



JOINT PUBLIC HEARING

TOWN OF CHASE CITY, VA

Monday, May 08, 2023 at 7:00 PM

319 North Main Street, Chase City, VA 23924

Phone: (434) 372-5136 | www.chasecity.org

ADA NOTICE

It is the intention of the Town of Chase City to comply in all aspects with the Americans with Disabilities Act (ADA). If you plan on attending a meeting to participate or to observe and need special assistance beyond what is routinely provided, the city will attempt to accommodate you in every reasonable manner. Please contact Town Hall by phone or email, at least four business days prior to the meeting to inform the City of your specific needs and to determine if accommodation is feasible.

AGENDA

Call to Order

Urgent Meeting Items

1. Rezoning Discussion for PRN39467. To be voted on by Town Council & the Planning Commission.
2. Rezoning application 23-02 from Beverly Carey.
3. Letter from Beverly Carey requesting rezoning PRN28722, from R-1 to R-2.
4. Mecklenburg Co Tax Information for PRN39467 Carey property.
5. Opposing letter from Nayef Abushaar.
6. Attorney Correspondences submitted by Nayef Abushaar from Charles Butts, Attorney at Law.
7. Buyer and Seller statements submitted by Nayef Abushaar.
8. Mecklenburg Tax Information for Nayef Abushaar.
9. Abushaar's residential purchase contract
10. Title company information submitted by Nayef Abushaar.

Adjournment

Rezoning

Item: The planning commission members and town council members to vote on whether to rezone parcel (PRN39467) from Residential District R-1 to Residential District R-2.

Discussion:

1. The property owned by Beverly K Carey is located on N Madison Street, adjacent to 22 N Madison Street. The parcel contains .26 acres that was originally part of the property located at 408 W Sycamore Street.
2. Ms. Beverly Carey, in her letter, states that rezoning the property to R2 will provide the opportunity for future development of single-family housing.
3. Mr. Nayef Abushaar, who resides at 408 W Sycamore Street, presented documentation that the property was sold to him in his purchase contract.
4. Mr. Nayef Abushaar has submitted a letter requesting the land stay in its original zoning until this legal matter is resolved. He has hired Charles Butts Attorney.

Recommendation:

1. After reading over the presented information the town council and planning commission members will vote on whether to rezone PRN39467 from R1 to R2.

No. 23-02

Date 2-28-23

APPLICATION FOR REZONING

TO THE PLANNING COMMISSION AND TOWN COUNCIL OF CHASE CITY, VIRGINIA

I (we), the undersigned, do hereby respectfully make application and petition the Governing Body to amend the Zoning Ordinance and to change the Zoning Map of Chase City as hereinafter requested, and in support of this application, the following facts are shown:

1. The property sought to be rezoned is located at North Madison Street between 22 North Madison Street and 408 West Sycamore Street on the Right side of the street and known as lot(s) Number PRN 39 467 It has a frontage of 76.90' feet and a depth of 145.40' feet. DTJA

2. The property sought to be rezoned is owned by: Beverly K. Carey as evidenced by deed from LR-22-4255 recorded in Book _____, Page _____, Registry of County of Mecklenburg Plot PL-22-4254.

3. It is desired and requested that the foregoing property be rezoned

FROM TO

Residential District R-1 Residential District R-2

4. The following are all of the individuals, firms, or corporations owning property adjacent to both sides and rear, and the property in front of (across street from) the property sought to be rezoned:

NAME	STREET ADDRESS
✓ R-2 (a) <u>Tommy E. Newton/Holly N Newton</u>	<u>5030 Wolf Trap Rd Scottsburg, Va 2458</u>
✓ R-2 (b) <u>Richard Dale McGee</u>	<u>428 West Sycamore Street Chase City, Va 2391</u>
✓ R-1 (c) <u>Nayef Abushaar</u>	<u>408 West Sycamore Street Chase City, Va</u>
R-2 (d) <u>Tiffany T Terry</u>	<u>3326 Wilbourne Rd Skipwith, Va 23968</u>
R-2 (e) <u>Wondia Jones/Lillie Mae Jones</u>	<u>15 Madison Street Chase City, Va 23924</u>
R-2 (f) <u>Beverly K. Carey</u>	<u>8866 Trottingridge Road Chase City Va 2392</u>
(g) _____	_____
(h) _____	_____

(If more space is needed for listing, add continuation sheet)

5, It is proposed that the property will be put to the following use:
Opportunity for future development of single family housing.

6, It is proposed that the following buildings will be constructed:

7, It is proposed that the following setbacks and offstreet parking provisions will be made:

8, Attached is a copy of a Vicinity Map.

[Handwritten Signature]

Signature of Applicant

8861 Trottingwood Road

Chase City, Va 23824

Address of Applicant

TO THE COUNCIL OF THE TOWN OF CHASE CITY, VIRGINIA

This petition for rezoning property within the jurisdiction of the Town of Chase City was received on _____, a joint public hearing was held on _____, and the Planning Commission wishes to make the following recommendations to the Governing Body.

PLANNING COMMISSION

By _____
Secretary

ACTION OF THE COUNCIL OF THE TOWN OF CHASE CITY

On _____, the Governing Body took the following action on the attached petition for rezoning:

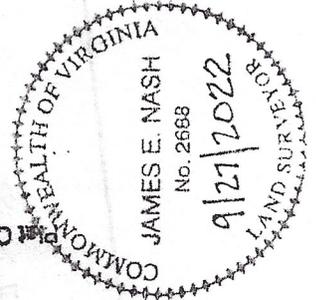
Clerk of Council

CAF

INSTRUMENT 220004254
RECORDED IN THE CLERK'S OFFICE OF
MECKLENBURG COUNTY CIRCUIT ON
OCTOBER 12, 2022 AT 04:30 PM
MICHELLE G. GORDON, CLERK
RECORDED BY: ASD



PLAT OF SURVEY
2 PARCELS
TOWN OF CHASE CITY
MECKLENBURG COUNTY
OWNED BY
MICHELLE DENIECE WASHINGTON
WILL I.N. 220000319
PARCEL A
(T.P. 33A8-15-16A)
PARCEL B
(PORTION OF T.P. 33A9-A-12)



STANDARD CERTIFICATE

THIS SURVEY PLAT IS HEREBY APPROVED FOR RECORDING. *[Signature]* 12/2 (DATE) FOR TOWN OF CHASE CITY

220004254

MARLETTA SMITH
I.N. 14002362
T.P. 33A8-15-16

STEPHEN F. & BECKY M. GUTHRIE
D.B. 526 P.G. 529
T.P. 33A8-15-18

TOMMY E. & HOLLY N. NEWTON
I.N. 190002397
T.P. 33A8-15-20

RICHARD DALE MCGEE
I.N. 210001891
T.P. 33A8-28-B

MICHELLE DENIECE WASHINGTON
WILL I.N. 220000319
T.P. 33A9-A-12
(REMAINDER)

LEGEND
EIP _____
IPS _____
IPF _____
BOL _____
T.P. _____
I.N. _____
D.B. _____
R/W _____

MADISON STREET
(30' R/W)

TO W. SYCAMORE

INSTRUMENT 220000319
RECORDED IN THE GLEN & DEPT. OF
MECKLENBURG COUNTY

COMMONWEALTH OF VIR.

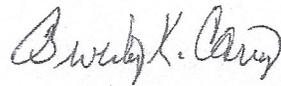
PLAT OF SURVEY
2 PARCELS
TOWN OF CHASE CITY

Dear Planning Commission,

I respectfully request a zoning change of parcel (PRN39467) from Residential District R-1 to Residential District R-2. The property sought to rezoned is located on North Madison Street, adjacent to 22 North Madison Street (PRN28722). The parcel (PRN39467) containing .26 acres was originally part of the property located at 408 West Sycamore Street (PRN21202) that is zoned Residential District R-1. The parcel (PRN39467) has road frontage of 79.60' on North Madison Street. This footage of 76.90' does not meet the minimum lot width at the setback of 100' required for Residential District R-1. The properties located directly across the road from the parcel (PRN39467), 15 North Madison Street (PRN20559) and 326 West Sycamore Street (PRN21459) are zoned Residential District R-2.

The rezoning change requested will provide the opportunity for future development of single family housing. Attached are Plat of Survey for my two parcels. I want to thank each of you for your time in considering my request. Should you have any questions, I can be contacted at 434-955-8446.

Sincerely,



Beverly Carey

PROPERTY

Parcel Information

Parcel Record Number (PRN) **39467** District **CHASE CITY TOWN**
 Account Name **GURLEY, KAYLA LANE & CAREY, BEVERLY KAY**
 CareOf
 Address1 **8866 TROTTINRIDGE RD**
 Address2
 City, State Zip **CHASE CITY, VA 23924**
 Business Name
 Location Address(es) No data to display

Assessed Values

Type	Assessed Value
Land	\$5,000
Main Structures	\$0
Other Structures	\$0
TOTALS	\$5,000

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
033A09-A-012A	033	A09	A		012	A

Total Acres **0.26**
 Deed **LR-22-4255**
 Will **WF-22-319**
 Plat **PL-22-4254**
 Route
 Legal Desc 1 PAR B- WASHINGTON
 Legal Desc 2
 Zoning RESIDENTIAL LOW DENSITY DISTRICT
 State Class SINGLE FAMILY RESIDENCE (URBAN)
 Topology LEVEL
 Utilities PUBLIC SEWER, PUBLIC WATER

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
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Item 4.

WASHINGTON-ASKEW, MICHELLE DENIECE	\$47,000	DEED-22-4255	2	10/12/2022
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Land Segments

Seg	Description	Size	Value
1	LOT VALUE	1.00	\$5,000

Main Structures

No data to display			
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Other Structures

Sec	Description	Grade	Area	Story Height	YearBlt
No data to display					

Data last updated: 04/23/2023

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Concise Systems, LLC * www.concisesystems.com * (540)776-1800 * sales@concisesystems.com

04/03/2023
Town of Chase City
319 N. Main Street
Chase City, VA 23924

This letter is in reference to the public hearing being held on 04/10/2023 for application 23-02-request of Beverly Carey to re-zone PRN39468 from R1 to R2. I Nayef Abushaar oppose the re-zone and ask that it is not granted to be rezoned. This piece of land was sold to me and Beverly Carey. I was under contract before Beverly Carey and have hired Charles Butt on this matter, which is still ongoing. The entire closing and contracts had this piece of land that I purchased and paid for. I have attached all the documents from the purchase as well as the zillow listing that this was supposed to be my piece of land. I believe Beverly Carey was completely aware that I was under contract for this land and knew if she closed first that the state of Virginia is a first come first serve state when it comes to whoever closes first, Mrs Carey owns a lot of real estate in mecklenburg county and is well versed in real estate sales. This was my first home purchase and I actually had already purchased a beautiful swing set to be placed on that piece of land for my six children. I believe this rezoning should be denied just because of the matter in which this sale took place and it is not fair to me or my children. This is also an ongoing matter that is also being handled by Charles Butt and I think until this matter is resolved the land should stay with the original zoning. There are also ongoing cases with the title insurance company and all the agencies involved that missed this when my closing took place. I have attached all the documentation as to this sale along with this letter.

Sincerely,

Nayef Abushaar

Nayef Abushaar

January 26, 2023

Ms. Kayla Lane Gurley
Ms. Beverly Kay Carey
8866 Trottnridge Road
Chase City, Virginia 23924

Dear Kayla and Beverly:

I write to you on behalf of Nayef Abushaar regarding one (1) of the lots conveyed to you by Michelle Deniece Washington-Askew in October, 2022, containing 0.26 acre which is designated as Parcel B on the plat prepared by Crutchfield & Associates, Inc. I enclose a copy of that parcel for your reference.

That parcel of land was supposed to be conveyed by my client by contract and is actually contained in the deed to him which was recorded a few weeks after yours was recorded. An improper title search did not discover the overlap and we have made a claim with the title insurance company. My purpose in writing you is to determine if my client could purchase the 0.26 acre from you at its fair market value. We may have to obtain the services of a licensed appraiser to determine what that value is unless we could make some type of agreement otherwise.

I would very much appreciate it if you would contact me to see if something can be worked out or if you are, in fact, interested in selling that vacant lot to Mr. Abushaar at its fair market value. He fully intended to receive this lot at closing and wanted the lot for an additional yard for his children to enjoy. I look forward to hearing from you.

Very truly yours,

Charles G. Butts, Jr.

Cgb,jr:ngj

cc: Nayef Abushaar`



**First American
Title Insurance Company**
CLAIMS SERVICES

November 30, 2022

Sent Via Email

Nayef Abushaar
nayefabushaar@yahoo.com
302 Franklin Street
South Hill VA 23970

Reference No.:	VA-2209003516
Your File No.:	N/A
Owner/Borrower:	Nayef Abushaar
Property:	408 W SYCAMORE STREET CHASE CITY VA 23924

Dear Nayef Abushaar:

This letter acknowledges receipt of your correspondence dated November 29, 2022 and received by First American Title Insurance Company on November 29, 2022. The matter has been routed to First American's Eastern Claims Center, which may be contacted at (877) 648-5545 (option 2) or at 1235 Westlakes Drive, Ste 400, Berwyn, PA 19312.

At this time, First American is investigating this matter and will be in further contact with you once the investigation is complete. Your request has been assigned to Debbie Asero, Claims Analyst for response. Should questions arise, they can be reached directly at 703-480-9514 or dasero@firstam.com. Be sure to use the reference number above for future communication with us.

Please allow at least thirty (30) days to receive further contact regarding your request.

Thank you,

Claims Services



**First American
Title Insurance Company**
CLAIMS SERVICES

November 30, 2022

Sent Via Email

Nayef Abushaar
nayefabushaar@yahoo.com
302 Franklin Street
South Hill VA 23970

Reference No.:	VA-2209003516
Your File No.:	N/A
Owner/Borrower:	Nayef Abushaar
Property:	408 W SYCAMORE STREET CHASE CITY VA 23924

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Please allow at least thirty (30) days to receive further contact regarding your request.

Thank you,

Claims Services

First American Title Insurance Company

SCHEDULE A

(Valid only if Schedule B and Cover are attached)

File Number: 2022-545 Policy Number: 5011400-3506846e

Amount of Insurance: \$ 135,000.00 Premium: \$ 554.00

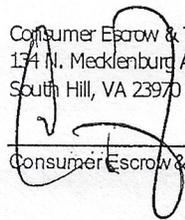
Date of Policy: October 28, 2022 at 02:07 PM

Address Reference: Street Address: 408 W. Sycamore Street
City, County, State: Chase City, Mecklenburg County, Virginia 23924

1. Name of Insured:
Nayef Abushaar, a married man
2. The estate or interest in the Land that is insured by this policy is:
FEE SIMPLE
3. Title is vested in:
Nayef Abushaar, a married man
4. The Land referred to in this policy is described as follows:
See Exhibit A attached hereto and made a part hereof.

Issuing Entity:

Consumer Escrow & Title, Inc.
174 N. Mecklenburg Avenue
South Hill, VA 23970



Consumer Escrow & Title, Inc.

Authorized Signatory

*First American Title Insurance Company***EXHIBIT A**

File Number: 2022-545

Policy Number: 5011400-3506846e

LEGAL DESCRIPTION

All that certain lot or parcel of land located in the Town of Chase City, Mecklenburg County, Virginia, fronting on West Sycamore Street, containing 0.87 OF AN ACRE, more or less, being shown and described on a Plat prepared by Crutchfield & Associates, Inc.; said Plat being dated September 4, 2002, of record in the Office of the Clerk of the Circuit Court of Mecklenburg County, Virginia, in Plat Cabinet 1, Slide 346, page 7, as Instrument #020006139, reference to said Plat being made for a more complete and accurate description of the property herein conveyed.

Being the same property conveyed to Nayef Abushaar by Deed dated October 18, 2022 from Michelle Deniece Washington-Askew, recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia as Instrument No. 220004469.

*First American Title Insurance Company***SCHEDULE B**

File Number: 2022-545

Policy Number: 5011400-3506846e

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Discrepancies, conflicts in boundary lines, shortage(s) in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records. The coverage afforded by covered matter 2(c) is hereby deleted.
3. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
4. All assessments and taxes for the Year 2022 and all subsequent years.
5. Roads, ways, streams, or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
6. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, and reservations, if any, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) related to handicap but does not discriminate against handicapped persons.
7. Easement granted Virginia Electric and Power Company by instrument recorded in Deed Book 162, at page 353, through original acres.
8. Easement granted Town of Chase City by instrument recorded in Deed Book 362, at page 266, to operate and maintain town sewer.
9. The following matter(s) as shown on a physical survey prepared by Marvin L. Crutchfield, L.S., dated October 7, 2002, filed in the Clerk's Office of Mecklenburg as Instrument No. 020006140:
 - a) Overhead electric lines
 - b) Overhead telephone lines

BUYER'S STATEMENT

File No.: 2022-545
 Escrow Officer/Closer: E. Rebecca Goss
 Settlement Date: October 28, 2022
 Borrower: Nayef Abushaar,
 Seller: Michelle Deniece Washington
 Property: 408 W. Sycamore Street
 Chase City, VA 23924

DEBITS

Sale Price of Property		135,000.00
Property Taxes		\$ 112.83
10/29/22-01/01/23 Borrower tax period		
Appraisal Desk Review Fee	to Benchmark Community Bank	50.00
Document Preparation Fee	to Benchmark Community Bank	425.00
Loan Origination Fee	to Benchmark Community Bank	1,050.00
Appraisal Fee	to Residential Appraisal	
\$ 600.00		
Paid by Borrower before closing		
Credit Report Fee	to Kroll Factual Data	10.00
Flood Certification Fee	to ServiceLink National Flood	17.60
Tax Service Fee	to Info-Pro Lender Services Inc.	94.00
Title - Settlement Fee	to Consumer Escrow & Title, Inc.	495.00
Title - CPL Premium	to Consumer Escrow & Title, Inc.	35.00
Title - Search/Abstract Fee	to Consumer Escrow & Title, Inc.	250.00
Title - Binder Fee	to Consumer Escrow & Title, Inc.	50.00
Title - Courier Fee	to Consumer Escrow & Title, Inc.	35.00
Title - Lender's Title Insurance	to Consumer Escrow & Title, Inc.	321.00
Recording Fees	to Mecklenburg County Clerk's Office	103.00
Deed:\$52.00 Mortgage:\$51.00		
Deed County Transfer Tax	to Mecklenburg County Clerk's Office	135.17
Homeowner's Insurance Premium	to State Farm Insurance Companies	887.00
(12 mo.)		
Homeowner's Insurance	to Benchmark Community Bank	221.75
\$73.92 per month for 3 mo.		
Prepaid Interest	to Benchmark Community Bank	260.70
\$17.38 per day from 10/28/22 to 11/12/22		
County Taxes	to Benchmark Community Bank	108.13
\$54.06 per month for 2 mo.		
Chase City Taxes	to Benchmark Community Bank	648.80
\$54.06 per month for 12 mo.		
Aggregate Adjustment	to Benchmark Community Bank	-329.88
Title - Owner's Title Insurance (optional)	to Consumer Escrow & Title, Inc.	433.00
Deed State Transfer Tax	to Mecklenburg County Clerk's Office	405.50
Mortgage County Transfer Tax	to Mecklenburg County Clerk's Office	87.50
Mortgage State Transfer Tax	to Mecklenburg County Clerk's Office	262.50
Gross Amount Due From Borrower	TOTAL DEBITS	<u><u>\$ 141,168.60</u></u>

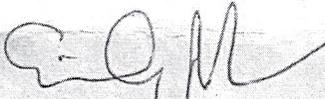
(2022-545.PFD\2022-545\12)

BUYER'S STATEMENT - Continued

CREDITS		
Deposit		1,000.00
Loan Amount		105,000.00
City/Town Taxes	07/01/22 to 10/29/22	216.59
Less Total Credits to Borrower		
	TOTAL CREDITS	<u>\$ 106,216.59</u>

BALANCE	
From Borrower	<u>\$ 34,952.01</u>

APPROVED:
Nayef Abushaar 10/28/22
Nayef Abushaar,


Consumer Escrow & Title, Inc.

SELLER'S STATEMENT

File No.: 2022-545
 Escrow Officer/Closer: E. Rebecca Goss
 Settlement Date: October 28, 2022
 Borrower: Nayef Abushaar,
 Seller: Michelle Deniece Washington-
 Property: 408 W. Sycamore Street
 Chase City, VA 23924

CREDITS

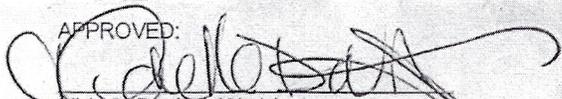
Sale Price of Property	<u>135,000.00</u>
Total Credits to Seller	TOTAL CREDITS <u>\$ 135,000.00</u>

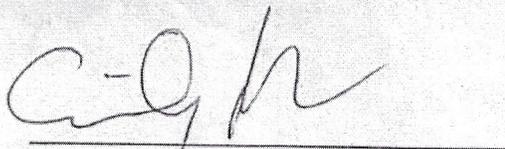
DEBITS

City/Town Taxes	07/01/22 to 10/29/22	216.59
Property Taxes		\$ 211.57
07/01/22-10/29/22 Seller tax period		
Deed Prep	to Thomson Lipscomb, Esq.	175.00
Document Coordination Fee	to Consumer Escrow & Title, Inc.	275.00
Commission	to NextHome 1st Choice	3,375.00
Indemnity Bond	to First American Title Insurance Company	324.40
Courier/Wire Fee	MAW/Proceeds to Consumer Escrow & Title, Inc.	105.00
Grantor's Tax Deed	to Mecklenburg County Clerk's Office	162.50
Less Total Reductions to Amount Due Seller	TOTAL DEBITS	<u>\$ 4,845.06</u>

BALANCE

To Seller \$ 130,154.94

APPROVED: 
 Michelle Deniece Washington-Askew


 Consumer Escrow & Title, Inc.



Virginia Real Estate Board
https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 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 disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.
Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

PROPERTY ADDRESS/ 408 W Sycamore Street, Chase City, VA 23924
LEGAL DESCRIPTION: _____

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at:
https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

DocuSigned by:
Michelle D Washington-Askew
OWNER F36ED44C...

Owner

Michelle D Washington-Askew

Sep 13, 2022 | 2:48 PM PDT

Date

Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

DocuSigned by:
Nayef Abushaar
PURCHASER F3...

Purchaser

Nayef Abushaar

Sep 13, 2022 | 4:00 PM CDT

Date

Date

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN:				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Item 7.
	6. FILE NUMBER: 2022-559			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BUYER: Camla Viet Nguyen and Thaiphath Thi Pham 913 West Danville Street South Hill, VA 23970	E. NAME AND ADDRESS OF SELLER: Sarah A. Pratali 916 Forest Lane South Hill, VA 23970	F. NAME AND ADDRESS OF LENDER:
--	---	--------------------------------

G. PROPERTY LOCATION: 913 West Danville Street South Hill, VA 23970 Mecklenburg County, Virginia	H. SETTLEMENT AGENT: Consumer Escrow & Title, Inc. PLACE OF SETTLEMENT 134 N. Mecklenburg Avenue, South Hill, VA 23970	I. SETTLEMENT DATE: October 31, 2022
---	--	---

J. SUMMARY OF BUYER'S TRANSACTION			
100. GROSS AMOUNT DUE FROM BUYER:			
101. Contract Sales Price		60,000.00	
102. Personal Property			
103. Settlement Charges to Buyer (Line 1400)		947.00	
104.			
105.			
<i>Adjustments For Items Paid By Seller in advance</i>			
106. City/Town Taxes	11/01/22 to 07/01/23	403.51	
107. County Taxes	11/01/22 to 01/01/23	118.68	
108. Assessments	to		
109.			
110.			
111.			
112.			
120. GROSS AMOUNT DUE FROM BUYER		61,469.19	
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:			
201. Deposit or earnest money		5,000.00	
202. Principal Amount of New Loan(s)			
203. Existing loan(s) taken subject to			
204.			
205.			
206.			
207.			
208.			
209.			
<i>Adjustments For Items Unpaid By Seller</i>			
210. City/Town Taxes	to		
211. County Taxes	to		
212. Assessments	to		
213.			
214.			
215.			
216.			
217.			
218.			
219.			
220. TOTAL PAID BY/FOR BUYER		5,000.00	
300. CASH AT SETTLEMENT FROM/TO BUYER:			
301. Gross Amount Due From Buyer (Line 120)		61,469.19	
302. Less Amount Paid By/For Buyer (Line 220)		(5,000.00)	
303. CASH (X FROM) (TO) BUYER		56,469.19	

K. SUMMARY OF SELLER'S TRANSACTION			
400. GROSS AMOUNT DUE TO SELLER:			
401. Contract Sales Price		60,000.00	
402. Personal Property			
403.			
404.			
405.			
<i>Adjustments For Items Paid By Seller in advance</i>			
406. City/Town Taxes	to		
407. County Taxes	to		
408. Assessments	to		
409.			
410.			
411.			
412.			
420. GROSS AMOUNT DUE TO SELLER		60,000.00	
500. REDUCTIONS IN AMOUNT DUE TO SELLER:			
501. Excess Deposit (See Instructions)			
502. Settlement Charges to Seller (Line 1400)		5,312.00	
503. Existing loan(s) taken subject to			
504. Payoff of first Mortgage			
505. Payoff of second Mortgage			
506.			
507. (Deposit disb. as proceeds)			
508.			
509.			
<i>Adjustments For Items Unpaid By Seller</i>			
510. City/Town Taxes	07/01/22 to 11/01/22	205.00	
511. County Taxes	07/01/22 to 11/01/22	239.00	
512. Assessments	to		
513.			
514.			
515.			
516.			
517. Loan Payoff to Touchstone Bank		54,243.00	
518.			
519.			
520. TOTAL REDUCTION AMOUNT DUE SELLER		60,000.00	
600. CASH AT SETTLEMENT TO/FROM SELLER:			
601. Gross Amount Due To Seller (Line 420)		60,000.00	
602. Less Reductions Due Seller (Line 520)		(60,000.00)	
603. CASH (TO) (FROM) SELLER		0.00	

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer: Camla Viet Nguyen
Thaiphath Thi Pham

Seller: Sarah A. Pratali

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price	\$ 60,000.00 @ 6.0000 %	3,600.00		
<i>Division of Commission (line 700) as Follows:</i>				
701. \$ 1,800.00	to NextHome 1st Choice		PAID FROM BUYER'S FUNDS AT SETTLEMENT	Item 7.
702. \$ 1,800.00	to NextHome 1st Choice			SELLER'S FUNDS AT SETTLEMENT
703. Commission Paid at Settlement				3,600
704.	to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee	% to			
802. Loan Discount	% to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Ins. App. Fee	to			
807. Assumption Fee	to			
808.				
809.				
810.				
811.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From	to @ \$ /day (days %)			
902. MIP Totlns. for LifeOfLoan	for months to			
903. Hazard Insurance Premium for	1.0 years to			
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	months @ \$ per month			
1002. Mortgage Insurance	months @ \$ per month			
1003. City/Town Taxes	months @ \$ per month			
1004. County Taxes	months @ \$ per month			
1005. Assessments	months @ \$ per month			
1006.	months @ \$ per month			
1007.	months @ \$ per month			
1008.	months @ \$ per month			
1100. TITLE CHARGES				
1101. Settlement or Closing Fee	to Consumer Escrow & Title, Inc.		450.00	
1102. Abstract or Title Search	to Consumer Escrow & Title, Inc.		250.00	
1103. Title Examination	to			
1104. Title Insurance Binder	to			
1105. Deed, LH, Settlement Cost	to Consumer Escrow & Title, Inc.			600
1106. Notary Fees	to			
1107. Attorney's Fees	to			
<i>(includes above item numbers:)</i>				
1108. Title Insurance	to			
<i>(includes above item numbers:)</i>				
1109. Lender's Coverage	\$			
1110. Owner's Coverage	\$			
1111. Wire Fee				
1112. Courier Fee				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed \$ 47.00; Mortgage \$; Releases \$ 102.00			47.00	102.
1202. City/County Tax/Stamps: Grantee Tax 50.00; Grantee Tax			50.00	
1203. State Tax/Stamps: Grantee Tax 150.00; Grantee Tax			150.00	
1204. Grantor Deed Recording Tax	to Mecklenburg County Clerk's Office			60.
1205. Record LH	to Mecklenburg County Clerk's Office			68.
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest Inspection	to			
1303. Delinquent County Taxes 21&22	to Mecklenburg County Treasurer #24132			882
1304.				
1305.				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			947.00	5,312.

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

Consumer Escrow & Title, Inc.
Settlement Agent

PROPERTY

Parcel Information

Parcel Record Number (PRN) **21202** District **CHASE CITY TOWN**
 Account Name **ABUSHAAR, NAYEF**
 CareOf
 Address1 **408 WEST SYCAMORE ST**
 Address2
 City, State Zip **CHASE CITY, VA 23924**
 Business Name
 Location Address(es) **408 WEST SYCAMORE STREET**

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
033A09-A-012	033	A09	A		012	

Total Acres **0.61**
 Deed **LR-22-4469**
 Will **WF-22-319**
 Plat **PL-02-6139**
 Route
 Legal Desc 1 PT PAR-OBRIEN EST
 Legal Desc 2 (408 W SYC ST)
 Zoning RESIDENTIAL LOW DENSITY DISTRICT
 State Class SINGLE FAMILY RESIDENCE (URBAN)
 Topology LEVEL
 Utilities PUBLIC SEWER, PUBLIC WATER

Assessed Values

Type	Assessed Value
Land	\$8,000
Main Structures	\$153,300
Other Structures	\$1,200
TOTALS	\$162,500

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
WASHINGTON-ASKEW, MICHELLE DENIECE	\$135,000	DEED-22-4469	1	10/28/2022
WASHINGTON, BEATRICE H	\$0	WILL-22-319	2	06/27/2022
WASHINGTON, WILLIAM E & BEATRICE H	\$0	WILL-22-318	2	06/27/2022
O'BRIEN, FRANCES C	\$149,500	DEED-2-6140	1	10/08/2002

Land Segments

Seg	Description	Size	Value
1	LOT VALUE	1.00	\$8,000

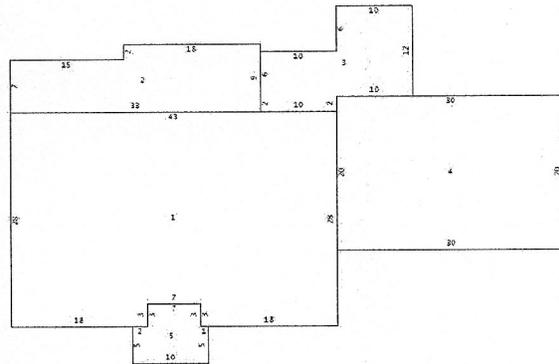
Main Structures

Main Structure 1	Rooms	9	Deprec Schedule	AVERAGE DEPRECIATION
	Bedrooms	5	Heated Sq Ft	4,713
	Cost/Heated SqFt	\$34.63	Constr Style	CONVENTIONAL

Main Structure Photo



Main Structure Sketch



Main Structure Attributes

Type	Code	# Of
ATTICS	ATTIC UNFINISHED	600
BASEMENTS	INGROUND BASEMENT UNFINISHED	588
BASEMENTS	INGROUND BASEMENT FINISHED	588
CHIMNEYS	2 STORY MASONRY	3
FLOOR	CARPET	4,713
FLOOR	HARDWOOD	4,713

Item 8.

FLOOR	TILE	4,713
FOUNDATION	BRICK	4,713
FUEL	ELECTRIC	4,713
OPENINGS	FIREPLACE OPENINGS	3
PLUMBING	2 FIXTURE BATHROOM	1
PLUMBING	3 FIXTURE BATHROOM	4
ROOF MATERIAL	COMPOSITION SHINGLE	4,713
ROOF TYPE	GABLE	4,713
WALL	DRY WALL	4,713
WALL	PANEL	4,713
WALL	PLASTER	4,713

Main Structure Sections

Sec	% Cmpl	Description	HVAC	Ext Finish	Grade	Area	Story Hgt	Wall Hgt	Yr Built	Eff Yr
1-0	100	SINGLE FAMILY	CENTRAL AIR CENTRAL HEAT	BRICK VENEER	B	1,183	2.50	1.00	1940	1965
2-0	100	SINGLE FAMILY	CENTRAL AIR CENTRAL HEAT	BRICK/VINYL	B	267	1.00	1.00	1940	1965
3-0	100	ENCLOSED PORCH		BRICK VENEER	B	233	1.00	1.00	1940	1965
4-0	100	SINGLE FAMILY	CENTRAL AIR CENTRAL HEAT	BRICK VENEER	B	600	1.50	1.00	1940	1965
5-0	100	STOOP			B	71	1.00	1.00	1940	1965

Other Structures

Sec	Description	Grade	Area	Story Height	YearBit
1	PATIO	SOUND VALUE	682	1.00	0
2	STORAGE SHED - FRAME	SOUND VALUE	72	1.00	1965



VIRGINIA REALTORS® RESIDENTIAL CONTRACT OF PURCHASE



(This is a legally binding contract. If you do not understand any part of it, please seek competent advice before signing.)

This CONTRACT OF PURCHASE made as of September 10, 2022, between Michelle D Washington-Askew (the "Seller," whether one or more), whose address is TBA,

and Nayef Abushaar (the "Purchaser", whether one or more), whose address is TBA,

Purchaser may not assign this Contract in whole or in part, without the prior written consent of Seller, which Seller shall be under no obligation whatsoever to give. provides:

The Listing Company (who represents Seller) is For sale by owner and the Selling Company (who [X] does OR [] does not represent Purchaser) is NextHome 1st Choice

1. REAL PROPERTY: Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon located in the County or City of Mecklenburg, Virginia and described as (legal description):

Map#033A09-A-012 033, A09-A012, .87+- acres, DBLR-2-6140 PL-02-6139 PRN 21202

and more commonly known as: 408 W Sycamore Street, Chase City, VA 23924

together with all fixtures located thereon (if present as of the date of this Contract), including, without limitation, blinds, ceiling fans, curtain rods, and brackets, audio-video or media mount, and mounting hardware, built-in dishwasher, door knockers, garage door openers, and controls, gas fireplace logs, and inserts, installed floor, and wall coverings, installed mirrors, light fixtures, mailbox, and post, built-in range, shades, shrubs, exterior plants, and trees, shutters, smoke, and heat detectors, storm windows, and storm doors, switch, and receptacle covers, television antenna(e), window screens, and screen doors (together with the items of personal property described in paragraph 2, the "Property").

2. PERSONAL PROPERTY: The following items of personal property are included in this sale: Stove, Refrigerator, Dishwasher

3. PURCHASE PRICE: The Purchase Price of the Property is: One Hundred Forty-Five Thousand Dollars (\$ 145,000.00), which shall be paid to Seller at settlement in cash or by cashier's or certified check or wired funds subject to the prorations described herein and from the following sources:

[X] (a) THIRD PARTY FIRST TRUST: This sale is contingent on Purchaser's [X] obtaining OR [] assuming: [X] a conventional, MORTGAGE; [] VA; OR [] other (describe) (105,000) loan secured by a first deed of trust lien on the Property in the principal amount of \$ 108,000.00, or % of the Purchase Price bearing interest at a fixed rate not exceeding 5.650 % per year, or at an adjustable rate with an initial rate not exceeding % per year and a maximum rate during the term of the loan not exceeding % per year, or at the market rate of interest at the time of settlement, amortized over a term of 30 years, and requiring not more than a total of loan discount points, excluding a loan origination fee, or an assumption fee not exceeding \$. (If this contract provides for the assumption of a loan: (i) the parties acknowledge that the balance set forth above is approximate and that the principal amount to be assumed will be the outstanding principal balance on the date of settlement, and (ii) Purchaser shall assume all obligations of Seller under such loan.)

[] (b) THIRD PARTY SECOND TRUST: This sale is also contingent on Purchaser's obtaining a loan secured by a second deed of trust lien on the Property in the principal amount of \$, or % of the Purchase Price bearing interest at a rate not exceeding % per year, amortized as follows , and requiring not more than a total of loan discount points, excluding the origination fee.

(c) **SELLER FINANCING:** Seller agrees that \$ _____ or _____ % of the Purchase Price shall be evidenced by a note made by Purchaser payable to Seller bearing interest at a rate of _____ % per year amortized as follows: _____

The note shall be secured by a deferred purchase money first, second, OR (specify priority) _____ deed of trust lien on the Property. The deed of trust and note shall provide, among other things, that: (i) the note shall be due and payable in full if the Property, or any interest therein, is transferred, sold, or conveyed; (ii) Purchaser shall have the right to prepay the note at any time in whole or in part with a premium penalty of _____ % of the amount prepaid, or without premium or penalty; (iii) a lot release schedule shall be provided, if applicable; (iv) a late payment charge not exceeding five percent of the payment may be assessed by Seller for any payment more than seven (7) calendar days late; (v) the note and deed of trust shall otherwise be in form satisfactory to Seller; (vi) other terms _____

Such financing shall be contingent upon review and approval of Seller of a current credit report on each Purchaser and a current personal financial state of each Purchaser, which documents must be provided to Seller within _____ business days following execution of this Contract by both parties. The deed of trust shall be recorded at Purchaser's expense at settlement.

(d) **BALANCE OF PURCHASE PRICE:** Purchaser will provide the balance of the Purchase Price from Purchaser's funds in cash or by cashier's or certified check or wired funds at settlement.

(e) Seller Concessions/Closing Costs: _____

(f) **OTHER FINANCING TERMS:** The balance of the purchase price will be paid for in cash. The seller will pay the Realtor commission of 2.5 percent of the sales price at closing.

4. **DEPOSIT:** Purchaser shall make a deposit of \$ 1,000.00 to be held by _____ **Consumer Escrow & Title** (the "Escrow Agent") in the form of: check cash other _____ (the "Deposit"). Purchaser [select one]: has paid the Deposit to the Escrow Agent OR will pay the Deposit to the Escrow Agent within 7 days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) receipt during the Extended Deposit period. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the purchase price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

If the Property is foreclosed upon while this Contract is pending, the terms of Section 54.1-2108.1 of the Code of Virginia shall apply to the disbursement of the Deposit. Foreclosure shall be considered a termination of this Contract by Seller and, absent any default by Purchaser, the Deposit shall be disbursed to Purchaser.

5. **FINANCING:**
(a) This Contract and Purchaser's obligation hereunder are contingent upon Purchaser obtaining and delivering to Seller a written commitment or commitments, as the case may be (the "Commitment") for the third-party financing or loan assumption required in paragraph 3. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within five (5) business days of the date of acceptance of this Contract and to diligently pursue obtaining the Commitment. Purchaser hereby grants permission for Purchaser's lender and Selling Company to furnish Seller and Listing Company information about the status of Purchaser's loan approval process, including specific items required by Purchaser's lender or actions Purchaser must perform to obtain loan approval. Purchaser agrees, upon written

request by Seller, to provide written consent satisfactory to Purchaser's lender to permit Purchaser's lender to provide such information to Seller and Listing Company.

(b) If Purchaser does not obtain the Commitment and so notifies Seller or Listing Company in writing before 5:00 p.m. local time on _____, 20____ (if no date is filled in, the date shall be the same date set forth in paragraph 9), then this Contract shall terminate upon giving such notice. If Purchaser does not obtain the Commitment and notice thereof is not received by the deadline, or such later deadline as the parties may agree upon in writing, then Purchaser's financing contingency set out in subparagraph 5(a) above shall nonetheless continue unless Seller gives Purchaser written notice of intent to terminate this Contract. If Seller gives Purchaser such notice, this Contract shall terminate as of 5:00 p.m. local time on the third day following Seller's delivery of such notice to Purchaser unless before that time Purchaser has delivered to Seller a Commitment in compliance with the provisions of subparagraph 5(a) above, or a removal of Purchaser's financing contingency and evidence of the availability of funds necessary to settle without such financing. As used in this paragraph 5, the term Commitment shall mean a written acknowledgment from the Purchaser's lender or lenders that (i) selling, settling on or leasing another property is not required for underwriting approval, unless Purchaser's obligations under this Contract are contingent on such sale, settlement or lease; (ii) Purchaser has made application for the financing and paid all fees associated therewith; and (iii) as of the date of the Commitment, Purchaser's credit, income, and assets, and debt have been verified by lender's underwriter as adequate or as meeting underwriting requirements without further action by Purchaser as of that date. If Purchaser provides Seller evidence that it has obtained the Commitment and the lender issuing such Commitment notifies Purchaser, after the date set forth in this paragraph 5(b), that it will not provide the financing, Purchaser shall notify Seller in writing of such fact within three (3) days of Purchaser's receipt of such notice from the lender. If Purchaser does not default under the terms of this paragraph, Deposit shall be refunded to Purchaser.

(c) If any down payment as established in Paragraph 3 or any balance of the Purchase Price in excess of the Deposit is to be paid in cash without third party or Seller financing, upon Seller's written request, Purchaser shall give the Seller written verification from Purchaser's bank or other sources within seven (7) days of the latter of either the request from the Seller or Ratification date of this Contract, that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within five (5) days after the date by which verification was to be given.

(d) Purchaser represents to Seller that neither Purchaser's obligations under this Contract nor Purchaser's financing is dependent or contingent on the sale or settlement or lease of other real property, unless specified in a written contingency. Purchaser acknowledges that Seller is relying on this representation.

(e) The occurrence of any of the following shall constitute a default by Purchaser under this Contract, which Purchaser may cure only by providing evidence reasonably satisfactory to Seller, within three (3) days of written notice by Seller of such default, of Purchaser's ability to settle timely:

- (i) Purchaser fails to make timely application for any financing provided for hereunder, or to diligently pursue obtaining such financing;
- (ii) Purchaser fails to lock in the interest rate(s) provided for hereunder and the rate(s) increase so that Purchaser no longer qualifies for the financing;
- (iii) Purchaser fails to comply with the lender's reasonable requirements in a timely manner;
- (iv) Purchaser fails to notify the lender, Seller, or Listing Company promptly of any material adverse change in Purchaser's financial situation that affects Purchaser's ability to obtain the financing;
- (v) Purchaser does not have the down payment, closing costs or fees, or other funds required to settle as provided in this Contract;
- (vi) Purchaser does or fails to do any act following ratification of this Contract that prevents Purchaser from obtaining the financing; or
- (vii) Purchaser makes any deliberate misrepresentation, material omission, or other inaccurate submission or statement that results in Purchaser's inability to secure the financing.

(f) Purchaser does OR does not intend to occupy the Property as a primary residence.

(g) Nothing in this Contract shall prohibit Purchaser from pursuing alternative financing from the financing specified in paragraph 3 unless it delays settlement or increases expense to Seller without Seller's written agreement. Purchaser's failure to obtain the alternative financing shall be at Purchaser's risk, and shall not relieve Purchaser of the consequences set forth in this paragraph 5 should Purchaser fail to pursue, as required in this paragraph 5, the financing set forth in paragraph 3.

6. VA/FHA LOAN:

(a) It is expressly agreed that notwithstanding any other provision of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property or to incur any penalty by forfeiture of earnest money Deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property (excluding closing costs) as not less than the Purchase Price. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation by giving Seller written notice thereof within three (3) days after receipt of notification of the appraised value. THE APPRAISED VALUATION IS ARRIVED AT TO

DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT/DEPARTMENT OF VETERANS AFFAIRS WILL INSURE. HUD/DEPARTMENT OF VETERAN AFFAIRS DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE PROPERTY. THE PURCHASER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE PROPERTY ARE ACCEPTABLE.

(b) If Purchaser is obtaining VA financing and elects to complete the purchase at a purchase price in excess of the appraised value as established by the Department of Veterans Affairs (the "Department"), Purchaser will disclose the source of such funds to the Department and pay the excess amount from such source. Such funds will not be borrowed funds unless approved by the Department.

(c) If Purchaser is obtaining FHA financing, the parties acknowledge that the loan amount may be approximate because financed acquisition costs cannot be determined until settlement.

7. **LOAN FEES:** Except as otherwise agreed upon in this Contract, Purchaser shall pay all points, loan origination fees, charges, and other costs imposed by a lender or otherwise incurred in connection with obtaining the loan or loans. The amount of any contributions Seller agrees to make under this Contract toward Purchaser's loan fees shall include miscellaneous and tax service fees charged by a lender for financing described in this Contract and which by regulation or law Purchaser is not permitted to pay.
8. **TITLE INSURANCE.** Purchaser may, at Purchaser's expense, purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage. Purchaser may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Purchaser's lender(s), if any, Purchaser and Seller require that enhanced rates be quoted by Purchaser's lender(s). Purchaser understands that nothing herein obligates Purchaser to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.
9. **SETTLEMENT; POSSESSION:** Settlement shall be made at Consumer Escrow & Title or Buyer's Choice on or about October 28, 2022. "Settlement" means the time when the settlement agent has received the duly executed deed, loan funds, loan documents, and other documents and funds required to carry out the terms of the contract between the parties and the settlement agent reasonably determines that prerecordation conditions of such contracts have been satisfied. Possession of the Property, which includes transfer of keys to Purchaser, shall occur at Settlement unless otherwise agreed in writing by the parties. At Settlement, Seller will deliver the deed described in paragraph 15, an affidavit acceptable to Purchaser and Purchaser's title insurance company as to parties in possession and mechanic's liens, applicable non-foreign status and state residency certificates and applicable IRS 1099 certificates.
10. **EXPENSES; PRORATIONS; ROLLBACK TAXES:**
- (a) Each party shall bear its own expenses in connection with this Contract, except as specifically provided otherwise herein. All expenses incurred by Purchaser in connection with the purchase, including without limitation title examination, insurance premiums, survey costs, recording costs, and the fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement. In addition to the Purchase Price, Purchaser agrees to pay Seller for all fuel, oil and/or propane remaining in the tank(s) (if applicable) at the prevailing market price as of the date of settlement.
- (b) Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors. Seller shall pay no more than \$ _____ in conjunction with additional escrow, closing, or settlement services as defined in Virginia Code § 55.1-1000 unless otherwise approved in writing. Purchaser shall pay any costs in excess of this amount charged by the Settlement Agent. If no amount is entered in the space in this paragraph, the parties agree that the amount entered in the blank shall be zero.
- Seller reserves the right to retain an attorney of their choosing, and at their expense, to draft the deed and represent Seller by providing services other than those defined as escrow, closing, or settlement services in Virginia Code § 55.1-1000. Such right must be exercised in time to ensure that there is no delay to settlement.
- (c) Rollback taxes shall be paid as follows:
-
11. **BROKERAGE FEE; SETTLEMENT STATEMENTS:** Seller and Purchaser authorize and direct the settlement agent to disburse to Listing Company and/or Selling Company from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Each of Listing Company and/or Selling Company shall deliver to the settlement agent, prior to settlement, a signed written statement setting forth the fee to which such company is entitled and

stating how such fee and any additional sales incentives are to be disbursed. Seller and Purchaser authorize and direct the settlement agent to provide to each of Seller, Purchaser, Listing Company and Selling Company a copy of the closing disclosure for the transaction.

12. **BROKER INDEMNIFICATION:** Seller and Purchaser agree to hold harmless Listing Company, Selling Company, the officers, directors and employees, or any real estate broker or salesperson employed by or affiliated with the Listing Company or Selling Company for any delay, or expense caused by such delay, in settlement due to regulatory or legal requirements.
13. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (i) terminating this Contract and recovering the Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.
14. **WOOD INFESTATION INSPECTION AND REPORT:** Prior to settlement, Seller shall provide Purchaser a report, dated not more than 30 days prior to date of settlement, from a wood infestation control company certified and licensed by the Commonwealth of Virginia and properly insured, concerning the presence of or damage from termites or other wood-destroying insects in the primary dwelling, in any other dwelling(s) on the Property as to which a certificate of occupancy has been issued and is in effect, and in the following additional structures: _____

(the "Applicable Structures"). If the inspection reveals active infestation in any of the Applicable Structures, Seller shall have such infestation treated by a company licensed by the Commonwealth of Virginia and properly insured. If the inspection reveals damage to any Applicable Structure, Seller shall have the damage repaired by a contractor licensed in the Commonwealth of Virginia; provided, however, that if the estimated aggregate cost of such treatment or repairs or both exceeds \$1,000, and Purchaser and Seller cannot agree on how the amount exceeding \$1,000, will be paid, Purchaser shall have the right either (i) to accept repairs or treatment not exceeding \$1,000, in which event Seller shall have such repairs or treatment performed at Seller's expense, (ii) to receive a credit at settlement in the amount of \$1,000, or (iii) to terminate this Contract and receive a refund of the Deposit.

15. **TITLE:** At settlement Seller shall convey the Property to Purchaser by general warranty deed containing English covenants of title (except that conveyance from a personal representative of an estate or from a trustee or institutional lender shall be by special warranty deed), free of all encumbrances, tenancies, and liens (for taxes and otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for residential purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under paragraph 3(a) or 3(b), the access to a public road must be acceptable to each lender. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable time, then Seller, at Seller's expense and subject to the Remediation Limit set forth in paragraph 18, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice of the defect, then Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustment to the Purchase Price. If Seller has agreed to cure such defect, the parties agree that the settlement date prescribed in paragraph 9 shall be extended as necessary to enable Seller to cure such title defect, but not for more than 60 days unless agreed by the parties.
16. **EQUIPMENT CONDITION AND INSPECTION:**
- (a) Purchaser agrees to accept the Property at settlement, and Seller agrees to deliver the Property to Purchaser at settlement, in its present physical condition, ordinary wear and tear excepted, but with such repairs and improvements as the parties otherwise agree.

(b) If Purchaser's obligations under this Contract are contingent on a professional inspection of the Property, then Purchaser shall be entitled to receive the Property at settlement in such condition as determined by such inspection and any negotiation and agreements relating to it. Purchaser and Purchaser's agents, inspectors, and engineers shall have the right to conduct a preoccupancy or presettlement inspection to verify that the condition of the Property conforms to this Contract and that no material damage or changes necessitating repairs have occurred to the Property after the date of this Contract or after any prior inspection of the Property provided for herein. Purchaser shall not be entitled to require Seller to correct defects discovered at a preoccupancy or presettlement inspection but existing as of the time of a prior inspection of the Property if those defects were not reported to Seller in connection with such prior inspection and Seller has not agreed to remedy such defects.

(c) If Purchaser's obligations under this Contract are not contingent on a professional inspection of the Property, then Seller warrants that all appliances, heating and cooling equipment, plumbing, including septic system, and electric systems will be in working condition at the time of settlement or of Purchaser's occupancy, whichever occurs first. Purchaser and Purchaser's agents, inspectors, and engineers shall have the right to conduct a preoccupancy or presettlement inspection to verify that the condition of the Property conforms to this Contract and that no material damage or changes necessitating repairs have occurred to the Property after the date of this Contract. Seller's obligations in this regard are limited by the Remediation Limit set forth in paragraph 18 of this Contract.

(d) Seller will provide Purchaser, Purchaser's professional inspectors and engineers, Selling Company, and representatives of Purchaser's lenders reasonable access to the Property to conduct inspections as appropriate and in compliance with this Contract. Seller will have all utilities in service at the time of all inspections to be conducted pursuant to this Contract, including those provided for in any separate provision or addendum dealing with inspections of the Property.

(e) Seller agrees to deliver the Property in broom-clean condition and to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the date this Contract is executed by Seller and the time of settlement or Purchaser's occupancy, whichever occurs first. If Seller fails to deliver the Property in the condition required by this paragraph 16, or if the presettlement or preoccupancy inspection reveals material damage or changes necessitating repairs occurring after any prior inspection of the Property, and Seller refuses to make the appropriate repairs, Purchaser shall have the right to terminate this Contract and receive a refund of the Deposit, or to waive the defects and proceed to settlement with no adjustment to the Purchase Price.

17. WELL:

(a) If the Property is served by an on-site well or other natural water source, Seller agrees to provide Purchaser with a certificate dated not more than 30 days prior to settlement from the appropriate governmental authority, or from an acceptable private company, indicating that the water is free from contamination by coliform bacteria. If this Contract is contingent on Purchaser's obtaining FHA or VA financing, the certificate shall also state that the water is free from levels of lead unacceptable to FHA or VA.

(b) If contamination of the water is found, then Seller, at Seller's expense and subject to the Remediation Limit set forth in paragraph 18, shall effect the appropriate remedies or repairs. If Seller fails to do so as soon as practicable, Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustments to the Purchase Price.

18. SELLER'S AND PURCHASER'S OPTION: In the event that the total cost of fulfilling Seller's obligations set forth in paragraphs 15, 16 (c), and 17 above exceed \$ _____ in the aggregate (the "Remediation Limit"), Seller shall have the option (i) to fulfill Seller's obligations fully at Seller's expense, or (ii) to pay or credit the Remediation Limit to Purchaser and refuse to pay any excess over that amount. If Seller elects option (ii), Purchaser shall have the right to either accept the Property in its present condition (in which case the Seller shall pay or credit the Remediation Limit to Purchaser at settlement), or to terminate this Contract and receive a refund of the Deposit. If no amount is entered in the space in this paragraph, the parties agree that the amount shall be \$1,000. The Remediation Limit is independent of any obligations agreed to by Seller in connection with an inspection of the Property pursuant to a separate addendum to this Contract, or provision other than contained in paragraphs 15, 16 (c), and 17, dealing with the right of Purchaser to conduct an inspection of the Property.

19. PURCHASER'S INSPECTION(S): Purchaser may have professional inspection(s) performed at Purchaser's expense by one or more qualified/licensed inspectors. Purchaser (Please check and initial): WAIVES (NA) (purchaser's initial): OR DESIRES (NA) (purchaser's initial): professional inspection(s).

The Property is OR is not served by a septic system. If the Property is served by a septic system, Purchaser WAIVES (NA) (purchaser's initial) OR DESIRES (NA) (purchaser's initial) a septic inspection.

If Purchaser desires an inspection contingency, see attached inspection addendum or separate provision of this Contract.

20. NOTICE TO PURCHASER REGARDING SETTLEMENT AGENT AND SETTLEMENT SERVICES: **Choice of Settlement Agent:** Chapter 10 (§ 55.1-1000 et seq.) of Title 55.1 of the Code of Virginia provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party. **Variation by agreement:** The provisions of Chapter 10 (§ 55.1-1000 et seq.) of Title 55.1 of the Code of Virginia may not be varied by agreement, and rights conferred by this chapter may not be waived. The seller may not require the use of a particular settlement agent as a condition of the sale of the property. **Escrow, closing, and settlement service guidelines:** The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from his settlement agent, upon request, in accordance with the provisions of Chapter 10 (§ 55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

To facilitate the settlement agent's preparation of various closing documents, including any HUD-1 or Closing Disclosure, Purchaser hereby authorizes the settlement agent to send such Closing Disclosure to Purchaser by electronic means and agrees to provide the settlement agent Purchaser's electronic mail address for that purpose only.

21. MECHANICS LIEN NOTICE:

(a) Virginia law (§43-1 et seq.) permits persons who have performed labor or furnished material 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 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.**

(b) Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

- 22. CONDOMINIUM DISCLOSURE:** The Seller represents that the Property [select one]: is OR is not a condominium resale, which is subject to the Virginia Condominium Act (§55.1-1900 et seq. of the Code of Virginia) (the "Condominium Act"). If the Property is a condominium resale, the Condominium Act requires the Seller to obtain from the unit owners' association a resale certificate and provide it to the Purchaser or Purchaser's authorized agent. The information contained in the resale certificate shall be current as of the specified date on the resale certificate. The Purchaser may cancel this Contract (a) within _____ days (between 3 and 7; if blank, 3) after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the resale certificate or is notified that the resale certificate will not be available; (b) within _____ days (between 3 and 7; if blank, 3) after receiving the resale certificate if the resale certificate or notice that the resale certificate will not be available is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United States Postal Service and a receipt obtained; or (c) within _____ days (between 6 and 10; if blank, 6) after the postmark date if the resale certificate or notice that the resale certificate will not be available is sent to the Purchaser by United States mail. The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the resale certificate will not be available and the resale certificate is not delivered to the Purchaser. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for the delivery of the resale certificate to Purchaser or Purchaser's authorized agent who is _____ for the purposes of this paragraph. The right to receive the resale certificate and to cancel this Contract terminates at settlement. If the Purchaser has received the resale certificate, the Purchaser has a right, at Purchaser's sole expense, to request from the unit owners' association a resale certificate update or financial update. A request for an updated resale certificate does not extend the cancellation periods set forth above.

- 23. PROPERTY OWNERS' ASSOCIATION DISCLOSURE:** The Seller represents that the Property [select one]: is OR is not located within a development which is subject to the Virginia Property Owners' Association Act (§§ 55.1-1800 et. seq. of the Code of Virginia) (the "Act"). If the Property is within such a development, the Act requires the Seller to obtain from the property owners' association an association disclosure packet and provide it to the Purchaser, or Purchaser's authorized agent. The information contained in the association disclosure packet shall be current as of the specified date on the disclosure packet. The Purchaser may cancel this Contract (a) within _____ days (between 3 and 7; if blank, 3) after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the association disclosure packet or is notified that the association disclosure packet is not available; (b) within _____ days (between 3 and 7; if blank, 3) after receiving the association disclosure packet, if the association disclosure packet or notice that the association disclosure packet will not be available is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United States Postal Service and a receipt obtained; or (c) within _____ days (between 6 and 10; if blank, 6) after the postmark date if the association disclosure packet or notice that the association disclosure packet will not be available is sent to the Purchaser by United States mail. The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to the Purchaser. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for delivery of the disclosure packet to Purchaser or Purchaser's authorized agent who is _____ for the purposes of this paragraph. The right to receive the association disclosure packet and to cancel this Contract terminates at settlement. If the

Purchaser has received the association disclosure packet, the Purchaser has a right, at Purchaser's sole expense, to request an update of such disclosure packet from the property owners' association. A request for an updated disclosure packet does not extend the cancellation periods set forth above.

24. **LEAD-BASED PAINT INSPECTION:** This paragraph applies only if the Property was built prior to 1978 and is not exempt from the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4852d) (the "Lead Paint Act") and regulations promulgated pursuant thereto. (Check as applicable):

(a) Attached to this Contract is a fully executed "Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Based Paint Hazards," which is made a part of this Contract by the provisions of the Lead Paint Act.

(b) The Lead Paint Act grants Purchaser the right, for a period of ten (10) days after the date this Contract is fully ratified, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards. Unless Purchaser and Seller have otherwise agreed, Purchaser's obligations under this Contract are not contingent on the results of such assessment or inspection. **(Check as applicable):**

(i) Purchaser reserves the right to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards; **OR**

(ii) Purchaser waives the right to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

25. **NOTICE TO PURCHASER(S):** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on sexual offenders registered under Chapter 23 (§19.2-387 et seq.) of Title 19.2 of the Virginia Code. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or www.vsp.state.va.us/.

26. **NOTICE OF DISCLOSURE PURSUANT TO VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT:**
Disclosure is **OR** is not attached **OR** the RPDA does not apply. (Attachment does not become part of this Contract.)

27. **DEFAULT:** If Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in paragraph 11 hereof as if this Contract had been performed and for any damages and all expenses incurred by non-defaulting party, Listing Company, and Selling Company in connection with this transaction and the enforcement of this Contract, including, without limitation attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to the property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for the fee of Listing Company in this transaction and for any damages and expenses incurred by the non-defaulting party, Listing Company, and Selling Company in connection with this transaction. In any action brought by Seller, Purchaser, Listing Company, or Selling Company under this Contract or growing out of the transactions contemplated herein, including, without limitation, a suit to secure the release of any earnest money deposit that the other principal to the transaction has refused to authorize, the prevailing party in such action shall be entitled to receive from the non-prevailing party or parties, jointly, and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action. Seller and Purchaser acknowledge and agree that Listing Company and Selling Company are intended third-party beneficiaries of this Contract as to any commissions due them as a result of the transactions contemplated by this Contract.

28. **MISCELLANEOUS:** This Contract may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the Date of Ratification or delivery of the notice that triggers the time period. Deadlines run until 11:59 p.m. on the date of the deadline, unless otherwise noted. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the state in which the Property is located and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed term hereof, the handwritten and typewritten terms shall control. Whenever the context shall so require, the masculine shall include the feminine and singular shall include the plural. Unless otherwise provided herein, the provisions of this Contract affecting title shall be deemed merged into the deed delivered at settlement and shall not survive settlement. The parties agree that venue for any disputes shall be the jurisdiction in which the Property is located.

29. **NON-BINDING MEDIATION:** In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Contract, including those involving the Listing Company or the Selling Company, to mediation prior to instituting litigation. Such mediation will be **non-binding**, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial

actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate.

30. **BROKERS: LICENSEE STATUS:**

(a) Listing Company and Selling Company may from time to time engage in general insurance, title insurance, mortgage loan, real estate settlement, home warranty, and other real estate-related businesses and services, from which they may receive compensation during the course of this transaction, in addition to real estate brokerage fees. The parties acknowledge that Listing Company and Selling Company are retained for their real estate brokerage expertise, and neither has been retained as an attorney, tax advisor, appraiser, title advisor, home inspector, engineer, surveyor, or other professional service provider.

(b) Disclosure of Real Estate Board/Commission licensee status, if any is required in this transaction: The buyer's Realtor is licensed in the state of VA.

31. **OTHER TERMS:** (Use this space for additional terms not covered elsewhere in this Contract.)

Home Inspection done for buyer's purposes only.

32. **ACCEPTANCE:** This Contract, when signed by Purchaser, shall constitute an offer to enter into a bilateral contract, and the offer shall remain in effect unless earlier withdrawn, until _____ (local time in Virginia), on _____, 20____ (date). If not accepted by such time, this offer shall be null and void.

33. **ELECTRONIC SIGNATURES.** VA / MDWA If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement and any addenda or amendments. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

34. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Purchaser and Seller are advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Neither Purchaser or Seller should send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

PURCHASER:

Sep 10, 2022 8:45 AM CDT
DATE PURCHASER
Nayef Abushaar

DATE PURCHASER

DATE PURCHASER

DATE PURCHASER

SELLER:

Sep 10, 2022 11:13 AM PDT
DATE SELLER
Michelle D Washington-Askew

DATE SELLER

DATE SELLER

DATE SELLER

For informational purposes only:

If Escrow Agent is Listing or Selling Broker, receipt of Deposit per paragraph 4 is hereby acknowledged.

9/14/2021 *X B Puryear*
 Date Escrow Agent

Selling Company's Name and Address:

NextHome 1st Choice
 3464 Highway 903
 Bracey, VA 23919
 Office Phone: (434)955-1102 Fax: (434)636-6399
 MLS Broker Code: Office ID No. 351
 Firm license No.: 0226031429
 Agent Name: Kimberley Wallace
 Agent MLS ID No.: 38
 Agent license No.: 0225244152
 Agent E-mail address: kimwallace.realtor@gmail.com
 Agent Cell Phone No.: (434)955-1102

Listing Company's Name and Address:

For sale by owner
 Office Phone: Fax:
 MLS Broker Code: Office ID No.
 Firm license No.:
 Agent Name:
 Agent MLS ID No.:
 Agent license No.:
 Agent E-mail address:
 Agent Cell Phone No.:

This Contract has been ratified by Purchaser and Seller as of _____, 20____ ("Date of Ratification").

Acknowledgement that Contract is ratified as of the date above.

Selling Firm _____
(signature)

Listing Firm _____
(signature)

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VIRGINIA REALTORS®
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
(Purchase)



This disclosure applies to the property(ies) in the City or County of Mecklenburg and is described as follows:
408 W Sycamore Street, Chase City, VA 23924

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.

Sellers' Disclosures (each Seller initial in each space and check the appropriate box after each space)

(a) Presence of lead-based paint hazards (check one below):
[X] Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.
[] Known lead-based paint and/or lead-based paint hazards are present in the housing (Explain):

(b) Records and reports available to the Seller (check one below):
[X] Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.
[] Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents):

Purchasers' Acknowledgments (each purchaser initial in each space and check the appropriate box after space (e))

(c) Purchaser has received copies of all available information listed above.
(d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home.", available at https://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf
(e) Purchaser has (check one below):
[] 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
[X] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards.

Agents' Acknowledgments (each agent involved in this transaction receiving compensation from the seller must initial in the appropriate space)

(f) Seller's agent (listing agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852d and Agent is aware of his/her responsibility to ensure compliance.
(g) Purchaser's agent (if agent will receive any compensation from seller or seller's agent) has been assured the seller is aware of the seller's obligations under 42 U.S.C. 4852d, or the Agent has informed the seller of the seller's obligations under 42 U.S.C 4852d, and Agent is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Signature table with columns for Date, Seller, Agent, Purchaser, and Agent Kimberley Wallace. Includes dates like Sep 13, 2022 and times like 2:48 PM PDT.

For informational purposes only:

Firm: For sale by owner Firm: NextHome 1st Choice
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Item 9.

ONE
PAGE OF
RECORDS IN
THIS
LAND

1. OF THIS DOCUMENT,
TRUE AND STAMPED
BE CONSIDERED

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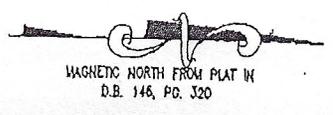
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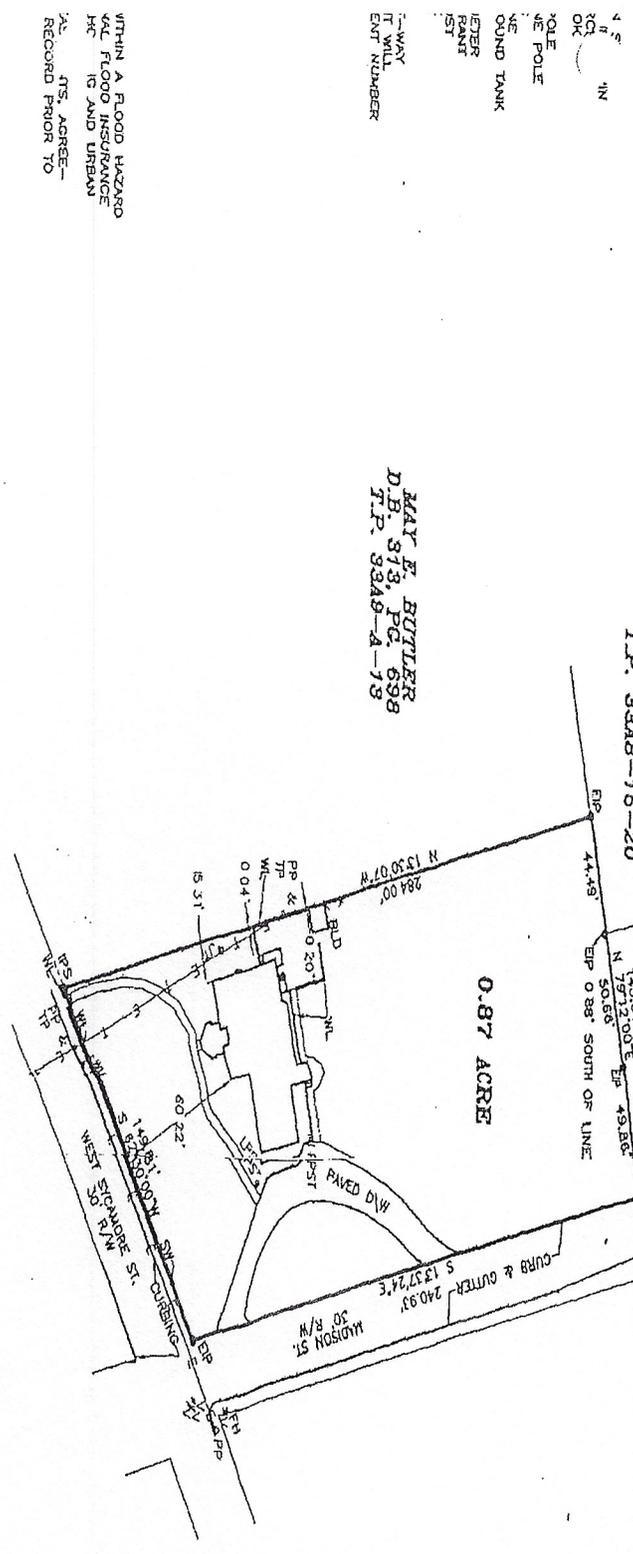
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OCT.

For Deed see instrument #



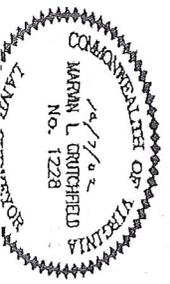
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D.B. 146, PG. 320



MAY E. BUTLER
D.B. 313, PG. 698
T.P. 33A8-4-13

CAROL W. POWELL
D.B. 268, PG. 447
T.P. 33A8-15-20

MARK A. DUNN
D.B. 492, PG. 60
PLAT D.B. 364, PG. 404
T.P. 33A8-15-16A



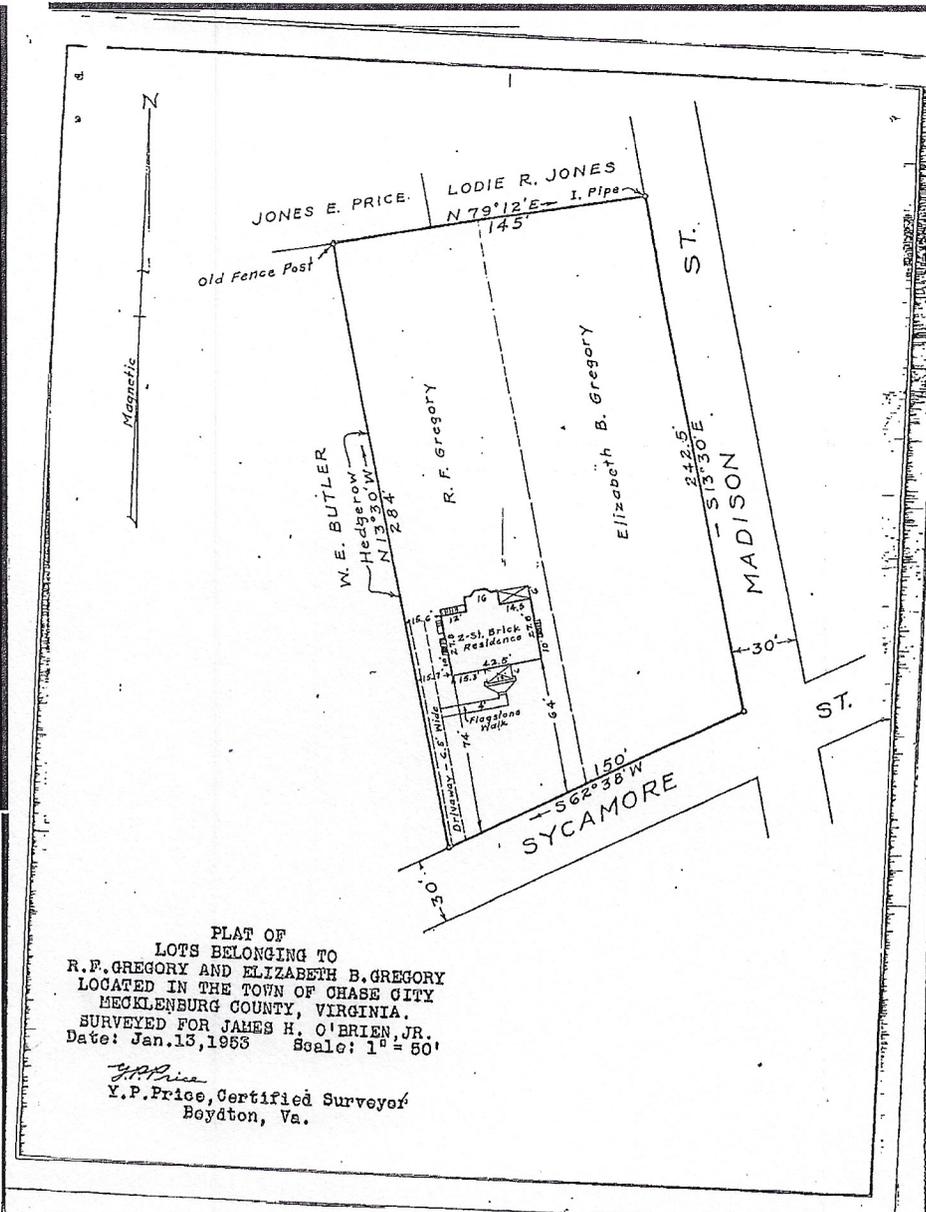
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MECKLENBURG COUNTY ON
OCTOBER 5, 2001 AT 11:27AM
BY GLENN S. CLERK

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SURVEY & HOLD
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TOWN OF CH
MECKLENBURG CC
OWNED
FRANCES C. C
D.W. IN. J
T.P. 33A1

WITHIN A FLOOD HAZARD
AND FLOOD INSURANCE
RISK AND URBAN
RECORD PRIOR TO

AS CURRENT
BEST OF MY
CORRECT AND
PROCEDURES
BY THE
ARCHITECTS
AND SURVEYORS,
ARCHITECTS.



PLAT OF
 LOTS BELONGING TO
 R. F. GREGORY AND ELIZABETH B. GREGORY
 LOCATED IN THE TOWN OF CHASE CITY
 MECKLENBURG COUNTY, VIRGINIA.
 SURVEYED FOR JAMES H. O'BRIEN, JR.
 Date: Jan. 13, 1953 Scale: 1" = 50'

Y.P. Price
 Y.P. Price, Certified Surveyor
 Boydton, Va.

*cc
 Mecklenburg Co.
 James H. O'Brien Jr.
 Chase City, Va.
 4/19/53*

In the Clerk's Office of Mecklenburg Circuit Court *Nov. 30, 1953*
 The foregoing Deed of B. & S. and Plat together with the
 certificate of acknowledgment thereon endorsed and in
 Federal Revenue Stamps thereto adhered and cancelled was this
 day received in the Clerk's Office aforesaid and admitted to
 record.

Teste: *N. J. Wilkeson* Clerk



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

Owner's Policy

POLICY NUMBER

5011400-3506846e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 2022-545
Loan #: 17057819004
Policy #: 5011400-3506846e

Issued By:

Consumer Escrow And Title, Inc.
134 N. Mecklenburg Ave.
South Hill, VA 23970

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



VIRGINIA ASSOCIATION OF REALTORS®
DISCLOSURE OF BROKERAGE RELATIONSHIP
IN A RESIDENTIAL REAL ESTATE TRANSACTION
FOR UNREPRESENTED PARTY(IES)

Property Address (if applicable): 408 W Sycamore Street
Chase City, VA 23924

The undersigned unrepresented party(ies) do hereby acknowledge disclosure that the licensee
Kimberley Wallace (Broker or Salesperson) associated with
NextHome 1st Choice (Brokerage Firm) represents only the following
party in a residential real estate transaction:

- Seller(s) OR Landlord(s)
 Buyer(s) OR Tenant(s)

SIGNATURE OF UNREPRESENTED PARTY

Print Name
_____/_____
Date Signature

SIGNATURE OF UNREPRESENTED PARTY

Print Name
_____/_____
Date Signature

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