

Property Info Sheet

64 Davis Ln., Waynesboro, VA 22980



This property will be sold via online-only auction

Home Tour

Thursday, November 3 at 6 PM

Bidding starts to close

Thursday, November 10 at 8 PM

Have you ever wanted to “flip” a property? Looking for an investment property? This one fits the bill. A well-built 2-bedroom home that has fallen victim to desertion and vandalism. The house is situated in a nice private wooded setting on .535 acres. The location of this home is ideal for everyone, almost exactly 7 miles from I-81, Augusta Health, and the shopping district of Waynesboro.

The home on this property needs repairs and updates. The 2-bedroom 1-bath house has a very nice covered front porch and an enclosed rear porch. Water is currently supplied by a cistern (new pump) and there is a septic installed and working on the property.

With a little elbow grease and some TLC this property would be an excellent get-away spot or the perfect starter home for a young couple.



GENERAL TERMS: The auction will be conducted by Enlisted Auctions (Auctioneer) on behalf of the owners of the property, referred to as the Seller. Auctioneer is not responsible for the acts of the Seller. The auction shall be governed by the terms set forth herein, any announcements made at the auction and any additional terms and conditions that are on our website concerning the specific property, (the Agreement). The Agreement constitutes a valid, binding contract between individuals participating in the auction with the intent to purchase property, referred to as the Bidder or Buyer, and Seller/Auctioneer. The term Bidder or Buyer shall include, but not be limited to, the individual or the company represented by the individual and any and all of its agents, employees, representatives, officers, and directors. Auctioneer is not responsible for statements made by the Bidder, Buyer, or other parties. Auctioneer reserves the right to periodically change the terms and conditions of the Agreement, which shall be effective immediately upon posting to our website. It is the Bidder's responsibility to review any and all changes made to these terms and conditions prior to bidding on the property. The act of submitting a bid shall constitute Bidder's acceptance of each and every term and condition contained in the Agreement. All persons attending or inspecting assume all risks whatsoever of damage or loss to person and property and specifically release the Auctioneer from all liability. Auctioneer is not liable by reason of any defect in, or condition of, the property or the premises on which the preview/sale is held. Auctioneer is released for any claims or actual damage to the property sold and/or consequential damages that may result from the sale of defective property.

DISCLOSURES/NO WARRANTY: There is no warranty offered, expressed or implied, by Auctioneer or Seller for any property. All property is sold AS-IS, WHERE-IS, and with all faults and defects therein. *ALL SALES ARE FINAL.* All information provided is believed to be correct but NO warranty as such is either expressed or implied, including but not limited to the warranty of merchantability or fitness for a particular purpose. Bidder is solely responsible to determine condition, value or any other determinative factors. Bidder's inspection of the property prior to submitting a bid is strongly recommended. Auctioneer reserves the right to sell property absolute or with reserve, at Seller's discretion. The Seller does have the right to make the final bid and the Auctioneer does have the right to bid on behalf of the Seller. The Auctioneer reserves the right to open the bid as the result of a tie bid or discrepancies in the bid.

BIDDER REGISTRATION: Bidder must be 18 years of age or older and is required to register for the auction. In registration, Bidder must submit information found to be current, complete and accurate for proper identification by Auctioneer. Auctioneer does not sell or rent this information. Auctioneer uses email lists to notify customers about online and live auctions. Customers who do not wish to be notified should contact the office of the Auctioneer and request removal from the email list. Bidder is responsible for security of his/her bidding number/username and password, and any and all bids placed under those identifications. Auctioneer should be notified immediately if Bidder believes their number and/or password have been compromised. Auctioneer reserves the right to terminate registration, deny any person for any reason permission or access to bid, to reject any and all bids, and to suspend or ban Bidder from bidding, at Auctioneer's sole discretion. Bidder's registration is not transferable or assignable.

BIDDING: Bidder must register to participate in the auction. Read the descriptions and view photographs carefully. If you have any questions, please call Auctioneer at 540-437-9501. Using YOUR knowledge and experience, form your own opinion of the property and bid accordingly. If you are in doubt, DO NOT BID. The property is sold AS-IS; this is an AUCTION and all SALES ARE FINAL. Bids cannot be retracted and are binding contracts between Bidder and Auctioneer/Seller. Bidder is accountable to be informed about property and associated costs before bidding. A maximum bid can be placed on the property. A maximum bid is kept confidential. Except for properties noted "Absolute Auction" all properties in auctions have a minimum selling price established by Seller ("Reserve Price"). The starting bid is not the Reserve Price. Except where prohibited by law, Auctioneer may counter bid on behalf of Seller on any property up to the amount of the Reserve Price (and no such bid will result in a sale of the property). If the Reserve Price is not met, Seller is under no obligation to sell the property; however, Seller may accept a bid that is below the Reserve Price in its sole discretion. Auctioneer reserves the right to reopen bidding. Auctioneer's decisions will be final.

BUYER'S PREMIUM: A 10% buyer's premium will be added to the final bid and become part of the purchase price at settlement. Buyer agrees to these provisions and will pay the applicable buyer's premium.

PAYMENT TERMS: A signed contract and a deposit of \$5,000 is required within 24 hours of the auction ending, unless previously arranged with Auctioneer. Balance due at closing on or before 30 days after auction. Title shall to be delivered free of all liens or encumbrances as more specifically set forth in the contract.

BIDDING IN THE ONLINE AUCTION: Once you are registered and have your username and password, you may place bids once the bidding opens. Your bids are FINAL and constitute a binding contract. You are responsible for monitoring these close times. Please bid early to avoid disappointment. No transfer will be recognized from one buyer to another. In the event of any dispute between bidders, or in the event of doubt on the Auctioneer's part as to the validity of any bid, the Auctioneer will have the final discretion either to determine the successful bidder or to resell the property. If or when the Auctioneer announces "Sold," equitable title or ownership shall pass to the highest bidder acknowledged by the Auctioneer, subject to fulfillment by Bidder of all the terms and conditions. Again, all property is sold "AS IS, WHERE IS," and we make NO guarantees, warranties, or representations, expressed or implied, with respect to the property or correctness in any catalog or other description of authenticity of survey, acres, physical condition, size, quality, or historical relevance of the property or otherwise. No statement anywhere, whether oral or written, shall be deemed as a guarantee, warranty or representation. All sales are final. No refunds or credits will be issued. Earnest money deposit and closing will be announced and contained in the contract. The auctioneer reserves the right to withdraw any property before sale. The Auctioneer, its agents, the owners of the property and all other persons for whom the Auctioneer is acting shall not be liable to any person for damages to their person or property while in, on or about these premises, nor shall they be liable for any hidden defects. Bidder acknowledges that hardware malfunctions, software malfunctions, viruses, and similar issues do occur and are beyond the knowledge, scope, and control of Auctioneer. We are NOT responsible for your system malfunctions, connection to the Internet or your email stopping any of our e-mails to you in regard to bid confirmations and/or outbid notifications. Seller has the right to accept pre-auction offers.

Sample Auction Agreement

AGREEMENT TO PURCHASE REAL ESTATE AT AUCTION

This agreement made this 10th Day of November, 2016, between _____, Hereinafter Seller(s), AND

_____ Hereinafter Buyer(s), Witnessed that on the 10th day of November, 2016, Buyer made purchase through a Public Online Auction on the following Real Estate located in the County of Augusta, Commonwealth of Virginia,

Described as: 58-142b Lot 108 X 216 Part Tr 1 Div T R Davis Prop .535 Acres

More commonly known as: **64 Davis Ln., Waynesboro, VA 22980**

Final agreed price of _____ Dollars
(\$ _____)

Subject to the Notice of Auction Distributed Prior to the Sale by Auctioneer, Free and Clear of All Liens and Encumbrances Except as set forth below:

NONE KNOWN.

1. A Non-refundable Deposit is herewith made in the amount of **five thousand** Dollars (\$ 5,000.00) by Cash _____, Cashier's Check _____, Certified Check _____, other _____. To apply on the purchase price upon compliance by the Buyer with this contract.
2. The Balance shall be paid in Cash or Certified Check at the time of the Final Settlement and Delivery of Deed which shall take place on or before December 3, 2016, at the office of _____
3. Taxes, Rent, Interest, Insurance, and Other Current Charges, if any, Shall be prorated to the date of settlement.
4. Possession shall be given at time of settlement.
5. The Seller agrees to convey the above Property with a GENERAL WARRENTY Deed with the usual covenant of Title, same to be prepared at the expense of Seller, Seller shall pay Seller's tax and any expense in connection with the removal of Title defects. Buyer shall pay the cost of recording all deeds.
6. Should the Buyer fail to make settlement by the date specified in #2, as herein provided, the sum paid down as deposit up to - ten thousand dollars (\$5,000.00) will be retained by Seller and Auctioneer. This in no way shall relieve the Buyer from further legal action for defaulting the agreement.
7. Buyer acknowledges that the Seller Warrants the accuracy of all representation made by Seller to Auctioneer in regard to the property (including all representations made heretofore and which may be made hereafter, and including, without limitation, all representations made in the property type form in conjunction with this contract), and the Seller agrees to indemnify and hold Auctioneer harmless against any and all damage, liability, or expenses of any kind whatsoever arising from the inaccuracy and Auctioneer's reliance upon any such representation.
8. It is understood and agreed that the Auctioneer is acting as agent only and shall in no case whatsoever be held liable by either party for the performance of any Term or Covenant of this contract or for damages for NON-performance thereof. This property is sold "AS IS, WHERE IS".
9. Purchaser agrees to waive any inspections after the auction, including but not limited to, the general home inspection, lead based paint inspection, and the termite inspection.
10. Buyer acknowledges that he has entered into this agreement as a result of a personal inspection of said premises made by him and that said premises is being purchased as a result of that inspection.
11. Buyer understands that this agreement is not contingent on obtaining a loan to finance the purchase.
12. This agreement shall extend and be binding upon Heirs, Administrators, Successors, and Assigns of the parties hereto.

ENLISTED AUCTIONS

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