



ONLINE ONLY REAL ESTATE AUCTION

3BR / 2BA Home w/Outbuildings on 2+/- Acres
Online Only Bidding

Bidding Begins Closing on Tuesday, May 16 at 1 pm

3711 Braxton Road, Drakes Branch, VA 23937

For information contact: Sid Smyth, Auction Coordinator 434.955.0708

Nicholls Auction Marketing Group

Corporate Office: (888) 357-2814

Offices through out Virginia to meet your needs

VAAF #729

On the web at: www.nichollsauction.com

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

**3711 Braxton Road
Drakes Branch, VA 23937**

Description

ONLINE ONLY BIDDING. 3 BR/2 BA Home w/pole barn and other outbuildings on 2.04 +/- acres in Lunenburg County, VA--Only \$20,000 Starting Bid!! Bidding Closes on Tuesday, May 16 at 1pm--Bid NOW.

The owners have relocated to North Carolina, and they have contracted us to market and sell this solid home at ONLINE ONLY auction. This great property and its handy outbuildings would make an excellent primary residence or investment property--Bid Online and Make it Yours.

This property will be offered via ONLINE ONLY AUCTION. Please bid early and often and understand that bidding begins to close on Tuesday, May 16, 2017 at 1pm Eastern.

- 3 BR/2 BA 1,800 +/- sf. home on 2.04 +/- acres in Lunenburg County, VA
- Eat-in kitchen; living room; large entertainment room; utility room; large 2 car attached garage
- Well and conventional septic system; electric baseboard heat and outdoor wood furnace
- Pole barn and several other outbuildings
- Tax Map: 28-A-38; Deed Book: 273/226; Zoned: AG; home built in 1939/1970 and is aluminum & vinyl sided
- Only \$20,000 Starting Bid.

Date & Time

ONLINE ONLY AUCTION. Please bid early and often and understand that bidding begins to close on Tuesday, May 16, 2016 at 1 pm Eastern.

Property Inspection

Please contact Sid Smyth for more information (434) 955-0708.

Earnest Money

\$5,000 deposit due immediately after confirmation of final bid. Deposit must be in the form of a cashiers check/certified check or wire transfer.

Closing

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

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 5/15/17, 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.

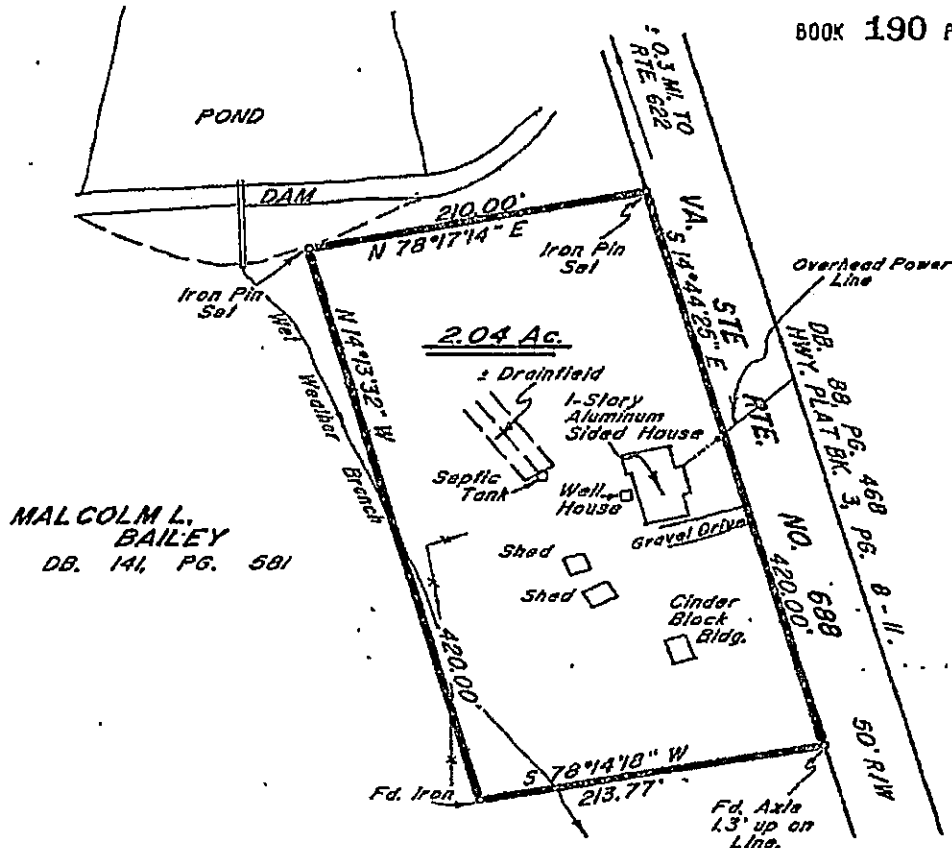
Can't Attend?

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

- 1.
- 2.
- 3.

BOOK 190 PAGE 185

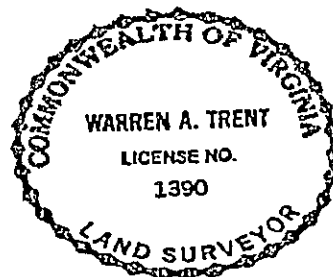


PLAT OF A PARCEL OF LAND CONTAINING 2.04 ACRES; BEING THAT PROPERTY DEvised TO CASSANDRA W. BERRY IN WILL BOOK 27, PAGE 427, (SEE ALSO DEED BOOK 104, PAGE 87); LOCATED IN THE REHOBOTH MAGISTERIAL DISTRICT OF LUNENBURG COUNT, VIRGINIA.

NOTES:

1. SEE TAX MAP NO. 28 - (A) - 38
2. LOCATION OF ALL UNDERGROUND IMPROVEMENTS SHOWN HEREON ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF BUT ARE APPROXIMATE ONLY.
3. THE PROPERTY SHOWN HEREON WAS SURVEYED WITHOUT BENEFIT OF A TITLE REPORT AND THEREFORE PLAT MAY NOT REFLECT ALL ENCUMBRANCES TO SAID PROPERTY.

For deed of Cassandra W. Berry,
 to Richard F. Lindsay,
 it is per Sub Book 190
 Page 182



DATE: MARCH 29, 1990

SCALE: 1" = 100'

FILE: 02590 - 042 - D, 4

Warren A. Trent
 WARREN A. TRENT PLS. NO. 1390
 TRENT LAND SURVEYING
 KEYSVILLE, VIRGINIA 23947

Terms & Conditions

Thank you for your interest in this property. Contact Sid Smyth if you need additional information (434-955-0708).

This online auction is a cash sale not contingent on or subject to financing, appraisal, survey, study period or inspections of any kind, as agreed to by bidders at registration prior to bidding, and specified in the Offer to Purchase and Contract. Property is sold in as-is condition with no warranties or guarantees of any kind.

Per the contract, "TIME IS OF THE ESSENCE," and you should proceed to closing immediately. You must close the transaction on or before 30 days from close of online auction and seller confirmation.

If your closing is delayed for any reason, by you, as purchaser, or other parties working on your behalf, including any lender you involve – you may be declared in breach of the contract, forfeit all deposits made, and could be additionally liable for any and all court costs, any price difference in a subsequent resale of the property, and all future auction costs incurred by the seller and Nicholls Auction Marketing Group, Inc.

Bid with confidence, but please do not delay your closing!

Terms & Conditions

Contract for Sale of Real Property: This property is offered under the specific terms provided in the contract. The Contract for Sale of Real Property is available at www.nichollsauction.com in the property information packet package located from within the "DOCUMENTS" section. Please read and review the contract thoroughly prior to bidding on any property. If you have not read and reviewed the Contract for Sale of Real Property, Do Not Bid!

Nicholls Auction Marketing Group, Inc. has the sole authority to resolve any bidding disputes as they may arise.

Bidder Verification: The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, Nicholls Auction Marketing Group, Inc. will reject the registration, and bidding activity will be terminated.

Online Terms: At the close of the auction, and seller confirmation, the successful bidder will be emailed the contract package to execute and return to Nicholls Auction Marketing Group, Inc. **The successful bidder will deposit \$5,000 in the form of cashier's check or wire transfer to Nicholls Auction Marketing Group, Inc.** The entirety of the remaining balance is due at closing. Purchaser shall be responsible for all wire transfer fees.

Buyer's Premium: A 10% buyer's premium will be added to the final bid price to determine the total contract price. 10% Buyer's Premium Example: Bid Price: \$100,000 Plus 10% Buyer's Premium: \$10,000 Total Contract Price: \$110,000

Contracts: Contract Packages will be sent by e-mail to the high bidder, who must execute and email, fax or overnight mail back to Nicholls Auction Marketing Group, Inc., within 48 hours of receipt. If the successful bidder does not execute and return their contract with earnest money deposit within 48 hours of receipt they will be considered in default and subject to legal action. This is a legal binding contract.

Auction Administrative Fee: In the event a winning bidder fails to submit the signed 'Contract for Sale of Real Property' and deposit earnest money as provided in the pre-stipulated Auction Terms, the winning bidder will be charged an administrative fee of \$10,000.00 on the credit card provided at auction registration. Additional default remedies are reserved by Nicholls Auction Marketing Group, Inc., and the Seller as provided in the Auction Terms & Conditions and the 'Contract of Purchase'. All administrative fees are non refundable.

Closing: Time being of the essence, these sales shall be closed on or before 30 days from close and confirmation of online auction. The purchaser will pay for all closing costs associated with the transaction.

Agency Disclosure: In all transactions, the auctioneer is acting as agent for the seller, not as buyer's agent. Nicholls Auction Marketing Group, Inc. reserves the right to remove or cancel the bids and or bidding rights and privileges of any party, deemed not to be in the best interest of the seller, at any time. At auctions with reserve, the seller and/or auctioneer reserves the right to bid.

Disclaimer: All information contained herein is believed to be correct to the best of the auctioneer's knowledge. The information is being furnished to bidders for the bidder's convenience and it is the responsibility of the bidder to determine that information contained herein is accurate and complete.

Any reliance on the contents shall be solely at the recipient's risk. Bidders must conduct and rely solely upon their own investigations and inspections. The property is being sold 'AS IS' with any and all faults. Please review all information supplied, and seek appropriate assistance prior to bidding.

Broker Participation: Pre-approved (no later than 5 pm (Eastern) 5/15/17) broker participation is well compensated. Broker must fill out and submit broker participation form by time stated above and adhere to all rules in order to be compensated.

Technical Issues: Neither the company providing the software nor the auction company shall be held responsible for a missed bid or the failure of the software to function properly for any reason. The online bidding will begin to close on Tuesday, May 16, 2017 @ 1:00pm (Eastern Time). If there is bidding in the last few minutes before the auction closes, extended bidding will commence. If there are no bids within 2-3 minutes, the auction will end. This procedure prohibits any last second 'sniping' from taking place. Please contact Tim Peters @ 540-271-3613 if you need assistance with the online bidding platform.

Broker Participation Terms

Auction Date: May 16, 2017

Property Address: 3711 Braxton Road, Drakes Branch, VA

A commission of 20% of the 10% Buyer's Premium charged or 20% of any negotiated commission will be paid to any properly licensed real estate broker whose Buyer/Bidder is the successful purchaser for this property, and who actually closes and pays the total Contract Price and Closing Costs for this property. It is understood and agreed that the Broker commission structure will be based on the stated terms and conditions of sale.

To earn the foregoing commission: Participating broker must register his/her buyer/bidder by filling out the broker registration form in full on the Nicholls Auction Marketing Group website and must file the registration form electronically from the website or e-mail it to Nicholls Auction Marketing Group to be received no later than 5:00 pm Eastern, the 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 pm Eastern on the day prior to the auction. Send form to: Nicholls Auction Marketing Group, 40 Carriage Hill Lane, Fredericksburg, VA 22407. E-mail: info@nichollsauction.com

Broker agrees that Broker will not claim any exceptions to the foregoing procedures.

Broker agrees that no oral registration will qualify Broker for commission, and no broker forms will be accepted at the auction site.

Broker agrees that if the commission is reduced due to negotiations between buyer and seller the commission to the broker shall be 20% of total commission earned.

Broker agrees that Broker's commission will be due upon closing of the purchase by his Buyer/Bidder with all consideration paid in full.

Broker/Agent must accompany their buyer/bidder to the auction.

Broker shall not be entitled to said commission on account of any sale to an entity of which (or any affiliate of which) the broker is a principal, employee, or affiliate, or immediate family member.

Broker agrees that he/she shall hold harmless and indemnify Nicholls Auction Marketing Group, including its reasonable attorney's fees, from any and all claims with regard to such commission.

Broker must attach a copy of these terms, executed by the Broker below, with each registration.

I agree to the terms set forth herein.

_____ Printed Name: _____

Broker's Initials _____

BROKER PARTICIPATION ACKNOWLEDGMENT FORM

DATE: _____ REMIT TO: Nicholls Auction Marketing Group – 40 Carriage Hill Lane,
Fredericksburg, VA 22407. E-mail: info@nichollsauction.com

Name of Broker/Agent: _____

Name of Company: _____

Phone Number & E-mail Address: _____

Address of Auction Property: _____

Name of Bidder and Contact Info.: _____

Broker/Agent Signature _____ Date _____

Real Estate License No. _____

Bidder's Signature: _____ Date _____

*Bidder/Buyer acknowledges that he/she understands the Broker Participation Terms, and if Bidder/Buyer is the successful purchaser at the auction and successfully closes the transaction, said broker will receive a commission from the sale. 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 pm Eastern on the day prior to the auction.

**ALL BROKER PARTICIPATION FORMS
MUST BE RECEIVED NO LATER THAN 5:00 PM (Eastern)
THE DAY PRIOR TO THE AUCTION!!**

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

REAL ESTATE CONTRACT OF PURCHASE

THIS CONTRACT of purchase made this _____ day of _____, _____, by and between _____

(hereinafter called "Seller"), and _____

(hereinafter called "Purchaser"), and Nicholls Auction Marketing Group, Inc., a Virginia corporation (hereinafter called "Auctioneer").

That, for and in consideration of the hereinafter contained mutual promises other good and valuable consideration, the parties do hereby agree as follows:

- 1. **REAL PROPERTY:** Seller shall sell and convey and Purchaser shall purchase all that certain Real Estate (hereinafter the "Real Estate") with all rights and privileges thereto appurtenant and all buildings and improvements thereon situate, lying and being in _____ Magisterial District, _____, Virginia, more particularly described as follows:

- 2. **CONDITION OF PROPERTY:** Specifically, Purchaser acknowledges that the property is sold "AS IS, with all FAULTS" and that the Purchaser has conducted any and all investigations, inspections and any other due diligence Purchaser deems appropriate. Purchaser therefore acknowledges that the Purchaser accepts the property "AS IS" unless other written arrangements have been made with the Seller and Auctioneer. _____ Initial
- 3. **PURCHASE PRICE:** The purchase price of the Real Estate is \$ _____
+ \$ _____ (Buyers Premium) = \$ _____
as determined by public auction by Auctioneer held of even date herewith, **PAYABLE IN CASH ON OR BEFORE** _____.
- 4. **DEPOSIT:** Purchaser has paid a deposit (hereinafter "the deposit") to Auctioneer in the amount of \$ _____ with the signing of this contract, which represents _____ percent (_____%) of the purchase price. The deposit shall be held in escrow in a non-interest bearing account by Auctioneer and then applied to the purchase price at settlement less Auctioneer's commission and all costs and expenses of sale. In the event Purchaser breaches this Contract, the deposit shall be paid to Seller, less Auctioneer's commission and all costs and expenses of sale, but such payment shall not preclude any other remedies available to Seller for such breach. If this Contract is not consummated and dispute exists between Seller and Purchaser, the deposit shall be held in escrow by the Auctioneer until Seller and Purchaser have agreed to the disposition thereof, or a court of competent jurisdiction orders disbursement. _____
- 5. **AUCTIONEER'S COMMISSION / BUYERS PREMIUM:** Auctioneer shall be paid from the deposit a commission of _____ percent (_____%) of the purchase price or \$ _____ plus all costs and expenses of sale.
- 6. **SETTLEMENT AND POSSESSION:** Settlement shall be made at _____
on or before _____ days from the date hereof. Possession shall be given at settlement, unless otherwise agreed in writing by the parties hereto. TIME IS OF THE ESSENCE. _____ Initial
- 7. **DEFAULT:** Seller and Purchaser agree that Auctioneer was the sole procuring cause of this Contract of Purchase. If either Seller or Purchaser defaults under this Contract of Purchase, such defaulting party shall be liable for the commission of Auctioneer and for any expenses incurred by the nondefaulting party and by Auctioneer, such expenses including their respective attorney's fee, advertising expenses, and labor, if any, in connection with this transaction and the enforcement of such Contract.
- 8. **RESIDENTIAL PROPERTY DISCLAIMER:** The Virginia Residential Property Disclosure Act (Section 55-517 through 55-525 of the Code of Virginia) requires Seller of a certain residential property to furnish the Purchaser a property disclosure statement in a form provided by the Real Estate Board. This Real Estate is sold and is to be conveyed in AS IS CONDITION.
- 9. **PROPERTY OWNERS' ASSOCIATION DISCLOSURE:** Seller represents that the Property (check as applicable) is _____ is not _____ located within a development which is subject to the Virginia Property Owners' Association Act (Section 55-508 et seq. of the Code of Virginia). If the Property is within such a development, the Act requires Seller to obtain from the property owners' association an association disclosure packet and provide it to Purchaser. Purchaser may cancel this contract within three (3) days after receiving the packet or being notified that the association disclosure packet will not be available. The right to receive the association disclosure packet and the right to cancel this contract are waived conclusively if not exercised before settlement.
- 10. **FEES:** Fees for the preparation of the Deed, that portion of the Settlement Agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees and any other proper charges assessed to Seller will be paid by Seller. Fees for the title exam (except as otherwise provided) survey, recording (including those for any purchase money trusts) and that portion of the Settlement Agent's fee billed to Purchaser, Purchaser's legal fees and any other proper charges assessed to Purchaser will be paid by Purchaser. Fees to be charged will be reasonable and customary for the jurisdiction in which the Property is located. (Recording, Transfer and Grantor's Taxes are covered in the appropriate jurisdiction addenda).
- 11. **TITLE:** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by deed of _____ warranty and free of all liens, defect and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not render the title unmarketable. If a defect is _____ 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. **RISK OF LOSS:** 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:

Seller: _____

Purchaser: _____

20. **CONTRACT BINDING:** Except as herein otherwise provided to the contrary, this agreement shall be binding upon and inure to the benefit of the parties signatory hereto, their personal representatives, successors and assigns. _____ Initial _____ Initial
21. **SUCCESSORS AND ASSIGNS:** 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 specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract.
22. **EXCLUSIVE BENEFIT:** 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. **PRIOR AGREEMENTS:** 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. **DISPUTES:** Any dispute between the Auctioneer or the Seller or the Purchaser will be dealt with through arbitration in Spotsylvania County Virginia as the sole and exclusive venue.
26. **FULL UNDERSTANDING:** The parties hereto declare and acknowledge that each has read and fully understands the terms set forth in this Contract.

WITNESS the following signatures and seals:

AUCTIONEER:	SELLER:	PURCHASER:
NICHOLLS AUCTION	_____ (SEAL), indiv.	_____ (SEAL), indiv.
MARKETING GROUP INC.,	_____ (SEAL), indiv.	_____ (SEAL), indiv.
a Virginia corporation	_____ (SEAL), indiv.	_____ (SEAL), indiv.
By: _____	_____ (SEAL), indiv.	_____ (SEAL), indiv.
Title: _____	CORPORATION:	CORPORATION:
SELLER'S ATTORNEY:	_____ Corporate Name	_____ Corporate Name
_____	By: _____	By: _____
_____	Title: _____	Title: _____
Phone _____	Telephone: _____	Telephone: _____
Email _____	Email: _____	Cell: _____
		Alternate Telephone: _____
		Email: _____

40 Carriage Hill Lane
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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 _____

_____ (“Buyer”) and

Nicholls Auction Marketing Group Inc., a Virginia corporation, (“Auctioneer”) regarding the sale of property located at

_____.

All parties acknowledge that they are bound by the terms, conditions, representations and statements contained in the Property Information Packet associated with the above-referenced property.

Specifically, Buyer acknowledges that the property is sold “AS IS, with all FAULTS” and that the Buyer has conducted any and all investigations, inspections and any other due diligence Buyer deems appropriate. Buyer therefore acknowledges that the Buyer accepts the property “AS IS” unless other written arrangements have been made with the Seller and Nicholls Auction Marketing Group.

Buyer and Seller also acknowledge that they have read, understand and will comply with the attached TERMS & CONDITIONS contained in the Property Information Packet.

Seller Date

Buyer Date

Nicholls Auction Marketing Group Date

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT
NOTICE TO 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 furnish this form to the purchaser and to refer the purchaser to a Virginia Real Estate Board website for additional information.

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

Property Address/

Legal Description: _____

The owner makes no representations with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page. The purchaser is advised to consult the website (http://www.dpor.virginia.gov/News/Residential_Property_Disclosures/) for important information about the real property.

The undersigned owner(s) represents that there are no pending enforcement actions pursuant to the Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent, and sanitary living conditions of the real property described above of which the owner has been notified in writing by the locality, nor any pending violation of the local zoning ordinance which the violator has not abated or remedied under the zoning ordinance, within a time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as disclosed on this statement.

The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of rights and obligations under the Virginia Residential Property Disclosure Act.

_____	_____	_____	_____
Owner	Date	Owner	Date

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

_____	_____	_____	_____
Purchaser	Date	Purchaser	Date

40 Carriage Hill Lane
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info@nichollsauction.com



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

DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- _____
- (ii) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
- _____
- (ii) ☐ Seller has no records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGEMENT (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- (e) _____ Purchaser has (check (i) or (ii) below):
- (i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

AGENT'S ACKNOWLEDGEMENT (initial)

- (f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date