

**TRUSTEE'S SALE
101 Eaton Street
Hampton, VIRGINIA
Eaton Street, 8811 Sq. Ft.**

TAX MAP NO. 2003051

In execution of a deed of trust from Mapa Holdings, LLC, dated December 22, 2015, recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, as Instrument # 150016294 (the "Deed of Trust"), the undersigned substitute trustee, appointed by Substitution of Trustee executed by the legal beneficiary of said deed of trust and recorded in the aforesaid Clerk's Office as Instrument # 220016834 (the "Trustee"), by and through the designated auction firm of Atlantic Auctions, Inc. (the "Auctioneer") and at the request of the holder of the obligations secured by the Deed of Trust (the "Noteholder") will offer for sale at public auction on the **front entrance of the City of Hampton Circuit Courthouse, 237 N. King St., Hampton, Virginia, on the 24th of February, 2023, at 12:00 p.m. noon**, the following property located in the City of Hampton, Virginia, which property was conveyed in said deed of trust:

All that certain lot, part lot, piece or parcel of land situate, lying and being in the City of Hampton, Virginia shown and designated as "CITY OF HAMPTON C - 6 - 5" on that certain plat entitled, "PLAT OF PROPERTY TO BE EXCHANGED BETWEEN THE CITY OF HAMPTON AND CHESAPEAKE & POTOMAC TELEPHONE COMPANY OF VIRGINIA, HAMPTON, VIRGINIA," dated January 10, 1979 and prepared by Murray & Dischinger - Engineers, a copy of which plat is attached to that certain deed from the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia to Paraclete Partners, a Virginia General Partnership, dated December 19, 1984 and recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia in Deed Book 704, page 639.

LESS AND EXCEPT that portion of land conveyed by William T. Saunders, et als, to the City of

Hampton, Virginia, by deed dated August 22, 1956, recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, in Deed Book 253 page 306, and described as follows:

All that certain triangular piece or parcel of land located at the northwest corner of the intersection of Queen Street and Eaton Street, in the City of Hampton, Virginia, and more particularly described as follows: Beginning at a point marking the intersection of the westerly side of Eaton Street with the northerly side of Queen Street; thence from the point thus established running S. 85° 59' W., and along the northerly side of Queen Street, a distance of 35 feet to a point; running thence in a northeasterly direction along a curve having a radius of 30 feet a distance of 51.72 feet (being the distance along the arc of the curve) to a point located on the westerly side of Eaton Street; running thence S. 12° 48' E., and along the westerly side of Eaton Street a distance of 35 feet to the point or place of beginning.

The property hereby conveyed is described as Tract "A" on a certain plat entitled "Proposed Widening Part of Queen and Eaton Streets, City of Hampton, Va.", which plat is dated October 18, 1955, made by Girard Chambers, Jr., Land Surveyor, attached to that certain deed dated August 22, 1956 between William T. Saunders and Pauline A. Saunders, his wife, et als, to the City of Hampton recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia in Deed Book 253, page 306.

Being the same property as shown on that certain plat entitled "PLAT OF THE PROPERTY OF SHILLER INTERNATIONAL CORP. PARCEL OF LAND CONTAINING 0.202 ACRES HAMPTON, VIRGINIA" made by AES Consulting Engineers, dated December 15, 2015, a copy of which is attached to that certain deed from Schiller International Corporation to Mapa Holdings, LLC dated December 22, 2015 recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia immediately prior hereto and simultaneously herewith.

Together with all and singular the buildings and improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TERMS OF SALE: A deposit in the amount of \$25,000.00, payable in cash or by cashier's check (made payable to "Vogel law Group, PLC"), or other form acceptable to the Substitute Trustee, will be required of the successful bidder(s) ("Purchaser(s)") at the time and place of sale. The Purchaser(s) shall be required to increase the amount of the deposit to ten percent (10%) of the selling price within three (3) business days of sale.

The balance of the purchase price shall be due upon settlement, which shall occur within thirty (30) days of the date of the sale; however, the Substitute Trustee reserves the right to extend the time for settlement, time being of the essence. The Substitute Trustee also reserves the right to reject any and all bids and to withdraw the Property from sale. In the event the Noteholder or an affiliate of the Noteholder is the successful bidder at the sale, the Noteholder or the affiliate of the Noteholder will not be required to post a deposit. The costs of all documentary stamps, recordation taxes, document preparation, transfer taxes and other charges associated with the conveyance of the Property to the ultimate Purchaser(s) shall be the responsibility of the Purchaser(s) and shall be paid by the Purchaser(s) at settlement. Settlement shall be held at the offices of the Substitute Trustee, or at such other place as may be agreed upon by the Substitute Trustee.

Except for the special warranty contained in the Deed for the Property, the Substitute Trustee and the Noteholder disclaim all warranties of any kind for the Property including, without limitation, any warranty relating to zoning, extent of construction, fitness for a particular purpose and environmental conditions affecting the Property. The Property will be sold in an "AS-IS" condition and subject to all encumbrances, rights, reservations, covenants, conditions, restrictions, rights of way, easements, taxes, liens, rights of redemption, such state of facts that an accurate survey or physical inspection of the Property might disclose, agreements of record affecting the same, tenancies contained in the deeds forming the chain of title thereto, statutory liens, and all other matters having priority over the Deed of Trust, if any. The Purchaser(s) at the foreclosure sale shall assume the risk of loss for the Property immediately after the foreclosure sale takes place. Furthermore, it shall be the Purchaser(s) responsibility to obtain possession of the Property after settlement.

In the event the Purchaser(s) fail to go to settlement as required, the aforementioned deposit shall be forfeited

and the Property shall be resold at the Purchaser(s)' risk and expense.

If the Substitute Trustee is unable to convey the Property as described above, the Purchaser(s) sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit without interest thereon. Upon refund of the deposit to the Purchaser(s) as aforesaid, the sale shall be void and of no further force or effect, and the Purchaser(s) shall have no further claim against the Substitute Trustees. Additional terms may be announced at the time and place of sale.

Any information contained herein or otherwise conveyed by the Substitute Trustee or the Substitute Trustee's agents is offered for informational purposes only and is believed to be reliable but has not been independently verified by the Substitute Trustees. Regardless of other printed sales information concerning this sale, this Notice of Substitute Trustee's Sale and any additional terms announced at the sale shall control. The Auctioneer's website is <https://www.bscaamerica.com/atlantic-auctions/>.

Auctioneer Virginia License # 2907004830

FOR INFORMATION CONTACT:

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Substitute Trustee
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February 8, 2023; February 15, 2023; and February 22, 2023

Please provide Christian Vogel with a proof of this advertisement prior to its publication.