

# Living Estate Auction

31289 Pond Road, Temperanceville, VA

Selling to fund the owner's healthcare

Real Estate Live ONSITE Auction: August 3<sup>rd</sup> @ 5:31PM



**Preview Dates: July 23<sup>rd</sup> and 30<sup>th</sup> 1-3 pm**

**Real Estate LIVE AUCTION:** Cute 3 bedroom ranch home with open floor plan, huge master bathroom, walk up attic and detached garage. This is the perfect retirement or starter home!

**Personal Property ONLINE ONLY:** The personal property has been removed and will be sold in early September at our Delmar facility located at 30503 East Line Road, Delmar MD There is a large quantity of collectibles, tools, reloading supplies, Mercury Grand Marquis, furniture and models.

**Terms Real Estate:** \$5,000 deposit day of auction in cash or good check. 3.5% buyer premium. The home is being sold as is where is and the buyer is encourage to obtain any inspections they feel necessary prior to auction. Buyer is responsible for transfer taxes. For full terms and a contact example please visit our web site. It is the intent of the Personal Representative of the estate to sell the property at auction but he reserves the right to accept or reject the final bid. Brokers Protected!



**Real Estate Auctions • Business Liquidations • Estate Auctions**

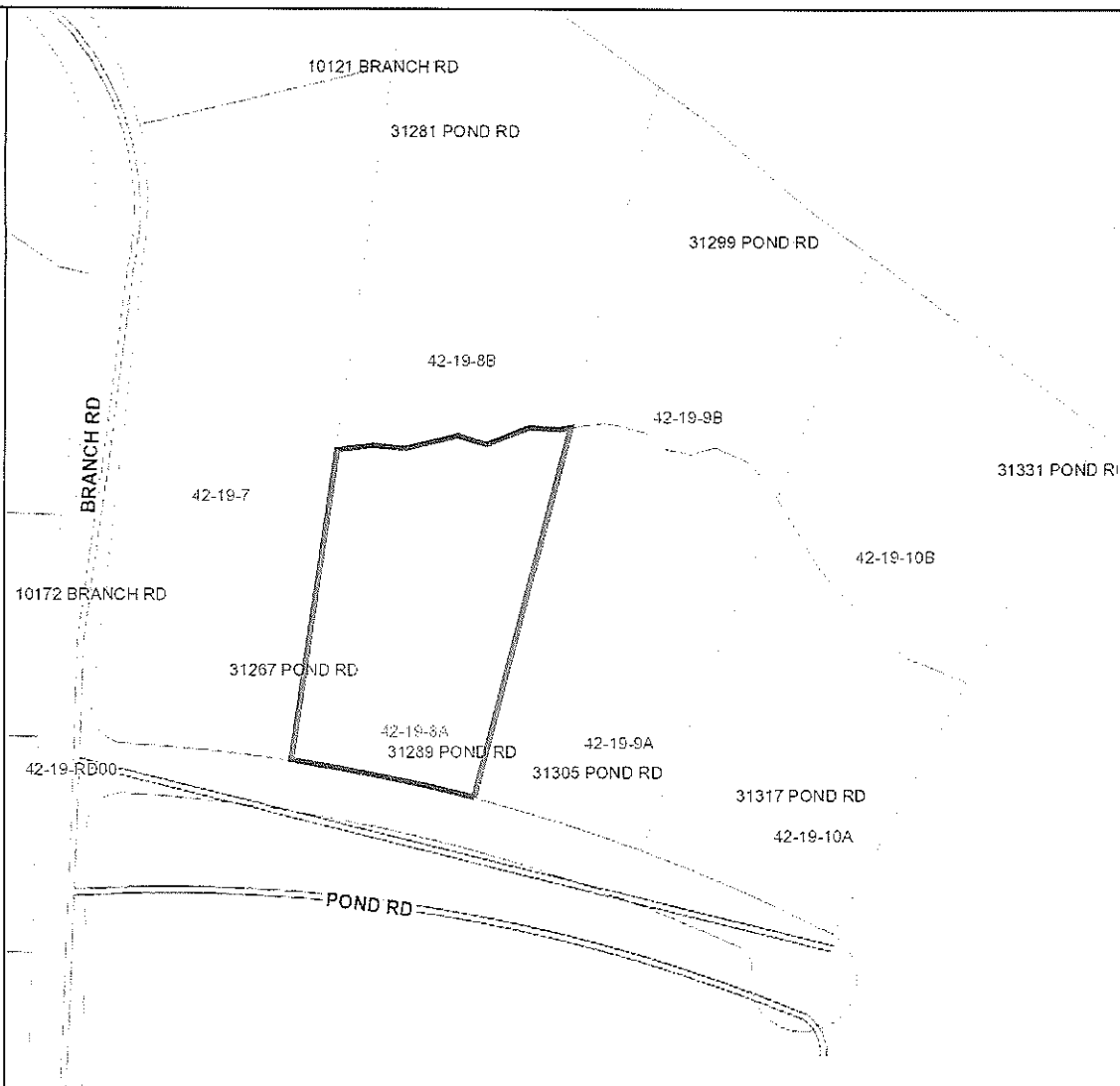
**Marshallauctioncompany.com 410.749.8092**

Virginia License # 2907003003

# Accomack County, Virginia

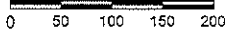
## Legend

Road Labels



Map Printed from AccoMap  
<http://accomack.mapsdirect.net/>

Feet



**Title:**

**Date:** 7/18

*DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Accomack County is not responsible for its accuracy or how current it may be.*

# Accomack County, Virginia

July 18, 2017

**Tax Map #:**

42-19-8A

**Parcel ID:**

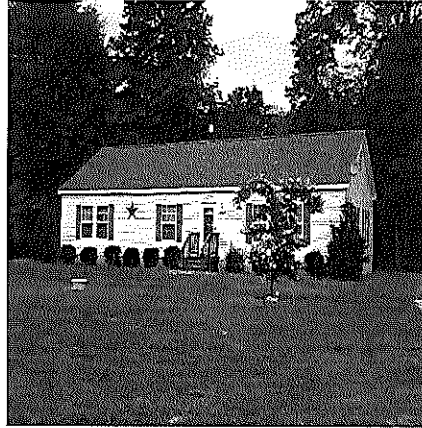
0420019000008A0

The assessment information is obtained from the total value of these tax map numbers...

42-19-8A

## Summary

**Owner's Name**  
HILL,LARRY C  
*No Data*  
**Mailing Address**  
PO BOX 340  
ATLANTIC, VA 23303  
**Base Zoning**  
Agricultural  
**Overlay Zoning**  
Chesapeake/Atlantic Preservation  
Area  
**Tax District**  
Subscription Only



## Sale Information

<b>Transfer Date:</b>	12/7/2006
<b>Sales Price:</b>	0
<b>Grantor:</b>	LARRY C HILL OR CLARA H
<b>Deed Reference:</b>	2006 07492
<b>Plat Book:</b>	No Data
<b>Plat Page:</b>	No Data

## Assessment Information

	2016	2014
<b>Land Value</b>	\$29,400	\$29,400
<b>Improvement</b>	\$136,000	\$138,800
<b>Total Value</b>	\$165,400	\$168,200

The assessment information is obtained from the total value of these tax map numbers...  
42-19-8A

## Land

<b>Property Class:</b>	200-Single Family- Suburban	<b>Electricity:</b>	Subscription Only
<b>Legal Description:</b>	DEER RUN LOT 8A 1.34 AC	<b>Gas:</b>	Subscription Only
<b>Land Description:</b>	HOMESITE - UNPAVED ROAD	<b>Sewer:</b>	Subscription Only
<b>Street Type:</b>	Subscription Only	<b>Water:</b>	Subscription Only

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof, as Accomack County expressly disclaims any liability for loss or damage arising from the use of said information by any third party.



COUNTY OF ACCOMACK, VIRGINIA  
 DANA T. BUNDICK - TREASURER  
 PO BOX 296  
 ACCOMAC VA 23301-0296

RETURN SERVICE REQUESTED  
 SEMI-ANNUAL REAL ESTATE BILL

HILL, LARRY C  
 PO BOX 340  
 ATLANTIC VA 23303-0000

Bill Number:	96873	Due Date:	12/5/2017
Bill Year:	2017	Bill Date:	11/5/2017
Installment:	2	Account No.:	9413

Tax District	Parcel ID Number
Atlantic	0420019000008A0
Property Location	
31289 POND RD	
Legal Description	
DEER RUN LOT 8A 1.34 AC	
Property Owners on January 1	
HILL, LARRY C	

ASSESSMENT AS OF JANUARY 1						TAX		CREDITS	TAXES DUE	
Fair Market Value			Taxable Value			Tax Rate	Annual Tax	Senior/Disabled	1st Half Due 12/5/2017	
Land	Improvements	Total	Land	Improvements	Total					
29,400	136,000	165,400	29,400	136,000	165,400	0.6100	\$1,008.96		\$504.48	
<p>1. Questions concerning payment should be directed to the Treasurer's Office at 757-787-5738 or 757-824-6451. Questions concerning assessed values should be directed to the County Assessor's Office at 757-787-5729.</p> <p>2. Real estate taxes are due in 2 semi-annual installments. The first half taxes are due June 5, 2017 and the second half taxes are due December 5, 2017.</p> <p>3. Penalty for failure to pay tax by due date shown will be 10%. Penalty is applied to the 1st half tax on June 6, 2017. Penalty is applied to the second half on December 6, 2017. In addition, interest of 10% per annum will be applied to the unpaid balances. Interest on the delinquent portion of this bill is calculated up to the due date. If payment is made before the due date, interest will be adjusted accordingly.</p> <p>4. Real estate devoted to agricultural, horticultural and forest uses may qualify for enrollment in the County Land Use Assessment Program and receive special assessment. Qualifying acreage in the program is assessed at its "use" value rather than fair market value. This generally results in a lower taxable value. Real estate taxes shown on the tax bill are levied on the lower of fair market value or taxable value.</p>									DELINQUENT AMOUNTS	
								Credits	\$0.00	
								TOTAL	\$504.48	

Please make checks payable to Accomack County Treasurer and return this portion with your payment. A drop box is available out the Treasurer's office in Accomac for your convenience. Your cancelled check with server as your receipt.

Account Number:  Bill Number:  Parcel ID #

ASSESSMENT AS OF JANUARY 1					
Fair Market Value			Taxable Value		
Land	Improvements	Total	Land	Improvements	Total
29,400	136,000	165,400	29,400	136,000	165,400

Bill Year	2017	Balance Due
Current Taxes and License Fees		\$504.48
Amount Delinquent		
Miscellaneous Fees		
Credit Applied		
<b>Total Due By</b>	<b>12/5/2017</b>	<b>\$504.48</b>

HILL, LARRY C  
 PO BOX 340  
 ATLANTIC VA 23303-0000



COUNTY OF ACCOMACK, VIRGINIA  
 DANA T. BUNDICK - TREASURER  
 PO BOX 296  
 ACCOMAC VA 23301-0296

RETURN SERVICE REQUESTED  
 SEMI-ANNUAL REAL ESTATE BILL

HILL, LARRY C  
 PO BOX 340  
 ATLANTIC VA 23303-0000

Bill Number:	96873	Due Date:	6/5/2017
Bill Year:	2017	Bill Date:	4/17/2017
Installment:	1	Account No.:	9413

Tax District	Parcel ID Number
Atlantic	0420019000008A0
Property Location	
31289 POND RD	
Legal Description	
DEER RUN LOT 8A 1.34 AC	
Property Owners on January 1	
HILL, LARRY C	

ASSESSMENT AS OF JANUARY 1						TAX		CREDITS	TAXES DUE	
Fair Market Value			Taxable Value			Tax Rate	Annual Tax	Senior/Disabled	1st Half Due 6/5/2017	
Land	Improvements	Total	Land	Improvements	Total					
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29,400	136,000	165,400	29,400	136,000	165,400

Bill Year	2017	Balance Due
Current Taxes and License Fees		\$504.48
Amount Delinquent		
Miscellaneous Fees		
Credit Applied		
<b>Total Due By</b>	<b>6/5/2017</b>	<b>\$0.00</b>

HILL, LARRY C  
 PO BOX 340  
 ATLANTIC VA 23303-0000

# Wood Destroying Insect Inspection Report

Notice: Please read important consumer information on page 2.

## Section I. General Information

Inspection Company, Address & Phone  
**Lewis Termite & Pest Control, Inc.**  
**6168 Termite Lane**  
**Chincoteague, VA 23336-2608**  
**757-336-3373**

Company's Business Lic. No.

1533

Date of Inspection

7-18-17

Address of Property Inspected

**Marshall Auctions**  
**31289 Pond Rd.**  
**Temperanceville, Va. 23442**

Inspector's Name, Signature & Certification, Registration, or Lic. #

*E Lewis*

**E.W. Lewis**  
**2096 VA 23898MD**

Structure(s) Inspected

Dwelling

**Section II. Inspection Findings** This report is indicative of the condition of the above identified structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or defects. **Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:**

- A. No Visible evidence of wood destroying insects was observed.
- B. Visible evidence of wood destroying insects was observed as follows:
  - 1. Live Insects (description & location): \_\_\_\_\_
  - 2. Dead Insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location): \_\_\_\_\_
  - 3. Visible damage from wood destroying insects was noted as follows (description and location): \_\_\_\_\_

**NOTE: This is not a structural damage report.** If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.

Yes  No  It appears that the structure(s) or a portion thereof may have been previously treated. Visible evidence of possible previous treatment:

The inspecting company can give no assurances with regard to work done by other companies. The company that performed the treatment should be contacted for information on treatment and any warranty or service agreement which may be in place.

## Section III. Recommendations

- No treatment recommended: (Explain if Box B in Section II is checked) \_\_\_\_\_
- Recommend treatment for the control of: \_\_\_\_\_

## Section IV. Obstructions and Inaccessible Areas

The following areas of the structure(s) inspected were obstructed or inaccessible:

- Basement \_\_\_\_\_
- Crawlspace 13
- Main Level 1, 3, 4, 5, 6, 8, 9, 13
- Attic \_\_\_\_\_
- Garage \_\_\_\_\_
- Exterior 13, 17
- Porch \_\_\_\_\_
- Addition \_\_\_\_\_
- Other \_\_\_\_\_

The inspector may write out obstructions or use the following optional key:

- |                         |  |
|-------------------------|--|
| 1. Fixed ceiling        | 13. Only visual access                 |
| 2. Suspended ceiling    | 14. Cluttered condition                |
| 3. Fixed wall covering  | 15. Standing water                     |
| 4. Floor covering       | 16. Dense vegetation                   |
| 5. Insulation           | 17. Exterior siding                    |
| 6. Cabinets or shelving | 18. Window well covers                 |
| 7. Stored items         | 19. Wood pile                          |
| 8. Furnishings          | 20. Snow                               |
| 9. Appliances           | 21. Unsafe conditions                  |
| 10. No access or entry  | 22. Rigid foam board                   |
| 11. Limited access      | 23. Synthetic stucco                   |
| 12. No access beneath   | 24. Duct work, plumbing, and/or wiring |

## Section V. Additional Comments and Attachments (these are an integral part of the report)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attachments \_\_\_\_\_

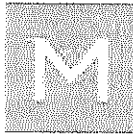
**Signature of Seller(s)** or Owner(s) if refinancing. Seller acknowledges that all information regarding W.D.I. infestation, damage, repair, and treatment history has been disclosed to the buyer.

X

**Signature of Buyer.** The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported.

X

# REAL ESTATE MEMORANDUM OF AUCTION



**MARSHALL**  
REAL ESTATE AUCTIONS

PO Box 3682, Salisbury, MD 21802

T: 410.749.8092 F: 410.476.3110

www.MarshallAuctions.com

The undersigned BUYER, of \_\_\_\_\_ of \_\_\_\_\_

{Address} {City} {State} {Zip} {Phone No.}

Acknowledges that on August 3, 2017 at 31289 Pond Road, Temperanceville, VA 23442 {address}, undersigned Buyer purchased at the public auction of Marshall Auction Marketing Company, Inc., the undersigned Auctioneer, who was **acting on behalf of** \_\_\_\_\_, {Seller} of \_\_\_\_\_ {Address}

The Following described property: 31289 Pond Road, Temperanceville, VA 23442

Tax Map: 42-19-8A Parcel: 0420019000008A0

Buyer agrees to comply with all of the terms and conditions of the sale as stated by Auctioneer and as attached and, by this reference, incorporated in this memorandum of sale; and having paid to Auctioneer the sum of **Five Thousand Dollars (\$5,000.00)**, receipt of which is acknowledged by Auctioneer as a **DEPOSIT**, pursuant to the terms and conditions of sale. Buyer will forfeit such deposit to the use of Seller should Buyer fail to comply with the terms and conditions of sale.

**CONTRACT PRICE:** The **CONTRACT PRICE** for said property is: (Inclusive of 3.5% Buyer Premium)

**SETTLEMENT DATE:** The Buyer is to pay the balance of the total amount due under Memorandum of Auction at the time of settlement, which shall occur within, or no later than, **45 (Forty Five)** days from the date of the auction sale. If not settled within 45 days, interest shall be charged on the unpaid balance at the rate of 9% per annum from the 46<sup>th</sup> day after the sale to the date of settlement. If settlement does not occur within 60 days of the sale, the property shall be considered forfeited and resold at the expense and risk of the purchaser.

**METHOD OF PAYMENT:** Balance in Cash or Certified Check at settlement; settlement to be held in the aforesaid time frame at such place and time as is mutually agreeable by all parties.

**DEFAULT:** Check(s) issued for the deposit on this agreement will be deposited promptly for clearance by Marshall Auction Marketing Company, Inc., in a non-interest bearing escrow account until the sale is closed. The holder of the deposit will not be responsible for non-payment of checks. If the sale is not closed because of the fault of the Buyer, the holder of the deposit is authorized to reimburse for expenses incurred and pay the Auctioneer his fee, and pay the balance of the deposit to the Seller as consideration for default on this sale, and the holder of the deposit will be held harmless by all parties for disbursement in good faith as here provided. If Seller fails to deliver the signed Deed, the deposit shall be returned to the Buyers. If Seller cannot deliver good and marketable title, Seller, in Seller's sole discretion, may extend the contract for ninety (90) days in order to correct any title defect. If Seller is unable to convey marketable title as aforesaid, Buyer's sole remedy shall be the return of the deposit. Upon return of the deposit, the sale shall be null and void. It shall be understood and agreed that upon default by either Buyer or Seller, the defaulting party shall be liable for the commission or Auctioneer's fee and expenses.

**POSSESSION:** Buyer shall be given possession upon conclusion of settlement.

**CONDITION OF PROPERTY:** Buyer agrees that Buyer has inspected the property prior to auction and has not relied upon any representation made by Auctioneer or their associates in describing the property and Buyer agrees to accept the property in its "**AS IS**" condition. Unless an express agreement exists to the contrary, no express or implied warranties are in effect on the property.

property in its "AS IS" condition. Unless an express agreement exists to the contrary, no express or implied warranties are in effect on the property.

**DEED:** The Seller will submit to the Buyer, at or before the time herein stipulated for final payment of the purchase price, a good and sufficient deed to be executed by the Seller at the Buyer's expense and to be delivered to the Buyer or to whomever he may have substituted as grantee in said deed, a good and merchantable fee simple title in and to said property, free and clear of all liens and encumbrances except as are herein specified, but subject however to all easements, laws, ordinance, declarations, and regulations, if any, including Historical District Guidelines.

**EXPENSES:** Unless otherwise stated herein, Real Estate Taxes, and all other public charges and assessments payable on an annual basis shall be adjusted to date of closing. Costs of all documentary taxes, document preparation, title examination, title insurance, other recordation fees, survey, and any and all other costs which shall be deemed necessary to transfer the title shall be paid by the Buyer.

**TITLE ATTORNEY** – BUYER HAS THE RIGHT TO SELECT HIS OWN TITLE INSURANCE, SETTLEMENT ESCROW COMPANY, OR TITLE ATTORNEY.

**FINAL AGREEMENT:** This Agreement contains the final and entire agreement between the parties hereto, who hereby bind themselves, their heirs, executors and administrators, respectively, to the faithful performance of this agreement; it being further agreed that neither the parties nor their agents shall be bound by any terms, conditions, or representations not herein written, and that time is of the essence of this agreement; the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein. **Buyer and seller each acknowledge receipt of a copy of this fully executed Real Estate Memorandum of Auction.**

**Time is of the essence.**

DATE: August 3, 2017

SELLER:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

BUYER:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Marshall Auction Marketing Company, Inc.

By: \_\_\_\_\_

P. Douglas Marshall, Jr., Auctioneer  
Virginia License # 2907003003