

REAL ESTATE AUCTION



SINGLE-FAMILY RESIDENCE

5252 ELK RIVER ROAD NORTH, ELKVIEW, WV 25071

AUCTION HELD ONSITE - 10% BUYER'S PREMIUM APPLIES

PROPERTY INFORMATION PACKAGE

AUCTION - THURSDAY, MAY 23, 2019 – AT 4:00 PM

OPEN HOUSE - MONDAY, MAY 20, 2019 FROM 4:00-6:00 PM

JAY GOLDMAN, BROKER, AUCTIONEER #1291

MARY STAPLES, AUCTIONEER #1756

GOLDMAN ASSOCIATES, INC.

1014 BRIDGE ROAD, CHARLESTON, WEST VIRGINIA 25314

(304) 343-5695 FAX (304) 343-5694











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NOTICE TO ALL BIDDERS

The information included herewith is a summary of information available from a number of sources, most of which have been independently verified. This summary has been provided only for the use of prospective bidders at the Public Auction to be held onsite on Thursday, May 23, 2019 at 4:00 p.m. It is supplied to you for whatever assistance it may provide in answering your questions; however:

SUCH INFORMATION AND OPINION ARE SUPPLIED WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHATSOEVER.

Prospective bidders are advised to avail themselves of the land and tax records of the County of Kanawha, West Virginia, and to make an inspection of the premises on their own behalf, consulting whatever advisors they may feel appropriate.

The property for sale is sold in an “AS-IS” “WHERE-IS” condition and neither Goldman Associates, Inc., nor the Seller or their respective agents make any express or implied warranties of any kind. The description and conditions listed in these and other advertising materials are to be used as guidelines only and are not guaranteed.

BUYER’S PREMIUM

A ten percent (10%) Buyer’s Premium shall be added to the high bid and the final sales price will include that amount.

PROCEDURES FOR PURCHASING AT AUCTION

Announcements made by the auctioneer from the podium at the time and place of sale shall take precedence over ALL printed materials.

Thank you for your interest in this auction! If you are unfamiliar with buying real estate at auction, here is an easy to follow set of instructions on how to participate:

BIDDERS' REGISTRATION

1. Upon arriving at the auction site seek out one of the members of the auction staff to find out where to register.
2. At the registration desk you will be asked to fill out a bid card. Once completed, you will receive a bid number for the auction. You must present positive photo identification, which will be a valid driver's license.
3. You will be asked to show us your deposit, which may be in the form of cash, cashiers, personal, or certified check. We must see your deposit prior to the auction to make sure that everything is in order and that you are, in fact, a qualified bidder.

BIDDING PROCESS

Bidding is a simple process that can be accomplished through one of the following ways. The most important rule is to listen closely to the Auctioneer. When the Auctioneer is calling out bids to the crowd, you can increase your bid by:

1. Raising your bid card in the air;
2. Shouting your bid out to the auctioneer verbally;
3. Having one of the auction staff place your bid for you; or
4. Communicating a signal to the auctioneer that has been arranged prior to the auction.

Conduct of the auction in increments of bidding is at the direction and discretion of the Auctioneer. If you have any questions about the auction, property, procedures, or anything else, do not hesitate to ask.

POST AUCTION:

Upon completion of the auction when the auctioneer says "SOLD", the winning bidder will immediately be required to sign the Contract of Sale and post the proper deposit. At this time, instructions regarding closing of the sale will be thoroughly explained to you and any questions will be answered.

If you have any additional questions, please direct them to any of the auction staff members present or call our offices at (304) 343-5695.

EXECUTIVE SUMMARY

PROPERTY ADDRESS: 5252 Elk River Road North, Elkview,
Kanawha County, West Virginia 25071

LOCATION: North on Elk River Road (US Route 119) Between Elkview
and Falling Rock (Unincorporated Communities)

OWNER: Connie S. Runyon

LEGAL DESCRIPTION: LT 82X100 NR RILEY BRANCH ELK RIV RD N 5252
21/100 SC M/L RILEY BRANCH

PROPERTY DESCRIPTION: Single-Family Residence with Attached Two Car Garage

BUILDING AREA: Living Room, Kitchen, Family Room, Utility Room, 3
Bedrooms & 2 Baths

LAND AREA: 0.21 Acres (Survey Provided)

SALE LOCATION: Onsite

BUYER'S PREMIUM: 10%

TAX DATA: 2017 Tax Assessment/2018 Taxes
Elk Tax District - Map 19B/Parcel 14

Map 19B, Parcel 14

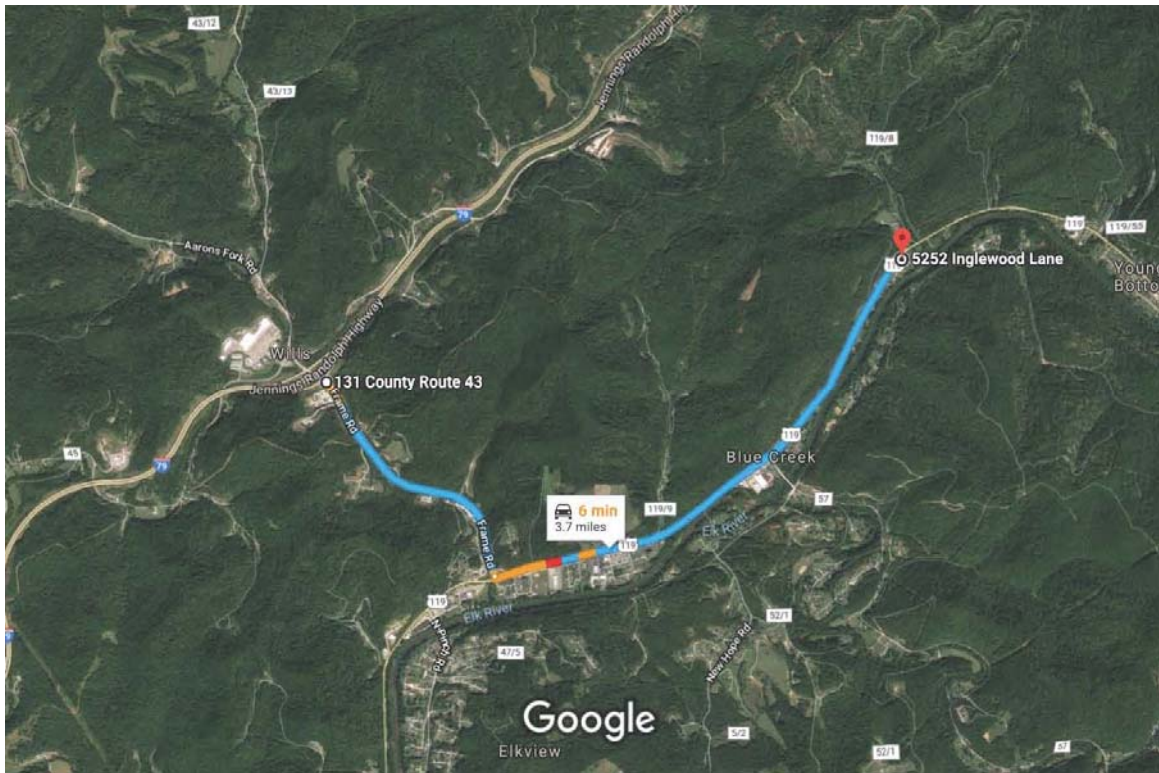
Land	\$	9,060.00
Building		<u>27,540.00</u>
Total	\$	36,600.00
Homestead Exemption	-	<u>20,000.00</u>
Total	\$	16,600.00
Class II Tax Rate		0.0112
Total Annual Taxes	\$	185.92
Assessor's Appraised Value	\$	61,000.00

ZONING: None

DIRECTIONS FROM ELKVIEW INTERCHANGE OF I-79

Head Southeast on Frame Road Towards Crede's Landing
Turn Left Onto US Route 119/Elk River Road
Driveway to House is Right Past Inglewood Lane
Destination on Right

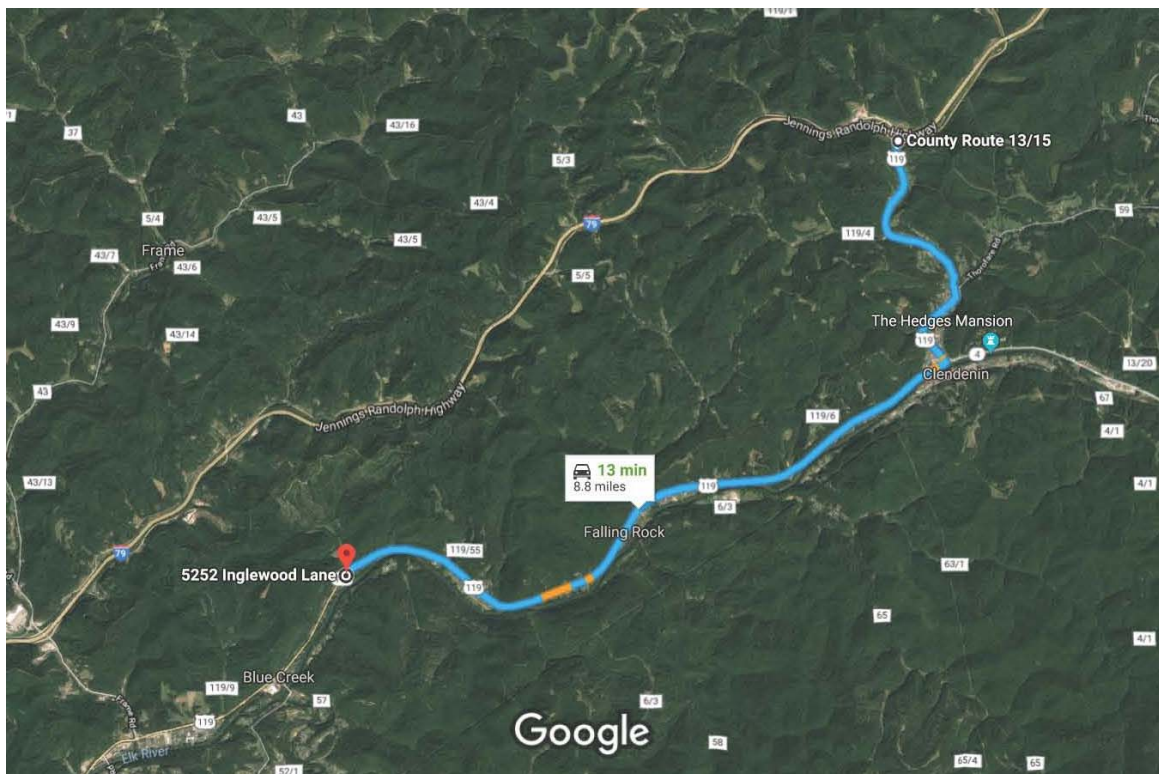
1.2 Miles
2.5 Miles



DIRECTIONS FROM CLENDENIN INTERCHANGE OF I-79

Head South on US Route 119/Spencer Road
Driveway to House is Right Before Inglewood Lane
Destination on Left

8.7 Miles



ADVERTISEMENT

GOLDMAN ASSOCIATES



Real Estate Auction

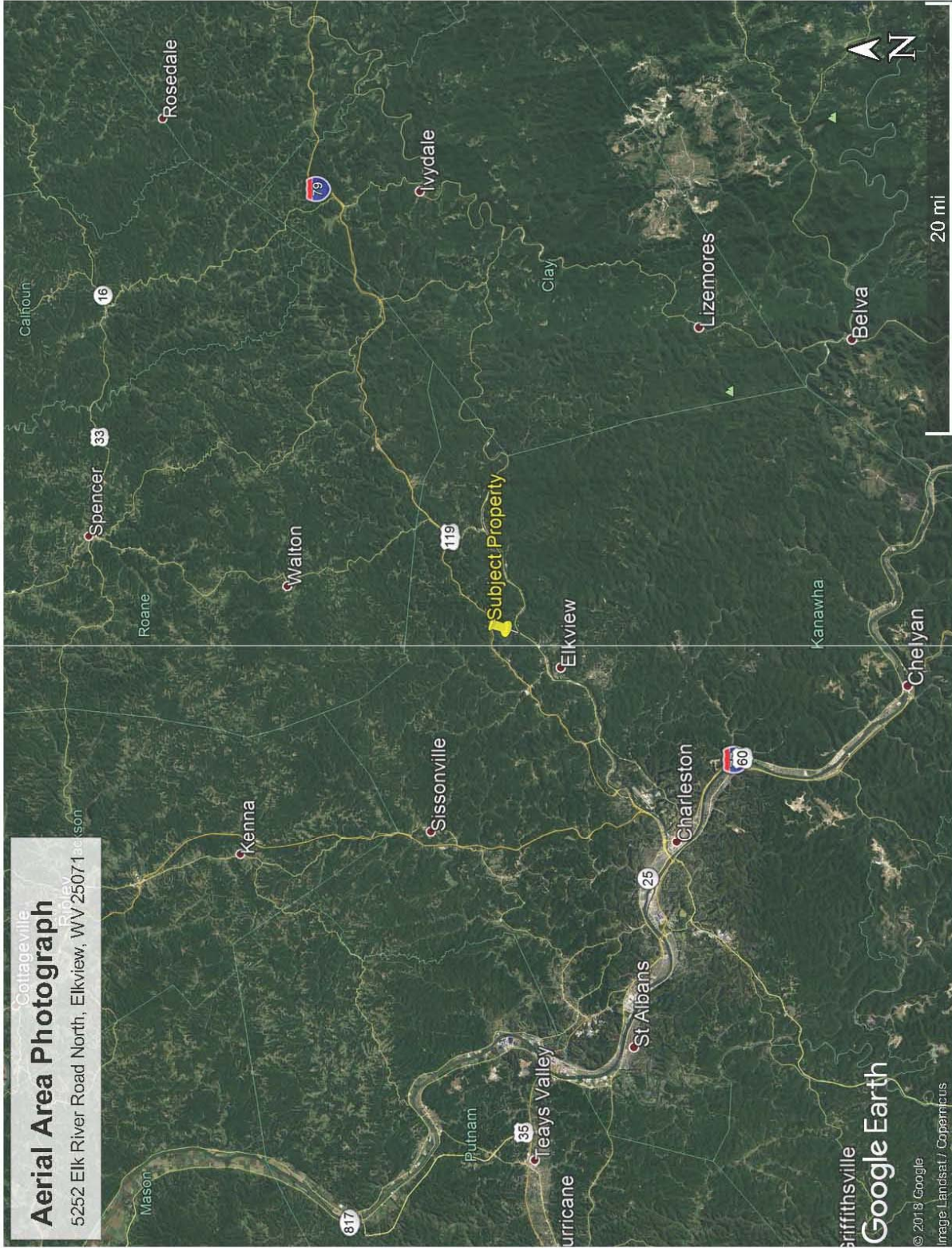
Single-Family Residence
Three bedroom, two full bathrooms plus
Two car attached garage
0.21 acres
5252 Elk River Road North,
Elkview, WV 25071

Thursday, May 23, 2019 at 4:00pm
Auction Held Onsite
Open House held on Monday, May 20, 2019 from 4:00-6:00pm.
For information regarding the Open House call Mary 304-541-4939
10% Buyer's Premium Applies

Jay Goldman, Auctioneer #1291/Broker
Mary Staples, Auctioneer #1756
304-343-5695 | www.goldmanassociates.org
1014 Bridge Road, Charleston, WV 25314



GOOGLE EARTH AERIAL AREA PHOTOGRAPH

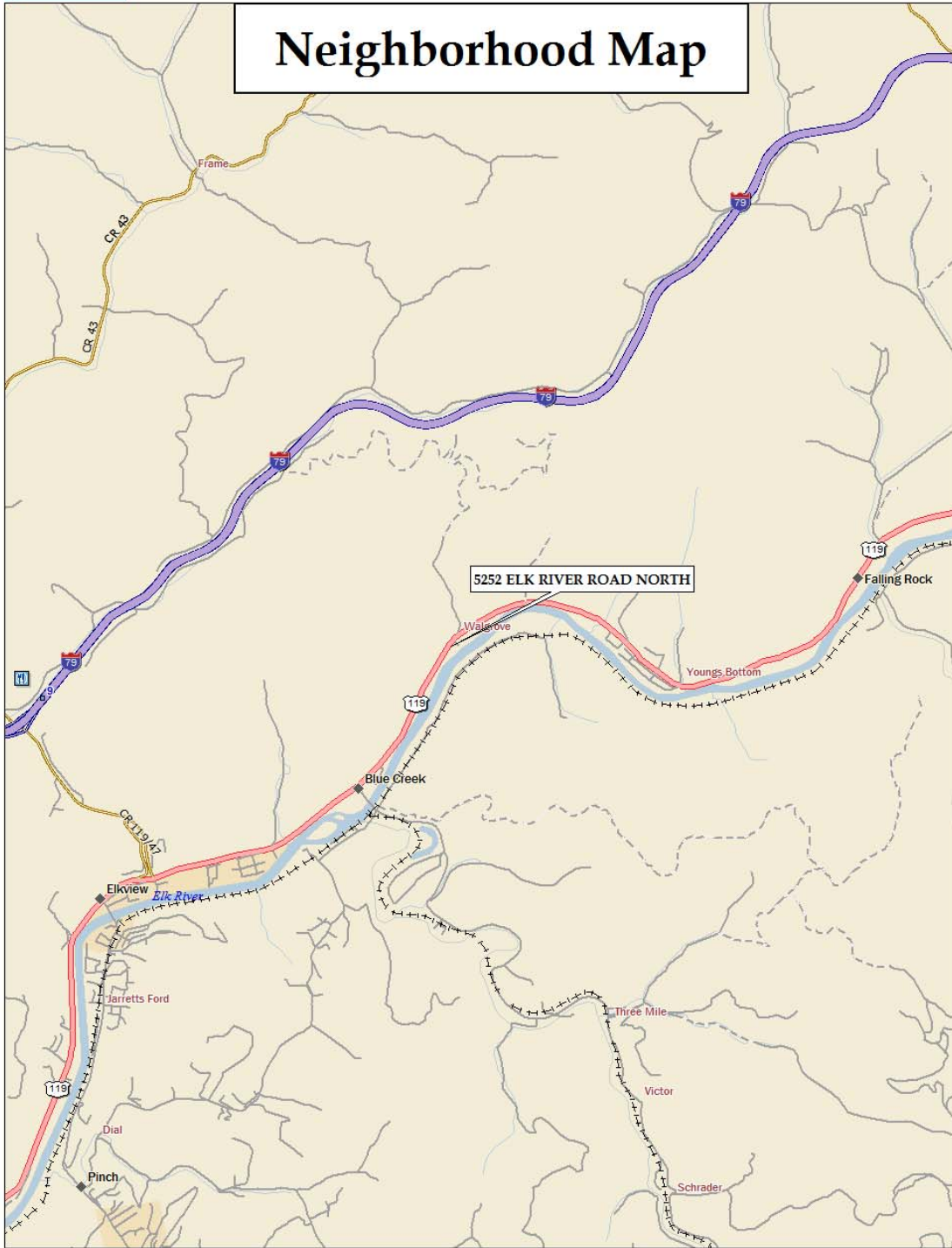


NEIGHBORHOOD MAP

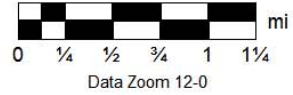


DeLorme Street Atlas USA® 2011

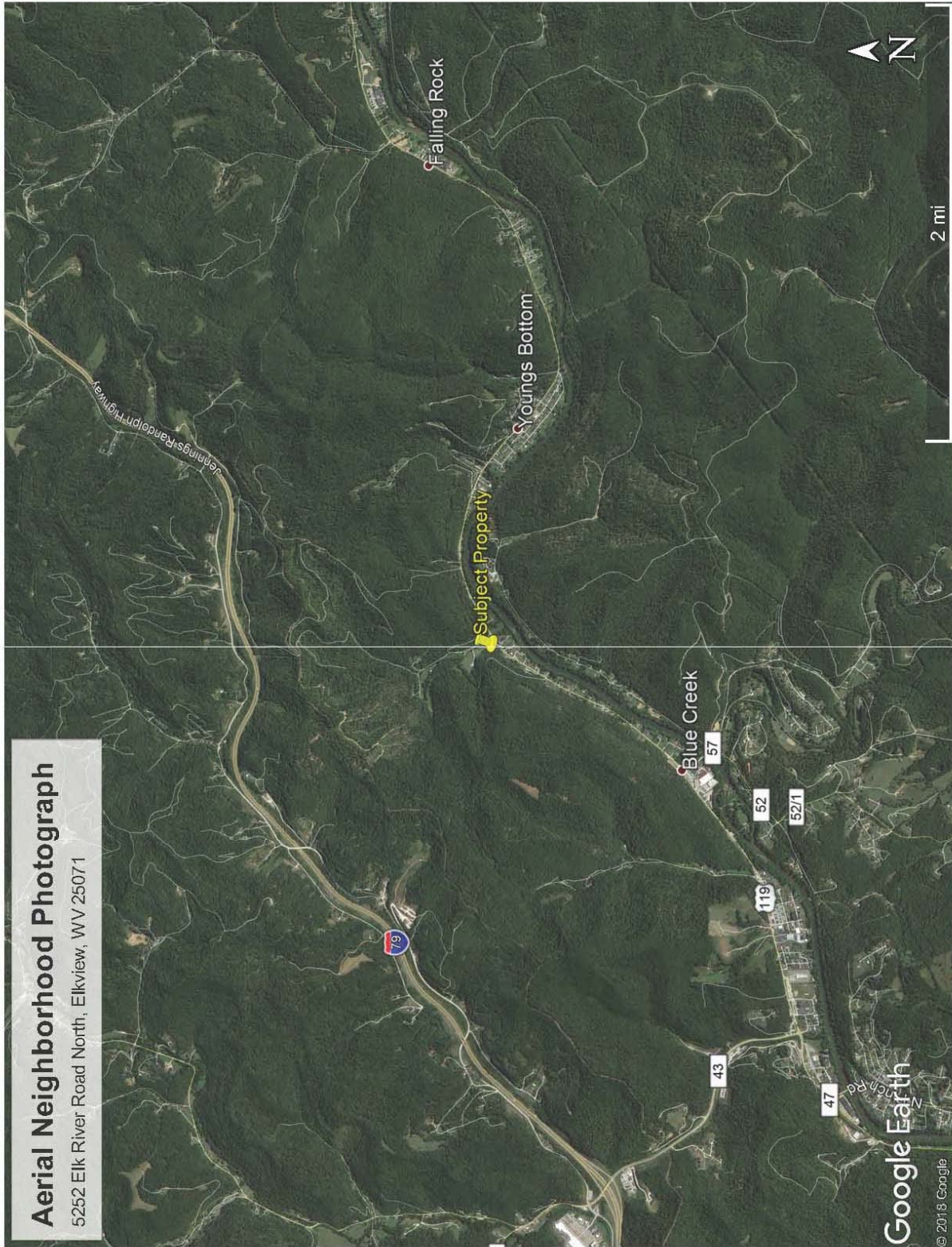
Neighborhood Map



Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2011.
www.delorme.com



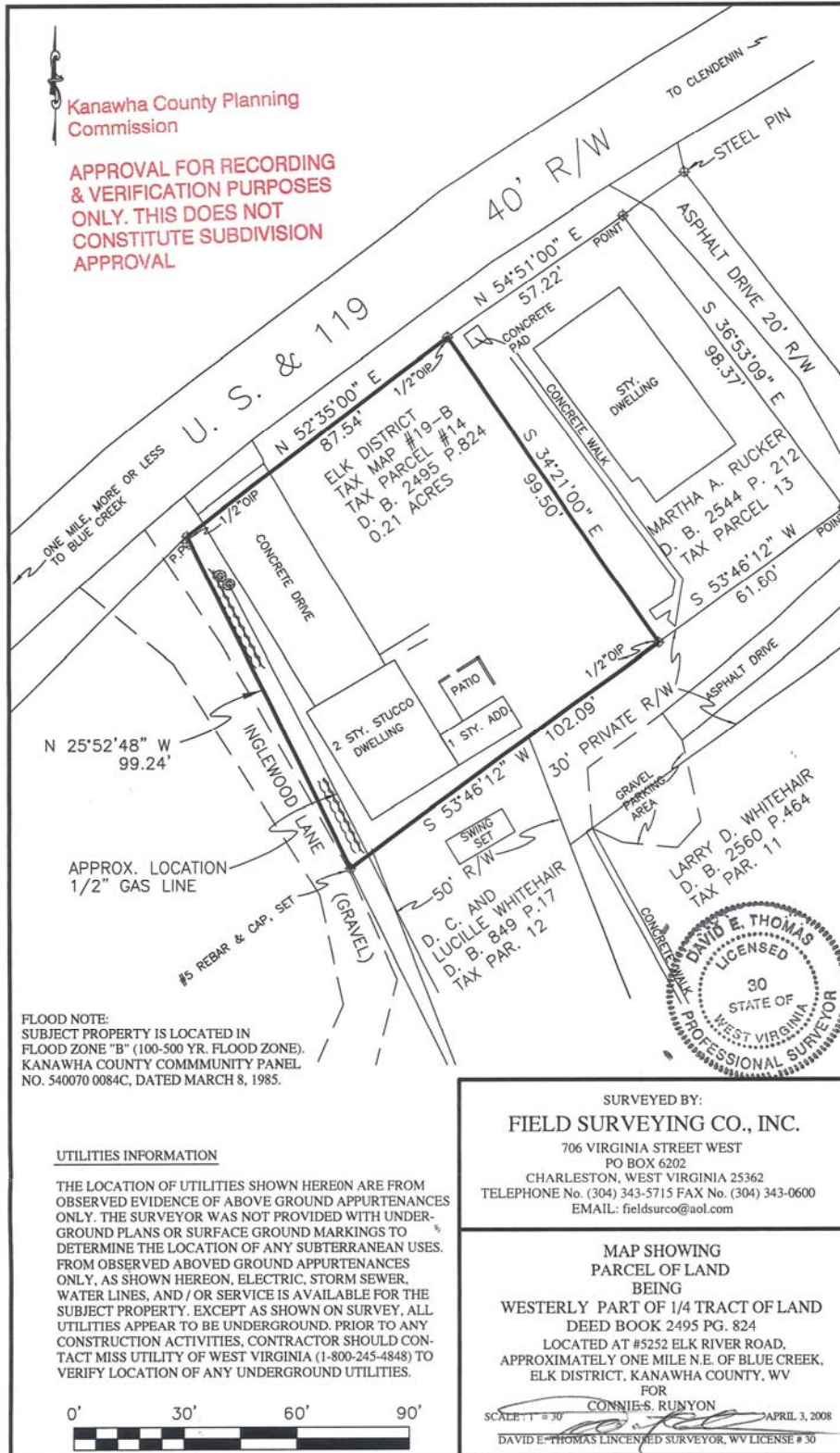
GOOGLE EARTH AERIAL NEIGHBORHOOD PHOTOGRAPH



GOOGLE EARTH AERIAL PHOTOGRAPH



SURVEY



Kanawha County Planning Commission

APPROVAL FOR RECORDING & VERIFICATION PURPOSES ONLY. THIS DOES NOT CONSTITUTE SUBDIVISION APPROVAL

FLOOD NOTE:
 SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "B" (100-500 YR. FLOOD ZONE). KANAWHA COUNTY COMMUNITY PANEL NO. 540070 0084C, DATED MARCH 8, 1985.

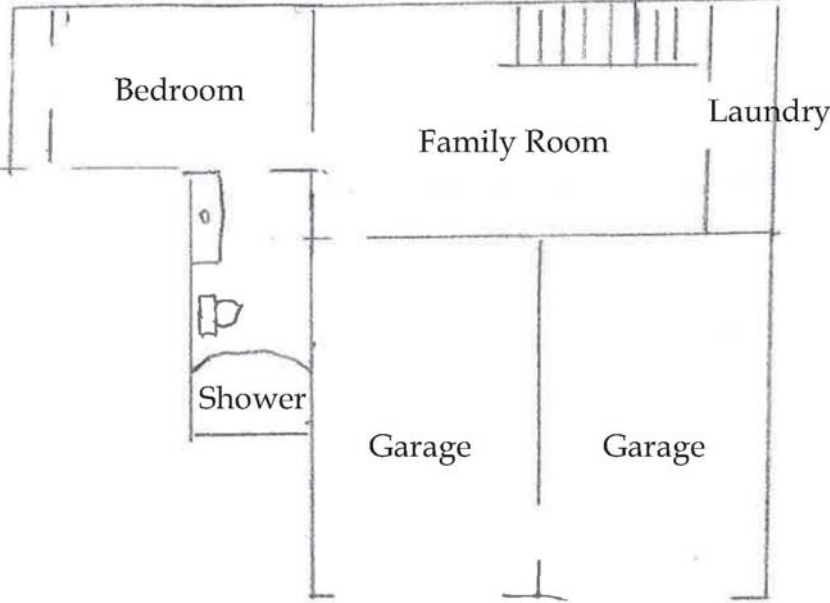
UTILITIES INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES. FROM OBSERVED ABOVE GROUND APPURTENANCES ONLY, AS SHOWN HEREON, ELECTRIC, STORM SEWER, WATER LINES, AND / OR SERVICE IS AVAILABLE FOR THE SUBJECT PROPERTY. EXCEPT AS SHOWN ON SURVEY, ALL UTILITIES APPEAR TO BE UNDERGROUND. PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTRACTOR SHOULD CONTACT MISS UTILITY OF WEST VIRGINIA (1-800-245-4848) TO VERIFY LOCATION OF ANY UNDERGROUND UTILITIES.

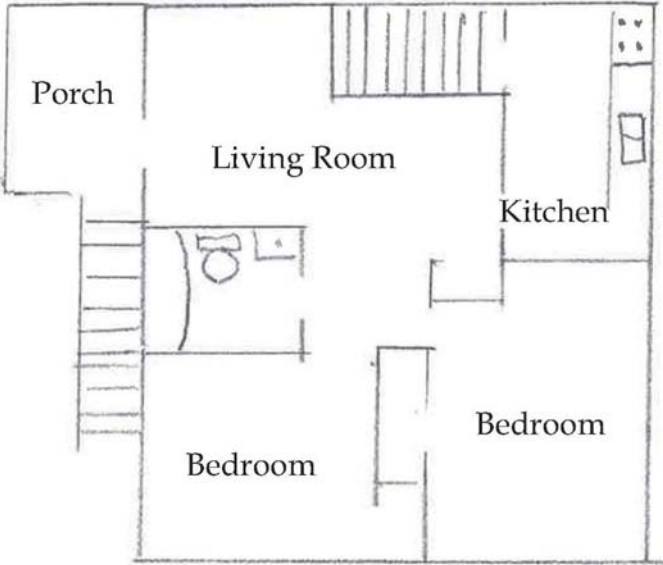
SURVEYED BY:
FIELD SURVEYING CO., INC.
 706 VIRGINIA STREET WEST
 PO BOX 6202
 CHARLESTON, WEST VIRGINIA 25362
 TELEPHONE No. (304) 343-5715 FAX No. (304) 343-0600
 EMAIL: fieldsurco@aol.com

MAP SHOWING
 PARCEL OF LAND
 BEING
 WESTERLY PART OF 1/4 TRACT OF LAND
 DEED BOOK 2495 PG. 824
 LOCATED AT #5252 ELK RIVER ROAD,
 APPROXIMATELY ONE MILE N.E. OF BLUE CREEK,
 ELK DISTRICT, KANAWHA COUNTY, WV
 FOR
 CONNIE S. RUNYON
 SCALE: 1" = 30' APRIL 3, 2008
 DAVID E. THOMAS LICENSED SURVEYOR, WV LICENSE # 30

FLOOR PLAN SKETCH



Lower Level




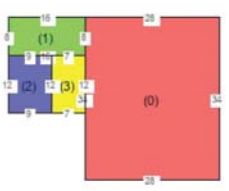

Upper Level

KANAWHA COUNTY ASSESSOR'S WEB MAP

Kanawha Parcel: District 15, Map 19B, Parcel 14

This map was prepared from data provided by the Kanawha County Assessors Office. Kanawha County assumes no legal responsibility for the information contained on the map. Users noting errors or omissions are encouraged to contact the Kanawha County Tax Map Department.



 <p>Acres: 0.1905 Deed Book/Page: 2717/0593</p>		<p>Parcel #: 15 19B001400000000 Tax Year: 2018 Tax District: 15 Map: 19B PID: 14 Legal Description: Lt 82x100 Nr Riley Branch Elk Riv Rd N 5252 21/100 Sc M/I Riley Branch Assessed Bldg: \$ 27,540 Assessed Land: \$ 9,060 Assessed Total: \$ 36,600</p>	<p>Owner: Runyon Connie Address: 5252 Elk River Rd N Elkview WV 25071 Location: 5252 Elk River Rd</p> 
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WV FLOOD TOOL MAP

Runyon Property



This map is not the official regulatory FIRM or DFIRM. Its purpose is to assist with determining potential flood risk for the selected location.

<p> Flood Info Location</p> <p>FEMA Effective Floodplain</p> <ul style="list-style-type: none"> Floodway Flood Hazard Zone Advisory Zone A or Updated Zone AE <p>Disclaimer: The online map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. Refer to the official Flood Insurance Study (FIS) for detailed flood elevation data in flood profiles and data tables. WV Flood Tool (https://www.MapWV.gov/flood) is supported by FEMA, WV NFIP Office, and WV GIS Technical Center.</p>	<p>User Notes:</p> <p>Flood Hazard Area: Location is WITHIN the FEMA 100-year floodplain.</p> <p>Flood Hazard Zone: AE</p> <p>Stream: Elk River</p> <p>Watershed (HUC8): Elk (5050007)</p> <p>FEMA Flood Map: 54039C0280E EFF: 2/6/2008</p> <p>Elevation: About 618 ft (Source: FEMA 2016)</p> <p>Community Name: Kanawha County</p> <p>Community ID: 540070</p> <p>Location (long, lat): (-81.446412, 38.463523)</p> <p>Parcel ID: 20-1-5-019B-0014-0000</p> <p>Address: 5252 ELK RIVER RD N, BLUE CREEK, WV, 25071</p>	<p><i>Map created on 1/17/2019</i></p>
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DEED

THIS DEED, made this 1st day of April, 2008, by and between **DALE AARON WHITEHAIR** and **MARCIE RENEE WHITEHAIR**, husband and wife, parties of the first part and the Grantors, and **CONNIE S. RUNYON**, party of the second part and the Grantee;

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the parties of the first part do hereby **GRANT** and **CONVEY** unto the party of the second party, all that certain piece or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, situate and lying on the north side of Elk River on State Route No. 14 (now U.S. Route 119), approximately one mile northeast of Blue Creek, Elk District, Kanawha County, West Virginia, and more particularly bounded and described as follows:

BEGINNING at a ½ inch old iron pin (found) in the southerly right-of-way line of U. S. Route No. 119 – Elk River Road at its intersection with the easterly line of Inglewood Lane, said point being the original northwest corner of ¼ acre parcel of land described in deed from Lucille M. Whitehair to Dale A. Whitehair dated March 23, 2000 recorded in the office of the Clerk of the Kanawha County Commission in Deed Book 2495, page 824, and running thence from said beginning point with the southerly right-of-way line of U. S. Route No. 119 – Elk River Road with part of the original northerly line of said ¼ acre parcel, N. 52° 35' 00" E., 87.54 feet to a ½ inch iron pin (found) in hedge line on the southwest side of concrete cistern at the common corner to the parcel of land presently owned by Martha A. Rucker being described in Deed Book 2544, at page 212; thence leaving the southerly right-of-way line of U. S. Route No. 119 – Elk River Road with the common line to Rucker, S. 34° 21' 00" E., 99.50 feet to a ½ inch iron pin (found) in the northerly line of a 30 foot private right-of-way; thence running with the northerly line of said 30 foot private right-of-way for part of this line and with the common line to the parcel of land owned by D. C. Whitehair and Lucille M. Whitehair and also being part of the original southerly line of the ¼ acre parcel of land described in Deed Book 2495, at page 824, S. 53° 46' 12" W., 102.09 feet to a No. 5 rebar with cap (set) in the easterly line of Inglewood Lane and being a common corner to D. C. Whitehair and Lucille M. Whitehair, said point being the original southwest corner of the ¼ acre parcel of land described in Deed Book 2495, at page 824; thence running with the original westerly line of said ¼ acre parcel of land and the easterly line of Inglewood Lane, N. 25° 52' 49" W., 99.24 feet to the point of beginning, containing 0.21 acre or 9,338 square feet, more or less, as shown on map entitled: "Map Showing Parcel of Land Being Westerly Part Of ¼ Acre Tract of Land Deed Book 2495 - PG 824 Located At No. 5252 Elk River Road, Approximately 1 Mile N.E. of Blue Creek, Elk District, Kanawha County, WV For Connie S. Runyon," dated April 3, 2008, prepared by Field Surveying Co., Inc., David E. Thomas, Licensed Land Surveyor, WV License No. 30, a copy of which map is attached hereto and made a part hereof.

RETURN TO
JOYCE OFSA BOX

AND BEING the same property conveyed to Dale Aaron Whitehair, one of the parties of the first part, by Deed dated March 23, 2000, of record in the office of the Clerk of the County Commission of

Deed
2717
Page
593

Kanawha County in Deed Book 2495, at page 824. Reference to said Deed and Map is hereby made for a more particular description of the property hereby conveyed.

There is hereby **EXCEPTED** and **RESERVED** from this conveyance all minerals in said property which have heretofore been sold by predecessors in title.

This conveyance is made **SUBJECT** to all valid reservations, restrictions, easements, rights-of-ways and other encumbrances of record in the aforesaid Clerk's office, or which would be disclosed by a physical inspection or accurate survey of the property hereby conveyed.

Marcie Renee Whitehair joins in this deed and conveyance solely to convey any interest she may have in the property hereby conveyed and to satisfy the requirements of West Virginia Code § 43-1-2.

Subject to the foregoing, and subject further to the lien for real property taxes for the year 2008, which shall be prorated between the parties hereto on a calendar year basis as of the date of delivery of this deed and assumed by the party of the second part, the parties of the first part do hereby **WARRANT GENERALLY** the title to the property hereby conveyed and covenant that the same is free and clear of all liens and encumbrances.

DECLARATION OF CONSIDERATION OR VALUE: The parties of the first part herein declare that the total consideration paid for the property transferred by this document is One Hundred One Thousand and 00/100 Dollars (\$101,000.00)

DECLARATION OF RESIDENCY: The Grantors declare that Grantors are residents of the State of West Virginia as defined by W. Va. Code § 11-21-71b and intend this declaration to satisfy the requirements thereof.

WITNESS the following signatures as of the date first above written:


DALE AARON WHITEHAIR


MARCIE RENEE WHITEHAIR

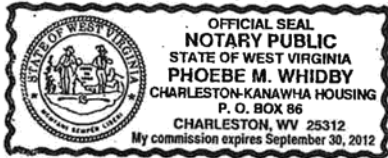
STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, To-Wit:

The foregoing instrument was acknowledged before me this 4 day of April, 2008, by DALE AARON WHITEHAIR, married.

My commission expires: 9-30-12
Phoebe M. Whidby
Notary Public

[NOTARIAL SEAL]



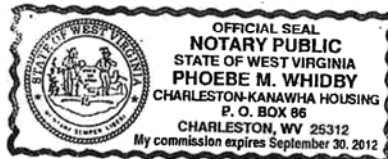
STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, To-Wit:

The foregoing instrument was acknowledged before me this 4 day of April, 2008, by MARCIE RENEE WHITEHAIR, married.

My commission expires: 9-30-12
Phoebe M. Whidby
Notary Public

[NOTARIAL SEAL]



This deed was prepared by Joyce F. Ofsa, Attorney at Law, of the law firm of Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Spilman Center, Charleston, West Virginia 25301.

716049

This Instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on and the same is admitted to record. APR 07 2008

Teste: *Dana J. Mc Cormick* Clerk
Kanawha County Commission

LIMITED TITLE UPDATE REPORT - JANUARY 17, 2019

spilman
thomas & battle
(304) 340-3847
E-mail: jfosa@spilmanlaw.com

January 17, 2019

Ms. Connie S. Runyon
5252 Elk River Rd N
Elkview, WV 25071

RE: Limited Title Update Report
Lt 82x100 Nr Riley Branch
21/100 SC M/L Riley Branch
Elk Riv Rd N 5252
Elk District, Kanawha County, West Virginia
Our File No.: 16017.0001

Dear Ms. Runyon:

Pursuant to your request, we have conducted a limited title examination of the records in the office of the Clerk of the County Commission of Kanawha County, West Virginia, relative to the title to the above-referenced real estate described on the attached Exhibit A (the "Property"), being the insured premises described in First American Title Insurance Company Eagle Protection Owner's Policy No. WVE0e-521212955 ("Owner's Policy") insuring Connie S. Runyon. We limited our examination to the period from April 7, 2008, the date of the Owner's Policy, to January 16, 2019, at 8:00 a.m.

Insofar as the records in said Clerk's office disclose, and subject to the accuracy of the records and of the indices thereto, we are of the opinion that title to the Property is vested in Connie S. Runyon, who acquired title to the Property from Dale Aaron Whitehair and Marcie Renee Whitehair by Deed dated April 1, 2008, of record in said Clerk's office in Deed Book 2717, at page 593.

Our opinion is subject, however, to the following matters:

1. Exception and reservation of all minerals as set forth in Deed dated April 1, 2008, of record in said Clerk's office in Deed Book 2717, at page 593.

2. The lien for real property taxes for the year 2019. The Property has been properly entered upon the Land Books for Kanawha County for the years 2009 through 2018, and the taxes have been paid through the year 2018. The 2019 taxes became a lien against the Property on July 1, 2018, but are not ascertainable, due or payable at this time. The Property is assessed in the 2018 Land Book for Elk District as follows:

Runyon Connie
Ticket No. 61854
Account No. 06298945
Tax Map 19B; Parcel 14
Lt 82x100 Nr Riley Branch Elk Riv Rd N 5252
21/100 SC M/L Riley Branch
Land 9060; Bldg 27540; Homestead 20000; Total 16600
Class 2
Taxes for year 2018 are \$92.96 per half

Spilman Thomas & Battle, PLLC
300 Kanawha Boulevard, East | PO Box 273 | Charleston, WV 25321-0273 | P 304.340.3800 | F 304.340.3801
West Virginia | North Carolina | Pennsylvania | Virginia | spilmanlaw.com



Taxes may be paid by check made payable to the Sheriff of Kanawha County and mailed to 409 Virginia Street East, Room 120, Charleston, WV 25301. Tax inquiries should be made to the Kanawha County Sheriff's office at telephone number (304) 357-0210.

3. All matters affecting title to the Property disclosed in and any matters predating the date of said Owner's Policy.

4. The lien for unrecorded and inchoate claims or assessments of mechanics, laborers, materialmen, property owners' association, municipal or local governments and agencies, and public service districts, if any.

5. Any matters which would be disclosed by an accurate survey and a physical inspection of the Property.

6. The rights of any third party in possession of any part of the Property.

We have not attempted to ascertain and do not render any opinion regarding: (i) existence of any environmental hazard or liability affecting the Property; (ii) local zoning, subdivision or other land use or planning statutes or ordinances, which may affect and restrict the Property and the uses to be made thereof; and (iii) the ownership of the coal, oil, gas and all other minerals underlying the Property.

Our title examination and this report covers only the period from April 7, 2008, to January 16, 2019, at 8:00 a.m.

Very truly yours,

SPILMAN THOMAS & BATTLE, PLLC

By: 
Joyce F. Ofsa, Member

JFO/drl:11488569

EXHIBIT A

All that certain piece or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, situate and lying on the north side of Elk River on State Route No. 14 (now U.S. Route 119), approximately one mile northeast of Blue Creek, Elk District, Kanawha County, West Virginia, and more particularly bounded and described as follows:

BEGINNING at a ½ inch old iron pin (found) in the southerly right-of-way line of U. S. Route No. 119 – Elk River Road at its intersection with the easterly line of Inglewood Lane, said point being the original northwest corner of ¼ acre parcel of land described in deed from Lucille M. Whitehair to Dale A. Whitehair dated March 23, 2000 recorded in the office of the Clerk of the Kanawha County Commission in Deed Book 2495, page 824, and running thence from said beginning point with the southerly right-of-way line of U. S. Route No. 119 – Elk River Road with part of the original northerly line of said ¼ acre parcel, N. 52° 35' 00" E., 87.54 feet to a ½ inch iron pin (found) in hedge line on the southwest side of concrete cistern at the common corner to the parcel of land presently owned by Martha A. Rucker being described in Deed Book 2544, at page 212; thence leaving the southerly right-of-way line of U. S. Route No. 119 – Elk River Road with the common line to Rucker, S. 34° 21' 00" E., 99.50 feet to a ½ inch iron pin (found) in the northerly line of a 30 foot private right-of-way; thence running with the northerly line of said 30 foot private right-of-way for part of this line and with the common line to the parcel of land owned by D. C. Whitehair and Lucille M. Whitehair and also being part of the original southerly line of the ¼ acre parcel of land described in Deed Book 2495, at page 824, S. 53° 46' 12" W., 102.09 feet to a No. 5 rebar with cap (set) in the easterly line of Inglewood Lane and being a common corner to D. C. Whitehair and Lucille M. Whitehair, said point being the original southwest corner of the ¼ acre parcel of land described in Deed Book 2495, at page 824; thence running with the original westerly line of said ¼ acre parcel of land and the easterly line of Inglewood Lane, N. 25° 52' 49" W., 99.24 feet to the point of beginning, containing 0.21 acre or 9,338 square feet, more or less, as shown on map entitled: "Map Showing Parcel of Land Being Westerly Part Of ¼ Tract of Land Deed Book 2495 PG 824 Located At #5252 Elk River Road, Approximately One Mile N.E. of Blue Creek, Elk District, Kanawha County, WV For Connie S. Runyon," dated April 3, 2008, prepared by Field Surveying Co., Inc., David E. Thomas, Licensed Land Surveyor, WV License No. 30, a copy of which is recorded in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 2717, at page 593.

And being the same property conveyed to Connie S. Runyon, by deed dated April 1, 2008, and recorded in said Clerk's office in Deed Book 2717, at page 593.

MANNER OF SALE

The subject property will be offered in its entirety, at public auction to be held on Thursday, May 23, 2019 at 4:00 p.m. The auction will be held onsite at 5252 Elk River Road North, Elkview, Kanawha County, West Virginia 25071. **Announcements made by the auctioneer at the time and place of sale take precedence over ALL printed materials.**

TERMS OF SALE

A deposit of ten (10) percent, payable in cash, cashiers, bank or certified check, or personal check, will be required of the purchaser at the time and place of sale. Closing must occur within thirty (30) days or by 5:00 p.m. Monday, June 24, 2019. All costs incident to closing including, but not limited to recordation fees, transfer taxes, title insurance fees, etc., to be paid by the Purchaser. All annualized expenses, such as real property taxes and County fees, to be adjusted to date of closing and assumed thereafter by the Purchaser. Time is of the essence. For complete “Terms of Sale” see the Contract of Sale printed in the Property Information Package.

BUYER’S PREMIUM

A ten percent (10%) Buyer’s Premium shall be added to the high bid and the final sales price will include that amount.

PROPERTY INSPECTIONS

Properties are available for inspection by appointment only. Contact Jay Goldman of Goldman Associates, Inc. at (304) 343-5695. In addition, an Open House will be held on Monday, May 20, 2019 from 4:00 pm to 6:00 pm.

BROKER REGISTRATION RULES

A one percent (1%) referral fee will be paid by the Seller to the properly licensed Broker/Agent whose Client purchases the property at the Auction and settles on the property at closing. To qualify for a referral fee, the Broker/Agent must abide by the following rules:

1. Broker/Agent must be validly licensed.
2. The Broker must register the Client on an official registration form and forward by mail to Goldman Associates, Inc. at 1014 Bridge Road, Charleston, West Virginia 25314 or fax to (304) 343-5694. Please attention it “5252 Elk River Road North Auction” and it must be faxed no later than Tuesday, May 21, 2019.
3. Registration form must be signed by both Broker/Agent and Client. A West Virginia Real Estate Commission Notice of Agency Relationship must be signed by the client and agent.
4. Broker/Agent must attend the Auction with the Client.
5. Referral fees will be paid upon closing.
6. Registrations faxed after 5:00 p.m. Tuesday, May 21, 2019 **WILL NOT** be accepted. These requirements will be strictly adhered to.

BROKER REGISTRATION AGREEMENT

I, _____ (“Registered Broker/Agent”) a Broker/Agent with _____
_____ (Brokerage Firm) hereby register my client, _____
_____ (“Client”) for the Thursday, May 23, 2019 Auction of the property
located at 5252 Elk River Road North, Elkview, Kanawha County, West Virginia 25071
Auction.

BROKER HEREBY AGREES TO THE FOLLOWING:

1. If my Client is the Successful Bidder at the Auction, I will receive a referral fee of one percent (1%) of the Final Bid Price from the Seller upon compliance with all terms and conditions of this agreement. It is understood and agreed that Client must acknowledge my representation by signing this agreement. Referral fee will be paid upon closing under the Contract of Sale. It is understood and agreed that no referral fee or compensation whatsoever shall be due unless and until each of the following conditions has occurred: (a) my delivery of this Broker Registration Agreement to Goldman Associates, Inc.; (b) execution by Client and ratification by Seller of the Contract of Sale; and (c) actual and final closing of title as evidenced by execution, delivery and recording (where applicable) of all closing instruments, and payments in full of the purchase price specified in this Contract of Sale. It is further understood and agreed that if for any reason whatsoever the sale is not finally closed, including acts, omissions, or negligence on the part of Seller and/or Auctioneer, Auctioneer and Seller is relieved from any and all liability, claim or charge whatsoever, and no referral fee or other compensation shall be due or payable to me. If my Client’s default under the Contract of Sale results in forfeiture of the Deposit (as defined in the Contract of Sale), or any portion thereof, or Client pays or becomes liable for damages to Seller, I shall not be entitled to any portion of such forfeited deposit(s) or damages.
2. I hereby represent and warrant that I am: (a) a duly licensed real estate Broker/Agent under the laws of West Virginia; (b) serving only as a Broker/Agent in the transaction, not as a principal; and (c) my Client has no principal or ownership interest in my brokerage and is not a member of my immediate family.
3. I understand that a prospective purchaser may only be represented by one Broker/Agent.
4. It is understood and agreed that this registration agreement is valid only for the day of Auction and expires upon conclusion of the Auction, unless my Client is the Successful Bidder at the Auction.

CLIENT HEREBY AGREES TO THE FOLLOWING:

1. I hereby acknowledge that the within named Broker/Agent is my sole and exclusive representative in this matter.
2. I represent and warrant that I am not a principal in, nor do I have any ownership interest in, the brokerage firm named in this "Broker Registration Agreement" and am not a member of the immediate family of said broker.

THIS AGREEMENT MUST BE COMPLETED, IN FULL, BY ALL PARTIES AND FAXED TO GOLDMAN ASSOCIATES, INC. AT 1014 BRIDGE ROAD, CHARLESTON, WEST VIRGINIA 25314 AND FAXED NO LATER THAN 5:00 P.M. (EDT) TUESDAY, MAY 21, 2019.

CLIENT:

REGISTERED BROKER/AGENT:

Printed Name

Printed Name

Signature

Signature

Address

WV Broker License #/Brokerage Firm

Address

Address

City, State, Zip

City, State, Zip

Telephone Number

Telephone Number

Date

Date

NOTICE OF AGENCY RELATIONSHIP

NOTICE OF AGENCY RELATIONSHIP

When working with a real estate agent in buying or selling real estate West Virginia Law requires that you be informed of whom the agent is representing in the transaction.

The agent may represent the seller, the buyer, or both. The party represented by the agent is known as the agent's principal and as such, the agent owes the principal the duty of utmost care, integrity, honesty and loyalty.

Regardless of whom they represent, the agent has the following duties to both the buyer and the seller in any transaction:

- * Diligent exercise of reasonable skill and care in the performance of the agent's duties.
- * A duty of honest and fair dealing and good faith.
- * Must offer all property without regard to race, color, religion, sex, ancestry, physical or mental handicap, national origin or familial status.
- * Must promptly present all written offers to the owner.
- * Provide a true legible copy of every contract to each person signing the contract.

The agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate agent represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate agent, they can provide information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

(printed name of agent) _____, affiliated with

(firm name) _____, is acting as agent of:

- The Seller, as listing agent or subagent. The Buyer, as the buyer's agent.
 Both the Seller and Buyer, with the full knowledge and consent of both parties.

CERTIFICATION

By signing below, the parties certify that they have read and understand the information contained in this disclosure and have been provided with signed copies prior to signing any contract.

_____	_____	_____	_____
Seller	Date	Buyer	Date
_____	_____	_____	_____
Seller	Date	Buyer	Date
_____	_____	_____	_____
Seller	Date	Buyer	Date

I hereby certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

Agent's Signature _____

Date _____

WV Real Estate Commission
300 Capitol Street, Suite 400
Charleston, WV 25301
304.558.3555
<www.wvrec.org>

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.

Effective March 2009



ABSENTEE BID INSTRUCTIONS

Individuals unable to physically attend this auction may still bid either by telephone or by placing an absentee bid with us. You must submit the required deposit in certified funds along with the complete Absentee Bid Form (next page) and the signed Contract of Sale to us prior to the auction date. We will then arrange for you to bid via telephone, or in the case of an absentee bid, bids will be placed by the Auctioneer for you at the auction based on the instructions in the Absentee Bid Form.

The executed Absentee Bid Form, Contract of Sale, and required deposit in certified funds must be received in the office of Goldman Associates, Inc. by 5:00 p.m. Tuesday, May 21, 2019.

ABSENTEE BID FORM

I/we _____ hereby submit a bid of \$_____ for the property located at 5252 Elk River Road North, Elkview, Kanawha County, West Virginia 25071, to be auctioned by Goldman Associates, Inc., on Thursday, May 23, 2019 at 4:00 p.m.

Goldman Associates, Inc. is hereby authorized to place bids on my/our behalf to the aforestated amount. I/we have signed the required Contract of Sale (attached herewith) and have herewith submitted the required deposit of ten (10) percent of the bid to Goldman Associates, Inc. If my/our bid is accepted, I/we authorize Goldman Associates, Inc., to enter the final bid price on my/our behalf.

Witness

Signature (Seal)

Witness

Signature (Seal)

CONTRACT OF SALE

This Contract of Sale, made this 23rd day of May, 2019, by and between the following parties: Connie S. Runyon, as Seller and _____, as Buyer.

That for and in consideration of Buyer's offer in the amount of _____ Dollars (\$_____), including a Buyer's Premium of ten percent (10%), made to Goldman Associates, Inc., ("Broker"), on May 23, 2019, the acceptance of which is hereby confirmed by Seller upon the terms and covenants set forth below, Seller and Buyer covenant and agree that Seller shall sell and convey all that certain property located at 5252 Elk River Road, Elkview, Kanawha County, West Virginia 25071, as described in Deed Book 2717 at Page 593 recorded in the Kanawha County Clerk's Office. The property is identified in the Kanawha County Assessor's Office in the Elk Tax District on Map 19B as Parcel 14. The Limited Title Update Report (prepared by Joyce F. Ofsa, Esquire of Spilman, Thomas & Battle, PLLC, dated January 17, 2019) and Deed are part of the Property Information Package and will be attached to and made a part of this Contract of Sale, once completed, for all relevant purposes, together with all improvements and appurtenances ("Property"), upon the following terms and covenants:

1.0 Purchase Terms - Purchase price of Property is _____ Dollars (\$_____) including Buyer's Premium. Deposit has been received from Buyer with this Contract in the form of a check in the amount of ten (10) percent of the bid, which deposit shall be deposited by Broker in a non-interest bearing escrow account. Balance of purchase price in the amount of _____ Dollars (\$_____) to be paid at closing.

- 1.1 Closing - The closing of the sale of the Property (“Closing”) shall be by Monday, June 24, 2019, time being of the essence. Closing shall be complete when the Special Warranty Deed conveying title to Buyer is executed, delivered and recorded. Closing is to be made at a location designated by Seller, or such location as the parties may mutually agree.
- 1.2 Purchaser’s Costs - Buyer shall pay for its Title Commitment, Owner’s Policy and for Buyer’s engineering, survey, and other professional fees, costs and expenses. Any and all costs incident to closing, including transfer taxes, recordation fees, documentary stamps and any other related costs, to be paid solely by Buyer.
- 1.3 Possession - Buyer shall have exclusive possession of the Property as of the Closing.
- 1.4 Conveyance - Seller, upon tender by Buyer of the full amount of the purchase price, shall convey the Property to Buyer by a Special Warranty Deed, subject to:
- (a) Any lien for real property taxes for the 2018 tax year (lien dated July 1, 2017), which Seller and Buyer shall prorate on a calendar year basis as of the date of closing. All annualized charges including but not limited to taxes, water charges, fire fees, if any, shall be adjusted to date of Closing;
 - (b) Any matter ascertainable by an on the ground survey or physical inspection of the property; and
 - (c) All easements, restrictions, covenants, and agreements of record as of May 23, 2019.
2. Buyer Inspection - Buyer expressly understands and agrees that the sale is “as-is” and that Seller and Auctioneer/Broker have made no, and shall not be liable to Buyer for any, representations or warranties respecting:

- (a) the availability of any utilities or local services to the Property or to any of the improvements thereon;
 - (b) the land use status or physical condition of the surface or subsurface of the Property or any of the improvements thereon; or
 - (c) the environmental condition of the surface, subsurface and all improvements of the Property. Buyer understands and agrees that nothing in this Contract of Sale shall be construed to impose or imply any obligation or liability on Seller prior to or after the Closing Date to alter, improve or repair the Property or any improvements thereon, or to initiate or pay for any abatement, remediation or other response action to the existence of any hazardous waste, material or substance subject to remediation or other response action in compliance with any state or federal law or regulations on or under the surface of the Property or any appurtenant easement location, or in , on or under the improvements thereon.
3. Risk of Loss - Any loss or damage to the Property by fire or other casualty, whether or not covered by insurance, which occurs prior to Closing shall not in any way void or impair this Contract of Sale. The Seller shall maintain fire and extended coverage insurance on the premises until closing.
4. Agreement - This Contract of Sale represents the entire agreement between the parties and shall extend to and be binding upon the heirs, personal representatives, successors and assigns, provided, however, that no assignment of any rights under this Contract of Sale may be made by either party without the prior written express consent of the other party. If Buyer is a business entity, the principals of Buyer hereby join in the execution of this Contract, including without limitation, the payment of the purchase price on the

closing date. If more than one person executes this Contract pursuant to this clause, the obligations of each such person shall be joint and several.

5. Notices - Notices of any form and purpose shall be sent to the parties at their addresses shown below by Federal Express Next Day Delivery or UPS Overnight Next Day Delivery or any national overnight courier service providing proof of date and receipt of delivery.
6. Damages for Buyer's Breach - In the event of default by Buyer in the consummation of the purchase of Property in accordance with the terms of this Contract, the deposit shall be forfeited to Seller. In addition, Seller reserves the right to pursue any and all legal remedies available by law or equity including the right to maintain an action for specific performance or to have Property resold at the risk and expense of Buyer.
7. Attorney's Fees - Should any litigation be commenced between the parties hereto concerning the premises, this Contract, or the rights and duties of either in relation thereto, the party (Buyer or Seller) prevailing in such litigation shall be entitled, in addition to such other relief granted, to a reasonable sum as and for their attorney's fees in such litigation, such sum to be determined by the Court in such litigation, or in a separate action brought for that purpose, and the parties agree not to enjoin BROKER and to indemnify BROKER, to the extent permissible by law, for its costs and fees.
8. Special Notice - BROKER assumes no responsibility for the condition of Property nor for the performance of this Contract by any or all parties hereto. Buyer hereby warrants and represents that BROKER have not made any statement, representation or warranty regarding the condition of the premises, zoning conditions, governmental requirements or environmental matters, guarantees or warranties of the like, upon which Buyer has relied

and which is not contained in this Contract. The Auctioneer is licensed by the West Virginia Department of Agriculture and bonded in favor of the State of West Virginia.

The parties recognize Jay Goldman as the sole Broker/Auctioneer in this agreement.

9. Governing Law - This Contract is executed in the State of West Virginia and shall be governed by, and interpreted in accordance with, the laws of the State of West Virginia.
10. Legal Notice - If a legal notice is required to be published, the Buyer agrees to extend the closing date to meet this requirement.
11. Furniture, Fixtures & Equipment - All furniture, fixtures, and equipment that are in the building as of the date of sale shall transfer from the Seller to the Buyer by this contract.

Executed in one or more counterparts any one of which shall constitute an original.

BUYER:

SELLER:

CONNIE S. RUNYON

Connie S. Runyon

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this 23rd day of May, 2019, by

_____.

My Commission expires _____.

Notary Public

[SEAL]

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this 23rd day of May, 2019, by

_____.

My Commission expires _____.

Notary Public

[SEAL]

NOTICE OF AGENCY RELATIONSHIP

NOTICE OF AGENCY RELATIONSHIP

When working with a real estate agent in buying or selling real estate West Virginia Law requires that you be informed of whom the agent is representing in the transaction.

The agent may represent the seller, the buyer, or both. The party represented by the agent is known as the agent's principal and as such, the agent owes the principal the duty of utmost care, integrity, honesty and loyalty.

Regardless of whom they represent, the agent has the following duties to both the buyer and the seller in any transaction:

- Diligent exercise of reasonable skill and care in the performance of the agent's duties.
- A duty of honest and fair dealing and good faith.
- Must offer all property without regard to race, color, religion, sex, ancestry, physical or mental handicap, national origin or familial status.
- Must promptly present all written offers to the owner.
- Provide a true legible copy of every contract to each person signing the contract.

The agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate agent represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate agent, they can provide information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

(printed name of agent) Jay Goldman, affiliated with
(firm name) Goldman Associates Inc, is acting as agent of:

The Seller, as listing agent or subagent. The Buyer, as the buyer's agent.
 Both the Seller and Buyer, with the full knowledge and consent of both parties.

CERTIFICATION

By signing below, the parties certify that they have read and understand the information contained in this disclosure and have been provided with signed copies prior to signing any contract.

Seller <u>Connie S. Runyon</u>	Date	Buyer	Date
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

I hereby certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

Agent's Signature _____

Date _____

WV Real Estate Commission
300 Capitol Street, Suite 400
Charleston, WV 25301
304.558.3555
<www.wvrec.org>

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.

Revised - 03/12/09
Goldman Associates Inc 1014 Bridge Road Charleston, WV 25314
Phone: 301-343-5695 Fax: 304-343-5694 Jay Goldman

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



Untitled

SELLER'S DISCLOSURE FORM

SELLER'S PROPERTY CONDITION DISCLOSURE

TO BE COMPLETED BY SELLER. Please print. Answer every question or initial the appropriate boxes.

Purpose of Statement: This is a statement of the condition of the property and additional information concerning the property owned and being sold by the SELLER. It is not a warranty of any kind by the SELLER or by any agent representing any SELLER in the transaction. It is not a substitute for any inspection. PURCHASER IS ENCOURAGED TO OBTAIN ANY INSPECTIONS PURCHASER DEEMS NECESSARY. The SELLER's agent has been authorized to provide a copy of this Property Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING STATEMENTS ARE MADE ONLY BY THE SELLER. THEY ARE NOT REPRESENTATIONS OF, OR REVIEWED BY, ANY BROKER, AGENT OR AGENCY IN CONNECTION WITH ANY ACTUAL OR ANTICIPATED SALE OF THE PROPERTY.

DATE: Jan. 17 2019 PROPERTY ADDRESS: 5252 Elk River Road, N Elkview W 25071
 SELLER(S) Connie Brunyon

*****PLEASE COMPLETE EACH ROW BY INITIALING THE APPROPRIATE BOX*****

APPLIANCES				
	NONE/NOT INCLUDED	WORKING	NOT WORKING	DO NOT KNOW
Built-in Vacuum System	CR			
Clothes Dryer		CR		
Clothes Washer		CR		
Dishwasher		CR		
Disposal	CR			
Freezer	CR			
Gas Grill	CR			
Microwave Oven	CR			
Oven / Range		CR		
Refrigerator		CR		
Room Air Conditioner	CR			
TV Antenna/Dish	CR			
Trash Compactor	CR			
ELECTRICAL SYSTEM				
Air Purifier	CR			
Burglar Alarm	CR			
Ceiling Fan(s)		CR		
Garage Door Opener Control(s)		CR		
Inside Telephone Wiring		CR		
Generator	CR			

ELECTRICAL SYSTEM Continued				
	NONE/NOT INCLUDED	WORKING	NOT WORKING	DO NOT KNOW
Light Fixtures		CR		
Sauna	CR			
Smoke Fire Alarm		CR		
Switches & Outlets		CR		
Vent Fan(s)		CR		
Circuit Breakers		CR		
Fuses		CR		

HEATING AND COOLING SYSTEMS				
	NONE/NOT INCLUDED	WORKING	NOT WORKING	DO NOT KNOW
Attic Fan	CR			
Air Conditioning		CR		
Fireplace/Wood-burning	CR			
Fireplace Insert	CR			
Heat-Electric	CR			
Heat-Gas		CR		
Heat Pump	CR			
Humidifier	CR			
Propane Tank	CR			
Solar House-Heating	CR			
Wood-burning Stove	CR			

Purchasers acknowledge Page 1 of 3 _____
 (Initials) (Initials)

Sellers acknowledge Page 1 of 3 CR
 (Initials) (Initials)

THIS DISCLOSURE COMPLETED BY THE SELLERS

SELLER'S PROPERTY CONDITION DISCLOSURE

DATE: Jan 17 2019 PROPERTY ADDRESS: 5252 Elk River Rd N Elk River WJ 25071

****PLEASE COMPLETE EACH ROW BY INITIALING THE APPROPRIATE BOX****

WATER SYSTEM				
	NONE/NOT INCLUDED	WORKING	NOT WORKING	DO NOT KNOW
Cistern	CR			
Jetted Bathtub	CR			
Hot Tub	CR			
Pool	CR			
Plumbing		CR		
Septic Leaching Field		CR		
Sump Pump	CR			
Underground Sprinkler	CR			
Water Heater/Electric	CR			
Water Heater/Gas		CR		
Water Heater/Solar	CR			
Water Purifier	CR			
Water Softener	CR			
Well	CR			

ROOF				
AGE (if known) <u>6</u> years	YES	NO	DON'T KNOW	
Does the roof leak?		CR		
Is there present damage to the roof?		CR		
Is the roof under warranty?	CR			
Is the warranty transferable?	CR			
Expiration date of warranty: <u>30 Yrs</u>	CR			

HAZARDOUS CONDITIONS				
	YES	NO	DON'T KNOW	
Methane Gas		CR		
Lead Paint		CR		
Radon gas		CR		
Radioactive Material		CR		
Landfill		CR		
Mineshaft		CR		
Expansive Soil		CR		
Toxic Material		CR		
Urea formaldehyde foam insulation or asbestos insulation?		CR		
Mold		CR		
Mildew		CR		

OTHER DISCLOSURES			
	YES	NO	DON'T KNOW
Is there a connection to a public water system?	CR		
Is there a connection to a public sewer system?		CR	
Is there a connection to a private or community water system?		CR	
Is there a connection to a private or community sewer system?		CR	
Does the electrical system have aluminum wiring?			CR
Are any trees or shrubs diseased or dead?		CR	
Are there any encroachments?		CR	
Are there any violations of zoning, building code, or restrictive covenants?		CR	
Have you received any notices by any government or quasi-governmental agency affecting the property?		CR	
Are you aware of any previous structural problems with the improvements?		CR	
Have any substantial additions or alterations been made without a required building permit?		CR	
Are there current or previous moisture and/or water problems in the basement or crawl space?		CR	
Is there any damage due to wind, fire, flood, termites or rodents?		CR	
Has the fireplace/wood stove, chimney/flue been cleaned? If yes, explain below.		CR N/A	
Has there been any clandestine drug and/or methamphetamine lab or production at the property?		CR	
Have you received a certificate of remediation completion for any clandestine drug and/or methamphetamine lab or production at the property?			CR
Has flooding occurred on the property? If yes, explain below.	CR		
Has water been inside any structure on the property? If yes, explain below.	CR		
Is property in a flood hazard area?	CR		
Are you aware of any unnatural death occurrences?		CR	
Are fixtures excluded from sale? (If yes, specify in Additional Comments.)		CR	
Is General Warranty Deed provided?	CR		

Purchasers acknowledge Page 2 of 3 _____
(Initials) (Initials)

Sellers acknowledge Page 2 of 3 CR
(Initials) (Initials)

THIS DISCLOSURE COMPLETED BY THE SELLERS

SELLER'S PROPERTY CONDITION DISCLOSURE

DATE: Jan 17 2019 PROPERTY ADDRESS: 5252 Elk River Rd N Elkview W 25071

ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Please Print or Type)	Additional Comments Attached <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<p style="font-size: 1.2em; color: blue;"><i>see attachment</i></p>	

OTHER DISCLOSURE: In addition to the disclosure statement made herein, the following facts are known or suspected by me/us which may materially affect the value or desirability of the subject property, now or in the future (burial sites, murder, suicide, etc.).

The foregoing answers and explanations are true and complete to the best of my/our knowledge. I/we, the **SELLER(s)** have authority to complete this disclosure form and authorize _____, (Broker and/or Company) to disclose the information set forth herein to other real estate brokers, real estate agents and prospective **PURCHASERS** of the property. **SELLER** agrees to hold harmless all brokers and agents in any actual or anticipated sale of the subject property and to defend and indemnify them from any claim, demand, action or proceedings resulting from any omission or alleged omission by **SELLER** in this disclosure statement.

SELLER certifies that the information herein is true and correct to the best of the **SELLER's** knowledge as of the date signed by **SELLER**. **SELLER** further agrees to notify **PURCHASER** of any additional items which may become known to the **SELLER** prior to recording the deed.

PURCHASER acknowledges receipt of a copy of this statement and understands that this information is a description of the property to the best of **SELLER's** knowledge as of the above date. **PURCHASER** understands that this statement is not a warranty of any kind by the **SELLER** or any Real estate broker or agent in connection with any actual or anticipated sale of the property described herein and therefore agrees to hold Harmless all real estate brokers and agents involved in any such transaction. This statement is **NOT** a substitute for any inspections **PURCHASER** may wish to obtain.

Purchasers hereby acknowledge receipt of this disclosure.		Sellers hereby certify this disclosure.	
Purchaser	Date	Seller <u>Connie Reuzon</u>	Date <u>1/17/19</u>
Purchaser	Date	Seller	Date

THIS DISCLOSURE COMPLETED BY THE SELLERS

On 6-24-16 flood waters entered the garage and lower level of the home, reaching a depth of approx. 3". Water receded quickly and clean up began immediately. Carpet and baseboards were removed and concrete floor cleaned. All areas covered by the water were washed down with a chlorox solution. Garage + driveway + sidewalks were pressure washed to remove mud. Several fans were placed throughout the area to speed up drying process. The lower walls were wiped down with the chlorox solution over the next several days to prevent mold. The area was left to dry for several weeks and monitored for mold - none was found. Carpet was replaced with linoleum and new baseboards installed. No permanent damage from the flood.

Corina & Runyan
5252 ELK RIVER RD #
ELKVIEW WV 25071

LEAD PAINT DISCLOSURE FORM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

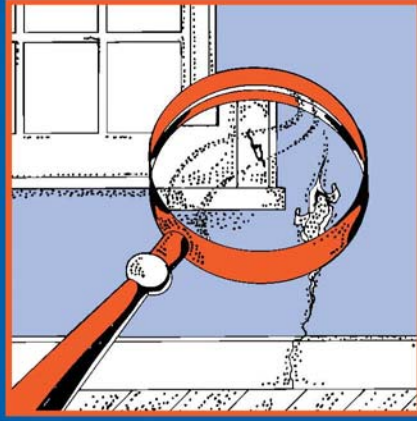
- (f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Carrie Reuser</u> Seller	<u>4/17/19</u> Date		
_____	Date	_____	Date
_____	Date	_____	Date
<u>[Signature]</u> Agent	<u>1/21/19</u> Date	_____	Date

LEAD PAINT DISCLOSURE BOOKLET



Protect Your Family From Lead In Your Home

 **EPA** United States Environmental Protection Agency

 United States Consumer Product Safety Commission

 United States Department of Housing and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

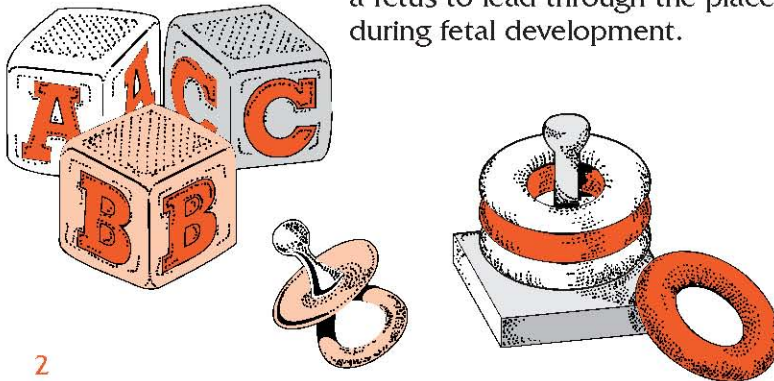
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



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Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

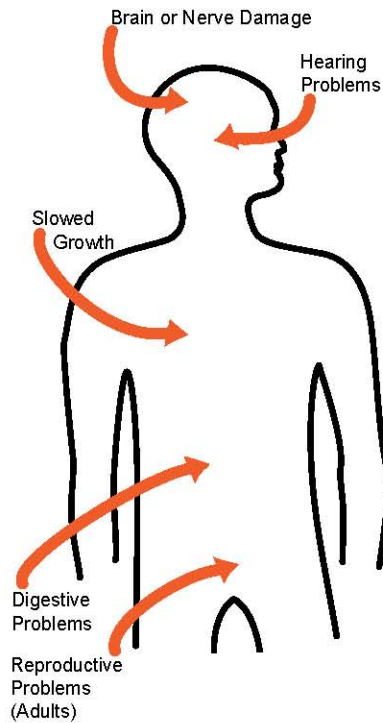
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

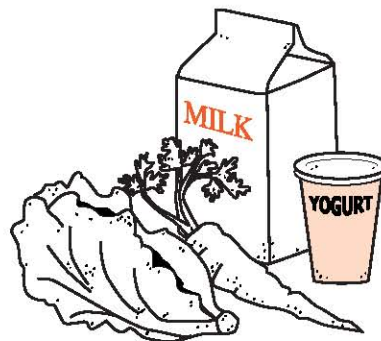
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

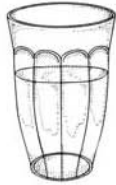


If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

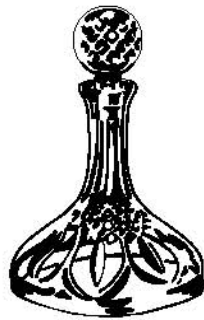


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Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

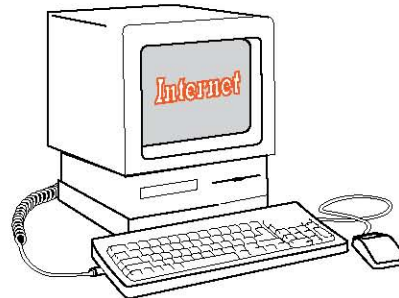


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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