

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

OF

**PROPERTY (RAW LAND) LOCATED AT
SEASIDE ROAD AND CAPEVILLE DRIVE
PARCEL A2 & 50 FT ROW
TOWNSEND, VA 23443**

THURSDAY, MARCH ~~26~~19, 2020 at 2:00 p.m.

In execution of that certain Deed of Trust dated May 8, 2006 and recorded in the Clerk's Office of Northampton County, Virginia, Instrument Number 060001337 and rerecorded on May 18, 2006 as Instrument # 060001454 from SEE Holdings, LLC, Grantor (hereinafter the "**Deed of Trust**"), the Substitute Trustee, WFF, LLC, will offer for sale at public auction, at the entrance of the Circuit Court for Northampton County, Virginia at 5229 The Hornes, Eastville, Virginia 23347 on March 19, 2020 at 2:00 p.m., property located at Seaside Road and Capeville Drive, Northampton, Virginia, to wit:

Being all of that certain parcel of land and lot of land located and situate in Northampton County, Virginia, more particularly described as follows:

All those certain lots or parcels of land situate in Capeville District, Northampton County, Virginia designated as Tract A2 containing 37.365 acres, more or less, and "50' Right of Way," containing 1.563 acres, more or less, shown and designated as such on that certain subdivision plat entitled "Subdivision of the Remainder of Tract A. Map of the Mr. Georgia Griffith Farm, shown Heron as Tracts "A2" & "A3", Capeville, Capeville District, Northampton County, Virginia, Made for O C & H Holding, LLC," dated March 15, 2004, revised March 15, 2006, prepared by James B. Latimer, II & Associates, at Plat Book 36, Page 48, for a more particular description of the said parcel and right of way.

Said 50' Right of Way is conveyed subject to with a perpetual and assignable nonexclusive easement of right of way for ingress and egress in common with others entitled to the use thereof for the benefit of Tract A3 as same shown and designated on the aforesaid subdivision plat.

IT BEING the same lots or parcels conveyed by deed dated May 1, 2006 to SEE HOLDINGS, LLC from O C & H Holding, LLC and recorded in the Clerk's Office for the Circuit Court of Northampton County, Virginia as Instrument # 060001335

Tax Map#: 0106A-04-00-00000A2 and 0106AA-04-00-00000A4

The foreclosure sale does not include the "Griffith Cemetery", and will not extinguish the easement for ingress and egress thereto, shown on Plat Book 36, Page 48.

MANNER OF SALE: The property, and improvements, if any, will be sold in an "AS

Formatted: Font: Bold

IS" condition and subject to ~~easements~~, conditions, restrictions, wetlands, zoning, and/or environmental violations, agreements of record affecting the same, if any, and with no warranty either expressed or implied as to the description of the property or improvements.

The property will be sold subject to any violation notices and subject to all conditions, restrictions, covenants, encumbrances, right of ways, easements, conservation easements, agreements of record, zoning, agreements and other matters of record affecting the same, if any.

TERMS OF SALE: A bidder's deposit of \$15,000 in the form of certified check, cashier's check or money order, at the time of sale will be required of all purchasers other than the holder of the Deed of Trust or an affiliate. Settlement to occur within fifteen (15) days from the date of sale, with the balance to be paid at settlement. Additional terms may be announced at the sale. Pursuant to the Fair Debt Collection Practices Act, we advise you this communication is from a debt collector attempting to collect the indebtedness referred to herein and any information we obtain will be used for that purpose.

If payment of the balance does not take place at or before the settlement, the deposit will be forfeited, and the property will be resold at the risk and expense of the defaulting purchaser. The defaulting purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the property. In the event the property is purchased by someone other than the Noteholder or an affiliate, interest shall be paid on the unpaid purchase money at the rate pursuant to the note, or the judgment entered on the note, whichever is higher, from date of sale to the date funds are received in the office of the Substitute Trustee. In the event the settlement is delayed for any reason and the property is purchased by someone other than the Noteholder or an affiliate, there shall be no abatement of interest caused by the delay.

Adjustment of all real property taxes, including agricultural taxes, if applicable, and any and all public and/or private charges or assessments, to the extent such amounts survive the foreclosure sale, including water/sewer charges, to be adjusted to date of sale and thereafter assumed by the purchaser. **Purchaser is responsible for any recapture of homestead tax credit.** All costs of all documentary stamps, recordation taxes, transfer and agricultural taxes, including grantor's taxes, document preparation costs, title examinations costs, and other costs associated with conveying the property to the purchaser.

The property will be sold in an "AS IS" condition and without any recourse, representations or warranties, either express or implied, as to its nature, condition or description. Neither the Substitute Trustee, the Noteholder nor any other party makes any warranty or representation of any kind or nature regarding the physical condition of, the description of, or title to the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale.

If the Substitute Trustee is unable to convey the property as described above, by reason of any defect in the title or otherwise, the purchaser's sole remedy at law or in equity shall be limited to the refund of the deposit. Upon refund of the deposit to the purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claims against the property, the Substitute Trustee, the Noteholder or any other party. The conveyance of the property by the Substitute Trustee to the purchaser at settlement shall be by Trustee's Deed without covenant or warranty.

The purchaser is responsible for, and the property is sold subject to, any environmental matter or condition, whether latent or observable, if any, that may exist at or affect or relate to the property and to any governmental requirements affecting the same.

The Contract of Sale between the Substitute Trustee, as seller, and the purchaser (the "Contract of Sale") shall include, by reference, all the terms and conditions contained herein,

specifically including, but not limited to, the following provisions: "Purchaser agrees and represents that the purchaser is purchasing the property subject to all matters known and unknown, in "AS IS, WHERE IS" condition. In executing and delivering the Contract of Sale, purchaser has not relied upon nor has been induced by any statements or representations of any person, including the Substitute Trustee, the Noteholder or an affiliate or their respective servicers, heirs, personal and legal representatives, agents, employees, successors and assigns (collectively, "Released Parties"), in respect to the condition of the property, including the environmental condition of the property, unless such representations or statements are specifically set forth in the Contract of Sale. Purchaser has not relied on anything in the foreclosure advertisement, but rather has relied solely on such investigations, examinations or inspections of the property as purchaser has made. Purchaser waives and releases the Released Parties from any and all claims the purchaser or its successors and assigns may have now or in the future may have relating to the condition of the property. Purchaser acknowledges and agrees that this provision was a negotiated part of the Contract of Sale and serves as an essential component of consideration for the same. The parties specifically acknowledge and agree that this clause bars all claims by purchaser against Released Parties, arising from the condition of or releases from the property pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and all other actions pursuant to federal, state or local laws, ordinances or regulations for any environmental condition of or releases from the property. Further, purchaser agrees to indemnify Substitute Trustee for any liability it may have to any third party for an environmental condition of the property. Notwithstanding the parties' intent that this clause bars all such claims, should a court of competent jurisdiction deem otherwise, purchaser agrees that the presence of this clause should serve as the overwhelming, primary factor in any equitable apportionment of response costs under applicable federal, state or local laws, ordinances, or regulations."

As a part of any sale, the Substitute Trustee, as agents for PNC Bank, National Association (successor to Mercantile Peninsula Bank) ("PNC"), are required, by law, to confirm that each prospective purchaser or refinancing source and each equity holder of each such entity is not or shall not be: (i) a person with whom PNC is restricted from doing business under any Anti-Terrorism Law (as hereinafter defined) or Anti-Money Laundering statutes, (ii) engaged in any business involved in making or receiving any contribution of funds, goods or services to or for the benefit of such a person or in any transaction that evades or avoids, or has the purpose of evading or avoiding, the prohibitions set forth in any Anti-Terrorism Law or any Anti-Money Laundering statutes, or (iii) otherwise in violation of any Anti-Terrorism Law or Anti-Money Laundering Statutes. For the purposes herein, "Anti-Terrorism Law" shall mean any laws relating to terrorism or money laundering, including Executive Order No. 13224, effective September 24, 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the laws comprising or implementing the Bank Secrecy Act, the Foreign Corrupt Practices Act, as jointly enforced by the United States Justice Department and the Securities and Exchange Commission, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control (as any of the foregoing orders or laws may from time to time be amended, renewed, extended, or replaced). Any third party conducting any such sale shall be required to cooperate fully with the Substitute Trustee and PNC in connection with such confirmation. Purchaser shall be required to cooperate fully with, and provide any information requested by, the Substitute Trustee and PNC in connection with such confirmation.

Note: The information contained herein was obtained from sources deemed to be reliable but is offered for information purposes only. The Auctioneer, the Substitute Trustee, the Noteholder and the secured party do not make any representations or warranties with respect to the accuracy of the information contained herein. Prospective purchasers are urged to make their own inspection.

WFF, LLC, Substitute Trustee
6800 Paragon Place
Suite 233
Richmond, VA 23230

For contact information:
Jack Levi of Atlantic Auctions
4805 Philadelphia Road,
Belcamp, Maryland 21017
Virginia License # 2905000893
Virginia License # 2907004070
410-803-4161

