

# County of Campbell, Virginia

Parcel ID: 60-7-1  
 Property Address: 7845 BEAR CREEK RD  
 GLADYS, 24554  
 Tax ID #: 0010035313

Owner: TRACY ARCHIE J & DARLENE J  
 Owner(Secondary): N/A  
 Mailing Address: 37314 EDGEWATER DR  
 PINEHURST, TX 77362

## Summary

### Property Descriptions

Legal Description:	PARENT FARM SUB SEC 2
Neighborhood No:	19014
Property Class:	51

### Land Information

Area:	87.0000
-------	---------

### Location Information

Plat:	N/A
Voting Precinct:	GLADYS
Polling Place:	Kedron-Baptist-Church
Election District:	BROOKNEAL
Fire District:	GLADYS-VFD
EMS District:	CITIZENS-VRS

### School Zones

Elementary School:	Brookneal
Middle School:	William-Campbell
High School:	William-Campbell

### Zoning

Zone:	Agricultural
-------	--------------

Properties may have multiple Location Information, School Zones or Zoning. Please refer to the Map for additional information

## Ownership History

Sale Date	Sale Amount	Document No	Deed Bk / Pg	Seller's Name
07/07/2022	\$866,250	220004440		HERBERT CHRISTY C (ET ALS)
02/26/2019	\$0	W190000130		WALLS GEORGE N
10/20/2008	\$0	080006985		WALLS GEORGE N & THOMAS C HAYDEN JR

## Assessment

Date	Land Value	Improvement Value	Total Value
01/01/2023	\$223,700	\$571,100	\$794,800
01/01/2019	\$178,500	\$470,300	\$648,800
01/01/2019	\$259,800	\$470,300	\$730,100
01/01/2015	\$227,400	\$424,200	\$651,600

## Property Tax

Year	Assessment	Change	Amount	Change
20221205	20221207	\$0	\$1,687	-\$1,687
20220812	20220812	\$0	\$1,687	-\$1,687
20211206	20211108	\$0	\$3,374	-\$3,374
20201207	20211108	\$0	\$3,374	-\$3,374
20191205	20191209	\$0	\$3,374	-\$3,374
20181205	20181206	\$0	\$2,428	-\$2,428

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof. as Campbell County expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

# County of Campbell, Virginia

<b>Parcel ID:</b>	60-A-19A	<b>Owner:</b>	TRACY ARCHIE J & DARLENE J
<b>Property Address:</b>		<b>Owner(Secondary):</b>	NA
<b>Tax ID #:</b>	0010035312	<b>Mailing Address:</b>	37314 EDGEWATER DR PINEHURST, TX 77362

**Summary**

Property Descriptions	
Legal Description:	MOLLYS CRK
Neighborhood No:	19014
Property Class:	5

Land Information	
Area:	25.0000

Location Information	
Plat:	NA
Voting Precinct:	GLADYS
Polling Place:	Kedron-Baptist-Church
Election District:	BROOKNEAL
Fire District:	GLADYS-VFD
EMS District:	CITIZENS-VRS

School Zones	
Elementary School:	Brookneal
Middle School:	William-Campbell
High School:	William-Campbell

Zoning	
Zone:	Agricultural

Properties may have multiple Location Information, School Zones or Zoning. Please refer to the Map for additional information

**Ownership History**

Sale Date	Sale Amount	Document No	Deed Bk / Pg	Seller's Name
07/07/2022	\$866,250	220004440		HERBERT CHRISTY C (ET ALS)
02/26/2019	\$0	W190000130		WALLS GEORGE N
10/20/2008	\$0	080006985		WALLS GEORGE N & THOMAS C HAYDEN JR

**Assessment**

Date	Land Value	Improvement Value	Total Value
01/01/2023	\$67,500	\$0	\$67,500
01/01/2019	\$52,500	\$0	\$52,500
01/01/2019	\$82,500	\$0	\$82,500
01/01/2015	\$70,600	\$0	\$70,600

**Property Tax**

20221205	20221207	\$0	\$137	-\$137
20220812	20220812	\$0	\$137	-\$137
20211206	20211108	\$0	\$273	-\$273
20201207	20211108	\$0	\$273	-\$273
20191205	20191209	\$0	\$273	-\$273
20181205	20181206	\$0	\$109	-\$109

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof. As Campbell County expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

*Ticket Detail*  
**2024 REAL ESTATE**

**Department:** RE2024  
**Ticket No:** 318340002  
**Frequency:** 2  
**Supplement No:** 0  
**Name:** TRACY ARCHIE J & DARLENE J  
**Account No:** 10035313  
**Name 2:** N/A  
**Map ID:** 60 7 1  
**Address:**  
37314 EDGEWATER DR  
PINEHURST TX 77362  
**Description:** PARENT FARM SUB  
SEC 2  
**District:** 00  
**Bill Date:** 04/01/2024  
**Due Date:** 12/05/2024

**Land Value:** \$223,700  
**Improvement Value:** \$571,100  
**Original Bill:** \$1,788.30  
**Acres:** 87.00  
**Last Transaction Date:** 04/01/2024  
**Payments:** \$0.00  
**Penalty Paid:** \$0.00  
**Interest Paid:** \$0.00  
**Amount Owed:** \$1,788.30  
**Total Owed:** \$1,788.30  
**Penalty:** \$0.00  
**Interest:** \$0.00

Note: If payment was received within the past 10 business days, then any returned items may not be posted at this time.

Show  entries

Date	Type	Transaction No.	Amount	Balance
04/01/2024	Charge		\$ 1788.30	\$ 1788.30

First Previous **1** Next Last

New Search

Previous

*Ticket Detail*  
**2024 REAL ESTATE**

**Department:** RE2024  
**Ticket No:** 318330002  
**Frequency:** 2  
**Supplement No:** 0  
**Name:** TRACY ARCHIE J & DARLENE J  
**Account No:** 10035312  
**Name 2:** N/A  
**Map ID:** 60 A 19A  
**Address:**  
37314 EDGEWATER DR  
PINEHURST TX 77362  
**Description:** MOLLYS CRK  
**District:** 00  
**Bill Date:** 04/01/2024  
**Due Date:** 12/05/2024

**Land Value:** \$67,500  
**Original Bill:** \$151.87  
**Acres:** 25.00  
**Last Transaction Date:** 04/01/2024  
**Payments:** \$0.00  
**Penalty Paid:** \$0.00  
**Interest Paid:** \$0.00  
**Amount Owed:** \$151.87  
**Total Owed:** \$151.87  
**Penalty:** \$0.00  
**Interest:** \$0.00

Note: If payment was received within the past 10 business days, then any returned items may not be posted at this time.

Show  entries

Date	Type	Transaction No.	Amount	Balance
04/01/2024	Charge	0	\$ 151.87	\$ 151.87

*Dickerson et al vs. Clark et al* 2397

**WILLIAM W. DICKERSON, JR.**

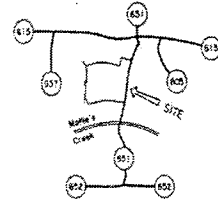
LAND SURVEYOR  
Appomattox, Virginia

- NOTES: 1. ALL EASEMENTS, ENCROACHMENTS, AND/OR IMPROVEMENTS MAY NOT BE SHOWN  
2. PART OF T.M.A. 60-A-16 & 60-A-18  
3. PARCEL HAS EXISTING DWELLING, WATER & SEPTIC SYSTEMS.

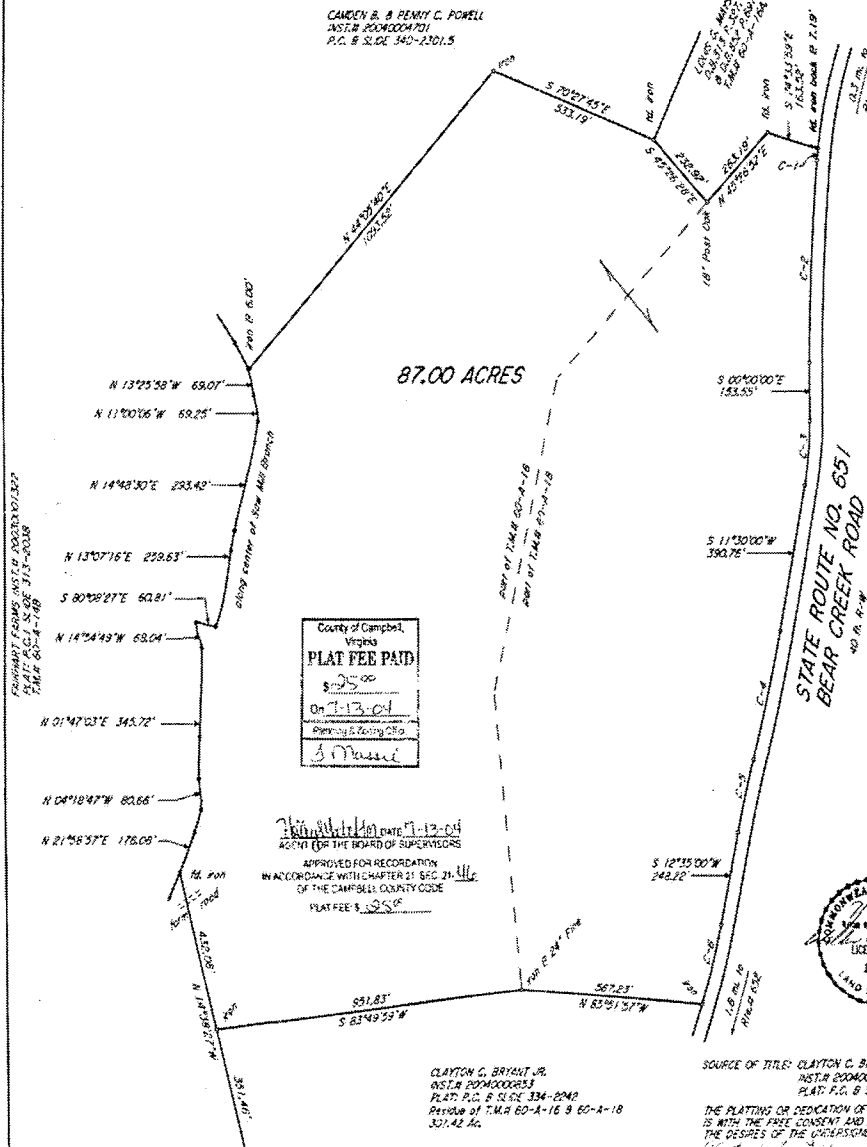
**CURVE TABLE**

CURVE	PADIAS	LENGTH	DELTA	CHORD	CH-BEARING
C-1	1247.77'	32.24'	1°28'00"	32.24'	S 06°02'36"W
C-2	5748.58'	532.17'	5°18'11"	531.98'	S 02°19'06"W
C-3	833.44'	168.49'	11°30'00"	168.20'	S 05°45'00"W
C-4	4372.15'	391.73'	4°42'48"	391.64'	S 13°51'21"W
C-5	3144.22'	198.16'	3°57'42"	198.15'	S 14°23'51"W
C-6	2900.20'	222.34'	6°21'43"	222.22'	S 15°45'53"W

**LOCATION MAP**



A.T.S.



CARNEY B. & PENNY C. POWELL  
INST. # 2004004701  
P.L. & S.L. 3162 340-2301.5

**87.00 ACRES**

County of Campbell,  
Virginia  
**PLAT FEE PAID**  
\$ 25.00  
On 7-13-04  
Shirley S. Kozing C/O  
J. M. Massey

APPROVED FOR RE-RECORDATION  
IN ACCORDANCE WITH CHAPTER 21, § 60-21-414  
OF THE CAMPBELL COUNTY CODE  
PLAT FEE \$ 25.00



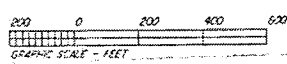
CLAYTON C. BRYANT, JR.  
INST. # 2004000853  
PLAT. P.G. & S.L. 334-2242  
Part of T.M.A. 60-A-16 & 60-A-18  
302.42 AC.

SOURCE OF TITLE: CLAYTON C. BRYANT, JR.  
INST. # 2004000853  
PLAT. P.G. & S.L. 334-2242  
THE PLATTING OR RE-DEDICATION OF THIS LAND  
IS WITH THE FREE CONSENT AND ACCORDANCE WITH  
THE DESIRES OF THE INTERESTED OWNERS.

**PARENT FARM SUBDIVISION  
SECTION II**

PATRICK HENRY DISTRICT CAMPBELL COUNTY  
VIRGINIA

JANUARY 20, 2004 &  
JULY 12, 2004



FB P214/02P

OWNER \_\_\_\_\_  
OWNER \_\_\_\_\_  
I, William W. Dickerson, Jr., A NOTARY PUBLIC IN  
AND FOR Virginia COUNTY, IN THE STATE OF  
Virginia, DO HEREBY CERTIFY THAT THE OWNERS  
WHOSE NAMES ARE SIGNED HEREOF, HAVE ACKNOWLEDGED THE  
SAME BEFORE ME THIS 13th DAY OF July, 20 04  
MY COMMISSION EXPIRES July 23, 2007

2398

Deborah Hughes, Clerk  
Campbell, VA

**WILLIAM W. DICKERSON, JR.**

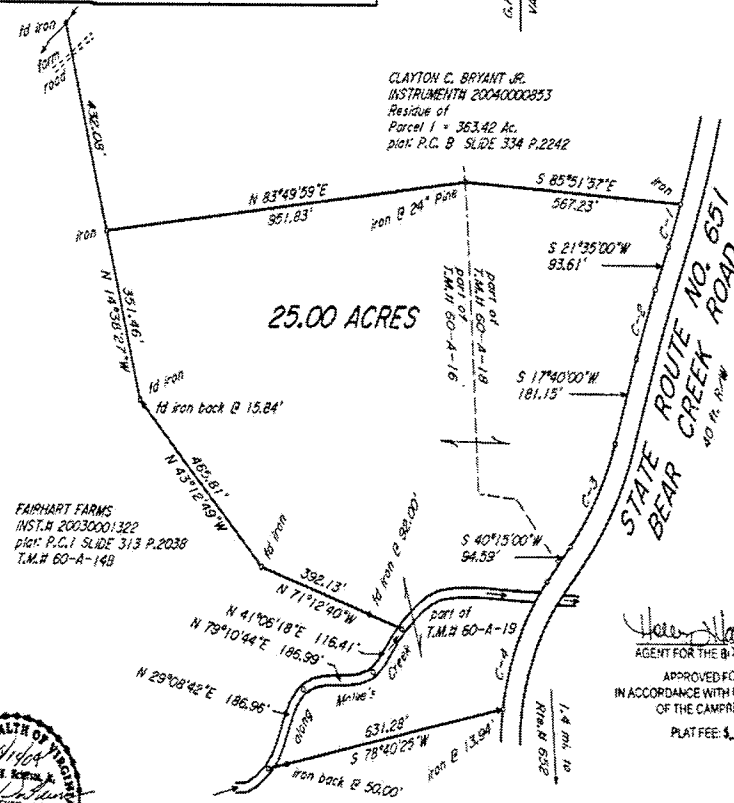
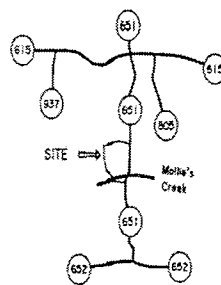
LAND SURVEYOR  
Appomattox, Virginia

- NOTES: 1. ALL EASEMENTS, ENCROACHMENTS, AND/OR IMPROVEMENTS MAY NOT BE SHOWN  
2. PART OF T.M.H 60-A-16, 18 & 19  
3. PARCEL TO HAVE ITS OWN WELL & SEPTIC SYSTEM

**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	CHORD	CH.BEARING
C-1	2002.20'	92.17'	2°38'15"	92.16'	S 20°15'53"W
C-2	2168.59'	143.24'	3°55'00"	143.21'	S 19°37'30"W
C-3	516.62'	243.04'	22°35'00"	241.47'	S 28°57'30"W
C-4	511.11'	288.73'	32°22'01"	284.91'	S 24°04'00"W

**LOCATION MAP**



CLAYTON C. BRYANT JR.  
INSTRUMENT# 20040000853  
Residue of  
Parcel 1 = 363.42 Ac.  
plat: P.C. B SLIDE 334 P.2242

FAIRHART FARMS  
INST.# 20030001322  
plat: P.C.1 SLIDE 313 P.2038  
T.M.H 60-A-14B

County of Campbell,  
Virginia  
**PLAT FEE PAID**  
\$ 25.00  
On 6/18/04  
Planning & Zoning Office  
Cindy Jones

Walter Harris DATE 6/18/04  
AGENT FOR THE BOARD OF SUPERVISORS  
APPROVED FOR RECORRATION  
IN ACCORDANCE WITH CHAPTER 21 SEC 21-22  
OF THE CAMPBELL COUNTY CODE  
PLAT FEE: \$ 25.00



CLAYTON C. BRYANT JR.  
INSTRUMENT# 20040000853  
Residue of  
Parcel 1 = 363.42 Ac.  
plat: P.C. B SLIDE 334 P.2242

SOURCE OF TITLE: CLAYTON C. BRYANT JR.  
INSTRUMENT# 20040000853

THE PLATTING OR DEDICATION OF THIS LAND IS WITH THE FREE CONSENT AND ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS.

*Clayton C. Bryant Jr.*  
OWNER

OWNER

I, Katherine Harris, A NOTARY PUBLIC IN AND FOR Appomattox COUNTY, IN THE STATE OF Virginia, DO HEREBY CERTIFY THAT THE OWNERS

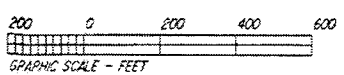
WHOSE NAMES ARE SIGNED HEREON, HAVE ACKNOWLEDGED THE SAME BEFORE ME THIS 10th DAY OF June, 2004  
MY COMMISSION EXPIRES: June 30, 2005

*Katherine Harris* NOTARY PUBLIC

SCALE: 1/4" = 200 FT  
**25.00 ACRES**

DIVIDED FOR: CLAYTON C. BRYANT JR.  
PATRICK HENRY DISTRICT CAMPBELL COUNTY  
VIRGINIA

SURVEYED: JANUARY 20, 2004  
DIVIDED: JUNE 8, 2004



FB P214X02N

Document prepared by and return to:  
F.E. "Tripp" Isenhour, III  
Caskie & Frost  
2306 Atherholt Road  
Lynchburg, Virginia 24501  
Tax Map ID: 60-7-1 & 60-A-19A

220004440

Return to and send tax bills to:  
Archie J. & Darlene J. Tracy  
37314 Edgewater Dr.  
Pinehurst, TX 77362

Consideration: \$866,250.00  
Tax Assessment: \$701,300.00

THIS DEED OF BARGAIN AND SALE, made this 28th day of June, 2022, by and between **F.E. "TRIPP" ISENHOUR, III, Executor of the Estate of GEORGE NAYLOR WALLS, Deceased**, Grantor, party of the first part; **ROBERT J. WALLS** and **CHRISTINE S. WALLS**, Grantors, parties of the second part, and **ARCHIE J. TRACY & DARLENE J. TRACY**, Husband and Wife, Grantees, parties of the third part.

**WHEREAS**, George Naylor Walls died, a resident of Campbell County, Virginia, on December 19, 2017; and

**WHEREAS**, George Naylor Walls left a Last Will and Testament dated December 1, 2017, which said Will was admitted to probate in the Circuit Court of Campbell County, Virginia on February 26, 2019 and Clerk's Office of the Circuit Court of Campbell County, Virginia in Will File 190000130.

**WHEREAS**, Article Four of the Will of George Naylor Walls devises all residuary Real Property in equal shares to Robert J. Walls and Christine S. Walls, provided said devisees survived George Naylor Walls. Pursuant to that certain List of Heirs recorded in the Clerk's Office of the Circuit Court of Campbell County, Virginia in Will File 190000131, both Robert J. Walls and Christine S. Walls survived George Naylor Walls, making them the sole devisees of the residual real property of George Naylor Walls pursuant to the terms of Article Four of the abovementioned Will.

**WHEREAS**, the undersigned F.E. "Tripp" Isenhour, III was appointed Executor of the estate of George Naylor Walls, by Order dated October 26, 2020; and

**WHEREAS**, said Executor posted the required bond, and has taken all necessary action to qualify before the Clerk of the Circuit Court for the role stated, and is now fully qualified and serving as the Executor of the Estate of George Naylor Walls, with all the rights and responsibilities incumbent thereupon; and

**WHEREAS**, following qualification the undersigned Executor instituted a certain action in the Circuit Court of Campbell County, Virginia, styled as F.E. Isenhour, III Executor v. Robert J. Walls, et al., Campbell County Circuit Court Case No. CL21000560-00; the object of that action being to obtain the aid and guidance of the Court in administering the estate of George Naylor Walls; and

**WHEREAS**, the heirs of the Estate of George Naylor Walls executed a certain "Agreement for Distribution Between Heirs and Executor", which said agreement was ratified by the Court by Order dated May 20, 2022, which said Motion with copy of the Agreement is attached hereto as Exhibit "A"; and which said Order is attached hereto as Exhibit "B"; and

**WHEREAS**, pursuant to the Agreement confirmed by Order of the Campbell Circuit Court, the Executor was granted authority to auction the herein conveyed property, a copy of which Agreement is attached hereto as Exhibit "C" and a copy of the auction purchase contract is attached hereto as Exhibit "D"; and

**WHEREAS**, Christine S. Walls and Robert J. Walls join this Deed to waive any interest in and to said property pursuant to the terms of the Agreement ratified and accepted by the Court in its May 20, 2022 Order.

**WITNESSETH :**

**THEREFORE**, in order that the Agreement and the terms of the Order of the Circuit Court dated May 20, 2022 be given their full effect, and in satisfaction of that certain May 28, 2022 auction purchase contract, F.E. "Tripp" Isenhour, III, Executor of the Estate of George Naylor Walls, party of the first part, and Robert J. Walls and Christine S. Walls, parties of the second part, hereby execute this Deed in favor of the parties of the third part, confirming that George Naylor Walls died seized and possessed of, *inter alia*, the below-described parcel located in Campbell County, Virginia, which the parties of the first and second part do by this Deed bargain, sell, and convey the following two parcels with general warranty of title unto Archie J. Tracy & Darlene J. Tracy, husband and wife, as tenants by the entireties at common law, to wit:

**PARCEL ONE (60-7-1):**

All that certain tract or parcel of real estate with all improvements thereon and privileges and appurtenances thereunto appertaining, lying and being in the Patrick Henry District of Campbell County, Virginia, fronting on State Route No. 651. also known as Bear Creek Road, containing 87.00 acres, and



being shown on a plat of survey made by William W. Dickerson, Jr., L.S. dated January 20, 2004, and July 12, 2004, which plat is recorded in the aforesaid Clerk's Office in Plat Cabinet B, Slide 349, Page 2397. Reference is here made to said plat for a more accurate and complete description of the real estate hereby conveyed.

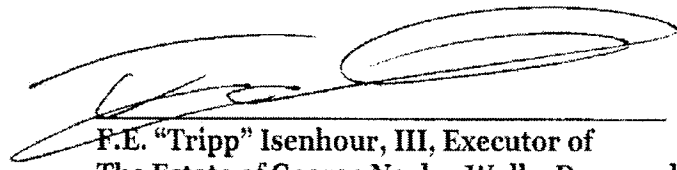
**PARCEL TWO (60-A-19A):**

All of that certain tract or parcel of real estate with all improvements thereon and privileges and appurtenances thereunto appertaining, lying and being in the Patrick Henry District of Campbell County, Virginia, fronting on State Route No. 651, also known as Bear Creek Road, Mollie's Creek running through said parcel, containing 25.00 acres. and being shown on a plat of survey made by William W. Dickerson, Jr., L.S., dated January 20, 2004, and divided June 8, 2004. which plat is recorded in the aforesaid Clerk's Office in Plat Cabinet B, Slide 349, page 2398. Reference is here made to said plat for a more accurate and complete description of the real estate hereby conveyed.

These two parcels of property being a portion of the property conveyed to George N. Walls and Christa S. Walls as tenants in common by deed from Clayton C. Bryant, Jr., dated September 21, 2004, and recorded in the aforesaid Clerk's Office as Instrument No. 040008954. Pursuant to that certain Deed of Confirmation by Thomas C. Hayden, Jr. and George N. Walls, Co-Executors of the Estate of Crista Walls dated August 27, 2008 and recorded in the aforesaid Clerk's Office as Instrument No. 080006985, title was confirmed to be vested in George N. Walls.

This conveyance is made and accepted subject to all easements, restrictions, and conditions, if any, of record in the aforesaid land records affecting the title to the above-described real estate.

WITNESS the following signatures:



F.E. "Tripp" Isenhour, III, Executor of  
The Estate of George Naylor Walls, Deceased

STATE OF VIRGINIA,  
CITY OF LYNCHBURG, to-wit:

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June,  
2022, by F.E. "Tripp" Isenhour, III, Executor of the Estate of George Naylor Walls,  
Deceased.

  
\_\_\_\_\_  
Notary Public

My commission expires: 11/30/2022  
Notary Registration No.: 204372

SANDRA J. HANN NOTARY PUBLIC Commonwealth of Virginia Reg. #204372 My Commission Expires <u>11/30/2022</u>
--

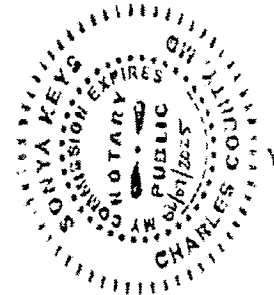
Christine S. Walls  
Christine S. Walls

STATE OF Maryland,  
CITY/COUNTY OF Waldorf/Charles, to-wit:

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2022, by Christine S. Walls, heir of George Naylor Walls, Deceased.

Sonyia Keys  
Notary Public

My commission expires: 06/07/2025  
Notary Registration No.: N/A



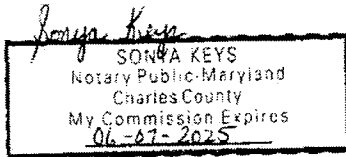
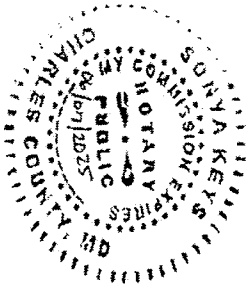
*Robert J. Walls*  
Robert J. Walls

STATE OF Maryland,  
CITY/COUNTY OF Waldorf / Charles, to-wit:

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2022, by Robert J. Walls, heir of George Naylor Walls, Deceased.

*Sonya Keys*  
Notary Public

My commission expires: June 7, 2025  
Notary Registration No.: N/A



VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF CAMPBELL

F.E. ISENHOUR, III, AS EXECUTOR OF  
THE ESTATE OF GEORGE N. WALLS,

Complainant,

v.

Case No. CL21000560-00

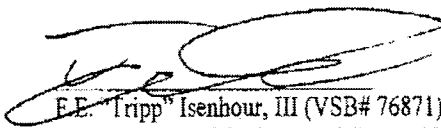
ROBERT J. WALLS,  
CHRISTINE S. WALLS &  
SAVANNAH J. HERBERT,

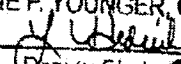
Respondents.

MOTION FOR SHOW CAUSE ORDER UNDER VIRGINIA CODE § 64.2-556

NOW COMES F.E. "Tripp" Isenhour, III, Executor of the estate of George N. Walls, a member of the Virginia State Bar, in proper person, and states that a report of accounts of the Executor of said estate and a report of the debts and demands against said estate have been filed in the Campbell County Circuit Court Clerk's Office pursuant to Virginia Code sections 64.2-550 and 64.2-551, which report is attached hereto as Exhibit "A", and that more than six months have elapsed since the qualification of the Executor of said estate. The Executor states further that the heirs of the Estate have executed a distribution agreement, attached hereto as Exhibit "B", indicating the direction and acceptance of the heirs of the plan of distribution stated therein.

Wherefore, F.E. "Tripp" Isenhour, III, Executor of the estate of George N. Walls hereby moves the Court to enter an Order for the creditors and all other persons interested in the estate of George N. Walls to show cause on some day to be named in said order against payment and delivery of the estate of George N. Walls to his heirs at law according to the terms of attached agreement after publication of said order once a week for two successive weeks in a newspaper or newspapers as the Court directs.

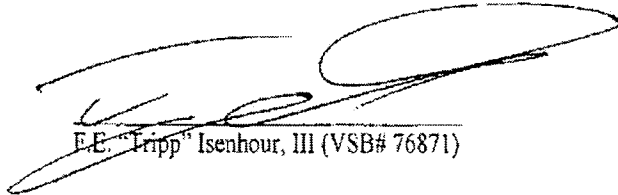
  
F.E. "Tripp" Isenhour, III (VSB# 76871)  
Administrator of the Estate of George N. Walls  
P.O. Box 6320  
Lynchburg, Virginia 24505  
(434) 846-2731  
(434) 846-0496

VIRGINIA  
CIRCUIT COURT  
CAMPBELL COUNTY  
Received and Filed this the  
10th day of April, 2022  
VALERIE P. YOUNGER, CLERK  
Teste:   
Deputy Clerk



Certificate

The undersigned certifies that the foregoing is true and correct to the best of his knowledge, information, and belief, and further certifies that a true and correct copy of the foregoing was sent this 12th day of April, 2022 by First Class U.S. Mail to Robert J. Walls, 5900 McEndree Rd., Brandywine, MD 20613; Christine S. Walls, 11725 Verron Rd., Waldorf, MD 20601; and to Savannah J. Herbert at 7845 Bear Creek Road, Gladys, Virginia 24554.



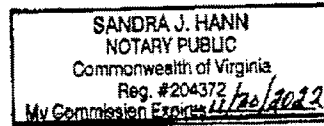
E.E. "Tripp" Isenhour, III (VSB# 76871)

Given under my hand on April 12, 2022



Sandra J. Hann  
Notary Public

My commission expires: November 30, 2022.  
Registration Number: 204372.



VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF CAMPBELL

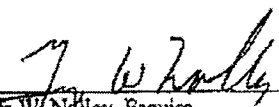
IN RE: ESTATE OF GEORGE N. WALLS

REPORT OF PROOF OF DEBTS AND DEMANDS

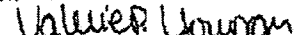
Your Commissioner respectfully reports to the Court as follows:

1. At the request of F.E. "Tripp" Isenhour, Executor for the Estate of George N. Walls, a hearing for debts and demands, pursuant to Virginia Code §64.2-550 was scheduled for August 19, 2021 at 10:00 a.m., at 37 Courthouse Lane, Rustburg, Virginia 24588.
2. A notice of said hearing was published at least once, at least ten days before the date fixed for said hearing, in the News and Advance, a newspaper of general circulation in the County of Campbell, being the jurisdiction wherein the said fiduciary qualified.
3. Your Commissioner also posted a copy of said notice at the front door of the County of Campbell Courthouse at least ten days before the date fixed for the hearing.
4. The affidavit of publication and posting of said notice are attached hereto and made a part of this report.
5. The fiduciary provided certification to your Commissioner of compliance with the notice provisions of Virginia Code §64.2-550.
6. The hearing for receiving proof of debts and demands was held as scheduled, and no claimants appeared.
7. This report is submitted within sixty (60) days of the date of the said hearing, as required by Virginia Code §64.2-550.

Given under my hand this 3<sup>rd</sup> day of September, 2021.

  
George W. Nolley, Esquire  
Commissioner of Accounts for the Circuit  
Court of the County of Campbell, Virginia

I hereby certify that the foregoing account has been filed in the Clerk's Office of the Circuit Court of Campbell County for more than fifteen days; that no exceptions thereto have been filed, and the same is recorded as provided by Chapter 81, Acts of Assembly, 1944, this 30 day of September 20 21  
Testee:

  
Valerie L. Young Clerk

by 



ESTATE OF GEORGE N. WALLS, DECEASED

210000745

Court File No.: 190000749

EXPENSES PAID FROM JANUARY 6, 2021 TO CURRENT:

ALLEN MORRIS PLUMBING: repair to 7845 Bear Creek Road  
\$100.00

GEORGE W. NOLLEY, COMMISSIONER: Inventory Fee  
\$275.00

CAMPBELL CO. CIRCUIT COURT CLERK: Inventory Filing Fee  
\$18.00

CAMPBELL CO. CIRCUIT COURT CLERK: Probate Tax  
\$412.73



# The News & Advance

Advertising Affidavit

101 Wyndale Drive  
Lynchburg, Virginia 24501  
(434) 385-6400

Account Number

3448348

Date

August 19, 2021

GEORGE W. NOLLEY  
P.O. BOX 637  
RUSTBURG, VA 24068

Date	Category	Description	Ad Size	Total Cost
08/18/2021	Legal Notices	IN THE OFFICE OF THE COMMISSIONER OF ACCOUNTS	2 x 20 L	173.00

**IN THE OFFICE OF THE COMMISSIONER OF ACCOUNTS  
COUNTY COURT OF THE COUNTY OF HANOVER, VIRGINIA**

**IN RE: ESTATE OF GEORGE W. NOLLEY**

**NOTICE**

As estate executor of Section 661-1450 of the Code of Virginia, 1951, as amended, I hereby give notice to all interested parties of accountants, of the report of U.S. Trust National Bank, Inc., Executor of the Estate of George W. Nolley, deceased, August 18, 2021, at 10:00 A.M., in the 1st District Courtroom, Courtroom, Building in the place for recording of deeds and other records against the records of the County of Hanover, Virginia.

Witness my hand and the seal of my office, this 18th day of August, 2021.

George W. Nolley, Executor  
Commissioner of Accounts for the Circuit Court of the County of Hanover, Virginia

**Publisher of the  
News & Advance**

This is to certify that the attached IN THE OFFICE OF THE COMMISSIONER OF ACCOUNTS was published by the News & Advance in the city of Lynchburg, in the State of Virginia, on the following dates:

08/09/2021

The first insertion being given ... 08/09/2021

Newspaper reference: 0001248207

*Brenda Brown*  
Billing Representative

Sworn to and subscribed before me this August 19, 2021

*Kimberly Kay Harris*  
Notary Public

State of Virginia  
County of Hanover  
My Commission Expires \_\_\_\_\_

Kimberly Kay Harris  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. No. 356753  
Commission Exp. Jan. 31, 2025

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

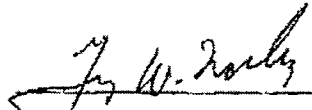
IN THE OFFICE OF THE COMMISSIONER OF ACCOUNT  
CIRCUIT COURT OF THE COUNTY OF CAMPBELL, VIRGINIA

IN RE: ESTATE OF GEORGE N. WALLS

NOTICE

Pursuant to provisions of Section §64.2-550 of the Code of Virginia, 1950, notice is hereby given that the undersigned Commissioner of Accounts has, at the request of F.E. "Tripp" Isenhour, III, Executor of the Estate of George N. Walls, appointed August 19, 2021 at 10:00 a.m., at his Office at 37 Courthouse Lane, Rustburg, Virginia, as the place for receiving proof of debts and demands against the aforesaid decedent and/or his Estate.

Given under my hand this 6<sup>th</sup> day of August, 2021.

  
George W. Nolley, Esquire  
Commissioner of Accounts for the Circuit  
Court of the County of Campbell, Virginia

CERTIFICATE NO. ONE

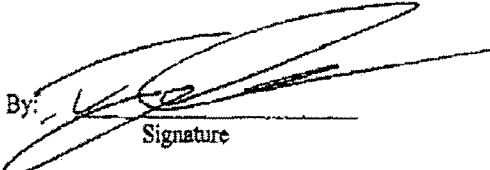
Commissioner of Account  
37 Courthouse Lane  
Post Office Box 637  
Rustburg, Virginia 24588

Re: Estate of George N. Walls, Deceased

This will certify that the undersigned fiduciary has, as of this date, no knowledge of any disputed claims against the decedent or the Estate.

Estate of George N. Walls

8/19/21  
Date

By:   
Signature

Admin. J. J. CTA  
Title

## AGREEMENT FOR DISTRIBUTION BETWEEN HEIRS AND EXECUTOR

This AGREEMENT FOR DISTRIBUTION (hereinafter "Agreement") is made by and between Robert J. Walls (hereinafter "Robert"); Christine S. Walls (hereinafter "Christine"); Savannah J. Herbert (hereinafter "Savannah"); Christy C. Herbert, former Executor of the Estate of George N. Walls (hereinafter "Christy"); and F.E. "Tripp" Isenhour, III, current Executor of the Estate of George N. Walls (hereinafter "Executor").

### RECITALS

A. Robert, Christine, and Savannah are the heirs of George N. Walls under that certain Will dated December 1, 2017 and admitted to probate in the Circuit Court of Campbell County, Virginia on February 26, 2019; and

B. The Executor has filed a Petition for Aid Guidance and Direction concerning the Will to seek to clarify questions of interpretation of the Will as it regards farm property in which Savannah claims an interest; and

C. Christy, during her term as Executor, collected certain rents from the tenants of estate property, but has not, to date, paid those rents into the account of the Estate of George Naylor Walls; and

D. The parties desire to resolve all outstanding issues of interpretation and collection of estate proceeds by this Agreement, and with this Agreement, to provide direction to the Executor on the distribution of the assets of the estate.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual agreements promises, covenants, and general release set forth below, and for and in consideration of the payment terms set forth below, Robert J. Walls, Christine S. Walls, Savannah J. Herbert, Christy C. Herbert, F.E. "Tripp" Isenhour, III, Executor of the Estate of George N. Walls agree as follows:

1. Interpretation. The parties agree that Article Three of the Will shall be interpreted by the Executor such that all farm equipment, fencing, animals, dogs owned by the Estate shall become the sole and exclusive property of Savannah J. Herbert. The parties agree that the Executor shall draft a consent Final Order finding in favor of Savannah J. Herbert in that certain case pending in the Campbell Circuit Court as Case No. CL21000560-00, and tender the same to the Court for entry. Upon entry of the Order, the Executor shall immediately make distribution of the farm equipment, fencing, animals, dogs to Savannah J. Herbert, free of trust. The assets distributed to Savannah shall include:

- a. All cattle, dogs, horses, or other livestock owned by George N. Walls at the time of his death, and any offspring or increase of the same
- b. The 2004 Mate Trailer
- c. The 2005 Carr Trailer



- d. The Blue Goose Neck Livestock Trailer
- e. The Red Cattle Trailer
- f. All farm equipment in the barns of either 7845 Bear Creek Road or 7880 Bear Creek Rd.

The Executor shall further cause a Deed of Confirmation to be made, executed, and recorded, confirming the vesting of title of the property known as 7880 Bear Creek Road in the sole name of Savannah J. Herbert.

2. Payment. On or before February 1, 2022, Christy Herbert shall make and endorse a promissory note to reimburse the estate in the amount of \$77,149.08 for the rents collected during her term which have not been previously paid from her personal account into the estate account.

3. Sale of Assets of the Estate. Immediately upon the full execution of this agreement, the Executor shall cause a sale of the following items of real and personal property:

- a. 7845 Bear Creek Road, Gladys, Virginia
- b. 60-A-19A (25 Acres)
- c. 812 8th Street, Altavista, Virginia
- d. 2004 Ford Truck
- e. 2003 Lincoln Car
- f. 1999 Ford Van

4. Distribution of Assets of the Estate in Kind to Robert. Upon the sale of the property listed in paragraph 3 herein, and contemporaneously with the distributions made in paragraph 5 herein, the Executor shall cause to be distributed to Robert the following items of property:

- a. The Estate's ½ interest in 4575 Padgett Rd., Charles, Maryland
- b. The Wesbanco Stock
- c. 2555 Pigeon Run Road, Gladys, Virginia
- d. 6231 Marysville Road, Gladys, Virginia
- e. 7736 Bear Creek Road, Gladys, Virginia
- f. The Estate's right in the Lease to Own contract pending on 372 Pigeon Run
- g. The Note signed by Tim and Destini Hardy
- h. The Note signed by Gayle Elliot
- i. The Commercial Bakery Items located at 7845 Bear Creek Road
- j. Four burial plots in Trinity Memorial Gardens

The Parties agree that the net value of the assets distributed in this paragraph is \$828,235.14.

5. Distribution of the Assets of the Estate to Christine. Upon the sale of the property listed in paragraph 3 herein, and contemporaneously with the distributions made in paragraph 4 herein, the Executor shall distribute to Christine, in cash, the sum of \$627,086.06, and shall

distribute in kind the 3.91 acres known as Campbell County Tax Parcel 60D-1-5, which the parties agree to be valued at \$30,000.00, distribute in kind the parcel known as 7742 Bear Creek Road, Gladys, Virginia, which the parties agree to be valued at \$92,500.00, one burial plot in Trinity Memorial Gardens, and shall assign to Christine the estate's entire interest in the promissory note described in paragraph 2, supra, for its face value of \$77,149.08.

The Parties agree that the net value of the assets distributed in this paragraph is \$828,235.14.

6. Adjustment in Value. It is the intention of the parties that both Robert J. Walls and Christine S. Walls receive distribution of exactly one-half of all assets not distributed under Article Three of the Will, according to the interpretation it has been given in paragraph 1, supra. If the properties to be sold pursuant to paragraph 3, supra, do not net sufficient assets to pay the costs of administration and provide for a cash distribution to Christine Walls sufficient to make her distribution equal to that of Robert J. Walls, the Executor shall be granted the discretion to defer all or some portion of the distribution in kind to Robert J. Walls to allow for the additional collection of the rents from the rental real property or payments on the notes. Robert J. Walls shall be given the discretion to allow the Executor to sell some portion of the assets to be distributed in kind immediately and demand distribution in full immediately following the sale of assets sufficient to equalize the distributions.

7. Personal Property within Home of Decedent. Within thirty (30) days of the full execution of this Agreement, the Robert and Christine shall agree between themselves on the disposition of all tangible personal property of the estate not specifically listed in this document. Any property for which the disposition of which not agreed upon shall be disposed of by the Executor in his discretion. Each beneficiary shall have the right to set an appointment within that 30 day period to meet at the home with the executor to review the property and designate the property they desire to receive.

8. Ancillary Probate. The Executor shall contract with a Maryland law firm to establish an ancillary probate to administer the Maryland real and personal property of the Decedent. The real property known as 4575 Padgett Rd., Charles, Maryland shall be distributed to Robert as stated in paragraph 4 herein, and any personal property recovered by the ancillary probate attorney shall be returned to the Executor to be distributed as stated below. The parties agree that as part of the ancillary probate, the cemetery lots owned by the estate shall be distributed as described in paragraphs 4 and 5, supra.

9. Final Distribution. Upon the satisfaction of the distributions described in paragraphs 1, 4, and 5 herein, the executor shall pay to his law firm the compensation allowed for fiduciaries under Virginia law, and then shall divide any remaining assets of the Estate equally between Robert J. Walls and Christine S. Walls.

10. Further Assurances: The parties hereto shall and will at any time or times, make, execute and deliver any and all such further assurances, papers, documents or instruments in writing as the other party shall reasonably require for the purposes of giving full force and effect to this Agreement and to the covenants, conditions, provisions, and agreements herein contained.

11. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, purchasers and assigns of the Parties.

12. Interpretation and Construction. Should any provision of this Agreement require interpretation or construction, this Agreement shall be interpreted and construed according to the laws of the Commonwealth of Virginia.

13. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Robert J. Walls has caused this Agreement to be duly executed as of the day and year signed below.

January 24, 2022  
Date  
Robert J. Walls  
Robert J. Walls

STATE OF Maryland  
CITY/COUNTY Charles, to-wit:

Subscribed and sworn to before me this 24 day of January, 2022.

Natalie R. Simpson [SEAL]

My commission expires: 07/19/2023  
Notary Registration No.: N/A

NATALIE R. SIMPSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires 07/19/2023

IN WITNESS WHEREOF, Christine S. Walls has caused this Agreement to be duly executed as of the day and year signed below.

January 25, 2022  
Date

Christine S. Walls  
Christine S. Walls

STATE OF Maryland  
CITY/COUNTY Queen to-wit:

Subscribed and sworn to before me this 25<sup>th</sup> day of January, 2022.

Natalie R. Simpson [SEAL]

My commission expires: 07/19/2023

Notary Registration No.: N/A

NATALIE R. SIMPSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires 07/19/2023



IN WITNESS WHEREOF, Savannah J. Herbert has caused this Agreement to be duly executed as of the day and year signed below.

2-4-22

Date

Savannah J. Herbert  
Savannah J. Herbert

STATE OF Virginia  
CITY/COUNTY Lynchburg, to-wit:

Subscribed and sworn to before me this 4th day of February, 2022.

Sandra J. Hann [SEAL]

My commission expires: 11/30/2022  
Notary Registration No.: 204372

SANDRA J. HANN  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #204372  
My Commission Expires 11/30/2022

IN WITNESS WHEREOF, Christy C. Herbert has caused this Agreement to be duly executed as of the day and year signed below.

2-4-22

Date

Christy C. Herbert  
Christy C. Herbert

STATE OF Virginia  
CITY/COUNTY Lynchburg, to-wit:

Subscribed and sworn to before me this 4th day of February, 2022.

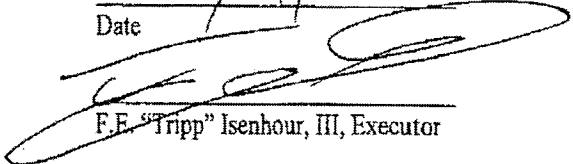
Sandra J. Hann [SEAL]

My commission expires: 11/30/2022  
Notary Registration No.: 204372

SANDRA J. HANN  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #204372  
My Commission Expires 11/30/2022

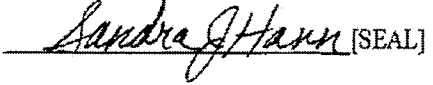
IN WITNESS WHEREOF, F.E. "Tripp" Isenhour, III, Executor of the Estate of George N. Walls has caused this Agreement to be duly executed as of the day and year signed below.

February 4, 2022  
Date

  
F.E. "Tripp" Isenhour, III, Executor

STATE OF Virginia  
CITY/COUNTY Lynchburg to-wit:

Subscribed and sworn to before me this 4th day of February, 2022.

 [SEAL]

My commission expires: 11/30/2022  
Notary Registration No.: 204372

SANDRA J. HANN  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #204372  
My Commission Expires 11/30/2022

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF CAMPBELL

F.E. ISENHOUR, III, AS EXECUTOR OF  
THE ESTATE OF GEORGE N. WALLS,

Complainant,

v.

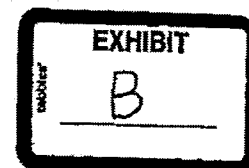
Case No. CL21000560-00

ROBERT J. WALLS,  
CHRISTINE S. WALLS &  
SAVANNAH J. HERBERT,

Respondents.

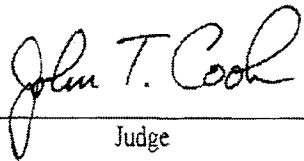
ORDER OF DISTRIBUTION

It appearing to the court that the former order of this Court entered on motion of F.E. "Tripp" Isenhour, III, Executor of the estate of George N. Walls, deceased, pursuant to Section 64.2-556 of the Code of Virginia, has been duly published in "The News & Advance", a newspaper having general circulation in the County of Campbell, Virginia, once a week for two consecutive weeks, and no creditors of said decedent or her estate nor other persons interested in the Estate of George N. Walls, deceased, appeared on the day named therein or thereafter to show cause to the contrary, and it appearing to the Court that it is proper so to do, it is therefore ORDERED and ADJUDGED that F.E. "Tripp" Isenhour, III, Executor of the estate of George N. Walls, do pay all taxes upon all funds and other property in his hands or under his control as such personal representative, the cost of administration, and any unpaid debts of the estate approved and allowed before the Commissioner of Accounts of this Court, and other enforceable debts known to said Executor; and after paying said taxes, costs and debts, do distribute the balance in his hands to the heirs of the said George N. Walls, deceased, in accordance with law, and pursuant to the agreement of the heirs attached to the Executor's Motion for Show Cause, and said Executor is furthermore authorized and directed to transfer, pay over, and deliver to the said heirs, their respective shares of money and other estate of said decedent without requiring a refunding bond from said heirs.



The object of the Executor's suit having been accomplished, and with there being nothing further to accomplish in this matter, this matter is hereby stricken from the docket of this Court, and the Clerk is directed to file it among the ended causes.

Entered this 20th day of May, 2022.

  
\_\_\_\_\_  
Judge

I ask for this:

cc: Isenhour



F.E. "Tripp" Isenhour, III (VSB# 76871)  
*Administrator of the Estate of George N. Walls*  
Caskie & Frost  
P.O. Box 6320  
Lynchburg, Virginia 24505  
(434) 846-2731  
(434) 846-0496  
tisenhour@caskiefrost.com

**AGREEMENT FOR DISTRIBUTION BETWEEN HEIRS AND EXECUTOR**

This AGREEMENT FOR DISTRIBUTION (hereinafter "Agreement") is made by and between Robert J. Walls (hereinafter "Robert"); Christine S. Walls (hereinafter "Christine"); Savannah J. Herbert (hereinafter "Savannah"); Christy C. Herbert, former Executor of the Estate of George N. Walls (hereinafter "Christy"); and F.E. "Tripp" Isenhour, III, current Executor of the Estate of George N. Walls (hereinafter "Executor").

**RECITALS**

- A. Robert, Christine, and Savannah are the heirs of George N. Walls under that certain Will dated December 1, 2017 and admitted to probate in the Circuit Court of Campbell County, Virginia on February 26, 2019; and
- B. The Executor has filed a Petition for Aid Guidance and Direction concerning the Will to seek to clarify questions of interpretation of the Will as it regards farm property in which Savannah claims an interest; and
- C. Christy, during her term as Executor, collected certain rents from the tenants of estate property, but has not, to date, paid those rents into the account of the Estate of George Naylor Walls; and
- D. The parties desire to resolve all outstanding issues of interpretation and collection of estate proceeds by this Agreement, and with this Agreement, to provide direction to the Executor on the distribution of the assets of the estate.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual agreements promises, covenants, and general release set forth below, and for and in consideration of the payment terms set forth below, Robert J. Walls, Christine S. Walls, Savannah J. Herbert, Christy C. Herbert, F.E. "Tripp" Isenhour, III, Executor of the Estate of George N. Walls agree as follows:

1. Interpretation. The parties agree that Article Three of the Will shall be interpreted by the Executor such that all farm equipment, fencing, animals, dogs owned by the Estate shall become the sole and exclusive property of Savannah J. Herbert. The parties agree that the Executor shall draft a consent Final Order finding in favor of Savannah J. Herbert in that certain case pending in the Campbell Circuit Court as Case No. CL21000560-00, and tender the same to the Court for entry. Upon entry of the Order, the Executor shall immediately make distribution of the farm equipment, fencing, animals, dogs to Savannah J. Herbert, free of trust. The assets distributed to Savannah shall include:

- a. All cattle, dogs, horses, or other livestock owned by George N. Walls at the time of his death, and any offspring or increase of the same
- b. The 2004 Mate Trailer
- c. The 2005 Carr Trailer



- d. The Blue Goose Neck Livestock Trailer
- e. The Red Cattle Trailer
- f. All farm equipment in the barns of either 7845 Bear Creek Road or 7880 Bear Creek Rd.

The Executor shall further cause a Deed of Confirmation to be made, executed, and recorded, confirming the vesting of title of the property known as 7880 Bear Creek Road in the sole name of Savannah J. Herbert.

2. Payment. On or before February 1, 2022, Christy Herbert shall make and endorse a promissory note to reimburse the estate in the amount of \$77,149.08 for the rents collected during her term which have not been previously paid from her personal account into the estate account.

3. Sale of Assets of the Estate. Immediately upon the full execution of this agreement, the Executor shall cause a sale of the following items of real and personal property:

- a. 7845 Bear Creek Road, Gladys, Virginia
- b. 60-A-19A (25 Acres)
- c. 812 8th Street, Altavista, Virginia
- d. 2004 Ford Truck
- e. 2003 Lincoln Car
- f. 1999 Ford Van

4. Distribution of Assets of the Estate in Kind to Robert. Upon the sale of the property listed in paragraph 3 herein, and contemporaneously with the distributions made in paragraph 5 herein, the Executor shall cause to be distributed to Robert the following items of property:

- a. The Estate's 1/2 interest in 4575 Padgett Rd., Charles, Maryland
- b. The Wesbanco Stock
- c. 2555 Pigeon Run Road, Gladys, Virginia
- d. 6231 Marysville Road, Gladys, Virginia
- e. 7736 Bear Creek Road, Gladys, Virginia
- f. The Estate's right in the Lease to Own contract pending on 372 Pigeon Run
- g. The Note signed by Tim and Destini Hardy
- h. The Note signed by Gayle Elliot
- i. The Commercial Bakery Items located at 7845 Bear Creek Road
- j. Four burial plots in Trinity Memorial Gardens

The Parties agree that the net value of the assets distributed in this paragraph is \$828,235.14.

5. Distribution of the Assets of the Estate to Christine. Upon the sale of the property listed in paragraph 3 herein, and contemporaneously with the distributions made in paragraph 4 herein, the Executor shall distribute to Christine, in cash, the sum of \$627,086.06, and shall

distribute in kind the 3.91 acres known as Campbell County Tax Parcel 60D-1-5, which the parties agree to be valued at \$30,000.00, distribute in kind the parcel known as 7742 Bear Creek Road, Gladys, Virginia, which the parties agree to be valued at \$92,500.00, one burial plot in Trinity Memorial Gardens, and shall assign to Christine the estate's entire interest in the promissory note described in paragraph 2, supra, for its face value of \$77,149.08.

The Parties agree that the net value of the assets distributed in this paragraph is \$828,235.14.

6. Adjustment in Value. It is the intention of the parties that both Robert J. Walls and Christine S. Walls receive distribution of exactly one-half of all assets not distributed under Article Three of the Will, according to the interpretation it has been given in paragraph 1, supra. If the properties to be sold pursuant to paragraph 3, supra, do not net sufficient assets to pay the costs of administration and provide for a cash distribution to Christine Walls sufficient to make her distribution equal to that of Robert J. Walls, the Executor shall be granted the discretion to defer all or some portion of the distribution in kind to Robert J. Walls to allow for the additional collection of the rents from the rental real property or payments on the notes. Robert J. Walls shall be given the discretion to allow the Executor to sell some portion of the assets to be distributed in kind immediately and demand distribution in full immediately following the sale of assets sufficient to equalize the distributions.

7. Personal Property within Home of Decedent. Within thirty (30) days of the full execution of this Agreement, the Robert and Christine shall agree between themselves on the disposition of all tangible personal property of the estate not specifically listed in this document. Any property for which the disposition of which not agreed upon shall be disposed of by the Executor in his discretion. Each beneficiary shall have the right to set an appointment within that 30 day period to meet at the home with the executor to review the property and designate the property they desire to receive.

8. Ancillary Probate. The Executor shall contract with a Maryland law firm to establish an ancillary probate to administer the Maryland real and personal property of the Decedent. The real property known as 4575 Padgett Rd., Charles, Maryland shall be distributed to Robert as stated in paragraph 4 herein, and any personal property recovered by the ancillary probate attorney shall be returned to the Executor to be distributed as stated below. The parties agree that as part of the ancillary probate, the cemetery lots owned by the estate shall be distributed as described in paragraphs 4 and 5, supra.

9. Final Distribution. Upon the satisfaction of the distributions described in paragraphs 1, 4, and 5 herein, the executor shall pay to his law firm the compensation allowed for fiduciaries under Virginia law, and then shall divide any remaining assets of the Estate equally between Robert J. Walls and Christine S. Walls.

10. Further Assurances: The parties hereto shall and will at any time or times, make, execute and deliver any and all such further assurances, papers, documents or instruments in writing as the other party shall reasonably require for the purposes of giving full force and effect to this Agreement and to the covenants, conditions, provisions, and agreements herein contained.

11. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, purchasers and assigns of the Parties.

12. Interpretation and Construction. Should any provision of this Agreement require interpretation or construction, this Agreement shall be interpreted and construed according to the laws of the Commonwealth of Virginia.

13. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Robert J. Walls has caused this Agreement to be duly executed as of the day and year signed below.

January 24, 2022  
Date  
Robert J. Walls  
Robert J. Walls

STATE OF Maryland  
CITY/COUNTY Charles, to-wit:

Subscribed and sworn to before me this 24 day of January, 2022.

Natalie R. Simpson [SEAL]

My commission expires: 07/19/2023  
Notary Registration No.: N/A

NATALIE R. SIMPSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires 07/19/2023



IN WITNESS WHEREOF, Christine S. Walls has caused this Agreement to be duly executed as of the day and year signed below.

JANUARY 25, 2022

Date

Christine S. Walls

Christine S. Walls

STATE OF Maryland  
CITY/COUNTY Chesapeake, to-wit:

Subscribed and sworn to before me this 25<sup>th</sup> day of January, 2022.

Natalie R. Simpson [SEAL]

My commission expires: 07/19/2023

Notary Registration No.: N/A

NATALIE R. SIMPSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires 07/19/2023

IN WITNESS WHEREOF, Savannah J. Herbert has caused this Agreement to be duly executed as of the day and year signed below.

2-4-22

Date

Savannah J. Herbert  
Savannah J. Herbert

STATE OF Virginia  
CITY/COUNTY Lynchburg to-wit:

Subscribed and sworn to before me this 4th day of February, 2022.

Sandra J. Hann [SEAL]

My commission expires: 11/30/2022  
Notary Registration No.: 204372

SANDRA J. HANN  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #204372  
My Commission Expires 11/30/2022

IN WITNESS WHEREOF, Christy C. Herbert has caused this Agreement to be duly executed as of the day and year signed below.

2-4-22

Date

Christy C. Herbert  
Christy C. Herbert

STATE OF Virginia  
CITY/COUNTY Lynchburg to-wit:

Subscribed and sworn to before me this 4th day of February, 2022.

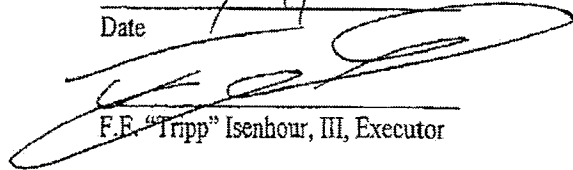
Sandra J. Hann [SEAL]

My commission expires: 11/30/2022  
Notary Registration No.: 204372

SANDRA J. HANN  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #204372  
My Commission Expires 11/30/2022

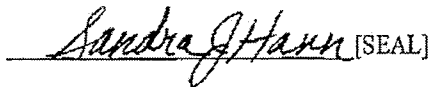
IN WITNESS WHEREOF, F.E. "Tripp" Isenhour, III, Executor of the Estate of George N. Walls has caused this Agreement to be duly executed as of the day and year signed below.

February 4, 2022  
Date

  
F.E. "Tripp" Isenhour, III, Executor

STATE OF Virginia  
CITY/COUNTY Lynchburg to-wit:

Subscribed and sworn to before me this 4th day of February, 2022.

 [SEAL]

My commission expires: 11/30/2022  
Notary Registration No.: 204372

SANDRA J. HANN  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #204372  
My Commission Expires 11/30/2022



7661 WARDS ROAD, RUSTBURG, VA 24588 • (434) 821-5263 • FAX (434) 821-0009

### REAL PROPERTY AUCTION PURCHASE AND SALES CONTRACT

THIS AGREEMENT made this 28<sup>th</sup> day of May, by and between

Audrie Darlene Taylor ("Purchaser(s)"), and Estate of George Wells ("Seller(s)"),

WHEREAS in an auction conducted this day by Watts Auctioneers, Inc. (herein called "Auctioneer"), Purchaser has become the high bidder, and for and in consideration of the mutual promises set forth herein, together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has agreed to sell and convey, and Purchaser has agreed to buy by becoming the high bidder, all of that plot, piece or parcel of land described below, together with all improvements located thereon, fixtures, and such personal property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City/County of Campbell State of VA, being known as and more

particularly described as: Street Address: 7845 Bear Creek Rd, Phyllis VA 24554

Zip: 24554, Tax Map Number: 60-7-1 and 60-A-19A (All) or a Portion of the property in Deed

Book \_\_\_\_\_ Page No. \_\_\_\_\_, Instrument No. \_\_\_\_\_, County: State of Virginia, consisting of approximately 112.71 acs. Document # W190800130 57 ACRES PLUS 25 ACRES PLAT B349-2397

2. PERSONAL PROPERTY: The following personal property (if any) specified herein.

3. PURCHASE PRICE: Total High Bid: Eight Hundred Twenty Five Thousand dollars (\$ 825,000)

Plus Buyer's premium ( 5 %) (41,250) forty one thousand two hundred fifty Equals

Total Purchase contract price of Eight Hundred Sixty Six Thousand Two Hundred Fifty dollars (\$ 866,250.00)

An earnest money deposit in the amount of Eighty six thousand six hundred twenty five dollars (\$ 86,625)

by cash \_\_\_\_\_ personal check  bank check \_\_\_\_\_ has this day been paid to Auctioneer. Earnest money deposit(s) shall be applied as part payment of

the purchase price of the Property at Closing or disbursed as otherwise provided under the provisions of this contract. Purchaser shall pay the balance of the purchase price, plus all their costs of closings in full in legal tender to Closing Agent at Closing. Auctioneer will hold the earnest money in escrow or trust account until it is conveyed to the Closing Agent.

#### 4. PROPERTY DISCLOSURES:

(a) Notice of Disclaimers or Disclosure Pursuant to Virginia Residential Property Disclosure Act:

- 1. Disclaimer is \_\_\_\_\_ or is not  attached.
- 2. Disclosure is \_\_\_\_\_ or is not  attached. (Attachment does not become part of this Contract)

(b) Lead-Based Paint Inspection: This paragraph applies only if the Property was built prior to 1978 and is not exempt from the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and regulations promulgated pursuant thereto. (Check as

ATTN  
ATTN  
ATTN

Applicable): Due diligence for lead base paint: Seller and Auctioneer assume that the bidder have conducted property inspections and performed their

due diligence (10) ten days prior to auction event. We will require the purchaser to waive their right to conduct the inspection after the auction.

Attached to this Contract and made a part hereof by this reference is a fully executed "Disclosures of Information and Acknowledgement

Lead-Based Paint and/or Lead-Based Paint Hazards." Purchaser waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

5. WARRANTIES, CONTINGENCIES AND INSPECTION RIGHTS: THIS PROPERTY HAS BEEN PURCHASED "AS IS-WHERE IS" AT AUCTION. THERE ARE NO WARRANTIES ASSOCIATED WITH AUCTION SALES. THERE ARE NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS FOR PURCHASER. SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS, CHANGES, IMPROVEMENTS OR OTHER MODIFICATIONS TO THE PROPERTY PRIOR TO SUBMITTING THE HIGH BID FOR THE PROPERTY. PURCHASER DETERMINED THAT THE PROPERTY MET ALL LEGAL REQUIREMENTS FOR PURCHASER'S INTENDED USE OF THE PROPERTY AND IS NOT SUBJECT TO GOVERNMENTAL OR PRIVATE RESTRICTIONS THAT WILL INTERFERE WITH SUCH INTENDED USE, INCLUDING, BUT NOT LIMITED TO ENVIRONMENTAL REGULATIONS, WETLAND QUALIFICATION, FLOOD HAZARD OR FLOOD PLAIN DESIGNATION AND SEPTIC SYSTEM SUITABILITY.

6. CLOSING: The closing shall take place on or before June 28<sup>th</sup> 2022 at the office of the closing

agent for this transaction: Whitaker Johnston ("Closing Agent"). Closing is defined as the date and time of recording of the deed. The deed is to be made to Purchaser or its Purchaser may direct.

7. POSSESSION: Possession of the property shall be given at settlement or closing unless otherwise agreed to in writing by the parties.

7a. SELLER REPRESENTATIONS: (a) Property Owner's Association Disclosure: Seller represents that the Property is  is not  located within a development that is subject to the Virginia Property Owner's Association Act (POA), §-508 et seq. of the Code of Virginia. (b) Virginia Condominium Act: Seller represents that the Property is  is not  a condominium unit subject to Virginia Condominium Act, Section 55-79.39 et seq. of the Code of Virginia. (c) If Applicable: Seller represents that Seller has provided Purchaser with all documentation for property affected by POA or Condominium Filings. (d) Mechanics Lien Notice: Seller represents that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanic's or materialman's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid. (Virginia law Section 43-1 et seq.)

8. PRORATIONS AND PAYMENT OF CLOSING EXPENSES: Each party shall bear its own expenses in connection with this Contract, except as specifically provided otherwise herein. Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors;

**Exhibit "D"**

all expenses incurred by Purchaser in connection with the purchase, including without limitation title examination, insurance premiums, survey costs, recording cost and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, real escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement. Rollback Taxes, if any, to be paid by Seller, unless agreed otherwise in this contract.

9. TITLE: Seller shall convey fee simple marketable and insurable title to the Property by: GENERAL WARRANTY DEED subject to all matters of public record or LIMITED or SPECIAL WARRANTY DEED subject to all matters of public record.

10. RISK OF LOSS: Until closing the risk of loss or damage to the Property shall be borne by Seller, reasonable wear and tear excepted. In the event the Property is substantially damaged so that the Property cannot be conveyed within 90 days of the agreed closing date in substantially the same condition as of the time of the auction, Purchaser may elect to terminate this contract and the earnest money shall be returned to Purchaser.

11. DEFAULT: Should either party hereto default in the performance of this Contract, the party so defaulting agrees to pay the "Auctioneer" the full commission "Auctioneer" is entitled to by virtue of securing this Contract. Should Purchaser be the defaulting party, "Auctioneer", shall have the right to apply all monies held in escrow toward their costs incurred in the sale of the Property, and toward "Auctioneer's" commission due under this Contract.

12. COMMISSION OR AUCTIONEER'S FEE: The Seller agrees to pay cash to the Auctioneer for his services, a commission on Contract Price pursuant to the terms of the Real Property Auction Contract, which is incorporated herein by reference.

13. ATTORNEY FEES: In any action or proceeding involving a dispute between the Purchaser, the Seller and/or Auctioneer, arising out of this Contract, or to collect the Auctioneer's Commission, the prevailing party shall be entitled to receive from the other party reasonable attorney fees to be determined by a court of competent jurisdiction.

14. SURVIVAL OF REPRESENTATIONS AND WARRANTIES: All representations, warranties, covenants and agreements hereto made by the parties shall survive the Closing.

15. TAX-DEFERRED EXCHANGE: In the event Purchaser or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Purchaser and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

16. MISCELLANEOUS: This contract shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia, and shall be binding, upon and shall inure to the benefit of the parties, i.e., Purchaser and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and masculine includes the feminine and neuter genders, as appropriate. To the extent any handwritten terms herein conflict with, or are inconsistent with the printed terms hereof, the handwritten or typewritten terms shall control.  
Separate all copies before signing below.

WITNESS the following signatures and seals:

05/31/22	<u>Tripp Isenhour Executor</u> (Seal)	05/28/22	<u>[Archie] Tracy</u> (Seal)
Date	Seller	Date	Purchaser
	(Seal)	05/28/22	<u>[Darlene] Tracy</u> (Seal)
Date	Seller	Date	Purchaser

Seller accepts offer this 28<sup>th</sup> day of May, 2022, time 10:22 am/pm.

Auctioneer acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

[Signature] 5-28-22 [Signature] (Seal)  
Date Auctioneer or Representative

Print  
Seller: F.E. "Tripp" Isenhour, III, Executor  
Address: 2306 Atherhall Rd.  
Lynchburg, VA 24501  
Telephone: 434-846-2731

Print  
Purchaser: \_\_\_\_\_  
Address: 37314 Edgewater DR.  
Pinehurst TX 77362-19  
Telephone: 713-818-2828

ATRACY1234@aol.com

I, Archie Tracy have delivered the check in the amount of 98,714.00

INSTRUMENT 220004440  
RECORDED IN THE CLERK'S OFFICE OF  
CAMPBELL COUNTY CIRCUIT COURT ON  
JULY 7, 2022 AT 03:57 PM  
\$866.50 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$433.25 LOCAL: \$433.25  
VALERIE P. YOUNGER, CLERK  
RECORDED BY: KOB