

NOTICE OF SUBSTITUTE TRUSTEE SALE

1092 Jordan Store Road, Kents Store, VA 23084

By virtue of the power and authority contained in a Deed of Trust dated May 25, 2012, and recorded in Deed Book 865, Page 375 in the Clerk's Office for the Circuit Court for Fluvanna County, VA, securing a loan which was originally \$45,563.00. The appointed SUBSTITUTE TRUSTEE, Commonwealth Trustees, LLC will offer for sale at public auction at on the front steps of the Fluvanna Circuit Court located at 72 Main Street. on:

September 9, 2019 at 2:00 PM

improved real property, with an abbreviated legal description of The Land Referred to herein below is situated in the County of Fluvanna, State of Virginia and is described as follows:

All that certain tract or parcel of land lying and being situate in the Columbia Magisterial District of Fluvanna County, Commonwealth of Virginia, ID# 13-A-46, being known and designated as:

Containing seven and one-half (7 ½) acres, more or less, fronting on Virginia State Highway No. 626 and bounded by the lands of George W. Hamm and Jimmie Shelton, being one of the tracts conveyed to W.J.G. Parrish by Deed of Frank W. Shelton and wife, dated March 6, 1919, Recorded in the Clerk's Office of the Circuit Court of Fluvanna County in Deed Book 12, Page 5, the said W.J.G. Parrish having died intestate on January 23, 1957, leaving his widow, Bessie Parrish, and four children, Alfred Ray Parrish, Harold Wendell Parrish, Thelma Inez Simmons and Irving L. Parrish, as his sole heirs at law. By fee simple Deed from Bessie Parrish, widow, Alfred Ray Parrish and Elnora Parrish, his wife, Harold Wendell Parrish and Willie Lee Parrish, his wife, Thelma Inez Simmons and Charles L. Simmons, her husband, Irving L. Parrish, and Odessa Parrish, his wife as set forth in Book 64 Page 32 dated 12/03/1963 and Recorded 12/26/1963, Fluvanna County Records, Commonwealth of Virginia, and as more fully described in the aforesaid Deed of Trust.

TERMS OF SALE: The property will be sold "AS IS," WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND SUBJECT TO conditions, restrictions, reservations, easements, rights of way, and all other matters of record taking priority over the Deed of Trust to be announced at the time of sale. A deposit of \$20,000.00, or 10% of the sale price, whichever is lower, in cash or cashier's check payable to the SUBSTITUTE TRUSTEE will be required at the time of sale. The balance of the purchase price, with interest at the rate contained in the Deed of Trust Note from the date of sale to the date said funds are received in the office of the SUBSTITUTE TRUSTEE, will be due within fifteen (15) days of sale. In the event of default by the successful bidder, the entire deposit shall be forfeited and applied to the costs and expenses of sale and Substitute Trustee's fee. All other public charges or assessments, including water/sewer charges, whether incurred prior to or after the sale, and all other costs incident to settlement to be paid by the purchaser. In the event taxes, any other public charges have been advanced, a credit will be due to the seller, to be adjusted from the date of sale at the time of settlement. Purchaser agrees to pay the seller's attorneys at settlement, a fee of \$460.00 for review of the settlement documents.

Additional terms will be announced at the time of sale and the successful bidder will be required to execute and deliver to the Substitute Trustees a memorandum or contract of the sale at the conclusion of bidding.

FOR INFORMATION CONTACT:

Rosenberg & Associates, LLC
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