

TRUSTEES' SALE OF

**Lot 25, Nomini Bay Farms
2.21 acres, Matthews Cove Drive
Montross (Westmoreland County), Virginia
22520**

**Tax Map ID 36F-25
Account No. 11148-1
District 02 Montross**

Under a power of sale contained in a certain Deed of Trust ("Deed of Trust") dated July 28, 2020 and recorded on July 28, 2020 in Book 933 at Page 1896 as Instrument No. 200002289 in the Circuit Court of Westmoreland County, Virginia, from M and P Investments LLC, a Virginia limited liability company, as grantor, to John D. Eubank and Timothy E. Lewis ("Trustees"), as trustees, for the benefit of Commercial Lending, L.L.C., a Virginia limited liability company, as beneficiary, to secure repayment of a Commercial Deed of Trust Note dated July 28, 2020 in the original principal amount of \$155,000.00, default having occurred under the terms thereof, the Trustees (or either one acting alone) will sell at public auction at Lot 25, Nomini Bay Farms, 2.21 acres, Matthews Cove Drive, Montross (Westmoreland County), Virginia 22520, on

APRIL 15, 2021 AT 12:00 PM

ALL REAL PROPERTY AND THE IMPROVEMENTS THEREON, as well as ALL PERSONAL PROPERTY, encumbered by the Deed of Trust (collectively, "Property").

TERMS OF SALE: A deposit of ten (10) per centum of the sale price will be required of the purchaser at the time and place of sale. The deposit must be paid by cash or certified funds. The balance of the purchase price to be paid in cash or certified funds within twenty (20) days of the date of sale. Interest to be paid on the unpaid purchase money at the rate then applicable to the indebtedness secured by the Deed of Trust from the date of sale to the date of settlement. The party secured herein, if a bidder, shall not be required to post a deposit or to pay interest. Purchaser shall settle within twenty (20) days of the date of sale. TIME SHALL BE OF THE ESSENCE WITH RESPECT TO SETTLEMENT BY THE PURCHASER. In the event that the purchaser does not settle as required for any reason, the purchaser shall be in default. The defaulting purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the Property, and the deposit shall be forfeited to the Trustees and all of the expenses of this sale (including attorneys' fees and full commission on the gross sale price) shall be charged against and paid out of the forfeited deposit, with any remaining balance of the forfeited deposit applied to the indebtedness secured by the Deed of Trust. In the event settlement is delayed for any reason, including, but not limited to, exceptions to the sale, bankruptcy filings by interested parties, court administration of the foreclosure, or unknown title defects, there shall be no abatement of interest. Real estate taxes are to be adjusted for the current year to the date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps, recordation taxes, transfer taxes and settlement expenses shall be borne by the purchaser.

The Property will be sold in an "AS IS" condition and subject to recorded covenants, conditions, restrictions, agreements, and senior liens, if any, and with no warranty of any kind (except as required by the Deed of Trust).

In the event that the Trustees are unable to convey title as aforesaid, the purchaser's sole remedy at law and in equity shall be limited to a refund of the deposit and the sale shall be considered null and void and of no effect.

Purchaser shall be responsible for obtaining physical possession of the Property. Purchaser assumes the risk of loss or damage to the Property from the date of sale forward.

Trustees reserve the right, in their sole discretion, to reject any and all bids, to withdraw the Property from sale at any time before or at the auction, to extend the time to receive bids, to waive or modify the deposit requirement, to waive or modify the requirement that interest be paid on the unpaid purchase money, and/or to extend the period of time for settlement.

Additional terms may be announced at the sale. Purchaser will be required to execute and deliver to the Trustees a memorandum or contract of the sale at the conclusion of bidding.

John D. Eubank and Timothy E. Lewis, Trustees

FOR INFORMATION, CONTACT:

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