

MEMORANDUM OF TRUSTEES' SALE

THIS MEMORANDUM OF TRUSTEES' SALE is made this 25th day of March, 2020, by and between the undersigned purchaser (the "Purchaser") and Peter M. Pearl, Substitute Trustee ("Substitute Trustee").

As used herein:

"Purchaser" means _____;

"Property" means: 4401 and 4607 Midland Trail, Covington, Virginia
Tax Map Nos. 03700-00-000-028A and 03700-00-000-0450

All that certain lot or parcel of land situate, lying and being in the Alleghany County, Virginia and more particularly described as follows:

PARCEL 1: TAX MAP# 03700-00-000-028A

A parcel of land located in the FALLING SPRINGS MAGISTERIAL DISTRICT of Alleghany County, Virginia, fronting on the northerly right of way of Route 60, now known as old Rt. 60, Midland Trail, and more particularly described as follows, to-wit:

BEGINNING at a bent iron pipe found, a corner to the formerly Paul Mann property (shown to be G. C. Comer et ux, tax office) thence with the northerly right of way line of the Midland Trail, old Rt. 60, 55' from the center of the road;

N 75° 26' 50" W. 466.71' to a 2" iron pipe found, a corner on said right of way and a corner to now or formerly Paul Mann (shown to be H.P. Horton et ux) thence with Mann;

N 12° 49' 25" E. 280.95' to a ¾ inch iron pipe found, a corner to said Mann and a corner on the southerly limited access right of way line of Interstate 64, thence with said right of way, two lines:

S 73° 02' 31" E. 333.76' to a VDOT right of way monument;

S 89° 01' 43" E 38.76' to a ¾ inch iron pipe found, a corner on said right of way and now or formerly Paul Mann (shown to be G.L. Comer) thence with said Mann:

S 06° 06' 28" E. 294.89' to the BEGINNING, containing 2.633 acres, more or less, as shown on a plat of survey made by J. Brad Smith, C.L.S., dated February, 1992, of record in the Clerk's Office of the Circuit Court of Alleghany County, Virginia in Deed Book 311, at Page 98.

PARCEL 2: TAX MAP# 03700-00-000-0450

All that certain tract or parcel of land, together with all improvements located thereon, situate, lying and being in the FALLING SPRINGS MAGISTERIAL DISTRICT of Alleghany County, Virginia, on Highway Route Number 60, approximately six and one-half miles west of the City of Covington, Virginia, containing 2.448 acres, more or less, as shown on survey for Lacova Bhat, L.C., dated December 7, 1999, made by Vess Surveying, Inc., of record in the aforesaid Clerk's Office in Plat Book 30, at Page 275.

"Beneficiary" means: TDMA, LLC.

“Purchase Price” means \$ _____;

“Deposit” means \$ _____.

WITNESSETH:

In execution of and pursuant to a Deed of Trust dated August 27, 2008, recorded in the Clerk’s Office of the Circuit Court of Alleghany County, Virginia, as Instrument No. 080002186, and in execution of and pursuant to that certain Substitution of Trustee installing Peter M. Pearl as Substitute Trustee, which was recorded in the foregoing Clerk’s Office in as Instrument No. 190002131 (collectively, hereinafter the "Deed of Trust"), securing among other things, the payment of indebtedness in the principal amount of \$2,180,000.00 and conveying certain real property more particularly described or included in said Deed of Trust, the Purchaser does hereby agree to purchase the Property from the Substitute Trustee for a sum equal to the Purchase Price, in cash, in accordance with the Notice of Trustee’s Sale attached and the terms of this Memorandum.

The Substitute Trustee hereby acknowledges receipt from Purchaser of the Deposit, which shall be applied against the Purchase Price at settlement. In connection with such sale, Purchaser acknowledges and agrees to the terms and conditions as stated in the Notice of Trustee’s Sale and further agrees:

- (1) The Property is sold "AS IS" without any representation or warranty as to the condition of the Property or the fitness of such property for any particular purpose and subject to the rights of any parties in possession and to such covenants, declarations, conditions, easements, restrictions, reservations, encumbrances, deeds of trust, defects, delinquent assessments, adverse claims and liens, whether filed or inchoate, if any, superior to the lien of the Deed of Trust affecting such Property, duly of record and constituting constructive notice. In addition, the Property shall be conveyed subject to such matters as would be disclosed by a physical inspection of the Property or any such matters that would be disclosed by an accurate and current physical survey of the Property. Purchaser is responsible for evicting holdover tenants, if any. The sale shall be in gross and not by the acre;
- (2) The risk of loss from fire, casualty, or otherwise, and all liabilities of ownership of the Property passed to, and shall remain with, Purchaser upon his making the successful bid;
- (3) The Substitute Trustee will by special warranty deed convey title to Purchaser, subject to all existing easements, restrictive covenants, obligations, and tenancies as the same may lawfully apply to the Property to the extent any of them have priority over the lien of the Deed of Trust. The expense associated with the preparation of the special warranty deed shall be borne by Purchaser;
- (4) If the Substitute Trustee is unable to convey title to the subject Property for any reason, the sole remedy of Purchaser is the return of the Deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the sale and reinstatement or payoff of the loan without the knowledge of the Substitute Trustee. If the validity of the sale is challenged by a party in interest, the Substitute Trustee, in his sole discretion, if he believes the challenge to have merit, may declare the sale to be void and return the Deposit. Purchaser will have no further remedy;
- (5) Settlement will be conducted by a settlement agent or attorney selected by Purchaser and at a location selected by Purchaser, with both the settlement agent and location subject to Substitute Trustee's approval, which shall not be unreasonably withheld, on or before on or before **April 25, 2020**. Time is of the essence in the settling of this transaction. All real estate taxes constituting a lien on the Property shall be pro-rated as of the date of this Memorandum. The Purchaser shall be responsible for any land use or roll-back taxes, if any. All other recordation taxes and fees

including Grantor's tax on the deed, costs of title insurance, express mail and courier charges, and all other costs of settlement are to be borne by Purchaser. The balance of the Purchase Price shall be paid by Purchaser by cashier's check, certified check or by wire transfer (same day funds);

- (6) Obtaining possession of the Property shall be at the sole cost, risk, and expense of Purchaser;
- (7) No personal property is included with the sale of the Property.

Should Purchaser default in making settlement, the Deposit will be forfeited and applied to the costs and expenses of sale and then to the balance of the Note, and the Property will be resold at the risk and expense of Purchaser. Purchaser shall be liable to the Substitute Trustee (i) for any deficiency resulting from the resale of the Property at a lower price, (ii) for all costs and expenses incurred by the Substitute Trustee and Beneficiary in connection with the original sale, and (iii) all costs and expenses incurred by the Substitute Trustee and Beneficiary in connection with reselling the Property, including any and all attorney's fees incurred by the Substitute Trustee and Beneficiary arising out of this sale, including, but not limited to, the cost of and attorney's fees and expenses associated with any action to enforce the terms of this agreement.

Purchaser must sign this memorandum to evidence Purchaser's understanding of its terms and to evidence Purchaser's agreement to comply fully with its terms.

THESE TERMS HAVE BEEN ANNOUNCED AT SALE.

WITNESS the following signatures and seals this 25th day of March, 2020.

PURCHASER:

If purchased by a business:

Company Name: _____

Sign: _____
Name: _____
Title: _____

Address: _____

Telephone: _____

Email: _____

If purchased by individual:

Sign: _____

Name: _____
(Print)

Sign: _____

Name: _____
(Print)

Address: _____

Telephone: _____

Email: _____

Name of Settlement Agent (if known): _____

Phone: _____ Email: _____

SUBSTITUTE TRUSTEES:

Peter M. Pearl, Substitute Trustee
Spilman Thomas & Battle, PLLC
310 First Street, Suite 1100
Roanoke, Virginia 24011
540-512-1800

Exhibit A
NOTICE OF TRUSTEE'S SALE
4401 Midland Trail, Covington, Virginia
Tax Map No. 03700-00-000-028A
4607 Midland Trail, Covington, Virginia
Tax Map No. 03700-00-000-0450
ALLEGHANY COUNTY

In execution of a credit line deed of trust dated August 27, 2008, made by Lacova-Bhat, LC and Tanglewood Home for Adults LC, recorded in the Clerk's Office of the Circuit Court for the County of Alleghany, Virginia, as Instrument No. 080002186, the undersigned substitute Trustee will offer for sale at 4401 Midland Trail, Covington, Virginia, on March 25, 2020, at 12:00 o'clock noon, property located at or near 4401 and 4607 Midland Trail, Covington, Virginia, which property is more particularly described as follows:

All that certain lot or parcel of land situate, lying and being in Alleghany County, Virginia and more particularly described as follows:

PARCEL 1: TAX MAP# 03700-00-000-028A

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PARCEL 2: TAX MAP# 03700-00-000-0450

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This sale is subject to all easements, restrictions, conditions, and reservations of record affecting the title to the property hereinabove described.

TERMS OF SALE: Cash. A bidder's deposit of up to ten percent (10%) of the successful bid in cash or certified funds required. Settlement within thirty (30) days of sale. Additional terms may be announced at the time of sale. The successful bidder will be required to execute a Memorandum of Trustee's Sale outlining additional terms of sale and settlement which will be available for review prior to the announcement of sale.

Peter M. Pearl, Substitute Trustee

For Information Contact:
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540-512-1800 Telephone