

# **REAL ESTATE AUCTION**

3 BR/2 BA Farm House (circa 1890), Large Barn, Outbuildings, Pond & Fruit Trees on 50 +/- Acres (offered in 2 parcels)--Sells to the Highest Bidder!!

> 2195 Spotswood Trail Ruckersville, VA 22968

For information contact: Tony Wilson, Auction Coordinator – (540) 748-1359

## **Nicholls Auction Marketing Group**

Corporate Office: (888) 357-2814 Offices through out Virginia to meet your needs VAAF #2908000729 VAAF#2908000769

On the web at: <u>www.nichollsauction.com</u> Contact us by E-mail at: info@nichollsauction.com

#### Why use Nicholls Auction Marketing Group to sell your property?

Nicholls Auction Marketing Group has set and maintained an overall sales ratio in excess of 95% since 1980. Our standards for conducting an auction are simply higher, and the marketplace has responded, allowing us to be the leader in getting properties sold and closed. For property owners who are serious about selling—who wish to maximize their returns while reducing the time, risk and frustration of trying to sell through a traditional approach—our customized individual owner services are a perfect fit.

Nicholls Auction Marketing Group will customize and execute a results oriented auction marketing campaign that maximizes exposure and creates active competition for the purchase of your property. This results not only in full and current market value, but also preserves opportunities for greatest price, while limiting risk of lower price. Individual sellers also benefit from the convenience of controlled viewings, standardized terms and conditions of sale, and a known sale and closing date.

Our 40+ years experience is broad-based allowing us to bring together the necessary resources for a successful sale of practically any type of real, as well as personal property. For more information please go to nichollsauction.com and allow us the privilege to add your name to our growing lists of satisfied clients.

Nicholls Auction Marketing Group Premier Service Since 1968





#### <u>Property Location</u> 2195 Spotswood Trail Ruckersville, VA 22968

Description

Attention Animal Lovers & Enthusiasts!! 50 +/- acres featuring a stately 3 BR/2 BA farm house (circa 1890), large barn, outbuildings, large pond, fruit trees & more!! The 50 +/- acres will be offered in 2 individual parcels (32.97 +/- acres & 17.02 +/- acres) and in its entirety. This gorgeous property will be SOLD to the Highest Bidder!!

In order to be closer to family, our sellers are relocating and have contracted us to market and sell their lovely homestead. The well built home can be occupied immediately, or the new owners may want to freshen up and renovate on their own schedule. Featuring a barn, outbuildings, large pond, fruit trees and much more, this property has many potential uses and is heaven for animal owners and home based businesses. Buy your dream property at the PRICE YOU BID!!

- Solid 3 BR/2 BA 2,000+ sf. home on 50 +/- acres (2 parcels). You will have the opportunity to bid on the home on 32.97 +/- acres and the 17.02 +/- acre parcel separately and in its entirety of 50 +/- acres.
- Home features kitchen; living room; dining room w/exposed original logs; 4 season/Florida room (glass) w/tile flooring & AC unit; unfinished basement (cellar type) w/outside entrance; attic
- Covered front porch; 2nd story front porch; back porch
- Heart pine and hardwood flooring; tile flooring in kitchen and bathrooms
- Washer/Dryer hookup on main level of home
- Gas furnace; electric water heater; 3 fireplaces (living room, dining room & main level bedroom)
- Drilled well & conventional septic system
- 4 + stall barn w/storage and shed-offs (Approx. 40' x 80' covered space, concrete floors, dressing room, water & electricity)
- 40' x 50' Metal building w/concrete floor (various fencing around building)
- 30' x 100 equipment shed w/concrete floor
- Large area that is leveled and prepared for possible riding ring or other uses

	<ul> <li>Other features: large pond, fencing, fruit trees, extensive patios &amp; walkways, seamed tin roofing, back patio/deck area with built in seating, Armana 2 person sauna, updated electric and plumbing, updated foundation and cellar/basement (new walls &amp; footings), beautiful rolling hill vistas and much more!!</li> <li>Tax Maps: 038-00-00-00-006A (32.97 +/- acres) &amp; 038-00-00-00-006B (17.02 +/- acres); Deed Book: 474/661; Zoning: A; Yearly county real estate taxes: \$3,402.53 &amp; \$1,351.52; Home was built in 1890 and is wood sided</li> <li>Only \$150,000 Suggested Starting Bid for 32 acre parcel and \$50,000 Suggested Starting Bid for 17 acre parcel</li> </ul>
Auction Date & Time	Auction conducted onsite on Wednesday, March 13 at 5:00pm.
<u>Home Tour</u>	Property Tour: Wednesday, March 1 @ 3 pm SHARP. Please contact Tony Wilson for more information (540-748-1359)
<u>Earnest Money</u>	\$15,000 deposit (32 acre parcel only), \$7,500 (17 acre parcel only) or \$22,500 (in its entirety of 49 acres) deposit is due immediately after confirmation of final bid and the balance due at closing within 30-45 days. <u>Deposit must be in the form of a cashier's check or certified</u> <u>check (from a US bank/financial institution) made payable to yourself.</u>
<u>Closing</u>	Closing is to take place on or before 30-45 days from date of auction. Buyer acknowledges that time is of the essence.
<u>Financing</u>	Need financing for this home? Contact Tony Wilson for financing information (540) 748-1359.
<b>Broker Participation</b>	Although not required, if a buyer has been working with a Realtor, the Realtor must complete the broker participation form. In order for the Realtor to be compensated, broker forms must be completed and submitted no later than 5 pm on 3/12/18, and all terms adhered to.
<u>Auctioneers Note</u>	All information and dimensions were derived from sources believed to be correct, but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.
<u>Can't Attend?</u>	Can't attend the auction, but still want to bid? No problem! Download our app in the Apple App Store, Google Play Store, or use your web browser to register and bid during the live auction.

### **Terms & Conditions**

#### Auctioneer's Authority on Bidding Procedures and Bidding:

**Bidding Procedures:** Open and verbal. Announcements made on the day of the auction will take precedence over all printed material or oral statements made. (1) Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. (2) The auctioneer reserves the right to delete or add additional properties at this discretion. (3) Nicholls Auction Marketing Group may act to protect the seller's reserve, as an agent of the seller, by bidding on behalf of the seller. The auctioneer has the authority, at his sole and absolute discretion, to deviate from, change, alter, or modify the bidding procedures and conduct of the auction at any time including after commencement of the auction.

**Bidding:** All bidding is open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale the term "the final bid" means the highest bid acknowledged by the auctioneer, and the term "purchase price" means the sum of the final bid and the buyer's premium. The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid or raise which, in his opinion, is not commensurate with the value of the property being offered. The auctioneer may advance the bidding at his absolute discretion and, in the event of any dispute between bidders, may determine the successful bidder or re-offer and resell the property in dispute. Should there by any dispute after the sale; record of final sale shall be conclusive. Please contact our offices for information on absentee and or phone bidding.

Buyer's Premium: The buyer's premium shall be paid by the Buyer and will be added to the final bid on the property.

Example:	High bid on property is:	\$100,000
	Add 10% buyer's premium:	+ \$10,000
	Total on Sales Contract:	\$110,000

**Earnest Money:** The buyer, unless prior written arrangements have been made by contacting Tony Wilson (540.748.1359 or tony@wilsonauctionco.com), shall be required to pay a deposit of \$15,000 deposit (32 acre parcel only), \$7,500 (17 acre parcel only) or \$22,500 (in its entirety of 49 acres) is due immediately after confirmation of final bid and the balance due at closing. This deposit will be held in a non-interest bearing escrow account until settlement. Please make a cashiers check or certified check (from a US Bank/financial institution) payable to yourself and endorse it over to Nicholls Auction Marketing Group if you are the high bidder.

**Closing:** The successful buyer must sign all documents and contracts immediately after the acceptance of the final bid. The successful buyer will also be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur on or before specified dates. Closing is to take place on or before 30-45 days from date of auction (unless prior written arrangements have been made with the auction firm). Buyer acknowledges and agrees that time is of the essence.

**Closing Costs:** The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expense, usual conveyance expenses, and recordation taxes, including the Grantor's tax. Real estate taxes, water and sewer charges, if any, will be prorated as of the date of closing.

Financing: Sale of the property is not contingent upon the buyer obtaining financing.

**Conditions of Default:** If any conditions contained herein are not complied with by the buyer, Nicholls Auction Marketing Group may, in addition to asserting all remedies available by law, including the right to hold defaulting buyer liable for the purchase price, either, a) cancel the sale, retaining as liquidated damages any payments made by such buyer, b) resell the property at public auction or privately on seven days notice to such buyer, or c) take such other action as it deems necessary or appropriated. If Nicholls Auction Marketing Group resells the property, the original defaulting buyer shall be liable for the payment of any deficiency between the purchase price and all costs and expenses, the expenses of both sales, reasonable attorney's fees, commissions, incidental damages and all other charges due hereunder. In any event, the buyer's earnest money deposit will be retained by Nicholls Auction Marketing Group as liquidated damages.

**State Laws:** The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the auction shall by governed and interpreted by the laws of the state in which the auction is held. By bidding at an auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have consented to the jurisdiction of the courts of such state and the federal courts sitting in such state.

**Real Estate Brokers/Agents:** When offered, a fee equal to a specified commission will be paid to any qualified broker who is duly licensed in the same state where the property is located, and whose properly registered client successfully buys and closes on the property. To qualify for a commission the licensed broker/agent must first register the prospective bidder on the Nicholls Auction Marketing Group website or on Nicholls Auction Marketing Group's Realtor Representation Acknowledgment Form. Registration letters must be countersigned by the prospect and include the broker's and agent's license number, identification of the property, any agency disclosure statements, the letter and participation acknowledgment form. All forms, letters and statements must be received no later than 5:00 P.M. (Eastern) one day prior to the auction. Commission is contingent upon, and will only be paid if the Realtor Representation Acknowledgment for. In addition, agents must also attend the auction with their prospects.

**Inspection:** All property is sold "As Is, With All Faults." Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Nicholls Auction Marketing Group disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. For residences built prior to 1978, buyer waives the right to a 10 calendar-day opportunity to conduct a risk assessment or inspection for the presence of Lead-Base Paint and/or Lead-Base Paint Hazards. Square footage dimensions and acreage are approximate and should be independently verified prior to bidding. Nicholls Auction Marketing Group, its agents and subagents, and the sellers assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and their information and dimensions were derived from sources believed to be correct, but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.



÷