AMENDED FORECLOSURE SALE OF VALUABLE REAL ESTATE AT PUBLIC AUCTION

Albemarle County, Virginia

Albemarle County Tax Map No. 128A2-00-00-00300

SALE: WEDNESDAY, NOVEMBER 19, 2025, AT 12:00 P.M.
AT THE SCOTTSVILLE POOL, 7414 SCOTTSVILLE ROAD, SCOTTSVILLE, VA

In execution of a Deed of Trust, being dated February 12, 2015, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia ("Clerk's Office"), in Deed Book 4583, page 164 (the "Deed of Trust"), the undersigned as Trustee by instrument of record in the aforesaid Clerk's Office, will offer for sale at public auction:

> All that tract or parcel of land situated at Porters Precinct in Albemarle County, Virginia, containing 10.979 acres, more or less as shown on a plat of Diana P. Dale, P.E., L.S., dated April 4, 2003 of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 2466, page 301.

(the "Property")

TERMS OF SALE: A bidder's deposit of the lesser of $10,000 or 10% of the winning bid, shall be paid <u>at the sale</u> by cashier's check made payable to Bidder (to be assigned to Trustee if Bidder is successful), with the balance upon delivery of a trustee's deed within 30 days of sale. If the initial deposit is less than 10% of the winning bid, then the successful bidder's deposit MUST be increased to 10% of the winning bid by cashier's check or wired funds within three (3) business days. Settlement shall be held within 30 days after the date of sale unless otherwise postponed at the sole discretion of the Trustee. Sale is subject to the covenants, conditions, restrictions, rights of way, and easements, if any, contained in the deeds and other documents forming the chain of title to the Property. Property is sold "**<u>AS IS, WHERE IS</u>**," "**<u>WITH ALL FAULTS</u>**" and "**<u>WITH ABSOLUTELY NO WARRANTIES</u>**."

Neither the Substitute Trustee nor the Lender shall have any obligation to obtain possession of the Property. It shall be the purchaser's obligation, at the purchaser's sole cost, to obtain possession of the Property.

The purchaser waives and releases the Substitute Trustee and Lender and each of their respective agents, successors and assigns from any and all claims the purchaser and/or its successors and assigns may now have or may have in the future relating to: (1) any condition, problem or violation affecting the Property; (2) any existing or future building or zoning code problems or violations, and (3) the accuracy or validity of any information described herein. Purchaser has not relied on anything in the foreclosure advertisement but rather has relied solely on such investigations, examinations or inspections of the Property as the purchaser has made.

TIME SHALL BE OF THE ESSENCE WITH RESPECT TO SETTLEMENT. The deposit shall be applied to the credit of successful bidder at settlement; or, in the event of failure to complete settlement within the time set forth after the date of sale, in accordance with the terms of sale, the deposit shall be forfeited and applied to the costs of sale, including Trustee's fee, and the Property shall be resold at the cost and expense of the defaulting Purchaser. Risk of loss or damage to the Property shall be borne by successful bidder from the time of auctioneer's strikedown at the sale. Purchaser shall pay all settlement fees, title examination charges, title insurance premiums, and recording costs. Current real estate property taxes will be prorated at closing as of date of sale. Rollback taxes, if any, will be the responsibility of the Purchaser.

THE TRUSTEE RESERVES THE RIGHT: (i) to waive the deposit requirements; (ii) to extend the period of time within which the Purchaser is to make full settlement; (iii) to withdraw the Property from sale at any time prior to the termination of the bidding; (iv) to keep the bidding open for any length of time; (v) to reject all bids; and (vi) to postpone or continue this sale from time to time, such notices of postponement or setting over shall be in a manner deemed reasonable by the Trustee. Announcements made on day of sale take precedence over all other advertised terms and conditions.

FOR INFORMATION SEE: **www.fplegal.com/foreclosures**

Flora Pettit PC, Trustee
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