



## REAL ESTATE AUCTION

# Move-In Ready 4 BR/3.5 BA Home on 3+ Acres in Carters Mill East in Chesterfield, VA

### 11948 Carters Garden Terrace Chesterfield, VA 23838

For information contact: Tony Wilson, Auction Coordinator – (540) 748-1359

## Nicholls Auction Marketing Group

Corporate Office: (888) 357-2814
Offices through out Virginia to meet your needs

On the web at: <a href="www.nichollsauction.com">www.nichollsauction.com</a>
Contact us by E-mail at: info@nichollsauction.com

#### Why use Nicholls Auction Marketing Group to sell your property?

Nicholls Auction Marketing Group has set and maintained an overall sales ratio in excess of 95% since 1980. Our standards for conducting an auction are simply higher, and the marketplace has responded, allowing us to be the leader in getting properties sold and closed. For property owners who are serious about selling—who wish to maximize their returns while reducing the time, risk and frustration of trying to sell through a traditional approach—our customized individual owner services are a perfect fit.

Nicholls Auction Marketing Group will customize and execute a results oriented auction marketing campaign that maximizes exposure and creates active competition for the purchase of your property. This results not only in full and current market value, but also preserves opportunities for greatest price, while limiting risk of lower price. Individual sellers also benefit from the convenience of controlled viewings, standardized terms and conditions of sale, and a known sale and closing date.

Our 40+ years experience is broad-based allowing us to bring together the necessary resources for a successful sale of practically any type of real, as well as personal property. For more information please go to nichollsauction.com and allow us the privilege to add your name to our growing lists of satisfied clients.





**Property Location** 

11948 Carters Garden Terrace Chesterfield, VA 23838

**Description** 

Well maintained 4 BR/3.5 BA home on 3.24 +/- acre cul-de-sac lot in the Carters Mill East development of Chesterfield County, VA. **Only** \$200,000 Starting Bid!!

The sellers are downsizing to a more manageable living situation, and we have been contracted to market and sell this lovely well located home. This home, located in a cul-de-sac lot on 3+ acres, is move-in ready and is only awaiting a new owner. Make plans now to make it yours!!

- Very clean and well maintained 4 BR/3.5 BA two story 3,131 +/- sf. home on 3.24 +/- acre cul-de-sac lot in Carters Mill East development
- Custom kitchen w/bar counter (eating area), granite countertops, maple cabinets w/all options including under counter drawers and under counter lighting; family room w/fireplace that opens to rear deck; Florida room; living room; dining room; breakfast nook; large bonus room over the garage; attic; attached 3 car garage (800 +/- sf.)
- Conditioned crawl space with dehumidifier
- Appliances that convey: dishwasher, stove, refrigerator, microwave, front load washer & dryer, garbage disposal
- Hardwood flooring on lower level (except master suite); carpet in master suite and upper level; tile flooring in bathrooms
- Front covered porch; 12' x 24' rear deck w/retractable awning
- Central AC; gas furnace & heat pump on lower level and heat pump on upper level; fireplace; gas water heater
- Sprinkler system for lawn; ADT alarm system
- Extras: 9 ft. ceilings on main level; vaulted ceilings; recessed lighting; extensive crown molding and chair rail; plenty of storage/closets; custom interior shutter blinds; abundant outdoor lighting; exposed aggregate sidewalks and porch; large concrete apron in front of garage; new roof in 2017; ceiling fans throughout; camera system
- Southside Electric (\$200 per month on budget plan); Blossman Propane (\$50 per month on budget plan); Chesterfield County Water (averages \$50 per month)
- Tax Map: 732-64-85-39-600-000; Tax ID #321286001; Deed Book: 140-1 Lot 30; Zoning: R25; Carters Mill East: HOA Fees--\$148.50

annually; County tax assessed value: \$375,600 (\$3,605.75 taxes per year); Home was built in 2006 and is brick front and vinyl siding (sides & rear); Grange Hall ES, Bailey Bridge MS, Clover Hill HS.

• Only \$200,000 Starting Bid!!

**Auction Date & Time** 

Auction conducted onsite on Friday, April 13 at 3:00 pm.

**Home Tour** 

Friday, March 30 at 11:00 am.

**Earnest Money** 

\$15,000 deposit due immediately after confirmation of final bid. Deposit must be in the form of a cashier's check or certified check (from a US bank/financial institution) made payable to yourself.

Closing

Closing is to take place on or before 30-45 days from date of auction. Buyer acknowledges that time is of the essence.

**Financing** 

Need financing for this home? Contact Tony Wilson for financing information (540) 748-1359.

**Broker Participation** 

Although not required, if a buyer has been working with a Realtor, the Realtor must complete the broker participation form. In order for the Realtor to be compensated, broker forms must be completed and submitted no later than 5 pm on 4/12/18, and all terms adhered to.

**Auctioneers Note** 

All information and dimensions were derived from sources believed to be correct, but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.

Can't Attend?

Can't attend the auction, but still want to bid? No problem! Download our app in the Apple App Store, Google Play Store, or use your web browser to register and bid during the live auction.

**Notes** 

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#### **Terms & Conditions**

#### Auctioneer's Authority on Bidding Procedures and Bidding:

Bidding Procedures: Open and verbal. Announcements made on the day of the auction will take precedence over all printed material or oral statements made. (1) Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. (2) The auctioneer reserves the right to delete or add additional properties at this discretion. (3) Nicholls Auction Marketing Group may act to protect the seller's reserve, as an agent of the seller, by bidding on behalf of the seller. The auctioneer has the authority, at his sole and absolute discretion, to deviate from, change, alter, or modify the bidding procedures and conduct of the auction at any time including after commencement of the auction.

**<u>Bidding:</u>** All bidding is open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale the term "the final bid" means the highest bid acknowledged by the auctioneer, and the term "purchase price" means the sum of the final bid and the buyer's premium. The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid or raise which, in his opinion, is not commensurate with the value of the property being offered. The auctioneer may advance the bidding at his absolute discretion and, in the event of any dispute between bidders, may determine the successful bidder or re-offer and resell the property in dispute. Should there by any dispute after the sale; record of final sale shall be conclusive. Please contact our offices for information on absentee and or phone bidding.

Buyer's Premium: The buyer's premium shall be paid by the Buyer and will be added to the final bid on the property.

Example: High bid on property is: \$100,000

Add 10% buyer's premium: + \$10,000 Total on Sales Contract: \$110,000

**Earnest Money:** The buyer, unless prior written arrangements have been made by contacting Tony Wilson (540-748-1359 or tony@wilsonauctionco.com, shall be required to pay a deposit of \$15,000. This deposit will be held in a non-interest bearing escrow account until settlement. Please make a cashiers check / certified check (from a US bank) payable to yourself and endorse it over to Nicholls Auction Marketing Group if you are the high bidder.

<u>Closing:</u> The successful buyer must sign all documents and contracts immediately after the acceptance of the final bid. The successful buyer will also be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur on or before specified dates. Closing is to take place on or before 30-45 days from date of auction (unless prior written arrangements have been made with the auction firm). Buyer acknowledges and agrees that time is of the essence.

<u>Closing Costs:</u> The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expense, usual conveyance expenses, and recordation taxes, including the Grantor's tax. Real estate taxes, water and sewer charges, if any, will be prorated as of the date of closing.

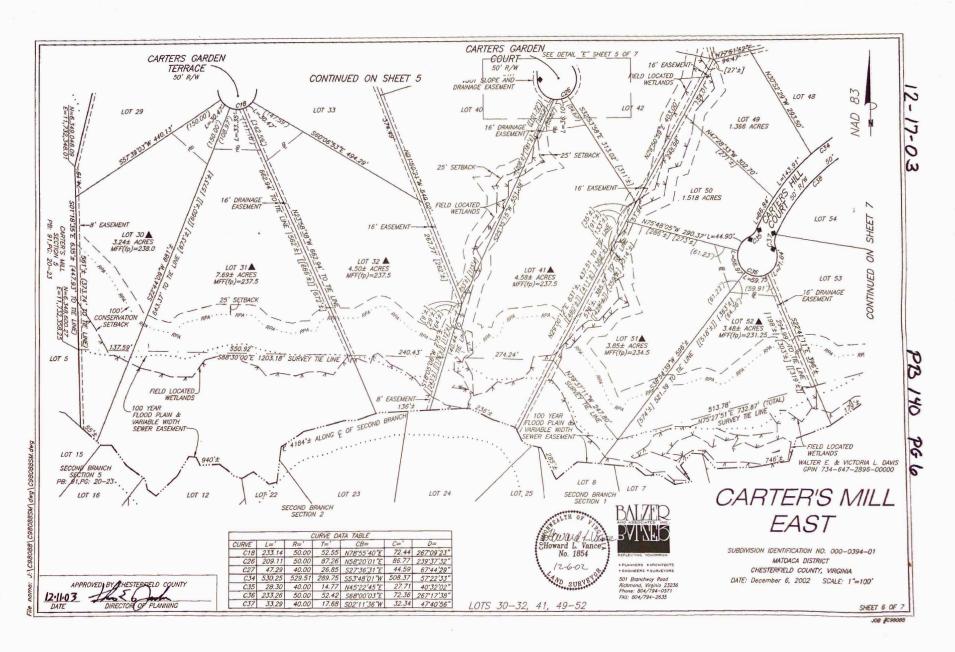
<u>Financing:</u> Sale of the property is <u>not contingent</u> upon the buyer obtaining financing.

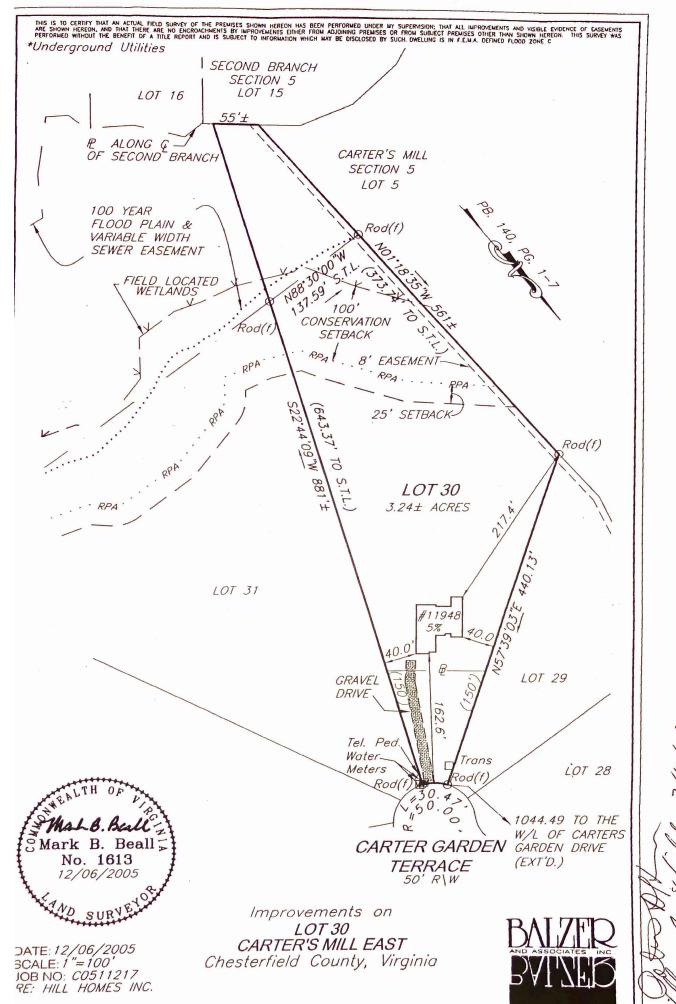
Conditions of Default: If any conditions contained herein are not complied with by the buyer, Nicholls Auction Marketing Group may, in addition to asserting all remedies available by law, including the right to hold defaulting buyer liable for the purchase price, either, a) cancel the sale, retaining as liquidated damages any payments made by such buyer, b) resell the property at public auction or privately on seven days notice to such buyer, or c) take such other action as it deems necessary or appropriated. If Nicholls Auction Marketing Group resells the property, the original defaulting buyer shall be liable for the payment of any deficiency between the purchase price and all costs and expenses, the expenses of both sales, reasonable attorney's fees, commissions, incidental damages and all other charges due hereunder. In any event, the buyer's earnest money deposit will be retained by Nicholls Auction Marketing Group as liquidated damages.

**State Laws:** The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the auction shall by governed and interpreted by the laws of the state in which the auction is held. By bidding at an auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have consented to the jurisdiction of the courts of such state and the federal courts sitting in such state.

Real Estate Brokers/Agents: When offered, a fee equal to a specified commission will be paid to any qualified broker who is duly licensed in the same state where the property is located, and whose properly registered client successfully buys and closes on the property. To qualify for a commission the licensed broker/agent must first register the prospective bidder on the Nicholls Auction Marketing Group website or on Nicholls Auction Marketing Group's Realtor Representation Acknowledgment Form. Broker/agent agrees that if the commission is reduced due to negotiations, the commission to the broker shall be 20% of total commission earner. All forms, letters and statements must be received no later than 5:00 P.M. (Eastern) one day prior to the auction. Commission is contingent upon, and will only be paid if the broker participation form is received by Nicholls Auction Marketing Group no later than 5:00 P.M. (Eastern) one day prior to the auction and all terms are adhered to. In addition, agents must also attend the auction with their prospects.

Inspection: All property is sold "As Is, With All Faults." Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Nicholls Auction Marketing Group disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. For residences built prior to 1978, buyer waives the right to a 10 calendar-day opportunity to conduct a risk assessment or inspection for the presence of Lead-Base Paint and/or Lead-Base Paint Hazards. Square footage dimensions and acreage are approximate and should be independently verified prior to bidding. Nicholls Auction Marketing Group, its agents and subagents, and the sellers assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. All information and dimensions were derived from sources believed to be correct, but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.





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Phone: 540-898-0971 Fax: 540-301-5883 Toll Free: 888-357-2814

7.01.720

#### **REAL ESTATE CONTRACT OF PURCHASE**

TH	IIS CONTRACT of purchase made this	day of	, by and between
(he	ereinafter called "Seller"), and		
//	one in often and of (F) and a court of Alichards A court	an Marilastina a Ora	
Tha	,	•	pup, Inc., a Virginia corporation (hereinafter called "Auctioneer"). promises other good and valuable consideration, the parties do
1.		ey and Purchaser	r shall purchase all that certain Real Estate (hereinafter the "Real
	Estate") with all rights and privileges thereto a	ppurtenant and a	all buildings and improvements thereon situate, lying and being in, Virginia, more particularly described as follows:
0	CONDITION OF PROPERTY. Charifically, Du		advag that the preparity is sold "AC IC with all FALILTO" and that
2.	the Purchaser has conducted any and all inve	stigations, inspec	edges that the property is sold "AS IS, with all FAULTS" and that ctions and any other due diligence Purchaser deems appropriate. ts the property "AS IS" unless other written arrangements have Initial
3.	PURCHASE PRICE: The purchase price of		
	+ \$ (Buyer	rs Premium) = \$_	
	as determined by public auction by Auctioneer	held of even date	e herewith, PAYABLE IN CASH ON OR BEFORE
4.	the signing of this contract, which represents escrow in a non-interest bearing account by commission and all costs and expenses of sale less Auctioneer's commission and all costs an able to Seller for such breach. If this Contract	perce Auctioneer and th In the event Purce d expenses of salis not consummate Seller and Purcha	with consit") to Auctioneer in the amount of \$ with cent (%) of the purchase price. The deposit shall be held in the applied to the purchase price at settlement less Auctioneer's richaser breaches this Contract, the deposit shall be paid to Seller, the but such payment shall not preclude any other remedies availated and dispute exists between Seller and Purchaser, the deposit aser have agreed to the disposition thereof, or a court of competent
5.	,		neer shall be paid from the deposit a commission ofplus all costs and expenses of sale.
6.	SETTLEMENT AND POSSESSION: Settlem		
	by the parties hereto. TIME IS OF THE ESSEI		Initial
7.	or Purchaser defaults under this Contract of P for any expenses incurred by the nondefaulting	urchase, such det g party and by Au	e sole procuring cause of this Contract of Purchase. If either Seller staulting party shall be liable for the commission of Auctioneer and actioneer, such expenses including their respective attorney's fee, transaction and the enforcement of such Contract.
8.	the Code of Virginia) requires Seller of a certai	in residential prop	lential Property Disclosure Act (Section 55-517 through 55-525 of perty to furnish the Purchaser a property disclosure statement in a ld and is to be conveyed in AS IS CONDITION.
9.	is not located within a development seq. of the Code of Virginia). If the Property owners' association an association disclosure (3) days after receiving the packet or being not	LOSURE: Seller rent which is subject y is within such a packet and providing that the asso	represents that the Property (check as applicable) isect to the Virginia Property Owners' Association Act (Section55-508 a development, the Act requires Seller to obtain from the property ide it to Purchaser. Purchaser my cancel this contract within three ociation disclosure packet will not be available. The right to receive ontract are waived conclusively if not exercised before settlement.
	encumbrances, Seller's legal fees and any oth (except as otherwise provided) survey, record ment Agent's fee billed to Purchaser, Purchase Purchaser. Fees to be charged will be reasona Transfer and Grantor's Taxes are covered in the	ner proper charges ling (including tho er's legal fees and able and customa ne appropriate jur	•
11.	warranty and free	of all liens, defec	and marketable fee simple title to the Property by deed of and encumbrances, except as otherwise indicated herein, and e of record which do not render the title unmarketable. If a defect is
_			Initial
rac	ge 1 of 2		Initial

found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within sixty (60) days after notice of such defect is given to Seller, Seller shall be considered in default and this Contract may be terminated by either the Seller or the Purchaser. In such event, Seller shall be responsible for payment to the Auctioneer of its commission and all costs and expenses of said sale, and the deposit shall be returned to the Purchaser.

- 12. **LAND USE ASSESSMENT:** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Purchaser shall pay any rollback taxes assessed.
- 13. <u>RISK OF LOSS:</u> All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of damage to the Property before Settlement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and pay over to the Purchaser any sums received as a result of such loss or damage
- 14. MECHANIC'S LIEN NOTIFICATION NOTICE: Virginia law (Va. Code Ann Section 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

- 15. ASSIGNABILITY: This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.
- 16. **GOVERNING LAW:** This agreement is made in the Commonwealth of Virginia and shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.
- 17. **SEVERABILITY:** If any provisions herein shall be legally unenforceable or in the event that a Court of competent jurisdiction shall deem any of the provisions contained in this contract invalid or unenforceable, they shall be deemed severed from the other provisions of this contract, and the remaining provisions shall, nevertheless, be valid and enforceable and continue in full force and effect. The invalidity or the unenforceability of any particular provision of this contract shall not effect the other provisions hereof and the contract shall be construed in all respects as though such invalid or unenforceable provisions were omitted.
- 18. **ENTIRE AGREEMENT:** This contract contains the entire understanding between the parties with reference to the matters contained herein, and there are no terms, conditions, warranties, or representations other than those contained herein and no amendments hereto are valid unless made in writing and signed by both of the parties hereto.
- 19. **NOTICES:** All notices and other communications hereunder in connection herewith shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and first-class postage prepaid to the following addresses:

Purchaser:

			_				
20.	CONTRACT BINDING: Ex	ccept as herein otherwise prov	rided to the contrary, t	this agreement shall be bing	ding upon and inure to		
		gnatory hereto, their personal					
21.	. <u>SUCCESSORS AND ASSIGNS:</u> No party shall assign or transfer any rights under or interest in (including, but without limitation monies that may become due or monies that are due) this contract without the written consent of the other. Unless specificall stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from an duty or responsibility under this contract.						
22.	2. <b>EXCLUSIVE BENEFIT:</b> Nothing under this contract shall be construed to give any rights or benefits in this contract to anyone other than the parties hereto, and all duties and responsibilities undertaken pursuant to this contract will be for the sole and exclusive benefit of the parties hereto and not for the benefit of any other party.						
23.	3. <b>PRIOR AGREEMENTS:</b> This contract supersedes any and all other understandings or agreements between the parties, either oral or in writing, with respect to the subject matter hereof.						
24.	NO GUARANTEE: Neither Auctioneer nor any agent or representative of Auctioneer guarantees or warrants any bid amount offer or selling price for the Property. The Parties agree that no appraisal of value made for the Property has any relevance to the bid amount, offer amount or selling price that may be realized in the auction or otherwise during this Agreement.						
25.	<u>DISPUTES:</u> Any dispute between the Auctioneer or the Seller or the Purchaser will be dealt with through arbitration Spotsylvania County Virginia as the sole and exclusive venue.				through arbitration in		
26.	<ol> <li>FULL UNDERSTANDING: The parties hereto declare and acknowledge that each has read and fully understands the terms see forth in this Contract.</li> </ol>						
WIT	NESS the following signatu	res and seals:					
AUCTIONEER:		SELLER:		PURCHASER:			
NICHOLLS AUCTION			(SEAL), indiv.		(SEAL), indiv.		
MARKETING GROUP INC., a Virginia corporation			(SEAL), indiv.	<del> </del>	(SEAL), indiv.		
By:							
Title:		CORPORATION:	( //	CORPORATION:	(		
SELLER'S ATTORNEY:		Corporate Name	9	Corporate	Name		
		By:		By:			
		Title:		Title:			
Phone		Telephone:		Telephone:			
Email				Cell:			

Seller:

Alternate Telephone: \_

Email: \_

40 Carriage Hill Lane Fredericksburg, VA 22407 www.nichollsauction.com info@nichollsauction.com



Phone: 540-898-0971 Fax: 540-301-5883 Toll Free: 888-357-2814

ADDENDUM TO REAL ESTATE CONTRACT OF PURCHASE

REFERENCE IS HEREBY MADE to the Real Estate Contract of Purchase dated, between				
	("Seller") and			
		(#D		
Nicholls Auction Marketing Group Inc.,	a Virginia corporatio	n, ("Auctioneer") regarding the sale of property located at		
erty Information Packet associated with t	he above-referenced			
all investigations, inspections and any oth	ner due diligence Buye	S, with all FAULTS" and that the Buyer has conducted any and er deems appropriate. Buyer therefore acknowledges that the ements have been made with the Seller and Nicholls Auction		
Buyer and Seller also acknowledge that TIONS contained in the Property Information		erstand and will comply with the attached TERMS & CONDI-		
Seller	Date	_		
Buyer	Date			
Nicholls Auction Marketing Group	Date			

Attachment 1 - Terms and Conditions



#### RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

#### ACKNOWLEDGEMENT BY SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) requires the owner of certain residential real property—whenever the property is to be sold or leased with an option to buy—to provide notification to the purchaser of any disclosures required by the Act and to refer the purchaser to the Real Estate Board website referenced below for additional information.

Certain transfers of residential property are excluded from this requirement (see § 55-518).

PROPERTY ADDRESS/ LEGAL DESCRIPTION:						
The purchaser is advised to consult the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT webpage (http://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures) for important information about disclosures required by law that may affect the buyer's decision to purchase the real property described above.						
Disclosure Act (§ 55-517 et seq. of	ification as required under the Virginia Residential Property f the <i>Code of Virginia</i> ) and, if represented by a real estate or ther acknowledges having been informed of the rights and					
Owner	Owner					
Date	Date					
under the Virginia Residential Pro Virginia). In addition, if the purcha represented by a real estate licensee purchaser further acknowledges hav Act.	pledges receipt of notification of disclosures as required operty Disclosure Act (§ 55-517 et seq. of the <i>Code of</i> aser is (i) represented by a real estate licensee or (ii) not but the owner is so represented as provided in § 55-523, the ring been informed of the rights and obligations under the					
Purchaser	Purchaser					
Date	Date					