

TRUSTEE'S SALE OF

121.28 acres, more or less, Zion Magisterial District, Greensville County, VA
North Side ST Highway 634, Bass Road
Parcel I.D. No. 36-28

347.42 acres, more or less, Hicksford Magisterial District, Greensville County, VA
3695-3571 Skippers Road, Skippers, VA 23879
Parcel I.D. Nos. 35-3-1, 35-3-A, 35-3-B, 35-3-C, 35-3-D, 44-1, 44-30

249.662 acres, more or less, Hicksford Magisterial District, Greensville County, VA
Parcel 1 W SD US Highway 301, Skippers Road, Emporia, VA 23879
Parcel I.D. No. 44-78B

152.21 acres, more or less, Hicksford Magisterial District, Greensville County, VA
Skippers Road and Rolling Acres Road, Skippers, VA 23879
Parcel I.D. Nos. 44-48, 44-72, 44-78 and 44-78A

0.55 acres, more or less, Hicksford Magisterial District, Greensville County, VA
Lot 3, US Highway 301, 3727 Skippers Road, Skippers, VA 23879
Parcel I.D. Nos. 35-3-3

In execution of a Commercial Real Estate Credit Line Deed of Trust, recorded July 29, 2020, as Instrument No. 200000736 ("Deed of Trust"), in the Clerk's Office, Circuit Court, County of Greensville, VA ("Clerk's Office"); the Substitute Trustees, any one of whom may act, having been appointed Substitute Trustees by Appointment of Substitute Trustees dated July 25, 2024, recorded July 25, 2024, in the Clerk's Office, as Instrument No. 240000893, by and through the designated auction firm, The Counts Realty & Auction Group (the "Auctioneer"), and at the request of the present holder (the "Secured Party") of the obligations that are secured by the Deed of Trust, will offer for sale at public auction, **at The Hampton Inn, 898 Wiggins Road, Emporia, Virginia 23847 (intersection of Route 158 and Interstate 95), on September 6, 2024 at 12:01 p.m.**, the real estate briefly described as eleven (11) properties located in Greensville County, Virginia, Tax Map Nos. 36-28, 35-3-1, 35-3-A, 35-3-B, 35-3-C, 35-3-D, 44-1, 44-30, 44-78B, 44-48, 44-72, 77-78, 44-78A and 35-3-3 (the "Property"), and which are more particularly described in the Deed of Trust ("Foreclosure Sale").

TERMS OF SALE: Cash. The Property will be offered for sale "AS IS, WHERE IS" and "WITH ALL FAULTS" and will be conveyed by special warranty deed without any warranties. The conveyances will be subject to all encumbrances, rights, reservations, covenants, conditions, easements, restrictions and statutory liens, if any, having priority over the Deed of Trust, as they may lawfully affect the Property. The Trustee, the Auctioneer and the Secured Party make no representation or warranty whatsoever as to the existence, survival or terms of any lease, tenancy or possessory arrangement, and no credit shall be given against the Purchase Price for any associated security deposit(s).

Except for the special warranty contained in the deed, the Trustee, Secured Party and the Auctioneer disclaim all warranties of any kind for the Property, including without limitation any warranty relating to the zoning, physical or environmental condition, title, possession, quiet enjoyment, habitability, fitness for a particular purpose and merchantability. The risk of loss or damage to the Property shall be borne by the successful bidder upon the acceptance of the high bid at the auction. The successful bidder shall assume all obligations for continuation of utility services to the Property. Securing possession and control of the Property following closing shall be the sole responsibility of the successful bidder.

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

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.

An initial bidder's deposit in cash, or by certified or cashier's check, in the amount(s) referenced above, must be shown to the Substitute Trustee and the Auctioneer prior to the auction in order to be approved to participate.

Auctioneer will charge a ten percent (10%) buyer's premium at the Foreclosure Sale, which will be calculated on the highest bid for the Property (the "High Bid") and added to such High Bid to become the final purchase price of the Property (the "Purchase Price").

Immediately after the sale, the successful bidder shall execute a Memorandum of Sale for the Purchase Price with the Trustee, a form of which is available from the Auctioneer for review upon request.

If the successful bidder fails to timely close, the deposit shall be forfeited and (at the option of the Substitute Trustee) the Property may either be resold at the risk and expense of the defaulting successful bidder or the Substitute Trustee and the Secured Party may accept the next highest bid for the Property. The defaulting successful bidder shall be liable for any deficiency resulting from such next-highest closing or resale, and shall remain liable for any operating shortfall on account of the Property until closing of any such resale.

Settlement in full shall be made by wired funds to FloranceGordonBrown, P.C. at 901 East Cary Street, Suite 1900, Richmond, Virginia, 23219 on or before October 6, 2024, TIME BEING OF THE ESSENCE.. Additional procedures, terms and conditions may be announced at the time of sale, and shall control.

On-Line bidding at the time of the Foreclosure Sale is permitted. Contact Counts Realty & Auction Group at the email address or website shown below for any additional information, and to make advance arrangements for on-line bidding.

HAMILL D. JONES, JR.
DAVID F. BERNHARDT
DANIEL S. OBERSKI
Substitute Trustees

For Information Contact:

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