TRUSTEE'S SALE OF
Portion of Block B, Koger Office Center, Three Chopt District, Henrico County
8002 Discovery Drive, Henrico, VA 23229
Tax Map No. 759-745-5902

In execution of a Credit Line Deed of Trust, Assignment and Security Agreement recorded December 18, 2019, in Deed Book 5933, Page 1895, Instrument No. 201900041117 ("Deed of Trust"), in the Clerk's Office, Circuit Court, County of Henrico, VA ("Clerk's Office"); the Substitute Trustees, any one of whom may act, having been appointed Substitute Trustees by Appointment of Substitute Trustees dated July 23, 2024, recorded July 25, 2024, in the Clerk's Office, as Instrument No. 202400018481, by and through the designated auction firm, Key Real Estate Partners, Inc., a Virginia corporation, t/a Tranzon Key, (the "Auctioneer"), and at the request of the present holder (the "Secured Party") of the obligations that are secured by the Deed of Trust, will offer for sale at public auction, **at 8002 Discovery Drive, Henrico, Virginia 23229,** on **September 25, 2024 at 11:00 a.m.,** the real estate briefly described as 8002 Discovery Drive, Henrico, VA 23229 (the "Property"), and which is more particularly described in the Deed of Trust ("Foreclosure Sale").

TERMS OF SALE: Cash. The Property will be offered for sale "AS IS, WHERE IS" and "WITH ALL FAULTS" and will be conveyed by special warranty deed without any warranties. The conveyances will be subject to all encumbrances, rights, reservations, covenants, conditions, easements, restrictions and statutory liens, if any, having priority over the Deed of Trust, as they may lawfully affect the Property. The Trustee, the Auctioneer and the Secured Party make no representation or warranty whatsoever as to the existence, survival or terms of any lease, tenancy or possessory arrangement, and no credit shall be given against the Purchase Price for any associated security deposit(s). Real estate taxes shall be prorated as of September 25, 2024 with successful bidder only being responsible for real estate taxes subsequent to that date. Secured Party shall pay all real estate taxes through September 25, 2024.

Except for the special warranty contained in the deed, the Trustee, Secured Party and the Auctioneer disclaim all warranties of any kind for the Property, including without limitation any warranty relating to the zoning, physical or environmental condition, title, possession, quiet enjoyment, habitability, fitness for a particular purpose and merchantability. The risk of loss or damage to the Property shall be borne by the successful bidder upon the acceptance of the high bid at the auction. The successful bidder shall assume all obligations for continuation of utility services to the Property. Securing possession and control of the Property following closing shall be the sole responsibility of the successful bidder.

Auctioneer will charge a seven percent (7%) buyer's premium at the Foreclosure Sale, which will be calculated on the highest bid for the Property the ("High Bid") and added to such High Bid to become the final purchase price of the Property (the "Purchase Price").

Terms of payment are that a deposit being the lesser of $100,000.00 or 10% of the Purchase Price, by certified or cashier's check, or wired funds, shall be due upon acceptance of the High Bid. An additional amount necessary to increase the deposit to 10% of the Purchase Price must be wired to the Substitute Trustee no later than 5:00 p.m. EDT Friday, September 27, 2024. Balance of the Purchase Price will be due at closing on or before November 4, 2024.

An initial bidder's deposit in cash, or by certified or cashier's check, in the amount referenced above, must be shown to the Substitute Trustee and the Auctioneer prior to the auction in order to be approved to participate.

Remote bidding by telephone or internet is permitted. Contact Auctioneer for details and procedures.

Immediately after the sale, the successful bidder shall execute a Memorandum of Sale for the Purchase Price with the Trustee, a form of which is available from Auctioneer for review upon request.

If the successful bidder fails to timely close, the deposit shall be forfeited and (at the option of the Substitute Trustee) the Property may either be resold at the risk and expense of the defaulting successful bidder or the Substitute Trustee and the Secured Party may accept the next highest bid for the Property. The defaulting successful bidder shall be liable for any deficiency resulting from such next-highest closing or resale, and shall remain liable for any operating shortfall on account of the Property until closing of any such resale.

Settlement in full shall be made by wired funds to FloranceGordonBrown, PC at 901 East Cary Street, Suite 1900, Richmond, Virginia, 23219 on or before November 4, 2024, TIME BEING OF THE ESSENCE. Additional procedures, terms and conditions may be announced at the time of sale, and shall control.

Additional information available at Tranzon Key at the email address and website shown below.

HAMILL D. JONES, JR.
DAVID F. BERNHARDT
DANIEL S. OBERSKI
Substitute Trustees

For Information Contact Auctioneer::

Tranzon Key
Attn: Bill Londrey
804-355-2251
blondrey@tranzon.com
www.tranzon.com (Auction Number KEY5064)

Substitute Trustees
901 East Cary Street
Suite 1900
Richmond, VA 23219
Phone: (804) 697-5128
Email: hjones@fgb.com