FORECLOSURE SALE OF VALUABLE REAL ESTATE
AT PUBLIC AUCTION

An Unimproved 7.40 Acre Parcel
Lot 11, Back Mountain Ridge Estates
Frederick County Tax Map No. 59-A-6U

SALE: TUESDAY, DECEMBER 8, 2026, AT 12:00 P.M.
AT THE FREDERICK COUNTY CIRCUIT COURTHOUSE LOCATED AT
5 NORTH KENT STREET, WINCHESTER VA, 22601

In execution of a Credit Line Deed of Trust, dated February 27, 2026, and recorded on March 2, 2026, in the Clerk's Office of Frederick County Circuit Court, Virginia (the "Clerk's Office"), as Instrument No, 260001914 (the "Deed of Trust"). The undersigned as Trustee under said Deed of Trust will offer for sale at public auction the parcel listed below:

> All that certain lot, parcel, or piece of land, together with all improvements thereon and all appurtenances thereunto belonging, situate, lying and being situate in Back Creek Magisterial District, Frederick County, Virginia, and being more particularly described as Lot 11 containing 7.395 acres, more or less, BACK MOUNTAIN RIDGE ESTATES on that certain plat of survey dated October 15, 2016, prepared by Michael M. Artz, L.S., of record with the Deed of Dedication of Back Mountain Ridge Estates dated January 3, 2017 in the Clerk's Office of the Circuit Court of Frederick County, Virginia (the Clerk's Office"), as Instrument Number 170000200.
>
> No Situs Address

Tax Map No.: 59-A-6U (the "Property").

TERMS OF SALE: A bidder's deposit of the greater of $15,000 or 10% of the winning bid, shall be paid at the sale by cashier's check made payable to Bidder (to be assigned to Trustee if Bidder is successful), with the balance of the winning bid to be paid 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 "**AS IS, WHERE IS,**" "**WITH ALL FAULTS**" and "**WITH ABSOLUTELY NO WARRANTIES.**"

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 strike down 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.

Employees, directors and officers of Horizon Farm Credit, ACA, and their immediate family and companies in which they have an interest are not eligible under federal regulations to purchase this property at foreclosure.

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

Flora Pettit PC, Trustee
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