Property Information Packet of:

Seller: Estate of James Turpin

Address:
3807 New Hope road
Princeton, WV 24739

Bever Pond District

Tax Map# 6 Parcel 79.3 & 79.4

Description:
PT LOTS 11-12 HAGER SD
&
LOTS 13 TO 17 HAGER SD

1 stories
1248 Square Feet
5 rooms
3 Bedrooms
1 full bath
1 half bath
Electric

Built: 1962

What will Convey:
Fee Simple General Title to Real Estate

SOLD AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY
AND
NOT SUBJECT TO CONTIGENCIES

POTENTIAL BUYERS ARE RESPONSIBLE FOR ALL INSPECTIONS TO BE COMPLETED BEFORE DATE OF AUCTION

BIDDERS MUST HAVE A BANK LETTER OR CREDIT TO BID UNLESS WAIVED AT AUCTIONEER'S SOLE DISCRETION ON INDIVIDUAL BASIS

<u>See Bidder Terms and Conditions Attached</u>
<u>Announcements on the day of Auction supersede all other terms and conditions.</u>

Twin City Auction Co. LLC
Eric Crawford, Auctioneer #2036
Omar J. Aboulhosn, Contract Auctioneer #2390

BIDDERS MUST HAVE A BANK LETTER OR CREDIT TO BID UNLESS WAIVED AT AUCTIONEER'S SOLE DISCRETION ON INDIVIDUAL BASIS

IMPORTANT PROPERTY FACTOR	Both parcels are identified by the West Virginia assessment system as being in a high-risk flood hazard area.

TWIN CITY AUCTION CO. LLC

REAL ESTATE | ESTATES | LIQUIDATIONS | CONSIGNMENTS

1120 Bluefield Ave, Bluefield, WV 24701 | (304) 320-5883 | info@twincityauctionco.com

twincityauctionco.com | WV #2036 | VA #2907004819

Bidder No. _____

ON SITE AUCTION REGISTRATION

Please complete and bring to the auction
This form must be filled out completely to receive a bidder card. Also, bring your Government issued identification and funds (cash, personal/business/cashiers check) for the Required down payment.

1. Print your current mailing address and contact information.

Name _____ Cell Phone _____

Address _____ Daytime Phone _____

City/State/Zip _____ Email Address _____

Please return this completed registration and present your driver's license and signature, which will be recorded herein, electronically or otherwise, and will be utilized for originating all documents and shall constitute your full and final agreement to the terms and conditions here, the Terms of Sale, and acceptance of the contract with addenda (distributed for this sale and incorporated herein) if you are recognized by the Auctioneer as the "High Bidder" at the final recorded bid price.

DO NOT BID UNTIL YOU HAVE READ AND AGREED TO BE BOUNDBY THE REFERENCED TERMS OF SALE, CONTRACT AND ITS ADDENDA AND THE TERMS FOR BIDDING. (located on the next page).

By signing below, Bidder acknowledges reading and understanding these terms and conditions as well as the referenced Contract and its Addenda and agrees to be bound by the Terms of Sale and Contract incorporated by reference herein if the Buyer is recognized as the high bidder by the Auctioneer. Bidder agrees and understands that information provided on this form may be used for marketing purposes.

Twin City Auction Co., LLC represents the Seller only in this transaction.

Signature _____

Date _____

Terms for Bidding

Please note, this page is for your reference only and does not need to be printed or brought to the auction.

Thank you for participating in today's auction. It is important that you familiarize yourself with the terms of the sale, as buying real estate at auction is final and irrevocable, subject only to Seller/Court Approval. The terms of sale are not subject to change or negotiation after the fact. Good luck and Good bidding.

THIS IS A BINDING CONTRACT. BY SIGNING THIS PAPER AND BIDDING IN THE AUCTION, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS, INCLUDING THE CONTRACT FOR SALE, AND TO PAY ALL SUMS REQUIRED UNDER THE CONTRACT. A BUYER'S PREMIUM WILL APPLY TO THIS PROPERTY. PROPERTY IS AUCTIONED SUBJECT TO SELLER AND COURT CONFIRMATION, UNLESS DESIGNATED AS AN ABSOLUTE AUCTION. PLEASE REVIEW THE SALE DAY NOTES AND LISTEN TO THE AUCTIONEER FOR SPECIFICS.

1. DO NOT BID unless you have read the Terms for Bidding, Bidder Terms and Conditions, Contract for this sale, including all Addenda and disclosures (the "Contract") and acknowledge this is a CASH, AS IS auction, subject to down payment requirements, buyer closing fees. By bidding, you are representing to Twin City Auction Co., LLC (Auctioneer) and the Seller that you have read and agree to be bound by the terms and conditions for this sale as stated in the Contract. If you do not agree with the Terms of Sale or any of the terms and conditions stated in the Contract for this sale you must not bid or you will be bound by those terms and conditions. Please see the Sale Day Notes, Terms of Sale, Contract for Sale and/or the Auctioneer for specifics about each property.

2. YOU ARE ON THESE PREMISES AT YOUR OWN RISK. Auctioneer, Broker and Seller, their agents and employees, expressly disclaim any "invitee" relationship and shall not be liable to any person for damages to their person or property while in, on or about these premises, or while attending open public inspections, nor shall they be liable for hidden defects, dangers or conditions. All persons are on the premises at their own risk and shall defend, indemnify and save harmless Auctioneer, Broker and Seller from any and all liability attendant thereto.

3. THE AUCTION WILL BE CONTROLLED BY THE AUCTIONEER. The Auctioneer reserves the right to reject any bid which is only a fraction advance over the preceding bid, to regulate bidding and to accept or reject any and all bids. Any and all decisions of the Auctioneer regarding the conduct of the auction shall be final and absolute without liability to any party.

4. YOU WILL BE LIABLE FOR ANY LAWFUL OR DAMAGING CONDUCT. The Auctioneer will receive bids, at her discretion, from any bidders who conduct themselves in an orderly manner. Any person who bids in bad faith, has a history of bidding in bad faith, is drunken or acts in a boisterous manner that is disruptive to the auction will not be permitted to bid, will be required to leave the auction premises and will be held liable to the Seller and/or Auctioneer for any damages caused including without limitation defamation, slander or trespass. If a bidder breaches any of these terms for bidding, Seller and/or Auctioneer shall be entitled to reimbursement of all reasonable attorney's fees and expenses incurred as a result of such breach and may be excluded from future auctions.

Parcel

Parcel Details

Account Number	06266239
Parcel ID	02 6007900030000
District, Map, Parcel	02-6-79.3
District	02
Map	6
Parcel	79.3
Parcel Address	ROUTE 20
Legal Description	PT LOTS 11-12 HAGER SD
Map Card	View Map Card

Owner

Name And Mailing Address	TURPIN JAMES R & BETTY 3807 NEW HOPE RD PRINCE-TON, WV 24739
Deed Book	452
Deed Page	0622
Tax Class	2
Tax Year	2026

Land

Neighborhood	0420
Farm Use	No
Land Use	Residential 1 Family
Plat Reference	
Utilities	Public Water | Public Sewer | N/A
Homestead	Homestead

Values

Appraised - Land Value	$9,800
Appraised - Building Value	$97,600
Appraised - Total Value	$107,400
Assessed - Land Value	$5,880
Assessed - Building Value	$58,560
Assessed - Total Value	$64,440
Homestead / Disability	Homestead

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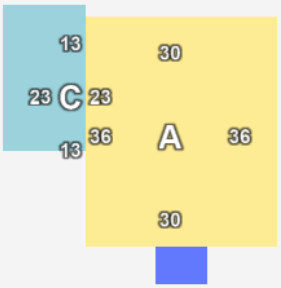
Dwellings

Dwelling #1

Year Built	1962
Stories	1
SqFt - Living Area	1248
Finished Basement Area	168
Total Rooms	5
Bedrooms	3
Full Bathrooms	1
Half Bathrooms	2
Additional Fixtures	2
Total Fixtures	7
Attic	None
Exterior Walls	Brick
Heating	Central A/C
Heating Fuel	Electric
Fireplaces	0

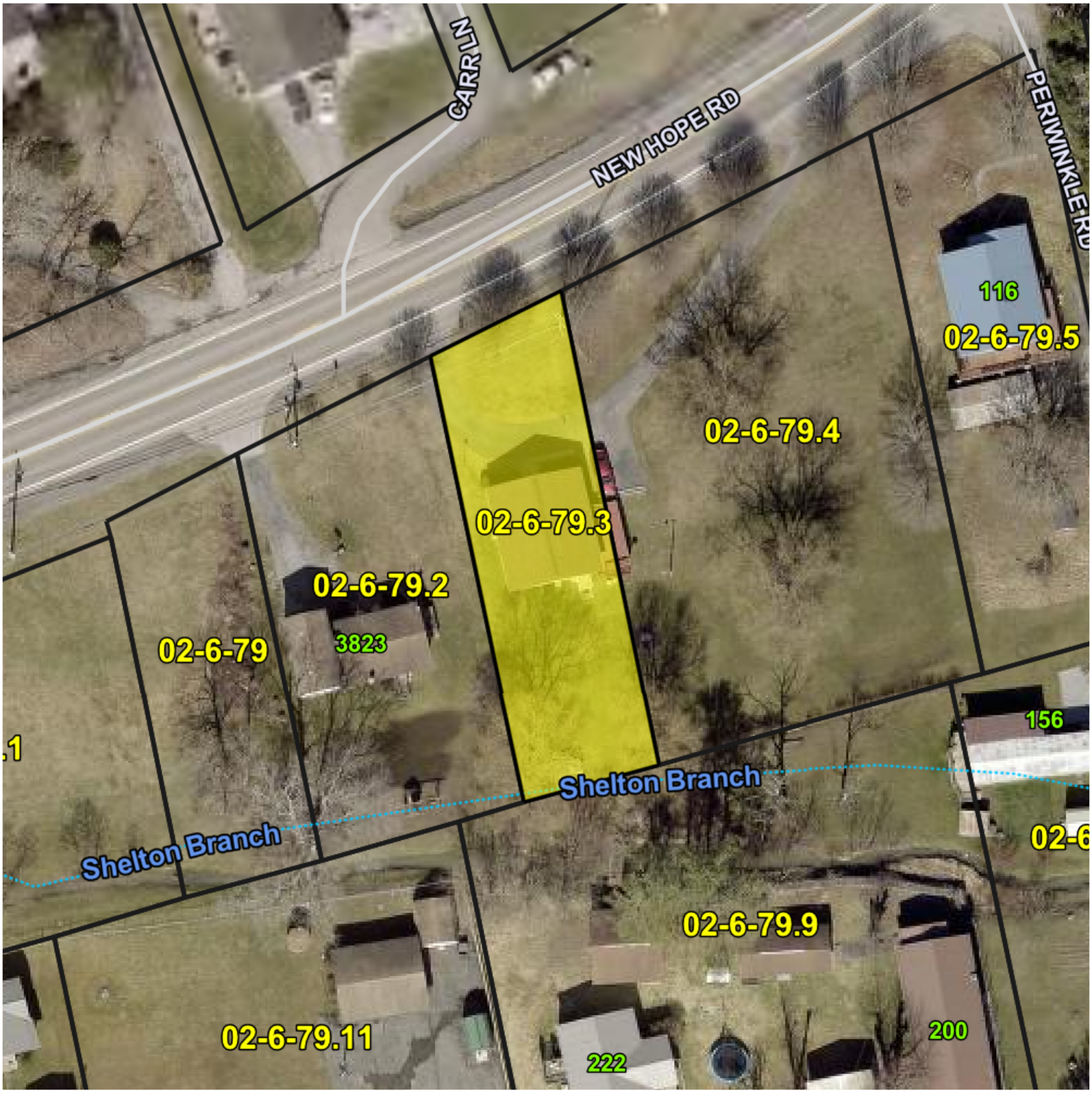
Dwelling Sketch



Sales

No Sales Data

Map


CARR LN
NEW HOPE RD
PERWINKLE RD
116
02-6-79.5
02-6-79.4
02-6-79.3
02-6-79.2
3823
02-6-79
.1
156
Shelton Branch
Shelton Branch
02-6
02-6-79.9
02-6-79.11
222
200

© 2026 IASW

Parcel

Parcel Details

Account Number	06266248
Parcel ID	02 6007900040000
District, Map, Parcel	02-6-79.4
District	02
Map	6
Parcel	79.4
Parcel Address	ROUTE 20
Legal Description	LOTS 13 TO 17 HAGER SD
Map Card	View Map Card

Owner

Name And Mailing Address	TURPIN JAMES R & BETTY 3807 NEW HOPE RD PRINCE-TON, WV 24739
Deed Book	425
Deed Page	0614
Tax Class	2
Tax Year	2026

Land

Neighborhood	0420
Farm Use	No
Land Use	Residential Vacant Land
Plat Reference	
Utilities	Public Water | Public Sewer | N/A
Homestead	None

Values

Appraised - Land Value	$3,100
Appraised - Building Value	$0
Appraised - Total Value	$3,100
Assessed - Land Value	$1,860
Assessed - Building Value	$0
Assessed - Total Value	$1,860
Homestead / Disability	None

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Dwellings

No Dwelling Data

Sales

No Sales Data

Map

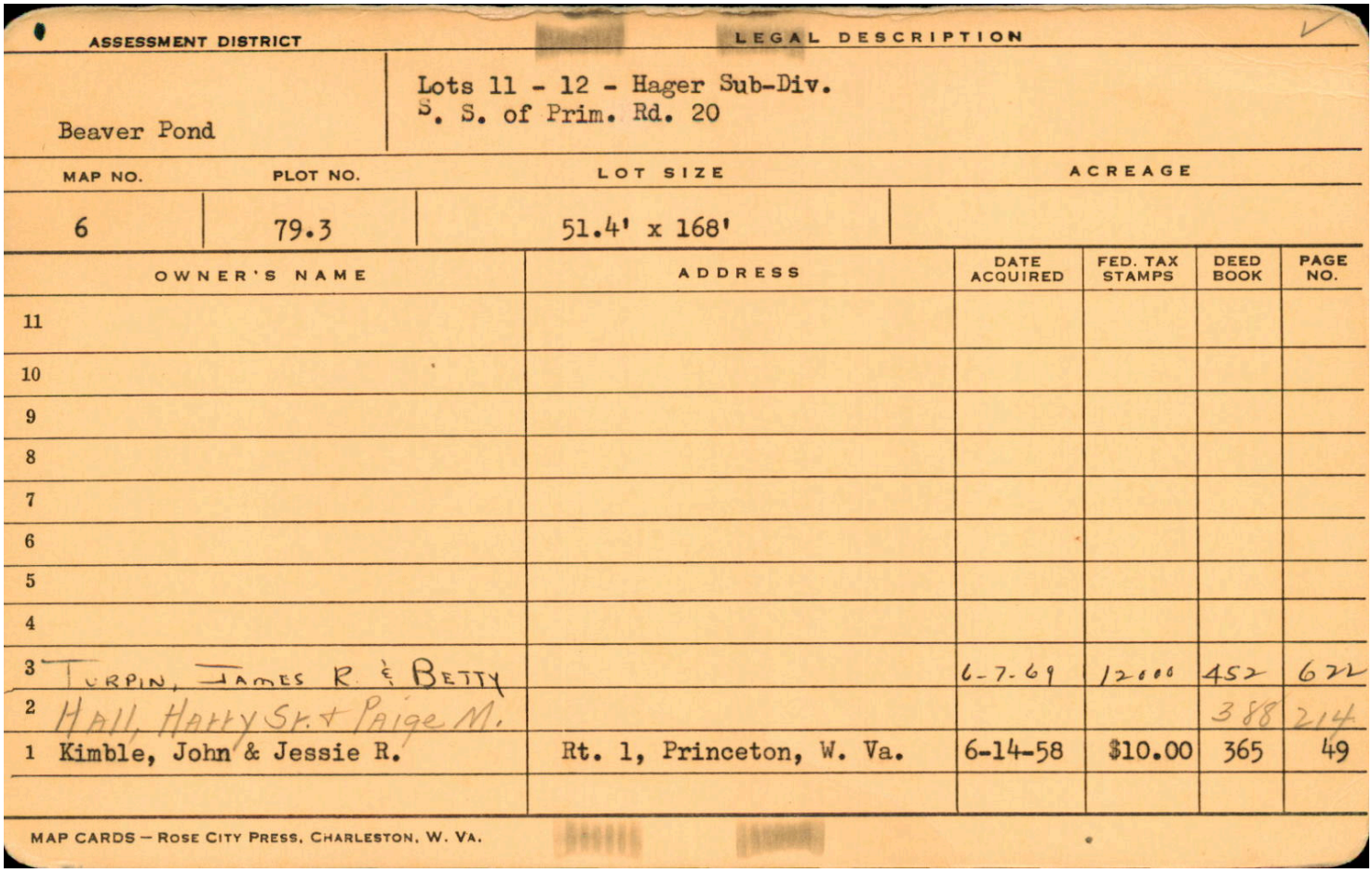


Mercer County Assessor's Office Map Card Viewer

For copies of map cards, please visit the Assessor's office.

District
02 - Beaver Pond

Map/Parcel
0006 0079-0003 Show



ASSESSMENT DISTRICT: Beaver Pond

LEGAL DESCRIPTION: Lots 11 - 12 - Hager Sub-Div. S. S. of Prim. Rd. 20

MAP NO.	PLOT NO.	LOT SIZE	ACREAGE
6	79.3	51.4' x 168'	

	OWNER'S NAME	ADDRESS	DATE ACQUIRED	FED. TAX STAMPS	DEED BOOK	PAGE NO.
11						
10						
9						
8						
7						
6						
5						
4						
3	Turpin, James R. & Betty		6-7-69	12000	452	622
2	Hall, Harry Sr. + Paige M.				388	214
1	Kimble, John & Jessie R.	Rt. 1, Princeton, W. Va.	6-14-58	$10.00	365	49

MAP CARDS — ROSE CITY PRESS, CHARLESTON, W. VA.

Annotations

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Mercer County Assessor's Office Map Card Viewer

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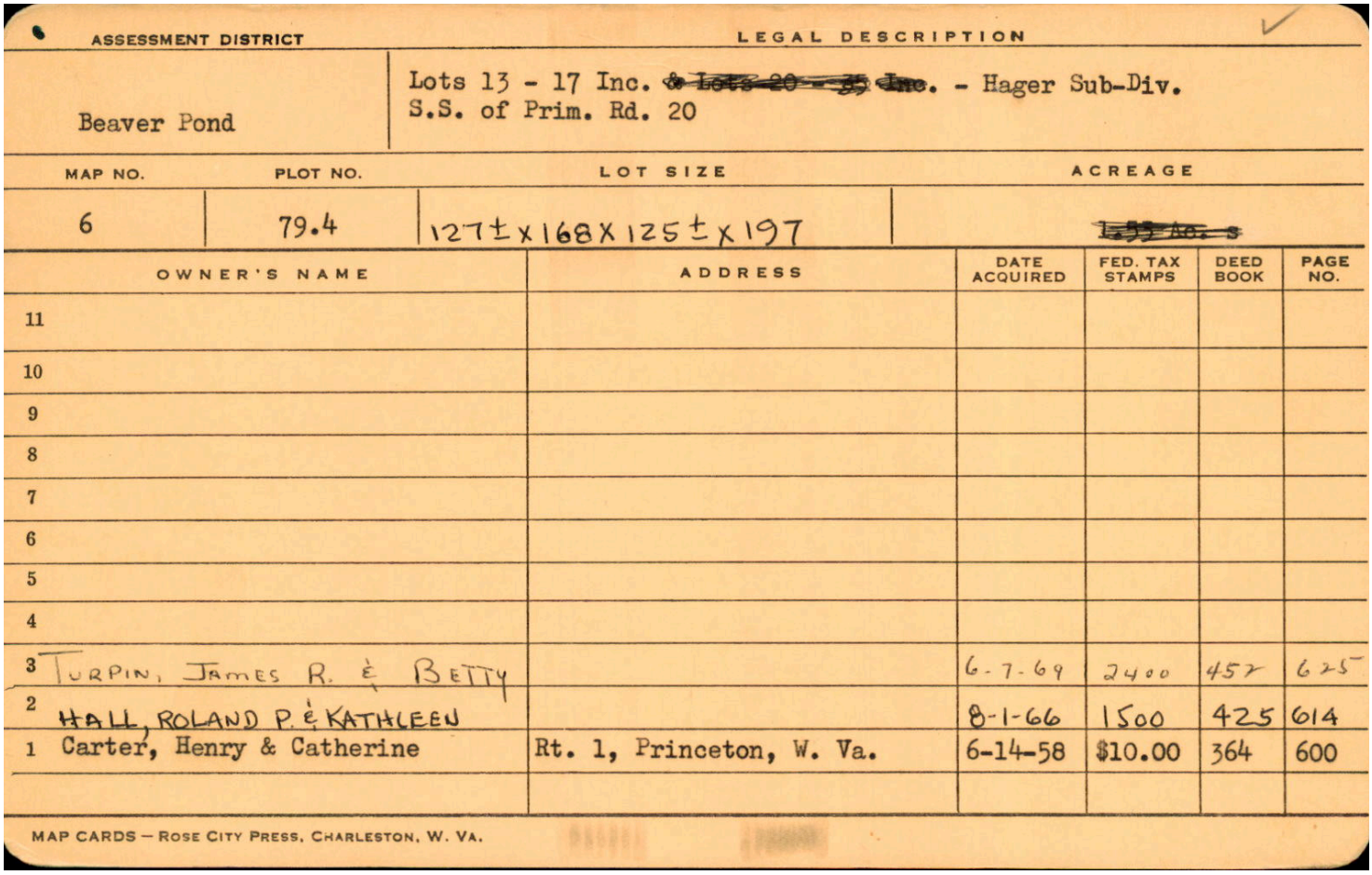
District
02 - Beaver Pond

Map/Parcel
0006 0079-0004 Show



ASSESSMENT DISTRICT	LEGAL DESCRIPTION
Beaver Pond	Lots 13 - 17 Inc. ~~& Lots 20 - 25 Inc.~~ - Hager Sub-Div. S.S. of Prim. Rd. 20

MAP NO.	PLOT NO.	LOT SIZE	ACREAGE
6	79.4	127± x 168 X 125± x 197	~~1.55 Ac.~~

	OWNER'S NAME	ADDRESS	DATE ACQUIRED	FED. TAX STAMPS	DEED BOOK	PAGE NO.
11						
10						
9						
8						
7						
6						
5						
4						
3	TURPIN, JAMES R. & BETTY		6-7-69	2400	457	625
2	HALL, ROLAND P. & KATHLEEN		8-1-66	1500	425	614
1	Carter, Henry & Catherine	Rt. 1, Princeton, W. Va.	6-14-58	$10.00	364	600

MAP CARDS — ROSE CITY PRESS, CHARLESTON, W. VA.

Annotations

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THIS DEED, made and entered into this the 7th day of June, 1969, by and between HARRY HALL, SR. and PAGIE M. HALL, his wife, parties of the first part, and JAMES R. TURPIN and BETTY J. TURPIN, husband and wife, parties of the second part,

W-I-T-N-E-S-S-E-T-H:

THAT, for and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration not herein specifically set forth, but hereby receipted for, the said parties of the first part do hereby grant, sell and convey unto the said JAMES R. TURPIN and BETTY J. TURPIN, husband and wife, jointly and by entireties, with covenant of General Warranty of Title and free of all liens and encumbrances, the following described real estate, with the improvements thereon:

All of those certain lots or parcels of land, situate on the Southerly side of the new right of way line of State Route No. 20, on the waters of Brush Creek, in Beaver Pond District, Mercer County, West Virginia, known and designated as Lots Nos. 11 and 12, as shown upon a Map of the same which Map bears the legend, "Hager Subdivision Part of Hager Dairy Farm, Near Princeton, Promoted by Ben Johnson Realty Company and Bob Smith Realty Company, 1958, Survey by C. J. Lilly, Hinton", and filed in the Office of the Assessor of Mercer County, West Virginia, in County Map Book No. 2, at page 96, which said Lots front 25 feet and 9 inches each on State Route No. 20, Lot No. 11 extending back on the West with the East side of Lot No. 10 for 160 feet, and

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Attorney-At-Law
PRINCETON, W. VA.

Lot No. 12 extending back on the East with the West side of Lot No. 13 for 168 feet and each of said lots being 25 feet, 3 inches in width on the rear, and being the same property which was conveyed to the said Harry Hall, Sr. and Pagie M. Hall, his wife, by John Kimble and Jessie R. Kimble, his wife, by Deed dated May 23, 1962 of record in the office of the Clerk of the County Court of Mercer County, West Virginia, in Deed Book No. 388, at page 214, to which Deed reference is here made for all pertinent purposes.

There is excepted and reserved from the operation of this conveyance the following:

Five hundred ninety five square feet off of the front of said lots which was conveyed to the State Road Commission of West Virginia, by John Kimble and Jessie R. Kimble, his wife, by Deed dated April 24, 1962, of record in said Clerk's office in Deed Book No. 387, at page 519.

An Easement over the above described property heretofore granted to Appalachian Electric Power Company.

It is agreed and understood between the parties hereto that the taxes lawfully assessed against the property herein conveyed for the year 1969 will be pro-rated between the said parties of the first part and the said parties of the second part.

It is distinctly understood that it is the purpose and intent of this instrument to create and vest in the said parties of the second part, who are husband and wife, estates in the aforesaid realty by entireties, to be held, used and enjoyed by them, jointly, throughout their joint lives or until terminated by their joint action, and in the survivor of the said parties of the second part, in fee simple absolute, free and absolved from any claim or right therein, by,

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Attorney-At-Law
PRINCETON, W. VA.

through or in behalf of the heirs, administrators, executors, devisees or assigns of the deceased joint tenant.

Under penalties of fine and imprisonment as provided by law, the Grantors hereby declare that the total consideration paid for the property conveyed herein is $12000.00.

WITNESS the following signatures and seals.

Harry Hall Sr. (SEAL)

Pagie M. Hall. (SEAL)

STATE OF WEST VIRGINIA,

County of Mercer, to-wit:

I, Cecil B. Linsky, a Notary Public within and for said County in the State aforesaid, do hereby certify that HARRY HALL, SR. and PAGIE M. HALL, his wife, whose names are signed to the foregoing and annexed writing, bearing date the 7th day of June, 1969, have this day acknowledged the same before me in my said County.

My commission expires December 12, 1977

Given under my hand this the 12th day of June, 1969.

Cecil B. Linsky
Notary Public, in and for
Mercer County, West Virginia.

$13.20 PROPERTY TRANSFER TAX STATE & COUNTY C 017354

$13.20 PROPERTY TRANSFER TAX STATE & COUNTY C 017364

$13.20 PROPERTY TRANSFER TAX STATE & COUNTY C 017374

This instrument prepared by:

W. ROBERT CARR
Attorney-At-Law
PRINCETON, W. VA.

WEST VIRGINIA:
IN MERCER COUNTY COURT CLERK'S OFFICE
this JUN 13 1969 11:26 AM
the foregoing writing was presented in said office and duly admitted to record therein.
Teste: Harriet E. Farley Clerk

THIS DEED, made and entered into this the 7th day of June, 1969, by and between ROLAND P. HALL and KATHLEEN HALL, his wife, parties of the first part, and JAMES R. TURPIN and BETTY J. TURPIN, husband and wife, parties of the second part,

W-I-T-N-E-S-S-E-T-H:

THAT, for and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration not herein specifically set forth, but hereby receipted for, the said parties of the first part do hereby grant, sell and convey unto the said JAMES R. TURPIN and BETTY J. TURPIN, husband and wife, jointly and by entireties, with covenant of General Warranty of Title and free of all liens and encumbrances, the following described real estate, with the improvements thereon:

"All those certain lots or parcels of land, situate on the southerly side of the new right of way line of State Route No. 20, on the waters of Brush Creek, in Beaver Pond District, Mercer County, West Virginia, and known and designated as Lots Nos. 13, 14, 15, 16 and 17, as shown upon a Map of the same which Map bears the legend, 'Hager Subdivision, Part of Hager Dairy Farm, Near Princeton, Promoted by Ben Johnson Realty Company and Bob Smith Realty Company, 1958, Survey by C. J. Lilly, Hinton,' and is filed in the office of the Assessor of Mercer County, West Virginia, in County Map Book No. 2, at page 96," and being the same property which was conveyed to the said Roland P. Hall and Kathleen Hall, his wife, by Henry Carter and Catherine Carter, his wife, by deed dated August 1, 1966, of record in

W. ROBERT CARR
Attorney-At-Law
PRINCETON, W. VA.

the office of the Clerk of the County Court of Mercer County, West Virginia, in Deed Book No. 425, at page 614, to which deed and Map reference is here made for all pertinent purposes.

The said parties of the first part hereby reserve a strip of land previously conveyed to the State Road Commission, and an easement over the above property heretofore granted to Appalachian Electric Power Company.

It is agreed and understood between the parties hereto that the taxes lawfully assessed against the property herein conveyed shall be pro-rated between the parties of the first part and the parties of the second part for the year 1969.

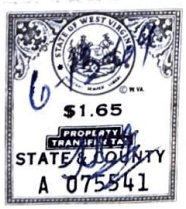
It is distinctly understood that it is the purpose and intent of this instrument to create and vest in said parties of the second part, who are husband and wife, estates in the aforesaid realty by entireties, to be held, used and enjoyed by them, jointly, throughout their joint lives or until terminated by their joint action, and in the survivor of said parties of the second part, in fee simple absolute, free and absolved from any claim or right therein, by, through or in behalf of the heirs, administrators, executors, devisees or assigns of the deceased joint tenant.

Under penalties of fine and imprisonment as provided by law, the Grantor hereby declares that the total consideration paid for the property conveyed herein is $2400.00.

WITNESS the following signatures and seals.







Roland P Hall (SEAL)

Kathleen Hall (SEAL)

W. ROBERT CARR
Attorney-At-Law
PRINCETON, W. VA.

STATE OF MARYLAND,

County of Baltimore, to-wit:

I, ARNOLD REISER, a Notary Public, within and for said County in the State aforesaid, do hereby certify that ROLAND P. HALL and KATHLEEN HALL, his wife, whose names are signed to the foregoing and annexed writing, bearing date the 7th day of June, 1969, have this day acknowledged the same before me in my said County.

My commission expires 7-1-69

Given under my hand this the 9th day of June, 1969.

ARNOLD JAY REISER NOTARY PUBLIC BALTIMORE COUNTY, MD.

(Place Notary seal here)

Notary Public, in and for Baltimore County, Maryland

WEST VIRGINIA:
IN MERCER COUNTY COURT CLERK'S OFFICE
this JUN 13 1969 11:26 AM
the foregoing writing was presented in said office and duly admitted to record therein.
Teste: Harold E. Farley Clerk

This instrument prepared by:

W. ROBERT CARR
Attorney-At-Law
PRINCETON, W. VA.

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 real 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) i 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 reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (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 Acknowledgment (initial)

(f) LLR 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

Real Estate Auction Terms Of Sale:

This auction is conducted by Twin City Auction Company (Auctioneer) on behalf of the owners of the property referred to as the (Seller). Auctioneer is not responsible for the acts of the Seller or statements made by the Seller before, during, or after the auction. The auction shall be governed by the terms set forth herein and any announcements made at the auction. The act of submitting a bid shall constitute Bidder's acceptance of each and every term and condition contained in these terms and conditions and shall form a binding contract of intent to purchase between the Bidder and the Auctioneer. All persons attending the auction and inspecting the property 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.

PAYMENT TERMS:

A signed contract and a nonrefundable deposit of $15,000 is required from the high bidder(s) immediately after confirmation of final bid and the balance due at closing within or about 30 days (unless prior arrangements have been made with the auctioneer). **Deposit must be in the form of a wire transfer or check drawn on a US bank.** The signed contract and non-refundable deposit is due within 24 hours of the auction ending unless other arrangements have been made with Auctioneer prior to the close of the auction. Title to be delivered free of all liens or encumbrances as more specifically set forth in the Sale Contract. All settlement and closing costs will be the responsibility of the buyer and the property taxes will be prorated as of the day of settlement.

BUYER'S PREMIUM:

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

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 and are not contingent on any financing, appraisal, or inspections.** All inspections of the property must be done before the auction. Closing must be within or

about 30 days and time is of the essence. 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. The Auctioneer strongly encourages bidders to attend preview/property tours and retain the services of building inspectors or other professionals in order to determine the value and condition of the property.

BIDDER REGISTRATION:

By registering and bidding, Bidder acknowledges that they have read and agree to the terms and conditions of this auction. Bidder agrees to sign the contract of sale and other documents related to the transaction, pay the earnest money deposit and close the transaction within 30 days if their winning bid is accepted. 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. Bidder's registration is not transferable or assignable. Auctioneer reserves the right to deny or restrict any bidders registration with or without cause. Bidder must register to participate in the auction. If you have any questions, please call the auctioneer at 304-320-5883.

BIDDING:

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 in the online bidding interface. A maximum bid is kept confidential. Except for properties noted "Absolute Auction," all properties in auctions will be sold subject to seller confirmation or will have a pre-established minimum 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.

BIDDER VERIFICATION & QUALIFICATION:

The identity of all bidders will be verified prior to participation. The Auctioneer may require a proof of funds letter be submitted prior to bidder participation. A credit card is required to

register for online bidding. No charges will be made to your card unless you are determined to be the winning bidder and you fail to execute the Contract of Sale and pay the required earnest money deposit. At the discretion of the Auctioneer, a penalty of $1,000.00 will be charged to the credit card provided at registration if you fail to return the signed Contract of Sale and pay the required earnest money deposit within the required time period. Payment of the penalty shall not affect other remedies available to the Seller for such failure.

BROKER COMPENSATION:

Preapproved (No later than 5:00 PM the day before the auction ends) brokers participation will be compensated. Ten percent (10%) of the buyers premium will be paid to a qualified licensed real estate agent whose registered buyer's offer is accepted by the seller and closes on the property. To qualify for a commission, the agent must first register his/her self and client with the Auctioneer at least 24 hours prior to the close of auction. Brokers only receive commission when they represent a client, not if they themselves are the client. Commissions will be paid only after closing and after the Auctioneer has been paid in full. Agents are not required to attend the closing but must attend the auction with their client and/or visit the property with their client during the marketing period. Agents must have client's permission to register him/her for the auction. Agents may not register people who are not actually their clients. If an agent has not met all of these requirements, no commission will be paid to the cooperating agent, even if the agent's client purchases the property. Under no circumstances whatsoever will any commission be paid if the sale does not close for any reason.

1120 Bluefield Avenue
Bluefield, WV 24740

Eric Crawford
WV#2036

Real Estate Contract of Purchase

This contract of purchase made this _____ day of _____, _____, by and between_____
_____ (hereinafter called "Seller"), and
_____ (hereinafter called "Purchaser").

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

1. Seller shall sell and Purchaser shall purchase all that certain Real Estate (hereinafter the "Real Estate" or "Property") with all rights and privileges thereto appurtenant and all buildings and improvements thereon situate, lying and being located in the following jurisdiction _____, and more particularly described as follows: _____
_____.

2. The purchase price of the Real Estate is $_____ as determined at public auction by Auctioneer. The purchase price shall be payable by Purchaser at settlement in cash or immediately available funds.
3. Purchaser has paid a deposit to Auctioneer in the amount of $_____ with the signing of this contract. The deposit shall be held in escrow by Auctioneer and then applied to the purchase price at settlement, subject to the payment of the Auctioneers commission and the payment of the Auctioneers costs and expenses in preparing for and conducting the auction pursuant to that separate agreement between the Auctioneer and the Seller (the "Listing Agreement"). In the event the Purchaser breaches this contract, the deposit shall be paid to the Seller, less Auctioneers commission and costs as set forth in the Listing Agreement, but such payment shall not preclude any other remedies available to the Seller for such breach. In the event the Seller breaches this contract, the deposit shall be returned to the Purchaser provided that the Seller shall remain responsible for the Auctioneers commission and costs set forth in the Listing Agreement, but such payment shall not preclude any other remedies available to the Purchaser for such breach. If this Contract is not consummated and a dispute exists between the 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. Purchaser and Seller shall indemnify Auctioneer for all costs and expenses (including reasonable attorneys fees) incurred by Auctioneer arising from any dispute between the Seller and Purchaser with respect to the deposit or this Contract.
4. Pursuant to the listing agreement, Auctioneer shall be paid from the deposit and proceeds a commission and expenses of $_____
5. Settlement shall be made at the offices of _____ on or before _____
Possession shall be given at settlement, unless otherwise agreed in writing by the parties hereto, subject to the rights of tenants, if any. Time is of the essence.
6. Seller and Purchaser agree that the Auctioneer was the sole procuring cause of this contract of Purchase. If either the Seller or Purchaser defaults under this Contract of Purchase, such defaulting party shall be liable for the commission of the Auctioneer and any expenses incurred by the non-defaulting party and by the auctioneer, such expenses include their respective attorneys fees, advertising expenses, and labor, if any, in connection with this transaction and the enforcement of this contract.
7. PURCHASER EXPRESSLY AGREES THAT THE PROPERTY IS OR WILL BE SOLD "AS-IS, WHERE-IS, WITH ALL FAULTS", WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUBJECT TO ORDINARY WEAR AND TEAR OCCURRING AFTER THE DATE HEREOF. Purchaser further acknowledges that the Seller has neither made nor extended to the Purchaser any representation, warranty or indemnity with regard to the environmental condition of the Property.
8. Seller agrees to pay the expense of preparing the deed, certificates for non-foreign status, and form 1099-S and the recordation tax applicable to grantors and all amounts payable to the Auctioneer pursuant to the listing agreement. Except as otherwise agreed herein, all other expenses incurred by the Purchaser in connection with this purchase, including without limitation, title examination, insurance premiums, survey cots, recording costs, loan document preparation costs, and fees of Purchasers attorney, shall be borne by the Purchaser. Real estate taxes shall be prorated as of settlement, Seller shall pay no closing costs on behalf of Purchaser. Except as expressly provided herein, each party shall be responsible for its own attorney's fees.
9. At Settlement, Seller shall convey to Purchaser good and marketable fee simple title the Property free and clear of all mortgages, deed of trust, or other monetary liens, same to be released by Seller at or prior to closing. Purchaser's and Seller's obligations hereunder are contingent upon Seller being able to convey good and marketable title to the Property subject however to the following (the "Permitted Encumbrances"): (i) matters that do not render title to the Property unmarketable; (ii) the rights of tenants, if any; (iii) the lien of ad valorem real estate taxes not yet due and payable; (iv) such state of facts as an accurate survey and inspection of the Property would reveal;
(v) easements of record granted to providers of utility services; and (vi) the matters shown as exceptions on any title commitment or title policy provided to the Purchaser by Auctioneer prior to the auction sale, if any, provided no representation or warranty is made as to the

accuracy or completeness of such title work. If, prior to settlement hereunder, Purchaser identifies a title defect other than the Permitted Encumbrances, Seller shall have the opportunity, but not the obligation to attempt to cure the title defect, and Seller shall be able to extend the settlement date accordingly. If the Seller does not elect to attempt to cure the title defect or is unsuccessful in curing the title defect, Purchaser shall have the option to terminate this Agreement, in which case the Seller shall instruct the Auctioneer to return the deposit to the Purchaser and neither party will have any further obligation or liability to the other, or to waive the title defect and proceed to settlement hereunder. If an owners title insurance policy can be obtained without exception to the title defect or with affirmative protection over the title defect, Purchaser agrees to waive its objection to the title defect. It is understood and acknowledged between the parties that the Auctioneer shall be paid its commission and costs of sale in the event of a termination of this Contract pursuant to this Section 9.

10. 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 substantial loss or damage to the Property before Settlement, Purchaser shall have the option (to be exercised within five business days of written notice of such event) of either, (i) terminating this Contract, or (ii) proceed with 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 the Purchaser any sums received as a result of such loss or damage. Failure to timely make such election shall be deemed Purchaser's election to proceed with settlement under (ii).
11. This agreement is made in the State of West Virginia and shall be governed and construed in accordance with the laws of that state.
12. 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.
13. 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.
14. 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: _____
_____
_____
Phone: _____
Email: _____

Seller: _____
_____
_____
Phone: _____
Email: _____

15. 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.
16. No party shall assign or transfer any rights under or interest in 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.
17. 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. Notwithstanding the foregoing, Mountain Valley Auction Group LLC, a Virginia LLC ("Auctioneer") shall be deemed a third-party beneficiary of this Contract and entitled to enforce the provisions of this Contract against the parties hereto. Auctioneer shall have no liability hereunder to either Purchaser or Seller, except in the event of intentional misconduct or gross negligence with respect to the deposit, in which case the Auctioneer's liability shall be limited to the deposit amount.
18. 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.
19. The parties hereto declare and acknowledge that each has read and fully understand the terms set forth in this Contract.

Witness the following signatures:

Purchaser:

Name _____

Name _____

Name _____

Entity Name: _____

By: _____

Title: _____

Attorney for Purchaser: _____

Seller:

Name _____

Name _____

Name _____

Entity Name: _____

By: _____

Title: _____

Attorney for Seller: _____