliver possession of the Property to the Purchaser and that obtaining possession of the Property shall be at the sole cost, risk and expense of the Purchaser;

(11) That the sale and this Agreement is contingent upon Substitute Trustee's post-sale confirmation that any maker or guarantor of the Note secured by the Deed of Trust did not file for protection under the U.S. Bankruptcy Code prior to the conclusion of the foreclosure auction sale. Purchaser acknowledges that should this have occurred, the sale is subject to cancellation by Substitute Trustee in which case this Agreement and the auction sale itself shall become void. The deposit shall be promptly refunded to Purchaser, after which the parties shall be relieved of all further liability to each other;

(12) That if the validity of the sale is challenged by any party in interest, the Substitute Trustee, in its sole discretion, if it believes the challenge to have merit, may declare this Agreement and the auction sale to be void and return the Purchaser's deposit. In such event, the Purchaser will have no further remedy;

(13) That the Substitute Trustee hereby acknowledges receipt of a bidder's Deposit at Sale in the amount as shown on page 1, which will be applied to the Purchase Price.

**TIME IS OF THE ESSENCE FOR THE PURCHASER IN SETTLING THIS**

**TRANSACTION.** Should the Purchaser default in making settlement, or in making the Additional Deposit, the Deposit at Sale and the Additional Deposit will be applied to the costs and expenses of sale and the Property will be sold at the risk and expense of the Purchaser. The Purchaser will be personally liable for any deficiency resulting from the resale of the Property at a lower price.

The information contained herein as to the nature and description or use of the Property, zoning, dimensions, descriptions, and acreage have been obtained from sources deemed reliable and believed to be accurate. However, no express or implied warranty is made, or may be inferred from any such representations.

Immediately upon conveyance of the Property to the Purchaser by the Substitute Trustee all duties, liabilities and obligations of the Substitute Trustee, if any, with respect to the Property shall be extinguished, except for disbursement of the Purchase Price.

See attachment here for Property to be conveyed.

WITNESS the signatures and seals as made on page 1 of this Agreement and as of the date shown on page 1 of this Agreement.

**END OF AGREEMENT**

## SCHEDULE A

### **Tax Map #36-28**

ALL that certain tract or parcel of land, lying, being and situate in Zion Magisterial District, Greenville County, Virginia, containing 121.28 acres, more or less, as shown on a "Plat of Survey for Donald Moore, Glenn Moore & Jennifer Moore," dated November 1, 2011, drawn by James T. Bradley, L.S.. said plat is of record in the Greenville County Circuit Court Clerk's Office in Plat Book 16 at Page 24. Being the same property conveyed to Donald Moore and Glenn Moore and Jennifer F. Moore, husband and wife by deed of gift from Donald Moore, Glenn Moore and Jennifer F. Moore of record in the aforesaid Clerk's Office as instrument number# 110001213.

### **Tax Map #35-3-3**

That certain lot of parcel of land, together with improvements thereon, lying and being situate in Hicksford Magisterial District, Greenville County, Virginia fronting 120 feet on west side of the U.S. Highway 301, containing fifty-five one-hundredths (0.55) of an acre, as shown on that certain "Plat of Portion of Property of O. F. Moore Estate Surveyed for Conveyance to Richard A. and Margaret Grizzard", made by Milton E. Trimm, dated February 19, 1973, of record in the Clerk's Office of the Circuit Court of Greenville County, Virginia, in Deed Book 104 at page 308. Being in all respects the same property conveyed to Moore Brothers Partnership, a Virginia General Partnership by deed dated 17 April 2009 from Richard Larry Grizzard of record in the aforesaid Clerk's Office as instrument number #090000503.

### **Tax Map #44-1**

All that certain tract or parcel of land with improvements thereon situate in Hicksford Magisterial District, Greenville County, Virginia, Containing eleven and four tenths (11.4) acres and designated as number one (1) on a "Plat Showing Division of Matthew Allen Estate", made M.H. Shearin, Surveyor, dated April 9, 1945, and of record in the Clerk's Office of the Circuit Court of Greenville County, Virginia, in Plat Book 4 at page 106. Being a portion of the property conveyed to Donald F. Moore and Glenn Moore by deed of Correction from Willard P. Moore and Mable W. Moore, dated March 24, 2016 and recorded in the Office of the Clerk of Circuit Court of Greenville County, Virginia as Instrument Number 160000356.

### **Tax Map #44-30**

All that certain parcel of land with improvements thereon situate in Hicksford Magisterial District, Greenville County, Virginia, containing within its outside boundaries 138.9 acres, more or less, as shown and described on a certain Plat of Survey of Property Owned by Heirs of Delilah G. Young & Others" dated 11 March 1967, recorded in the Clerk's Office of the Circuit Court of Greenville County, Virginia in Deed Book 92 at page 607. Less and except that portion of said 1.389 acres, more or less, contained within the right of way lines of Interstate 95 and U.S. Highway 301 as shown on the plat aforesaid. Being a portion of the property conveyed to Donald F. Moore and Glenn R. Moore of Correction from Willard P. Moore and Mable W. Moore, Dated March 24, 2016 and recorded in the Office of the Clerk of the Circuit Court of Greenville County, Virginia as Instrument Number 160000356.

**Tax Map #44-78B**

ALL that certain lot or parcel of land, together with improvements thereon containing 249.662 acres and fronting on U.S. Highway 301 in Hicksford Magisterial District of Greensville County, Virginia, said property being more particularly described as Parcel 1 on that certain "Revised Plat Showing Property of Lillian C. Woo" dated 18 September as prepared by B.B. Williams, R.L.S., of record in the Clerk's Office of the Circuit Court of Greensville County, Virginia, in Plat Book 13 at page 148.

Being a portion of the property conveyed to Donald F. Moore and Glenn R. Moore by Deed of Correction from Willard P. Moore and Mable W. Moore, dated March 24, 2016 and recorded in the Office of the Clerk of the Circuit Court of Greensville County, Virginia as Instrument Number 160000356.

**Tax Map #35-3-1**

All that certain lot of land, lying in Hicksford Magisterial District, Greensville County, Virginia, fronting on the east side of U.S. Highway 301, containing 0.508 acres, more or less, shown and outlined in RED on a State Highway Department Map of record in the Clerk's Office of the Circuit Court of Greensville County, Virginia in Highway Plat book 4 page 118.

Being a portion of the property conveyed to Donald F. Moore and Glenn R. Moore by Deed of Correction from Willard P. Moore and Mable W. Moore, dated March 24, 2016 and recorded in the Office of the Clerk of Circuit Court of Greensville County, Virginia as Instrument Number 160000356.

**Tax Map #35-3-A; 35-3-B; 35-3-C; and 35-3-D**

All those certain tracts of parcels of land, together with all improvements thereon, lying and being situate in Hicksford Magisterial District, Greensville County, Virginia, shown and designed as Parcel A, containing 2.70 acres; Parcel B containing 14.24 acres; Parcel C, containing 109.14 acres; and Parcel D, containing 80.30 acres, for an aggregate of 206.38 acres, more or less, on the "Plat of Survey of Property Owner by Heirs of O.F. Moore," dates July 25, 1980, surveyed and drawn by S.G. Keedwell, C.L.S., or record in the Clerk's Office of the Circuit Court of Greensville County, Virginia, in Plat Book 10 at page 93.

Less and except that certain portion of Parcel B, containing 0.162 acres and a permanent easement, as was conveyed to James Thomas and John Thomas for the benefit of the Hicks Family Cemetery by deed dated 28 September 1994 and of record in the Clerk's Office aforesaid Deed Book 208 pages 608.

Being a portion of the property conveyed to Donald F. Moore and Glenn R. Moore by Deed of Correction from Willard P. Moore and Mable W. Moore, dated March 24, 2016 and recorded in the Office of the Clerk of Circuit Court of Greensville County, Virginia as Instrument Number 160000356.

**Tax Map #44-48**

All that certain lot or parcel of land, together with improvements thereon containing 10.176 acres and fronting on U.S. Highway 301 Hicksford Magisterial District of Greensville County, Virginia, said property being more particularly described as Parcel 4 on that certain "Revised Plat Showing Property of Lillian C. Woo" dated 18 September 1992 as prepared by B.B. Williams, R.L.S., of record in the Clerk's Office of the Greensville County, Virginia, in Plat Book 13 at page 148.

Being a portion of the property conveyed to Donald F. Moore and Glenn R. Moore by Deed of Correction from Willard P. Moore and Mable W. Moore, dated March 24, 2016 and recorded in the Office of the Clerk of Circuit Court of Greensville County, Virginia as Instrument Number 160000356.

**Tax Map #44-78**

All that certain lot or parcel of land, together with improvements thereon, containing 116.178 acres and fronting on U.S. Highway 301 in Hicksford Magisterial District of Greensville County, Virginia, said property being more particularly described as Parcel 2 on that certain "Revised Plat Showing Property of Lillian C. Woo" dated 18 September 1992 as prepared by B.B. Williams, R.L.S., of record in the Clerk's Office of the Circuit Court of Greensville County, Virginia Plat Book 13 page 148.

Less and except that certain portion containing 10.97 acres conveyed to Glenn R. Moore and Jennifer F. Moore, husband and wife by deed dated 9 December 2008 and of record in the Clerk's Office aforesaid as Instrument #080001776.

Being a portion of the property conveyed to Donald F. Moore and Glenn R. Moore by Deed of Correction from Willard P. Moore and Mable W. Moore, dated March 24, 2016 and recorded in the Office of the Clerk of Circuit Court of Greensville County, Virginia as Instrument Number 160000356.

**Tax Map #44-78A**

All that certain lot or parcel of land, together with improvements thereon containing 8.822 acres and fronting on U.S. Highway 301 Hicksford Magisterial District of Greensville County, Virginia, said being more particularly described as Parcel 3 on the certain "Revised Plat Showing Property of Lillian C Woo dated 18 September 1992 as prepared by B.B. Williams, R.L.S., of record in the Clerk's Office of the Circuit Court of Greensville County, Virginia, in Plat Book 13 at page 148.

Being a portion of the property conveyed to Donald F. Moore and Glenn R. Moore by Deed of Correction from Willard P. Moore and Mable W. Moore, dated March 24, 2016 and recorded in the Office of the Clerk of Circuit Court of Greensville County, Virginia as Instrument Number 160000356.

**Tax Map #44-72**

ALL THAT certain tracts or parcel of land containing thirty (30) acres, a portion of the Moses Drake tract of land, situate in Hicksford District, Greensville County, Virginia bounded on the north by the land now or formerly known as Rowena Drake land, on the east by the land now or formerly belonging to Carrie B. Brown, on the south by Fountains Creek and on the west by the branch running between the Moses Drake land and Goodfellow land; said tract of land herein conveyed designed as tract number three (3), W.E. Young, on plat of said Moses Drake made by J.C. Fields, Surveyor dated August 24, 1942, and of record in the Clerk's Office of the Circuit Court of Greensville County, Virginia, in Plat Book 4, at page 64.

AND BEING the same property conveyed unto Donald Moore, and Glenn Moore and Jennifer Moore, husband and wife, by deed from Virginia W. Young, dated October 20, 2011 and recorded October 21, 2011 in the Clerk's Office of the Circuit Court of Greensville County, Virginia as Instrument Number 110001112.

Terms of payment are that a deposit being the lesser of \$5,000.00 or 10% of the Purchase Price, by certified or cashier's check, or wired funds, shall be due upon the acceptance of the high bid. An additional amount necessary to increase the deposit to 10% of the Purchase Price must be wired to the Substitute Trustee no later than 5:00 p.m. EDT Tuesday, September 10, 2024. Balance of the Purchase Price shall be due at closing on or before October 6, 2024.



## **SCHEDULE B**

### **Sales Order and Terms of Payment for Properties**

#### **Tract 1**

5 tax parcels totaling 414.838 acres – Parcel Nos. 44-78B, 44-48, 44-78, 44-78A, 44-72  
Terms of payment are that a deposit being the lesser of \$25,000.00 or 10% of the Purchase Price, by certified or cashier's check, or wired funds, shall be due upon the acceptance of the high bid. An additional amount necessary to increase the deposit to 10% of the Purchase Price must be wired to the Substitute Trustee no later than 5:00 p.m. EDT Tuesday, September 10, 2024. Balance of the Purchase Price shall be due at closing on or before October 6, 2024.

#### **Tract 2**

4 tax parcels totaling 206.38 acres – Parcel Nos. 35-3-A, 35-3-B, 35-3-C, and 35-3-D  
Terms of payment are that a deposit being the lesser of \$25,000.00 or 10% of the Purchase Price, by certified or cashier's check, or wired funds, shall be due upon the acceptance of the high bid. An additional amount necessary to increase the deposit to 10% of the Purchase Price must be wired to the Substitute Trustee no later than 5:00 p.m. EDT Tuesday, September 10, 2024. Balance of the Purchase Price shall be due at closing on or before October 6, 2024.

#### **Tract 3**

2 tax parcels totaling 150.3 acres, Parcel Nos. 44-1 and 44-30  
Terms of payment are that a deposit being the lesser of \$25,000.00 or 10% of the Purchase Price, by certified or cashier's check, or wired funds, shall be due upon the acceptance of the high bid. An additional amount necessary to increase the deposit to 10% of the Purchase Price must be wired to the Substitute Trustee no later than 5:00 p.m. EDT Tuesday, September 10, 2024. Balance of the Purchase Price shall be due at closing on or before October 6, 2024.

#### **Tract 4**

1 tax parcel totaling 121.28 acres, Parcel 36-28  
Terms of payment are that a deposit being the lesser of \$25,000.00 or 10% of the Purchase Price, by certified or cashier's check, or wired funds, shall be due upon the acceptance of the high bid. An additional amount necessary to increase the deposit to 10% of the Purchase Price must be wired to the Substitute Trustee no later than 5:00 p.m. EDT Tuesday, September 10, 2024. Balance of the Purchase Price shall be due at closing on or before October 6, 2024.

#### **Tract 5**

1 tax parcel totaling 0.55 acres, Parcel 35-3-3  
Terms of payment are that a deposit being the lesser of \$10,000.00 or 10% of the Purchase Price, by certified or cashier's check, or wired funds, shall be due upon the acceptance of the high bid. An additional amount necessary to increase the deposit to 10% of the Purchase Price must be wired to the Substitute Trustee no later than 5:00 p.m. EDT Tuesday, September 10, 2024. Balance of the Purchase Price shall be due at closing on or before October 6, 2024.

#### **Tract 6**

1 tax parcel totaling 0.51 acres, Parcel 35-3-1