



# **REAL ESTATE AUCTION**

**3BR/1BA Home on .3+/- Acre Lot and  
Adjacent 3.3+/- Acre and .7+/- Acre Lots!  
Sells to the Highest Bidder!!**

**133 West Street, Kenbridge, VA 23944**

**For information contact: Lee Smyth, Auction Coordinator – 919-208-9417**

## **Nicholls Auction Marketing Group**

Offices throughout Virginia to meet your needs

VAAF #2908000729

On the web at: [www.nichollsauktion.com](http://www.nichollsauktion.com)

Contact us by E-mail at: [info@nichollsauktion.com](mailto:info@nichollsauktion.com)

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### ***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 50+ 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 [nichollsauktion.com](http://nichollsauktion.com) and allow us the privilege to add your name to our growing lists of satisfied clients.

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Nicholls Auction Marketing Group

*Premier Service Since 1968*



**Property Location**                    133 West Street, Kenbridge, VA 23944

**Date & Time**                            Wednesday, August 12 at 3:30pm

**Description**                            From the George Ogburn Estate - 3 BR/1 BA home w/many renovations on .3 +/- acre town lot only .2 mile from Main St. -- We will also be selling 2 adjacent lots of 3.375 +/- acres and .73 +/- acres (can purchase individually or in combination w/the home)

**NOTE: This auction will be a live event with onsite bidding and live online bidding will be available for your convenience. This live auction will be conducted on site at 133 West St., Kenbridge, VA 23944**

From the Estate of George Ogburn (Cal Poole, Administrator): We have been contracted to market and sell this solid home in the Town of Kenbridge & only steps from Main St. In addition, you will also have to opportunity to purchase an adjacent 3.375 +/- acre lot and .73 +/- acre lot in conjunction w/the home or separately. Make plans now to Buy at Your Price!!

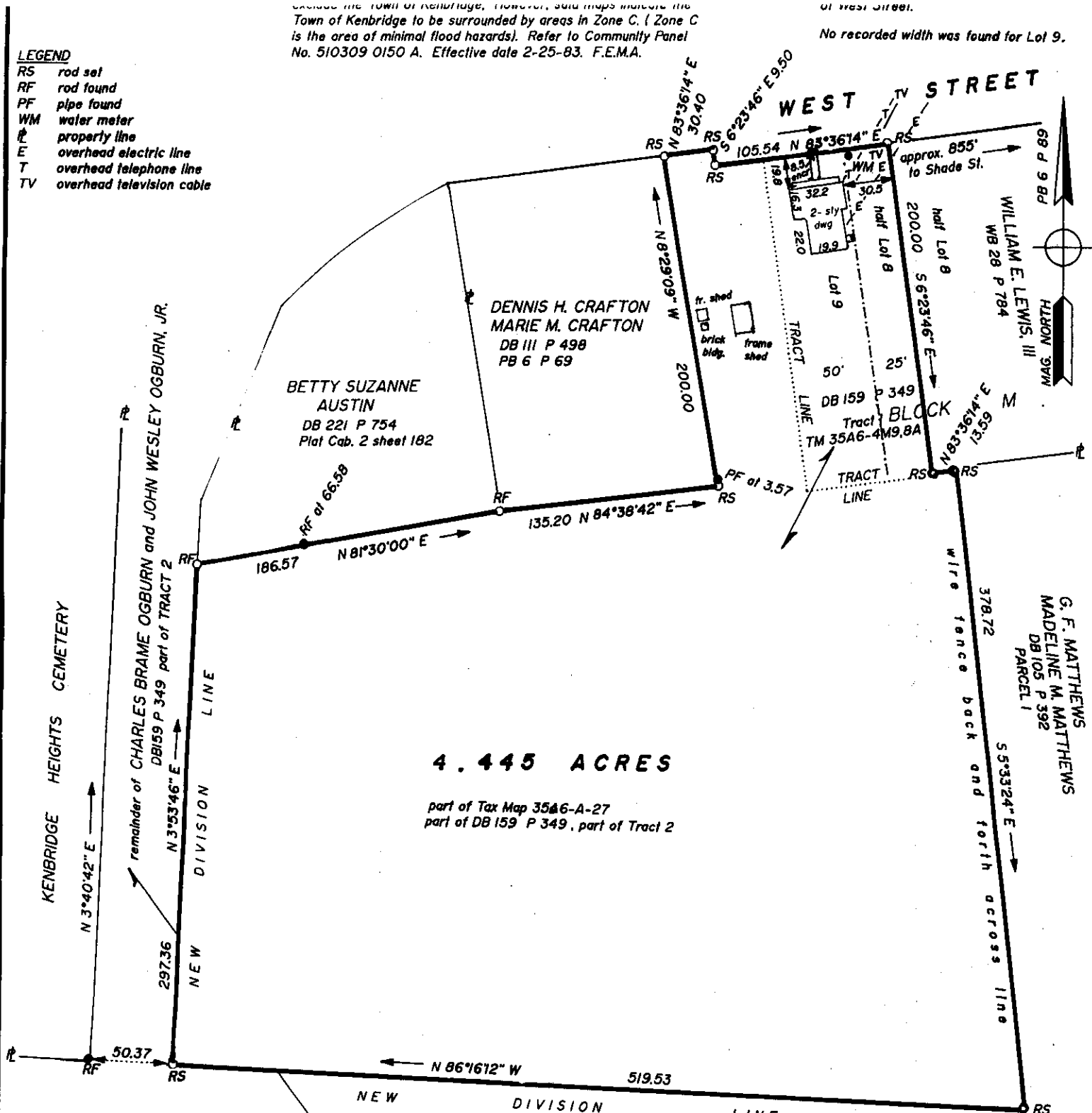
- 3 BR/1 BA home on .3 +/- acre lot in Town of Kenbridge, VA
- This home measures 1,024 +/- finished sf., and features a recently renovated eat-in kitchen w/pantry (all appliances convey), living room w/gas fireplace, laundry area w/washer/dryer hookup, attic
- Front & side porches; large back yard; new laminate hardwood flooring
- 2 zoned heat pumps for heating & cooling; gas fireplace
- Town water & sewer; electric water heater
- We will also be selling 2 adjacent vacant lots: 3.375 +/- acre lot (Tax Map: 035A6-0A-0-41; Deed Book: 267-76) and .73 +/- acre lot (Tax Map: 035A6-0A-0-40; Deed Book: 267-76). These lots will be offered individually and in combination w/the home
- Conveniently located within only .2 mile from Main St., this home has many renovations including both kitchen, bathroom & HVAC system. It will make a wonderful primary residence or investment property for many years to come!
- Home Tax Map: 035A6-04-0M-8A; Blk M Lot 9, 1/2 of 8; Deed Book: 267-73; Zoning: R1; Yearly County real estate taxes: \$131.48; Home built in 1920 and is vinyl sided; WE GUARANTEE A FREE & CLEAR DEED
- Only \$10,000 Suggested Starting Bid!!

<b><u>Date &amp; Time</u></b>	Wednesday, August 12 at 3:30pm
<b><u>Property Tour</u></b>	Saturday, July 25 from 12 Noon-1:00pm. Please contact Sid Smyth for more information (434-955-0708).
<b><u>Earnest Money</u></b>	<b>\$3,500 (for the home), \$2,500 (for the 3.375 +/- acre lot), \$2,500 (for the .73 +/- acre lot) and \$8,500 (if all parcels are purchased as a whole) deposit is due immediately after confirmation of final bid.</b> <b><u>Deposit must be in the form of a cashier's check or certified check (US funds) made payable to yourself.</u></b>
<b><u>Closing</u></b>	Closing is to take place on or before 30-45 days from date of auction. Buyer acknowledges that time is of the essence.
<b><u>Realtor Acknowledgment</u></b>	Although not required, if a buyer has been working with a real estate agent, the real estate agent must complete the realtor representation acknowledgment form. In order for the real estate agent to be compensated, realtor representation acknowledgment forms must be completed and submitted no later than 5 pm on 08/11/20 and all terms adhered to.
<b><u>Financing</u></b>	Need financing for this home? Contact Lee Smyth for financing information (919-208-9417)
<b><u>Auctioneers Note</u></b>	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.
<b><u>Can't Attend?</u></b>	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.
<b><u>Notes</u></b>	<ol style="list-style-type: none"><li>1.</li><li>2.</li><li>3.</li><li>4.</li><li>5.</li></ol>

across the town of Kenbridge. However, said maps indicate the Town of Kenbridge to be surrounded by areas in Zone C. (Zone C is the area of minimal flood hazards). Refer to Community Panel No. 510309 0150 A. Effective date 2-25-83. F.E.M.A.

of West Street.  
No recorded width was found for Lot 9.

- LEGEND**  
 RS rod set  
 RF rod found  
 PF pipe found  
 WM water meter  
 P property line  
 E overhead electric line  
 T overhead telephone line  
 TV overhead television cable



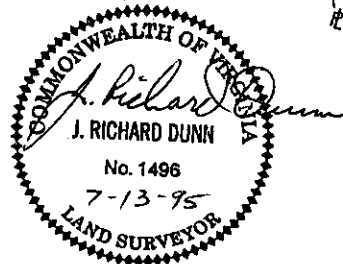
**4.445 ACRES**

part of Tax Map 35A6-A-27  
 part of DB 159 P 349, part of Tract 2

remainder of  
**CHARLES BRAME OGBURN and  
 JOHN WESLEY OGBURN, JR.**  
 DB 159 P 349 TRACT 2

*In Deed of Charles Brame Ogburn to  
 George E. Ogburn, et al see Deed Book  
 224, page 537  
 Plat Recorded: August 25, 1995*

**PLAT OF BOUNDARY SURVEY  
 SHOWING 4.445 ACRES  
 OWNED BY CHARLES BRAME OGBURN and JOHN WESLEY OGBURN, JR.  
 DB 159 P 349 :TRACT 1, and part of TRACT 2  
 LOCATED IN THE TOWN OF KENBRIDGE  
 LUNENBURG COUNTY, VIRGINIA**



THIS PLAT WAS PREPARED WITHOUT THE  
 BENEFIT OF AN ATTORNEY'S TITLE SEARCH  
 OR CERTIFICATE TITLE AND MAY NOT  
 SHOW ALL EASEMENTS, RIGHT OF WAYS, OR  
 OTHER ENCUMBRANCES UPON THE LAND.

IF THE SEAL AND SIGNATURE ARE NOT BLUE  
 COLORED, THE PLAT IS A COPY THAT MAY  
 CONTAIN UNAUTHORIZED ALTERATIONS.  
 THE CERTIFICATIONS CONTAINED ON THIS  
 DOCUMENT SHALL NOT APPLY TO SUCH  
 ALTERATIONS.

THIS PLAT IS BASED ON  
 A CURRENT FIELD SURVEY  
 COMPLETED ON: 7-13-95

SCALE: 1 inch = 60 feet



JULY 13, 1995

J. RICHARD DUNN  
 SURVEYING AND FORESTRY  
 P. O. BOX 783  
 KENBRIDGE, VA. 23944  
 (504) 676-3623

# 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 be 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 Lee Smyth (919-208-9417), shall be required to pay a deposit of **\$3,500 (for the home), \$2,500 (for the 3.375 +/- acre lot), \$2,500 (for the .73 +/- acre lot) and \$8,500 (if all parcels are purchased as a whole)** immediately after confirmation of final bid and the balance due at closing within 30-45 days. This deposit will be held in a non-interest bearing escrow account until settlement. Please make a cashiers check or certified check (US funds) 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 be 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. Broker/agent agrees that if the commission is reduced due to negotiations, the commission to the broker shall be 10% of total commission earner. 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 broker participation form is received by Nicholls Auction Marketing Group no later than 5:00 P.M. (Eastern) one day prior to the auction and all terms are adhered to. 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 materials. 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.

**ADDITIONAL TERMS for THOSE PLANNING TO BID LIVE ONLINE**

***In addition to the above terms and conditions, Please read below if you are participating and registered for LIVE ONLINE SIMULCAST BIDDING***

- Contact the auction coordinator (his or her name and contact number is on the NichollsAuction.com site under the auction you are bidding on) immediately if you need additional information.
- Bidder Verification: The identity of all bidders will be and must be verified (via phone, email or text). Bidding rights are provisional, and if complete verification is not possible, Nicholls Auction Marketing Group, Inc. will reject the registration, and bidding activity will be terminated.
- At the close of the auction, and seller confirmation, the successful bidder will be emailed or given the contract package to execute and return to Nicholls Auction Marketing Group, Inc. The successful bidder's earnest money deposit must be in the form of cashier's or certified check (United States Bank) or wire transfer to Nicholls Auction Marketing Group, Inc. The entirety of the remaining balance is due at closing. Purchaser shall be responsible for all wire transfer fees.
- Contract Packages will be sent by e-mail or hand delivered to the high bidder, who must execute and hand deliver, email, fax or overnight mail back to Nicholls Auction Marketing Group, Inc., within 24 hours of receipt. If the successful bidder does not execute and return their contract with earnest money deposit within 24 hours of receipt they will be considered in default and subject to legal action. This is a legal binding contract.
- In the event a winning bidder fails to submit the signed 'Contract for Sale of Real Property' and deposit earnest money as provided in the pre-stipulated Auction Terms, the winning bidder will be charged an administrative fee of \$15,000.00 on the credit card provided at auction registration. Additional default remedies are reserved by Nicholls Auction Marketing Group, Inc., and the Seller as provided in the Auction Terms & Conditions and the 'Contract of Purchase'. All administrative fees are non refundable.
- Any reliance on the contents shall be solely at the recipient's risk. Bidders must conduct and rely solely upon their own investigations and inspections. The property is being sold 'AS IS' with any and all faults. Please review all information supplied, and seek appropriate assistance prior to bidding.
- Technical Issues: Neither the company providing the software nor the auction company shall be held responsible for a missed bid or the failure of the software to function properly for any reason. In the unfortunate event of a DDOS attack or server attack/shut down, the auction company reserves the right, but is not required, to extend bidding time. To minimize the chance of being affected by internet or software issues, please use the "Max Bid" feature. Please contact Tim Peters/Bid Wrangler @ 844-296-8727 if you need assistance with the online bidding platform.