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BIDDER'S INFORMATIONAL PACKAGE

14460 Industrial Road BRISTOL, VIRGINIA

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**SUBSTITUTE TRUSTEE'S SALE OF
VALUABLE REAL ESTATE SITUATE
IN WASHINGTON COUNTY, VIRGINIA**

In execution of a Deed of Trust dated March 18, 2004, and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia as Instrument No. 040002287 (modified by Deed of Trust Modification Agreement dated September 15, 2006 and recorded in the aforesaid Clerk's Office as Instrument No. 060007269; and further amended by Amendment to Mortgage dated March 8, 2010 and recorded in the aforesaid Clerk's Office as Instrument No. 100005493; and, further amended by Deed of Trust Modification Agreement dated December 27, 2013, recorded in the aforesaid Clerk's Office as Instrument No. 14000326) and with the undersigned being appointed Substitute Trustee by document of record as Instrument No. 160004203, the undersigned Substitute Trustee will offer for sale at public auction all that certain property, together with all improvements thereon and appurtenances thereunto belonging, more particularly described in the said Deed of Trust, having a street address of 14460 Industrial Park Road, Bristol, Virginia; a tax map number of 122-A-14, and briefly described as follows:

Being located in Wilson Magisterial District, Washington County, Virginia and being more particularly described as follows: Beginning at an iron pin in the southern right-of-way line of S.R. #1717 (Industrial Park Road), said point of being located 1.6 miles +/- west of Highway No. 11 (Lee Highway) also being a corner with Tri-Cities Industries; thence leaving said S.R. #1717 and with said Tri-Cities Industries and Sandvik Rock Tools, Inc., S. 35 deg. 35' 21" E. 752.30' to an iron pin in the line of Francis and Bertha Noonkester, thence with said Noonkester, S. 54 deg. 45' 45" W. 1200.43' to an iron pin, corner with 14570 Industrial Park Road Limited Partnership; thence with said 14570 Industrial Park Road Limited Partnership N, 35 deg. 33' 27" W. 745.82' to an iron pin in the aforesaid southern right-of-way line of S.R. #1717 (Industrial Park Road); thence with said right-of-way line, N. 54 deg. 027' 12" E. 1200.00' to the point of beginning, containing 20.639 acres (899,029 square feet), said property more particularly shown on that one certain plat dated March 10, 2003, prepared by Dewberry & Davis, Inc., and recorded among the land records of Washington County, Virginia, in Plat Book 42, at page 31.

AND BEING, the same real property conveyed from HBA Cast Products Company, Incorporated, by deed dated March 18, 2004, of record in the Circuit Court Clerk's Office of Washington County, Virginia, as Instrument No. 040002286.

Sale shall be made subject to all rights, reservations, restrictions, covenants, and easements of record in the aforesaid Clerk's Office which may affect the title to the real property hereinabove mentioned, together with any prior liens or encumbrances, leases and all other matters of record, including, but not limited to, the priority of any fixture filing, to the extent any such lien or encumbrance may survive a foreclosure sale as a matter of law.

Date of Sale: November 2, 2016

Time of Sale: 11:00 a.m.

Place of Sale: 14460 Industrial Park Road, Bristol, Virginia

Terms of Sale: The Successful Bidder shall make a deposit in the minimum amount of \$50,000.00 at the time of sale and shall be increased to ten percent (10%) by the close of business on November 4, 2016 to the extent ten percent (10%) of the sale price exceeds \$50,000.00, subject to the exception that the Substitute Trustee reserves the right to modify or waive the deposit requirement if the Noteholder is the successful bidder. The entire amount of the successful bid must be paid in full by certified or bank cashier's check within thirty (30) days after sale, and Time is of the Essence as to the closing date and payment of the purchase price. The Property will be sold "AS IS, WHERE IS" and title will be conveyed by Special Warranty Deed. Risk of loss will pass at the time of sale, and neither the Substitute Trustee nor the Noteholder will deliver possession of the Property to the successful bidder. Substitute Trustee shall have no duty to obtain possession for purchaser. All risks of casualty pass to successful bidder at conclusion of bidding. Sale is subject to post-sale confirmation that the borrower did not file for protection under the U.S. Bankruptcy Code prior to the sale, as well as to post-sale confirmation and audit of the status of the loan with the loan servicer including, but not limited to, determination of whether the borrower(s) entered into any repayment agreement, reinstated or paid off the loan prior to the sale. In any such event, the sale shall be null and void, and the purchaser's sole remedy, in law or equity, shall be the return of the purchaser's deposit without interest. The purchaser of the Property will be required to pay all closing costs except the Grantor's Tax, and real estate taxes will be pro-rated as of the original date of sale. If for any reason the Substitute Trustee fails to convey title to the Property to the purchaser, the purchaser's sole remedy is the return of the Deposit paid by the purchaser on the date of the foreclosure sale. The high bidder for said premises will, at the time and place of sale, sign a memorandum of purchase and an agreement to comply with the terms and conditions of the sale herein contained. The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication upon announcement at the time and place for the sale set forth above. The Substitute Trustee reserves the right to rescind the sale. In the event the high bidder at the foreclosure sale should fail to comply with the submitted bid, the Substitute Trustee shall have the option to accept the next highest bid in which the bidder is able to

comply, or to re-advertise and sell at a later sale, and in either event the original purchaser will be held liable for any deficiency there may be between the sum for which the property may be purchased on the resale, and also for any costs or expenses incurred on such resale. The Substitute Trustee reserves the right to reject all bids and withdraw the property from sale, waive the deposit requirements in whole or in part and extend the period of time in which the purchaser is to make full settlement.

Additional terms may be announced at the sale.

Given under my hand this 17th day of October, 2016.

B & H LENDING SERVICES, LLC
SUBSTITUTE TRUSTEE

By: 
C. R. Bolling, Member

FOR INFORMATION CONTACT:
B & H Lending Services, LLC
401 Railroad Avenue
P.O. Box 1250
Richlands, VA 24641
(276) 964-4082

Diecast Realty Holdings, LLC / TD Bank, NA
November 2, 2016 @ 11:00 a.m.
Washington County, VA

MEMORANDUM OF SALE

The undersigned has this day purchased the Property described in the attached Notice of Sale for the purchase price stated, and hereby covenants and agrees to comply with all of the Terms of Sale as contained in the Notice of Sale.

Purchase Price

How Title to Property to be Deeded

Date & Time of Sale

Purchaser(s) Signature

Address

Phone Number

I, the undersigned Trustee, did sell at public auction the Property described in the attached Notice of Sale on the date and time and for the purchase price listed above to the signed purchaser(s).

I further collected from the Purchaser at the time of sale a certified or cashiers check payable to me in the sum of \$_____ as a Deposit for the sale.

Because the purchaser at sale was the Noteholder of the Deed of Trust foreclosed upon, I waived the requirement for a Deposit by the Noteholder has agreed to be bound by the announced Terms of Sale.

B & H Lending Services, LLC,
Substitute Trustee

By:

C. R. Bolling, Member